Original Application

-Original-

Walgreens Infusion & Respiratory Services, LLC

CN1612-040

DEC 12 '16 PM2:58

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC. (WIRS) D/B/A VANDERBILT HC/WALGREENS IV & RT SERVICES

CERTIFICATE OF NEED APPLICATION TO RELOCATE ITS PRINCIPAL HOME HEALTH AGENCY ADMINISTRATIVE OFFICE FROM WILLIAMSON COUNTY TO DAVIDSON COUNTY

Submitted December, 2016

AFFIDAVIT

STATE OF Tennessee

COUNTY OF ~~Davidson~~ Rutherford

Ron LaDuke, being first duly sworn, says that he/she is the applicant named in this application or his/her/its lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

/General Manager
SIGNATURE/TITLE

Sworn to and subscribed before me this 10th day of December (Month), 2016 (Year) a Notary

Public in and for the County/State of Tennessee.

NOTARY PUBLIC

My commission expires 08-19 (Month/Day), 2017 (Year).

EMMANUEL L ESGUERRA
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

SECTION A: APPLICANT PROFILE

1. Name of Facility, Agency, or Institution

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC. (WIRS) D/B/A VANDERBILT HC/WALGREENS IV & RT SERVICES		
Name		
624 Grassmere Park Drive, Suite 22		Davidson
Street or Route		**County**
Nashville	TN	37211
City	**State**	**Zip Code**
Website Address: www.optioncare.com		

2. Contact Person Available for Responses to Questions

Ron LaDuke		General Manager	
Name		**Title**	
WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC. (WIRS) D/B/A VANDERBILT HC/WALGREENS IV & RT SERVICES		Ron.LaDuke@Optioncare.com	
Company Name		**Email Address**	
624 Grassmere Park Drive, Suite 22	Nashville	Tennessee	37211
Street or Route	**City**	**State**	**Zip Code**
General Manager	615-614-3822	615-726-8887	
Association with Owner	**Phone Number**	**Fax Number**	

SECTION A: EXECUTIVE SUMMARY

A. Overview

1. Description
   The project consists of relocating the principal WIRS office from its current location of 500 Wilson Pike Circle, Suite 115, Brentwood TN 37027 (Williamson County) to 624 Grassmere Park, Suite 22, Nashville TN 37211 (Davidson County) in order to accommodate our growing home infusion services. The Nashville location will have a state of the art pharmacy clean room facility and a larger workspace for our employees. The nursing operation will need to continue reside with the infusion pharmacy order to continue with the appropriate level of coordination of care that is necessary to provide high quality patient care to the patients we service.

2. Ownership Structure
   The applicant, Walgreens Infusion and Respiratory Services (WIRS), is a limited liability corporation equally owned by Vanderbilt Health Services and Option Care Enterprises.

3. Service Area
   The current service area for this location will not be affected. The service area for this project consists of Bedford, Cannon, Cheatham, Cofee, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Provertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Williamson, Wilson Counties. WIRS is not requesting to expand into any new counties in this application.

4. Need and Existing Services
   This proposed move of the principal WIRS location will allow for increased growth. The nursing operation will continue to reside with the home infusion pharmacy in order to provide infusion services to patients in their home or alternate treatment site. The current facilities at Brentwood are inadequate and insufficient to continue supporting the business in a manner that meets the highest standards of care. Maintaining the current location with just the home health staff would create an undue financial burden due to lease, utilities, and other operating costs that would not be able to be supported solely by the home health business.

   Recent market analysis projects that home infusion will grow 9% annually through 2023*, which will result in a continued growth and need for nursing services for this patient base.

5. Project Cost
   The renovations and relocation to the newly leased space for the pharmacy and home health operations estimated cost $1,714,158. The overall project costs including construction, expenses, and lease requirements is estimated at $3,860,525.

6. Funding
   The funding for the project came from WIRS cash reserves.

7. Financial Feasibility
   WIRS expects to generate positive cash flows from operations after relocation is completed. These positive cash flows are expected to exceed the project investment after about one year of operations (i.e. 1-year payback).

8. Staffing
   WIRS employs 55 people in the following:
   6 Nursing Management and RN's
   11 Intake and Customer Service Personnel
   3 Administrative Staff and Management
   18 Pharmacists, Technicians and Patient Service Representatives
   6 Warehouse Distribution and Delivery personnel
   9 Clinical Liaisons and Dietitians
   2 Account Managers

B. Rational for Approval (one-page summary of section B)

1) Need

This proposed move of the principal location will permit greater growth and to provide necessary administrative services for its homecare needs. The applicant's 33 county service area has been serviced for the last 7 years. It will not be changed as a result of this relocation of the principal office. The applicant primarily services patients age 0-64. That group currently numbers 2,264,383. By 2020 it is projected to increase by 1.27% to 2,357,480 persons.

2) Economic Feasibility

This project is expected to have a total calculated cost of $3,860,525 including construction, leasehold, and other improvements. WIRS, including the nursing services will have an estimated net revenue of $23,205,277 in 2016. This project is fully funded with available cash in the business.

3) Appropriate Quality Standards

This project will allow WIRS to continue to provide home nursing care for patients with chronic and complex conditions requiring extended dosing times that will not be serviced by other home health providers in this service area. The project will continue to bring to the service area a continued option for the care of complex cases, both pediatric and adult. This project will continue to provide expanded access to low-income and indigent care for complex patients. The applicant is currently licensed through The Department of Health and is accredited by the Accreditation Commission for Health Care (ACHC).

4) Orderly Development to adequate and effective healthcare

WIRS is part of the continuum of health care, primarily providing care to patients transitioning from the acute care setting to home for infusion services. Additionally, WIRS coordinates with physicians, hospitals, health systems, medical groups, payors, and other health care providers, treating patients with infusion services for chronic and acute illnesses in an alternate treatment setting. WIRS is a licensed nursing agency and accredited by the national organization, ACHC.

C. Consent Calendar Justification

See attached Letter

SECTION A: PROJECT DETAILS

A. Owner of Facility, Agency or Institution

WIRS		312-940-2500
Name		**Phone Number**
3000 Lakeside Drive, Suite 300N		Lake
Street or Route		**County**
Bannockburn	Illinois	60015
City	**State**	**Zip Code**

B. **Type of Ownership or Control (Check One)**

A. Sole Proprietorship		F. Government (State of TN or Political	
B. Partnership		G. Joint Venture	
C. Limited Partnership		H. Limited Liability Company	X
D. Corporation (For-Profit)		I. Other (Specify):	
E. Corporation (Not-for-Profit)			

Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence.

- **See Attachment Section A-4A**
- **See Attachment Section A-4B**

Please provide documentation of the active status of the entity from the Tennessee Secretary of State's website.

- **See Attachment Section A-4C**

Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure related to the applicant. As applicable, identify the members of the ownership entity and each member's percent of ownership, for those members with 5% ownership (direct or indirect) interest.

WIRS, LLC is 50% owned by Option Care Enterprises, Inc. and 50% by Vanderbilt Health Services, Inc.

- **See Attachment Section A-4D**

3. Name of Management / Operating Entity (if applicable): N/A

Name

Street or Route ***County***

City ***State*** ***Zip Code***

4.

A. Legal Interest in the Site of the Institution

A. Ownership		D. Option to Lease	
B. Option to Purchase		E. Other (Specify):	
C. Lease of 6 Years	X		

For Applicants or applicant's parent company/owner that currently owns the building/land for the project location, attach a copy of the title/deed. For applicants for applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not yet been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements **must include** the anticipated purchase price. Lease/Option or Lease Agreements **must include** actual/anticipated term of the agreement **and** actual/anticipated lease expense. The legal interests described herein **must be valid** on the date of the Agency's consideration of the certificate of need application.

- **See Attachment Section A-6A**

B. Attach **a copy of the site's plot plan, floor plan and if applicable, public transportation route to and from the site** on an 81/2" x 11" sheet of white paper, single or double sided. **DO NOT SUBMIT BLUEPRINTS**. Simple line drawings should be submitted and not need to be drawn to scale.

1) Plot Plan **must** include:
   a. Size of the site (**in acres**)
   b. Location of structure on the site
   c. Location of proposed construction / renovation; and
   d. Names of streets, roads or highway that cross or border the site.
   - **See Attachment Section A-6B-1 a-d**

2) Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 81/2" x 11" sheet of white paper or as many as necessary to illustrate the floor plan.
   - **See Attachment Section A-6B-2**

3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

   The location of the proposed site is readily accessible to all service area counties. The proposed site is located approximately 1 mile from the nearest public transportation route. Site is located within ¼ miles from Trousdale Blvd, Nashville; and located within 1.5 miles from the intersection of Harding Place and Trousdale Blvd, Nashville. Site is one floor high, and all patient areas are handicap-accessible.

5. Type of Institution (Check as appropriate – more than one response may apply)

A. Hospital (Specify):		H. Nursing Home	
B. Ambulatory Surgical Treatment Center (ASTC) Multi-Specialty		I. Outpatient Diagnostic Center	
C. ASTC, Single Specialty		J. Habilitation Facility	
D. Home Health Agency	X	K. Residential Hospice	
E. Hospice		L. Nonresidential Substitution-Based Treatment Center for Opiate Addiction	
F. Mental Health Hospital		M. Other (Specify):	
G. Intellectual Disability Institutional Habilitation Facility ICF/IID			

6. Purpose of Review (Check appropriate line(s) – more than one response may apply).

A. New Institution		F. Change in bed compliment (please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation	
B. Modifying an ASTC with limitation still required per CON		G. Satellite Emergency Department	
C. Addition of MRI Unit		H. Change in Location	X
D. Pediatric MRI		I. Other (Specify)	
E. Initiation of Health Care Service as defined in T.C.A ss68-11-1607(4) Specify:			

7. Medicaid/TennCare, Medicare Participation

MCO Contracts (Check all that Apply)
_X_ Amerigroup _X_ United Healthcare Community Plan __ BlueCare __ TennCare Select

Medicare Provider Number: N/A
Medicaid Provider Number: N/A
Certification Type: N/A

If a new facility, will certification be sought and/or Medicaid / TennCare?
Medicare __Yes __No _X_ N/A Medicaid / TennCare __Yes __ No _X_ N/A

8. Bed Complement Data

A. Please indicate current and proposed distribution and certification of facility beds.

	Current Licensed	Beds Staffed	Beds Proposed	Beds Approved	Beds Exempted	Total Beds at Completion
Medical	N/A	N/A	N/A	N/A	N/A	N/A
Surgical	N/A	N/A	N/A	N/A	N/A	N/A
ICU/CCU	N/A	N/A	N/A	N/A	N/A	N/A
Obstetrical	N/A	N/A	N/A	N/A	N/A	N/A
NICU	N/A	N/A	N/A	N/A	N/A	N/A
Pediatric	N/A	N/A	N/A	N/A	N/A	N/A
Adult psychiatric	N/A	N/A	N/A	N/A	N/A	N/A
Geriatric psychiatric	N/A	N/A	N/A	N/A	N/A	N/A
Child / Adolescent Psychiatric	N/A	N/A	N/A	N/A	N/A	N/A
Rehabilitation	N/A	N/A	N/A	N/A	N/A	N/A
Adult chemical dependency	N/A	N/A	N/A	N/A	N/A	N/A
Child / adolescent chemical dependency	N/A	N/A	N/A	N/A	N/A	N/A
Long-term care hospital	N/A	N/A	N/A	N/A	N/A	N/A
Swing beds	N/A	N/A	N/A	N/A	N/A	N/A
Nursing home –SNF (Medicare only)	N/A	N/A	N/A	N/A	N/A	N/A
Nursing home – NF (Medicaid only)	N/A	N/A	N/A	N/A	N/A	N/A
Nursing home – SNF/NF (dually certified Medicare/Medicaid)	N/A	N/A	N/A	N/A	N/A	N/A
Nursing Home – Licensed (non-certified)	N/A	N/A	N/A	N/A	N/A	N/A
ICF/IID	N/A	N/A	N/A	N/A	N/A	N/A
Residential Hospice	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL	N/A	N/A	N/A	N/A	N/A	N/A

B. Describe the reason for change in bed allocations and describe the impact the bed change will have on the applicant facility's existing services. **N/A**

C. Please identify all the applicant's outstanding Certificate of Need projects that have a licensed bed change component. If applicable, complete chart below. **N/A**

CON Number	CON Expiration Date	Total Licensed Beds Approved
N/A	N/A	N/A

9. **Home Health Organizations –** Home Health Agency, Hospice, (excluding Residential Hospice), identify the following by checking all that apply:

	Existing Licensed County	Parent Office	Proposed Licensed County		Existing Licensed County	Parent Office	Proposed Licensed County
Anderson				Lauderdale			
Bedford	X		X	Lawrence	X		X
Benton				Lewis	X		X
Bledsoe				Lincoln	X		X
Blount				Loudon			
Bradley				McMinn			
Campbell				McNairy			
Cannon	X		X	Macon	X		X
Carroll				Madison			
Carter				Marion			
Cheatham	X		X	Marshall	X		X
Chester				Maury	X		X
Claiborne				Meigs			
Clay				Monroe			
Cocke				Montgomery	X		X
Coffee	X		X	Moore	X		X
Crockett				Morgan			
Cumberland				Obion			
Davidson	X		X	Overton			
Decatur				Perry	X		X
Dekalb	X		X	Pickett			
Dickson	X		X	Polk			
Dyer				Putnam	X		X
Fayette				Rhea			
Fentress				Roane			
Franklin	X		X	Robertson	X		X
Gibson				Rutherford	X		X
Giles	X		X	Scott			
Grainger				Sequatchie			
Greene				Sevier			
Grundy	X		X	Shelby			
Hamblin				Smith	X		X
Hamilton				Stewart			
Hancock				Sullivan			
Hardeman				Sumner	X		X
Hardin				Tipton			
Hawkins				Trousdale	X		X
Haywood				Unicoi			
Henderson				Union			
Henry				Van Buren			
Hickman	X		X	Warren	X		X
Houston	X		X	Washington			
Humphreys	X		X	Wayne	X		X
Jackson				Weakly			
Jefferson				White	X		X
Johnson				Williamson	X	X	X
Knox				Wilson	X		X
Lake							

***10.* Square Footage and Cost Per Square Footage Chart**

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Pharmacy	Brentwood	9,200	n/a	Nashville	13,500	0	13,500
Home Health	Brentwood	800	n/a	Nashville	1,500	0	1,500
Unit/Department GSF Sub-total							
Other GSF Total							
Total GSF	Brentwood	10,000	n/a	Nashville	15,000	0	15,000
***Total Cost**					1,714,158	0	1,714,158
****Cost per Square Foot**					$ 114.28	0	$ 114.28
Cost per Square Foot is Within Which Range (For Quartile ranges, please refer to an Applicant's Toolbox on www.tn.gov/hsda)					[x] Below 1st Quartile	[ ] Below 1st Quartile	[x] Below 1st Quartile
					[ ] Between 1st and 2nd Quartile	[ ] Between 1st and 2nd Quartile	[ ] Between 1st and 2nd Quartile
					[ ] Between 2nd and 3rd Quartile	[ ] Between 2nd and 3rd Quartile	[ ] Between 2nd and 3rd Quartile
					[ ] Above 3rd Quartile	[ ] Above 3rd Quartile	[ ] Above 3rd Quartile

*The Total Construction Cost should equal the construction cost reported on line A5 of the Project Cost Chart
**The cost per square foot is the construction cost divided by the square feet. Please do not include contingency costs.

11. **MRI, PET and / or Linear Accelerator: N/A**

1. Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding a MRI scanner in counties with population less than 250,000 or initiation of pediatric MRI in counties with population greater than 250,000 and/or

2. Describe the acquisition of any Positron Emission Tomographer (PET) or Linear Accelerator if initiating the service by responding to the following: **N/A**

A. Complete the chart below for acquired equipment: **N/A**

B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment. **N/A**

C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart: **N/A**

D. Schedule of Operations: **N/A**

E. Identify the clinical applications to be provided that apply to the project: **N/A**

F. If the equipment has been approved by the FDA within the last five years provide documentation of the same: **N/A**

SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with T.C.A. ss68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care." Further standards for guidance are provided in the State Health Plan developed pursuant to T.C.A. ss68-11-1625.

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Applicable Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. Please type each question and its response on an 81/2" x 11" white paper, single sided or double sided. All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer, unless specified otherwise. **If a question does not apply to your project, indicate "Not Applicable (N/A)."**

QUESTIONS

(1) NEED

1. Provide a response to each criterion and standard in Certificate of Need Categories in the State Health Plan that are applicable to the proposed project. Criteria and standards can be obtained from the Tennessee Health Services and Development Agency or found on the Agency's website at http://www.tn.gov/hsda/article/hsda-criteria-and-standards.

Construction, Renovation, Expansion, and Replacement of Health Care Institutions

2. For relocation or replacement of an existing licensed health care institution:

   a. The applicant should give plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.

      The nursing operation is conducted in direct conjunction with the infusion pharmacy to ensure appropriate coordination of care is provided to the patients we service. Renovation of current leased space would result in a necessity to cease pharmacy operations for 3-6 months with an estimated loss of revenue of up to $12 million. The current facilities at Brentwood are inadequate and insufficient to continue supporting the business in a manner that meets the highest standards of care. Maintaining the current location with just the home health staff would create an undue financial burden due to lease, utilities, and other operating costs that would not be able to be supported solely by the home health business. The renovations and relocation to the newly leased space for the pharmacy and home health operations will incur estimated construction costs of $1.7M but will permit operations to continue while construction is completed.

   b. The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.

      It is anticipated that the continued growth of the nursing operation will be directly tied to the growth of the home infusion pharmacy business over at least the next 3 years. Recent market analysis projects that home infusion will grow 9% annually through 2023*, which will result in a continued growth and need for nursing services for this patient base.

      * https://globenewswire.com/news-release/2016/05/23/842296/0/en/Home-Infusion-Therapy-Market-size-worth-26-3-Billion-by-2023-Global-Market-Insights-Inc.html

2. Describe the relationship of this project to the applicant family's long range development plans, if any, and how it relates to related previously approved projects of the applicant.

   This principal location is associated with the WIRS, sharing office space and jointly servicing patients for skilled nursing and infusion needs. This proposed move of the principal location will permit greater growth and to provide necessary administrative services for homecare needs. The increased square footage will allow the nursing operation to increase its administrative workflow to meet all needs to operate an efficient and effective operation.

3. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map for the Tennessee portion of the service area using the map on the following page, clearly marked to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the border states, if applicable.

The applicant's 33 county service area has been serviced for the last 7 years. It will not be changed as a result of this relocation of the principal office. A service area map and a map showing the location of the service within the State of TN are provided as an attachment.

- **See Attachment Section B – Need 3 (1)**

Please complete the following tables, if applicable.

Service Area Counties	Historical Utilization-County Residents	% Total Procedures
Bedford	2	2%
Cannon	0	0
Cheatham	3	3.30%
Coffee	3	3.30%
Davidson	21	23%
DeKalb	1	1%
Dickson	1	1%
Franklin	3	3.30%
Giles	1	1%
Grundy	0	0%
Hickman	1	1%
Houston	0	0%
Humphreys	2	2%
Lawrence	1	1%
Lewis	0	0%
Lincoln	0	0%
Macon	2	2%
Marshall	1	1%
Maury	1	1%
Montgomery	7	7.70%
Moore	0	0%
Perry	0	0%
Putnam	0	0%
Robertson	2	2.20%
Rutherford	6	6.60%
Smith	0	0%
Sumner	7	7.60%
Trousdale	0	0.00%
Warren	0	0.00%
Wayne	1	1%
White	0	0.00%
Williamson	13	14.20%
Wilson	8	8.80%

Service Area Counties	Projected Utilization-County Residents	% Total Procedures
Bedford	1	0.90%
Cannon	0	0
Cheatham	3	2.80%
Coffee	3	2.80%
Davidson	25	23.80%
DeKalb	1	0.90%
Dickson	1	0.90%
Franklin	3	2.80%
Giles	1	0.90%
Grundy	0	0.00%
Hickman	1	0.90%
Houston	0	0.00%
Humphreys	2	1.90%
Lawrence	1	0.90%
Lewis	0	0.00%
Lincoln	0	0.00%
Macon	2	1.90%
Marshall	1	0.90%
Maury	2	1.90%
Montgomery	9	8.60%
Moore	0	0.00%
Perry	0	0.00%
Putnam	0	0.00%
Robertson	2	1.90%
Rutherford	8	7.60%
Smith	0	0.00%
Sumner	9	8.60%
Trousdale	1	0.90%
Warren	1	0.90%
Wayne	1	0.90%
White	0	0.00%
Williamson	16	15.20%
Wilson	10	9.50%

4.

a. 1) Describe the demographics of the population to be served by the proposal.

The 33 county service area has a total population of 2,615,570 persons in 2016. By 2020 it is projected to increase by 6.40% to 2,782,031 persons. The applicant primarily services patients age 0-64. That group currently numbers 2,264,383. By 2020 it is projected to increase by 1.27% to 2,357.480 persons. That is .084% below state average of 2.11%.

The median income of service area households is $43,727.00 which is 2.02% less than state average of $44,621.00. The service area has a smaller portion of its population living in poverty 16.97% compared to the state of 17.80%. Similarly, it has 22.79% of its current population enrolled in TennCare compared to a higher statewide average of 24%.

a. 2) Using the current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, complete the following table and include data for each county in your proposed service area.

Please see Table 4 –Service area Demographics below.
This is also listed as

- **Attachment Section B – Need 4 (A)(2)**

Counties covered by TN CON	Total Population 2016	Total population 2020	Total population % of change	Target Population 2016	Target Population 2020	Target Population % of chage	Target Population 2020 as % of total	Median Age	Median houshold income	person below poverty level	person below povery level as % of total population-County	TennCare Enrollees	TennCare enrollees as % of total
Bedford	50,005	53,334	6.67%	42,381	44,637	4.71%	83.70%	36.50	$40,989.00	1055.00	21.10%	13595.00	27.14%
Cannon	14,464	14,834	2.59%	11,697	11,651	-0.39%	78.52%	42.00	$39,438.00	2617.00	18.10%	3260.00	22.54%
Cheatham	40,798	41,692	2.20%	34,867	34,517	-1.00%	84.60%	40.00	$52,138.00	6160.00	15.10%	7917.00	19.40%
Cofee	55,932	57,865	3.45%	45,617	46,292	1.48%	80%	39.50	$39,656.00	11913.00	21.30%	14270.00	25.51%
Davidson	680,427	714,756	5.00%	602,856	626,442	3.90%	87.64%	34.20	$47,432.00	127920.00	18.80%	153988.00	22.63%
DeKalb	19,644	20,206	2.86%	15,872	15,820	-0.33%	78.30%	40.90	$37,409.00	1100.00	19.70%	5584.00	28.42%
Dickson	53,684	56,210	4.70%	45,187	46,209	2.30%	86.10%	39.30	$45,056.00	7784.00	14.50%	8368.00	21.77%
Franklin	42,097	42,681	1.39%	33,344	32,709	-1.90%	76.63%	41.40	$42,633.00	6693.00	15.90%	8368.00	18.88%
Giles	29,743	29,817	0.25%	23,778	23,066	-2.99%	77.36%	42.50	$38,739.00	5294.00	17.80%	6778.00	22.79%
Grundy	13,470	13,263	-1.54%	10,449	9,924	-5.00%	74.82%	42.40	$55,896.00	942.00	7.00%	4957.00	36.80%
Hickman	25,351	27,363	3.84%	21,944	22,141	0.90%	80.12%	40.60	$38,032.00	4765.00	18.80%	6558.00	24.89%
Houston	8,869	9,157	3.25%	7,015	7,023	0.11%	76.70%	41.50	$38,637.00	1933.00	21.80%	2165.00	24.41%
Humphreys	18,987	19,185	1.04%	15,108	14,801	-2.03%	77.15%	42.10	$41,152.00	3113.00	16.40%	4545.00	23.94%
Lawrence	43,164	43,849	1.59%	35,005	34,698	-0.88%	79.13%	40.00	$37,371.00	8373.00	19.40%	11382.00	26.37%
Lewis	12,752	13,072	2.51%	10,149	10,022	-1.25%	76.67%	43.00	$36,114.00	2524.00	19.80%	3139.00	24.61%
Lincoln	34,695	35,469	2.23%	27,970	27,814	-0.56%	80.76%	42.90	$41,328.00	5655.00	16.30%	8030.00	23.14%
Macon	23,453	24,202	3.19%	19,430	19,546	0.60%	80.76%	39.60	$34,156.00	4972.00	21.20%	7303.00	31.13%
Marshall	33,105	34,648	4.66%	27,684	28,082	1.44%	81.05%	39.80	$41,822.00	5131.00	15.50%	7289.00	22.02%
Maury	88,337	92,944	5.21%	74,519	75,585	1.43%	81.32%	38.20	$46,565.00	14222.00	16.10%	19750.00	22.36%
Montgomery	201,598	221,620	9.90%	183,073	199,133	8.77%	89.85%	30.20	$50,693.00	32860.00	16.30%	36859.00	18.28%
Moore	6,795	7,056	3.84%	5,305	5,352	0.88%	75.85%	44.30	$43,393.00	835.00	12.30%	889.00	13.08%
Perry	8,266	8,466	2.42%	6,359	6,309	0.79%	74.52%	43.00	$31,750.00	1967.00	23.80%	2208.00	26.71%
Putnam	79,658	84,087	5.56%	65,981	68,292	3.50%	81.21%	36.30	$34,780.00	20073.00	25.20%	18304.00	22.98%
Robertson	73,796	78,659	6.50%	63,167	65,702	4.00%	83.56%	38.40	$53,748.00	9076.00	12.30%	14531.00	19.69%
Rutherford	318,638	357,615	12.20%	293,348	317,157	8.11%	88.69%	32.80	$55,096.00	42378.00	13.30%	52872.00	16.59%
Smith	20,207	20,833	3.10%	16,812	16,848	0.21%	80.87%	41.00	$43,988.00	2061.00	15.90%	4621.00	22.87%
Sumner	178,730	190,261	6.45%	151,334	157,342	3.97%	82.70%	39.20	$56,193.00	28418.00	10.20%	31191.00	17.45%
Trousdale	8,402	8,739	4.01%	7,047	7,151	1.47%	81.83%	39.50	$37,211.00	1806.00	15.90%	2170.00	25.82%
Warren	40,872	41,446	1.40%	33,522	33,213	-0.92%	80.13%	39.50	$34,592.00	8705.00	21.50%	11905.00	29.13%
Wayne	17,428	17,642	1.23%	14,174	14,066	-0.76%	79.73%	41.70	$31,225.00	3851.00	20.56%	3584.00	20.56%
White	27,250	28,541	4.74%	21,618	21,790	0.80%	76.34%	41.70	$33,933.00	6022.00	22.10%	7584.00	27.83%
Williamson	215,859	234,832	8.80%	188,610	199,994	6.00%	85.16%	38.70	$81,743.00	12088.00	5.60%	12935.00	5.93%
Wilson	129,094	138,561	7.30%	109,161	114,150	4.57%	82.42%	39.80	$60,095.00	13425.00	10.40%	20090.00	15.59%
Service area total	2,615,570	2,782,905	6.40%	2,264,383	2,357.48	1.27%	80.73%	39.78	$43,727.00	405731.00	16.97%	516989.00	22.79%
State of TN total	6,812,005	7,108,031	4.35%	5,720,489	5,841,736	2.11%	82.18%	38.30	$44,621.00	1212536.00	17.80%	1,551,984	24.45%

5. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service population.

   WIRS will make its services available to all residents of its service area as it has historically. WIRS is a licensed Home Health Provider License # 0000000604. WIRS is contracted with a majority of national and regional payers to include managed Medicaid programs for TennCare participants. Further WIRS provides referral and reimbursement assistance to patients when needed. WIRS will service patients without regard to race, age, sex, ethnicity, religion or disability. WIRS services will be provided in patients' homes and as a result will be physically accessible by their nature. WIRS patients have access to support from nurses, dietitians and pharmacists 24hrs a day, seven days a week. WIRS is accessible to its referring sources for consultations and questions through phone, fax and email. We are not Medicare/Medicaid certified however we have relationships with Medicare/Medicaid home health agencies in the counties we serve to ensure care is provided for this patient population. WIRS is a National company that has been providing patient care for many years throughout the country including 33 counties in TN. WIRS has over 1400 clinicians to offer the highest quality of care throughout the country.

6. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days, average length of stay, and occupancy, Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc. This does not apply to projects that are solely relocating a service.

   N/A as we are solely relocating

7. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three years and the projected annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology **must include** detailed calculations or documentation from referral sources, and identification of all assumptions.

Vanderbilt HC / Walgreens IV & RT Services Historic and Projected Utilization 2013-2018						
	2013	**2014**	**2015**	**2016***	**2017***	**2018***
Patients	99	426	200	307	319	332
Visits	596	1257	1308	1860	1934	2011

*Patients and visits represent forecasted estimates for 2016-2018.

PATIENTS: The patient growth rate from 2013 to 2014 was 425%, however due to an increase in the number of visits per patient, there was a reduction in the number of patients serviced from 2014 to 2015. Based on current census numbers and forecasted numbers in 2016 patient growth rate increased to 53%. However, based on anticipated growth of home infusion industry, the forecasted numbers of 2017 and 2018 reflect a 9% growth rate.

VISITS: As noted above, the estimated growth rate of 9% was used for expected visits for 2017 and 2018 based on estimated end of year 2016 visits.

(2) ECONOMIC FEASIBILITY

- Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.

  A. All projects should have a project cost of at least $15,000 (the minimum CON filing fee).

  B. The cost of any lease (building, land and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. This applies to all equipment leases including procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.

  C. The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which could be included under construction costs or incorporated into a facility lease.

  D. Complete a square footage chart on page 8 and provide documentation. Please note the Total Construction Cost reported in line 5 of the Project Cost Chart should equal the Total Construction Cost reported on the Square Footage Chart.

  E. For projects that include new construction, modification, and/or renovation – **documentation must be** provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following:
     - **See Attachment Section B-2E**

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PROJECT COST CHART

A. Construction and equipment acquired by purchase:

1.	Architectural and Engineering Fees	$ 83, 881
2.	Legal, Administrative (Excluding CON filing fee)	N/A
3.	Acquisition of Site	N/A
4.	Preparation of Site	$ 3,962
5.	Total Construction Costs (includes clean room)	$ 1,714,158
6.	Contingency Fund	N/A
7.	Fixed Equipment (not included in Construction contract)	$ 114,229
8.	Moveable Equipment (List all equipment over $50,000 as separate attachments)	$ 45,033
9.	Other (Specify) _____	N/A

B. Acquisition by gift, donation or lease:

1.	Facility (inclusive of building and land, lease through 4/30/22)	$ 1,884,262
2.	Building only	N/A
3.	Land Only	N/A
4.	Equipment (Specify)_____	N/A
5.	Other (Specify)_____	N/A

C. Financing Costs and Fees:

1.	Interim Financing	N/A
2.	Underwriting Costs	N/A
3.	Reserve for One Year's Debt Service	N/A
4.	Other (Specify) _____	N/A

D.	Estimated Project Cost (A+B+C)		$ 3,845,525
E.	CON Filing Fee		$ 15,000
F.	Total Estimated Project Cost (D+E)	TOTAL	$ 3,860,525

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2. Identify the funding sources for this project.

Check the applicable item(s) and briefly summarize how the project will be financed. **(Documentation of the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility – 2)**

__ A. Commercial loan – letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan and any restrictions or conditions.

__ B. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance.

__ C. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

__ D. Grants – Notification of intent form for grant application or notice of grant award.

__ E. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or

X F. Other – Identify and document funding from all other sources.
Fully funded with available cash, money spent.

3. Complete Historical Data Charts on the following two pages – Do not modify the charts provided or submit substitutions.

Historical Data Chart represents revenue and expense information for the last three (3) years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. Only complete one chart if it suffices.

HISTORICAL DATA CHART

X Total Facility
□ Project Only

Give information for the last three (3) years for which complete data are available for the facility or agency. The fiscal year begins in September. (Month)

	Year 2014	Year 2015	Year 2016
A. Utilization data (Specify unit of measure: Visits			
B. Revenue from Services to Patients			
1. Inpatient Services	$0	$0	$0
2. Outpatient Services	$0	$0	$0
3. Emergency Services	$0	$0	$0
Other Operating Revenue (Specify): Infusion Services	$60,904,353	$87,786,396	$109,732,683
Gross Operating Revenue	$60,904,353	$87,786,396	$109,732,683
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$46,709,443	$67,732,114	$85,498,873
2. Provision for Charity Care	$0	$0	$0
3. Provisions for Bad Debt	$824,620	$1,000,686	$1,057,533
Total Deductions	$47,534,063	$68,772,799	$86,527,406
NET OPERATING REVENUE	$13,320,290	$19,013,596	$23,205,277
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	$1,376,377	$1,782,780	$2,372,310
b. Non-Patient Care	$1,595,337	$1,645,844	$2,276,993
2. Physician Salaries and Wages	$0	$0	$0
3. Supplies (includes cost of drug and other COGS)	$8,154,945	$12,945,023	$15,704,633
4. Rent			
a. Paid to Affiliates	$176,845	$184,960	$318,556
b. Paid to Non-Affiliates	$0	$0	$0
5. Management Fees			
a. Paid to Affiliates	$196,285	$180,000	$217,942
b. Paid to Non-Affiliates	$0	$0	$0
6. Other Operating Expenses	$755,544	$1,307,307	$778,539
Total Operating Expenses	$12,255,342	$18,045,915	$21,668,983
E. Earnings Before Interest, Taxes and Depreciation	$1,114,948	$967,681	$1,536,294
F. Non-Operating Expenses			
1. Taxes	$0	$0	$130,000
2. Depreciation	$60,368	$45,849	$122,356
3. Interest	$0	$0	$0
4. Other Non-Operating Expenses	$8,994	($320)	$1,673
Total Non-Operating Expenses	$69,362	$45,529	$254,029
NET INCOME (LOSS)	$1,045,586	$922,152	$1,282,264
G. Other Deductions			
1. Annual Principal Debt Repayment	$0	$0	$0
2. Annual Capital Expenditure	$0	$105,063	$2,002,064
Total Other Deductions	$0	$105,063	$2,002,064
NET BALANCE	$1,045,506	$817,089	($719,800)
DEPRECIATION	$60,368	$45,849	$122,356
FREE CASH FLOW (Net Balance + Depreciation)	$1,105,874	$862,936	($597,444)

HISTORICAL DATA CHART – OTHER EXPENSES

X Total Facility
□ Project Only

OTHER EXPENSE CATEGORIES	Year 2014	Year 2015	Year 2016
1. Professional Services Contract	$26,877	$251,941	$176,295
2. Contract Labor	$209,591	$342,085	$100,543
3. Imaging Interpretation Fee	$0	$0	$0
4. Other Expenses	$519,077	$713,281	$501,701
Total Other Expenses	$755,544	$1,307,307	$778,539

4. Complete Projected Data Charts on the following two pages.

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the Proposal Only. The second Chart should reflect information for the total facility. Only complete one chart if it suffices.

PROJECTED DATA CHART

X Total Facility
□ Project Only

Give information for the last two (2) years following the completion of this proposal. The fiscal year begins in January. (Month)

	Year 2017	Year 2018
A. Utilization data (Specify unit of measure: Visits	1,293	1,358
B. Revenue from Services to Patients		
1. Inpatient Services	$0	$0
2. Outpatient Services	$0	$0
3. Emergency Services	$0	$0
4. Other Operating Revenue (Specify) Infusion Services	$115,219,317	$120,980,283
Gross Operating Revenue	$115,219,317	$120,980,283
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$89,764,367	$99,252,585
2. Provision for Charity Care	$0	$0
3. Provisions for Bad Debt	$1,089,410	$1,143,884
Total Deductions	$90,853,777	$95,396,465
NET OPERATING REVENUE	$24,365,541	$25,583,818
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	$2,490,920	$2,615,472
b. Non-Patient Care	$2,345,303	$2,415,662
2. Physician Salaries and Wages	$0	$0
3. Supplies (includes drug cost and other COGS)	$16,489,865	$17,314,355
4. Rent		
a. Paid to Affiliates (Pass through)	$318,566	$318,566
b. Paid to Non-Affiliates	$0	$0
5. Management Fees		
a. Paid to Affiliates	$217,942	$217,942
b. Paid to Non-Affiliates	$0	$0
6. Other Operating Expenses	$778,539	$778,539
Total Operating Expenses	$22,641,140	$23,660,539
E. Earnings Before Interest, Taxes and Depreciation	$1,724,401	$1,923,279
F. Non-Operating Expenses		
1. Taxes	$145,600	$163,072
2. Depreciation	$386,472	$386,472
3. Interest	$0	$0
4. Other Non-Operating Expenses	$1,673	$1,673
Total Non-Operating Expenses	$533,745	$551,217
NET INCOME (LOSS)	$1,190,653	$1,372,062
G. Other Deductions		
1. Annual Principal Debt Repayment	$0	$0
2. Annual Capital Expenditure	$386,472	$386,472
Total Other Deductions	$386,472	$386,472
NET BALANCE	$804,183	$985,590
DEPRECIATION	$386,472	$386,472
FREE CASH FLOW (Net Balance + Depreciation)	$1,140,655	$1,372,062

PROJECTED DATA CHART – OTHER EXPENSES

X Total Facility
□ Project Only

OTHER EXPENSE CATEGORIES	Year 2017	Year 2018
1. Professional Services Contract	$176,295	$176,295
2. Contract Labor	$100,543	$100,543
3. Imaging Interpretation Fees	$0	$0
4. Other Expenses	$501,701	$501,701
Total Other Expenses	$778,539	$778,539

5. A. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the project. Please complete the following table.

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue / Utilization Data)	$86,150	$89,141	$89,110	$89,087	0.0%
Deductions from Revenue (Total Deductions / Utilization Data)	$67,490	$72,090	$70,266	$70,248	(2.6%)
Average Net Charge (Net Operating Revenue / Utilization Data)	$18,550	$17,051	$18,844	$18,839	10.5%

B. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

C. Compare the proposed charges to those of similar facilities in the service area/adjoining service area, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

6. A. Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principle parties that will be a source of funding for the project.

B. Net Operating Margin Ratio – Demonstrates how much revenue is left over after all of the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table:

Year	2nd Year previous to Current Year	1st Year previous to Current Year	Current Year	Projected Year 1	Projected Year 2
Net Operating Margin Ratio	8.3%	5.1%	6.6%	7.1%	7.5%

C. Capitalization Ratio (Long-term debt to capitalization) – Measures the proportion of debt financing in a business's permanent (Long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is: (Long-term debt / (Long-term debt / Total Equity (Net Assets)) X 100).

For the entity (applicant and/or parent company) that is funding the proposed project please provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. The Capitalization Ratios are not expected from outside the company lenders that provide funding.

7. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare / Medicaid and medically indigent patients will be served by the project. Additionally, report the estimated gross operating revenue dollar amount and percentage of projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below.

Applicant's Projected Payor Mix, Year 1

Payor Source	Projected Gross Operating Revenue	As a % of Total
Medicare/Medicare Managed Care	$34,565,795	30.0%
TennCare / Medicaid	$12,098,028	10.5%
Commercial / Other Managed Care	$67,288,082	58.4%
Self-Pay	$1,267,412	1.1%
Charity Care	$0	0%
Other (Specify)_____	$0	0%
Total	$115,219,317	100%

8. Provide the projected staffing for the project year in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. The can be reports using full-time equivalents (FTE) positions for these positions. Additionally, please identify projected salary amounts by position classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources.

Position Classification	Existing FTEs (2016)	Projected FTEs year 1	Average Wage (Contractual Rate)	Area Wide / Statewide Prevailing Wage
Direct Care Positions				
Delivery	3.00	3.00		$ 29,224
Dietician	2.60	2.60		$ 76,298
Nurse	3.20	3.20		$ 68,434
Pharm Tech	10.50	10.50		$ 33,260
Pharmacist	5.75	5.75		$ 122,867
Total Direct Care Positions	25.05	25.05		
Non-Patient Care Positions				
Administrative	3.00	3.00		$ 85,169
Intake	11.25	11.25		$ 38,329
Clinical Liaison	6.00	6.00		$ 68,699
Nurse Manager	3.00	3.00		$ 85,957
Pharmacy Manager	2.00	2.00		$ 87,809
Account Manager	2.00	2.00		$ 77,304
Warehouse/Delivery	3.00	3.00		$ 43,023
Total Non-Patient Care Positions	30.25	30.25		
Total Employees (A+B)	55.30			
Contractual Staff	0			
Total Staff (A+B+C)	55.30			

9. Describe all alternatives to the project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:

   A. Discuss the availability of lest costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practical, justify why not, including reasons as to why they were rejected.

   Alternative methods included renovation of the existing principal location and expansion of the existing principal location. Due to the joint relationship with WIRS, the facilities currently occupied were no longer sufficient to support the pharmacy business. Expansion was not a possibility due to a lack of available space to either side of the current business in the occupied building. Renovations were not an option due to the extended amount of time that the pharmacy would need to be inoperable, and the amount of financial loss that would be incurred by the business with that option. Therefore, the least costly alternative that would meet the needs of both the nursing and pharmacy businesses was to relocate and renovate a newly leased space.

   B. Document that consideration has been given to alternatives to new construction.

   The new leased space will incorporate both modernization and shared arrangements with WIRS for both pharmacy and nursing services. The pharmacy business will incorporate state of the art sterile compounding equipment and standards of practice to increase the volume capacity of the business. Nursing will adopt new, faster computer technologies that will assist in scheduling, documenting, and billing for nursing services.

(3) QUALITY MEASURES

The applicant verifies that we will report annually using forms prescribed by the Agency concerning continued need and appropriate quality measures as determined by the Agency pertaining to the certificate of need, if approved.

SECTION C: STATE HEALTH PLAN QUESTIONS

T.C.A. ss68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at http://www.tn.gov.gov/health/topic/health-planning). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the 5 Principles for Achieving Better Health found in the State Health Plan.

1. The purpose of the State Health Plan is to improve the health of the people of Tennessee.

   The timely provision of appropriate, clinical expert services to home health patients is essential to support an uninterrupted continuity of care and to avoid patient deterioration and/or re-hospitalization. This project will allow nursing services to continue to provide home nursing care for patients with chronic and complex conditions requiring extended dosing times that will not be serviced by other home health providers in this service area.

2. People in Tennessee should have access to health care and the conditions to achieve optimal health.

   The continued availability of this highly specialized home health provider in its current service areas will continue to improve patient access to needed home care services.

3. Health resources in Tennessee, including health care, should be developed to addre3ss the health of people in Tennessee while encouraging economic efficiencies.

   The project will continue to bring to the service area a continued option for the care of complex cases, both pediatric and adult. This project will continue to provide expanded access to low-income and indigent care for complex patients.

4. People in Tennessee should have confidence that the quality of health care is continually monitored and standards are adhered to by providers.

   The applicant is currently licensed through The Department of Health and is accredited by the Accreditation Commission for Health Care (ACHC).

5. The state should support the development, recruitment and retention of a sufficient and quality health workforce.

   The principal location will continue to support the development, recruitment, and retention of its healthcare workforce. This nursing operation offers a full range of medical, financial, and personal benefits; including but not limited to medical and dental insurance, long-term disability insurance, life insurance, retirement planning and investment option, and employee assistance programs for legal, and psychiatric referrals. Additionally, this nursing operation will offer professional training and credentialing assistance for qualified employees.

(4) CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

1. List all existing health care providers (i.e. Hospitals, nursing homes, home care organizations, etc.) managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as transfer agreements, contractual agreements for health services.

   Walgreens has a Joint Venture with Vanderbilt Hospital and its outlying facilities whereby care is jointly coordinated in order to provide infusion services to patients in the home. We have contractual agreements with the following home health agencies: Tennova Home Health, Camellia Home Health, Suncrest Home Health in Winchester, Amotec Home Health and NHC HomeCare. The applicant coordinates nursing services with these agencies intermittently as needed. Additionally, we have managed care contracts with Amerigroup, TennCare Select and UHC Community.

2. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area Discuss any instances of competition and or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project

   A. Positive Effects:
   This project is to relocate the principal administrative office only not to change the service area.

   B. Negative Effects:
   This project will have no negative effect on the healthcare system. Our service area will remain in the same 33 counties where we currently hold a CON. The majority of the services we provide is home infusion and is not in direct competition to other home health agencies.

3. A. Discuss the Availability of and Accessibility of human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

   WIRS has been able to appropriately staff the existing principal office. The proposed change of its location will not impact the ability to continue to staff appropriately. The clinical staffing matrix is not attributable to relocation of the principal office address. There are no issues with ongoing recruitment. WIRS is very aware of state agency requirements for staffing and operating home health agencies and upholds those requirements.

   B. The applicant verifies that we have reviewed and understand all licensing and/or certification as required by the State of Tennessee and/or the Accreditation Commission for Health Care (ACHC), the applicants accrediting agency. These include without limitation, regulations concerning clinical leadership and supervision, quality assurance policies and programs, utilization review, policies and procedures, clinical programs, record keeping, clinical staffing requirements, and staff education.

   C. Discuss the applicant's participation in training of students in the areas of medicine, nursing, social work etc. (e.g., internships, residencies, etc.). **N/A**

4. Identify the type of licensure and certification requirements applicable and verify the applicant has reviewed and understands them. Discuss any additional requirements, if applicable. Provide the name of the entity from which the applicant has received or will receive licensure, certification and/or accreditation.

   WIRS verifies that we have reviewed and understand the licensure and accreditation requirements.

   Licensure: Board for Licensing Health Care Facilities, State of Tennessee Department of Health as a Home Care Organization.

   Certification: N/A

   Accreditation: Accreditation Commission for Health Care (ACHC)

   A. If an existing institution, describe the current standing with any licensing, certifying or accrediting agency. Provide a copy of the current license of the facility and accreditation designation.

      Licensure: Board for Licensing Health Care Facilities, State of Tennessee Department of Health as a Home Care Organization – Active Status, Good Standing.
      - **See Attachment Section B-4. A. 1**

      Certification: N/A

      Accreditation: Accreditation Commission for Health Care (ACHC) – Active Status, in good standing as a Pharmacy, Ambulatory Infusion Center, Infusion Nursing Services, Infusion Pharmacy Services, including Sterile Compounding, Ref. USP <797>.
      - **See Attachment Section B–4. A. 2**

   B. For existing providers, please provide a copy of the most recent statement of deficiencies / plan of correction and document that all deficiencies have been corrected by providing a letter from the appropriate agency.

      Licensure:
      - **See Attachment Section B–4. B. 1**

      Certification: N/A

      Accreditation:
      - **See Attachment Section B-4. B. 2**

5. Respond to all of the following and for such occurrences, identify, explain and provide documentation:

   B. Has any of the following:
      1) Any person(s) or entity with more than 5% ownership, (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant):

Vanderbilt Health Services, LLC	50%
Option Care Enterprises, Inc.	50%

      2) Any entity in which any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%;

Vanderbilt Health Services, LLC	50%
Option Care Enterprises, Inc.	50%

3) Any physician or other provider of health care, or administrator employed by an entity in which any person(s) or entity with more than 5% ownership in the applicant (to include any entity in the chain of ownership for applicant) has an ownership of more than 5%: **N/A**

C. Been subjected to any of the following:

1) Final Order or judgement in a state licensure action:

Yes
- **See Attachment Section B-5. B. 1**

2) Criminal fines in cases involving a Federal or State health care offense: **No**

3) Civil monetary penalties in cases involving a Federal or State health care offense: **No**

4) Administrative monetary penalties in cases involving a Federal or State health care offense:

Yes
- **See Attachment Section B-5. B. 1**

5) Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health are items and services: **No**

6) Suspension or termination of participation in Medicare or Medicaid / TennCare programs: **No**

7) Is presently subject of/to an investigation, regulatory action, or party in any civil or criminal action of which you are aware: **No**

8) Is presently subject to a corporate integrity agreement: **No**

6. Outstanding Projects

A. Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and

Outstanding Projects					
			Annual Progress Reports		
CON Number	Project Name	Date Approved	Due Date	Date Filed	Expiration Date
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

B. Provide a brief description of the current progress, and status of each applicable outstanding CON: **N/A**

7. Equipment Registry – For the applicant and all entities in common ownership with the applicant.

A. Do you own, lease, operate, and/or contract with a mobile vendor for a Computed Tomography scanner (CT), Linear Accelerator, Magnetic Resonance Imaging (MRI), and/or Positron Emission Tomographer (PET)? **No**

B. If yes, have you submitted their registration to HSDA? **N/A**

C. If yes, have you submitted your utilization to Health Services and Development Agency? **N/A**

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of publication as proof of the publication of the letter of intent.

SEE ATTACHMENT – PROOF OF PUBLICATION - RON

NOTIFICATION REQUIREMENTS
(Applies only to Nonresidential Substitution-Based Treatment Centers for Opiate Addiction): N/A

DEVELOPMENT SCHEDULE

T.C.A ss68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that they Agency may, in granting the Certificate of Need, allow longer periods if the validity for Certificates of Need for Good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.

2. If the response to the preceding question indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph, please state below any request for an extended schedule and document the "good cause" for such an extension. **N/A**

PROJECT COMPLETION FORECAST CHART

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in item 1. Below, indicate the number of days from the HSDA date to each phase of the completion forecast.

Phase	Days Required	Anticipated Date (Month/Year)
1. Initial HSDA decision		02/15/17
2. Architectural and engineering contract signed		Completed
3. Construction documents approved by the Tennessee Dept. of Health		Completed
4. Construction contract signed		Completed
5. Building permit secured		Completed
6. Site preparation completed		Completed
7. Building construction commenced		Completed
8. Construction 40% complete		Completed
9. Construction 80% complete		Completed
10. Construction 100% complete, approved for occupancy		Completed
11. Issuance of license		03/01/2017
12. Issuance of service		03/03/2017
13. Final Architectural Certification of Payment		Completed
14. Final Project Report Form submitted (form HR0055)		04/01/2017

For projects that DO NOT involve construction or renovation complete items 11 & 12 only.

OPERATING AGREEMENT

OF

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

A TENNESSEE LIMITED LIABILITY COMPANY

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS. NEITHER THESE MEMBERSHIP INTERESTS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS OPERATING AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME.

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OPERATING AGREEMENT

OF

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

THIS OPERATING AGREEMENT of WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC, a limited liability company organized pursuant to the Tennessee Revised Limited Liability Company Act (the "**Company**"), shall be effective as of August 1, 2009, by and among the Company and the Persons executing this Operating Agreement as Members.

ARTICLE I
DEFINITIONS AND DEFINED TERMS

Section 1.1 Definitions

The following terms used in this Operating Agreement shall have the following meanings unless otherwise expressly provided herein:

"**Act**" shall mean the Tennessee Revised Limited Liability Company Act, as amended from time to time, and any successor thereto.

"**Additional Capital Contribution**" shall mean any Capital Contribution other than an Initial Capital Contribution.

"**Additional Member**" shall mean a Member, other than an Initial Member or a Substitute Member, who has acquired a Membership Interest from the Company and has become a Member in accordance with Section 17.3.

"**Adjusted Capital Account Deficit**" shall mean the negative balance in a Member's Capital Account at the end of a particular taxable year, after (a) increasing the Capital Account with (1) the amount, if any, of such negative balance the Member is obligated to restore under this Agreement, and (2) the amount of such negative balance the Member is deemed obligated to restore under Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (b) reducing the Capital Account with the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"**Affiliate**" shall mean with respect to any Entity, any Person which directly or indirectly controls, is controlled by, or is under common control with such Entity, including without limitation, any Person who is a Director, officer, general partner or managing partner of such Entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to (a) vote a majority of the equity interests having ordinary voting power for the election of Directors (or the other designated central governing body) of such Entity, or (b) direct or cause the direction of management and policies of such Entity, whether through the ownership of voting securities, by contract or otherwise and either alone or in conjunction with others or any group.

"**Appraised Value**" shall mean the fair market value of Membership Interests or

Financial Rights, as the case may be (each, an "**Interest**"), as determined by the following process: The Member selling Interests (the "**Seller**") and the Member purchasing Interests (the "**Purchaser**") shall negotiate in good faith to determine the Appraised Value. If the Seller and Purchaser are unable to mutually agree upon an Appraised Value, then the Appraised Value shall be determined by one (1) independent appraiser mutually agreed upon and appointed by the Seller and Purchaser. The Seller and Purchaser shall each bear one-half of the cost of selecting and paying the independent appraiser. If the Seller and Purchaser are unable to mutually agree upon one (1) appraiser, then (i) one (1) appraiser shall be appointed and paid for by the Seller (the "**Seller's Appraiser**"), (ii) one (1) appraiser shall be appointed and paid for by the Purchaser (the "**Purchaser's Appraiser**"), and (iii) one (1) appraiser shall be selected by the Seller's Appraiser and the Purchaser's Appraiser (the "**Third Appraiser**"). The Seller and the Purchaser shall each bear one-half of the cost of selecting and paying the Third Appraiser. In the event that either Seller or Purchaser shall fail to appoint an appraiser within ten (10) days after the other party has given Notice of the name of its appraiser, such Seller or Purchaser shall be deemed to have forfeited and waived its right to appoint an appraiser, no Third Appraiser shall be appointed, and the sole appointed appraiser shall determine the Appraised Value. If there are three (3) appraisers, the Appraised Value shall be mutually determined by the appraisers. If the appraisers are unable to agree upon the Appraised Value, then the Appraised Value shall be the average of the two (2) closest determinations, in dollar value, made by the three (3) appraisers. All appraisers selected pursuant to this Operating Agreement shall be reputable appraisers with experience in valuing healthcare businesses and shall employ usual and customary methodologies for such appraisals.

"**Articles**" shall mean the Articles of Organization of the Company, as amended from time to time.

"**Assignee**" shall mean a transferee of Financial Rights who has not been admitted as a Substitute Member.

"**Available Cash Flow**" means all cash funds of the Company on hand or in bank accounts beneficially owned by the Company at any particular time, less the sum of the following to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, (b) all expenditures incurred incident to the normal operation of the Company's Business and (c) provisions for the adequate reserves for reasonably anticipated expenses and contingencies (which shall include fees payable to Affiliates) as the Board of Directors deems reasonably necessary to the proper operation of the Company's Business.

"**Board of Directors**" or "**Board**" shall mean the Board of Directors elected pursuant to Article VI.

"**Book Value**" means, with respect to any Company property, the Company's adjusted basis for Federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted (in the case of permitted adjustments, to the extent the Company makes such permitted adjustments) by Treasury Regulation Section 1.704 1(b)(2)(iv)(d) (g) and (m).

"**Call Notice**" shall mean written Notice provided by a Member that is exercising a Call Option under Article XIV to the other Member.

"**Call Option**" shall mean the right of a Member to purchase the other Member's interest.

"**Capital Account**" shall mean the account maintained with respect to a Member or Assignee determined in accordance with Article XII.

"**Capital Contribution**" shall mean any contribution of Property or services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

"**Charity Care**" shall mean care rendered to indigent individuals with no expectation of payment.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto.

"**Company Minimum Gain**" has the meaning for partnership minimum gain as defined in Treasury Regulation Section 1.704 2(d).

"**Company Nonrecourse Liability**" has the meaning for nonrecourse liability set forth in Treasury Regulation section 1.704 2(b)(3).

"**Company Property**" shall mean any Property owned by the Company.

"**Competitor**" means any organization that directly or indirectly owns (in whole or in part), manages or operates a facility that provides inpatient or outpatient health services within the geographic area extending for a 100 mile radius from that portion of Vanderbilt's campus bordered by 21st Avenue, West End Avenue and Blakemore Avenue within Davidson County, Tennessee.

"**Contribution Agreement**" shall mean a binding agreement between a Person and the Company under which the Person has an obligation to make a Capital Contribution to the Company in the future and the Company agrees that if the Person makes the specified Capital Contribution at the time and in the manner specified for the Capital Contribution in the future, the Company will accept the Capital Contribution and reflect the Capital Contribution in its records and will admit the contributor as a Member.

"**Contribution Allowance Agreement**" shall mean an agreement between a Person and the Company under which the Person has the right, but not the obligation, to make a Capital Contribution to the Company in the future, and the Company agrees that if the Person makes the specified Capital Contribution at the time and in the manner specified for the Capital Contribution in the future, the Company will accept the Capital Contribution and reflect the Capital Contribution in its records.

"**Default Interest Rate**" shall mean the then current prime rate quoted in the Wall Street Journal on the date on which the rate is to be applied, plus one (1) percentage point.

DEC 12 '16 PM2:58

"**Director**" shall mean a member of the Board of Directors.

"**Disposition**" or "**Dispose**" shall mean any sale, assignment, transfer, lease, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"**Dissociation**" or "**Dissociate**" shall mean any action or event which causes a Person to cease to be Member of the Company pursuant to Article XVIII hereof.

"**Dissolution Event**" shall mean an event, the occurrence of which will result in the dissolution of the Company under Article XVIII unless the Members holding a majority of Governance Rights agree to the contrary.

"**Distribution**" shall mean a transfer of Property made by the Company to a Member or an Assignee on account of such Member's or Assignee's Financial Rights as described in Article XIII.

"**Effective Date**" shall mean the date upon which this Operating Agreement shall become effective under Section 2.3.

"**Entity**" shall mean any entity permitted to be a Member of a limited liability company under the Act. The term "Entity" includes, without limitation, any corporation (both foreign and domestic, in both nonprofit and other corporations) partnership (both limited and general), joint venture, limited liability company, unincorporated association, business or other trust and estate, a government or any agency or political subdivision thereof, accountable health plan, health insurance coalition, insurance group, health maintenance organization, preferred provider organization, independent practice association, foundation or other entity.

"**Financial Rights**" shall mean a Member's or Assignee's share of the Company's Net Income, Net Losses, and Distributions of the Company's Property pursuant to this Operating Agreement and the Act, but shall not include any Governance Rights, including any right to participate in the operation, management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members. Each Member's Financial Rights shall be a ratio, expressed as a percentage, which is the ratio that the Capital Contribution of such Member bears to the total Capital Contributions of all Members. The initial percentages are set forth on the Statement of Members' Interests attached hereto as Schedule 1.

"**GAAP**"--generally accepted United States accounting principles.

"**Governance Rights**" shall mean all of a Member's rights as a Member in the Company other than Financial Rights, including, without limitation, the right of the Member to vote for the election of Directors and other significant business and affairs of the Company. Governance Rights include, without limitation, the right to vote on, consent to or otherwise participate in any decision, vote or action of or by the Members granted pursuant to this Operating Agreement and the Act. Governance Rights shall be exercised in the same percentages as equal the Financial Rights of the Members determined from time to time.

"**Initial Capital Contribution**" shall mean the Capital Contribution made by the Members pursuant to a Contribution Agreement and set forth on Schedule 1 attached hereto.

"**Initial Contribution Agreement**" shall mean that certain Contribution Agreement by and between the Company, VHS, OCE and Walgreens-Option Care, Inc., a Kentucky corporation, dated July 1st, 2009.

"**Initial Member**" shall mean the Members listed on Schedule 1 as of the Effective Date of this Operating Agreement.

"**Management Services Agreement**" shall mean the management agreement between the Company and OCE dated of even date herewith, and any amendment thereto or restatement thereof.

"**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company.

"**Medical Director**" shall mean the licensed physician selected and employed by VHS to provide medical direction and oversight to the Company pursuant to the terms of the Medical Director Agreement.

"**Medical Director Agreement**" shall mean that certain Medical Director Agreement by and between the Company and Vanderbilt, dated August 1, 2009.

"**Member**" shall mean an Initial Member, a Substitute Member or an Additional Member of the Company.

"**Member Minimum Gain**" has the meaning for partner nonrecourse debt minimum gain as defined in Treasury Regulation Section 1.704 2(i)(3).

"**Member Nonrecourse Deductions**" has the meaning for partner nonrecourse deductions set forth in Treasury Regulation Sections 1.704 2(i)(1) and 1.704-2(i)(2).

"**Member Nonrecourse Liability**" has the meaning for partner nonrecourse liability set forth in Treasury Regulation Section 1.704 2(b)(4).

"**Membership Interest**" shall mean a Member's entire interest in the Company including such Member's Financial Rights, a Member's right to assign Financial Rights and a Member's Governance Rights, all as provided in this Operating Agreement. If a Member has assigned some or all of its Financial Rights, then, with respect to that Member, "Membership Interests" shall mean the Member's Governance Rights, any remaining Financial Rights of the Member, and the Member's right to assign any remaining Financial Rights.

"**Middle Tennessee Area**" shall mean that portion of the state east of the Tennessee River's western crossing of the state (in which it flows northward back into Tennessee after having flowed through northern Alabama) and west of the dividing line between the Eastern and Central time zones.

"**Net Income**" or "**Net Loss**" shall mean, for each Taxable Year, an amount equal to the Company's taxable income or loss (after the adjustments described below) for each Taxable

Year, determined in accordance with Code Section 703(a). For this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(l)(B), Code Section 705(a)(2)(B) and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for Federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

(v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(vi) Items of income, gain, loss and deduction of the Company with respect to any property distributed to a Member shall be computed as if the Company had sold such property on the date of such distribution at a price equal to its fair market value at that date.

(vii) Items which are specially allocated pursuant to Sections 13.2, 13.3, 13.4 and 13.5 shall be excluded in the determination of Net Income and Net Loss.

"**Notice**" shall be in writing. Notice to the Company shall be considered given when duly given to the President of the Company at the address of the Company's Principal Executive Office. Notice to an Officer or Director of the Company shall be considered given when duly given at such Officer's or Director's address as reflected in the records of the Company or at such other address as the Officer or Director may from time to time specify by written Notice to the Company. Notice to a Member shall be considered given when duly given at such Member's address as reflected on Schedule 1 to this Operating Agreement or at such other address as the

Member may from time to time specify by written Notice to the Company. Notice shall be deemed duly given and received, (i) if given by first-class registered or certified mail, two business days after posted with the United States Postal Service, (ii) if given by nationally recognized and reputable overnight express carrier, one business day after delivery to such carrier, (iii) if given by facsimile or electronic mail, upon confirmation of receipt. Notice shall also be given as provided in the Act.

"OCE" shall mean Option Care Enterprises, Inc., a Delaware corporation.

"Officer" shall mean a person elected, appointed, or otherwise designated as an officer by the Board of Directors pursuant to Article VII.

"Operating Agreement" shall mean this Operating Agreement including all amendments hereto adopted in accordance with Section 20.2 and the Act.

"Outside Manager" shall mean OCE or its successors.

"Person" shall mean any individual or any Entity.

"Principal Executive Office" shall mean the principal office of the Company designated in Section 2.5, or any other place as the Board of Directors may from time to time deem advisable.

"Property" shall mean any property real, personal or mixed, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Put Event" shall mean any event giving rise to a Member's right to exercise a Put Option under Article XIV.

"Put Notice" shall mean written Notice provided by a Member that is exercising a Put Option under Article XIV to the other Member.

"Put Option" shall mean the right of a Member to cause the other Member to purchase the first Member's Membership Interest.

"Regulations" shall mean the permanent, temporary, proposed, or proposed and temporary regulations issued by the Department of the Treasury that are promulgated under the Code as amended.

"Substitute Member" shall mean an Assignee who has been admitted as a Member of the Company in accordance with Section 17.2. Upon becoming a Member of the Company, such Assignee shall have all the rights of a Member as are described more fully in Section 17.1 hereof.

"Supermajority Vote" or **"Supermajority of the Voting Power"** shall mean seventy-five percent (75%) of the Voting Power of the Members or the Board of Directors entitled to vote on the matter, as the case may be.

"**Taxable Year**" shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

"**Taxing Jurisdiction**" shall mean the taxing jurisdiction of the Federal government and of any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

"Vanderbilt" means Vanderbilt University.

"VHS" shall mean Vanderbilt Health Services, Inc., a Tennessee non-profit corporation and tax-exempt Affiliate of Vanderbilt University.

"**Voting Power**" shall mean, with respect to a Member, its percentage Governance Rights, and shall mean, with respect to the Board of Directors, each Director's right to cast one vote.

Section 1.2 List of Additional Defined Terms.

The following terms shall have the meanings ascribed to them in the section noted:

Defined Term	Section
Bid Notice	6.15(b)(i)
Bid Period	6.15(b)(i)
Bid Procedure	6.15
Bona Fide Offer	14.4(a)
Business	3.1
Claimant	21.3
Company	Preamble
Deadlock	21.1
Dispute	21.2
Dissolution Events	18.3
Effective Call Date	14.2(a)
Effective Put Date	14.1(f)
Material Agreement	6.14(h)

OCE Competitor ..... 14.4(b)

OCE Directors 6.2

OCE License 2.2

Recipient 21.3

Securities Acts 19.3

Term 18.3

Tie Vote 21.1

UBTI 3.2

VHS Directors 6.2

VHS License 2.2

ARTICLE II
FORMATION OF COMPANY

Section 2.1 Formation

The Company was formed on March 24, 2008 as a Tennessee Limited Liability Company under and pursuant to the Act by filing the Articles with the Secretary of State of Tennessee. As of the Effective Date hereof, the Initial Members hereby adopt this Operating Agreement as the operating agreement of the Company. It is the intention of the Members that the Company be treated as a partnership for Federal, state and foreign tax purposes for so long as the Company has more than one Member.

Section 2.2 Name

The name of the Company is Walgreens Infusion and Respiratory Services, LLC or such other name or names as may be selected by the Members from time to time. VHS hereby grants the Company a nonexclusive, royalty-free license (the "**VHS License**") to use the name "Vanderbilt" in the trade name of the Company or for marketing purposes for so long as the Company continues with VHS or an Affiliate of VHS as a Member of the Company; provided, however, that VHS may, in its sole discretion, terminate the VHS License at any time and for any reason by providing at least thirty (30) days prior written Notice to the Company. In the event that (a) VHS terminates the VHS License, (b) VHS (including any Affiliate of VHS) ceases to own any Membership Interest in the Company or (c) the Company makes a final liquidating distribution, then upon the effective date of such event, (x) the Company's right to use the name "Vanderbilt" and any goodwill associated with that name shall terminate and automatically revert to VHS and (y) the Members agree that this Operating Agreement and the

Articles will be amended, if necessary, to change the trade name or name for marketing purposes of the Company to eliminate from such name any reference to the name "Vanderbilt." In the event that the VHS License is terminated pursuant to the terms of this Operating Agreement, neither OCE nor its Affiliates nor any other Member of the Company shall have a right or claim for indemnity, compensation, or damages as a result of such termination. OCE hereby grants the Company a nonexclusive, royalty-free license (the "**OCE License**") to use the name "Walgreens" in the name of the Company for so long as the Company continues with OCE or an Affiliate of OCE as a Member of the Company; provided, however, that OCE may, in its sole discretion, terminate the OCE License at any time and for any reason by providing at least thirty (30) days prior written Notice to the Company. In the event that (i) OCE (including any Affiliate of OCE) ceases to own any Membership Interest in the Company or (ii) the Company makes a final liquidating distribution, then upon the effective date of such event, (a) the Company's right to use the name "Walgreens" and any goodwill associated with that name shall terminate and automatically revert to OCE and (b) the Members agree that this Operating Agreement and the Articles will be amended, as required, to change the name of the Company to eliminate from such name any reference to the name "Walgreens." In the event the OCE License is terminated pursuant to the terms of this Operating Agreement, neither VHS nor its Affiliates nor any other Member of the Company shall have any right or claim for indemnity, compensation, or damages as a result of such termination. For purposes of determining the Appraised Value, the Members' Capital Accounts and final liquidating distributions, no monetary value shall be assigned to the right to use the name "Walgreens" or "Vanderbilt," as applicable, or to any associated goodwill with the respective name.

Section 2.3 Effective Date

This Operating Agreement is effective as of the date set forth on the first page of this Operating Agreement.

Section 2.4 Registered Agent and Office

The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles. The Board of Directors may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the location of the registered office shall change, the Board of Directors shall promptly designate a replacement registered agent or file a Notice of Change of Address as the case may be.

Section 2.5 Principal Executive Office

The Principal Executive Office of the Company is located at _____. The Company may locate its Principal Executive Office at any other place as the Board of Directors may from time to time deem advisable.

ARTICLE III
BUSINESS OF COMPANY

Section 3.1 Business and Powers

The purpose and business of the Company shall be to operate a business to provide all services generally associated with home medical equipment and home infusion therapy services (including but not limited to home oxygen services) to patients in the Middle Tennessee area (the "**Business**"). The Company shall have any and all powers necessary to or reasonably connected with the Business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business and to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

Section 3.2 Charitable Purpose

It is the intention of the parties that the Company and the Business will be operated in such a manner as to preserve the tax-exempt status of VHS under Code Section 501(c)(3) and that income allocated to VHS will not be subject to Federal taxation as unrelated business taxable income, as defined in the Code ("**UBTI**"). For so long as VHS is a Member, the Company and the Business shall be operated and managed in a manner that furthers VHS' charitable purposes by promoting health for a broad cross section of the community, including those persons who are poor. Specifically, the Business shall be operated and managed in a manner:

(a) that provides access to patient care services based on medical necessity, without regard to the patient's race, creed, national origin, gender, payor source or ability to pay;

(b) that provides access to patient care services to individuals covered by Medicare or Medicaid;

(c) that complies with the Charity Care policies of Vanderbilt University; and

(d) that will not, in the reasonable opinion of VHS, on advice of its legal and/or tax counsel, cause it or any of its tax-exempt Affiliates to act other than exclusively in furtherance of its respective tax-exempt purposes or adversely affect its tax-exempt status under Section 501(c)(3) of the Code.

All Members are aware of the limitation on the actions of the Company due to the tax-exempt status and charitable purpose of VHS, and each Member agrees that any decision of the Company to forego an action which would be inconsistent with the tax-exempt status of VHS, or any decision of the Company to take an action which furthers the charitable purposes over any profit making motives of the Company, shall not be a breach of the duty of loyalty or a breach of any fiduciary duty to the Company or its Members, notwithstanding that any such decision is not in the best interest of the Company.

Notwithstanding the powers of the Board of Directors and the Members and all other terms and provisions of this Operating Agreement, VHS shall have the unilateral right to cause the Company and the Board of Directors to take any action that VHS determines, based on the opinion of nationally reputable tax counsel, is needed to (i) ensure that it is able to pursue its charitable purposes through the Company; and (ii) maintain its tax-exempt status.

ARTICLE IV
INFORMATION REGARDING MEMBERS

The name and address, amount and value of any Capital Contributions and the respective Financial Rights and Governance Rights of each Member are set forth on Schedule 1 hereto, as amended from time to time. In the event of any change to the information stated on Schedule 1, the Board of Directors shall promptly cause (a) Schedule 1 to be amended to reflect such change and (b) a copy of the revised Schedule 1 to be provided to each of the Members.

ARTICLE V
MEMBER MEETINGS

Section 5.1 Meetings of Members

Meetings of the Members may be called by any Director, Officer or Member of the Company.

Section 5.2 Place of Meetings

Member meetings shall be held at the Principal Executive Office or at any other place, within or without the State of Tennessee, as the Directors may from time to time elect.

Section 5.3 Notice Requirements

Written or printed Notice stating the place, day and time of the meeting and the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered by or at the direction of the President, the Secretary or the person or persons calling the meeting, to each Member entitled to vote at the meeting, to any other Member who will be entitled to dissent from an action on which Members are to vote at the meeting and to such other persons entitled to notice under the Act. Such notice shall be delivered not less than five (5) days nor more than two (2) months before the date of the meeting.

Section 5.4 Quorum

The holders of a majority of the Voting Power in the Company entitled to vote at the meeting, either present in person or represented by duly executed proxy, shall constitute a quorum at all meetings of the Members, except for any matter that requires the approval of a Supermajority of the Voting Power of the Members of the Company, in which case holders of a Supermajority of the Voting Power in the Company, either present in person or represented by duly executed proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any of those present. A meeting may be adjourned despite the absence of a quorum.

Section 5.5 Voting

Whenever any Company action, other than the election of Directors and except as otherwise provided by law, the Articles or this Operating Agreement, is to be taken by vote of the Members, it shall be taken if authorized by a majority of the Voting Power represented at a meeting at which a quorum is present or represented and entitled to vote thereon.

Section 5.6 Action by Consent

(a) The Members may take any action on which they are entitled to vote by written consent if a written consent is signed by Members who own Membership Interests with Voting Power equal to the Voting Power that would be required to take the same action at a meeting of the Members at which all Members are present.

(b) Action taken under this Section is effective when all Members required by Paragraph (a) have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to vote or take action without a special meeting pursuant to this Section shall be the date the first Member signs a written consent. If an action by the Members is taken without a special meeting as provided in this Section, Notice to the Members shall be considered waived. Prompt Notice of the taking of any action without a meeting under this Section by less than unanimous written consent of the Members shall be given to any Member entitled to vote on the matter that did not sign such written consent.

Section 5.7 Proxies

Members who are entitled to vote may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the Company before being voted. Such proxy shall entitle the holders thereof to vote the Governance Rights of the Member granting the proxy at any meeting or any adjournment of such meeting, but shall be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the Member executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. A proxy directing the holder thereof to vote the Governance Rights against dissolution shall be valid for the term of the Company or for any shorter period of time.

Section 5.8 Meetings by any Form of Communication

At the discretion of the Board of Directors, any and all Members may participate in an annual or special meeting by the use of any means of communication by which all Members participating may simultaneously hear each other during the meeting, to the extent such Member or Members is entitled to attend such meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5.9 Special Member Voting Requirements

Notwithstanding the foregoing provisions of this Section 5 or any other provision of this Operating Agreement, the following matters require approval by a Supermajority Vote of the Members:

(a) Sale of Assets. Sale or other Disposition of all, or substantially all, of the Company's assets or Property in a single transaction or series of related transactions;

(b) Mergers. Merger or consolidation of the Company with or into any other Entity;

(c) Indebtedness. Incur any indebtedness, whether primary, secondary or otherwise (including borrowing money and issuing notes, bonds or other obligations or instruments of indebtedness, financing acquisitions of property or incurring or assuming any liability, obligation or responsibility or potential liability, obligation or responsibility as guarantor, surety or indemnitor) or other obligations under leases in excess of $100,000 in the aggregate;

(d) Purchases. Purchase, lease or acquire assets or Property, or improvements to assets or Property, costing more than $100,000 in any transaction or series of related transactions or any purchase of assets not related to the Business of the Company;

(e) Capital Contributions. Additional Capital Contributions pursuant to Section 12.2;

(f) Additional Members. Admission of Additional Members pursuant to Section 17.3;

(g) Dissociation of Members. Dissociation of a Member pursuant to Section 18.1(a);

(h) Dissolution. Dissolution of the Company pursuant to Section 18.3(a);

(i) Conduct Other Businesses. Conduct or engage in any business or activity other than the Business or substantially change the nature of the Company's Business;

(j) Amendment of Operating Agreement or Articles. Amend the Operating Agreement pursuant to Section 20.2 or amend the Articles;

(k) Insolvency or Assignment. Institute bankruptcy or insolvency proceedings, or make, execute or deliver a general assignment for the benefit of creditors;

(l) Name Change. Subject to Section 2.2, any change in the name of the Company.

ARTICLE VI
BOARD OF DIRECTORS

Section 6.1 Management and Control

Except as otherwise expressly provided by the Articles, this Operating Agreement, the Act or other applicable law, all decisions with respect to the management, operation and control of the business and affairs of the Company and its assets shall be vested exclusively in the Board

of Directors, and in connection therewith, the Board of Directors shall have full and complete authority, power and discretion to manage and control the Company and the Business, to make all decisions regarding those matters and to perform any and all other acts customary or incident to the management of the Company and the Business. The Board of Directors may, by resolution or other writing, expressly delegate its rights and powers to manage and control the business and affairs of the Company to one or more Officers, agents or employees or to the Outside Manager of the Company. Each Director shall discharge all duties as a director, including duties as a member of a committee of the Board of Directors, (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (c) in a manner the director reasonably believes to be in the best interests of the Company; provided, however, that any decision to (i) forego an action which would be inconsistent with the tax-exempt status of VHS, or (ii) take an action which furthers the charitable purposes over any profit making motives of the Company, shall not constitute a breach of fiduciary duty to the Company or its Members, notwithstanding that any such decision is not in the best interest of the Company.

Section 6.2 Number, Tenure and Qualifications

The Board of Directors shall consist of six (6) members. Three of the Directors shall be appointed by VHS (the "**VHS Directors**"), and three of the Directors shall be appointed by OCE, (the "**OCE Directors**"). Each Director shall serve until his successor is duly appointed (in the case of a VHS Director, such appointment to be by VHS and in the case of a OCE Director, such appointment to be by OCE) or until such Director's earlier death, resignation, removal or disqualification.

Section 6.3 Regular Meetings of the Board

Upon Notice given in accordance with the provisions of Section 6.5, the Directors may meet for the purpose of the election of a President, Secretary, Treasurer and such other officers as the Board deems necessary or desirable and the transaction of other business. Other regular meetings of the Board shall be held at such times and places as the Board by resolution may determine and specify, and if so determined no Notice thereof need be given, provided that unless all the Directors are present at the meeting at which said resolution is passed, the first meeting held pursuant to said resolution shall not be held for at least five (5) days following the date on which the resolution is passed and provided that Notice of such resolution shall be furnished to each Director in accordance with the provisions of Section 6.5.

Section 6.4 Special Meetings

Special meetings of the Board of Directors may be held at any time or place whenever called by the President, or by written request of any one Director, Notice thereof being given to each Director by the Secretary or other person calling the meeting. Notwithstanding the foregoing, meetings may be held at any time without formal Notice provided all of the Directors are present or those not present shall at any time waive or have waived Notice thereof.

Section 6.5 Notice

Except as otherwise specifically provided herein, required Notice of any meetings shall be given at least three (3) days previous thereto.

Section 6.6 Meetings by any Form of Communication

The Board of Directors shall have the power to permit any and all Directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.7 Quorum and Voting

A quorum for any meeting of the Board of Directors shall be all of the members of the Board of Directors. When a quorum is present at any meeting, a majority of the Directors present thereat shall decide any question brought before such meeting, except as otherwise provided by law or by this Operating Agreement. The fact that a Director has an interest in a matter to be voted on at the meeting shall not prevent his being counted for purposes of a quorum.

Section 6.8 Proxies

Directors who are entitled to vote may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the Company before being voted. Such proxy shall entitle the holders thereof to vote the Voting Power of the Director granting the proxy at any meeting or any adjournment of such meeting, but shall be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the Director executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period.

Section 6.9 Vacancies

Any vacancy occurring in the Board of Directors, including vacancies by virtue of removal with or without cause, may be filled, in the case of a vacancy due to the removal or other termination of a Director, by the Member originally appointing such Director.

Section 6.10 Removal

Any VHS Director may be removed without cause by VHS and any OCE Director may be removed without cause by OCE. A Director may also be removed for cause by the Board of Directors. Cause shall be defined as the conviction of a felony, adjudication of incompetency, or adjudication of bankruptcy by a court of competent jurisdiction. A Director may be removed by the Board of Directors only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is the removal of a Director or Directors.

Section 6.11 Compensation

The Directors shall be paid their actual and reasonable expenses, if any, of attendance at each meeting of the Board of Directors. The Directors shall not be paid a salary or other compensation as a Director. This provision shall not preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

Section 6.12 Committees

(a) The Board of Directors may designate and appoint from among its members one or more committees, each consisting of two or more Directors, who shall serve as members of such committees at the pleasure of the Board of Directors. Each committee, to the extent provided by resolution of the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the Company. Unless otherwise specified herein, each committee shall consist of an equal number of VHS Directors and OCE Directors.

(b) The Board shall create a Quality Assurance and Clinical Care Improvement Committee, which shall consist of four members. Two of the members shall be appointed by VHS and two members shall be appointed by OCE. The Medical Director of the Company, who shall serve as one of the VHS members, shall serve as the Chairperson so long as the Medical Director Agreement is in place between the Company and Vanderbilt University. The Quality Assurance and Clinical Care Improvement Committee shall be responsible for clinical oversight of the Business, including without limitation, coordination of quality improvement activities, review of all submitted quality improvement reports and other topics appropriate for this committee, determination of quality improvement priorities for committee review and action, and assignment of tasks to appropriate individuals pursuant to the goals of the committee. The Quality Assurance and Clinical Care Improvement Committee shall make recommendations to the Board of Directors regarding the following (without limitation): (i) clinical protocols, (ii) quality standards and measures, (iii) equipment and personnel standards, (iv) community needs assessments, (v) medical direction and (vi) research initiatives and protocols.

Section 6.13 Informal Action by Directors

Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if all Directors consent to taking such action without a meeting. If all Directors consent to taking such action without a meeting, the affirmative vote of the majority of the Directors is the act of the Board unless otherwise required by the Act or this Operating Agreement. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, indicating each signing Director's vote or abstention on the action, and shall be filed with the Company records reflecting the action taken.

Section 6.14 Specific Actions Requiring Authorization of Board

For the avoidance of doubt and in furtherance and not in limitation of the authority vested in the Board of Directors hereunder, each of the following requires the authorization and

approval of the Board of Directors (in addition to any authorization or approval of the Members required by this Agreement or otherwise):

(a) Sale of Assets. Sale or other Disposition of any assets or Property of the Company with a value to the Company, or for an amount in excess, of $10,000 outside the Company's ordinary course of business in any transaction or series of related transactions;

(b) Indebtedness. Incur any indebtedness or obligations under leases in excess of $10,000 outside the Company's ordinary course of business;

(c) Purchases. Purchase any assets or Property in excess of $10,000 outside the Company's ordinary course of business in any transaction or series or related transactions;

(d) Accountants. Select or remove the independent accountants or auditors of the Company or make any significant change to the accounting methods or policies of the Company;

(e) Annual Budgets. Adopt or modify the Company's annual operating budget and annual capital expenditure budget (including the proposed method of financing for any capital expenditures); provided, however, that the most recently adopted budget shall remain in place and binding on the Company pending approval of any new budget by the Board of Directors;

(f) Strategic Plans. Approve strategic plans, major operational policies and any amendments thereto, including without limitation, those relating to medical staff development, clinical procedures, scheduling, investments, compliance, accounting, indigent care, human resources, managed care contracting, insurance, addition/discontinuance of significant services or procedures, entering into any educational or research affiliations, establishment of new facilities;

(g) Officers. Appoint or remove any Officer of the Company;

(h) Material Agreements. Bind or obligate the Company outside the Company's ordinary course of business with respect to any agreement or series of related agreements that would have, or the subject property or services would have, a value or potential cost to the Company in excess of $10,000 (a "**Material Agreement**"), including any material amendment, modification, renewal or termination of any such Material Agreement;

(i) Related Party Transactions. Conduct any business or engage in any transaction with any Member, Outside Manager or Affiliate of the Company or any Affiliate of such Persons other than as contemplated by this Operating Agreement, the Management Services Agreement, the Initial Contribution Agreement or any agreement entered into in connection with the transactions contemplated by such agreements;

(j) Conduct Other Businesses. Conduct or engage in any business or activity other than the Business or substantially change the nature of the Company's Business;

(k) Litigation and Claims. Institute, prosecute, defend or settle any significant claims, litigation or other proceeding involving the Company;

(l) Agreements with Competitors. Enter into any agreement with a Competitor or any Affiliate of a Competitor;

(m) Agreements Not with Members or Affiliates. Enter into any agreement for the provision of clinical services, e.g., medical direction or nursing, with a party who is not a Member or an Affiliate of a Member; provided, however, that if an employee of the Company determines that it is in the best interest of a patient or a potential patient of the Company to contract with such an unaffiliated third party, a short term agreement for a term of less than thirty (30) days may be entered into with notice to the Board of Directors and the consent of the general manager of the Company and the Company's medical director;

(n) Management Services Agreement. Enter into, amend, or, subject to the rights of the VHS Directors under Section 6.3(b) of the Management Services Agreement, terminate the Management Services Agreement between OCE and the Company; and

(o) Agree to Act. Agree to do any of the things described in clauses (a) through (n) of this Section 6.14.

Section 6.15 Special Procedure Upon Expiration or Termination of Management Services Agreement.

(a) The Members shall be required to participate in the "**Bid Procedure**" defined below in the event that:

(i) The Management Services Agreement expires and the Members do not agree upon the manner of continued operation and management of the Company; or

(ii) the Management Services Agreement is terminated in accordance with Sections 6.2(b), 6.2(d), or 6.3(b) of the Management Agreement.

(b) The "Bid Procedure" is as follows:

(i) OCE shall give notice to VHS of an offer to sell not less than one hundred percent (100%) of OCE's Membership Interest or to purchase not less than one hundred percent (100%) of VHS's Membership Interest, as set forth below ("**Bid Notice**") to VHS within 30 days following the expiration or earlier termination of the Management Services Agreement. The Bid Notice must specify the price, which amount shall be based on OCE's good faith determination as to the fair market value of the Membership Interest, and the

terms and conditions pursuant to which OCE proposed to sell its Membership Interest to VHS or to purchase VHS's Membership Interest. An offer to sell OCE's Membership Interest shall automatically be deemed to be a simultaneous offer to purchase VHS's Membership Interest at the same price and upon the same terms and conditions. Similarly, an offer to purchase VHS's Membership Interest shall be deemed to be a simultaneous offer to sell OCE's Membership Interest at the same price and upon the same terms and conditions. Such offer shall be irrevocable for a period of thirty (30) days after the date of the Bid Notice ("**Bid Period**") and VHS shall, on or before the expiration of the Bid Period, accept either the offer to sell or the offer to purchase, but not both, and upon acceptance, OCE shall be required to sell or to purchase, as the case may be. Failure by OCE to give such Bid Notice shall trigger VHS's rights under Sections 14.1(f) and 14.2(a), regardless of whether the event causing application of this Bid Procedure happens at any time prior to the fifth anniversary of the Effective Date of this Operating Agreement.

(ii) At the closing, the selling Member shall execute and deliver to the purchasing Member such deeds, bills of sale, assignments and other instruments as shall reasonably be requested by the purchasing Member to effect the transfer, as of the closing date, of all the selling Member's right, title and interest in the Company and its Property. The parties will make diligent good faith efforts to cause the selling Member to be released as a guarantor or other credit facility with respect to any debts or liabilities of the Company for which such Member has individual liability. Unless otherwise agreed upon by the purchasing Member and the selling Member, the purchasing Member shall pay the purchase price to the selling Member as follows:

(A) An amount equal to fifty percent (50%) of the purchase price shall be paid to the selling Member on the closing date in cash.

(B) The balance of the purchase price shall be evidenced by a promissory note, dated as of the closing date, from the purchasing Member to the selling Member providing for principal to be payable in three (3) consecutive equal quarterly installments, commencing three (3) months from the Closing Date, and for accrued interest to be payable on each principal installment date. The interest rate payable on the unpaid balance of the promissory note shall be adjusted annually and for any given period shall be an annual rate equal to the prime rate in effect on the first banking day of such year plus two percent (2%). The purchasing Member shall have the right to prepay the note, in whole or in part, from time to time, without penalty.

(c) VHS shall have the right to obtain, at its own expense, an independent valuation of the Company to determine the Appraised Value of the Company if it determines that such a valuation is necessary in order to ensure compliance with applicable rules, regulations, and laws. In the event that VHS receives such an independent valuation and such valuation determines that the Appraised Value is

inconsistent with the price offered by OCE in its Bid Notice, then, rather than consummating any transaction pursuant to Subsection (a) above, the Members shall dissolve the Company pursuant to Section 18.3.

ARTICLE VII
OFFICERS

Section 7.1 Number

The Officers of the Company shall be a Chairman of the Board of Directors, a President, a Secretary, a Treasurer and an Assistant Treasurer, each of whom shall be elected by the Board of Directors. Such other Officers or managers as the Board may deem necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and the offices of Chairman of the Board of Directors and President. The Officers need not be Directors or residents of the State of Tennessee.

Section 7.2 Term of Office

Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 7.3 Removal and Resignation

An Officer serves at the pleasure of the Board of Directors and the Board of Directors may remove an Officer at any time with or without cause, subject, however, to the terms of any written contract between the Company and such Officer. The Board of Directors may also eliminate any Officer position other than the President at any time. The removal of an Officer is without prejudice to the contractual rights of the Officer, if any. Any Officer may resign at any time and for any reason. In the event of a vacancy in any office because of death, resignation or removal, the Board of Directors shall elect a successor to such office. Notwithstanding the above, termination of the Outside Manager shall be governed by the terms of the Management Services Agreement.

Section 7.4 Chairman of the Board of Directors

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and the Members, and shall exercise and perform such other powers and duties as may be assigned by the Board of Directors from time to time.

Section 7.5 President

The President shall be the principal executive officer of the Company and shall supervise all of the business and affairs of the Company, except as set forth in Article VIII. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company, except in cases in

which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles or the Operating Agreement or the Board of Directors of the Company. The President shall perform any other duties prescribed by the Board of Directors. In the event that the Company has a vacancy in the office of Secretary, any notices, documents or other matters that otherwise are required to go to the Secretary may be delivered to the President.

Section 7.6 Secretary

The Secretary shall keep accurate membership records for the Company and maintain records of and, whenever necessary, certify all proceedings of the Board of Directors or the Members of the Company. The Secretary shall also receive notices required to be sent to the Secretary and to keep a record of such notices in the records of the Company and shall perform such other duties as are prescribed by the Board of Directors or by the President.

Section 7.7 Treasurer and Assistant Treasurers

The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; (b) receive and give receipts for monies due and payable to the Company from any source whatsoever and deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Directors or the President; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Assistant Treasurers, if any, in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

Section 7.8 Compensation

The Officers shall be paid their actual and reasonable expenses for serving as an Officer.

ARTICLE VIII
OUTSIDE MANAGER

The Company shall enter into the Management Services Agreement with the Outside Manager to manage the day-to-day operations of the Company, for a period of five (5) years from the Effective Date. The Management Services Agreement will contain applicable covenants, restrictions and limitations consistent with the Charitable Purpose set forth in Section 3.2 hereof. Said Management Services Agreement may be subsequently renewed or terminated as provided therein. Any decision of the Outside Manager which is made pursuant to and within the authority of the Management Services Agreement shall be final and binding upon the Company and its Members.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS, INSURANCE AND TRANSACTIONS WITH AFFILIATES

Section 9.1 Indemnification

The Company shall indemnify its Directors and Officers to the fullest extent permitted by the Act. Claims for indemnification shall be presented and approved in the manner provided by the Act.

Section 9.2 Insurance

The Company shall obtain, pay for and thereafter maintain directors' and officers' liability insurance covering errors or omissions of the Directors and Officers of the Company acting in such capacities, in a coverage amount of not less than $5 million. The Company shall carry and maintain property, casualty, general and professional liability and such other types and coverages of insurance to the extent and with the coverages customary for companies similarly situated to the Company.

Section 9.3 Conflicts of Interest

Any proposed transaction or agreement between the Company and any of its Members, Directors, Officers, employees or any Affiliate thereof (other than a transaction expressly authorized to be taken in the Management Services Agreement) which would constitute a conflict-of-interest transaction as such term is generally defined in Section 48-249-404 of the Act must be approved by both OCE and VHS.

Section 9.4 Loans to Members

Any loans or the incurrence of any indebtedness by the Company to any Member or an Affiliate of any Member must be approved by the Members who are not party to such loans or indebtedness, or in the case of a loan to an Affiliate of a Member by the Members who are not Affiliates of such Affiliate, and shall be made on terms and conditions that are at least as favorable to the Company as those that would be available in an arms-length transaction with a third party.

ARTICLE X
RIGHTS, OBLIGATIONS AND COVENANTS OF MEMBERS

Section 10.1 Members not Agents of Company

No Member, solely by virtue of his Membership Interest in the Company, is an agent of the Company and no Member shall have authority to bind the Company by his acts unless the Board of Directors has granted such Member specific, written authority to act for the Company in a particular matter.

Section 10.2 Liability of Members to Third Parties

Unless otherwise provided by the Act, no Member shall be liable under any judgment, decree, or order of a court, or in any other manner, for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any Member, Director, Officer, agent or employee of the Company.

Section 10.3 Liability of Members to the Company

A Member who receives a Distribution made by the Company when the Property of the Company is not sufficient to pay all liabilities of the Company except liabilities to Members on account of their Capital Contributions, is liable to the Company for a period of two (2) years after such Distribution for the amount thereof.

Section 10.4 Noncompetition

(a) VHS Noncompete. After the Effective Date of this Operating Agreement and until the date that is four (4) years following the date on which VHS or any of its Affiliates no longer owns an equity interest in the Company, VHS and its Affiliates shall not, directly or indirectly, alone or in association with others (other than OCE or the Company) in any capacity, whether as an agent, advisor, employee, consultant, sole proprietor, owner, partner, joint venturer, member, manager, investor or otherwise (other than as an owner of five percent (5%) or less of any publicly traded company), participate in the Middle Tennessee Area, other than as a duly authorized agent of Company, in the ownership, management, sales, marketing, product development, business development, strategic planning, operation or control of any enterprise which provides or offers to provide or otherwise engages in the provision of any goods or any services provided or offered by the Company in a home setting at the time of VHS's withdrawal as a Member without written consent of OCE; provided, however, that neither VHS nor its Affiliates shall be prohibited from soliciting or otherwise engaging in discussions or negotiations or entering into any agreements or joint ventures with any Person or Entity regarding any arrangement that may involve the incidental provision of home medical equipment or home infusion therapy services as a component of such arrangement, so long as such agreements or arrangements would not reasonably be expected to have a Material Adverse Effect on the Company's Business. Furthermore, OCE hereby acknowledges and consents to (i) the operation of any retail pharmacy by VHS or any of its Affiliates, including the sale and dispensing of oral, topical and injectable (for self administration by patient only) pharmaceuticals, related retail pharmacy items, and durable medical equipment and supplies, all as are usual and customary and normally stocked by retail pharmacies (as opposed to specialty pharmacies), but not including any direct marketing to physicians or other health care professionals, payors, or hospital discharge planners regarding any drugs specified by name or therapeutic use, (ii) the continued provision by VHS or any of its Affiliates of infusion therapy in owned or leased space (but not the introduction of new infusion therapy operations in a home setting), (iii) the operation of an infusion suite in connection with VHS' (or any of its Affiliates', as the case may be) allergy practice at its current location or at such other location to which such allergy practice may relocate, (iv) infusion conducted in conjunction with hemodialysis, (v) providing any goods or services that VHS or any of its Affiliates currently provide as of the Effective Date of this Operating Agreement, and (vi) the operation, by VHS or any of

its Affiliates, of a specialty pharmacy which delivers items by mail or other common courier. The parties agree and acknowledge that the restrictions set forth in this Section 10.4(a) shall not apply in the event that the Company dissolves pursuant to Sections 6.15(c) and 18.3 of this Operating Agreement or in the event that VHS has sold its Membership Interest to OCE pursuant to Sections 14.1(c)-(e) or Section 14.4; provided, however, that the terms of any noncompete contained in a Bona Fide Offer which serves as the basis for OCE's purchase of a Membership Interest pursuant to Section 14.4 shall be binding on VHS and its Affiliates.

(b) OCE Noncompete. After the Effective Date and until the date that is four (4) years following the date on which OCE or its Affiliates no longer owns an equity interest in the Company, OCE and its Affiliates shall not, directly or indirectly, alone or in association with others (other than VHS or the Company) in any capacity, whether as an agent, advisor, employee, consultant, sole proprietor, owner, partner, joint venturer, member, manager, investor or otherwise (other than as an owner of five percent (5%) or less of any publicly traded company), participate in the Middle Tennessee Area, other than as a duly authorized agent of Company, in the ownership, management, sales, marketing, product development, business development, strategic planning, operation or control of any enterprise which provides or offers to provide or otherwise engages in the provision of any goods or any services provided or offered by the Company in a home setting at the time of OCE's withdrawal as a Member without written consent of VHS; provided, however, that neither OCE nor its Affiliates shall be prohibited from soliciting or otherwise engaging in discussions or negotiations or entering into any agreements or joint ventures with any Person or Entity regarding any arrangement that may involve the incidental provision of home medical equipment or home infusion therapy services as a component of such arrangement, so long as such agreements or arrangements would not reasonably be expected to have a Material Adverse Effect on the Company's Business. Furthermore, VHS hereby acknowledges and consents to (i) the existing written franchise agreement between Option Care, Inc. and Med Equip d/b/a Option Care regarding the provision of infusion therapy services to patients in Lawrenceburg, Tennessee, which agreements were effective and furnished to VHS prior to the Effective Date of this Operating Agreement, (ii) the operation of any retail pharmacy by OCE or any of its Affiliates, including the sale and dispensing of oral, topical and injectable (for self administration by patient only) pharmaceuticals, related retail pharmacy items, and durable medical equipment and supplies, all as are usual and customary and normally stocked by retail pharmacies (as opposed to specialty pharmacies), but not including any direct marketing to physicians or other health care professionals, payors, or hospital discharge planners regarding any drugs specified by name or therapeutic use, (iii) the sale by OCE or any of its Affiliates of any product by means of an order placed over the internet at www.walgreens.com, (iv) the continued provision by OCE or any of its Affiliates of infusion therapy in owned or leased space (but not the introduction of new operations that involve infusion therapy being provided in a home setting), and (v) the operation, by OCE or any of its Affiliates, of a specialty pharmacy which delivers items by mail or other common courier. The parties agree and acknowledge that the restrictions set forth in this Section 10.4(b) shall not apply in the event that the Company dissolves pursuant to Sections 6.15(c) and 18.3 of this Operating Agreement.

(c) Other Opportunities. Except as otherwise restricted by this Section 10.4, the Members hereby agree that the Members and their Affiliates may engage, provide financing, invest or possess an interest in any other organizations, businesses and enterprises of any kind, nature or description, independently or with others. To the fullest extent permitted by the Act, (a) the activities described in the immediately preceding sentence shall not violate any duties or responsibilities to the Company that the Members and their Affiliates may have to the Company and the other Members under the Act, and (b) the fact that the Members or their Affiliates may take advantage of such opportunities and not offer such opportunities, or disclose information pertaining thereto, to the Company or to the other Members, shall not subject the Members or their Affiliates to any liability to the Company or to the other Members whatsoever. Neither the Company nor any other Member shall have any right by virtue of this Operating Agreement, or the relationship created hereby, in or to such ventures, investments or other opportunities, or to the income or profits derived therefrom by the Members or their Affiliates; and, to the fullest extent permitted under the Act, the pursuit of, and nondisclosure of information to the Company pertaining to, such ventures, investments or other opportunities even though competitive with the business of the Company, shall not be deemed wrongful or improper or in violation of this Operating Agreement or any rights of the Company or the Members under the Act or other applicable law.

(d) After Acquired Businesses. Should any Member or an Affiliate of any Member desire to acquire a business that would otherwise violate the provisions of Subsections (a) or (b) of this Section 10.4 in connection with an acquisition of other business units that are strategic to the acquiring Member if such Member acquired the business, such Member shall offer to the Board of Directors of the Company the opportunity to acquire the business on behalf of the Company, in the Board's sole discretion. To the extent that the Company elects not to acquire the business, the provisions of Subsections (a) and (b) of this Section 10.4 are still in full force and effect.

(e) Injunctive Relief. Each Member agrees that a breach or threatened breach of the covenants in Sections 10.4(a) and (b) above would cause irreparable harm to the Company and the other Member for which there is no adequate remedy at law. Accordingly, the Company and each Member shall be entitled, in addition to any other remedies available to it, to seek preliminary and permanent injunctive relief to prevent or enjoin an actual or threatened breach of such covenants or the continuation thereof.

(f) Breach or Potential Breach. In the event of a breach or potential breach of the covenants contained in Section 10.4(a), the OCE Directors shall be empowered and authorized to act on behalf of the Company in enforcing any of the Company's rights with respect to such breach or potential breach. In the event of a breach or potential breach of the covenant contained in Section 10.4(b), the VHS Directors shall be empowered and authorized to act on behalf of the Company in enforcing any of the Company's rights with respect to such breach or potential breach.

ARTICLE XI
PROPERTY, ACCOUNTS AND RECORDS

Section 11.1 Property

Any and all Company Property shall be held in the name of the Company.

Section 11.2 Bank Accounts

The Board of Directors or any Officer duly appointed by the Board may from time to time open bank accounts in the name of the Company.

Section 11.3 Records, Audits and Reports to be Maintained

The Company shall maintain the records and accounts of all operations and expenditures of the Company. The Company shall maintain the following records at the Principal Executive Office:

(a) A current list of the full name and last known business, residence or mailing address of each Member, Director and Officer of the Company, together with the taxpayer identification number of each Member.

(b) A current list of the full name and last known business, residence or mailing address of each Assignee of Financial Rights and a description of the Financial Rights assigned, together with the taxpayer identification number of each Assignee of Financial Rights.

(c) A copy of the Articles and all amendments thereto.

(d) A copy of the effective Operating Agreement and any agreements concerning classes and series of Membership Interests.

(e) Copies of the Company's Federal, state and local income tax returns and reports for the three (3) most recent Taxable Years.

(f) Financial statements and other financial information sufficient to provide true and full information regarding the status of the business and financial condition of the Company for the three (3) most recent fiscal years.

(g) Records of all proceedings of the Members and the Board of Directors.

(h) Any written consents obtained from the Members or the Board of Directors.

(i) A statement of all Capital Contributions accepted by the Company, the identity of contribution and the value of the contribution.

(j) A copy of all Contribution Agreements and Contribution Allowance Agreements.

(k) A copy of the Company's most recent annual report delivered to the Secretary of State of Tennessee.

(l) Any other records and accounts as the Members shall require the Company to maintain.

Section 11.4 Financial Statements

The Company shall prepare or cause to be prepared financial statements at least monthly which may be on a consolidated basis, as appropriate, that include a balance sheet, an income statement and a statement of changes in financial position as of the end of the reporting period and any other information required by generally accepted accounting principles in the United States. The Company shall furnish such statements to each Member.

Section 11.5 Access to Records

The records required to be maintained by the Company in Section 11.3, and any other books and records of the Company, wherever situated, are subject to inspection and copying upon two (2) days prior Notice from any Member, and at the expense of any Member, or the Member's agent or attorney during regular business hours of the Company.

Section 11.6 Capital Accounts

The Company shall maintain a record of Capital Accounts for each Member and Assignee in accordance with Article XII.

Section 11.7 Records of Membership Interest

The Company shall maintain a record of the Membership Interest held by each Member, as such Membership Interest shall be increased and decreased from time to time in accordance with this Operating Agreement.

ARTICLE XII
CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 12.1 Capital Contributions

The Initial Capital Contribution of (and Financial Rights allocated to) each Member as of the Effective Date of this Operating Agreement is set forth on Schedule 1 hereto. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operating Agreement.

Section 12.2 Additional Capital Contributions

In the event that the Members determine at any time (or from time to time) that additional funds are required by the Company for or in respect of its Business or to pay any of its obligations, expenses, costs, liabilities or expenditures (including without limitation any operating deficits), then the Members may in their discretion, and in accordance with Article V

hereof, call a meeting of the Members for the purpose of approving the Additional Capital Contributions. Additional Capital Contributions shall only be authorized by a Supermajority Vote of the Members. Upon making such a determination, the Company shall, unless waived by the Member, give Notice requiring contribution of the Additional Capital Contribution to each Member in writing at least ten (10) days prior to the date on which the Additional Capital Contribution is due. Such Notice shall set forth the amount of Additional Capital Contribution, the purpose(s) for which the contribution is needed, and the date by which the Member should contribute such Additional Capital Contribution. The Members agree that each Member will contribute its pro rata share of the total required Additional Capital Contributions in accordance with the relative Financial Rights held by each Member as of the date such Notice is given. The failure to make an Additional Capital Contribution shall be governed by Section 12.3 hereof.

Section 12.3 Membership Interest Adjustment

If one or more of the Members fails to contribute such Member's proportionate share of the total required Additional Capital Contributions, all Members who have contributed their proportionate share of the Additional Capital Contribution shall be offered a pro rata opportunity to make the additional contribution that such non-contributing Member failed to make. In addition, the Financial Rights of the Members shall be adjusted to the extent necessary to reflect the dilution of the non-contributing Member's Financial Rights and the amounts of the Additional Capital Contribution made by the other Members.

Section 12.4 Maintenance of Capital Accounts

The Company shall establish and maintain Capital Accounts for each Member and Assignee in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Each Member's and Assignee's Capital Account shall be increased by (1) the amount of any money actually contributed by the Member or Assignee to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member or Assignee at arm's length at the time of contribution (net of any liabilities assumed by the Company or subject to which the Company takes such Property within the meaning of Section 752 of the Code), and (3) the Member's or Assignee's share of Net Income and of any separately allocated items of income or gain that are not included in the definition of Net Income. Each Member's or Assignee's Capital Account shall be decreased by (1) the amount of any money actually distributed to the Member or Assignee by the Company, (2) the fair market value of any Property distributed to the Member or Assignee by the Company (net of liabilities of the Company assumed by the Member or Assignee or subject to which the Member or Assignee takes such Property within the meaning of Section 752 of the Code), and (3) the Member's or Assignee's share of Net Loss and of any separately allocated items of deduction or loss that are not included in the computation of Net Loss.

Section 12.5 Distribution of Property

If the Company at any time distributes any of its Property to any Member or Assignee, the Capital Account of each such Member or Assignee shall be adjusted to account for the Member's or Assignee's allocable share (as determined under Article XIII below) of the Net

Income or Net Loss that would have been realized by the Company had it sold the Property that was Distributed at its respective fair market value immediately prior to its Distribution.

Section 12.6 Sale or Exchange of Financial Rights

In the event of a sale or exchange of some or all of a Member's or Assignee's Financial Rights in the Company, the Capital Account of the transferring Member or Assignee shall become the Capital Account of the Assignee acquiring such Financial Rights, to the extent it relates to the portion of the Financial Rights transferred.

Section 12.7 Compliance with Section 704(b) of the Code

The provisions of this Article XII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified, to cause the allocations of profits, losses, income, gain and credit pursuant to Article XIII to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Article XIII and the Capital Contributions made pursuant to this Article XII. Notwithstanding anything herein to the contrary, this Operating Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Capital Contribution made by that Member.

Section 12.8 Revaluation of Company Assets

Upon (i) the acquisition of a Membership Interest by a new Member or increase in the Membership Interest of an existing Member through a contribution of money or other Property (other than a de minimis amount), (ii) the distribution by the Company to a Member of more than a de minimis amount of property of the Company as consideration for part or all of that Member's Membership Interest, or (iii) the liquidation of the Company, the Board of Directors may cause a revaluation of all property of the Company (including intangible assets) to fair market value in order to adjust the capital accounts pursuant to Section 13.6 to reflect the revaluation as provided in Regulation Section 1.704-1(b)(2)(iv)(f).

ARTICLE XIII
ALLOCATIONS AND DISTRIBUTIONS

Section 13.1 Allocations of Net Income and Net Losses

Except as may be required by Sections 13.2, 13.3, 13.4 and 13.5 of this Article XIII, Net Income and Net Loss shall be allocated among the Members in proportion to the Financial Rights held by each Member; provided, however, that if the Financial Rights held by any Member changes during the Taxable Year, or if any Additional Members are admitted during the Taxable Year, unless otherwise determined by the Board of Directors, the Net Income and Net Loss for each month of such Taxable Year shall be allocated among the Members (A) in proportion to the Financial Rights each Member holds as of the first day of each such month, and each Member's share of the Net Income and Net Loss for such Taxable Year shall be equal to the sum of his share of the Net Income and Net Loss for each month during the Taxable Year or (B) as set forth in the penultimate sentence of Section 17.3 of this Operating Agreement.

Section 13.2 Company Minimum Gain Chargeback

Nonrecourse deductions shall be allocated to the holders of Members (ratably among such Members based upon their Financial Rights). If there is a net decrease in Company Minimum Gain during any Taxable Year, each Member shall be specially allocated Net Income for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Section 1.704 2(g). The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704 2(f)(6). This Section 13.2 is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704 2(f) and shall be interpreted consistently therewith.

Section 13.3 Member Nonrecourse Deductions

Any Member Nonrecourse Deductions for any Taxable Year shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Liability with respect to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(b)(4) of the Regulations.

Section 13.4 Member Minimum Gain Chargeback

Except as otherwise provided in Treasury Regulation Section 1.704 2(i)(4), if there is a net decrease during any Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704 2(i)(3)), Net Income for such Taxable Year (and, if necessary, subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to, and subject to the exceptions contained in Treasury Regulation Section 1.704 2(i)(4). This Section 13.4 is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704 2(i)(4) and shall be interpreted in a manner consistent therewith.

Section 13.5 Qualified Income Offset

If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704 1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, then Net Income for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 13.5 is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704 1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

Section 13.6 Revaluation of Company

If property of the Company is revalued pursuant to Section 12.8, (i) the Capital Account balances shall be adjusted, based on the revaluation, to reflect the manner in which unrealized income, gain, loss or deduction would be allocated if such property were sold for its fair market value, and (ii) the Capital Accounts shall thereafter be adjusted for allocations of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property, consistent with such revaluation.

Section 13.7 Discretionary Nonliquidating Distributions

From time to time, the Board of Directors may Distribute Available Cash Flow to the Members in such amounts as it deems desirable in proportion to each Member's Financial Rights in the Company as of the date of such Distribution in accordance with a written distribution policy adopted by the Board of Directors. The Board of Directors may also cause the Company to Distribute Property of the Company other than money, provided that such non-cash Distributions do not discriminate among Members and are made in proportion to each Member's Financial Rights in the Company as of the date of such Distribution in accordance with a written distribution policy adopted by the Board of Directors.

Section 13.8 Limitations on Distributions

No Distribution shall be declared and paid if payment of such Distribution would cause the Company to violate any limitation on distributions provided in the Act.

Section 13.9 Tax Allocations

(a) Except as provided in Sections 13.9(b), (c) and (d), the income, gains, losses, deductions and credits of the Company will be allocated, for Federal, state and local income tax purposes, among the Members in accordance with the related allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; provided that if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its Book Value using the remedial method described in Treasury Regulation Section 1.704-3(d).

(c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board of Directors taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 13.9 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in

computing, any Member's Capital Account or share of Net Income, Net Loss, Distributions or other Company items pursuant to any provision of this Operating Agreement.

ARTICLE XIV
VHS BUY/SELL OPTIONS

Section 14.1 VHS Put Options

(a) Violation or Breach of Operating Agreement by OCE. In the event of a material violation or breach of this Operating Agreement by OCE or any OCE Affiliate other than those described in Sections 14.1(c) and (d) below which remains uncured for more than thirty (30) days following Notice of such material violation or breach, VHS shall have a Put Option with respect to all, but not less than all, the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(a) by providing a Put Notice to OCE at any time but in no event later than thirty (30) days subsequent to the date that OCE provides Notice to VHS of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.1(a), OCE shall pay to VHS, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the breach giving rise to the Put Option.

(b) Investigation. In the event that OCE or its parent company or Walgreens-OptionCare, Inc. becomes the subject of an investigation by a state or Federal agency for practices implicating (i) criminal laws related to health care fraud, (ii) false claims, or (iii) self-referral prohibitions, with respect to any of which a material penalty is reasonably likely to be assessed, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(b) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.1(b), OCE shall pay to VHS, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the potential reputational damage suffered by VHS by virtue of the event giving rise to the Put Option.

(c) Actions Jeopardizing Tax Exempt Status or Charitable Purpose of VHS. In the event that VHS determines, based on the written opinion of nationally recognized tax counsel which opinion is provided to OCE, in good faith that the Company, the Board of Directors of the Company or OCE, in its capacity as Outside Manager of the Company, has taken any action that jeopardizes the tax-exempt status of VHS or Vanderbilt, or conflicts with the charitable purpose of VHS or Vanderbilt, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(c) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the determination giving rise to the Put

Option, which determination shall be made not later than 180 days following the taking of the subject action.

(d) UBTI of VHS. In the event that VHS determines, based on the written opinion of nationally recognized tax counsel which opinion is provided to OCE, in good faith that an amount in excess of Two Hundred Fifty Thousand Dollars ($250,000) of the Company's income attributed for tax purposes to VHS constitutes UBTI, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(d) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the determination giving rise to the Put Option.

(e) Certain Transfers of OCE Membership Interest. In the event that OCE transfers or Disposes of any portion of its Membership Interest in the Company and (i) such transfer or Disposition violates Federal or state law or (ii) VHS determines in good faith, based on the opinion on nationally recognized tax counsel, that such transfer or Disposition jeopardizes the tax exempt status of VHS or Vanderbilt, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. OCE shall provide written Notice to VHS within ten (10) days of the transfer or Disposition of any portion of OCE's Membership Interest. VHS may exercise its Put Option under this Section 14.1(d) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the date that OCE provides written Notice to VHS of the transfer or Disposition of any portion of its Membership Interest.

(f) Upon Written Notice of VHS after Five Years. On the fifth anniversary of the Effective Date of this Operating Agreement and on each subsequent anniversary thereafter (each, an "**Effective Put Date**"), VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for an amount equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(e) by providing a Put Notice to OCE of its intent to exercise its rights hereunder at least one hundred twenty (120) days prior to the applicable Effective Put Date.

(g) Closing. In the event VHS exercises a Put Option pursuant to this Section 14.1, the parties shall determine the Appraised Value of the Membership Interest of VHS within sixty (60) days after the date of the Put Notice; provided, however, that in the event VHS exercises its Put Option pursuant to Section 14.1(f), the parties shall determine the Appraised Value of the Membership Interest of VHS within sixty (60) days after the applicable Effective Put Date. The closing of the sale and purchase shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, OCE shall deliver the purchase price to VHS in cash and VHS shall convey to OCE all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.2 VHS Call Options

(a) Five and Subsequent One Year Anniversaries. On the fifth anniversary of the Effective Date of this Operating Agreement and on each subsequent anniversary thereafter (the "**Effective Call Date**"), VHS shall have a Call Option with respect to all, but not less than all, of the Membership Interest of OCE for an amount equal to the Appraised Value of such Membership Interest. VHS may exercise a Call Option under this Section 14.2(a) by providing a Call Notice to OCE of its intent to exercise its rights hereunder at least one hundred twenty (120) days prior to the applicable Effective Call Date.

(b) Investigation. In the event that OCE or its parent company or Walgreens-OptionCare, Inc. becomes the subject of an investigation by a state or Federal agency for practices implicating (i) criminal laws related to health care fraud, (ii) false claims, or (iii) self-referral prohibitions, with respect to any of which a material penalty is reasonably likely to be assessed, VHS shall have a Call Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Call Option under this Section 14.2(b) by providing a Call Notice to OCE not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Call Event.

(c) Closing. In the event VHS exercises a Call Option pursuant to this Section 14.2, the parties shall determine the Appraised Value of the Membership Interest of OCE within sixty (60) days after the applicable Effective Call Date or Call Notice. The closing of the purchase and sale shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, VHS shall deliver the purchase price to OCE in cash and OCE shall convey to VHS all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.3 OCE Put Options

(a) Investigation. In the event that VHS or its parent company becomes the subject of an investigation by a state or Federal agency for practices implicating criminal laws related to health care fraud, false claims, or self-referral prohibitions with respect to which a material penalty is reasonably likely to be assessed, OCE shall have a Put Option with respect to all, but not less than all, of the Membership Interest of OCE for a purchase price equal to the Appraised Value of such Membership Interest. OCE may exercise its Put Option under this Section 14.3 by providing a Put Notice to VHS not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.3, VHS shall pay to OCE, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the potential reputational damage suffered by OCE by virtue of the event giving rise to the Put Option.

(b) Violation or Breach of Operating Agreement by VHS. In the event of a material violation or breach of this Operating Agreement by VHS or any VHS Affiliate which remains uncured for more than thirty (30) days following Notice of such material violation or breach, OCE shall have a Put Option with respect to all, but not less than all, the Membership Interest of OCE for a purchase price equal to the Appraised Value of

such Membership Interest. OCE may exercise its Put Option under this Section 14.2(b) by providing a Put Notice to VHS at any time but in no event later than thirty (30) days subsequent to the date that VHS provides Notice to OCE of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.2(b), VHS shall pay to OCE, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the breach giving rise to the Put Option.

(c) Closing. In the event OCE exercises a Put Option pursuant to this Section 14.3, the parties shall determine the Appraised Value of the Membership Interest of OCE within sixty (60) days after the applicable Put Notice. The closing of the purchase and sale shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, VHS shall deliver the purchase price to OCE in cash and OCE shall convey to VHS all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.4 OCE Right of First Refusal

(a) In the event that VHS exercises a Call Option as set forth herein and, within three (3) years from the date upon which VHS purchases OCE's Membership Interest, VHS receives a Bona Fide Offer from an OCE Competitor to purchase all or a part of the Membership Interests of the Company, OCE shall have a right of first refusal to purchase all or a part of the Membership Interests of the Company in accordance with the provisions below. In the event VHS receives a Bona Fide Offer to purchase all or a part of the Membership Interests of the Company, VHS shall provide OCE with written notice identifying the offeror and setting forth all material terms of such Bona Fide Offer, including, but not limited to, all financial terms and any provisions governing outside activities or covenants not to compete. OCE shall have thirty (30) days after receipt of such notice to notify VHS of OCE's election to purchase the Membership Interest(s) specified in the Bona Fide Offer, on material terms the same as those contained in the Bona Fide Offer. In the event OCE elects to purchase the subject Membership Interest(s) (on the terms set forth in the Bona Fide Offer), VHS and OCE shall execute an appropriate membership interest purchase agreement containing such material terms within sixty (60) days following OCE's notice to VHS. For purposes of this Section 14.4, "**Bona Fide Offer**" means a bona fide offer from a third party to purchase all or a part of the Membership Interest(s), which offer is evidenced by a signed term sheet or letter of intent setting forth the material terms of the proposed transaction, which terms are generally acceptable to VHS and which VHS intends to accept.

(b) In the event that OCE does not elect to purchase the subject Membership Interest(s) and the terms of the originally described Bona Fide Offer change materially, VHS shall notify OCE of such change(s) and the terms of this Section 14.4(b) shall apply to the modified offer as if it were a new Bona Fide Offer. For purposes of this Section 14.4, "**OCE Competitor**" shall mean a direct competitor of OCE in existence at the time of the Bona Fide Offer and which provides home infusion services, respiratory therapy services, durable medical equipment, and related services. OCE Competitors currently include: Coram/Apria; Reeve – Sain; IV Solutions; Infusion Partners; Precision Infusion;

MediQuip; American Home Patient; and Lincare. The foregoing list shall be revisited and updated by the Board of Directors from time to time.

Section 14.5 Pledges of Membership Interests

Notwithstanding anything to the contrary herein, neither VHS nor OCE shall pledge or grant a security interest in its Membership Interest or grant, create, incur, assume or suffer to exist any lien or encumbrance on its Membership Interest without the prior written consent of the other Member.

ARTICLE XV
TAXES

Section 15.1 Elections

The Board of Directors may make any tax elections for the Company allowed under the Code or the tax laws of any Taxing Jurisdiction; provided that no election shall be made to treat the Company as a corporation for Federal or applicable state income tax purposes (A) without the consent of a Supermajority Vote of the Members or (B) unless VHS determines, based on the opinion of nationally recognized tax counsel, that such election is required to preserve VHS's tax-exempt status consistent with Section 3.2.

Section 15.2 Tax Matters Partner

The Members shall designate OCE to act as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Company and OCE shall take such action as may be necessary to cause each Member (other than OCE) to become a notice partner within the meaning of Section 6223 of the Code. OCE shall not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the other Member(s).

Section 15.3 Taxes of Taxing Jurisdictions

To the extent applicable and that the laws of any Taxing Jurisdiction so require, each Member will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's allocable share of income, and interest and penalties assessed on such income. If the Member fails to provide such agreement or if otherwise required by applicable law, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalties and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article XIII. The Company and/or the Members may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, penalties and interest so paid.

Section 15.4 Method of Accounting

. The records of the Company shall be maintained on a GAAP method of accounting.

ARTICLE XVI
DISPOSITION OF FINANCIAL RIGHTS

Section 16.1 Limitations

An Assignee of Financial Rights under this Article XVI shall have only those rights of an Assignee as described more fully in Section 17.1 hereof and shall have no right to become a Member of the Company or to exercise the assignor's Governance Rights unless such Assignee is admitted as a Substitute Member in accordance with Section 17.2 of this Operating Agreement. Any attempt to transfer or Dispose of a Membership Interest or any portion thereof which does not comply with the terms and conditions of this Operating Agreement shall be void.

Section 16.2 Permitted Transactions

Any Member may transfer or Dispose of its Financial Rights without the consent of the other Members if the transferee is an existing Member or Assignee of the Company or an Affiliate of the transferring Member.

Section 16.3 Consent, Etc.

Except as permitted by Section 16.2, and subject to Section 16.7, no Member or Assignee may transfer or Dispose of all or a portion of such Member's or Assignee's Financial Rights, unless:

(a) prior to the transfer, the Company receives, unless waived by the Board of Directors in writing, an opinion of counsel satisfactory to the Board of Directors that (A) such Disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and Federal securities laws and such Disposition, and (B) alone or when combined with other transactions, would not result in a termination of the Company within the meaning of Section 708 of the Code;

(b) prior to the Disposition, the Company receives from the transferee the information and agreements that the Board of Directors may reasonably require, including, but not limited to, any taxpayer identification number and any agreement that may be required by the Taxing Jurisdiction and an agreement whereby the transferee acknowledges that it will be bound by the terms and conditions of this Operating Agreement; and

(c) the transferring Member or Assignee shall first obtain the written consent of the Members holding a majority of the Voting Power to such disposition exclusive of the Member whose Membership Interest is to be transferred and any remaining Membership Interest to be retained by the transferring Member.

Section 16.4 Transfer Upon Dissociation of a Member

In the event a Member shall Dissociate as a Member of the Company pursuant to Section 18.1(a), then, within sixty (60) days after such Dissociation, the Company shall be obligated to purchase, and the Dissociated Member shall be obligated to sell to the Company, all of such Member's Financial Rights in the Company. The purchase price to be paid by the Company for such Financial Rights shall be determined in accordance with the provisions of Section 16.5 below and shall be paid in accordance with the provisions of Section 16.6 below.

Section 16.5 Purchase Price

The purchase price of the Financial Rights to be purchased in accordance with the provisions of Section 16.4 shall be determined as of the last day of the month preceding the month during which the event causing Dissociation under Section 16.4 occurs, and shall be the amount equal to the Appraised Value of the Financial Rights.

Section 16.6 Payment Period

(a) The aggregate purchase price due to any Dissociated Member under Section 16.5 above shall be paid in the following manner:

(i) There shall first be credited against such purchase price the amount of any indebtedness due and payable to the Company by such Member. Such indebtedness shall be repaid out of the purchase price directly and deducted from the amount otherwise payable to the Dissociated Member.

(ii) There shall next be credited the amount of any expenses or damages incurred by the Company as a result of such Dissociation, if any.

(iii) Fifteen percent (15%) of the remainder of such aggregate purchase price shall be paid in cash at the closing of such sale. The balance of the purchase price remaining after the initial payment shall be payable in three (3) equal annual installments, the first such installment being payable within twelve (12) months after the initial payment, and each of the remaining two (2) installments being payable annually thereafter until the balance of the purchase price is paid in full.

(iv) The balance of such purchase price, after the initial payment, shall be represented by non-negotiable promissory notes of the Company delivered to the Dissociated Member, bearing interest at the Default Interest Rate, compounded semiannually, from the date of the initial payment. The promissory notes shall provide that the Company shall have the privilege of prepaying all or any part of the purchase price at any time with interest to the date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid installments to become immediately due and payable at the option of the payee. The promissory notes shall be secured by the transferred Financial Rights.

(b) The date of closing with respect to the sale of a Dissociated Member's Financial Rights in the Company pursuant to Section 16.4 of this Article XVI shall, unless a closing date is agreed to by the Dissociated Member and the Board, be

determined by the Board and shall take place within sixty (60) days of the event which causes the Member to Dissociate from the Company.

Section 16.7 No Transfers to Competitors

Notwithstanding anything to the contrary in this Operating Agreement, in no event shall any Member transfer or Dispose of any portion of such Members' Financial Rights or Membership Interest in the Company to any Competitor of either Member or any Person (other than an Affiliate transfer permitted by Section 16.2 and 17.4) engaged, directly or indirectly through Affiliates or otherwise, in any business which has been conducted by the Company or any Member, directly or indirectly through Affiliates or otherwise, at or within twelve months prior to the time of any transfer without the prior written consent of all other Members (which consent may be given or withheld in their sole discretion).

ARTICLE XVII
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 17.1 Rights of Assignees

Notwithstanding anything to the contrary contained in this Operating Agreement other than the provisions of Section 17.4 hereof, the only rights which an Assignee of a Member pursuant to Article XVI shall have are those rights associated with the Financial Rights received and such Assignee shall not possess any Governance Rights or right to become a Member, provided, however, that in the event an Assignee is an existing Member of the Company, such Assignee shall receive all Governance Rights incident to the transferred Financial Rights. An Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Income and Net Losses attributable to transferred Financial Rights. Therefore, to the limited extent of the provision for the rights of Assignees as provided above, reference herein to Members shall be extended to include Assignees. For example, for purpose of allocations and Distributions under Article XIII, the references to Members shall include Assignees.

Section 17.2 Admission of Substitute Members

Except as permitted under Section 17.4, an Assignee of Financial Rights shall be admitted as a Substitute Member and entitled to all the rights (including Governance Rights) of the Member who initially assigned the Financial Rights only with the affirmative Supermajority Vote of the Members exclusive of the Member with the Membership Interest to be transferred. The Members may grant or withhold the approval of such admission in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Financial Rights. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Financial Rights from any liability to the Company that may have existed prior to the approval.

Section 17.3 Admission of Additional Members

From the Effective Date of this Operating Agreement, any Person approved by an affirmative Supermajority Vote of the Members may become an Additional Member of the

Company for such consideration as such Members shall determine, subject to the terms and conditions of this Operating Agreement. No Additional Member shall be entitled to any retroactive allocation of income, gain, loss, deduction or credit by the Company. The Board may at the time the Additional Member is admitted, close the Company's books (as though the Company's Taxable Year had ended) or make pro rata allocations of income, gain, loss, deduction or credit to the Additional Member for that portion of the Company's Taxable Year in which the Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder. Upon admission of an Additional Member, this Operating Agreement and/or Schedule 1 to this Operating Agreement shall be amended in order to reflect such additional Member's Membership Interest in the Company.

Section 17.4 Admission of Affiliate as Substitute Member

At any time, either Member, in its capacity as a Member, may in its sole discretion assign all, but not less than all, of its Membership Interest to one of its Affiliates, and from and after the effective date of such assignment such assignee Affiliate shall become a Substitute Member without the affirmative Supermajority Vote of the Members as otherwise would be required by Section 17.2 of this Operating Agreement. Such Substitute Member Affiliate shall acquire and possess all rights, and be subject to all obligations, associated with the transferor Member's Membership Interest (including Governance Rights and Financial Rights).

ARTICLE XVIII
DISSOCIATION, DISSOLUTION AND WINDING UP

Section 18.1 Dissociation

A Person shall cease to be a Member upon the happening of any of the following Dissociation Events:

(a) The withdrawal of a Member, consent to which withdrawal requires an affirmative Supermajority Vote of the Members.

(b) In the case of a Member who assigns all of his or her Financial Rights, by the affirmative Supermajority Vote of the Members who have not assigned their Membership Interests.

(c) The making by a Member of an assignment for the benefit of creditors.

(d) A Member's being subject to Bankruptcy (as defined in the Act).

(e) The appointment of a trustee or receiver for the Member or for all or any substantial part of its property.

(f) The dissolution of the Member for state corporate law purposes.

Section 18.2 Rights of Dissociating Member

In the event a Member Dissociates from the Company and such Dissociation causes a Dissolution and winding up of the Company under this Article XVIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by damages sustained by the Company as a result of the Dissolution and winding up.

Section 18.3 Term and Dissolution

The Company shall continue in full force and effect until December 31, 2034 (the "**Term**"), except that the Company shall be dissolved and its affairs wound up prior to such date, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute "**Dissolution Events**"):

(a) The affirmative Supermajority Vote of the Members' Interests to dissolve.

(b) The Dissociation of any Member as provided in Section 18.1 of this Article XVIII, unless (i) there is at least one remaining Member and (ii) the legal existence and business of the Company is continued with the consent of such remaining Members within ninety (90) days after such Dissociation.

(c) The merger of the Company and the Company is not the successor limited liability company in such merger or the consolidation of the Company with and into one or more limited liability companies or other entities.

(d) The entry of a final decree of dissolution of the Company by a court of competent jurisdiction.

(e) The determination of an appraiser pursuant to Section 6.15(c) that the amount offered pursuant to the Bid Notice provided by OCE pursuant to Section 6.15 is not consistent with fair market value.

If the Company shall not continue after a Dissolution Event, the Company shall deliver articles of dissolution to the Secretary of State and commence winding up.

Section 18.4 Distribution of Assets on Dissolution

Upon the winding up of the Company, Company Property shall be distributed in the following order:

(a) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities.

(b) To Members in accordance with and in proportion to their respective positive Capital Account balances taking into account all Capital Account adjustments for the Company's Taxable Year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Taxable Year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property or partly in both, as determined by the Board of Directors or other liquidator.

Section 18.5 Effect of Dissolution

Upon dissolution, the Company shall cease carrying on the Company business but shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution with respect to the Company, or the equivalent thereof, has been issued by the Secretary of State.

Section 18.6 Winding Up and Articles of Termination

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State. The articles of termination shall set forth such information as is required by the Act.

ARTICLE XIX
REPRESENTATIONS OF MEMBERS

Section 19.1 In General

As of the Effective Date, each individual Member hereby makes each of the representations and warranties applicable to such Member as set forth in this Article XIX, and such representations and warranties shall survive the execution of this Operating Agreement. Said warranties and representations shall also be made by and shall be binding upon all persons admitted as Additional Members or Substitute Members at any time after the Effective Date.

Section 19.2 Power to Execute Operating Agreement

Each Member hereby represents and warrants that if such Member is an Entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization and that it has full organizational power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member represents and warrants further that it is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse affect on its financial condition or its ability to perform its obligations hereunder. Each Member hereby represents that it has the individual or organizational power and authority to execute and deliver this Operating Agreement and to perform its obligations hereunder and, if such Member is an Entity, the execution, delivery and performance of this Operating Agreement has been duly authorized by all necessary corporate, partnership, or organization action. Each Member hereby represents and warrants that this Operating Agreement constitutes the legal, valid and binding obligation of such Member.

Section 19.3 Investment Representations

The undersigned Members acknowledge (i) that the Membership Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, the

Tennessee securities laws or the securities laws of any other state (the "**Securities Acts**") in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for the issuance and sale of securities not involving a public offering, (ii) that the Company and the other Members have relied upon the fact that the Membership Interests are to be held by each Member (or Assignee) for investment, and (3) that exemption from registrations under the Securities Acts would not be available if the Membership Interests were acquired by a Member (or Assignee) with a view to distribution.

Accordingly, each Member hereby represents and warrants to the Company that such Member has acquired the Membership Interest for such Member's own account for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of such Member's Membership Interest unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of such Membership Interest delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member acknowledges that the Company is under no obligation to register such Member's Membership Interest or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Membership Interest. Furthermore, each Member realizes that such Membership Interest is unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an Affiliate of the Company and the Membership Interest has been beneficially owned and fully paid for by such Member for at least two years.

ARTICLE XX
AMENDMENT

Section 20.1 Operating Agreement May Be Modified

This Operating Agreement may be modified as provided in this Article XX (as the same may from time to time be amended).

Section 20.2 Amendment or Modification of Operating Agreement

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by an affirmative Supermajority Vote of the Members.

ARTICLE XXI
DEADLOCKS; OTHER DISPUTE RESOLUTION

Section 21.1 Deadlocks

A "**Deadlock**" shall occur with respect to any matter for which approval by the Board of Directors is required, and such matter is not approved as a result of a vote in which an equal number of the Directors have voted for and against the matter (a "**Tie Vote**"), and during the fifteen (15) calendar day period following the Tie Vote, the Board of Directors is unable or fails to break the Tie Vote. During such period, the Board of Directors shall seek in good faith to

hold at least two (2) additional meetings at which it shall make a good faith effort to break the Deadlock. To the extent practicable, the Board of Directors shall seek to resolve the Deadlock in a manner consistent with the Company's most recently approved business plans and/or budgets. If the Deadlock is not resolved within the fifteen (15) calendar day period following the Tie Vote, then Notice of the Deadlock shall be given to the Members, and the authorized representatives of the Members shall then make a good faith effort to resolve the dispute and break the Deadlock within ten (10) calendar days of receiving the Notice of the Deadlock. If the Deadlock is still not resolved, the matter shall be submitted to the highest ranking officer of each of the Members, and such officers shall meet in person within five (5) calendar days following such submission and shall attempt in good faith to resolve the matter in one day. If the matter remains unresolved, then the Members shall submit the Deadlock to nonbinding mediation in accordance with Section 21.4 below.

Section 21.2 Good Faith Resolutions of Disputes

The parties hereto agree that in the event there should arise between them a dispute (a "**Dispute**") regarding the interpretation or performance of this Operating Agreement, they shall make a good faith effort to resolve such disputes in accordance with Section 21.3. As used in this Article XXI, the term "Dispute" shall not include a Deadlock or any disagreement or dispute over policy or other matters expressly left by this Operating Agreement to the discretion, judgment or unilateral action or decision of a party or an employee of a party hereto even if consultation with the other party is required.

Section 21.3 Agreement to Negotiate

Prior to asserting any legal right or remedy arising from a Dispute, the parties agree to adhere to the following procedures:

The party determining that there is a Dispute ("**Claimant**") first shall give written Notice thereof to the other party ("**Recipient**") setting forth in detail the pertinent facts and circumstances relating to such Dispute and the proposed manner of resolving the same.

(a) Recipient shall have a period of seven (7) calendar days from receipt of Claimant's Notice in which to consider the Dispute which is the subject of the Notice, and the Claimant's proposed resolution thereof, and to furnish in writing to Claimant a written statement of Recipient's position.

(b) Within seven (7) calendar days of Claimant's receipt of Recipient's written statement, the parties shall meet in an effort to resolve amicably any difference which may exist.

(c) If the Dispute is not resolved within three (3) calendar days following the meeting of the parties described in Section 21.3(c), the Dispute shall be submitted to nonbinding mediation in accordance with Section 21.4.

Section 21.4 Nonbinding Mediation

For any Deadlock or Dispute submitted to nonbinding mediation, such mediation shall be conducted in Nashville, Tennessee in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Within thirty (30) calendar days after a mediator has been selected in accordance with such rules, the parties shall meet with the mediator for at least one mediation session of at least four (4) hours, it being agreed that each party's representative attending that mediation session shall act in good faith. The mediation may be terminated at any time by either party by Notice that the mediation procedures are not productive. The costs of the mediation shall be shared equally between the parties.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

Section 22.1 Entire Agreement

This Operating Agreement constitutes the entire agreement among the parties with respect to the matters covered herein. No party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Operating Agreement, such party has not been induced, persuaded or motivated by any promise or representation made by any other party, unless expressly set forth herein. All previous negotiations, statements and preliminary understandings by the parties or their representatives are merged in this Operating Agreement.

Section 22.2 Rights of Creditors and Third Parties

This Operating Agreement is entered into by and among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by the Act or other applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 22.3 Interpretation

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Operating Agreement hereby agree to the terms and conditions contained herein, as it may from time to time be amended according to its terms. It is the express intention of the Members that this Operating Agreement and the Articles shall be the sole source of agreement of the parties, and, except to the extent a provision of the Operating Agreement expressly incorporates Federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Operating

Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 22.4 Governing Law

This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Tennessee, and specifically the Act, applied without respect to any conflicts-of-law principles. Each party hereby consents to the jurisdiction of all state and Federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Operating Agreement or the relationships among the parties hereto.

Section 22.5 Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 22.6 Construction of Terms

Whenever used in this Operating Agreement and when required by the context, the singular number shall include the plural and the plural the singular. Pronouns of one gender shall include all genders.

Section 22.7 Captions

The captions as to contents of particular articles, sections or paragraphs contained in this Operating Agreement and the table of contents hereto are inserted for convenience and are in no way to be construed as part of this Operating Agreement or as a limitation on the scope of the particular articles, sections or paragraphs to which they refer.

Section 22.8 Waivers

The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 22.9 Rights and Remedies Cumulative

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 22.10 Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 22.11 Counterparts

This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective the 1st day of August, 2009.

COMPANY:

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

By: Charles L. Gregory

Its: _____

MEMBERS:

VANDERBILT HEALTH SERVICES, INC.

By: _____

Its: _____

OPTION CARE ENTERPRISES, INC.

By: Paul Mastrapa

Its: President

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective the 1st day of August, 2009.

COMPANY:

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

_____

By:_____

Its:_____

MEMBERS:

VANDERBILT HEALTH SERVICES, INC.

_____

By:_____

Its:_____

OPTION CARE ENTERPRISES, INC.

By: Paul Mastrapa

Its: President

Attachment Section A-4B

Tennessee Secretary of State
Tre Hargett

Business Services | Charitable | Civics | Elections | Fantasy Sports | Publications | Library & Archives | Contact Us

Business Services Online > Request a Certificate of Existence > Data Entry

Certificate of Existence

000573158: WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

Verification | Requested By | Print Form

Secretary of State Control Number: 000573158

Name:	WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC
Type:	Limited Liability Company
Formed In:	TENNESSEE
Principal Office Address:	1411 LAKE COOK RD DEERFIELD, IL 60015-5213 USA
Status - SOS:	Active
Standing - Annual Report:	Good
Standing - Registered Agent:	Good
Standing - Other:	Good
Standing - Revenue:	Other

Your request for a Certificate of Existence cannot be completed for this business entity.

- Please contact the TN Department of Revenue at 615-253-0700. Inform them that you are attempting to obtain an Online Certificate of Existence and need to address any outstanding tax issues. If you still have questions, please contact us at the number below.

Please contact us at (615) 741-6488 or via email at TNSOS.CERT@tn.gov if you have questions or need further assistance.

Continue | Cancel

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286
8:00 a.m. until 4:30 p.m. (Central) Monday - Friday.
Directions | State Holidays | Methods of Payment

Business Filings and Information (615) 741-2286 | TNSOS.CORPINFO@tn.gov

Certified Copies and Certificate of Existence (615) 741-6488 | TNSOS.CERT@tn.gov

Motor Vehicle Temporary Liens (615) 741-0529 | TNSOS.MVTL@tn.gov

Notary Commissions (615) 741-3699 | TNSOS.ATS@tn.gov

Uniform Commercial Code (UCC) (615) 741-3276 | TNSOS.UCC@tn.gov

Workers' Compensation Exemption Registrations (615) 741-0526 | TNSOS.WCER@tn.gov

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC**

General Information

SOS Control #	**000573158**	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	03/20/2008
	03/20/2008 4:22 PM	Fiscal Year Close	8
Status:	Active	Member Count:	2
Duration Term:	Expires: 12/31/2034		
Managed By:	Manager Managed		

Registered Agent Address
CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312

Principal Address
1411 LAKE COOK RD
DEERFIELD, IL 60015-5213

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
01/27/2016	2015 Annual Report	B0187-9384
	Principal Address 1 Changed From: 300 WILMOT RD To: 1411 LAKE COOK RD	
	Principal Postal Code Changed From: 60015-4614 To: 60015-5213	
12/02/2014	2014 Annual Report	B0020-9675
	Principal Address 1 Changed From: 300 WILMOT RD STOP 3301 To: 300 WILMOT RD	
11/29/2013	2013 Annual Report	A0204-1569
	Member Count Changed From: 6 To: 2	
11/28/2012	2012 Annual Report	A0146-0859
	Principal Address 1 Changed From: 300 WILMOT ROAD To: 300 WILMOT RD STOP 3301	
	Principal Postal Code Changed From: 60015 To: 60015-4614	
12/01/2011	2011 Annual Report	A0096-0082
	Member Count Changed From: 7 To: 6	
07/14/2011	Administrative Amendment	6917-1302
	Fiscal Year Close Changed From: 12 To: 8	
	Annual Report Due Date Changed From: 04/01/2012 To: 12/01/2011	
04/28/2011	2010 Annual Report	A0071-2026
	Principal Address 1 Changed From: 485 Half Day Road To: 300 WILMOT ROAD	

Filing Information

Name: **WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC**

Principal Address 2 Changed From: Suite 300 To: MS 3301

Principal City Changed From: Buffalo Grove To: DEERFIELD

Principal Postal Code Changed From: 60089-8806 To: 60015

Member Count Changed From: 6 To: 7

03/05/2010 Articles of Correction 6668-0577

03/02/2010 2009 Annual Report A0008-0884

Principal Address 1 Changed From: 2120 BELCOURT AVENUE To: 485 Half Day Road

Principal Address 2 Changed From: No value To: Suite 300

Principal City Changed From: NASHVILLE To: Buffalo Grove

Principal State Changed From: TN To: IL

Principal Postal Code Changed From: 372320000 To: 60089-8806

Member Count Changed From: 2 To: 6

Managed By Changed From: Director Managed To: Manager Managed

Registered Agent Organization Name Changed From: No Value To: Corporation Service Company

Registered Agent First Name Changed From: DAVID To: No Value

Registered Agent Last Name Changed From: WILLIAMS II To: No Value

Registered Agent Physical Address 1 Changed From: VANDERBILT UNIVERSIT To: 2908 Poston Ave.

Registered Agent Physical Address 2 Changed From: 305 KIRKLAND HALL To: Sute 400

Registered Agent Physical Postal Code Changed From: 37240 To: 37203

08/03/2009 Amended and Restated Formation Documents 6579-0429

Term of Duration Changed

Principal Address Changed

Registered Agent Physical Address Changed

Registered Agent Changed

03/31/2009 Articles of Correction 6498-2666

03/23/2009 2008 Annual Report 6483-2208

02/24/2009 Articles of Amendment 6456-0374

Principal Address Changed

Registered Agent Physical Address Changed

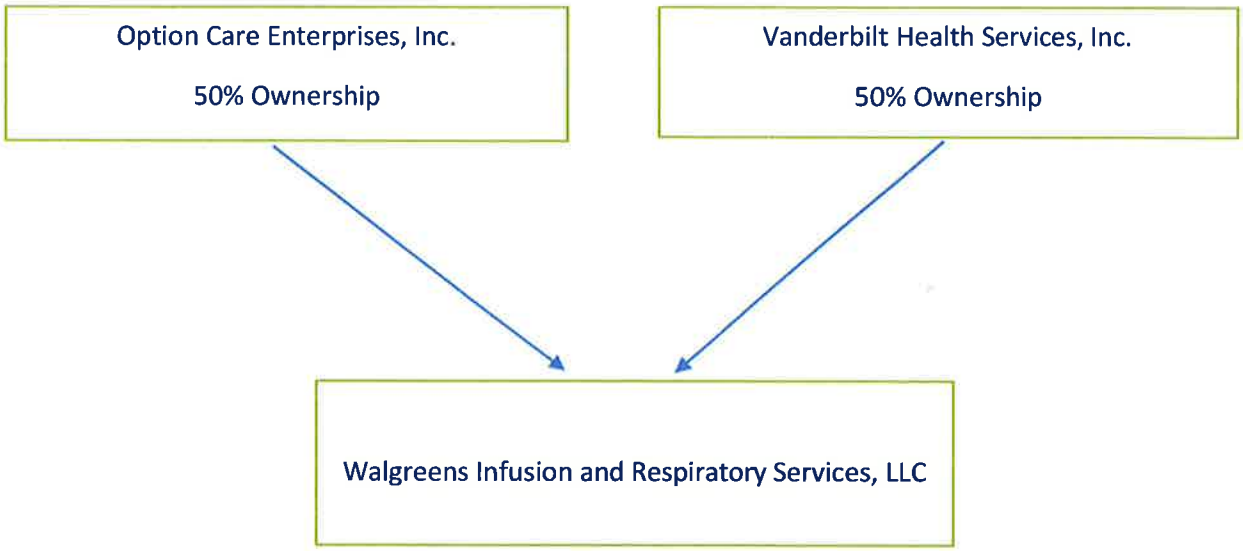
Registered Agent Changed

03/20/2008 Initial Filing 6257-0048

Active Assumed Names (if any)	Date	Expires

Attachment Section A-4D

Organizational Chart



624 Grassmere

Walgreens Infusion and Respiratory Services, LLC

Schedule to Lease Agreement

The following Schedule comprises an integral part of the Lease Agreement between the Landlord and Tenant hereinafter named, dated 9-21, 2015 (hereinafter referred to as the "Lease"). Unless the context otherwise requires, the terms described below shall have the meanings ascribed to them and shall be governed and construed in accordance with the terms of the Lease.

Landlord:	**EP Grassmere, LLC**, a Tennessee limited company, whose address is C/O Eakin Properties, LLC, 1600 Division St., Ste. 600, Nashville, TN 37203
Tenant:	Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company whose address is C/O Option Care Enterprises, Inc., 1411 Lake Cook Road, Deerfield, IL 60015
Leased Premises:	15,306 rentable square feet designated as Suite 22 of the building located at 624 Grassmere Park Drive, Nashville, Tennessee 37211 (referred to herein as the "Building," more particularly described on the Floor Plan attached hereto as Exhibit A and made a part hereof.
Term:	Six (6) years from Commencement.
Renewal Option:	Provided there have been no defaults during the Term, Tenant shall have the right under the same terms and conditions to renew this lease for one (1) additional five (5) year term by providing written notice to the Landlord no later than two hundred seventy (270) calendar days prior to the expiration of the initial term at a rental rate and other economic considerations equal to fair market rental rate for renewal in comparable buildings in the area with comparable finishes and parking facilities.
Commencement Date:	Upon completion of Tenant Improvements, but in no event later than two hundred ten (210) calendar days following Landlord's delivery of the Premises, broom clean and ready for tenant work. Rent starts on the Commencement Date.
Occupancy	The date on which the Landlord delivers the Premises to the Tenant.
Expiration Date:	Six (6) years from the Commencement Date, subject to

change as provided in Section 1 of the Lease.

Annual Base Rental: $14.90 per rentable square foot and increasing by 2.0% per year at the beginning of each new lease year. The Rent Schedule is attached as Exhibit B.

Rentable Area: 15,306 rentable square feet in Suite 22.

Entire Building Rentable Area: The rentable area for the entire Building is 146,798 rentable square feet.

Real Estate Taxes and Operating Expenses Tenant shall pay its prorated share of Building Operating Expenses including, but not limited to, Taxes, Insurance, Base Building Utilities, Repairs & Maintenance, HVAC Preventative Maintenance, and Security. Such operating expenses are estimated to be $3.91 per rentable square foot for calendar year 2015. Utilities for the Premises will be separately metered and billed direct to the Tenant. Controllable building expense shall be capped at a 5% compounding cumulative annual amount.

Tenant Cost Allowance: Landlord shall contribute a Tenant Cost Allowance in the amount of $229,590.00 to be used for design, permitting and construction of the Premises including maintenance and or repair of all electrical and HVAC equipment to insure it is in good working order for the Term of the Lease. All voice and data cabling may be paid for from the Construction Allowance.

Security Deposit and Pre-Paid Rent: $19,004.95 to be held and applied in accordance with Section 3 of the Lease, and an additional $19,004.95 to be allocated as Base Rental for the twelfth (12th) of the Term provided there is no default by Tenant prior to end of the first year of Term.

Permitted Use: Manufacture of compounded and other pharmacy products for home I.V. therapy with closed door licensed pharmacy, and infusion rooms for administration of such products.

Parking: Tenant shall have access to up to 3.5 unreserved parking spaces per 1000 rentable square feet. Tenant shall have exclusive of up to three (3) designated spaces acceptable to Landlord.

Signage: Building Standard Tenant signage is at the Suite as well as signage above the Suite door in a size and design acceptable to Landlord in its sole discretion. Tenant shall bear the cost of

design, installation and removal of the sign in a manner acceptable to Landlord.

Broker:

Eakin Properties, LLC, Lee & Associates, and Chas Hawkins Company.

LANDLORD:
EP GRASSMERE, LLC,
a Tennessee limited liability company

By: EP Real Estate Fund II, LLC,
its Sole Member

By: Eakin Properties, LLC,
its Manager

By: John J Eakin
Name: JOHN EAKIN
Title: MANAGER

TENANT:

Walgreens Infusion & Respiratory Services, LLC, a Tennessee limited liability company
By: Option Care Enterprises, Inc., a Member and its Manager
By:
Print Name: Paul Mastrapa

Title:President

LEASE AGREEMENT

EP Grassmere, LLC. (hereinafter referred to as "Landlord") agrees to lease to the Tenant named in the Schedule (hereinafter referred to as "Tenant"), and Tenant accepts from Landlord the Leased Premises described in the Schedule (hereinafter referred to as the "Leased Premises") in consideration of the following mutual covenants and conditions:

1. ***Term***. This Lease shall commence upon the Commencement Date specified in the Schedule, and it shall continue until the Expiration Date specified in the Schedule (hereinafter referred to as the "Term"). In the event of any delay on the part of Landlord in making the Leased Premises available for Occupancy by Tenant that is not caused by Tenant, the Commencement Date of the Term and the obligation of the Tenant to pay rent on the Leased Premises shall be extended by the period of the delay..

2. ***Rent***. Tenant shall pay an annual base rental in the amount specified in the Schedule (hereinafter referred to as "Base Rental"). One-twelfth of such Base Rental, together with one-twelfth (1/12) of the Base Rental Adjustment as hereinafter defined, shall be due and payable in advance without demand on the first day of each calendar month during the Term of this Lease. In addition, Tenant shall pay to Landlord any sales, use or other tax (excepting corporate excise and income tax) that may be levied upon or in any way measured by this Lease or the rents payable by Tenant, notwithstanding the fact that a statue, ordinance or enactment imposing the same may endeavor to impose such tax upon Landlord. If the Term of this Lease commences on other than the first day of a calendar month or terminates on other than the last day of a calendar month, then the Base Rental and the Base Rental Adjustment for such month or months shall be prorated. Tenant shall also pay as additional rent, all such other sums of money as shall become due from and payable by Tenant to Landlord under this Lease. All rent or other payments due hereunder, if not paid when due, shall bear interest at the per annum rate of the Base Rate of interest that Citibank, N.A. establishes from time to time as its Base Rate, plus 2%, said interest rate to be adjusted on the date the Base Rate changes, but not to exceed the maximum lawful rate of interest chargeable under the laws of the State of Tennessee, from the date due until paid. In addition, Tenant shall pay to Landlord all costs of collection of the sums due hereunder including reasonable attorney fees.

3. ***Security Deposit***. Landlord acknowledges that Tenant has deposited with Landlord a security deposit in the amount specified in the Schedule, and Landlord shall apply such security deposit to any delinquent rent due Landlord under this Lease. Tenant shall not be entitled to interest on the security deposit, and Landlord may commingle such security deposit with other funds of Landlord. Furthermore, Landlord at its option may apply such part of the deposit as may be necessary to cure any default under this Lease, and if Landlord does so, Tenant shall, upon demand, redeposit with Landlord an amount equal to that so applied so that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon the termination of this Lease, provided Tenant is not in default hereunder, Landlord shall refund to Tenant any of the then remaining balance of the deposit without interest. In the event of a sale or leasing of the Building or the real property on which the Building is located, Landlord shall have the right to transfer the deposit to the vendee or Tenant and Landlord shall thereupon be released by Tenant from all liability for the return of such deposit and Tenant agrees to look to the new landlord solely for the return of said deposit. The provisions hereof shall apply to every transfer or assignment made of the deposit to a new landlord.

4. ***Improvements to Leased Premises***.

A. Prior to applying for a building permit, Tenant shall furnish Landlord with a detailed floor plan layout and construction documents ready for codes (the "Plans") reflecting the improvements desired by Tenant in the Premises (the "Tenant Improvements"). The cost of the Plans will be paid from the Tenant Cost Allowance; provided, however, Landlord shall contribute $1,530.60 ($0.10 per rentable square feet) to the cost of the Plans. Landlord shall have the right to review and approve the Plans. Landlord shall have seven (7) calendar days to approve or comment on the Plans. If Landlord fails to respond, the Plans shall be deemed to be accepted. Tenant will cause the Tenant Improvements to be constructed substantially in accordance with the approved Plans by a contractor selected by Tenant and Landlord shall have the right to approve Tenant's contractor, in Landlord's reasonable discretion. Following Landlord's approval of Tenant's contractor ("Tenant's Contractor") and delivery of the Premises to Tenant for, Tenant will cause Tenant's Contractor to construct the Tenant Improvements in a good, first-class and workmanlike manner and in accordance with the approved Plans and all applicable laws, codes and regulations. The Tenant Improvements shall be performed (i) in such a manner so as not to obstruct the access to the Premises or to the premises of any other tenant or obstruct the Common Areas (as hereinafter defined in Section 5(F)), (ii) so as not to interfere with the occupancy of any other tenant of the Building, and (iii) at such times, in such manner and subject to such rules and regulations as Landlord may from time to time reasonably designate. Prior to commencing construction of the Tenant Improvements, Tenant shall deliver to Landlord (a) evidence of insurance (carried by Tenant and Tenant's Contractor) reasonably satisfactory to Landlord, which insurance shall be maintained throughout construction of the Tenant Improvements, and (b) a reasonably detailed project schedule. Landlord shall have the right, from time to time, to enter upon the Premises to perform periodic inspections of the Tenant Improvements. The cost of all Tenant Improvements in excess of the Tenant Cost Allowance shall be paid by Tenant.

B. Landlord agrees to reimburse Tenant for the actual, out-of-pocket costs incurred by Tenant to complete the Tenant Improvements to the extent such costs directly improve the physical Premises, up to and not exceeding the Tenant Cost Allowance. If the cost of the Tenant Improvements exceeds the Tenant Cost Allowance, such excess amount shall be borne solely by Tenant. After Tenant has delivered a copy of Tenant's building permit to Landlord and construction of the Tenant Improvements has commenced, and provided Tenant is not in default (beyond any applicable notice and cure periods), Landlord shall pay the Tenant Cost Allowance to Tenant on a monthly basis following receipt of (i) paid invoices reflecting costs incurred to date of at least the amount of the requested Tenant Cost Allowance payment, and (ii) lien waivers from contractors and sub-contractors performing the work described in the invoices. Landlord shall not be obligated to pay the final ten percent (10%) of the Tenant Cost Allowance until (a) Tenant's Contractor has substantially completed the Tenant Improvements and received a certificate of occupancy from the applicable governmental authority, (b) Tenant has delivered to Landlord final lien waivers and affidavits from Tenant's Contractor and all subcontractors having performed any work at the Premises relating to the Tenant Improvements, together with copies of paid invoices, and (c) Tenant has furnished Landlord with a complete set of "as-built" drawings of the Premises in electronic PDF form, along with a list of each contractor, subcontractor and material supplier that includes their respective contact information and a description of all work performed by such contractor, subcontractor and material supplier.

C. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising

out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Project shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors. Should any mechanic's or other liens be filed against any portion of the Project by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens.

D. All improvements made to the Premises as a part of the Tenant Improvements shall be Landlord's property. Except as expressly set forth herein, Tenant agrees to accept and hereby accepts the Premises in "AS IS, WHERE IS" condition.

5. ***Base Rental Adjustment***. The Base Rental Adjustment shall be calculated and paid as follows:

A. The Rentable Area (hereinafter referred to as "RA") in the Leased Premises is hereby stipulated to be the number of square feet of Rentable Area specified in the Schedule, whether the same should be more or less as a result of variations resulting from actual construction and completion of the Leased Premises for occupancy.

B. "Operating Costs" shall mean all operating expenses of the Building and all Common Areas as computed on the cash basis in accordance with generally accepted accounting principles consistently applied and shall include all expenses, costs and disbursements (but not payments of principal and interest on notes secured by deeds of trust on the Building and Common Areas, capital investment items related to the initial construction of the Building and Common Areas and replacements thereof, or costs specially billed to specific tenants) of every kind and nature that Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building or Common Areas, including but not limited to, the following:

i. Wages, salaries, taxes, insurance and benefits directly attributable to all employees engaged in operating, maintaining, managing or providing security for the Building or Common Areas and to personnel who may provide traffic control relating to ingress and egress between the parking areas and adjacent public streets.

ii. All supplies and materials used in operation and maintenance of the Building and Common Areas.

iii. Utilities for the Building and Common Areas, including water, power, heating, lighting, air conditioning and ventilation (excluding utilities paid by Tenant or other third parties).

iv. Maintenance, janitorial, dumpster, security, and service agreements for the Building or Common Areas, the sidewalks, appurtenant to the Building, and the equipment therein (excluding janitorial paid by Tenant or other third parties).

v. Casualty, liability, and rent loss insurance applicable to the Building and Common Areas and Landlord's personal property used in connection therewith.

vi. Taxes, assessments, office park association fees, franchise and excise taxes and governmental charges attributable to the Building and all Common Areas.

vii. Repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties).

viii. Amortization of the cost of installation of capital investment items that are primarily for the purpose of reducing Operating Costs as hereinafter defined or which may be required by governmental authority by the passage of new laws, regulations, or requirements.

ix. Landlord's accounting costs attributable to the Building.

x. Fees paid by Landlord for management of the Building.

xi. Legal consultants', appraisers' and auditing fees incurred in connection with an appeal for reduction of taxes or for other management purposes directly incurred in the operation of the Building and all Common Areas.

C. For the purpose of computing the Base Rental Adjustment, "Tenant's Proportionate Share" shall be equal to the RA for the Premises divided by the RA for the entire Building, per the Schedule.

D. As Additional Base Rental, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Operating Costs during any calendar year within the Term of this Lease, or during any fractional part of a calendar year, with Tenant's obligation in such case to be prorated (the "Base Rental Adjustment"). For this purpose, Landlord may estimate the Tenant's Proportionate Share of Operating Costs for each calendar year or portion thereof during the Term, and Tenant's Base Rental shall be adjusted upward by the amount of such estimated amount (the "Estimated Base Rental Adjustment"). Said Estimated Base Rental Adjustment shall be divided by twelve and paid to Landlord as Additional Base Rental monthly on the same day the Monthly Base Rental is due and payable. If during any calendar year the Building is not fully occupied or if any tenant of the Building (other than Tenant) furnishes to itself any services which would otherwise have been furnished by Landlord, Operating Expenses shall be adjusted at the expiration of each calendar year as if the Building were 95 percent occupied during the entire year and as if Landlord had furnished such services. "Fully occupied" shall be defined as occupancy of 95 percent or more of the rentable area of the Building.

E. Within one hundred, fifty (150) calendar days or as soon thereafter as may be reasonably practicable after the conclusion of each calendar year during the Term, Landlord shall furnish to Tenant a report describing the actual amount of Operating Costs for such calendar year and the actual Base Rental Adjustment. A lump sum payment shall be made by Landlord to Tenant or by Tenant to Landlord, as appropriate, within thirty (30) calendar days after the delivery of such report equal to the amount of any difference between the actual Base Rental Adjustment payable by Tenant pursuant to this Section 5 and the amount of any previous payments thereof by Tenant due to the Estimated Base Rental Adjustment based upon Landlord's estimate of annual Operating Costs. For a ninety (90) calendar day period following the giving of such report, Landlord shall afford Tenant

reasonable access to Landlord's books and records with respect to Operating Costs, to enable Tenant to verify the amount of Operating Costs that are the basis for the computation of the actual Base Rental Adjustment and the actual amount of the difference to be paid by Tenant or Landlord, as applicable; or, in lieu of such right of inspection, Landlord may, in its sole discretion, provide Tenant with an audit of Landlord's books and records with respect to Operating Costs prepared by an independent certified public accountant.

F. "Common Areas" shall mean all areas, signage, installations and equipment provided from time to time by Landlord for the common use and benefit of the tenants of the Building, their employees, agents, licensees, customers and other invitees, including, without limitation, parking areas, exits, entrances, access roads, driveways, sidewalks, retaining walls, loading platforms and ramps, landscaped areas, and pedestrian walkways.

6. ***Services to be Furnished by Landlord***. Landlord shall furnish the following services as a part of Operating Costs:

A. Access to the Leased Premises twenty-four hours per day every day during the Term..

B. Routine maintenance and electric lighting service for all public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be standard.

C. Janitorial service to the Common Areas of the Building on business days; provided that Tenant shall provide any and all janitorial services for the Premises, in addition to pest extermination on a monthly basis in a manner satisfactory to Landlord.

D. Electrical power to the Common Areas of the Building in the manner and to the extent deemed by Landlord to be standard, the parties agreeing that Tenant shall be solely responsible to pay for any electricity consumed by the Premises directly to the applicable utility provider. Tenant shall not overload the electrical system of the Building or Premises. Any additional equipment, feeders or risers necessary to supplement the existing electrical system shall be supplied by Landlord at the expense of Tenant, provided such installations will not, in Landlord's judgment, overload the electrical system of the Building or entail excessive or unreasonable alterations to the Building or the Leased Premises.

E. Building standard fluorescent bulb replacement and incandescent bulb replacement in the Common Areas of the Building.

F. Landlord to deliver HVAC units in good and operating order. Tenant shall maintain a preventative maintenance contract which meets Landlord's reasonable expectation, including but not limited to regular replacement of filters and belts. Tenant shall provide all service work files upon Landlord's request. If a unit requires non-standard repairs, Landlord is responsible for all costs and/or repairs in excess of $500.00 per unit per occurrence. Further, Landlord is responsible to replace HVAC units should they fail due to normal wear and tear, in such instance, replacement cost in excess of One Thousand Dollars ($1,000.00) per unit, per year, shall be borne by Landlord. In every instance concerning HVAC repairs and/or replacement beyond standard maintenance, Landlord shall use its reasonable discretion when determining solutions for such

repairs, acknowledging that Tenant will be using the Premises for regulated production of pharmaceutical products.

Failure by Landlord to any extent to furnish the services described in this Section 6, or any cessation thereof, resulting from the repair or alteration of the Building or causes beyond the reasonable control of Landlord shall not be construed as an eviction of Tenant, nor worth an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof.

Tenant shall return the Premises to the Landlord in the same condition as at Commencement, normal wear and tear excepted, including HVAC systems. Landlord shall be reasonable in its consent to Tenant's renovation of the existing Premises and will notify Tenant if any of Tenant's proposed improvements will need to be removed upon the expiration of the Term.

7. ***Common Areas***. During the term of this Lease, for so long as Tenant is not in default hereunder, Landlord grants Tenant a non-exclusive license to use and occupy in common with others so entitled, the Common Areas of the Building, including, but not limited to, corridors, stairways, entranceways, parking areas, service roads, loading facilities, sidewalks, and other facilities as may be designated from time to time by Landlord subject to the terms and conditions of this Lease.

8. ***Keys, Locks and Card Keys***. Landlord shall furnish Tenant with twenty (20) keys for each door entering the Leased Premises. Additional keys will be furnished at a charge to the Tenant on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Leased Premises nor shall Tenant change the locks without Landlord's permission, and Tenant shall not make, or permit to be made any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys of the Leased Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, installed in the Leased Premises by Tenant.

9. ***Graphics***. Landlord shall provide and install all letters or numerals on entrance doors to the Leased Premises. The cost of all signage shall be from the Tenant Cost Allowance. All such letters and numerals shall be in the Building standard graphics and size, and no others shall be used or permitted on the Leased Premises with the written approval of Landlord.

10. ***Parking***. Tenant shall have the right to use in common with the other tenants in the building the parking spaces as provided by Landlord adjacent to the building for parking of Tenant's automobiles and those of its employees and visitors, subject to the rules and regulations now or hereafter adopted by Landlord. Landlord reserves the right to adopt any regulations necessary to curtail unauthorized parking, including the required use of "parking permits." Tenant shall not use more than its prorata share of parking based on its square footage.

11. ***Permitted Uses***. Tenant shall use and occupy the Leased Premises for the purpose specified in the Schedule and for no other purpose; provided, however Tenant shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire, or permit anything to be done which would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents, cause the load upon any floor of the Building to exceed the load for which the floor was designed or the amount permitted by law, or use electrical energy exceeding the capacity of the then existing feeders or wiring installations. Tenant shall further

conduct its business and control its agents, employees, invitees, and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building. Tenant shall not allow the Premises to be used in any way which could be construed as a public accommodation and shall indemnify and hold Landlord harmless against any costs that may be incurred as a result of such use.

12. ***Laws, Regulations, and Rules of Building***. Tenant shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Leased Premises and all Common Areas. Tenant shall comply with reasonable rules and regulations as may be adopted or altered by Landlord from time to time for the safety, care and cleanliness of the Leased Premises, Building and Common Areas and for preservation of good order therein after receiving notice thereof, including, but not limited to, the Rules and Regulations attached hereto as Exhibit C. Tenant agrees to provide Landlord with accurate financials (balance sheet and income statements) on the Tenant within 7 calendar days of request from the Landlord, and the receipt of an executed confidentiality agreement reasonably acceptable to Tenant.

13. ***Repairs by Landlord***. Except as otherwise provided in Section 4 hereof, Landlord shall not be required to make any improvements to or repairs of any kind or character in the Leased Premises prior to the Commencement Date. Landlord shall keep in good order, condition and state of repair the structural portions and the roof of the Building and the common area facilities provided by Landlord under the provisions hereof. Tenant agrees that Landlord's obligation to make such repairs shall not relieve Tenant of the obligation to pay all sums which become due under this Lease. Landlord may at Tenant's written request, maintain special leasehold improvements at Tenant's expense, at a cost or charge equal to the direct costs incurred in such maintenance plus 15% of said cost to cover overhead. Tenant shall reimburse Landlord upon demand for the cost of repairing any damage to the Leased Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees not covered by insurance.

14. ***Repairs and Alterations by Tenant***. With the exception of those items to be maintained and repaired by Landlord pursuant to the foregoing provisions, Tenant shall, at its expense, keep in good order, condition and state of repair all portions of the Leased Premises, including, but not limited to, bathrooms, breakrooms, utility systems exclusively serving the Leased Premises to the point of connection to the common line (specifically including, but not limited to, plumbing, electrical, telephone, internet, gas, sprinkler, sewage, and/or heating, ventilating, and air conditioning systems, wherever same may be located, including any heating, ventilating and air conditioning equipment located on the roof of the Building) . In the event Tenant fails to comply with the requirements of this paragraph, Landlord may make such maintenance and repair and the cost thereof, plus 15% of said costs to cover overhead, with interest at 15% per annum shall be immediately payable to Landlord as Additional Rent. Tenant shall, at its own cost and expense, repair or replace any damage or injury done to the Leased Premises or the Building or Common Area, caused by Tenant or Tenant's agents, employees, invitees, contractors, or servants; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make such repairs or replacements, and Tenant shall pay the costs thereof to the Landlord on demand as additional rent. No alterations in the Leased Premises or signs visible from outside the Leased Premises shall be made or installed by Tenant without the prior written consent of Landlord, and at Landlord's election such alterations or additions shall become the property of Landlord upon termination of this Lease. All plans for repairs, replacements, alterations, or installations required or permitted to be made by Tenant shall be subject to the approval of Landlord, which may be subject to any reasonable protections or restrictions designed to preserve the architectural design and structural

integrity of the Building and to protect against claims by materialmen and laborers. Tenant shall engage the Landlord (at Tenant's expense) or a mechanical contractor to perform routine maintenance to the heating and cooling systems including filter replacement and provide Landlord proof of such maintenance.

15. ***Care of Leased Premises***. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and at the termination of this Lease, Tenant shall deliver possession of the Leased Premises to Landlord in as good condition as at date of possession by Tenant, or as the same may have been improved during the Term, ordinary wear and tear or damage resulting from fire or other unavoidable casualty excepted. If Tenant installs improvements in the Leased Premises reasonably determined by Landlord to be special or non-standard, including but limited to, signage, light fixtures, low voltage cabling or supplemental HVAC equipment, Landlord may require Tenant to remove such special or non-standard improvements and restore the Leased Premises to its original condition at Tenant's sole cost and expense upon the termination of this Lease. Such work to remove special or non-standard items and to repair the Premises shall be complete on or before the expiration date of the Lease.

16. ***Intentionally Omitted.***

17. ***Peaceful Enjoyment***. Tenant shall have the right to peacefully occupy, use and enjoy the Leased Premises during the Lease Term, subject to the other terms hereof, provided Tenant pays the rent and other sums herein required to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.

18. ***Landlord's Right of Entry***. Landlord or its agents or representatives shall have the right to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same, clean or make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable. Landlord further reserves the right to show the Leased Premises to prospective tenants or brokers during the last six (6) months of the Lease Term as extended, and to prospective purchasers or mortgagees at all reasonable times, provided twenty–four (24) hour's prior notice is given to Tenant in each case, and Tenant's use and occupancy of the Premises shall not be materially inconvenienced. Tenant shall not be entitled to any abatement or reduction of rent by reason of the exercise of the foregoing rights on the part of Landlord. Landlord and any other parties entering the Premises shall comply with Tenant's reasonable restrictions to protect the safety of its products and to comply with legal requirements.

19. ***Limitation of Landlord' Liability***. Landlord's liability to Tenant shall be limited as follows:

a. Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause other than the gross negligence or willful misconduct of Landlord. By way of example, but without limitation, Tenant agrees that Landlord will not be liable for any loss, injury, death, or damage to persons, property, or Tenant's business resulting from (i) theft; (ii) act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, fire, explosion or falling objects; (iii) any accident or occurrence in the Premises or any other portion of the Building caused by the Premises (or any other portion of the Building) becoming out of repair or by the obstruction, breakage or defect in or failure of equipment, pipes, sprinklers, wiring, plumbing, heating, ventilation and air-conditioning or lighting fixtures of the Building or by broken glass or by the backing up of drains, or

by gas, water, steam, electricity or oil leaking, escaping or flowing into or out of the Premises; (iv) construction, repair or alteration of any other premises in the Building or the Premises; (v) business interruption or loss of use of the Premises; (vi) any diminution or shutting off of light, air or view by any structure erected on any land adjacent to the Building, even if Landlord is the adjacent land owner; (vii) mold or indoor air quality; (viii) any acts or omissions of any other tenant, occupant or visitor of the Building; or (ix) any cause beyond Landlord's control, unless caused by the gross negligence or willful misconduct of Landlord. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits. None of the foregoing shall be considered a constructive eviction of Tenant, nor shall the same entitle Tenant to an abatement of rent.

b. All separate and personal liability of any member, partner, principal, joint venturer, director, officer, shareholder or beneficial owner of Landlord and of any constituents of the Landlord is hereby expressly waived by Tenant, and by every person now or hereafter claiming by, through, or under Tenant; and Tenant shall look solely to Landlord's interest in the Building and the proceeds of any insurance maintained by Landlord in connection with the Building for the payment of any claim against Landlord. Upon any transfer of Landlord's interest in this Lease or in the Building, the transferring Landlord shall have no liability or obligation for matters arising under this Lease after the date of such transfer.

20. ***Indemnity***.

a. Tenant shall hereby indemnify, defend and hold Landlord harmless against and from all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with (i) Tenant's use, occupancy or maintenance of the Premises, or the Building, (ii) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (iii) any negligent or otherwise tortious act or omission of Tenant.

b. Landlord shall hereby indemnify, defend and hold Tenant harmless against and from all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against Tenant and arising, directly or indirectly, out of or in connection with (i) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (ii) any grossly negligent or otherwise tortious act or omission of Landlord.

21. ***Defaults and Remedies***.

A. Landlord shall have all rights and remedies allowed at law or in equity; including, but not limited to the following:

(i) If any voluntary or involuntary petition under any section of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed

within thirty (30) days from the date it is filed, Landlord may elect, upon notice of such election, to terminate this Lease.

(ii) If Tenant defaults in the payment of any installment of the rent and does not cure the default within five (5) business days after notice, or if Tenant defaults in the prompt performance of any other provision of this Lease and does not cure such other default within ten (10) business days, or forthwith if the default involves a hazardous condition, after written notice by Landlord, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Leased Premises, Landlord may terminate this Lease and Tenant's right to possession of the Leased Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the Leased Premises.

(iii) Upon any termination of this Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord.

(iv) If Landlord elects to terminate Tenant's rights to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing Tenant from the obligation to pay the rent hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Landlord may relet the Leased Premises or any part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord in its sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. A reletting for a term longer than the then remaining Lease Term shall not constitute an acceptance by Landlord of a surrender of this Lease or a waiver of any Landlord's rights hereunder. In any such case, Landlord may make repairs, alterations and additions in or to the Leased Premises, and redecorate the same to the extent reasonably deemed necessary or desirable by Landlord, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expense of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

(v) Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safe-keeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) calendar days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale.

B. In the event of any default by Landlord, Tenant shall be entitled to all remedies provided at law or in equity (except that Tenant shall not have the right to terminate this Lease or to withhold or offset rent), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have a reasonable

period, but in no event less than thirty (30) days, in which to commence to cure any such default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as independent covenants, not conditions; and all such obligations will be binding upon Landlord only to the extent that they accrued during the period of its ownership of the Building and not thereafter.

C. In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and the non-defaulting party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the Leased Premises, in the hands of an attorney, or files suit upon the same, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

D. Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but the party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

22. ***Holding Over***. If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Lease, Tenant shall pay rent (including Base Rent and Base Rental Adjustment) at one hundred twenty five percent for (125%) for the first three months and two hundred percent (200%) thereafter during Tenant's holding over payable on the month preceding such holding over computed on a daily basis for each day that Tenant remains in possession. In addition thereto, Tenant shall be liable for and pay to Landlord, all damages, consequential as well as direct, sustained by reason of Tenant's holding over.

23. ***Condemnation***. If the Leased Premises shall be partially taken or condemned for any public purpose to such an extent as to render a portion of the Leased Premises untenantable, the rental provided for herein shall abate as to the portion rendered untenantable. In the event the whole of the Leased Premises shall be so taken or condemned, this Lease shall terminate as of the date of taking of possession. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord.

24. ***Damage or Destruction to the Leased Premises.*** If the Leased Premises, the Building, or the Common Area is damaged or destroyed by fire or other casualty, cause or condition whatsoever through no fault or neglect of Tenant, its agents, employees, customers, invitees, visitors or contractors so as to cause the Leased Premises to be untenantable or to make it impossible for Tenant to continue its normal business operations therein, a just proportion of the rent herein reserved shall abate according to the extent the full use and enjoyment of the Lease Premises are rendered impossible by reason of such damage until such time as Landlord makes such portion of the Leased Premises tenantable, or useable for Tenant's normal business operations, as the case may be. If Landlord determines that such damage or destruction cannot be repaired within one hundred and eighty (180) calendar days so as to restore fully Tenant's full use and enjoyment of the Leased Premises, Landlord may, by written notice to the Tenant given within thirty (30) calendar days after such damage terminate this Lease as to all the Leased Premises as of the date of such destruction, and all rent owed up to the time of such destruction shall be paid by Tenant. If Landlord does not exercise its right to terminate after such damage, Landlord shall proceed with due diligence to restore

Tenant's full use and enjoyment of the Leased Premises within one hundred eighty (180) calendar days from the date of such destruction.

25. ***Casualty Insurance***. Landlord shall maintain fire and extended coverage insurance on the portion of the Building constructed by Landlord, including additions and improvements by Tenant that are required to be made by Tenant under this Lease and which have become or are to become the property of Landlord upon vacation of the Leased Premises by Tenant. Said insurance shall be maintained with an insurance company authorized to do business in Tennessee in amounts desired by Landlord and at the expense of Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and on all additions and improvements made by Tenant and not required to be insured by Landlord above, and Tenant shall provide Landlord with a current certificate evidencing such coverage in a form reasonably satisfactory to Landlord. If the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations, contents of the Leased Premises, or improvements with respect to the Leased Premises beyond building standard, resulting in extra-hazardous exposure, Tenant shall promptly pay the excess amount of the premium upon request by Landlord as additional rent.

26. ***Waiver of Subrogation***. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim action or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or to the Building of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies referred to in Section 25 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party.

27. ***Liability Insurance***. Tenant shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the parking areas, Building or the Leased Premises in a combined single limit of not less than Five Million Dollars ($5,000,000.00). Such insurance shall be effected under policies satisfactory to Landlord that shall name Landlord as an additional insured. Tenant shall furnish Landlord with a certificate evidencing such coverage that shall contain an undertaking by the insurer to give Landlord ten (10) business days' prior written notice of any modification or cancellation of the coverage afforded by such insurance. Landlord shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the parking areas, Building and the Common Areas in a combined single limit of not less than Five Million Dollars ($5,000,000.00).

28. ***Subordination and Attornment***. This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions and Tenant shall not act or permit the Premises to be operated in violation thereof. If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such foreclosure sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to

evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, or (iii) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or judicial action or deed in lieu of foreclosure). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed. Tenant agrees to execute any instruments evidencing such subordination and attornment as reasonably may be required by the holder of any mortgage or deed of trust on the building.

29. ***Estoppel Letter***. Tenant shall at any time, upon not less than ten (10) business days' prior written request, execute and deliver in form and substance satisfactory to Landlord and any mortgagee or beneficiary under a deed of trust affecting the Leased Premises, an estoppel letter certifying:

A. The date upon which the Lease Term commences and expires:

B. The date to which rent has been paid;

C. That Tenant has accepted the Leased Premises and that all improvements have been satisfactorily completed (or if not so accepted or completed, the matters objected to by Tenant);

D. That the Lease is in full force and effect and has not been modified or amended (or if modified or amended, a description of same);

E. That there are no defaults by Landlord under the Lease nor any existing condition with respect to which the giving of notice or lapse of time would constitute a default;

F. That Tenant has not received any concession;

G. That Tenant has received no notice from any insurance company of any defects or inadequacies in the Leased Premises;

H. That Tenant has no options or rights other than as set forth in this Lease or any amendment thereto described in such letter; and

I. Such other matters as may be necessary or appropriate to qualify Tenant's response to any of the foregoing statements of which Landlord may reasonably request.

If such letter is to be delivered to a purchaser of the Building, it shall further include the agreement of Tenant to recognize such purchaser as Landlord under this Lease, and thereafter to pay rent to the purchaser or its designee in accordance with the terms of this Lease. Tenant acknowledges that any purchaser or prospective mortgagee of the Building may rely upon such estoppel letter and that Landlord may incur substantial damages by reason of any failure on the part of Tenant to provide such letter in a timely manner.

30. ***Lease Commission***. Tenant represents and warrants that Tenant has dealt with and only with the Broker(s) named in the Schedule in connection with this Lease and Tenant agrees to indemnify and hold harmless Landlord and any broker employed by Landlord from any claims of other broker(s) in connection with this Lease. Landlord shall pay the leasing commission due to the within-named Broker(s).

31. ***Right of First Offer:***

a. During the Term of the Lease, but subject to the prior rights of an existing Tenant or any other party, if any, Landlord shall grant to Tenant a right of first offer on the space containing 8,452 rentable square feet contiguous to the Premises described as Suite 25 and the space containing 8,380 rentable square feet contiguous to the Premises described as Suite 21, and shown as the attached Exhibit D to this Amendment which may from time to time become vacant (the "ROFO Space"). In the event the Landlord intends to lease to a third-party all or any portion of the ROFO Space (but excluding any new or renewal lease or lease expansion with any then-existing tenant of all or any portion of the ROFO Space), Landlord shall give Tenant written notice of such offer ("Landlord's Notice"). Tenant shall thereupon have a right (a "Lease Right") to lease all, but not less than all, of the portion of the ROFO Space described in said Landlord's Notice, subject to the following terms and conditions:

(i) Tenant gives Landlord a written notice exercising the Lease Right within five (5) business days after receipt of Landlord's Notice for such Lease Right.

(ii) Tenant submits current financial statements of the Tenant to Landlord concurrently with Tenant's Notice exercising the Lease Right and such financial statements are approved in writing by the Landlord. Landlord agrees to maintain such financial statements as confidential information of the Tenant, in the same manner in which it maintains its own confidential information and will use such financial information only for the purpose of evaluating Tenant's exercise of the Lease Right.

(iii) There has not been a default under this Lease either on the date Tenant exercises such Lease Right or, unless waived in writing by Landlord, on the proposed commencement date of the lease term for such portion of the ROFO Space; and

In the event that Tenant does not timely or properly exercise the Lease Right, Landlord may at any time thereafter lease the applicable portion of the ROFO Space to any third-party Tenant on such

terms and provisions as Landlord may elect until the Landlord fails to consummate a lease for such space or such third-party has vacated such space and such space is again available for leasing by a third-party.

b. If Tenant exercised the Lease Right, the following terms and provisions shall apply:

(i) Landlord shall lease the applicable portion of the ROFO Space to the Tenant for a lease term of no less than three (3) years from commencement date and if that three year term extends beyond the term of this Lease then the term of this lease shall be extended to be conterminous.

(ii) The Rental Rate payable for the applicable portion of the ROFO Space shall match the then current rate of this Lease.

(iii) For purposes of paying any adjustments, Tenant's Pro Rata Share shall be increased effective as of the commencement date of the lease term for the applicable portion of the ROFO Space by the percentage determined by dividing the rentable area of such portion of the ROFO Space by the rentable area of the Building.

(iv) The ROFO space shall be accepted in its as-is, where-is condition.

(v) All the terms and provisions of this Lease shall apply with respect to the applicable portion of the ROFO Space, except as otherwise provided in this Article 31 (b) or except as same may be inconsistent with the provisions in this Article 31 (b).

c. If Tenant exercises a Lease Right, Landlord and Tenant shall execute and deliver an amendment of this Lease reflecting the lease of the applicable portion of the ROFO Space by Landlord and Tenant on the terms and provisions set forth in this Article 31 (b) which amendment shall be executed and delivered by Tenant within fifteen (15) calendar days after Tenant exercises the applicable Lease Right.

d. Each Lease Right shall automatically terminate and become null and void upon the earlier to occur (1) the expiration or termination of this Lease, (2) the termination of the Tenant's right to possession of the Premises, (3) the assignment of this Lease by Tenant in whole or in part, (4) the sublease by Tenant of the Premises, or any part thereof, (5) the recapture by Landlord of any space under the Article 16 above, or (6) the failure of the Tenant to timely or properly exercise such Lease Right.

31. ***Hazardous Substance - General***. The term "Hazardous Substances," as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statue of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Leased Premises or in the Building that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant

shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Leased Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought into the Leased Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Upon prior notice and during normal business hours, Landlord or Landlord's representative shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials, and if such Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the Lease, the Leased Premises is found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify and hold Landlord harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Leased Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

32. ***ADA General Compliance***. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Leased Premises, and Tenant shall use all reasonable efforts to fully comply with The Americans With Disabilities Act of 1990 ("ADA"). Landlord's responsibility for compliance with ADA shall include the Common Areas of the Building, but not the Leased Premises. Landlord shall promptly correct, at its sole expense, any ADA violations in the Common Areas.

Within ten (10) business days after receipt, Tenant shall advise Landlord in writing, and provide the Landlord with copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Building or of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with ADA and relating to any portion of the Building or the Premises.

33. ***Assignment by Landlord***. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building. In such event and upon such transfer, no further liability or obligation shall accrue against the assigning Landlord.

34. ***Assignment or Sublease***. In the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof (a "Transfer"), Tenant shall give Landlord at least sixty (60) calendar days prior notice, which shall specify the terms and effective date thereof. Landlord shall have thirty (30) calendar days following receipt of such notice to notify Tenant in writing that Landlord elects (a) to terminate this Lease as to the space so affected as of the effective date specified by Tenant in which event Tenant will be relieved on such effective date of all further obligation hereunder as to such space, (b) to permit the Transfer, subject, however, to subsequent written approval of the proposed assignee or subtenant by Landlord, or (c) to refuse to consent (with reasonable cause only) to Tenant's proposed Transfer and to continue this Lease in full force and effect as to the entire Leased Premises. If Landlord should fail to notify Tenant in writing of such election within such thirty (30) day period, Landlord shall be deemed to have elected option (b) above. If Landlord elects to exercise option (b) above, Tenant agrees to provide, at its expense, direct access to the assignment or sublease space common area of the Building. No Transfer shall relieve Tenant of any obligation under this Lease. Any attempted Transfer by Tenant in violation of the terms and covenants of this paragraph shall be void.

Notwithstanding the foregoing, neither (i) an assignment to a transferee of all or substantially all of the assets of Tenant, (ii) an assignment to a transferee which is the resulting entity of a merger or consolidation of Tenant with another entity, nor (iii) an assignment or subletting of all or a portion of the Premises to an "Affiliate" of Tenant (which term is defined to mean an entity which is controlled by, controls, or is under common control with, the original Tenant) (each of the entities described in (i) through (iii) above, a "Non-Transferee"), shall be deemed a Transfer under this Lease, provided that Tenant notifies Landlord of any such transaction and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such transfer or transferee as set forth in items (i) through (iii) above, that such transaction is not a subterfuge by Tenant to avoid its obligations under this Lease, and that such transferee or affiliate shall have a net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles (the "Net Worth") at least equal to the greater of (A) the Net Worth of Tenant immediately prior to such transaction, or (B) the Net Worth on the Effective Date of the original named Tenant. "Control," as used in this Section, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by the ownership of voting securities, by contract or otherwise.

35. ***Amendments***. This Agreement may not be altered or amended, except by an instrument in writing signed by all parties hereto. Tenant agrees that it shall execute such further amendments to this Lease as may be reasonably requested by any future holder of a first mortgage on the Building, provided such amendments do not materially and adversely affect the interest of Tenant hereunder.

36. ***Binding Agreement***. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, to the extent permitted by Section 34, the successors and assigns of Tenant.

37. ***Gender***. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

38. ***Governing Law***. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.

39. ***Entire Agreement***. This Lease and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between Landlord and Tenant.

40. ***Severability***. The invalidity or unenforceability of a particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

41. ***Payment and Notices***. Any payment or notice required or permitted hereunder shall be deemed to have been duly made or given when personally delivered or deposited in the United States Mail, postage prepaid, and addressed to Landlord at the address specified in the Schedule of the Lease and to Tenant at the address specified below until the commencement of the Term and thereafter at the address previously furnished in writing to the other party.

Tenant: Option Care Enterprises, Inc.
1411 Lake Cook Road
Deerfield, IL 60015
Attn: President

With a copy to: Option Care Enterprises, Inc.
1411 Lake Cook Road
Deerfield, IL 60015
Attn: Legal Department

42. ***Mortgage Protection***. Tenant agrees to give any mortgage and/or deed of trust holders, as to all or a portion of the Building, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such mortgage and/or deed of trust holders. Any such mortgage and/or deed of trust holders shall have thirty (30) calendar days after receipt of notice of such default or such other amount of time as may be reasonably required to cure such default, including time to obtain possession of the Building by power of sale or judicial action or deed in lieu of foreclosure.

IN WITNESS WHEREOF, the parties hereto have executed this foregoing Lease as of the day of 9-21, 2015

LANDLORD:
EP GRASSMERE, LLC,
a Tennessee limited liability company

By: EP Real Estate Fund II, LLC,
its Sole Member

By: Eakin Properties, LLC,
its Manager

By: Joshua J Eakin

Name:
Title:

TENANT:

By: _____

Print Name: PAUL MUSTRAPA

Title: CEO

EXHIBIT A
624 Grassmere – Suite 22
Floor Plan
15,306 RSF

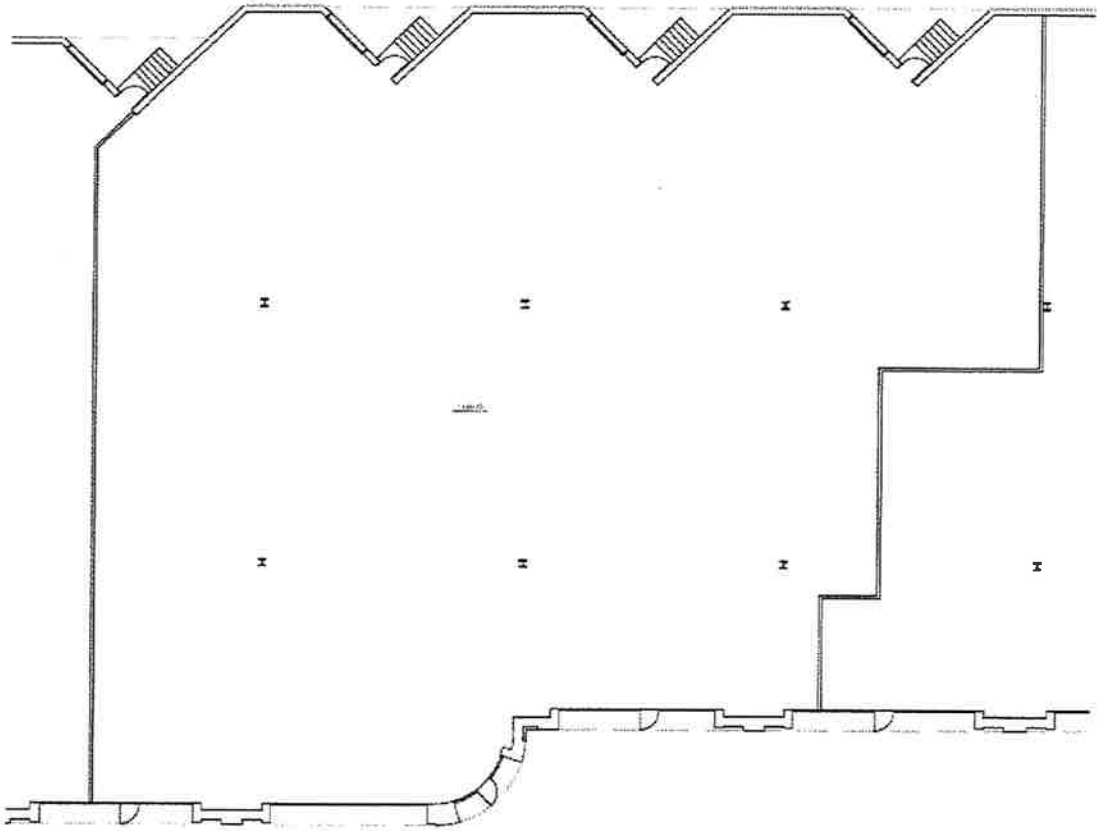


EXHIBIT B
Rent Schedule

Walgreens Infusion and Respiratory Services, LLC
624 Grassmere
Suite 22 15,306 RSF
Initial Rent (per RSF) $ 14.90
Annual Increase 2.00%

YEAR	MONTHLY	PER PERIOD
1	$19,004.95	$228,059.40
2	$19,385.05	$232,620.59
3	$19,772.75	$237,273.00
4	$20,168.20	$242,018.46
5	$20,571.57	$246,858.83
6	$20,983.00	$251,796.01

EXHIBIT C

Building's Rules and Regulations

1. The sidewalks, entrances, passages, courts, vestibules, or stairways of the Building shall not be obstructed or encumbered or used for a purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

2. No awnings or other projection shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord.

3. Building Standard Tenant signage to be installed by Tenant. Building Standard Tenant signage is at the Suite as well as signage above the Suite door in a size and design acceptable to Landlord in its sole discretion. Tenant shall bear the cost of design, installation and removal of the sign in a manner acceptable to Landlord.

4. The sashes, sash doors, skylights, windows, and doors that are a visable from public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in vestibules or other public parts of the Building without Landlord approval.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, materials, chemical or substance in or about the premises demised to such tenant, other than as provided in the Lease.

7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by the Landlord.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises demised to any tenant. No cooking, except for microwave cooking, shall be done or permitted in the Building by any tenant without the approval of the Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.

9. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind at auction, without the prior consent of Landlord.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.

11. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any packages, freight, furniture or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's Lease.

13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer or typist, or to a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

14. No vending machines of any description shall be installed, maintained or operated upon the premises demised to any tenant without prior consent of Landlord.

15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

16. Each tenant shall be responsible for all persons patronizing its Premises and shall be liable to Landlord for all acts of such persons.

17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all windows closed.

19. No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.

20. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, and work outside of their regular duties, unless under specific instructions from the office of Landlord.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention.

22. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

23. If the Premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefore as shall be approved by Landlord.

24. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.

25. No tenant shall clean any window in the Building from the outside.

26. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

28. With respect to work being performed by a tenant in its premises with the approval of Landlord, the tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Building.

29. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or common areas whether or not such loss occurs when the Building or the premises are locked against entry.

30. Landlord shall not permit entrance to the premises of tenants by use of pass keys controlled by Landlord, to any person at any time without the written permission from such tenant, except employees, contractors, or service personnel directly supervised by Landlord and employees of the United State Postal Services.

31. Each tenant and all of tenant's employees and invitees shall observe and comply with the driving and parking signs and markers on the land surrounding the Building, and Landlord shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.

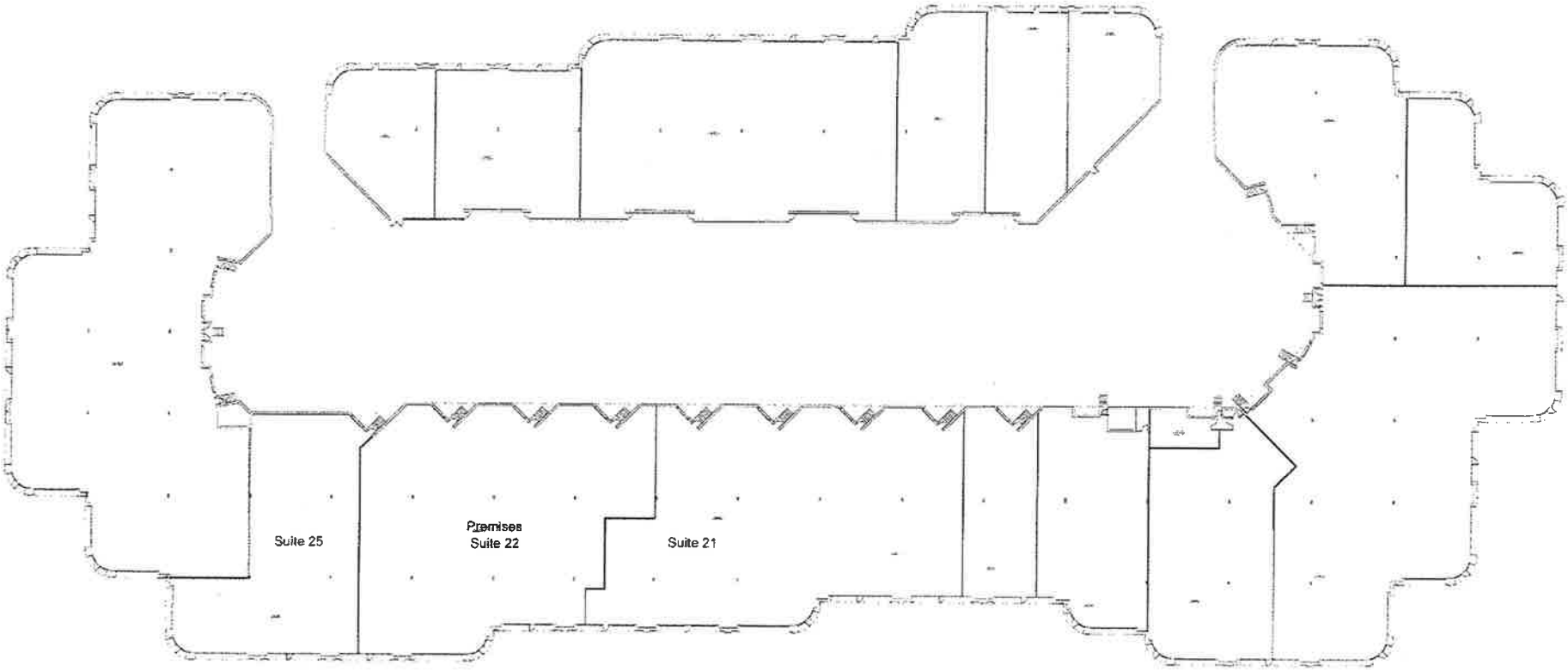
32. Without Landlord's prior approval, no tenant shall install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.

33. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways provided for such purposes and at such times as Landlord shall designate.

34. No tenant shall employ any persons other than a janitorial service, approved by Landlord, or Landlord for the purpose of cleaning its premises without the prior consent of Landlord. No tenant shall cause any unnecessary labor by reason of its carelessness or indifference in the preservation of good order and cleanliness.

35. Tenant shall not permit smoking of any type of tobacco product (e.g., cigarettes, cigars, pipes, etc.) in or about the Premises or Building by any of its employees, servants, agents, representatives, visitors, customers, licensees, invitees, guests, contractors, or any person whomsoever, and, upon Landlords request, shall post in a conspicuous place or places in or about the Premises, "No Smoking" signs or placards. Tenant acknowledges that the Premises and Building are non-smoking facilities.

Exhibit D

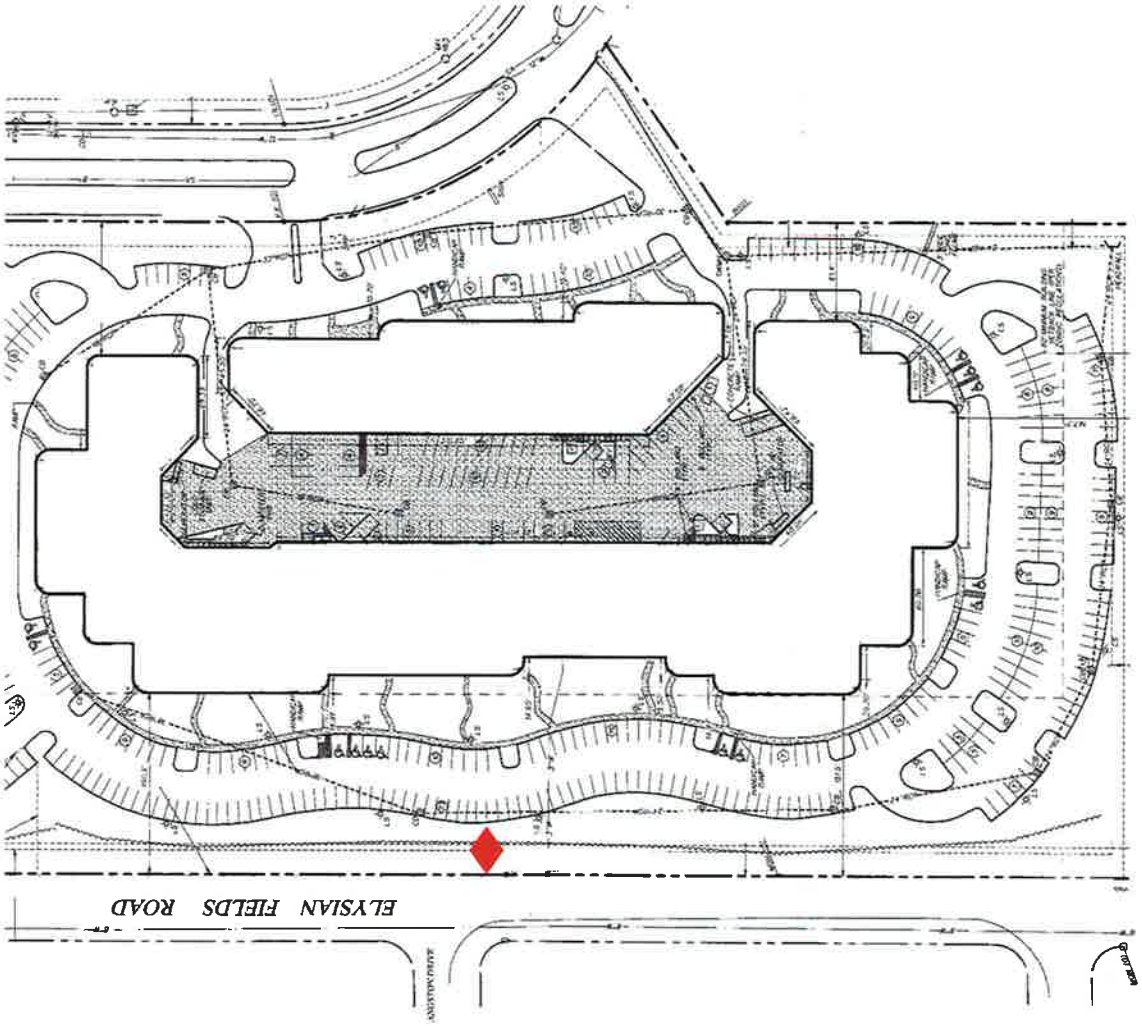


collaborative
studio

Grassmere Building II

Attachment Section A. 6B-1 a-d

Attachment Section A. 6B-1 a-d



Plot Size = 13.34+/- Acres

ATTACHMENT SECTION A-6B-2

Home Health Patient Care Areas

Infusion Pharmacy Areas

Warehouse Areas

Community Areas

option care™

Nashville

624 Grassmere Park Drive, Suite 22, Nashville, TN 37211

February 25, 2016

Scale: Not to scale

LKDG Prj. No. 15054

Attachment Section B-2E

LK design group
architecture · planning · interiors
16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

MEMORANDUM

Date: December 2, 2016

To: Kay Clabault
Sr. Project Manager
Option Care
Corporate Facilities & Real Estate

From: Wade Harris
LK Design Group

RE: Option Care – Nashville Project Information

- A general description of the project;
  - Project consists of tenant finish out of existing flex space for the occupancy of office space, compounding clean room, infusion suite and warehouse space.

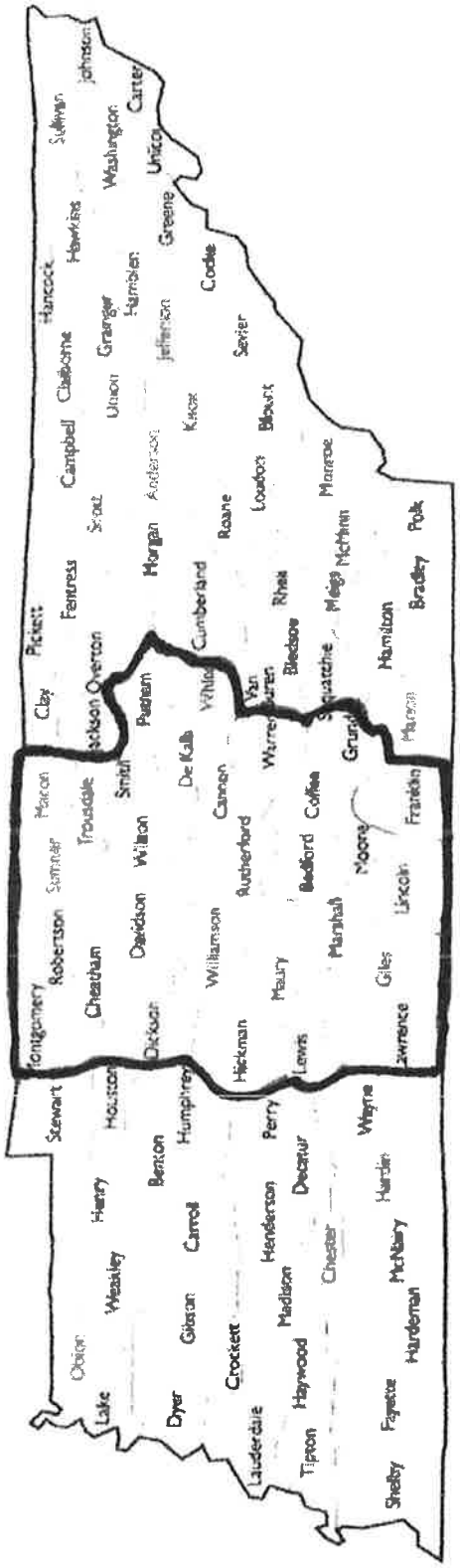
- An Estimate of the cost of construction project;
  - $1,714,158.00

- A description of the status of the site's suitability for the proposed project;
  - Site was provided to LK Design Group for the express interest of occupation. LK Design Group was not part of the determination of the site suitability decision.

- Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including AIA Guidelines for Design and Construction of Hospital and Health Care Facilities in current use by the licensing authority;
  - The scope of work provided by LK Design Group was performed by a licensed AIA architect state the state of Tennessee, was designed to meet criteria provided by Option Care and to meet International Building Codes, local design codes and addendum.

End of Memorandum

Attachment Section B – Need 3 (1)



County Level Map

Board for Licensing Health Care Facilities

State of Tennessee

License No. 0000000604

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC to conduct and maintain a

Home Care Organization VANDERBILT HC AFFILIATED W/WALGREENS IV & RT SERVICES

Located at 500 WILSON PIKE CIRCLE, SUITE 115, BRENTWOOD

County of WILLIAMSON, Tennessee.

This license shall expire AUGUST 01, 2017, and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State this 6TH day of JULY, 2016.

In the Distinct Category(ies) of: HOME HEALTH AGENCY
OTHER SPECIALTY

By Vincent J. Davis, MPH
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By John J. Dreyzehner, MD
COMMISSIONER

CF012

Attachment Section B-4A1

Attachment Section B-4A2

CERTIFICATE *of* ACCREDITATION

THE ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

Walgreens Infusion and Respiratory Services, LLC
d/b/a Vanderbilt HC affiliated w/Walgreens IV & RT
BRENTWOOD, TENNESSEE

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS THROUGH COMPLIANCE WITH ACHC'S NATIONALLY RECOGNIZED STANDARDS FOR ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING:

DMEPOS

Home/Durable Medical Equipment Services

FROM *April 15, 2014* THROUGH *April 14, 2017*

CHIEF EXECUTIVE OFFICER

Richard M. Wetherell
CHAIRMAN OF THE BOARD OF COMMISSIONERS

ACHC ACCREDITED · ACHC ACCREDITED · ACHC ACCREDITED
ACHC

ACCREDITATION COMMISSION *for* HEALTH CARE

Table 4 Walgreens Healthcare Services
Demographic Characteristics of Service Area 2016-2020

Attachment Section B -- Need 4 (A)(2)

Counties covered by TN CON	Total Population 2016	Total population 2020	Total population % of change	Target Population 2016	Target Population 2020	Target Population % of chage	Target Population 2020 as % of total	Median Age	Median houshold income	person below poverty level	person below povery level as % of total population-County	TennCare Enrollees	TennCare enrollees as % of total
Bedford	50,005	53,334	6.67%	42,381	44,637	4.71%	83.70%	36.50	$40,989.00	1055.00	21.10%	13595.00	27.14%
Cannon	14,464	14,834	2.58%	11,697	11,651	-0.39%	78.52%	42.00	$39,438.00	2617.00	18.10%	3260.00	22.54%
Cheatham	40,798	41,692	2.20%	34,867	34,517	-1.00%	84.60%	40.00	$52,138.00	6160.00	15.10%	7917.00	19.40%
Cofee	55,932	57,865	3.45%	45,617	46,292	1.48%	80%	39.50	$39,656.00	11913.00	21.30%	14270.00	25.51%
Davidson	680,427	714,756	5.00%	602,856	626,442	3.90%	87.64%	34.20	$47,432.00	127920.00	18.80%	153988.00	22.63%
DeKalb	19,644	20,206	2.86%	15,872	15,820	-0.33%	78.30%	40.90	$37,409.00	1100.00	19.70%	5584.00	28.42%
Dickson	53,684	56,210	4.70%	45,187	46,209	2.30%	86.10%	39.30	$45,056.00	7784.00	14.50%	8368.00	21.77%
Franklin	42,097	42,681	1.39%	33,344	32,709	-1.90%	76.63%	41.40	$42,633.00	6693.00	15.90%	8368.00	18.88%
Giles	29,743	29,817	0.25%	23,778	23,066	-2.99%	77.36%	42.50	$38,739.00	5294.00	17.80%	6778.00	22.79%
Grundy	13,470	13,263	-1.54%	10,449	9,924	-5.00%	74.82%	42.40	$55,896.00	942.00	7.00%	4957.00	36.80%
Hickman	25,351	27,363	3.84%	21,944	22,141	0.90%	80.12%	40.60	$38,032.00	4765.00	18.80%	6558.00	24.89%
Houston	8,869	9,157	3.25%	7,015	7,023	0.11%	76.70%	41.50	$38,637.00	1933.00	21.80%	2165.00	24.41%
Humphreys	18,987	19,185	1.04%	15,108	14,801	-2.03%	77.15%	42.10	$41,152.00	3113.00	16.40%	4545.00	23.94%
Lawrence	43,164	43,849	1.59%	35,005	34,698	-0.88%	79.13%	40.00	$37,371.00	8373.00	19.40%	11382.00	26.37%
Lewis	12,752	13,072	2.51%	10,149	10,022	-1.25%	76.67%	43.00	$36,114.00	2524.00	19.80%	3139.00	24.61%
Lincoln	34,695	35,469	2.23%	27,970	27,814	-0.56%	80.76%	42.90	$41,328.00	5655.00	16.30%	8030.00	23.14%
Macon	23,453	24,202	3.19%	19,430	19,546	0.60%	80.76%	39.60	$34,156.00	4972.00	21.20%	7303.00	31.13%
Marshall	33,105	34,648	4.66%	27,684	28,082	1.44%	81.05%	39.80	$41,822.00	5131.00	15.50%	7289.00	22.02%
Maury	88,337	92,944	5.21%	74,519	75,585	1.43%	81.32%	38.20	$46,565.00	14222.00	16.10%	19750.00	22.36%
Montgomery	201,598	221,620	9.90%	183,073	199,133	8.77%	89.85%	30.20	$50,693.00	32860.00	16.30%	36859.00	18.28%
Moore	6,795	7,056	3.84%	5,305	5,352	0.88%	75.85%	44.30	$43,393.00	835.00	12.30%	889.00	13.08%
Perry	8,266	8,466	2.42%	6,359	6,309	0.79%	74.52%	43.00	$31,750.00	1967.00	23.80%	2208.00	26.71%
Putnam	79,658	84,087	5.56%	65,981	68,292	3.50%	81.21%	36.30	$34,780.00	20073.00	25.20%	18304.00	22.98%
Robertson	73,796	78,659	6.50%	63,167	65,702	4.00%	83.56%	38.40	$53,748.00	9076.00	12.30%	14531.00	19.69%
Rutherford	318,638	357,615	12.20%	293,348	317,157	8.11%	88.69%	32.80	$55,096.00	42378.00	13.30%	52872.00	16.59%
Smith	20,207	20,833	3.10%	16,812	16,848	0.21%	80.87%	41.00	$43,988.00	2061.00	15.90%	4621.00	22.87%
Sumner	178,730	190,261	6.45%	151,334	157,342	3.97%	82.70%	39.20	$56,193.00	28418.00	10.20%	31191.00	17.45%
Trousdale	8,402	8,739	4.01%	7,047	7,151	1.47%	81.83%	39.50	$37,211.00	1806.00	15.90%	2170.00	25.82%
Warren	40,872	41,446	1.40%	33,522	33,213	-0.92%	80.13%	39.50	$34,592.00	8705.00	21.50%	11905.00	29.13%
Wayne	17,428	17,642	1.23%	14,174	14,066	-0.76%	79.73%	41.70	$31,225.00	3851.00	20.56%	3584.00	20.56%
White	27,250	28,541	4.74%	21,618	21,790	0.80%	76.34%	41.70	$33,933.00	6022.00	22.10%	7584.00	27.83%
Williamson	215,859	234,832	8.80%	188,610	199,994	6.00%	85.16%	38.70	$81,743.00	12088.00	5.60%	12935.00	5.93%
Wilson	129,094	138,561	7.30%	109,161	114,150	4.57%	82.42%	39.80	$60,095.00	13425.00	10.40%	20090.00	15.59%
Service area total	2,615,570	2,782,905	6.40%	2,264,383	2,357.48	1.27%	80.73%	39.78	$43,727.00	405731.00	16.97%	516989.00	22.79%
State of TN total	6,812,005	7,108,031	4.35%	5,720,489	5,841,736	2.11%	82.18%	38.30	$44,621.00	1212536.00	17.80%	1,551,984	24.45%

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
WEST TENNESSEE HEALTH CARE FACILITIES
2975 C HIGHWAY 45 BYPASS
JACKSON, TENNESSEE 38305-3608

June 18, 2015

Julie Koenig
Walgreens-Optioncare Inc.
500 Wilson Pike Circle, Ste 115
Brentwood, TN 37027

RE: Licensure Survey

Dear Ms. Koenig:

We are pleased to advise you that no deficiencies were cited as a result of the licensure survey completed at your facility on June 15, 2015 The attached form is for your file.

If this office may be of any assistance to you, please do not hesitate to call (731) 984-9684.

Sincerely,

P. Diane Carter, PHNC 2

P. Diane Carter, RN, LNCC
Public Health Nurse Consultant 2

PDC/pb pb

Enclosure: State Form 2567

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED
	TNHL025		06/15/2015

NAME OF PROVIDER OR SUPPLIER: WALGREENS-OPTIONCARE INC

STREET ADDRESS, CITY, STATE, ZIP CODE: 500 WILSON CIRCLE, SUITE 115, BRENTWOOD, TN 37027

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
H 002	1200-8-26 No Deficiencies. This Rule is met as evidenced by: An annual Licensure survey was conducted on 6/15/15. The agency was found to be in compliance with state regulations. No deficiencies were cited.	H 002		

Division of Health Care Facilities

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE | TITLE | (X6) DATE

Plan of Correction

Attachment Section B. 4.B.2

Organization: Walgreens Infusion and Respiratory Services, LLC DBA Vanderbilt HC affiliated with Walgreens IV & RT

Date of Survey: 9/1/2011 **Surveyor:** Susan Wozniak

Services Reviewed: AIC, CRCS, HME

This plan of correction is submitted in response to the Accreditation Review conducted of our organization. Listed below is every item noted as deficient on the Summary of Findings Report. With regard to every item we have either: (1) certified that the violation was corrected, including a description of how it was corrected and the date of correction; or (2) indicated that the violation was not yet corrected, but have described what corrective measures are planned, and the date by which such measures will be completed.

For corrective action measures that require chart audits, please be sure to include both the percentage of charts to be audited and the frequency of the audit. Organizations should audit a minimum of 10 records or 10% of daily census whichever is greater. DMEPOS should audit a minimum of 10 records or 10% of any active client/patient records.

STANDARD	CRITERION	PLAN OF CORRECTION	Date of Compliance	INDIVIDUAL RESPONSIBLE FOR MAKING CORRECTION	PROCESS FOR CONTINUED COMPLIANCE	ACHC Internal Use Only	
						Compliance Yes/No	Comments
DRX4-2A		As of 9/1/2011, all new hire candidates will have at a minimum 2 refemce checks complete and documented for placement in employee file prior to hire.	1-Sep-11	Office Manager/General Manager	All new hire employee files will be audited with in 90 days to ensure all required documentation is contained with in the files, including two reference checks prior to hire, with expected results of 100% compliance.		
DRX4-9B		Best Practice Recommendation: Nurse Manager has become a member of the Infusion Nursing Society (INS). Walgreens will continue to encourage/support the nurse manager to participate in local and national organizations and pursue specialized nursing certifications moving forward.	28-Sep-11	Waglreens Regional Management/General Manager	Ensure nurse manager is supported and recommended to continue to expand and expolore affiliations, organizations, and specialized certification throughout duration of employement. Nurse Manager will work with the field nursing team to pursue the same opportunities. This will be reviewed regularly moving forward with all nurses employed by the branch.		

Attachment Section B-5.B.1

BEFORE THE TENNESSEE STATE BOARD OF PHARMACY

IN THE MATTER OF:	)	
	)	
VANDERBILT HC/WALGREENS IV & RT SERVICES,	)	**CASE NO. 2014001571**
	)	
	)	
RESPONDENT.	)	
	)	

CONSENT ORDER

Comes now, the Division of Health Related Boards of the Tennessee Department of Health (State), by and through the Office of General Counsel, and Respondent, Vanderbilt HC/Walgreens IV & RT Services (Respondent) and respectfully moves the Tennessee Board of Pharmacy (Board) for approval of this Consent Order affecting Respondent's pharmacy license in the State of Tennessee.

I. AUTHORITY AND JURISDICTION

The Board regulates and supervises pharmacies, pharmacists, pharmacy technicians, and pharmaceutical manufacturers, wholesalers, and distributors licensed to practice pursuant to the Tennessee Pharmacy Practice Act (Practice Act), Tennessee Code Annotated Section (TCA) § 63-10-101, *et seq.*, including the discipline of licenses, as well as those who are required to be licensed, who violate the Practice Act and the rules promulgated by the Board, Official Compilation of Rules and Regulations of the State of Tennessee (Tenn. Comp. R. & Regs.), 1140-01-.01, *et seq.* The Board enforces the Practice Act to promote and protect the health, safety and welfare of the public; accordingly, it is the policy of the Board to require strict compliance with the law and to apply the law to preserve the quality of pharmacy care provided in Tennessee.

II. STIPULATIONS OF FACT

1. Respondent owns and operates a compounding pharmacy located at 500 Wilson Pike Circle, Suite 115, Brentwood, Tennessee, (Pharmacy). Pharmacy holds a pharmacy license issued by the Board (ID Number 0000003433).

2. Prior to April 7, 2015, Pharmacy was jointly owned through a joint venture with Option Care Enterprises, Inc. (OCE) and Vanderbilt Health Services, Inc. (VHS). At this time, OCE was a wholly-owned subsidiary of Walgreens Infusion Services (WIS), a division of Walgreen Co. (Walgreens). Effective April 7, 2015, Walgreens sold its controlling interest in WIS to new owners, and the resultant new company was renamed Option Care Enterprises, Inc. (Option Care). As a result of such sale, the new owners now hold a controlling interest in Option Care with Vanderbilt Health Services, Inc. and Option Care as equal owners of Respondent, and Option Care manages the day to day operations of Respondent, with the Pharmacy responsible for providing all patient care and related pharmacy services.

3. As the manager and operator of Respondent, and in light of its new ownership, Option Care is actively working to ensure a culture of compliance throughout the organization.

4. At the time of the transaction, Option Care was made aware that Walgreens had been notified of the August, 2014 death of a pediatric patient for whom a Total Parenteral Nutrition (TPN) product was compounded at the Pharmacy and provided for the patient's use.

5. Board investigators determined that the TPN was not properly mixed, and believed that during the compounding process, adherence to policies and equipment warnings were not followed or noted, resulting in errors in the compounding of the TPN product.

6. Board investigators found that violations of the Pharmacy's own policies and procedures led to the TPN compounding error.

7. Separately and unrelated to the foregoing, on or about December 2014, during routine sample testing, WIS discovered the presence of mold growth in its chemotherapy mixing room. The room was cleaned and retested, and efforts were made to determine the source of the mold growth. WIS engaged industry specialists to inspect the air ducts and HVAC system throughout the facility. In addition, WIS worked with an industrial hygienist to identify and remedy the suspected source of the mold growth. Ultimately, it was determined that the HVAC system would be replaced in its entirety, and WIS ceased all sterile compounding at the facility pending installation of a new HVAC system.

8. A new HVAC system along with new HEPA filters were installed, and WIS resumed operations. After resuming operations, WIS performed ongoing, customary environmental testing to confirm air quality throughout the facility.

9. In May, 2015, results of environmental tests suggested possible mold growth in the chemotherapy mixing room. Respondent voluntarily suspended all compounding operations pending verification of the test results and correction of any circumstances that may have contributed to the mold growth.

10. The HVAC system, both sterile mixing rooms, as well as the overall building facility were again examined by multiple experts. It was determined that the mold resulted from air-flow issues due to the newly-installed HVAC system. Experts recommended additional engineering of the new HVAC to add heating coils, thus enabling more stable temperature controls, airflow and exchanges in the sterile mixing room.

11. The measures recommended by the experts to remedy the temperature and airflow issues were adopted and implemented by Respondent in June and July, 2015. Additionally, Respondent expanded the clean room suite by adding a vestibule to provide additional space and transitioning to the ante room for more positive environmental controls between the sterile mixing room environment and the exterior premises. Environmental testing of the sterile clean room has been and continues to be conducted, which has reflected negative mold growth. Following the renovations, the new, remodeled clean room passed state inspection, and was re-opened for sterile compounding in July, 2015. Respondent elected to seal and not reopen the chemotherapy mixing room. Chemotherapy mixing will not be continued at Respondent's current location.

12. Respondent acknowledges that Board investigators believe that certain policies and procedures may not have been followed as required by the Board-mandated regulations, and could be described as unprofessional conduct within the meaning of T.C.A. § 63-10-305(6).

III. STIPULATED GROUNDS FOR DISCIPLINE

13. The State of Tennessee Board of Pharmacy has the authority to revoke, suspend, or impose other lawful disciplinary action, including a civil penalty for any violation of any laws relating to drugs or to the practice of pharmacy and/or the Board's rules pursuant to TCA §63-10-305, and Tenn. Comp. R. & Reg. 1140-08-.01 [providing for Civil Penalties].

14. The Stipulations of Fact in paragraphs 4 through 6, may be sufficient to establish that Respondent has violated the following statutes or rules which are part of the Act, TCA §

63-10-101, *et seq.*, and Tenn. Comp. R. & Regs., 1140-010.01 *et seq.*, for which disciplinary action by the Board is authorized.

15. The Stipulations of Fact in paragraphs 4 through 6, may constitute grounds for which the Board may discipline Respondent's license to operate as a pharmacy pursuant to Tenn. Comp. R. & Regs., 1140-03-.02, titled Standards of Practice, the relevant portion of which reads as follows:

> A pharmacist may compound and dispense prescription drugs and devices and related materials only in a pharmacy practice site which is duly licensed by the board and which operates in compliance with Tennessee and federal laws and rules governing the practice of pharmacy.

16. The Stipulations of Fact in paragraphs 4 through 6, may constitute grounds for which the Board may discipline Respondent's license to operate as a pharmacy pursuant to Tenn. Comp. R. & Regs., 1140-01-.02, titled Violations Constitute Unprofessional Conduct, the relevant portion of which reads as follows:

> Any person who violates any rule of the board may be deemed guilty of dishonorable, immoral, unethical or unprofessional conduct within the meaning of T.C.A. § 63-10-305(6).

IV. STIPULATED DISPOSITION

17. For the purpose of avoiding further administrative actions with respect to this cause, Respondent agrees to the following:

a. Suspension of Respondent's license for a period of one (1) year from the date the Consent Order is approved by the Board;

b. Suspension of Respondent's license is stayed for the same period of one (1) year;

c. Payment of $ 15,000.00 in civil penalties;

d. Respondent has modified its compounding policies and procedures related to the concerns of the Board based upon recommendations by independent industry experts hired by Respondent, as well as Respondent's review of all Tennessee and federal regulations, and industry best practice standards. In that regard, Respondent has submitted a proposed Corrective Action Plan (CAP) to the Board and to the Department of Health outlining its internal changes to policies and procedures, among other changes and facility improvements. Included in the CAP, and to address the Board's concerns stemming from its review of any compounding errors occurring in August 2014, Respondent has adopted and trained its employees on the following heightened safety measures:

(i) All TPN products mixed by Respondent are reviewed and/or verified by no less than two (2) pharmacists.

(ii) One of the pharmacists must verify the physician's order and the ingredients to be compounded for the patient;

(iii) A second and different pharmacist must verify the accuracy of the compounding of any TPN by:

- Reviewing the compounding order and the mix check report generated by the compounding equipment used to mix the product;
- For any adult patient product, the verifying pharmacist must review the mix check report generated by the equipment as well as the patient information, errors raised by the report, the ingredients and quantities used when compounding the product, and any other factor necessary to make a professional and clinical decision whether the product can be dispensed to the adult patient, and will sign and indicate accordingly;
- For all pediatric patients, if any error is indicated by the equipment, the mix check report, or from any other source, the compounded product must be disposed of and not dispensed to the patient. There will be no separate clinical determination of whether the product can still be dispensed to the patient.

- All products which are rejected by the verifying pharmacist must be so indicated on the mix check report, bear the signature of the verifying pharmacist, stored for inspection and training purposes, and identified on a written log as disposed of as "waste."

- All of the above records will be made available for inspection by the investigators for the Board of Pharmacy at any time during business hours.

(iv) All current employees have been trained and have acknowledged the policies and training on the listed safety measures, among others, as contained in the CAP. Records of all employee trainings are available for inspection by the Board of Pharmacy during business hours.

(v) Pharmacists and pharmacy technicians have completed, and all future pharmacists and pharmacy technicians are required within thirty (30) days of his/her start date (before compounding) to complete training modules related to home infusion therapy and TPN. Additional training by the compounding manufacturer is scheduled within thirty (30) days of entry of this Order. The equipment manufacturer previously provided equipment training at Respondent's location in November 2014 (prior to Respondent's purchase).

(vi) A confidential reporting system has been established for technicians and pharmacists to report any concerns related to personnel competency or failure to comply with any compliance or safety measures required by law or Option Care Policy.

e. The CAP also describes Respondent's implementation of other safety measures, including the designation of specific employees for oversight and accountability on all policies and compliance requirements; establishment of stricter and more frequent compliance reporting internally; provisions for more frequent testing of compliance measures and employees' adherence to all stated measures; and increased management and compliance committee oversight and accountability for implementation, testing and enforcement of compliance and safety requirements.

f. The CAP also provides for a new employee orientation for sterile room and compounding training. Any new employee with less than two years' experience will be assigned a pharmacist mentor who will provide additional oversight for the employee's training and supervision for at least six (6) months.

g. During the one year period of the stay of the Respondent's license suspension and its CAP, the Respondent will provide any changes to its policies or employee training requirements related to compounding, prescription dispensing, or compliance verification to the BOP for its review within five business days of the change. As provided in the proposed CAP, Respondent will have readily available for the BOP's inspection monthly testing of compliance measures, including those related to TPN products, as well as mix check reports generated from the compounding equipment.

h. Testing of all compliance measures, while to be made available to the BOP as provided herein and in the proposed CAP, will also be provided to an independent industry consultant hired by Respondent for review and analysis, and who may provide advice or recommendations to Respondent with regard to testing measures. Any significant changes to policy or procedure as a result of advice or recommendations from the consultant will be provided to the BOP as provided herein.

i. Notice of any additional significant facility improvements or Respondent's relocation to a new site as anticipated will be provided to the BOP, who will be

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provided with the opportunity to inspect the improvements or any new facility location.

V. NOTICE

18. The Respondent, as represented by the signature on this Consent Order, waives the right to a contested hearing and any and all rights to judicial review in this matter. Respondent agrees that presentation to and consideration of this Consent Order by the Board for ratification and all matter divulged during that process shall not constitute unfair disclosure such that the Board or any of its members shall be prejudiced to the extent that requires their disqualification from hearing this matter should this Order not be ratified. Likewise, all matters, admissions and statements disclosed or exchanged during the attempted ratification process shall not be used against the Respondent in any subsequent proceeding unless independently entered into evidence from a separate source.

19. Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to challenge or contest the validity of this Consent Order. Respondent understands that by signing this Consent Order, Respondent is allowing the Board to issue its order without further process. In the event that the Board rejects this Consent Order for any reason, it will be of no force or effect for either party.

20. Furthermore, Respondent acknowledges that it understands that it has a right to a hearing under the provisions of the Uniform Administrative Procedures Act, TCA Title 4, Chapter 5, but that it hereby waives that right in order to enter into this proposed Consent Order.

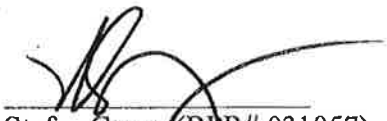
21. A violation of this Order shall constitute a separate violation of the Pharmacy Practice Act, TCA § 63-10-305(8), and is grounds for further disciplinary action by the Board.

22. Respondent's failure to maintain compliance with the terms of this Order and the requirements of Board Rule Chapter 1140-07 until the completion of the terms of the Order and any amendments thereto will be a violation of this Order and may result in the immediate lifting of the stay of suspension of Respondent's license. If thereafter Respondent wishes to have its license reinstated, Respondent must appear before the Board to obtain a recommendation for reinstatement and demonstrate its ability to operate within the bounds of the law. The Board reserves the right to recommend other reasonable conditions of reinstatement at the time of appearance before the Board. If the Board does not recommend reinstatement, Respondent's license shall remain suspended for the remaining term of suspension as provided by the terms of the Consent Order.

APPROVED FOR ENTRY:

9/1/15
Date

Paul Mastrapa
Chairman of the Board of Directors
Walgreens Infusion and Respiratory
Services, LLC
Respondent



9/1/15
Date

Stefan Cange (BPR# 031057)
Assistant General Counsel
Tennessee Department of Health
Office of General Counsel
665 Mainstream Drive, 2nd Floor
Nashville, Tennessee 37243
(615) 741-1611

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Approval by the Board

Upon the agreement of the parties and the record as a whole, this CONSENT ORDER was approved as a FINAL ORDER by a majority of a quorum of the Tennessee Board of Pharmacy at a public meeting of the Board and signed this 1st day of September, 2015.

ACCORDINGLY, IT IS ORDERED that the agreements of the parties will, and hereby do, become the Final Order of the Board.

Nina Smethers
Chairperson/Acting Chairperson
Tennessee Board of Pharmacy

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

January 4, 2017

Ron LaDuke
Vanderbilt HC/Walgreens IV & RT Servics
624 Grassmere Park Drive, Suite 22
Nashville, TN 31211

RE: Certificate of Need Application -- Walgreens Infusion and Respiratory Services, LLC d/b/a Vanderbilt HC/Walgreens IV & RT Servics - CN1612-040
The relocation of the applicant's principal office from 500 Wilson Pike Circle, Suite 115, Brentwood (Williamson County) to 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN 37211. The service area consists of Bedford, Cannon, Cheatham, Coffee, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Williamson, and Wilson Counties. The estimated project cost is $3,867.636.

Dear Mr. LaDuke:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 30-day review cycle for **CONSENT CALENDAR** for this project will begin on January 4, 2017. The first thirty (30) days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the thirty (30)-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review within the thirty (30)-day period immediately following. You will receive a copy of their findings. The Health Services and Development Agency will review your application on February 22, 2017.

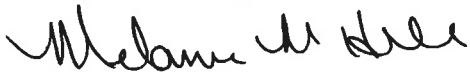
Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,



Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: Melanie M. Hill
Executive Director

DATE: January 4, 2017

RE: Certificate of Need Application
Walgreens Infusion and Respiratory Services, LLC d/b/a Vanderbilt HC/Walgreens IV &RT Servics - CN1612-040
CONSENT CALENDAR

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a **CONSENT CALENDAR** thirty (30) day review period to begin on January 4, 2017 and end on February 4, 2017.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Ron LaDuke

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

DEC 8 '16 AM 10:47

LETTER OF INTENT

The Publication of Intent is to be published in the Buffalo River Review (Name of Newspaper) which is a newspaper of general circulation in Perry County (County), Tennessee, on or before December 7 (Month / day), 20 16 (Year), for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that: a change of location for its home health agency servicing Bedford, Cannon, Cheatham,

Walgreens Infusion and Respiratory Services, LLC d/b/a Vanderbilt HC/Walgreens IV & RT Services (Name of Applicant) Home Health Agency (Facility Type-Existing)

owned by: Walgreens Infusion and Respiratory Services, LLC. with an ownership type of Joint Venture

and to be managed by: Walgreens Infusion and Respiratory Services, LLC. intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: to relocate its principle office from 500 Wilson Pike Circle, Suite 115, Brentwood, TN 37027 to 624 Grassmere Park Drive, Suite 22 Nashville, TN, 37211 at a cost of $3,860,525. The applicant is licensed as a home health agency by the Board of Licensing Health Care Facilities. The project does not contain any major medical equipment, or initiate or discontinue any other health services; and it will not change the applicant agency's authorized service area counties of Bedford, Cannon, Cheatham, Coffee, Davidson, Decatur, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Wilson, Williamson.

The anticipated date of filing the application is: December 12, 20 16

The contact person for this project is Ron LaDuke (Contact Name) General Manager (Title)

who may be reached at: Vanderbilt HC/Walgreens IV & RT Services (Company Name) 624 Grassmere Park Drive, Suite 22 (Address)

Nashville (City) TN (State) 37211-3662 (Zip Code) / 615-726-0776 (Area Code / Phone Number)

(Signature) 12/02/ 2016 (Date) RON.LADUKE@OPTIONCARE.COM (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

DEC 8 '16 AM 10:48

LETTER OF INTENT

The Publication of Intent is to be published in the Tennessean (Name of Newspaper) which is a newspaper of general circulation in all included counties (County), Tennessee, on or before December 8 (Month / day), 20 16 (Year), for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Walgreens Infusion and Respiratory Services, LLC d/b/a Vanderbilt HC/Walgreens IV & RT Services (Name of Applicant) Home Health Agency (Facility Type-Existing)

owned by: Walgreens Infusion and Respiratory Services, LLC. with an ownership type of Joint Venture

and to be managed by: Walgreens Infusion and Respiratory Services, LLC. intends to file an application for a Certificate of Need for [PROJECT DESCRIPTION BEGINS HERE]: to relocate its principle office from 500 Wilson Pike Circle, Suite 115, Brentwood, TN 37027 to 624 Grassmere Park Drive, Suite 22 Nashville, TN, 37211 at a cost of $3,860,525. The applicant is licensed as a home health agency by the Board of Licensing Health Care Facilities. The project does not contain any major medical equipment, or initiate or discontinue any other health services; and it will not change the applicant agency's authorized service area counties of Bedford, Cannon, Cheatham, Coffee, Davidson, Decatur, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Wilson, Williamson.

The anticipated date of filing the application is: December 12, 20 16

The contact person for this project is Ron LaDuke (Contact Name) General Manager (Title)

who may be reached at: Vanderbilt HC/Walgreens IV & RT Services (Company Name) 624 Grassmere Park Drive, Suite 22 (Address)

Nashville (City) TN (State) 37211-3662 (Zip Code) / 615-726-0776 (Area Code / Phone Number)

(Signature) 12/02/ 2016 (Date) RON.LADUKE@OPTIONCARE.COM (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Supplemental- #1
-COPY-

Vanderbilt HC/Walgreens
IV &RT Services

CN1612-040

State of Tennessee
Health Services and Development Agency
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

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1:25 pm

DEC 23 PM 1:25

December 19, 2016

Ron LaDuke
General Manager
Walgreens Infusion and Respiratory Services, LLC
624 Grassmere Park Drive, Suite 22
Nashville, TN 37211

RE: Certificate of Need Application CN1612-040
Walgreens Infusion and Respiratory Services, LLC

Dear Mr. LaDuke,

This will acknowledge our December 12, 2016 receipt of your application for a Certificate of Need for the relocation of the applicant's principal office from 500 Wilson Pike Circle, Suite 115, Brentwood (Williamson County) to 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN 37211.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 12:00 noon, Friday, December 23, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

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1. **Section A., Executive Summary A, Item A.3. Service Area**

   It appears the applicant incorrectly listed "Provertson" County rather than Robertson County as a county in the service area. If so, please correct and submit a replacement page 4.

2. **Section A., Executive Summary A, Item C, Consent Calendar Justification**

   The Consent Calendar Justification attachment could not be found. If applicable, please briefly specify the reasons for requesting Consent Calendar by addressing each of the four criteria: 1) Need, 2) Economic Feasibility, and 3) Contribution to the Orderly Development of Health Care, and Quality Measures.

3. **Section A, Project Details, Item 4.A Legal Interest**

   It appears the provided lease was signed on September 21, 2015. Please clarify what currently occupies the lease space, if the applicant has been making payments since September 2015, and why?

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4. **Section A, Project Details, Item 4 B. (2) Floor Plan**

   Please clarify if the proposed leased space of the applicant is located on the 1st floor. How many floors are located in the office building that includes the proposed lease?

5. **Section A, Project Details, Item 10 Square Footage and Cost Per Square Footage Chart**

   The applicant notes a total GSF of 15,000 in the Square Footage and Cost Per Square Footage Chart; however the lease notes 15,306 SF of rentable space. Please clarify.

   The applicant notes the renovated and total construction cost per square foot is under the 1st quartile. However, there is not a category similar to the proposed project type to compare renovation and construction costs. Please clarify.

6. **Section B, Need, Item 2.a. and 2.b (Project Specific Criteria-Construction, Renovation, Expansion and replacement of Health Care Institutions)**

   What is the square footage of the applicant's current site?

   Please provide a copy of the referenced news release that notes a recent market analysis that projects home infusion will grow 9% annually through 2023.

   Please discuss how a national 9% home infusion growth can be applied to the applicant's service area with certainty.

7. **Section B, Need, Item 3. (Proposed Service Area)**

   It is noted the applicant has no historical or projected patients in the following service area counties: Cannon, Grundy, Houston, Lewis, Moore, Perry, Putnam, Smith, and White Counties. Please justify why these 9 counties are included in the applicant's service area.

8. **Section B, Need, Item 5. (Service Area Special Needs)**

   It is noted the applicant is not Medicaid/Medicare certified. If so, please explain how the applicant is contracted with Amerigroup and United Healthcare Community Plan.

   Please clarify if the applicant's home health and pharmacy have different contracts with Medicaid/Medicare.

9. **Section C, Need, Item 7. (Historical and Projected Utilization)**

   It is noted the applicant provided services to 200 patient in 2015 and projects 319 in 2017. However, please clarify how this is possible while the applicant notes 87 patients in the historical table on page 15 of the application and 104 projected patients in the table on page 16 of the application.

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10. Section B, Economic Feasibility, Item 1.

Please clarify if the cost of the proposed project is related to the home health agency or does it include the pharmacy operation also? The construction cost and lease cost should only involve the area of the building that will be occupied by your home health agency. If so, please submit a revised Project Costs Chart and replacement pages that references the new Project Costs.

It is noted the applicant will spend $1,714,158 in construction costs. Please clarify if the construction costs are included in the lease. If not, why is the applicant responsible for construction costs?

11. Section B, Economic Feasibility, Item 2. Funding

It is noted the proposed project will be funded through cash reserves. Please check "E. Cash Reserves" and provide a replacement page 21. In addition, please provide appropriate documentation from the Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization.

12. Section B. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)

There is a calculation error for Net Operating Revenue in 2014 and slight calculation errors in the overall columns for 2015 and 2016 in the Historical Data Chart. Please recheck, verify, and submit a corrected Historical Data Chart.

Please clarify why rent increased from $184,960 in 2015 to $318,556 in 2016 in the Historical Data Chart.

Why was there an annual capital expenditure of $2,002,264 in Historical Data Chart for 2016?

There appears to be a calculation error for the Total Deductions for Year 2018 in the Projected Data Chart. In addition, there appears an addition error for Free Cash Flow for Year 2017 in the Projected Data Chart. Please correct and submit a corrected Projected Data Chart.

How many patients is the Projected Data Chart based on for Year One (2017) and Year Two (2018)?

In the Projected Data Chart please clarify the rent paid to affiliates (pass through) in the amount of $318,556 for Year One and Year Two of the proposed project.

It is noted the applicant projects $217,942 in Management Fees in the Projected Data Chart in Year One and Year Two of the proposed project. However, the applicant notes in the application there is not a management entity and did not provide a management contract. Please clarify.

13. Section B. Economic Feasibility Item 5 and 6.B

Please clarify if the Gross Charge, Deductions from Revenue, and Average Net Charge is based on number of patients or on the numbers of visits.

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If there are any changes in the Projected Data Chart as a result of a calculation error, the projected average gross charge per patient/visit, projected deduction from revenue per patient/visit, and the projected net charge per patient/visit may change. If needed, please revise the applicant's response to Item 5 and 6.B if there are any changes in the Projected Data Chart that will changes the gross charge, deductions from revenue, average net charge, or Net Operating Ratio.

14. Section B. Economic Feasibility Item 5.B and 5.C

Please provide a response to 5 (B.) and 5 (C.).

15. Section B. Economic Feasibility Item 8.

The staffing table on page 27 is noted. However, please complete the Projected Year 1 FTE column and average wage column and submit a replacement page 27.

16. Proof of Publication

Please submit a copy of the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit which is supplied by the newspaper as proof of the publication of the letter of intent.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is February 21, 2017. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. ɜ 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party

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opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Phillip M. Earhart
HSD Examiner

SUPPLEMENTAL #1
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AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Vanderbilt HC/Walgreens IV & RT

I, Ron LaDuke, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

CITLALLI CAMPOS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

General Mgr
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 21st day of December, 2016, witness my hand at office in the County of Davidson, State of Tennessee.

NOTARY PUBLIC

My commission expires 11/20, 19 (20)

HF-0043

Revised 7/02

1. Section A., Executive Summary A, Item A.3. Service Area

It appears the applicant incorrectly listed "Provertson" County rather than Robertson County as a county in the service area. If so, please correct and submit a replacement page 4.

Service Area
The current service area for this location will not be affected. The service area for this project consists of Bedford, Cannon, Cheatham, Coffee, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Williamson, Wilson Counties. WIRS is not requesting to expand into any new counties in this application.

2. Section A., Executive Summary A, Item C, Consent Calendar Justification

The Consent Calendar Justification attachment could not be found. If applicable, please briefly specify the reasons for requesting Consent Calendar by addressing each of the four criteria: 1) Need, 2) Economic Feasibility, and 3) Contribution to the Orderly Development of Health Care, and 4) Quality Measures.

1) Need
This proposed move of the principal location will permit greater growth and to provide necessary administrative services for its homecare needs. The applicant's 33 county service area has been serviced for the last 7 years. It will not be changed as a result of this relocation of the principal office. The applicant primarily services patients age 0-64. That group currently numbers 2,264,383. By 2020 it is projected to increase by 1.27% to 2,357,480 persons.

2) Economic Feasibility
This project is expected to have a total calculated cost of $3,860,525 including construction, leasehold, and other improvements. WIRS, including the nursing services will have an estimated net revenue of $23,205,277 in 2016. This project is fully funded with available cash in the business.

3) Orderly Development to adequate and effective healthcare
WIRS is part of the continuum of health care, primarily providing care to patients transitioning from the acute care setting to home for infusion services. Additionally, WIRS coordinates with physicians, hospitals, health systems, medical groups, payors, and other health care providers, treating patients with infusion services for chronic and acute illnesses in an alternate treatment setting. WIRS is a licensed nursing agency and accredited by the national organization, ACHC.

4) Appropriate Quality Standards
This project will allow WIRS to continue to provide home nursing care for patients with chronic and complex conditions requiring extended dosing times that will not be serviced by other home health providers in this service area. The project will continue to bring to the service area a continued option for the care of complex cases, both pediatric and adult. This project will continue to provide expanded access to low-income and indigent care for complex patients. The applicant is currently licensed through The Department of Health and is accredited by the Accreditation Commission for Health Care (ACHC).

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3. Section A, Project Details, Item 4.A Legal Interest

It appears the provided lease was signed on September 21, 2015. Please clarify what currently occupies the lease space, if the applicant has been making payments since September 2015, and why?

> The initial lease was executed on September 21, 2015, however demolition and renovations of this was initiated in May 2016. Occupancy by the pharmacy operations of the business occurred effective July 11, 2016. At this time, the nursing operation remains at the location currently licensed at 500 Wilson Pike Circle, Brentwood, TN.

4. Section A, Project Details, Item 4 B. (2) Floor Plan

Please clarify if the proposed leased space of the applicant is located on the 1st floor. How many floors are located in the office building that includes the proposed lease?

> The newly leased building only has 1 floor, and this statement was included only to demonstrate that the facilities are accessible by handicapped patients/visitors.

5. **Section A, Project Details, Item 10, Square Footage and Cost Per Square Footage Chart**

The applicant notes a total GSF of 15,000 in the Square Footage and Cost Per Square Footage Chart; however the lease notes 15,306 SF of rentable space. Please clarify.

The applicant notes the renovated and total construction cost per square foot is under the 1st quartile. However, there is not a category similar to the proposed project type to compare renovation and construction costs. Please clarify.

Clarification regarding the Cost per Square Foot Within Which Range, the original submission compared the construction costs to the publish rates for hospital construction. This was an error, and because there are no publish construction cost ranges publically published for Home Health renovation/construction, this notation was removed from the above chart.

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Pharmacy	Brentwood	9,760	n/a	Nashville	14,378	0	14,378
Home Health	Brentwood	240	n/a	Nashville	928	0	928
Unit/Department GSF Sub-total							
Other GSF Total							
Total GSF	Brentwood	10,000	n/a	Nashville	15,306	0	15,306
***Total Cost**					1,714,158	0	1,714,158
****Cost per Square Foot**					$ 111.99	0	$ 111.99
Cost per Square Foot is Within Which Range (For Quartile ranges, please refer to an Applicant's Toolbox on www.tn.gov/hsda)					[ ] Below 1st Quartile	[ ] Below 1st Quartile	[ ] Below 1st Quartile
					[ ] Between 1st and 2nd Quartile	[ ] Between 1st and 2nd Quartile	[ ] Between 1st and 2nd Quartile
					[ ] Between 2nd and 3rd Quartile	[ ] Between 2nd and 3rd Quartile	[ ] Between 2nd and 3rd Quartile
					[ ] Above 3rd Quartile	[ ] Above 3rd Quartile	[ ] Above 3rd Quartile

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6. Section B, Need, Item 2.a. and 2.b (Project Specific Criteria-Construction, Renovation, Expansion and replacement of Health Care Institutions)

What is the square footage of the applicant's current site?

Our current space allocated to our home health services is 240ft^2.

Please provide a copy of the referenced news release that notes a recent market analysis that projects home infusion will grow 9% annually through 2023.

See attached article summary entitled Home Infusion Therapy Market size worth $26.3 Billion by 2023: Global Market Insights Inc.

Please discuss how a national 9% home infusion growth can be applied to the applicant's service area with certainty.

Section B, Need, Item 2.b (Project Specific Criteria-Construction, Renovation, Expansion and replacement of Health Care Institutions)
(Revised response due to utilization calculation errors in original submission)

WIRS nursing operations are directly and solely tied to the infusion pharmacy operations of the business and the proposed nursing service area exactly matches the current service area, there should be a continuing correlation between the number of nursing patients serviced, as compared to the number of infusion patients serviced. Based on historical data, WIRS saw patient census rise 34.7%, 24.7%, and 25.3% respectively from 2013 through 2015, with an average annual growth of 28.3%. During this same period, nursing patients serviced as a proportion of infusion patients was 9.5%, 10.4%, and 10.6% with an average annual relationship of 10.2%. With the industry future growth projected at 9.5% from 2016 to 2023 in the home infusion industry, as well as other market factors, WIRS anticipates that continued growth of its home infusion patient census within the TN market will continue to grow at rates similar to historical averages. Therefore, there will be a continued projected need for nursing operations to service a proportion of the overall patients serviced by the pharmacy operations.

7. Section B, Need, Item 3. (Proposed Service Area)

It is noted the applicant has no historical or projected patients in the following service area counties: Cannon, Grundy, Houston, Lewis, Moore, Perry, Putnam, Smith, and White Counties. Please justify why these 9 counties are included in the applicant's service area.

The noted counties of Cannon, Grundy, Houston, Lewis, Moore, Perry, Putnam, Smith and White are all counties currently serviced by our pharmacy operations. These counties are included to permit the continuity of care required to service patients in these counties that may require nursing services in conjunction with home infusion needs, where another local agency may not be able to provide sufficient staffing or sufficient expertise in there therapies supported by our pharmacy.

8. Section B, Need, Item 5. (Service Area Special Needs)

It is noted the applicant is not Medicaid/Medicare certified. If so, please explain how the applicant is contracted with Amerigroup and United Healthcare Community Plan.

Please clarify if the applicant's home health and pharmacy have different contracts with Medicaid/Medicare.

Yes, we have separate contracts with Medicaid/Medicare MCOs that are assigned to our pharmacy operations, and our contracted nursing services are apportioned to provide these services as part of the pharmacy continuity of care.

9. Section C, Need, Item 7. (Historical and Projected Utilization)

It is noted the applicant provided services to 200 patient in 2015 and projects 319 in 2017. However, please clarify how this is possible while the applicant notes 87 patients in the historical table on page 15 of the application and 104 projected patients in the table on page 16 of the application.

Please see corrected Historical and Projected Utilization below.

Vanderbilt HC / Walgreens IV & RT Services Historic and Projected Utilization 2013-2018						
	2013	2014	2015	2016*	2017*	2018*
Patients	46	68	87	104	138	171
Visits	482	933	1035	1252	1768	2035

PATIENTS: The average growth rate by patients from 2013 through 2016 was calculated to be 32.0%. This same growth rate is used to project new patients serviced in 2017 and 2018.

VISITS: The average number of visits per patient serviced annually between 2013 and 2016 was 12.0. This same ratio was used to project visits for 2017 and 2018.

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10. Section B, Economic Feasibility, Item 1.

Please clarify if the cost of the proposed project is related to the home health agency or does it include the pharmacy operation also? The construction cost and lease cost should only involve the area of the building that will be occupied by your home health agency. If so, please submit a revised Project Costs Chart and replacement pages that references the new Project Costs.

> Because the home health agency and pharmacy operations reside in the same building and are supported by the same clean room operations, we are not able to break out the cost in such a manner.

It is noted the applicant will spend $1,714,158 in construction costs. Please clarify if the construction costs are included in the lease. If not, why is the applicant responsible for construction costs?

> Construction costs are not included in the lease payment as we are responsible for building out the facility to suit our specific needs. These are typically leasehold improvement costs such as clean room and pharmacy facilities which are born by the entity.

11. Section B, Economic Feasibility, Item 2. Funding

It is noted the proposed project will be funded through cash reserves. Please check "E. Cash Reserves" and provide a replacement page 21. In addition, please provide appropriate documentation from the Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization.

> Section has been updated. Please note the initial funding of the project was approved for $1.4M but the construction went over budget. The Option Care's CFO signature is included on the attached capital funding request. No audit of the entity is required and therefore no audited financial statements are available for the entity.

12. Section B. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)

There is a calculation error for Net Operating Revenue in 2014 and slight calculation errors in the overall columns for 2015 and 2016 in the Historical Data Chart. Please recheck, verify, and submit a corrected Historical Data Chart.

> Please see revised Historical Data Chart.

Please clarify why rent increased from $184,960 in 2015 to $318,556 in 2016 in the Historical Data Chart.

> Rent increased in 2016 as there was duplicate rent as the facility leases overlapped.

Why was there an annual capital expenditure of $2,002,264 in Historical Data Chart for 2016?

The annual capital expenditure includes the construction costs of $1,714,158 plus various acquisitions of infusion pumps, office equipment and computer equipment.

There appears to be a calculation error for the Total Deductions for Year 2018 in the Projected Data Chart. In addition, there appears an addition error for Free Cash Flow for Year 2017 in the Projected Data Chart. Please correct and submit a corrected Projected Data Chart.

Please see revised Projected Data Chart.

How many patients is the Projected Data Chart based on for Year One (2017) and Year Two (2018)?

2017 - 319 patients/1,934 visits
2018 – 332 patients/2,011 visits

This includes patients for whom nursing services may be subcontracted with another home health agency and not serviced directly by WIRS, due to staffing availability.

In the Projected Data Chart please clarify the rent paid to affiliates (pass through) in the amount of $318,556 for Year One and Year Two of the proposed project.

This is the annual rent expense – moved to the Paid to Non-Affiliates line item.

It is noted the applicant projects $217,942 in Management Fees in the Projected Data Chart in Year One and Year Two of the proposed project. However, the applicant notes in the application there is not a management entity and did not provide a management contract. Please clarify.

Option Care Enterprises, Inc. is the management entity. Amount has been updated to $300,000 assuming consistent rates for the next 2 years. Management contract provided.

13. Section B. Economic Feasibility Item 5 and 6.B

Please clarify if the Gross Charge, Deductions from Revenue, and Average Net Charge is based on number of patients or on the numbers of visits.

All numbers updated to be based on visits.

If there are any changes in the Projected Data Chart as a result of a calculation error, the projected average gross charge per patient/visit, projected deduction from revenue per patient/visit, and the projected net charge per patient/visit may change. If needed, please revise the applicant's response to Item 5 and 6.B if there are any changes in the Projected Data Chart that will changes the gross charge, deductions from revenue, average net charge, or Net Operating Ratio.

Updated as needed.

14. Section B. Economic Feasibility Item 5.B and 5.C

Please provide a response to 5 (B.) and 5 (C.).

B. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

This project has no impact on the rates we charge to payers. Charges for the project are expected to remain consistent with expectations as there is no impact to payer rates.

C. Compare the proposed charges to those of similar facilities in the service area/adjoining service area, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

This project has no impact on the rates we charge to payers. Charges are compared to and consistent with our overall business, which has operations across the United States.

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15. Section B. Economic Feasibility Item 8.

The staffing table on page 27 is noted. However, please complete the Projected Year 1 FTE column and average wage column and submit a replacement page 27.

Position Classification	Existing FTEs (2016)	Projected FTEs year 1	Average Wage (Contractual Rate)	Area Wide / Statewide Prevailing Wage
A. Direct Care Positions				
Delivery	3	3	$ 28,980	$29,224
Dietician	2.6	2.6	$ 65,578	$76,298
Nurse	3.2	5	$ 68,085	$68,434
Pharm Tech	10.5	12	$ 32,444	$33,260
Pharmacist	5.75	5.75	$ 122,457	$122,867
Total Direct Care Positions	25.05	28.35		
B. Non-Patient Care Positions				
Administrative	3	3	$ 83,422	$85,169
Intake	11.25	11.25	$ 32,714	$38,329
Clinical Liaison	6	7	$ 64,657	$68,699
Nurse Manager	1	1	$ 100,450	$85,957
Pharmacy Manager	1	1	$ 131,733	$87,809
Account Manager	2	2	$ 65,858	$77,304
Warehouse/Delivery	3	3	$ 42,663	$43,023
Total Non-Patient Care Positions	27.25	28.25		
Total Employees (A+B)	52.3	56.6		
Contractual Staff	0	0		
Total Staff (A+B+C)	52.3	56.6		

16. Proof of Publication

Please submit a copy of the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit which is supplied by the newspaper as proof of the publication of the letter of intent.

Please see attached Affidavits from both the Tennessean and Buffalo River Review for the dates noted.

2. Identify the funding sources for this project.

Check the applicable item(s) and briefly summarize how the project will be financed. **(Documentation of the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility – 2)**

__ A. Commercial loan – letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan and any restrictions or conditions.

__ B. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance.

__ C. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

__ D. Grants – Notification of intent form for grant application or notice of grant award.

_X_ E. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or
The entity is not required to be audited and therefore audited financial statements are not available.

__ F. Other – Identify and document funding from all other sources.

Capital Asset/Project Authorization Form

option care

Today's Date:	2015-08-31	**Asset/Project Area:**	F - Facilities

Capital Asset/Project Name	Requester Name
2016 Capital Project Relocation	Kay Clabault

Total Capital Requested: $ 1,400,000.00	OPEX Related Expenses: $ -	Expected Completion Date: 6/30/2016

Is this asset purchase related to a project? YES **Project Category** PM - Profit Maintenance	Was this purchase budgeted? YES	Is this an addendum to a previous CAPA? NO

Sub-Account New Office? NO 530	**Location or Department** Vanderbilt JV	**CAPA No.** Version 1 (08072018) (Accounting will provide final number after approval process) F-PM-2015-08-31-017

Justification for purchase:

Approved capital project based on production volume and compliance

Detail of Asset Items & Costs (attach a minimum of 2 cost quotes):

Give Brand Name, Make, and Model (Include picture or catalog page)

Capital Costs

Asset Type	*Item Description*	*Year 1 Costs*	*Year 2 Costs*	*Year 3+ Costs*	*Total Costs*
Leasehold improvement	Relocation branch build out	$ 1,400,000.00	$ -	$	$ 1,400,000.00
Please Select		$ -	$ -	$	$ -
Please Select		$ -	$ -	$	$ -
Please Select		$ -	$ -	$	$ -
Please Select		$ -	$ -	$	$ -
				Total	$ 1,400,000.00

OPEX Related Costs

Expense Type	*Item Description*	*Year 1 Costs*	*Year 2 Costs*	*Year 3+ Costs*	*Total Costs*
Please Select		$ -	$ -	$ -	$ -
Please Select		$ -	$ -	$ -	$ -
Please Select		$ -	$ -	$ -	$ -
Please Select		$ -	$ -	$ -	$ -
Please Select		$ -	$ -	$ -	$ -
				Total	$ -

Budget Analysis

Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Originator			
Name:	Kay Clabault	**Signature:**	**Date:**
General Manager/Director			
Name:		**Signature:**	**Date:**
Area Vice President or Corporate Vice President			
Name:		**Signature:**	**Date:**
Chief Information Officer			
Name:		**Signature:**	**Date:**
Chief Financial Officer			
Name:	Mike Shapiro	**Signature:**	**Date:**
Chief Executive Officer			
Name:	Paul Mastrapa	**Signature:**	**Date:**
Finance Committee			
Name:	[redacted]	**Signature:**	**Date:**
Board of Directors			
Name:	[redacted]	**Signature:**	**Date:**

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Kristin Dahlke	**Signature:**	**Date:**
Accounting			
Name:	Chuck Murdent	**Signature:**	**Date:**

SUPPLEMENTAL #1
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OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 630	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature: Lori Zaitek	Date: 10/1/15
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature:	Date: 10/15
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Puric	Signature:	Date:
Accounting			
Name:	Tracy Sayler	Signature:	Date: 10/21/15

SUPPLEMENTAL #1

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3. Complete Historical Data Charts on the following two pages – Do not modify the charts provided or submit substitutions.

Historical Data Chart represents revenue and expense information for the last three (3) years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. Only complete one chart if it suffices.

HISTORICAL DATA CHART

X Total Facility
□ Project Only

Give information for the last three (3) years for which complete data are available for the facility or agency. The fiscal year begins in September. (Month)

	Year 2014	Year 2015	Year 2016
A. Utilization data (Specify unit of measure: Visits	1,257	1,308	1,860
B. Revenue from Services to Patients			
1. Inpatient Services	$0	$0	$0
2. Outpatient Services	$0	$0	$0
3. Emergency Services	$0	$0	$0
Other Operating Revenue (Specify): Infusion Services	$60,904,353	$87,786,396	$109,732,683
Gross Operating Revenue	$60,904,353	$87,786,396	$109,732,683
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$46,709,443	$67,772,114	$85,498,873
2. Provision for Charity Care	$0	$0	$0
3. Provisions for Bad Debt	$824,620	$1,000,686	$1,037,533
Total Deductions	$47,534,063	$68,772,800	$86,527,406
NET OPERATING REVENUE	$13,370,290	$19,013,596	$23,205,277
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	$1,376,377	$1,782,780	$2,372,310
b. Non-Patient Care	$1,595,337	$1,645,844	$2,276,993
2. Physician Salaries and Wages	$0	$0	$0
3. Supplies (includes cost of drug and other COGS)	$8,154,945	$12,945,023	$15,704,633
4. Rent			
a. Paid to Affiliates	$0	$0	$0
b. Paid to Non-Affiliates	$176,854	$184,960	$318,566
5. Management Fees			
a. Paid to Affiliates	$196,285	$180,000	$217,942
b. Paid to Non-Affiliates	$0	$0	$0
6. Other Operating Expenses	$755,544	$1,307,307	$778,539
Total Operating Expenses	$12,255,342	$18,045,914	$21,668,983
E. **Earnings Before Interest, Taxes and Depreciation**	$1,114,948	$967,682	$1,536,294
F. Non-Operating Expenses			
1. Taxes	$0	$0	$130,000
2. Depreciation	$60,368	$45,849	$122,356
3. Interest	$0	$0	$0
4. Other Non-Operating Expenses	$8,994	($320)	$1,673
Total Non-Operating Expenses	$69,362	$45,529	$254,029
NET INCOME (LOSS)	$1,045,586	$922,153	$1,282,265
G. Other Deductions			
1. Annual Principal Debt Repayment	$0	$0	$0
2. Annual Capital Expenditure	$0	$105,063	$2,002,064
Total Other Deductions	$0	$105,063	$2,002,064
NET BALANCE	$1,045,586	$817,090	($719,799)
DEPRECIATION	$60,368	$45,849	$122,356
FREE CASH FLOW (Net Balance + Depreciation)	$1,105,954	$862,939	($597,443)

HISTORICAL DATA CHART – OTHER EXPENSES **December 23, 2016 1:25 pm**

X Total Facility
□ Project Only

OTHER EXPENSE CATEGORIES	Year 2014	Year 2015	Year 2016
1. Professional Services Contract	$26,877	$251,941	$176,295
2. Contract Labor	$209,591	$342,085	$100,543
3. Imaging Interpretation Fee	$0	$0	$0
4. Other Expenses	$519,077	$713,281	$501,701
Total Other Expenses	$755,545	$1,307,307	$778,539

4. Complete Projected Data Charts on the following two pages.

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the Proposal Only. The second Chart should reflect information for the total facility. Only complete one chart if it suffices.

PROJECTED DATA CHART

X Total Facility
□ Project Only

Give information for the last two (2) years following the completion of this proposal. The fiscal year begins in January. (Month)

	Year 2017	Year 2018
A. Utilization data (Specify unit of measure: Visits	1,934	2,011
B. Revenue from Services to Patients		
1. Inpatient Services	$0	$0
2. Outpatient Services	$0	$0
3. Emergency Services	$0	$0
4. Other Operating Revenue (Specify) Infusion Services	$115,219,317	$120,980,283
Gross Operating Revenue	$115,219,317	$120,980,283
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	$89,764,367	$94,252,585
2. Provision for Charity Care	$0	$0
3. Provisions for Bad Debt	$1,089,410	$1,143,881
Total Deductions	$90,853,777	$95,396,466
NET OPERATING REVENUE	$24,365,540	$25,583,817
D. Operating Expenses		
1. Salaries and Wages		
a. Direct Patient Care	$2,490,926	$2,615,472
b. Non-Patient Care	$2,345,303	$2,415,662
2. Physician Salaries and Wages	$0	$0
3. Supplies (includes drug cost and other COGS)	$16,489,865	$17,314,358
4. Rent		
a. Paid to Affiliates	$0	$0
b. Paid to Non-Affiliates	$318,566	$318,566
5. Management Fees		
a. Paid to Affiliates	$300,000	$300,000
b. Paid to Non-Affiliates	$0	$0
6. Other Operating Expenses	$778,539	$778,539
Total Operating Expenses	$22,723,199	$23,742,597
E. Earnings Before Interest, Taxes and Depreciation	$1,642,341	$1,841,220
F. Non-Operating Expenses		
1. Taxes	$145,600	$163,072
2. Depreciation	$386,472	$386,472
3. Interest	$0	$0
4. Other Non-Operating Expenses	$1,673	$1,673
Total Non-Operating Expenses	$533,745	$551,217
NET INCOME (LOSS)	$1,108,596	$1,290,003
G. Other Deductions		
1. Annual Principal Debt Repayment	$0	$0
2. Annual Capital Expenditure	$386,472	$386,472
Total Other Deductions	$386,472	$386,472
NET BALANCE	$722,124	$903,531
DEPRECIATION	$386,472	$386,472
FREE CASH FLOW (Net Balance + Depreciation)	$1,108,596	$1,290,003

PROJECTED DATA CHART – OTHER EXPENSES **December 23, 2016 1:25 pm**

X Total Facility
□ Project Only

OTHER EXPENSE CATEGORIES	Year 2017	Year 2018
1. Professional Services Contract	$176,295	$176,295
2. Contract Labor	$100,543	$100,543
3. Imaging Interpretation Fees	$0	$0
4. Other Expenses	$501,701	$501,701
Total Other Expenses	$778,539	$778,539

5. A. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the project. Please complete the following table.

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue / Utilization Data - Visits)	$67,115	$58,996	$59,578	$60,159	2.0%
Deductions from Revenue (Total Deductions / Utilization Data - Visits)	$52,579	$46,520	$46,977	$47,437	2.0%
Average Net Charge (Net Operating Revenue / Utilization Data - Visits)	$14,536	$12,475	$12,599	$12,722	2.0%

B. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

Charges for the project are expected to remain consistent with expectations as there is no impact to payer rates.

C. Compare the proposed charges to those of similar facilities in the service area/adjoining service area, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

Charges are compared to and consistent with our overall business, which has operations across the United States

6. A. Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principle parties that will be a source of funding for the project.

SUPPLEMENTAL #1

December 23, 2016
1:25 pm

AMENDED AND RESTATAED MANAGEMENT AGREEMENT OF WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT is made and entered into as of August 1, 2016 ("**Effective Date**") by and between Option Care Enterprises, Inc., a Delaware corporation ("**Option Care**"), and Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company ("**Company**").

WHEREAS, Option Care, among other things, provides consulting, support and management services to organizations that operate infusion therapy businesses, pharmacies and home health agencies;

WHEREAS, Company is a licensed pharmacy, infusion service and home medical equipment provider ("**Business**");

WHEREAS, Company has requested that Option Care provide management and administrative support for the operation of its Business; and

WHEREAS, Option Care desires to provide, and Company desires for Option Care to provide, certain administrative services to Company pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
ENGAGEMENT AND AUTHORITY

1.1. Engagement. Company engages Option Care to perform the functions and to provide the services described in this Agreement, and Option Care accepts the engagement under the terms and conditions set forth in this Agreement. Option Care shall not have any authority, responsibilities or duties except as provided herein.

1.2. Authority and Responsibilities of Option Care.

(a) General. Subject to the limitations and conditions set forth in this Agreement, Option Care shall conduct, supervise and otherwise manage the day-to-day operations of the Business on behalf of and for the account of Company. For so long as Vanderbilt Health Services, Inc. ("**VHS**") or any of its affiliates is a member of the Company and is an organization tax exempt under Section 501(c)(3) of the Internal Revenue Code, Option Care shall have a duty to operate the business and affairs of Company in a manner consistent with the charitable purposes of any member of Company exempt from income tax under Section 50 I (c)(3) of the Internal Revenue Code of 1986 as amended (the "**Code**") and shall make appropriate adjustments in operations in response to any notice(s) from Company that a practice or activity, in the good faith, written opinion of outside legal counsel which opinion is provided

to Option Care, would jeopardize the tax exempt status of such members. The foregoing duty shall override any conflict with any duty to operate the business and affairs of Company for the financial profit of Company's members. In the absence of written direction from the directors of Company (the "**Directors**") or written policies of Company provided to Option Care for implementation by Option Care with respect to any matter, Option Care shall exercise reasonable judgment in its management activities of the Business. Option Care shall have responsibility and commensurate authority for all activities required of Option Care in this Agreement.

(b) Personnel. Company shall pay all costs associated with its employees' compensation and benefits. Option Care shall have authority to direct and supervise the hiring, training, performance, work and termination of all such employees, including, but not limited to, the general manager; provided, however, Company must approve any termination of employment and hiring of all key personnel and all actions taken by Option Care with respect to direction and supervision of the personnel shall be in accordance with the applicable policies and procedures of the Company as approved by the Company's Board of Directors, including employee disciplinary policies. All persons providing services on a full time basis for Company shall be employed by Company. Individual employees of Option Care who are not senior management employees of Option Care and who provide services for the direct benefit of the Company shall be under the supervision and control of Option Care; provided, however, that such individuals shall be acceptable to Company and, if Company objects to any such individual, Option Care shall cause another of its employees to assume the duties theretofore provided.

(c) Reliance. Option Care shall be entitled to rely upon formal written action taken by Company as reflected and recorded in the minutes of meetings of Company's Directors or upon written instructions received from a person designated by the Directors to give such instructions. Company shall be responsible for the results of proper implementation of such instructions by Option Care.

1.3. Control Retained by Company. Company shall at all times exercise ultimate control over the assets and operations of the Business, and Option Care shall perform its functions to manage and operate the Business as described in this Agreement in accordance with all policies, directives, and procedures adopted by Company. By entering into this Agreement, neither Company nor any of its members has delegated to Option Care any of the powers, duties, and responsibilities vested in them and no delegable as a matter of law. Company may, consistent with the terms of this Agreement, adopt policy recommendations or proposals made by Option Care. Company covenants to consult with Option Care prior to adopting any additional operating policies, directives or procedures.

1.4. Exclusivity. Company agrees that during the term of this Agreement, Company shall not contract with any other party for the services provided herein by Option Care.

ARTICLE 2
OPTION CARE SERVICES

Option Care shall be responsible for directing and overseeing the day to day operations of the Company and for providing such administrative oversight as may be necessary to ensure that the Company is managed in accordance with industry standards. Such services include without limitation the performance of the following functions on behalf of Company:

2.1. General Management and Planning Services. Option Care shall manage the Company efficiently and in accordance with industry standards and Option Care's corporate standards. Option Care shall prepare, review and, from time to time, revise the day-to- day operating protocols for the Business and provide general planning services for Company. From time to time as appropriate, Option Care may make written recommendations to Company concerning changes in the services offered by the Business. Prior to instituting any proposed changes, Option Care shall obtain the approval of the Directors. Option Care shall review and revise the short-range, medium-range, and long-range objectives for the Business and shall advise Company and make recommendations to Company with respect to these objectives. In addition, Option Care shall periodically review the operating systems, general management performance, personnel turnover, professional training and education and procedures of the Business and make, after consulting with Company, any changes that may be desirable.

2.2 Budget. On or prior to March 1 of each calendar year, Option Care shall prepare and present to Company for approval by Company's Directors an estimated annual budget for the operation of Company for fiscal year ending June 30. Further, at least sixty (60) days prior to the end of each fiscal year of the Company (fiscal year ending August 31), Option Care shall prepare and present to Company for approval by Company's Directors an actual annual budget for the operation of the Company for the Company's upcoming fiscal year. All regular functions of the Business shall be included in such a budget. Option Care shall notify Company prior to making or authorizing expenditures on behalf of Company which result in aggregate expenditures exceeding one hundred ten percent (110%) of budgeted expenditures (excluding drugs and supplies used in the normal course of the business) or any unplanned capital expenditure exceeding $25,000.

2.3 Contract Negotiation/Management. Option Care shall solicit, evaluate, review and negotiate agreements for and on behalf of Company with various managed care payors and networks of payors and/or providers, including all managed care payors and networks of payors and /or providers with which Vanderbilt University Medical Center contracts provided that such payors and networks are willing to contract with Company on commercially reasonable terms. All such agreements shall be subject to the final approval of Company. Such payor contracting will be directly with HMOs, employers, other payors and providers, and/or indirectly through bundling with networks including any of them. Option Care shall comply with all applicable laws and regulations in negotiating such agreements. Negotiation activities shall be undertaken consistent with any antitrust guidelines established by Company and applicable law. Option Care will manage all agreements negotiated by Option Care involving Company and such other contracts and arrangements involving Company as agreed upon by Option Care and Company from time to time.

2.4 Pricing. Option Care shall recommend to Company and, upon approval by Company, prepare, coordinate and implement pricing strategies for the products and services to be provided by Company as part of its Business, including but not limited to (i) fee for service, (ii) capitation, and (iii) other risk sharing.

2.5 Marketing. Option Care shall from time to time as necessary or appropriate recommend to Company and implement marketing strategies. All such market strategies shall be subject to the approval of Company.

2.6 Option Care Accounting Services. Option Care agrees to provide the following accounting related services for the benefit of Company:

(a) Recommend changes to Company billing and collection procedures.

(b) Prepare accounts receivable reports and reimbursement analyses, including aging, payor mix, unbilled charges, items in suspense, collections, adjustments, reserves for contractual adjustments and uncollectible accounts; such analysis shall include review and not less than annual recommendation of changes to the Company chargemaster.

(c) Recommend and present accounts receivable annual performance goals that meet or exceed industry benchmarks compared to actual accounts receivable performance.

(d) Review monthly unaudited financial reports summarizing the financial status of Company.

(e) Perform full charge accounting services in accordance with generally accepted accounting principles, including maintenance of general ledger and journal entries with appropriate supporting documentation, bank account reconciliations prepared and approved on a monthly basis, fixed asset tracking and reports, accounts receivable and accounts payable management and reports, debt service management and reports, balance sheet account reconciliation, treasury management, tax (federal, state, local, and payroll) preparation and reporting, pay roll preparation and reporting, and maintenance of accurate and up to date accounting of owners' equity accounts.

(f) Prepare monthly financial statements (or reasonable timely estimates of such statements if VHS reporting deadlines are sooner) and present such statements to the Directors, in whatever format is appropriate for the Company and in VHS's fiscal year basis, within fifteen (15) calendar days of the last day of subject month as follows:

(i) Income statement;

(ii) Balance sheet;

(iii) Cash Flow Statement;

(iv) A detailed report listing all expenses of Option Care for which it is entitled to reimbursement pursuant to Section 4.2 of this Agreement;

(v) Other statements mutually agreed to by the parties;

(vi) Prior month volumes statistics (as defined and agreed to by the parties) to VHS Finance by the third business day of each month;

(vii) Provide timely monthly and year-end financial statements as well as periodic forecast, annual budget, and Five Year Operating and Capital Plans as required by VHS financial reporting;

(viii) Complete VHS requested tax questionnaires and provide copies of all filed Company tax returns to VHS Finance on a timely basis that complies with VHS tax reporting timelines; and

(ix) Provide periodic analysis of future cash needs and recommendation of cash distributions as agreed by the Company's board of directors.

2.7 Reimbursement Services. Option Care shall provide the following reimbursement and collection related services:

(a) Establishment of specific performance targets that meet or exceed home infusion industry standards/benchmarks including but not limited to A/R days outstanding, cash collections and bad debt write off percentages;

(b) Recommendations for accounts receivable write downs or write offs, credits and adjustments, provided, however, that the approval of the Company's Directors shall be required before implementation for all claim level or patient balance write downs, write offs, credits, or adjustments in excess of $25,000; and

(c) Recommendations for pricing and reimbursement methodologies.

2.8 Policies and Procedures. Option Care will present for review and approval to the Company's board of directors periodic, but not less than annual, review of new and/or revisions to current operating and financial policies and procedures.

2.9 Employee Supervision. Option Care agrees to manage and coordinate the activities of the personnel in accordance with applicable Company policies and procedures regarding personnel. Option Care, as manager, shall provide continuous supervisory leadership at all times for operations of the Company. Option Care shall provide a retention plan for the Company's general manager and all supervisory position vacancies shall be addresses by Option Care immediately. Option Care shall cause the Company to provide routine updates on personnel to the Company's board of directors. Personnel shall be defined to include all Option Care employees providing services to the Company and any other employees, independent contractors, labor force or other individuals that provide services to the Company, including but not limited to all personnel provided by a third party staffing company.

2.10 Selection of Vendors. In the event that services outside of the scope of this Section are required for the operation of Company, Option Care shall be responsible for selecting qualified vendors. Nothing in this Section shall be construed to prohibit Option Care from selecting itself to provide such services so long as the provisions of Article 5 hereof are satisfied.

2.11 Record Maintenance. Subject to applicable federal, state or local law or regulations, including the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("**HIPAA**"), Option Care shall at all times have access to the files containing patient records for all patients of Company who received treatment during the term of this Agreement.

2.12 Additional Services. Option Care shall provide such other services as may be agreed upon from time to time by Option Care and Company by written amendment to this Agreement.

2.13 Information Systems. Option Care shall provide or arrange for necessary information systems, including systems necessary for the operation of its patient data base and outcomes oriented patent information system. In addition, Option Care shall periodically evaluate such information systems and provide or arrange for improvement, including hardware and software modification, as appropriate. Option Care may license certain proprietary software to Company; provided, however, any royalty or

other cost for such software must be agreed to by the parties. All hardware and [redacted] costs shall be paid by the Company.

2.14 Insurance. Option Care shall maintain commercial liability insurance against any liability or claims for damages arising from its acts or omissions. Such insurance shall be in the minimum amount of $3,000,000 per occurrence and $5,000,000 annual aggregate and shall list Company as an additional insured. Option Care shall also maintain during the term of this Agreement, workers' compensation consistent with statutory requirements and employer liability insurance in the minimum amount of $1,000,000. Option Care shall procure and maintain an errors and omissions policy in the minimum amount of $1,000,000. All such insurance shall also require that Company shall be notified at least thirty (30) days in advance of any modification to or cancellation of coverage.

2.15 Compliance with Applicable Laws. Any services provided to Company shall be provided in compliance with all applicable federal, state and local laws, as they may be amended from time to time. Option Care shall develop and implement a corporate compliance program for Company and shall report regularly to the Board of Directors concerning the operation of the program and Company's compliance with legal, regulatory and payor requirements. Option Care shall report immediately to the Board of Directors any material compliance issues of which it becomes aware. Option Care shall assist and cooperate with Company from time to time to conduct audits and interviews for purposes of verifying compliance with applicable law.

2.16 Permits, Accreditations and Quality Assurance. Option Care shall assist Company in and have full responsibility for applying for and securing all certifications, permits, approvals, accreditation and other intangible operating rights required by law (collectively "approvals") in connection with the operation of the Company. All such approvals shall be obtained and held in the name of Company. Option Care shall assist Company or its designee with the preparation of any filings required to maintain the Company's approvals. Notwithstanding the Company's obligations contained in Section 3 of this Agreement, Option Care shall retain ultimate responsibility for oversight of the Company's licenses, permits and accreditation and that all licenses and approvals necessary for operation of the Business remain valid and in effect.

2.17 Nurse Credentialing. Option Care shall cause the Company to facilitate and complete the Vanderbilt University Medical Center nurse credentialing packages for all nurses that provide services at Vanderbilt University Medical Center. Such packages shall be completed consistent with Vanderbilt University Medical Center policies and procedures and on a schedule consistent with such policies and procedures.

2.18 Collection Matters.

(a) Billing Services. Option Care shall prepare and submit invoices and claims for services rendered to patients by Company to primary and secondary insurance carriers, and to patients when appropriate, to ensure compliance with appropriate federal and state regulations.

(b) Collection Services. Option Care shall collect accounts due Company, including but not limited to, sending written instructions to patients and third party payors directing that payments due Company for services be sent to a designated lock box bank account, making arrangement with a bank to implement such an account and cooperating with Company in making disbursement from such account.

ARTICLE 3
DUTIES OF COMPANY

Company shall provide the services set forth in this Agreement which shall include the performance of the following functions on its own behalf:

3.1. Patient Care Services. Company shall provide or arrange for the provision of pharmacy, infusion and home medical supplies and services, together with such additional services as Company shall determine from time to time.

3.2. Coordination with Option Care. Company agrees to do the following:

(a) Confirm reimbursement coverage for Company's patients and accept patients onto the service;

(b) Obtain and enter all appropriate patient information on a patient master file and provide a copy of the completed patient information to Option Care;

(c) Prepare and forward documentation necessary to file claims with third-party payors (such as assignment of benefits, statement of medical necessity, prescription and claim forms);

(d) Obtain and forward monthly documentation concerning Company's financial status to Option Care;

(e) Meet or exceed timeliness of care (delivery) home infusion industry benchmarks;

(f) Meet or exceed home infusion industry benchmarks for patient satisfaction, including but not limited to overall quality;

(g) Meet or exceed rehospitalization home infusion industry benchmarks;

(h) Meet or exceed Company patient satisfaction standards as defined by the Board of Directors, including metrics for pharmacy, nursing, delivery, and overall measures of company performance;

(i) Meet or exceed pharmacy compliance standards for USP 797;

(j) Meet or exceed Company quality assurance metrics as defined by the Board of Directors for medical devices, therapeutic intervention, and adverse patient events; reporting shall include adverse drug reactions, medication incidence, missed doses, unplanned hospital admissions, equipment failure, delivery failure or error, and HIPAA violations;

(k) Meet or exceed home infusion industry benchmarks for safety and risk management metrics; measurements shall include falls, unexpected deaths, sentinel events, and employee injuries;

(l) Meet or exceed home infusion industry standards for employee training, certification, and satisfaction;

(m) All metrics must be developed by the Quality Assurance and Improvement Committee ("QACIC") and approved by the Company and the Company will collect data at least eighty percent (80%) of the time for all approved metrics using tools and available resources that are available through the company, third party quality assurance programs, and Vanderbilt University Medical Center; and

(n) Patient charts and clinical documents maintained by the company will be audited using standards developed by the QACIC and approved by the Company on a quarterly basis and will be maintained at a level of compliance greater than eighty-five percent (85%).

3.3. Collection Matters. Company shall provide the following collection related services:

(a) Obtain information necessary to confirm reimbursement coverage for Company's patients.

(b) Billing services shall be performed by Option Care pursuant to Section 2.18 (a) of this Agreement.

3.4 Collection service shall be performed by Option Care pursuant to Section 2.18 (b) of this Agreement.

3.3 Patient Consent. The Company shall obtain any patient consent necessary for the Business to properly operate and for Option Care to fully perform its obligations under this Agreement.

3.4 Patient Records. Company shall be responsible for appropriately documenting the care provided to patients in a timely manner.

3.5 Licenses and Permits; Accreditation. The Company hereby represents and warrants that it will obtain and maintain for the entire time this Agreement is in effect all licenses and permits required by law to operate the Business and to perform services for patients. Option Care shall assist the Company in administrative responsibilities associated with obtaining and maintaining all such licenses, permits, and approvals. Company, under the assistance and direction of Option Care, shall obtain and maintain the accreditation of its facility or facilities with the proper agencies and accreditation agencies, including The Joint Commission, Accreditation Commission for Health Care, Inc. ("**ACHC**") or Community Health Accreditation Program ("**CHAP**").

3.6 Personnel. Company shall cause its employees to report and be responsible to the general manager employed by Company. In the absence of a general manager, Company, through Option Care, will authorize Option Care designee to execute all duties of the general manager. Company shall cooperate with Option Care in the hiring and termination of Company's personnel in accordance with applicable Company policies and procedures.

3.7 Credentialing of Professionals. Company shall be responsible for establishing, implementing and maintaining a credentialing process for all professional employees. Such credentialing process shall include, among other things, verification of each employee's educational and experiential qualifications and of current, appropriate licensure. Option Care will assist with implementation of such process. Company shall provide a quarterly credentialing report to the Company's board of directors.

3.8 Insurance. Company shall maintain comprehensive general liability insurance as well as professional liability insurance against any liability or claims for damages arising from its acts or omissions. Such insurance shall be in the minimum amount of $3,000,000 per occurrence and $5,000,000

annual aggregate. Option Care shall be named as an additional insured for all aspects of Company activities. Company shall also maintain during the term of this Agreement, workers' compensation consistent with statutory requirements and employer liability insurance in the minimum amount of $1,000,000. Company shall procure and maintain an errors and omissions policy in the minimum amount of $1,000,000. All such insurance shall also require that Option Care shall be notified at least thirty (30) days in advance of any modification to or cancellation of coverage.

3.9 Cooperation. Company shall cooperate with Option Care in performing the duties described in this Article 3.

3.10 Company Fees and Expenses. Expenses which are the sole responsibility of Company shall include, but not be limited to, the following:

(a) Fees and expenses related to obtaining and maintaining applicable federal and state licensure, registration, certification or qualification, including any filing fees, corporate franchise taxes; license and privilege taxes; bonds, deposits or other fees and expenses related to maintaining compliance with applicable regulatory requirements.

(b) Fees and expenses related to the services of an independent actuarial, auditing, legal or other consultant of any type.

(c) Capital expenditures.

(d) Personnel costs, which shall include the following: salary, health insurance and other welfare benefit expenses, retirement fund and other pension benefit expenses, workers' compensation coverage, payroll costs related to administration of payment to employee, professional liability insurance coverage, and automobile insurance coverage, as applicable.

(e) Other company maintenance expenses, including the costs of federal or state reports, tax filings or reports, amendments of company documents, and costs associated with meetings of the Company's members, Directors, or committees.

(g) Bank charges related to the Company's bank accounts.

(h) Pharmaceuticals and supplies and operating expenses such as rent, telephone, offices supplies, etc.

(i) Charges for billing and collection services.

ARTICLE 4
COMPENSATION

4.1. Monthly Fee. To compensate Option Care for its performance of services under this Agreement, other than those services specified in Section 2.18 of this Agreement,, Company agrees to pay to Option Care a management fee at the annual rate of Three Hundred Thousand Dollars ($300,000) (the "**Annual Fee**"), payable each month in equal installments of Twenty-Five Thousand Dollars ($25,000) (the "**Monthly Fee**"). The Monthly Fee shall be payable in monthly installments in accordance with the provisions of Section 4.3. On each anniversary of the Effective Date ("**Adjustment Date**"), the Annual Fee shall be adjusted to reflect the increase, if any, in the cost of living over the preceding year. In no event shall the Annual Fee ever be a sum that is less than the Annual Fee for the preceding year. The Annual Fee due as a result of an increase in the cost of living shall be calculated in accordance with

the terms set forth below. The basis for computing the cost of living shall be the Unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("**Index**"). The Index for the month immediately preceding the Adjustment Date of the previous year shall be the "**Base Index Number**." The Index for the month immediately preceding the Adjustment Date shall be the "**Current Index Number**." The Annual Fee for the next succeeding year shall be the product obtained from multiplying the Annual Fee for the then current year by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number. If the aforesaid Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index, or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency. Included in the Monthly Fee, the parties agree and understand that Option Care shall be obligated pursuant to this Agreement to (i) make available to the Company's employees (and their eligible dependents and beneficiaries) participation in the "**Business Employee Benefit Plans,**" as defined in Section 3.14 of the Contribution Agreement entered into on July 14, 2009 between VHS, Option Care, the Company and certain other parties, but excluding for purposes of this Agreement any stock option or other incentive equity plans sponsored by Option Care or its affiliates, as such Business Employee Benefit Plans may be modified, amended or terminated from time to time, and (ii) administer the Company's participation in the Business Employee Benefit Plans in accordance with the terms of such plans and the requirements of all applicable laws. In the event that Option Care, after seeking input from the Company and VHS, reasonably determines that the Company will not continue to make available any Business Employee Benefit Plan for the benefit of Company employees (and their eligible dependents and beneficiaries), Option Care in its capacity as manager of the business shall (as part of its services included in the Monthly Fee) arrange for the establishment by the Company of a reasonably comparable replacement plan for each impacted plan and/or shall take such other steps to ensure that the employee benefit plans offered to Company employees remain reasonably comparable in the aggregate to the employee benefit plans offered to similarly situated Option Care employees, including assisting the Company in the transition to such replacement plan(s) in a reasonable manner and assisting the Company in the administration of such replacement plan(s) in accordance with the terms of such plan(s) and the requirements of all applicable laws.

4.15. Billing and Collection Fee. To compensate Option Care for its performance of the services specified in Section 2.18 of this Agreement, Company agrees to pay to Option Care a Billing and Collection Fee of two and one-half percent (2.5%) of the net revenue earned by Company under this Agreement. The Billing and Collection Fee shall be paid by Company monthly, based on the prior month's net revenue, adjusted by any reconciliations to correct for prior months' net revenues.

4.2 Reimbursement of Direct Expenses. In addition to the amounts under Section 4.1 and subject to the limitations referenced herein, Company shall reimburse Option Care for all expenses reasonably incurred by Option Care on Company's behalf in the performance of its obligations under this Agreement, including but not limited to insurance premiums, supplier costs, and business travel expenses. All such direct expenses shall be included in the budget proposed by Option Care pursuant to Section 2.2 hereof to the maximum extent practicable and shall include all expenses for products or services (e.g., drugs, payroll, etc.) purchased or provided centrally by Option Care and directly used by the Company which (i) are pertinent to the business of the Company, (ii) reflect the actual cost of products or services provided, and (iii) are allocated in a manner applicable to the nature of the expense and consistent with Option Care's allocation policies among its branches and affiliates generally. Option Care may retain the services of outside consultants in connection with the performance of services hereunder, including legal, accounting and actuarial experts. Company shall pay or reimburse Option Care for costs incurred by Option Care with respect to such consultants; excluding any costs that Option Care may incur for purposes of negotiating this Agreement or enforcing the terms and conditions of this Agreement against

the Company. No direct expense to be reimbursed under this paragraph shall be incurred by Option Care unless it is (i) approved in advance by Company, (ii) consistent with the budget referenced in Section 2.2, or (iii) less than $3,000 in the aggregate per month.

4.3 Payment of Fees and Expenses. On or before the tenth (1Oth) day of each calendar month, Option Care shall forward to Company an invoice for the fees and expenses payable by Company to Option Care pursuant to this Article 4 and Company shall pay Option Care an amount sufficient to pay the invoice amount within thirty (30) days of the receipt of invoice from Option Care.

4.4 Audit Rights. The Company hall have the right to audit Option Care's books and records for the purpose of verifying the accuracy of any payments made hereunder, and Option Care shall make such books and records available to the Company upon reasonable prior written notice.

ARTICLE 5
SELF DEALING

In the event that Option Care determines to select a vendor for any purpose contemplated by this Agreement, the parties agree that Option Care, or any Option Care affiliate, or any Company affiliate, may be chosen as the vendor for any such purpose; provided, however, that any contract for such purpose must be (i) granted on terms consistent with fair market value in an arm's length transaction and (ii) approved by Company if the contract is for value in excess of$10,000.

ARTICLE 6
TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be three (3) years from the date of this Agreement, unless earlier terminated by the parties in accordance with Sections 6.2, 6.3 or 6.4 or Article 11. The parties shall meet not later than one hundred eighty days prior to the end of the term to discuss a renewal of the Agreement. In the event that Option Care continues to provide Services after the expiration of the Term, this Agreement shall be extended automatically for an additional term of six (6) months ("Holdover Term") on the same terms and conditions as contained in this Agreement; provided, however, that during the period of any Holdover Term either party shall have the right to terminate this Agreement without cause with thirty (30) days prior written notice to the other party. The Agreement shall automatically terminate should VHS or any of its affiliates exercise any Call Option, as such term is defined in that certain Operating Agreement dated August 1, 2009 between VHS and Option Care.

6.2 Termination by Option Care. Option Care may terminate this Agreement at any time if:

(a) Company is declared bankrupt, becomes insolvent or dissolves;

(b) Company fails to pay Option Care any fees or expenses payable to Option Care in accordance with Article 4 of this Agreement and such failure remains uncured for a period of thirty (30) days following receipt of written notice from Option Care to Company specifying such failure and provided that the failure to pay Option Care such fee or expenses was done without the consent of the members of the Board of Directors of the Company who are appointed by Option Care (the "**Option Care Directors**"). Any such termination of this Agreement by Option Care shall not affect Company's obligation to pay amounts due Option Care under this Agreement, and any such payment paid to Option Care subsequent to such termination shall not affect the effectiveness of the termination;

(c) Any federal, state or local license, certification or approval required of Company to carry on the Business or to execute the obligations of this Agreement cannot be obtained or is at any time suspended, terminated or revoked; or

(d) Company otherwise fails to comply with the terms of this Agreement and such non-compliance remains uncured for a period of thirty (30) days (the "**Cure Period**") following receipt of written notice from Option Care specifying such non-compliance in reasonable detail and provided that the failure to comply with the terms of this Agreement was done without the consent of the Option Care Directors. If such non -compliance cannot reasonably be cured within thirty (30) days, then the Cure Period shall be extended for so long as Company is actively working to cure the non-compliance. Notwithstanding the foregoing, if the Company fails to cure such noncompliance within a ninety (90) day period, Option Care may terminate the Agreement effective as of the expiration of the ninety (90) day period.

6.3 Termination by Company. Company may terminate this Agreement at any time if:

(a) Option Care is declared bankrupt, becomes insolvent or goes into liquidation;

(b) Option Care fails to comply with the terms of this Agreement, including, but not limited to, (i) failure by Option Care to fulfill its obligations as manager set forth in Articles 2 and 3 of this Agreement and (ii) Option Care causing Company to engage in any practice or activity following receipt of notice from a Director of Company that such practice or activity, in the good faith, written opinion of outside legal counsel (which opinion is provided to Option Care), conflicts with or jeopardizes the tax-exempt status of any member of Company exempt from income tax under Section 501(c)(3) of the Code, and such non-compliance remains uncured for a period of thirty (30) days following receipt of written notice from Company specifying such substantial non-compliance in reasonable detail. If there shall exist an. impasse within the Directors as between the Option Care Directors and the Directors appointed by VHS as to whether Option Care has failed to comply with the terms of this Agreement for a period of longer than ninety (90) days, the Directors appointed by VHS may give the notice described in this section of termination of the Agreement effective as of the expiration of the ninety (90) day period;

(c) The Directors of Company determine in their sole discretion to terminate the Business; or

(d) Option Care is excluded from participation in any governmental health care program.

6.4 Effective Date of Termination.

(a) Termination pursuant to Section 6.2(a) or (c), Section 6.3(a) or Section 6.3(d) shall be effective immediately.

(b) Termination pursuant to Sections 6.2(b) or (d), Section 6.3(b) or Article II of this Agreement shall be effective at the conclusion of the notice period prescribed in such sections.

(c) Termination pursuant to Section 6.3(c) of this Agreement shall be effective thirty (30) days following receipt of written notice by the non-terminating party.

6.5 Rights and Remedies Upon Termination. Upon the termination of this Agreement by either party, each party shall immediately deliver or cause its employees or agents to deliver to the other party in good condition all property in its possession which belongs to the other party, ordinary wear and tear and damage by any cause beyond the reasonable control of either party excepted. Also, Option Care shall be entitled to receive all fees and expenses due for services rendered by Option Care through the termination date with payment to be made as provided herein and neither party shall have any further liability to the other under this Agreement except for unpaid amounts due and owing pursuant to the terms of this Agreement. The provisions of this Section and of Articles 4, 7, 8, and 12 shall survive the termination of this Agreement notwithstanding the provisions of the previous sentence.

6.6 Effect Upon Termination. Upon the effective termination of this Agreement as provided in Section 6.2 and Section 6.3 herein, all powers of attorney and authorization granted under this Agreement to Company or Option Care shall be immediately terminated and both Company and Option Care will be relieved of any obligations to perform (other than the obligation of Company to make payments to Option Care, or reimburse Option Care for expenses incurred, prior to the effective termination of this Agreement); provided, however, that for a period of thirty (30) days.

(a) Option Care shall use its commercially reasonable efforts to cooperate with Company for the appropriate transfer of management services;

(b) Option Care shall continue to permit Company or its authorized representatives and /or any federal or state agencies to conduct administrative or financial audits relating to the period this Agreement was in effect;

(c) Both Option Care and Company shall cooperate in connection with the termination or assignment of contractual arrangements;

(d) Both Option Care and Company shall cooperate in the preparation of final financial statements by a third party and in the calculation of fees and expenses paid hereunder; and

(e) Option Care, VHS and the Company shall cooperate to provide for continuation of reasonable employee benefit plan arrangements for the Company, which could include arrangements that allow for the continued participation by the Company in the Business Employee Benefit Plans or that provide for reasonably comparable replacement employee benefit plans, including the transition to any such replacement plans.

ARTICLE 7
CONFIDENTIALITY, PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

7.1 Confidentiality of Patient Records. All patient records are the property of Company, but will be available to Option Care for purposes associated with the performance of its duties pursuant to this Agreement. Option Care shall keep the patients' records confidential except as duly authorized by the patient or the physician or as required by law or regulatory agencies.

7.2 Proprietary Information. Company recognizes and acknowledges that Option Care has developed valuable information with respect to managed care contracting and infusion services (including, without limitation, financial, sales, technical, software, regulatory, clinical and operational information) that is proprietary to Option Care. As used herein, the term "**Proprietary Information**" means information developed by or for Option Care (or its affiliates) which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by Option Care (or its affiliates) that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include any data that is gathered from access to Company patients, programs, employees or policies, nor does it include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

7.3 Confidentiality of Proprietary Information. All Proprietary Information and all physical embodiments thereof are confidential to and are and will remain the sole and exclusive property of Option Care (or its affiliates) as appropriate. Company will hold such Proprietary Information in strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof except for purposes contemplated herein and in no event will cause any Proprietary Information to lose its character or cease to qualify as Proprietary Information. Upon termination of this Agreement, Company shall deliver to Option Care or its designee as soon as reasonably possible all such Proprietary Information.

7.4 Intellectual Property. Company further recognizes and acknowledges that Option Care has developed valuable information, systems, devices, and materials with respect to managed care contracting and infusion services that include Propriety Information and other information, materials and creations protected by the laws copyright, trademark, patent or other forms of intellectual property (together, "**Option Care's Intellectual Property**"). The Company acknowledges that it shall have no interest in or claim to Option Care's Intellectual Property except for any right to use the same pursuant to the terms of this Agreement. As such, any and all inventions, improvements, designs, concepts, techniques, systems, tangible works of expression, copyrights, trademark, trade dress and all other intellectual property rights relating to the Option Care's Intellectual Property conceived or developed by any party during the term of this Agreement shall be the sole and exclusive property of Option Care. Company hereby assigns, conveys, and transfers to Option Care all right, title, and interest, if any, in all of the Option Care's Intellectual Property. Company, whenever requested by Option Care and without further compensation or consideration, shall promptly execute all applications, assignments and other instruments which Option Care shall deem necessary in order to protect, register, or otherwise vest Option Care's right, title and interest in Option Care's Intellectual Property.

7.5 Ownership of Records and Reports. The ownership of all data relating to Company and the reports prepared in connection with the services provided hereunder for Company shall be with Company; provided, however, Option Care shall have the right of full access to and use of such data and reports, together with supporting documentation only as may be required for the performance of duties hereunder. Except as required to fulfill Option Care's duties under this Agreement, Option Care should not use such data without prior written consent of Company. This data shall be in a format deemed appropriate by Option Care. Upon termination of this Agreement, Option Care shall deliver to Company or its designee as soon as reasonably possible the aforesaid data. The data may be delivered in the format in which it is maintained by Option Care. Upon termination of this Agreement for any reason, Option Care must destroy or return any and all copies of all data relating to Company. This provision shall survive the termination of this Agreement.

7.6 Confidentiality of Company's Confidential Information. Option Care acknowledges that in connection with providing services under this Agreement, Option Care may have access to certain proprietary or confidential technical and business information owned or licensed by Company, the value of which might be lost if the proprietary nature or confidentiality of such is not maintained. Option Care will hold such information in the strictest confidence and shall not use, disclose or disseminate such information, except as contemplated by this Agreement. Subject to any other rights of Option Care herein, upon termination of this Agreement, Option Care shall deliver to Company or its designee as soon as reasonably possible any such information.

ARTICLES 8
INDEMNIFICATION

8.1 Indemnification. Each party (each, an "**Indemnifying Party**") hereby agrees to indemnify, defend, and hold harmless the other party (each, an "**Indemnified Party**"), and each of the Indemnified Party 's affiliates, officers, directors, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of any matter related to any breach by the Indemnifying Party of this Agreement or any negligent acts or omissions by the Indemnifying Party or the Indemnifying Party 's agents or employees. The provisions of this Section 8.1 shall survive termination or expiration of this Agreement.

8.2 Indemnification Procedure. In the event the Indemnified Party seeks indemnification pursuant to Section 8.1 above, it shall promptly notify the Indemnifying Party or any matter for which such indemnification shall be sought, and if such matter is a third party proceeding, the Indemnifying Party will have the right, at its expense, to assume the defense thereof using counsel reasonably acceptable to the Indemnified Party (and so long as such defense is being assumed by the Indemnifying Party in accordance herewith, any separate legal fees incurred by the Indemnified Party shall be borne by the Indemnified Party). The Indemnified Party shall have the right to participate, at its own expense, with respect to any such third party proceeding. In connection with any such third party proceeding, the parties hereto shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party proceeding shall be settled without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If a firm written offer is made to settle any such third party proceeding solely for money damages and the Indemnifying Party proposes to accept such settlement and the Indemnified Party refuses to consent to such settlement, then: (i) the Indemnifying Party shall be excused from, and the Indemnified Party shall be solely responsible for, all further defense of such third party proceeding; and (ii) the maximum liability of the Indemnifying Party relating to such third party proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the Indemnified Party on such third party proceeding is greater than the amount of the proposed settlement.

ARTICLE 9
NO REFERRALS REQUIRED

It is not a purpose of this Agreement to induce the referral of patients or the generation of other business between the parties. The parties acknowledge that there is no requirement under this Agreement or any other agreement between Option Care and Company that any patients be referred to Company or Option Care for services. Additionally, no payment under this Agreement is in return for the referral of patients or the generation of other business, if any, or in return for purchasing, leasing or ordering services from Option Care or its affiliates. The parties may refer patients to any company or person providing services and will make any such referrals, if any, consistent with professional judgment and the needs and wishes of the individual patient.

ARTICLE 10
RIGHT TO AUDIT

Option Care may conduct a reasonable audit of the relevant financial and patient records of Company in order to assure the performance of obligations under this Agreement upon reasonable prior notice.

ARTICLE 11
CHANGE IN LAW

In the event that any federal, state or local law, regulation or official interpretation of such laws or regulation has or would have a significant adverse impact on either Option Care or Company in connection with the performance of this Agreement or makes it unlawful for Company or Option Care to serve certain patients or unable to receive reimbursement for such patients because of the existence of this Agreement, or in the event that performance of any provision of this Agreement should for any reason be a violation of any statute, regulation, or otherwise deemed illegal (the "**Mandated Changes**"), neither Option Care nor Company shall provide services to such patients or otherwise perform under this Agreement and the affected party shall have the right to require the other to renegotiate terms to become effective no later than fifteen (15) days after receipt of written notice of such request for renegotiation. The parties agree to make a good faith attempt to renegotiate this Agreement to the extent necessary to comply with any Mandated Changes while still maintaining the original Agreement purposes. If the parties fail to reach an agreement satisfactory to both parties within fifteen (15) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement to any third person or entity except to an affiliate without the prior written consent of the other party. For purposes hereof, an affiliate of a person or organization is another person or organization controlled by or under common control with such person or organization.

12.2 Waiver of Default. No consent or waiver, express or implied, by any party with respect to any breach or default by the other party shall be deemed or construed to be a consent or waiver with respect to any other breach or default by any party of the same provision or any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of the other party or to declare such party in default shall not be deemed or constitute a waiver of any rights hereunder.

12.3 Notice.

(a) Any Notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, (iii) transmitted by pre-paid, overnight delivery, (iv) transmitted by facsimile transmission, or (v) transmitted by e-mail.

(b) All Notices and other communications shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) two (2) business days after the date of posting if transmitted by mail, (iii) the business day after the date of

transmission if by overnight delivery, (iv) if transmitted by facsimile 1:25pm on, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission , or (v) if transmitted by e-mail, upon confirmation of receipt by return e-mail, addressed to the parties at the addresses below:

If to Option Care:

Option Care Enterprises, Inc.
Paul Mastrapa
President
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Paul.Mastrapa@optioncare.com

With a copy to:

Cliff Berman
SVP & General Counsel
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Cliff.Berman@optioncare.com

If to Company:

Paul Mastrapa
President
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Paul.Mastrapa@optioncare.com

With a copy to:

Cliff Berman
SVP & General Counsel
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Cliff.Berman@optioncare.com

And: Vanderbilt Health Services, Inc.
C. Wright Pinson
D-3300 Medical Center North
1611 21st Avenue South
Nashville, TN 37212
Fax: 615-343-2330
Email: wright.pinson@vanderbil t.edu

With a copy to: Vanderbilt University Medical Center
Office of Legal Affairs
Attn: Jennifer McGugin
2525 West End Avenue, Suite 700
Nashville, TN 37203
E-mail: jennifer.mcgugin@Vanderbilt.Edu

12.4 Amendment. This Agreement shall not be altered, modified or changed except by an instrument in writing and signed by the parties.

12.5 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

12.6 Binding Agreement. Subject to the restrictions on assignment herein contained, the provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

12.7 Headings. The headings of the articles and sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

12.8 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

12.9 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

12.10 Governing Law. The validity, construction and effect of this Agreement, and all extensions and modifications thereof, shall be construed in accordance with the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

12.11 HIPAA. In compliance with HIPAA, as amended from time to time, and the implementing regulations promulgated thereunder, the parties will execute a Business Associate Agreement in a form commonly used by Company (as attached as Appendix 1).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Option Care

Option Care Enterprises, Inc.

By: Paul Mastrapa
Its: President

Company

Walgreens Infusion and Respiratory Services, LLC

By:
Its:

Buffalo River Review

SUPPLEMENTAL #1

December 23, 2016
1:25 pm

Email Addresses
Ads or General Information:
brreview@tds.net
News Copy Only:
brreditor@tds.net

PO Box 914 • 115 South Mill St.
Linden, TN 37096
(931)589-2169 • Fax (931)589-3858

Website:
www.buffaloriverreview.com

RE: NOTICE OF INTENT TO APPLY FOR CERTIFICATE OF NEED

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
COUNTY OF PERRY

I, Sherri Groom, do swear that I am General Manager of the *Buffalo River Review*, a weekly newspaper published in Perry County, Tennessee, Town of Linden, having an actual and bona fide circulation in Perry County and that the NOTICE, of which the annexed and attached is a true copy, was published for ONE (1) consecutive weeks, as follows, to-wit:

Wednesday, December 7, 2016

Sherri Groom, General Manager
The *Buffalo River Review*

Subscribed and sworn to before me this 19th day of December, 2016.

Ginger Edwards, Notary Public

My commission expires April 30, 2017

GINGER EDWARDS
STATE OF TENNESSEE NOTARY PUBLIC
PERRY COUNTY, TENN.

SUPPLEMENTAL #1
December 23, 2016
1:25 pm

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

PUBLICATION OF INTENT

The following shall be published in the "Legal Notices" section of the newspaper in a space no smaller than two (2) columns by two (2) inches.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Walgreens Infusion and Respiratory Services, LLC d/b/a Vanderbilt HC/Walgreens IV & RT Services, Home Health Agency
(Name of Applicant) (Facility Type-Existing)

owned by: Walgreens Infusion and Respiratory Services, LLC. with an ownership type of Joint Venture

and to be managed by: Walgreens Infusion and Respiratory Services, LLC. intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: to relocate its principle office from 500 Wilson Pike Circle, Suite 115, Brentwood, TN 37027 to 624 Grassmere Park Drive, Suite 22 Nashville, TN, 37211 at a cost of $3,860,525. The applicant is licensed as a home health agency by the Board of Licensing Health Care Facilities. The project does not contain any major medical equipment, or initiate or discontinue any other health services; and it will not change the applicant agency's authorized service area counties of Bedford, Cannon, Cheatham, Coffee, Davidson, Decatur, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Wilson, Williamson.

The anticipated date of filing the application is: December 7, 20 16

The contact person for this project is Ron LaDuke (Contact Name), General Manager (Title)

who may be reached at: Vanderbilt HC/Walgreens IV & RT Services (Company Name), 624 Grassmere Park Drive, Suite 22 (Address)

Nashville (City), TN (State), 37211-3662 (Zip Code), 615 / 726-0776 (Area Code / Phone Number)

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

AFFIDAVIT OF PUBLICATION

SUPPLEMENTAL #1

December 23, 2016
1:25 pm

0001774122
Newspaper The Tennessean

State of Tennessee

Account Number NAS-548146
Advertiser WALGREENS INFUSION SERVICES

WALGREENS INFUSION SERVICES
624 GRASSMERE PARK STE 22
NASHVILLE, TN
37211

TEAR SHEET ATTACHED

Jackie Cooper Sales Assistant for the above mentioned newspaper, hereby certify that the attached advertisement appeared in said newspaper on the following dates:

12/08/16

Jackie Cooper

Subscribed and sworn to before me this 8 day of December 2016

Angela Murray
Notary Public

ANGELA MURRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-6-2020

Affidavits Requested:

1

0001774122NOTIFICATIONOFINTENTTOAPPLYFORACE

SUPPLEMENTAL #1

December 23, 2016
1:25 pm

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

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(Name of Applicant) (Facility Type-Existing)

owned by: Walgreens Infusion and Respiratory Services, LLC. with an ownership type of Joint Venture

and to be managed by: Walgreens Infusion and Respiratory Services, LLC. intends to file an application for a Certificate of Need for [PROJECT DESCRIPTION BEGINS HERE]: to relocate its principle office from 500 Wilson Pike Circle, Suite 115, Brentwood, TN 37027 to 624 Grassmere Park Drive, Suite 22 Nashville, TN, 37211 at a cost of $3,860,525. The applicant is licensed as a home health agency by the Board of Licensing Health Care Facilities. The project does not contain any major medical equipment, or initiate or discontinue any other health services; and it will not change the applicant agency's authorized service area counties of Bedford, Cannon, Cheatham, Coffee, Davidson, Decatur, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Wilson, Williamson.

The anticipated date of filing the application is: December 12, 20 16

The contact person for this project is Ron LaDuke (Contact Name), General Manager (Title)

who may be reached at: Vanderbilt HC/Walgreens IV & RT Services (Company Name), 624 Grassmere Park Drive, Suite 22 (Address)

Nashville (City), TN (State), 37211-3662 (Zip Code), 615 / 726-0776 (Area Code / Phone Number)

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SUPPLEMENTAL #1

December 23, 2016
1:25 pm

Source: *Global Market Insights*
May 23, 2016 05:30 ET

Home Infusion Therapy Market size worth $26.3 Billion by 2023: Global Market Insights Inc.

Market Size - $13.2 billion in 2015, Market Growth - CAGR of 9%, Market Trends –Introduction of technologically advanced, portable, and user-friendly devices

Dover, DE, May 23, 2016 (GLOBE NEWSWIRE) -- **Home Infusion Therapy Market** size is projected to reach USD 26.3 billion by 2023; as per a new research report by Global Market Insights, Inc. Growing base of geriatric population globally, technological advancements in infusion pump devices, and a growing need to curb healthcare expenditure levels by reducing hospital admissions is likely to drive the global home infusion therapy devices market size.

Needleless connector products are set to sustain strong industry position, and are estimated to **grow at a healthy 9.5% CAGR** from 2016 to 2023. The industry is witnessing increasing patient preference levels for home health settings. Growing healthcare expenditure levels is a prime concern with patients and government constantly striving to curb these costs. With increasing disease prevalence levels and baby boomer population, healthcare expenditure levels are expected to continue over the next decade.

Get sample pages from our latest research report @ https://www.gminsights.com/request-sample/detail/435

The growth of home healthcare as a cost effective alternative to expensive hospital stays is should further stimulate home infusion therapy market growth. APAC provides attractive growth opportunities as a region, with revenue targeted in excess of USD 4.9 billion, by 2023.

Smart pumps introduction has simplified infusion therapy usage under home care settings. These pumps have the ability to store dosing guidelines in the drug library of the pump and are helpful to reduce the risk of administering IV medications in a clinical setting.

To access sample pages or view this report titled, "Home Infusion Therapy Market Size By Product [Infusion Pump, Intravenous Sets, IV Cannulas, Needleless Connectors], By Application [Anti-infective, Hydration Therapy, Chemotherapy, Enteral Nutrition, Parenteral Nutrition, Specialty Pharmaceuticals] Industry Analysis Report, Regional Outlook (U.S., Canada, Germany, UK, China, Japan, Brazil, Mexico, South Africa), Application Potential, Competitive Market Share & Forecast, 2016 - 2023" in detail along with the table of contents, please click on the link below:

https://www.gminsights.com/industry-analysis/home-infusion-therapy-market

Key insights from the report include:

SUPPLEMENTAL #1
December 23, 2016
1:25 pm

- Global home infusion therapy market size was USD 13.2 billion in 2015 and is set to exceed USD 26.3 billion by 2023.

- Anti-infection therapies will continue to dominate industry revenue, and are set to see 8.8% CAGR growth from 2016 to 2023. Infusion antifungals, antivirals and antibiotics owing to the ease of providing this treatment at a outpatient setting are some prime examples.

- Infusion pumps market size is poised to jump from USD 6.8 billion in 2015 at 8.6% CAGR. These devices are used not only in healthcare facilities across the word but also extensively in outpatient settings. Infusion pumps allow greater level of precision and accuracy during drug delivery and hence reduce medication errors.

- IV sets include consist of extension sets, flow regulators, fluid delivery tubing, vial adapters, IV transfer sets, in-line filters, subcutaneous, and blood administration sets. This segment is forecast to see more than USD 3.4 billion in sales by 2023.

- U.S. home infusion therapy market share is likely to sustain moderate growth, at just over 8% from USD 5.4 billion in 2015.

- UK and Germany together were responsible of over 41% of Europe home infusion therapy market size in 2015.

- The industry may see new entrants in the near future, with moderately high threat due to strong revenue potential and moderate entry barriers. Additionally relatively low capital requirements may encourage hospital solution providers to enter the market via mergers and acquisitions.

- Presence of high unmet medical needs owing to rapidly ageing population, and improving healthcare infrastructure in APAC and LATAM should act as a catalyst for the industry growth.

Global Market Insights has segmented the home infusion therapy industry on the basis of product, application, and region:

Global Home Infusion Therapy Market Product Analysis (Revenue, USD Million; 2014 - 2023)

- Infusion Pumps
- Intravenous Sets
- IV Cannulas
- Needleless Connectors

Global Home Infusion Therapy Market Application Analysis (Revenue, USD Million; 2014 - 2023)

- Anti-Infective
- Hydration Therapy
- Chemotherapy
- Enteral Nutrition
- Parenteral Nutrition
- Specialty Pharmaceuticals

SUPPLEMENTAL #1
December 23, 2016
1:25 pm
DEC 23 '16 PM 1:25

- Others

Home Infusion Therapy Market Regional Analysis (Revenue, USD Million, 2014 – 2023)

- North America
  - U.S.
  - Canada
- Europe
  - U.K
  - Germany
- Asia Pacific
  - Japan
  - China
- LATAM
  - Brazil
  - Mexico
- MEA
  - South Africa

Related Reports:

- Neurostimulation Devices Market
- In-Vitro Colorectal Cancer Screening Tests Market

About Global Market Insights

Global Market Insights, Inc., headquartered in Delaware, U.S., is a global market research and consulting service provider; offering syndicated and custom research reports along with growth consulting services. Our business intelligence and industry research reports offer clients with penetrative insights and actionable market data specially designed and presented to aid strategic decision making. These exhaustive reports are designed via a proprietary research methodology and are available for key industries such as chemicals, advanced materials, technology, renewable energy and biotechnology.

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Blog: https://gminsights.wordpress.com

Retrieved from "http://globenewswire.com/news-release/2016/05/23/842296/0/en/Home-Infusion-Therapy-Market-size-worth-26-3-Billion-by-2023-Global-Market-Insights-Inc.html"

Supplemental #2
-Original-

Walgreens Infusion & Respiratory Services, LLC

CN1612-040

SUPPLEMENTAL #2

State of Tennessee
Health Services and Development Agency
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

December 30, 2016
10:41 am

December 29, 2016

Ron LaDuke
General Manager
Walgreens Infusion and Respiratory Services, LLC
624 Grassmere Park Drive, Suite 22
Nashville, TN 37211

RE: Certificate of Need Application CN1612-040
Walgreens Infusion and Respiratory Services, LLC

Dear Mr. LaDuke,

This will acknowledge our December 23, 2016 receipt of your supplemental response for the relocation of the applicant's principal office from 500 Wilson Pike Circle, Suite 115, Brentwood (Williamson County) to 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN 37211.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 12:00 noon, Friday, December 30, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

---

1. **Section A, Project Details, Item 3 Management Entity**

   It appears the applicant is managed by Option Care Enterprises, Inc. If so, please complete section 3 (Name of Management/Operating Entity Information) and submit a replacement page 7.

   The Management/Operating Agreement is noted. Please provide a copy of agreement signed by both parties (Option Care Enterprises, Inc. and Walgreens Infusion and Respiratory Services, LLC).

   See attached fully executed version of the Management Agreement between Option Care Enterprises, LLC and WIRS. Additionally, the newest Addendum to this agreement with adjustments to the Management Fee, increasing to $300,000 annually is also included.

SUPPLEMENTAL #2
December 30, 2016
10:41 am

2. **Section A, Project Details, Item 7 Medicaid/TennCare, Medicare Participation and Section B, Need, Item 5. (Service Area Special Needs)**

   It is noted the applicant is not Medicaid/Medicare certified. It appears the applicant's home health agency is not contracted with Amerigroup and United Healthcare Community Plan. If so, please revise your response to **Section A, Project Details, Item 7** and submit a replacement page 8.

   Revised page 8, attached.

3. **Section B, Economic Feasibility, Item 2. Funding**

   Please provide a revised Project Costs Chart that includes the correct filing fee.

   Corrected chart attached.

   It is noted the proposed project will be funded through cash reserves. The applicant states audited financial statements of the organization is not available. In lieu of audited financial documents, please provide a letter from a bank or financial institution that attests to the availability of cash reserves in the amount of $3,845,525 to fund the proposed project.

   This response was changed based on previous comments – the project was fully funded from cash reserves at the time of the expenditures (i.e. the money has already been spent) so a letter from the bank regarding the current state of cash reserves would not be applicable. Additional documentation has been added to the Certificate on revised page 21.

4. **Section B. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)**

   There is a calculation error in the Historical Data Chart for "Deductions from Gross Operating Revenue" in 2016. The applicant has the sum of $85,498,873 and $1,037,533 as $86,527,406. The correct sum of the two amounts is $85,536,406. Please correct and submit a revised Historical Data Chart.

   The contractual reserves amount was updated to correct a transposition – calculation error has been corrected on revised Page 22.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is February 21, 2017. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted

SUPPLEMENTAL #2
December 30, 2016
10:41 am

timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. э 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Phillip M. Earhart
HSD Examiner

SUPPLEMENTAL #2
December 30, 2016
10:41 am

AMENDED AND RESTATAED MANAGEMENT AGREEMENT OF WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT is made and entered into as of August 1, 2016 ("**Effective Date**") by and between Option Care Enterprises, Inc., a Delaware corporation ("**Option Care**"), and Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company ("**Company**").

WHEREAS, Option Care, among other things, provides consulting, support and management services to organizations that operate infusion therapy businesses, pharmacies and home health agencies;

WHEREAS, Company is a licensed pharmacy, infusion service and home medical equipment provider ("**Business**");

WHEREAS, Company has requested that Option Care provide management and administrative support for the operation of its Business; and

WHEREAS, Option Care desires to provide, and Company desires for Option Care to provide, certain administrative services to Company pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
ENGAGEMENT AND AUTHORITY

1.1. Engagement. Company engages Option Care to perform the functions and to provide the services described in this Agreement, and Option Care accepts the engagement under the terms and conditions set forth in this Agreement. Option Care shall not have any authority, responsibilities or duties except as provided herein.

1.2. Authority and Responsibilities of Option Care.

(a) General. Subject to the limitations and conditions set forth in this Agreement, Option Care shall conduct, supervise and otherwise manage the day-to-day operations of the Business on behalf of and for the account of Company. For so long as Vanderbilt Health Services, Inc. ("**VHS**") or any of its affiliates is a member of the Company and is an organization tax exempt under Section 501(c)(3) of the Internal Revenue Code, Option Care shall have a duty to operate the business and affairs of Company in a manner consistent with the charitable purposes of any member of Company exempt from income tax under Section 50 I (c)(3) of the Internal Revenue Code of 1986 as amended (the "**Code**") and shall make appropriate adjustments in operations in response to any notice(s) from Company that a practice or activity, in the good faith, written opinion of outside legal counsel which opinion is provided

to Option Care, would jeopardize the tax exempt status of such member. The foregoing duty shall override any conflict with any duty to operate the business and affairs of Company for the financial profit of Company's members. In the absence of written direction from the directors of Company (the "**Directors**") or written policies of Company provided to Option Care for implementation by Option Care with respect to any matter, Option Care shall exercise reasonable judgment in its management activities of the Business. Option Care shall have responsibility and commensurate authority for all activities required of Option Care in this Agreement.

(b) Personnel. Company shall pay all costs associated with its employees' compensation and benefits. Option Care shall have authority to direct and supervise the hiring, training, performance, work and termination of all such employees, including, but not limited to, the general manager; provided, however, Company must approve any termination of employment and hiring of all key personnel and all actions taken by Option Care with respect to direction and supervision of the personnel shall be in accordance with the applicable policies and procedures of the Company as approved by the Company's Board of Directors, including employee disciplinary policies. All persons providing services on a full time basis for Company shall be employed by Company. Individual employees of Option Care who are not senior management employees of Option Care and who provide services for the direct benefit of the Company shall be under the supervision and control of Option Care; provided, however, that such individuals shall be acceptable to Company and, if Company objects to any such individual, Option Care shall cause another of its employees to assume the duties theretofore provided.

(c) Reliance. Option Care shall be entitled to rely upon formal written action taken by Company as reflected and recorded in the minutes of meetings of Company's Directors or upon written instructions received from a person designated by the Directors to give such instructions. Company shall be responsible for the results of proper implementation of such instructions by Option Care.

1.3. Control Retained by Company. Company shall at all times exercise ultimate control over the assets and operations of the Business, and Option Care shall perform its functions to manage and operate the Business as described in this Agreement in accordance with all policies, directives, and procedures adopted by Company. By entering into this Agreement, neither Company nor any of its members has delegated to Option Care any of the powers, duties, and responsibilities vested in them and no delegable as a matter of law. Company may, consistent with the terms of this Agreement, adopt policy recommendations or proposals made by Option Care. Company covenants to consult with Option Care prior to adopting any additional operating policies, directives or procedures.

1.4. Exclusivity. Company agrees that during the term of this Agreement, Company shall not contract with any other party for the services provided herein by Option Care.

ARTICLE 2
OPTION CARE SERVICES

Option Care shall be responsible for directing and overseeing the day to day operations of the Company and for providing such administrative oversight as may be necessary to ensure that the Company is managed in accordance with industry standards. Such services include without limitation the performance of the following functions on behalf of Company:

2.1. General Management and Planning Services. Option Care shall manage the Company efficiently and in accordance with industry standards and Option Care's corporate standards. Option Care shall prepare, review and, from time to time, revise the day-to- day operating protocols for the Business and provide general planning services for Company. From time to time as appropriate, Option Care may make written recommendations to Company concerning changes in the services offered by the Business. Prior to instituting any proposed changes, Option Care shall obtain the approval of the Directors. Option Care shall review and revise the short-range, medium-range, and long-range objectives for the Business and shall advise Company and make recommendations to Company with respect to these objectives. In addition, Option Care shall periodically review the operating systems, general management performance, personnel turnover, professional training and education and procedures of the Business and make, after consulting with Company, any changes that may be desirable.

2.2 Budget. On or prior to March 1 of each calendar year, Option Care shall prepare and present to Company for approval by Company's Directors an estimated annual budget for the operation of Company for fiscal year ending June 30. Further, at least sixty (60) days prior to the end of each fiscal year of the Company (fiscal year ending August 31), Option Care shall prepare and present to Company for approval by Company's Directors an actual annual budget for the operation of the Company for the Company's upcoming fiscal year. All regular functions of the Business shall be included in such a budget. Option Care shall notify Company prior to making or authorizing expenditures on behalf of Company which result in aggregate expenditures exceeding one hundred ten percent (110%) of budgeted expenditures (excluding drugs and supplies used in the normal course of the business) or any unplanned capital expenditure exceeding $25,000.

2.3 Contract Negotiation/Management. Option Care shall solicit, evaluate, review and negotiate agreements for and on behalf of Company with various managed care payors and networks of payors and/or providers, including all managed care payors and networks of payors and /or providers with which Vanderbilt University Medical Center contracts provided that such payors and networks are willing to contract with Company on commercially reasonable terms. All such agreements shall be subject to the final approval of Company. Such payor contracting will be directly with HMOs, employers, other payors and providers, and/or indirectly through bundling with networks including any of them. Option Care shall comply with all applicable laws and regulations in negotiating such agreements. Negotiation activities shall be undertaken consistent with any antitrust guidelines established by Company and applicable law. Option Care will manage all agreements negotiated by Option Care involving Company and such other contracts and arrangements involving Company as agreed upon by Option Care and Company from time to time.

2.4 Pricing. Option Care shall recommend to Company and, upon approval by Company, prepare, coordinate and implement pricing strategies for the products and services to be provided by Company as part of its Business, including but not limited to (i) fee for service, (ii) capitation, and (iii) other risk sharing.

2.5 Marketing. Option Care shall from time to time as necessary or appropriate recommend to Company and implement marketing strategies. All such market strategies shall be subject to the approval of Company.

2.6 Option Care Accounting Services. Option Care agrees to provide the following accounting related services for the benefit of Company:

(a) Recommend changes to Company billing and collection procedures.

(b) Prepare accounts receivable reports and reimbursement analyses, including aging, payor mix, unbilled charges, items in suspense, collections, adjustments, reserves for contractual adjustments and uncollectible accounts; such analysis shall include review and not less than annual recommendation of changes to the Company chargemaster.

(c) Recommend and present accounts receivable annual performance goals that meet or exceed industry benchmarks compared to actual accounts receivable performance.

(d) Review monthly unaudited financial reports summarizing the financial status of Company.

(e) Perform full charge accounting services in accordance with generally accepted accounting principles, including maintenance of general ledger and journal entries with appropriate supporting documentation, bank account reconciliations prepared and approved on a monthly basis, fixed asset tracking and reports, accounts receivable and accounts payable management and reports, debt service management and reports, balance sheet account reconciliation, treasury management, tax (federal, state, local, and payroll) preparation and reporting, pay roll preparation and reporting, and maintenance of accurate and up to date accounting of owners' equity accounts.

(f) Prepare monthly financial statements (or reasonable timely estimates of such statements if VHS reporting deadlines are sooner) and present such statements to the Directors, in whatever format is appropriate for the Company and in VHS's fiscal year basis, within fifteen (15) calendar days of the last day of subject month as follows:

(i) Income statement;

(ii) Balance sheet;

(iii) Cash Flow Statement;

(iv) A detailed report listing all expenses of Option Care for which it is entitled to reimbursement pursuant to Section 4.2 of this Agreement;

(v) Other statements mutually agreed to by the parties;

(vi) Prior month volumes statistics (as defined and agreed to by the parties) to VHS Finance by the third business day of each month;

(vii) Provide timely monthly and year-end financial statements as well as periodic forecast, annual budget, and Five Year Operating and Capital Plans as required by VHS financial reporting;

(viii) Complete VHS requested tax questionnaires and provide copies of all filed Company tax returns to VHS Finance on a timely basis that complies with VHS tax reporting timelines; and

(ix) Provide periodic analysis of future cash needs and recommendation of cash distributions as agreed by the Company's board of directors.

2.7 Reimbursement Services. Option Care shall provide the following reimbursement and collection related services:

(a) Establishment of specific performance targets that meet or exceed home infusion industry standards/benchmarks including but not limited to A/R days outstanding, cash collections and bad debt write off percentages;

(b) Recommendations for accounts receivable write downs or write offs, credits and adjustments, provided, however, that the approval of the Company's Directors shall be required before implementation for all claim level or patient balance write downs, write offs, credits, or adjustments in excess of $25,000; and

(c) Recommendations for pricing and reimbursement methodologies.

2.8 Policies and Procedures. Option Care will present for review and approval to the Company's board of directors periodic, but not less than annual, review of new and/or revisions to current operating and financial policies and procedures.

2.9 Employee Supervision. Option Care agrees to manage and coordinate the activities of the personnel in accordance with applicable Company policies and procedures regarding personnel. Option Care, as manager, shall provide continuous supervisory leadership at all times for operations of the Company. Option Care shall provide a retention plan for the Company's general manager and all supervisory position vacancies shall be addresses by Option Care immediately. Option Care shall cause the Company to provide routine updates on personnel to the Company's board of directors. Personnel shall be defined to include all Option Care employees providing services to the Company and any other employees, independent contractors, labor force or other individuals that provide services to the Company, including but not limited to all personnel provided by a third party staffing company.

2.10 Selection of Vendors. In the event that services outside of the scope of this Section are required for the operation of Company, Option Care shall be responsible for selecting qualified vendors. Nothing in this Section shall be construed to prohibit Option Care from selecting itself to provide such services so long as the provisions of Article 5 hereof are satisfied.

2.11 Record Maintenance. Subject to applicable federal, state or local law or regulations, including the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (**"HIPAA"**), Option Care shall at all times have access to the files containing patient records for all patients of Company who received treatment during the term of this Agreement.

2.12 Additional Services. Option Care shall provide such other services as may be agreed upon from time to time by Option Care and Company by written amendment to this Agreement.

2.13 Information Systems. Option Care shall provide or arrange for necessary information systems, including systems necessary for the operation of its patient data base and outcomes oriented patent information system. In addition, Option Care shall periodically evaluate such information systems and provide or arrange for improvement, including hardware and software modification, as appropriate. Option Care may license certain proprietary software to Company; provided, however, any royalty or

other cost for such software must be agreed to by the parties. All hardware and software costs shall be paid by the Company.

2.14 Insurance. Option Care shall maintain commercial liability insurance against any liability or claims for damages arising from its acts or omissions. Such insurance shall be in the minimum amount of $3,000,000 per occurrence and $5,000,000 annual aggregate and shall list Company as an additional insured. Option Care shall also maintain during the term of this Agreement, workers' compensation consistent with statutory requirements and employer liability insurance in the minimum amount of $1,000,000. Option Care shall procure and maintain an errors and omissions policy in the minimum amount of $1,000,000. All such insurance shall also require that Company shall be notified at least thirty (30) days in advance of any modification to or cancellation of coverage.

2.15 Compliance with Applicable Laws. Any services provided to Company shall be provided in compliance with all applicable federal, state and local laws, as they may be amended from time to time. Option Care shall develop and implement a corporate compliance program for Company and shall report regularly to the Board of Directors concerning the operation of the program and Company's compliance with legal, regulatory and payor requirements. Option Care shall report immediately to the Board of Directors any material compliance issues of which it becomes aware. Option Care shall assist and cooperate with Company from time to time to conduct audits and interviews for purposes of verifying compliance with applicable law.

2.16 Permits, Accreditations and Quality Assurance. Option Care shall assist Company in and have full responsibility for applying for and securing all certifications, permits, approvals, accreditation and other intangible operating rights required by law (collectively "approvals") in connection with the operation of the Company. All such approvals shall be obtained and held in the name of Company. Option Care shall assist Company or its designee with the preparation of any filings required to maintain the Company's approvals. Notwithstanding the Company's obligations contained in Section 3 of this Agreement, Option Care shall retain ultimate responsibility for oversight of the Company's licenses, permits and accreditation and that all licenses and approvals necessary for operation of the Business remain valid and in effect.

2.17 Nurse Credentialing. Option Care shall cause the Company to facilitate and complete the Vanderbilt University Medical Center nurse credentialing packages for all nurses that provide services at Vanderbilt University Medical Center. Such packages shall be completed consistent with Vanderbilt University Medical Center policies and procedures and on a schedule consistent with such policies and procedures.

2.18 Collection Matters.

(a) Billing Services. Option Care shall prepare and submit invoices and claims for services rendered to patients by Company to primary and secondary insurance carriers, and to patients when appropriate, to ensure compliance with appropriate federal and state regulations.

(b) Collection Services. Option Care shall collect accounts due Company, including but not limited to, sending written instructions to patients and third party payors directing that payments due Company for services be sent to a designated lock box bank account, making arrangement with a bank to implement such an account and cooperating with Company in making disbursement from such account.

ARTICLE 3
DUTIES OF COMPANY

Company shall provide the services set forth in this Agreement which shall include the performance of the following functions on its own behalf:

3.1. Patient Care Services. Company shall provide or arrange for the provision of pharmacy, infusion and home medical supplies and services, together with such additional services as Company shall determine from time to time.

3.2. Coordination with Option Care. Company agrees to do the following:

(a) Confirm reimbursement coverage for Company's patients and accept patients onto the service;

(b) Obtain and enter all appropriate patient information on a patient master file and provide a copy of the completed patient information to Option Care;

(c) Prepare and forward documentation necessary to file claims with third-party payors (such as assignment of benefits, statement of medical necessity, prescription and claim forms);

(d) Obtain and forward monthly documentation concerning Company's financial status to Option Care;

(e) Meet or exceed timeliness of care (delivery) home infusion industry benchmarks;

(f) Meet or exceed home infusion industry benchmarks for patient satisfaction, including but not limited to overall quality;

(g) Meet or exceed rehospitalization home infusion industry benchmarks;

(h) Meet or exceed Company patient satisfaction standards as defined by the Board of Directors, including metrics for pharmacy, nursing, delivery, and overall measures of company performance;

(i) Meet or exceed pharmacy compliance standards for USP 797;

(j) Meet or exceed Company quality assurance metrics as defined by the Board of Directors for medical devices, therapeutic intervention, and adverse patient events; reporting shall include adverse drug reactions, medication incidence, missed doses, unplanned hospital admissions, equipment failure, delivery failure or error, and HIPAA violations;

(k) Meet or exceed home infusion industry benchmarks for safety and risk management metrics; measurements shall include falls, unexpected deaths, sentinel events, and employee injuries;

(l) Meet or exceed home infusion industry standards for employee training, certification, and satisfaction;

(m) All metrics must be developed by the Quality Assurance Clinical Improvement Committee ("QACIC") and approved by the Company and the Company will collect data at least eighty percent (80%) of the time for all approved metrics using tools and available resources that are available through the company, third party quality assurance programs, and Vanderbilt University Medical Center; and

(n) Patient charts and clinical documents maintained by the company will be audited using standards developed by the QACIC and approved by the Company on a quarterly basis and will be maintained at a level of compliance greater than eighty-five percent (85%).

3.3. Collection Matters. Company shall provide the following collection related services:

(a) Obtain information necessary to confirm reimbursement coverage for Company's patients.

(b) Billing services shall be performed by Option Care pursuant to Section 2.18 (a) of this Agreement.

3.4 Collection service shall be performed by Option Care pursuant to Section 2.18 (b) of this Agreement.

3.3 Patient Consent. The Company shall obtain any patient consent necessary for the Business to properly operate and for Option Care to fully perform its obligations under this Agreement.

3.4 Patient Records. Company shall be responsible for appropriately documenting the care provided to patients in a timely manner.

3.5 Licenses and Permits; Accreditation. The Company hereby represents and warrants that it will obtain and maintain for the entire time this Agreement is in effect all licenses and permits required by law to operate the Business and to perform services for patients. Option Care shall assist the Company in administrative responsibilities associated with obtaining and maintaining all such licenses, permits, and approvals. Company, under the assistance and direction of Option Care, shall obtain and maintain the accreditation of its facility or facilities with the proper agencies and accreditation agencies, including The Joint Commission, Accreditation Commission for Health Care, Inc. ("**ACHC**") or Community Health Accreditation Program ("**CHAP**").

3.6 Personnel. Company shall cause its employees to report and be responsible to the general manager employed by Company. In the absence of a general manager, Company, through Option Care, will authorize Option Care designee to execute all duties of the general manager. Company shall cooperate with Option Care in the hiring and termination of Company's personnel in accordance with applicable Company policies and procedures.

3.7 Credentialing of Professionals. Company shall be responsible for establishing, implementing and maintaining a credentialing process for all professional employees. Such credentialing process shall include, among other things, verification of each employee's educational and experiential qualifications and of current, appropriate licensure. Option Care will assist with implementation of such process. Company shall provide a quarterly credentialing report to the Company's board of directors.

3.8 Insurance. Company shall maintain comprehensive general liability insurance as well as professional liability insurance against any liability or claims for damages arising from its acts or omissions. Such insurance shall be in the minimum amount of $3,000,000 per occurrence and $5,000,000

annual aggregate. Option Care shall be named as an additional insured for purposes of Company activities. Company shall also maintain during the term of this Agreement, workers' compensation consistent with statutory requirements and employer liability insurance in the minimum amount of $1,000,000. Company shall procure and maintain an errors and omissions policy in the minimum amount of $1,000,000. All such insurance shall also require that Option Care shall be notified at least thirty (30) days in advance of any modification to or cancellation of coverage.

3.9 Cooperation. Company shall cooperate with Option Care in performing the duties described in this Article 3.

3.10 Company Fees and Expenses. Expenses which are the sole responsibility of Company shall include, but not be limited to, the following:

(a) Fees and expenses related to obtaining and maintaining applicable federal and state licensure, registration, certification or qualification, including any filing fees, corporate franchise taxes; license and privilege taxes; bonds, deposits or other fees and expenses related to maintaining compliance with applicable regulatory requirements.

(b) Fees and expenses related to the services of an independent actuarial, auditing, legal or other consultant of any type.

(c) Capital expenditures.

(d) Personnel costs, which shall include the following: salary, health insurance and other welfare benefit expenses, retirement fund and other pension benefit expenses, workers' compensation coverage, payroll costs related to administration of payment to employee, professional liability insurance coverage, and automobile insurance coverage, as applicable.

(e) Other company maintenance expenses, including the costs of federal or state reports, tax filings or reports, amendments of company documents, and costs associated with meetings of the Company's members, Directors, or committees.

(g) Bank charges related to the Company's bank accounts.

(h) Pharmaceuticals and supplies and operating expenses such as rent, telephone, offices supplies, etc.

(i) Charges for billing and collection services.

ARTICLE 4
COMPENSATION

4.1. Monthly Fee. To compensate Option Care for its performance of services under this Agreement, other than those services specified in Section 2.18 of this Agreement,, Company agrees to pay to Option Care a management fee at the annual rate of Three Hundred Thousand Dollars ($300,000) (the "**Annual Fee**"), payable each month in equal installments of Twenty-Five Thousand Dollars ($25,000) (the "**Monthly Fee**"). The Monthly Fee shall be payable in monthly installments in accordance with the provisions of Section 4.3. On each anniversary of the Effective Date ("**Adjustment Date**"), the Annual Fee shall be adjusted to reflect the increase, if any, in the cost of living over the preceding year. In no event shall the Annual Fee ever be a sum that is less than the Annual Fee for the preceding year. The Annual Fee due as a result of an increase in the cost of living shall be calculated in accordance with

the terms set forth below. The basis for computing the cost of living shall be the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("**Index**"). The Index for the month immediately preceding the Adjustment Date of the previous year shall be the "**Base Index Number**." The Index for the month immediately preceding the Adjustment Date shall be the "**Current Index Number**." The Annual Fee for the next succeeding year shall be the product obtained from multiplying the Annual Fee for the then current year by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number. If the aforesaid Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index, or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency. Included in the Monthly Fee, the parties agree and understand that Option Care shall be obligated pursuant to this Agreement to (i) make available to the Company's employees (and their eligible dependents and beneficiaries) participation in the "**Business Employee Benefit Plans**," as defined in Section 3.14 of the Contribution Agreement entered into on July 14, 2009 between VHS, Option Care, the Company and certain other parties, but excluding for purposes of this Agreement any stock option or other incentive equity plans sponsored by Option Care or its affiliates, as such Business Employee Benefit Plans may be modified, amended or terminated from time to time, and (ii) administer the Company's participation in the Business Employee Benefit Plans in accordance with the terms of such plans and the requirements of all applicable laws. In the event that Option Care, after seeking input from the Company and VHS, reasonably determines that the Company will not continue to make available any Business Employee Benefit Plan for the benefit of Company employees (and their eligible dependents and beneficiaries), Option Care in its capacity as manager of the business shall (as part of its services included in the Monthly Fee) arrange for the establishment by the Company of a reasonably comparable replacement plan for each impacted plan and/or shall take such other steps to ensure that the employee benefit plans offered to Company employees remain reasonably comparable in the aggregate to the employee benefit plans offered to similarly situated Option Care employees, including assisting the Company in the transition to such replacement plan(s) in a reasonable manner and assisting the Company in the administration of such replacement plan(s) in accordance with the terms of such plan(s) and the requirements of all applicable laws.

4.15. Billing and Collection Fee. To compensate Option Care for its performance of the services specified in Section 2.18 of this Agreement, Company agrees to pay to Option Care a Billing and Collection Fee of two and one-half percent (2.5%) of the net revenue earned by Company under this Agreement. The Billing and Collection Fee shall be paid by Company monthly, based on the prior month's net revenue, adjusted by any reconciliations to correct for prior months' net revenues.

4.2 Reimbursement of Direct Expenses. In addition to the amounts under Section 4.1 and subject to the limitations referenced herein, Company shall reimburse Option Care for all expenses reasonably incurred by Option Care on Company's behalf in the performance of its obligations under this Agreement, including but not limited to insurance premiums, supplier costs, and business travel expenses. All such direct expenses shall be included in the budget proposed by Option Care pursuant to Section 2.2 hereof to the maximum extent practicable and shall include all expenses for products or services (e.g., drugs, payroll, etc.) purchased or provided centrally by Option Care and directly used by the Company which (i) are pertinent to the business of the Company, (ii) reflect the actual cost of products or services provided, and (iii) are allocated in a manner applicable to the nature of the expense and consistent with Option Care's allocation policies among its branches and affiliates generally. Option Care may retain the services of outside consultants in connection with the performance of services hereunder, including legal, accounting and actuarial experts. Company shall pay or reimburse Option Care for costs incurred by Option Care with respect to such consultants; excluding any costs that Option Care may incur for purposes of negotiating this Agreement or enforcing the terms and conditions of this Agreement against

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the Company. No direct expense to be reimbursed under this paragraph shall be incurred by Option Care unless it is (i) approved in advance by Company, (ii) consistent with the budget referenced in Section 2.2, or (iii) less than $3,000 in the aggregate per month.

4.3 Payment of Fees and Expenses. On or before the tenth (1Oth) day of each calendar month, Option Care shall forward to Company an invoice for the fees and expenses payable by Company to Option Care pursuant to this Article 4 and Company shall pay Option Care an amount sufficient to pay the invoice amount within thirty (30) days of the receipt of invoice from Option Care.

4.4 Audit Rights. The Company hall have the right to audit Option Care's books and records for the purpose of verifying the accuracy of any payments made hereunder, and Option Care shall make such books and records available to the Company upon reasonable prior written notice.

ARTICLE 5
SELF DEALING

In the event that Option Care determines to select a vendor for any purpose contemplated by this Agreement, the parties agree that Option Care, or any Option Care affiliate, or any Company affiliate, may be chosen as the vendor for any such purpose; provided, however, that any contract for such purpose must be (i) granted on terms consistent with fair market value in an arm's length transaction and (ii) approved by Company if the contract is for value in excess of$10,000.

ARTICLE 6
TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be three (3) years from the date of this Agreement, unless earlier terminated by the parties in accordance with Sections 6.2, 6.3 or 6.4 or Article 11. The parties shall meet not later than one hundred eighty days prior to the end of the term to discuss a renewal of the Agreement. In the event that Option Care continues to provide Services after the expiration of the Term, this Agreement shall be extended automatically for an additional term of six (6) months ("Holdover Term") on the same terms and conditions as contained in this Agreement; provided, however, that during the period of any Holdover Term either party shall have the right to terminate this Agreement without cause with thirty (30) days prior written notice to the other party. The Agreement shall automatically terminate should VHS or any of its affiliates exercise any Call Option, as such term is defined in that certain Operating Agreement dated August 1, 2009 between VHS and Option Care.

6.2 Termination by Option Care. Option Care may terminate this Agreement at any time if:

(a) Company is declared bankrupt, becomes insolvent or dissolves;

(b) Company fails to pay Option Care any fees or expenses payable to Option Care in accordance with Article 4 of this Agreement and such failure remains uncured for a period of thirty (30) days following receipt of written notice from Option Care to Company specifying such failure and provided that the failure to pay Option Care such fee or expenses was done without the consent of the members of the Board of Directors of the Company who are appointed by Option Care (the "**Option Care Directors**"). Any such termination of this Agreement by Option Care shall not affect Company's obligation to pay amounts due Option Care under this Agreement, and any such payment paid to Option Care subsequent to such termination shall not affect the effectiveness of the termination;

(c) Any federal, state or local license, certification or approval required of Company to carry on the Business or to execute the obligations of this Agreement cannot be obtained or is at any time suspended, terminated or revoked; or

(d) Company otherwise fails to comply with the terms of this Agreement and such non-compliance remains uncured for a period of thirty (30) days (the "**Cure Period**") following receipt of written notice from Option Care specifying such non-compliance in reasonable detail and provided that the failure to comply with the terms of this Agreement was done without the consent of the Option Care Directors. If such non -compliance cannot reasonably be cured within thirty (30) days, then the Cure Period shall be extended for so long as Company is actively working to cure the non-compliance. Notwithstanding the foregoing, if the Company fails to cure such noncompliance within a ninety (90) day period, Option Care may terminate the Agreement effective as of the expiration of the ninety (90) day period.

6.3 Termination by Company. Company may terminate this Agreement at any time if:

(a) Option Care is declared bankrupt, becomes insolvent or goes into liquidation;

(b) Option Care fails to comply with the terms of this Agreement, including, but not limited to, (i) failure by Option Care to fulfill its obligations as manager set forth in Articles 2 and 3 of this Agreement and (ii) Option Care causing Company to engage in any practice or activity following receipt of notice from a Director of Company that such practice or activity, in the good faith, written opinion of outside legal counsel (which opinion is provided to Option Care), conflicts with or jeopardizes the tax-exempt status of any member of Company exempt from income tax under Section 501(c)(3) of the Code, and such non-compliance remains uncured for a period of thirty (30) days following receipt of written notice from Company specifying such substantial non-compliance in reasonable detail. If there shall exist an. impasse within the Directors as between the Option Care Directors and the Directors appointed by VHS as to whether Option Care has failed to comply with the terms of this Agreement for a period of longer than ninety (90) days, the Directors appointed by VHS may give the notice described in this section of termination of the Agreement effective as of the expiration of the ninety (90) day period;

(c) The Directors of Company determine in their sole discretion to terminate the Business; or

(d) Option Care is excluded from participation in any governmental health care program.

6.4 Effective Date of Termination.

(a) Termination pursuant to Section 6.2(a) or (c), Section 6.3(a) or Section 6.3(d) shall be effective immediately.

(b) Termination pursuant to Sections 6.2(b) or (d), Section 6.3(b) or Article II of this Agreement shall be effective at the conclusion of the notice period prescribed in such sections.

(c) Termination pursuant to Section 6.3(c) of this Agreement shall be effective thirty (30) days following receipt of written notice by the non-terminating party.

6.5 Rights and Remedies Upon Termination. Upon the termination of this Agreement by either party, each party shall immediately deliver or cause its employees or agents to deliver to the other party in good condition all property in its possession which belongs to the other party, ordinary wear and tear and damage by any cause beyond the reasonable control of either party excepted. Also, Option Care shall be entitled to receive all fees and expenses due for services rendered by Option Care through the termination date with payment to be made as provided herein and neither party shall have any further liability to the other under this Agreement except for unpaid amounts due and owing pursuant to the terms of this Agreement. The provisions of this Section and of Articles 4, 7, 8, and 12 shall survive the termination of this Agreement notwithstanding the provisions of the previous sentence.

6.6 Effect Upon Termination. Upon the effective termination of this Agreement as provided in Section 6.2 and Section 6.3 herein, all powers of attorney and authorization granted under this Agreement to Company or Option Care shall be immediately terminated and both Company and Option Care will be relieved of any obligations to perform (other than the obligation of Company to make payments to Option Care, or reimburse Option Care for expenses incurred, prior to the effective termination of this Agreement); provided, however, that for a period of thirty (30) days.

(a) Option Care shall use its commercially reasonable efforts to cooperate with Company for the appropriate transfer of management services;

(b) Option Care shall continue to permit Company or its authorized representatives and /or any federal or state agencies to conduct administrative or financial audits relating to the period this Agreement was in effect;

(c) Both Option Care and Company shall cooperate in connection with the termination or assignment of contractual arrangements;

(d) Both Option Care and Company shall cooperate in the preparation of final financial statements by a third party and in the calculation of fees and expenses paid hereunder; and

(e) Option Care, VHS and the Company shall cooperate to provide for continuation of reasonable employee benefit plan arrangements for the Company, which could include arrangements that allow for the continued participation by the Company in the Business Employee Benefit Plans or that provide for reasonably comparable replacement employee benefit plans, including the transition to any such replacement plans.

ARTICLE 7
CONFIDENTIALITY, PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

7.1 Confidentiality of Patient Records. All patient records are the property of Company, but will be available to Option Care for purposes associated with the performance of its duties pursuant to this Agreement. Option Care shall keep the patients' records confidential except as duly authorized by the patient or the physician or as required by law or regulatory agencies.

7.2 Proprietary Information. Company recognizes and acknowledges that Option Care has developed valuable information with respect to managed care contracting and infusion services (including, without limitation, financial, sales, technical, software, regulatory, clinical and operational information) that is proprietary to Option Care. As used herein, the term "**Proprietary Information**" means information developed by or for Option Care (or its affiliates) which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by Option Care (or its affiliates) that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include any data that is gathered from access to Company patients, programs, employees or policies, nor does it include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

7.3 Confidentiality of Proprietary Information. All Proprietary Information and all physical embodiments thereof are confidential to and are and will remain the sole and exclusive property of Option Care (or its affiliates) as appropriate. Company will hold such Proprietary Information in strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof except for purposes contemplated herein and in no event will cause any Proprietary Information to lose its character or cease to qualify as Proprietary Information. Upon termination of this Agreement, Company shall deliver to Option Care or its designee as soon as reasonably possible all such Proprietary Information.

7.4 Intellectual Property. Company further recognizes and acknowledges that Option Care has developed valuable information, systems, devices, and materials with respect to managed care contracting and infusion services that include Propriety Information and other information, materials and creations protected by the laws copyright, trademark, patent or other forms of intellectual property (together, "**Option Care's Intellectual Property**"). The Company acknowledges that it shall have no interest in or claim to Option Care's Intellectual Property except for any right to use the same pursuant to the terms of this Agreement. As such, any and all inventions, improvements, designs, concepts, techniques, systems, tangible works of expression, copyrights, trademark, trade dress and all other intellectual property rights relating to the Option Care's Intellectual Property conceived or developed by any party during the term of this Agreement shall be the sole and exclusive property of Option Care. Company hereby assigns, conveys, and transfers to Option Care all right, title, and interest, if any, in all of the Option Care's Intellectual Property. Company, whenever requested by Option Care and without further compensation or consideration, shall promptly execute all applications, assignments and other instruments which Option Care shall deem necessary in order to protect, register, or otherwise vest Option Care's right, title and interest in Option Care's Intellectual Property.

7.5 Ownership of Records and Reports. The ownership of all data relating to Company and the reports prepared in connection with the services provided hereunder for Company shall be with Company; provided, however, Option Care shall have the right of full access to and use of such data and reports, together with supporting documentation only as may be required for the performance of duties hereunder. Except as required to fulfill Option Care's duties under this Agreement, Option Care should not use such data without prior written consent of Company. This data shall be in a format deemed appropriate by Option Care. Upon termination of this Agreement, Option Care shall deliver to Company or its designee as soon as reasonably possible the aforesaid data. The data may be delivered in the format in which it is maintained by Option Care. Upon termination of this Agreement for any reason, Option Care must destroy or return any and all copies of all data relating to Company. This provision shall survive the termination of this Agreement.

7.6 Confidentiality of Company's Confidential Information. Option Care acknowledges that in connection with providing services under this Agreement, Option Care may have access to certain proprietary or confidential technical and business information owned or licensed by Company, the value of which might be lost if the proprietary nature or confidentiality of such is not maintained. Option Care will hold such information in the strictest confidence and shall not use, disclose or disseminate such information, except as contemplated by this Agreement. Subject to any other rights of Option Care herein, upon termination of this Agreement, Option Care shall deliver to Company or its designee as soon as reasonably possible any such information.

ARTICLES 8
INDEMNIFICATION

8.1 Indemnification. Each party (each, an "**Indemnifying Party**") hereby agrees to indemnify, defend, and hold harmless the other party (each, an "**Indemnified Party**"), and each of the Indemnified Party 's affiliates, officers, directors, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of any matter related to any breach by the Indemnifying Party of this Agreement or any negligent acts or omissions by the Indemnifying Party or the Indemnifying Party 's agents or employees. The provisions of this Section 8.1 shall survive termination or expiration of this Agreement.

8.2 Indemnification Procedure. In the event the Indemnified Party seeks indemnification pursuant to Section 8.1 above, it shall promptly notify the Indemnifying Party or any matter for which such indemnification shall be sought, and if such matter is a third party proceeding, the Indemnifying Party will have the right, at its expense, to assume the defense thereof using counsel reasonably acceptable to the Indemnified Party (and so long as such defense is being assumed by the Indemnifying Party in accordance herewith, any separate legal fees incurred by the Indemnified Party shall be borne by the Indemnified Party). The Indemnified Party shall have the right to participate, at its own expense, with respect to any such third party proceeding. In connection with any such third party proceeding, the parties hereto shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party proceeding shall be settled without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If a firm written offer is made to settle any such third party proceeding solely for money damages and the Indemnifying Party proposes to accept such settlement and the Indemnified Party refuses to consent to such settlement, then: (i) the Indemnifying Party shall be excused from, and the Indemnified Party shall be solely responsible for, all further defense of such third party proceeding; and (ii) the maximum liability of the Indemnifying Party relating to such third party proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the Indemnified Party on such third party proceeding is greater than the amount of the proposed settlement.

ARTICLE 9
NO REFERRALS REQUIRED

It is not a purpose of this Agreement to induce the referral of patients or the generation of other business between the parties. The parties acknowledge that there is no requirement under this Agreement or any other agreement between Option Care and Company that any patients be referred to Company or Option Care for services. Additionally, no payment under this Agreement is in return for the referral of patients or the generation of other business, if any, or in return for purchasing, leasing or ordering services from Option Care or its affiliates. The parties may refer patients to any company or person providing services and will make any such referrals, if any, consistent with professional judgment and the needs and wishes of the individual patient.

ARTICLE 10
RIGHT TO AUDIT

Option Care may conduct a reasonable audit of the relevant financial and patient records of Company in order to assure the performance of obligations under this Agreement upon reasonable prior notice.

ARTICLE 11
CHANGE IN LAW

In the event that any federal, state or local law, regulation or official interpretation of such laws or regulation has or would have a significant adverse impact on either Option Care or Company in connection with the performance of this Agreement or makes it unlawful for Company or Option Care to serve certain patients or unable to receive reimbursement for such patients because of the existence of this Agreement, or in the event that performance of any provision of this Agreement should for any reason be a violation of any statute, regulation, or otherwise deemed illegal (the "**Mandated Changes**"), neither Option Care nor Company shall provide services to such patients or otherwise perform under this Agreement and the affected party shall have the right to require the other to renegotiate terms to become effective no later than fifteen (15) days after receipt of written notice of such request for renegotiation. The parties agree to make a good faith attempt to renegotiate this Agreement to the extent necessary to comply with any Mandated Changes while still maintaining the original Agreement purposes. If the parties fail to reach an agreement satisfactory to both parties within fifteen (15) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement to any third person or entity except to an affiliate without the prior written consent of the other party. For purposes hereof, an affiliate of a person or organization is another person or organization controlled by or under common control with such person or organization.

12.2 Waiver of Default. No consent or waiver, express or implied, by any party with respect to any breach or default by the other party shall be deemed or construed to be a consent or waiver with respect to any other breach or default by any party of the same provision or any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of the other party or to declare such party in default shall not be deemed or constitute a waiver of any rights hereunder.

12.3 Notice.

(a) Any Notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, (iii) transmitted by pre-paid, overnight delivery, (iv) transmitted by facsimile transmission, or (v) transmitted by e-mail.

(b) All Notices and other communications shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) two (2) business days after the date of posting if transmitted by mail, (iii) the business day after the date of

transmission if by overnight delivery, (iv) if transmitted by facsimile transmission, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission , or (v) if transmitted by e-mail, upon confirmation of receipt by return e-mail, addressed to the parties at the addresses below:

If to Option Care:

Option Care Enterprises, Inc.
Paul Mastrapa
President
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Paul.Mastrapa@optioncare.com

With a copy to:

Cliff Berman
SVP & General Counsel
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Cliff.Berman@optioncare.com

If to Company:

Paul Mastrapa
President
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Paul.Mastrapa@optioncare.com

With a copy to:

Cliff Berman
SVP & General Counsel
Option Care Enterprises, Inc.
3000 Lakeside Drive
Suite 300N
Bannockburn, IL 60015
Email: Cliff.Berman@optioncare.com

And: Vanderbilt Health Services, Inc.
C. Wright Pinson
D-3300 Medical Center North
1611 21st Avenue South
Nashville, TN 37212
Fax: 615-343-2330
Email: wright.pinson@vanderbil t.edu

With a copy to: Vanderbilt University Medical Center
Office of Legal Affairs
Attn: Jennifer McGugin
2525 West End Avenue, Suite 700
Nashville, TN 37203
E-mail: jennifer.mcgugin@Vanderbilt.Edu

12.4 Amendment. This Agreement shall not be altered, modified or changed except by an instrument in writing and signed by the parties.

12.5 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

12.6 Binding Agreement. Subject to the restrictions on assignment herein contained, the provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

12.7 Headings. The headings of the articles and sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

12.8 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

12.9 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

12.10 Governing Law. The validity, construction and effect of this Agreement, and all extensions and modifications thereof, shall be construed in accordance with the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

12.11 HIPAA. In compliance with HIPAA, as amended from time to time, and the implementing regulations promulgated thereunder, the parties will execute a Business Associate Agreement in a form commonly used by Company (as attached as Appendix 1).

SUPPLEMENTAL #2
December 30, 2016
10:41 am

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Option Care

Option Care Enterprises, Inc.

By: Paul Mastrapa
Its: President

Company

Walgreens Infusion and Respiratory Services, LLC

By: Laura Beth Brown
Its: President

SUPPLEMENTAL #2

December 30, 2016
10:41 am

AMENDMENT TO
AMENDED AND RESTATED MANAGEMENT AGREEMENT OF WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

THIS AMENDMENT is effective as of J ("**Amendment Effective Date**") by and between Option Care Enterprises, Inc., a Delaware corporation ("**Option Care**"), and Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company ("**Company**") and amends the Amended and Restated Management Agreement ("**Agreement**") entered into by the parties on August 1, 2016.

WHEREAS, the parties desire to enter into an arrangement whereby all employees providing services on behalf of the Company are employed by Option Care and loaned to Company for the purpose of performing such services;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

A. Section 1.2 (b) of the Agreement is hereby stricken in its entirety and replaced with the following:

1.2. Authority and Responsibilities of Option Care.

....

(b) Personnel. Company shall pay all costs associated with its employees' compensation and benefits regardless of whether such persons are actually employed by the Company or are leased or otherwise contracted by the Company from a third party (including, for this purpose, Option Care). Option Care shall have authority to direct and supervise the hiring, training, performance, work and termination of all such employees, including, but not limited to, the general manager; provided, however, Company must approve any termination of employment and hiring of all key personnel and all actions taken by Option Care with respect to direction and supervision of the personnel shall be in accordance with the applicable policies and procedures of the Company as approved by the Company's Board of Directors, including employee disciplinary policies. Individual employees of Option Care who are not senior management employees of Option Care and who provide services for the direct benefit of the Company shall be under the supervision and control of Option Care; provided, however, that such individuals shall be acceptable to Company and, if Company objects to any such individual, Option Care shall cause another of its employees to assume the duties theretofore provided.

B. Section 4.1 of the Agreement is hereby stricken in its entirety and replaced with the following:

4.1. Monthly Fee. To compensate Option Care for its performance of the services under this Agreement, other than those services specified in Section 2.18 of this Agreement, Company agrees to pay to Option Care a management fee at the annual rate of Three Hundred Thousand Dollars ($300,000) (the "**Annual Fee**"), payable each month in equal installments of Twenty-Five Thousand Dollars ($25,000) (the "**Monthly Fee**"). The Monthly Fee shall be payable in monthly installments in accordance with the provisions of Section 4.3. On each anniversary of the Effective Date ("**Adjustment Date**"), the Annual Fee shall be adjusted to reflect the

increase, if any, in the cost of living over the preceding year. In no event shall the Annual Fee ever be a sum that is less than the Annual Fee for the preceding year. The Annual Fee due as a result of an increase in the cost of living shall be calculated in accordance with the terms set forth below. The basis for computing the cost of living shall be the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("**Index**"). The Index for the month immediately preceding the Adjustment Date of the previous year shall be the "**Base Index Number**." The Index for the month immediately preceding the Adjustment Date shall be the "**Current Index Number**." The Annual Fee for the next succeeding year shall be the product obtained from multiplying the Annual Fee for the then current year by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number. If the aforesaid Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index, or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency.

C. Any provisions of the Agreement which are inconsistent with the foregoing are hereby rendered null and void and of no further force or effect. All other provisions of the Agreement remain in full force and effect.

D. This Amendment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

Option Care

Option Care Enterprises, Inc.

By: Paul Mastrapa
Its: President

Company

Walgreens Infusion and Respiratory Services, LLC

By: Laura Beth Brown
Its: Vice President

5. Type of Institution (Check as appropriate – more than one response may apply)

A. Hospital (Specify):		H. Nursing Home	
B. Ambulatory Surgical Treatment Center (ASTC) Multi-Specialty		. Outpatient Diagnostic Center	
C. ASTC, Single Specialty		J. Habilitation Facility	
D. Home Health Agency	X	K. Residential Hospice	
E. Hospice		L. Nonresidential Substitution-Based Treatment Center for Opiate Addiction	
F. Mental Health Hospital		M. Other (Specify):	
G. Intellectual Disability Institutional Habilitation Facility ICF/IID			

6. Purpose of Review (Check appropriate line(s) – more than one response may apply).

A. New Institution		F. Change in bed compliment (please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation	
B. Modifying an ASTC with limitation still required per CON		G. Satellite Emergency Department	
C. Addition of MRI Unit		H. Change in Location	X
D. Pediatric MRI		I. Other (Specify)	
E. Initiation of Health Care Service as defined in T.C.A ss68-11-1607(4) Specify:			

7. Medicaid/TennCare, Medicare Participation

MCO Contracts (Check all that Apply)
__Amerigroup __ United Healthcare Community Plan __ BlueCare __ TennCare Select

Medicare Provider Number: N/A
Medicaid Provider Number: N/A
Certification Type: N/A

If a new facility, will certification be sought and/or Medicaid / TennCare?
Medicare __Yes __No _X_ N/A Medicaid / TennCare __Yes __ No _X_ N/A

SUPPLEMENTAL #2

December 30, 2016
10:41 am

PROJECT COST CHART

A.	Construction and equipment acquired by purchase:	
	1. Architectural and Engineering Fees	$ 83, 881
	2. Legal, Administrative (Excluding CON filing fee)	N/A
	3. Acquisition of Site	N/A
	4. Preparation of Site	$ 3,962
	5. Total Construction Costs (includes clean room)	$ 1,714,158
	6. Contingency Fund	N/A
	7. Fixed Equipment (not included in Construction contract)	$ 114,229
	8. Moveable Equipment (List all equipment over $50,000 as separate attachments)	$ 45,033
	9. Other (Specify) _____	N/A
B.	Acquisition by gift, donation or lease:	
	1. Facility (inclusive of building and land, lease through 4/30/22)	$ 1,884,262
	2. Building only	N/A
	3. Land Only	N/A
	4. Equipment (Specify)_____	N/A
	5. Other (Specify)_____	N/A
C.	Financing Costs and Fees:	
	1. Interim Financing	N/A
	2. Underwriting Costs	N/A
	3. Reserve for One Year's Debt Service	N/A
	4. Other (Specify) _____	N/A
D.	Estimated Project Cost (A+B+C)	$ 3,845,525
E.	CON Filing Fee	$ 22,111
F.	Total Estimated Project Cost (D+E) TOTAL	$ 3,867,636

2. Identify the funding sources for this project.

Check the applicable item(s) and briefly summarize how the project will be financed. **(Documentation of the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility – 2)**

__ A. Commercial loan – letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan and any restrictions or conditions.

__ B. Tax-exempt bonds – Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance.

__ C. General obligation bonds – Copy of resolution from issuing authority or minutes from the appropriate meeting;

__ D. Grants – Notification of intent form for grant application or notice of grant award.

_X_ E. Cash Reserves – Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or

Please note this project was previously fully funded with available cash reserves – the money has already been spent.

The entity is not required to be audited and therefore audited financial statements are not available.

__ F. Other – Identify and document funding from all other sources.

3. Complete Historical Data Charts on the following two pages – Do not modify the charts provided or submit substitutions.

   Historical Data Chart represents revenue and expense information for the last three (3) years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. Only complete one chart if it suffices.

HISTORICAL DATA CHART

X Total Facility
□ Project Only

Give information for the last three (3) years for which complete data are available for the facility or agency. The fiscal year begins in September. (Month)

	Year 2014	Year 2015	Year 2016
A. Utilization data (Specify unit of measure: Visits	1,257	1,308	1,860
B. Revenue from Services to Patients			
1. Inpatient Services	$0	$0	$0
2. Outpatient Services	$0	$0	$0
3. Emergency Services	$0	$0	$0
Other Operating Revenue (Specify): Infusion Services	$60,904,353	$87,786,396	$109,732,683
Gross Operating Revenue	$60,904,353	$87,786,396	$109,732,683
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$46,709,443	$67,772,114	$85,489,873
2. Provision for Charity Care	$0	$0	$0
3. Provisions for Bad Debt	$824,620	$1,000,686	$1,037,533
Total Deductions	$47,534,063	$68,772,800	$86,527,406
NET OPERATING REVENUE	$13,370,290	$19,013,596	$23,205,277
D. Operating Expenses			
1. Salaries and Wages			
a. Direct Patient Care	$1,376,377	$1,782,780	$2,372,310
b. Non-Patient Care	$1,595,337	$1,645,844	$2,276,993
2. Physician Salaries and Wages	$0	$0	$0
3. Supplies (includes cost of drug and other COGS)	$8,154,945	$12,945,023	$15,704,633
4. Rent			
a. Paid to Affiliates	$0	$0	$0
b. Paid to Non-Affiliates	$176,854	$184,960	$318,566
5. Management Fees			
a. Paid to Affiliates	$196,285	$180,000	$217,942
b. Paid to Non-Affiliates	$0	$0	$0
6. Other Operating Expenses	$755,544	$1,307,307	$778,539
Total Operating Expenses	$12,255,342	$18,045,914	$21,668,983
E. **Earnings Before Interest, Taxes and Depreciation**	$1,114,948	$967,682	$1,536,294
F. Non-Operating Expenses			
1. Taxes	$0	$0	$130,000
2. Depreciation	$60,368	$45,849	$122,356
3. Interest	$0	$0	$0
4. Other Non-Operating Expenses	$8,994	($320)	$1,673
Total Non-Operating Expenses	$69,362	$45,529	$254,029
NET INCOME (LOSS)	$1,045,586	$922,153	$1,282,265
G. Other Deductions			
1. Annual Principal Debt Repayment	$0	$0	$0
2. Annual Capital Expenditure	$0	$105,063	$2,002,064
Total Other Deductions	$0	$105,063	$2,002,064
NET BALANCE	$1,045,586	$817,090	($719,799)
DEPRECIATION	$60,368	$45,849	$122,356
FREE CASH FLOW (Net Balance + Depreciation)	$1,105,954	$862,939	($597,443)

SUPPLEMENTAL #2

December 30, 2016

10:41 am

DEC 30 '16 AM 10:42

HISTORICAL DATA CHART – OTHER EXPENSES

X Total Facility

□ Project Only

OTHER EXPENSE CATEGORIES	Year 2014	Year 2015	Year 2016
1. Professional Services Contract	$26,877	$251,941	$176,295
2. Contract Labor	$209,591	$342,085	$100,543
3. Imaging Interpretation Fee	$0	$0	$0
4. Other Expenses	$519,077	$713,281	$501,701
Total Other Expenses	$755,545	$1,307,307	$778,539

DEC 30 '16 AM10:41

SUPPLEMENTAL #2
December 30, 2016
10:41 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: Vanderbilt HC / Walgreens Infusion and Respiratory Services

I, RON LADUKE, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

/ General Manager
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 29th day of Dec, 2016 witness my hand at office in the County of DAVIDSON, State of Tennessee.

NOTARY PUBLIC

My commission expires 7-6, 2020.

JESSE RICO GUZMAN
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

HF-0043

Revised 7/02

Original

ADDITIONAL INFORMATION

Vanderbilt HC/Walgreens IV & RT Services

CN1612-040

Walgreens

The Pharmacy America Trusts • Since 1901®

JAN 9 '17 PM 12:57

January 6, 2017

Phillip M. Earhart
HSD Examiner
Tennessee Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Vanderbilt HC / Walgreens IV & RT Services certificate of need application for Change of address of Principal Office from Brentwood, Tennessee to Nashville, Tennessee (CN1612-040)

Dear Mr. Earhart,

In response to your final request for supplemental information primarily addressing the economic feasibility of the project, we have attached 3 copies of all invoices associated with the renovation of the new leased space, located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211. Additionally, an invoice summary page is included to identify the appropriate account each invoice was applied.

In response to your questions regarding the dates of the project, the construction was initiated on September 21, 2015, and was completed on July 8th, 2016. The pharmacy and, based on the original CON relocation approval from the Health Services & Developmental Agency, the nursing operations were moved and opened for business on July 11th, 2016. We were notified by mail of the rescinded CON change of address on September 13, 2016 The nursing operation of WIRS was immediately and completely moved back to 500 Wilson Pike, Suite 115, Brentwood, TN 37027 on September 14, 2016.

Sincerely,

Ron LaDuke, RPh, MBA
Sr. Director of Operations

500 Wilson Pike Circle, Suite 115, Brentwood, TN 37027
Office • 615-726-0776 • FAX 615-726-8887

CAPA#	InvoiceDate	Invoice#	Vendor	CapitalAmount	InvoiceAmount	AssetCode	Category
F-PM-2015-08-31-017	5/9/2016	N12430	Angstrom Technology	$227,254	$227,254	LH	Construction Costs
F-PM-2015-08-31-017	12/17/2015	N12220	Angstrom Technology	$71,711	$71,711	LH	Construction Costs
F-PM-2015-08-31-017	7/18/2016	N12493	Angstrom Technology	$200	$200	LH	Moveable Equipment
F-PM-2015-08-31-017	7/18/2016	N12492	Angstrom Technology	$510	$510	LH	Moveable Equipment
F-PM-2015-08-31-017	8/25/2016	N12519	Angstrom Technology	$15,447	$15,447	LH	Construction Costs
F-PM-2015-08-31-017	6/27/2016	10158	Bluebird Technologies	$400	$400	LH	Moveable Equipment
F-PM-2015-08-31-017	7/21/2016	10171	Bluebird Technologies, LLC	$991	$991	LH	Moveable Equipment
F-PM-2015-08-31-017	6/21/2016	10151	Bluebird Technologies, LLC	$14,591	$14,591	LH	Moveable Equipment
F-PM-2015-08-31-017	4/25/2016	10101	Bluebird Technologies, LLC	$9,727	$9,727	LH	Moveable Equipment
F-PM-2015-08-31-017	5/20/2016	10127	Bluebird Technologies, LLC.	$459	$459	LH	Moveable Equipment
F-PM-2015-08-31-017	12/8/2015	1911285	Cardno ATC	$3,116	$3,116	LH	Preparation of Site
F-PM-2015-08-31-017	12/8/2015	1911298	Cardno ATC	$845	$845	LH	Preparation of Site
F-PM-2015-08-31-017	5/23/2016	COMM0211	Dietary Equipment, Inc	$2,947	$2,947	LH	Moveable Equipment
F-PM-2015-08-31-017	4/19/2016	9087231727	Grainger	$1,009	$1,009	LH	Moveable Equipment
F-PM-2015-08-31-017	4/22/2016	9090456329	Grainger	$7,524	$7,524	LH	Moveable Equipment
F-PM-2015-08-31-017	5/6/2016	9103684347	Grainger	$2,782	$2,782	LH	Moveable Equipment
F-PM-2015-08-31-017	5/6/2016	9103801776	Grainger	$606	$606	LH	Moveable Equipment
F-PM-2015-08-31-017	5/6/2016	9103717113	Grainger	$212	$212	LH	Moveable Equipment
F-PM-2015-08-31-017	4/29/2016	9097423033	Grainger	$845	$845	LH	Moveable Equipment
F-PM-2015-08-31-017	5/17/2016	9145803530	HD Supply Facilities Maintenance, ltd	$486	$486	LH	Moveable Equipment
F-PM-2015-08-31-017	6/3/2016	9146220652	HD Supply Facilties Maintenance, ltd	$218	$218	LH	Moveable Equipment
F-PM-2015-08-31-017	6/29/2016	11257400	Intermetro Industries	$559	$559	LH	Moveable Equipment
F-PM-2015-08-31-017	5/4/2016	11235035	InterMetro Industries Corporation	$19,982	$19,982	LH	Construction Costs
F-PM-2015-08-31-017	5/1/2016	12456	LK Design Group	$3,670	$3,673	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	6/7/2016	12520	LK Design Group	$3,625	$4,212	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	1/1/2016	12206	LK Design Group	$9,380	$9,380	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	2/1/2016	12263	LK Design Group	$216	$216	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	11/1/2015	12092	LK Design Group	$37,173	$37,173	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	10/6/2015	12039	LK Design Group	$234	$234	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	12/1/2015	12152	LK Design Group	$28,281	$28,281	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	3/8/2016	12332	LK Design Group	$72	$72	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	7/6/2016	12593	LK Design Group	$874	$874	LH	Architectural and Engineering Fees
F-PM-2015-08-31-017	7/25/2016	110987569M	Protection One	$128,664	$128,664	LH	Construction Costs
F-PM-2015-08-31-017	5/16/2016	90421	Royce Rolls Ringer Company	$971	$971	LH	Moveable Equipment
F-PM-2015-08-31-017	7/29/2016	8040275209	Staples Business Advantage	$6,890	$6,890	LH	Construction Costs
F-PM-2015-08-31-017	6/29/2016	8039889898	Staples Business Advantage	$118,972	$118,972	LH	Fixed Equipment
F-PM-2015-08-31-017	7/27/2016	8040264413	Staples Business Advantage	($4,225)	($4,225)	LH	Fixed Equipment
F-PM-2015-08-31-017	8/17/2016	8040567505	Staples Business Advantage	($1,593)	($1,593)	LH	Fixed Equipment
F-PM-2015-08-31-017	9/1/2016	8040790128	Staples Business Advantage	$1,075	$1,075	LH	Fixed Equipment
F-PM-2015-08-31-017	6/1/2016	PAY APP 4	WellSpring Builders, Inc.	$124,813	$124,813	LH	Construction Costs
F-PM-2015-08-31-017	4/30/2016	4-30-16	WellSpring Builders, Inc.	$183,988	$183,988	LH	Construction Costs

CAPA#	InvoiceDate	Invoice#	Vendor	CapitalAmount	InvoiceAmount	AssetCode	Category
F-PM-2015-08-31-017	3/31/2016	3-31-16	WellSpring Builders, Inc.	$450,572	$450,572	LH	Construction Costs
F-PM-2015-08-31-017	2/29/2016	2-29-16	WellSpring Builders, Inc.	$140,879	$140,879	LH	Construction Costs
F-PM-2015-08-31-017	8/1/2016	Pay App 6	WellSpring Builders, Inc.	$6,709	$6,709	LH	Construction Costs
F-PM-2015-08-31-017	8/1/2016	RETAINAGE	WellSpring Builders, Inc.	$52,319	$52,319	LH	Construction Costs
F-PM-2015-08-31-017	6/30/2016	PAY APP 5	WellSpring Builders, Inc.	$87,095	$87,095	LH	Construction Costs
			Vanderbilt Invoices	$231,120	$231,120		Construction Costs

Angstrom Technology

901 Northland Dr NE
Rockford MI 49341

16090-WIP

Invoice

Date	Invoice #
12/17/2015	N12220

Bill To	Ship To
Option Care Steve Paulson 1411 Lake Cook Road Deerfield, IL 60015	Option Care 624 Grassmere Park Drive, Ste 22 Nashville, TN 37211

S.O. No.	P.O. No.	Terms	Rep
8478		25% Net 15	ADR

Item	Description	Prev Invoiced	Quantity	Rate	Amount
CD3000	25% Deposit on Sales Order# 8478 Total from Sales Order $286,844.24		1	71,711.06	71,711.06

GM Approval See attached
Vendor ID# 2967

GL Account	GL Sub-Account	Amount
16070	530-01-001	71,711.06

Thank you for your business.

Total $71,711.06

option care™

Special Handling Form

OC-002BG@optioncare.com

Today's Date: 01/13/16

Location: 002 OC Corporate - Office

KYLE HOCH <-- Select Name from Drop Down

Identify the Special Handling needed (Put an "X" next to ALL that apply):

	New Vendor Setup (include Change Address New Vendor Form)
	Address Change for existing vendor (include Change Address New Vendor Form)
x	Rush Check needed by: 01/15/16
	Return to Location (include address below in CHECK HANDLING)
	More than 25 lines of GL distribution (include Excel file with PDF)

Vendor Name: Angstrom Technology

Vendor Number: 2967
(if vendor number does not exist, enter "NEW VENDOR")

Remit To Address: 901 Northland Dr NE

Rockford MI 49341

Invoice # N12220

Invoice Date: 12/17/16 Total Dollar Amount: $ 71,711.06

Form Completed by: KYLE HOCH 1/14/16 <---- sign & date

Manager Approval: STEVE PAULSON <---- sign & date

Justification for Special Handling: Keep Construction or [redacted]

Special Handling Instructions:

Overnight Check to: Angstrom [redacted]

901 Northland Dr NE
Rockland, MI 49341

V3 - 12/21/15

ACCOUNTS PAYABLE USE ONLY

Check # _____ Check Date: _____ Tracking: _____

Reply all | Delete Junk | •••

San Antonio - Angstrom Invoice for processing

Clabault, Kay
To: Hoch, Kyle;

Reply all |
Fri 12/18/2015 5:42 PM

Invoices

This message was sent with high importance.

You forwarded this message on 1/12/2016 7:18 AM

Inv_N12220_from_Angst...
57 KB

Show all 1 attachment (57 KB) Download Save to OneDrive - OptionCare

Action Items

Kyle, can you please process this invoice for payment? You should have the AOF and you will code it to sub account 530-01-001, GL 16070.

Let me know if you have any questions, thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

option care

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/09/2010)
New Office? NO 530	Vanderbilt JV Nashville	(Accounting will provide after approval process) 100039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature:	Date:	
Chief Financial Officer			
Name: Mike Shapiro	Signature:	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: 10/1	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name:	Signature:	Date: 10/21/15	

530-70004

Angstrom Technology

901 Northland Dr NE
Rockford MI 49341

Invoice

Date	Invoice #
5/9/2016	N12430

Bill To	Ship To
Option Care Steve Paulson 1411 Lake Cook Road Deerfield, IL 60015	Option Care 624 Grassmere Park Drive, Ste 22 Nashville, TN 37211

S.O. No.	P.O. No.	Terms	Rep
8478	Verbal Kay 12-11-15	25% Net 15	ADR

Item	Description	Prev Invoiced	Quantity	Rate	Amount
A-W0201	Final Invoice for Nashville Project Total Updated Sales Order $298,965.20 25% Deposit Inv# N12220 $ 71711.06		1	227,254.14	227,254.14

GM Approval 5/27
Vendor ID# 2961
GL Account 16090
GL Sub-Account 530-00-000
Amount 227,254.14

Thank you for your business.

Total $227,254.14

JAN 9 '17 PM12:57

Hoch, Kyle

From:	Clabault, Kay
Sent:	Monday, May 16, 2016 11:05 AM
To:	Hoch, Kyle
Cc:	Paulson, Steve
Subject:	FW: Nashville Angstrom Invoice
Attachments:	Inv_N12430_from_Angstrom_Technology_3588.pdf

Kyle, this invoice is approved against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Kim Smart [mailto:kim@angstromtech.com]
Sent: Monday, May 09, 2016 1:08 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Cc: Hoch, Kyle <kyle.hoch@optioncare.com>; Adam Rzepka <adam@angstromtech.com>
Subject: Nashville

Hi Kay,

I hope you had a great weekend and wonderful Mothers Day!

Attached is an updated Sales order for Nashville and a final invoice as well. Please let me know if you have any questions.

Thank you!

Kim

Kim Smart | 901 Northland Dr. NE | Rockford, MI 49341 | **D:** 616.866.2400 |
F: 616.866.0080 | www.angstromtech.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 8 (06/10/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [illegible]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [illegible]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrupa	Signature:	Date: 10/1/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [illegible]	Date: 10/21/15	

Angstrom Technology

901 Northland Dr NE
Rockford MI 49341

Invoice

Date	Invoice #
7/18/2016	N12492

Bill To	Ship To
Option Care Steve Paulson 1411 Lake Cook Road Deerfield, IL 60015	Option Care 624 Grassmere Park Drive, Ste 22 Nashville, TN 37211

S.O. No.	P.O. No.	Terms	Rep
8717	Kay Clabault	Net 30	AG

Item	Description	Prev Invoiced	Quantity	Rate	Amount
ANG2303	Cleanroom Speaker System to Include: - 8" Valcom Cleanroom Speaker that is self-amplified and capable of reproducing voice paging in clean room environments. - Mounting System: Combination Metal Bridge and Backbox for 8-Inch Ceiling Speakers		1	340.00	340.00
Shipping	Shipping		1	170.00	170.00

GM Approval
Vendor ID# 2967

GL Account	GL Sub-Account	Amount
16090	530-01-001	510.00

Thank you for allowing us to quote your request.

Total $510.00

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No. Version 3 (06/02/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastropa	Signature:	Date: [illegible]	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purlo	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [illegible]	Date: [illegible]	

Angstrom Technology

901 Northland Dr NE
Rockford MI 49341

Invoice

Date	Invoice #
7/18/2016	N12493

Bill To
Option Care Steve Paulson 1411 Lake Cook Road Deerfield, IL 60015

Ship To
Option Care 624 Grassmere Park Drive, Ste 22 Nashville, TN 37211

S.O. No.	P.O. No.	Terms	Rep
8721	Kay Clabault	Net 30	AG

Item	Description	Prev Invoiced	Quantity	Rate	Amount
ANG2303	Valcom V-1095 70 Volt Expander		1	80.00	80.00
ANG2303	Valcom VP-324D Power Supply		1	40.00	40.00
Shipping	Shipping		1	80.00	80.00

GM Approval
Vendor ID# 2967
GL Account 16090 GL Sub-Account 530-01-001 Amount 200.00

Total $200.00

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No. Version 3 (06/05/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide the assigned process) 300039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature:	Date:
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Montopoli	Signature:	Date:
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Purle	Signature:	Date:
Accounting			
Name:	[illegible]	Signature: [illegible]	Date: 10/21/15

Angstrom Technology

901 Northland Dr NE

Invoice

Date	Invoice #
8/25/2016	N12519

Bill To	Ship To
Option Care Steve Paulson 1411 Lake Cook Road Deerfield, IL 60015	Option Care Brentwood 500 Wilson Pike Cir #115 Brentwood, TN 37027

S.O. No.	P.O. No.	Terms	Rep
8744	Verbal Kay 8-15-16	Net 30	ADR

Item	Description	Prev Invoiced	Quantity	Rate	Amount
Labor	Labor to remove cleanroom from Brentwood location. Some material will be used in Carmel to allow for production to continue during construction of the new cleanroom. The remaining material will be disposed of unless directed otherwise.	8/22/16	1	10,875.00	10,875.00
Shipping	Rental of moving truck to pack cleanroom parts and pieces into for transport to Carmel location		1	1,125.00	1,125.00
Labor	Labor to remove existing electrical and HVAC drops in existing cleanroom		1	3,447.00	3,447.00

GM Approval See attached
Vendor ID# 2967

GL Account	GL Sub-Account	Amount
16090	5301-001	15,447.00

Thank you for your business.

Total $15,447.00

Hoch, Kyle

From: Clabault, Kay
Sent: Thursday, August 25, 2016 5:45 PM
To: Hoch, Kyle
Cc: Paulson, Steve
Subject: Brentwood
Attachments: Inv_N12519_from_Angstrom_Technology_4496.pdf; Brentwood Clean Room Removal CAPA 8.6.16.pdf

Kyle, the following invoice is approved to be paid. Not sure if Steve ever got the CAPA signed off, I never got a copy...

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

option care

From: Kim Smart [mailto:kim@angstromtech.com]
Sent: Thursday, August 25, 2016 3:36 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Cc: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: FW: Invoice N12519 from Angstrom Technology

Good Afternoon Kay,

Please see attached invoice for the Brentwood location. Let me know if you need anything further!

Thank you,

Kim

Ångström Technology

Kim Smart | 901 Northland Dr. NE | Rockford, MI 49341 | **D**: 616.866.2400 | **F**: 616.866.0080 | www.angstromtech.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06162015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	**Signature:** K Clabault	**Date:** 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	**Signature:**	**Date:**	
Chief Information Officer			
Name:	**Signature:**	**Date:**	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	**Signature:** Julie Koenig	**Date:** 10/1/15	
Vice President of Operations			
Name: Lori Zsilek	**Signature:** Lori Zsilek	**Date:** 10/7/15	
Chief Financial Officer			
Name: Mike Shapiro	**Signature:** [signature]	**Date:** 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	**Signature:** [signature]	**Date:** 1/9/15	
Board of Directors			
Name:	**Signature:**	**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	**Signature:**	**Date:**	
Accounting			
Name: [signature]	**Signature:** [signature]	**Date:** 10/21/15	

530-7000s

Bluebird Technologies, LLC
1789 Powell Lane
Lewisburg, TN 37091

Date 5/20/2016
Invoice # 10127

Bill To
Option Care Enterprises, Inc.
Attn: Accounts Payable MS#L109
1411 Lake Cook Rd.
Deerfield, IL 60015

Job Location
Option Care Nashville
624 Grassmere Park
Suite 22
Nashville, TN 37211

P.O. #
Terms Net 30

Due Date 6/19/2016
Other

Description	Qty	U/M	Rate	Amount
Valcom Pendant Speaker, White, Model S-520B	4	ea	105.00	420.00T
Sales Tax			9.25%	38.85

GM Approval Brett E Michalak
Vendor ID# 4919
GL Account | GL Sub-Account | Amount
16090 | 530-00-000 | $458.85
AOF 000039

Bluebird Technologies
wendy@bluebirdtech.us

Total	$458.85
Payments/Credits	$0.00
Balance Due	$458.85

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2018 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$ -
Asset Type				$
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: [illegible]	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purio	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

530-70013

Bluebird Technologies, LLC
1789 Powell Lane
Lewisburg, TN 37091

Invoice

Date 6/27/2016
Invoice # 10158

Bill To	Job Location
Option Care Enterprises, Inc. Attn: Accounts Payable MS#L109 1411 Lake Cook Rd. Deerfield, IL 60015	Option Care Nashville 624 Grassmere Park Suite 22 Nashville, TN 37211

P.O. #
Terms Net 30

Due Date 7/27/2016
Other

Description	Qty	U/M	Rate	Amount
Installed 2 plenum Cat 6 lines from the server room to the fire panel at the front of the building in the reception area. Terminated Cat6 on RJ45s and tested. Cross-connected the phone numbers (615-781-0276 & 615-781-0277) from the server closet to the fire alarm panel.			400.00	400.00
Sales Tax			9.25%	0.00

GM Approval SJPL
Vendor ID# 1919

GL Account	GL Sub-Account	Amount
16090	530 01-001	400 00

Total	$400.00
Payments/Credits	$0.00
Balance Due	$400.00

Bluebird Technologies
wendy@bluebirdtech.us

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08/18/2014)
New Office? NO 530	Vanderbilt JV	(Accounting department use only - assigned by accounts)

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity		Cost
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	
Asset Type				$	
Asset Type				$	
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator			
Name: Kay Clabault	Signature:	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature:	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zalek	Signature:	Date:	
Chief Financial Officer			
Name: Mike Shapiro	Signature:	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date:	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance		
Name: Alan Purle	Signature:	Date:
Accounting		
Name:	Signature:	Date: 10/30/15

Hoch, Kyle

From: Clabault, Kay
Sent: Tuesday, June 28, 2016 2:21 PM
To: Hoch, Kyle
Subject: Nashville Bluebird invoice
Attachments: INV10158_OC.pdf

Kyle, this invoice is ok to process and pay against the AOF. I am not sure if they are in the system, they were a contractor from IT. If they are not, let me know and I will get a W-9 from them.

I have another invoice that Tim Cosme sent me, but I assumed that he already routed it for payment.

I.T. is soooooooooooooooooooo confusing!!!!!

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Wendy Knight [mailto:wendy@bluebirdtech.us]
Sent: Tuesday, June 28, 2016 9:43 AM
To: Cosme, Tim <tim.cosme@optioncare.com>
Cc: Clabault, Kay <kay.clabault@optioncare.com>
Subject: Invoice for Lines to Fire Alarm Panel

Tim, Kay-

Chris got the lines for the fire alarm panel installed and cross connected late yesterday.
I have attached the invoice for the work.
Please let me or Chris know if you have questions or need anything else.

Thanks,

Wendy Knight
Bluebird Technologies LLC
(615) 300-0034
wendy@bluebirdtech.us

Bluebird Technologies, LLC
1789 Powell Lane
Lewisburg, TN 37091

Invoice

Date 7/21/2016
Invoice # 10171

Bill To
Option Care Enterprises, Inc. Attn: Accounts Payable MS#L109 1411 Lake Cook Rd. Deerfield, IL 60015

Job Location
Option Care Nashville 624 Grassmere Park Suite 22 Nashville, TN 37211

P.O. # Verbal- Kay C.
Terms Net 30

Due Date 8/20/2016
Other

Description	Qty	U/M	Rate	Amount
Installed one customer provided Valcom Clean Room Speaker in the middle of the Clean Room. Installed 1 new 4-conductor line from the speaker back to server room. Routed 1 Single-Mode Fiber Patch Cord from the LIU through inner duct to provider's equipment. Helped install customer provided UPS's and assisted IT group with various tasks. 7/8 - 6 hrs. 7/9 - 4.5 hrs. 7/14 -3 hrs. 7/20 - 1 hrs.	14.5	hr	65.00	942.50
18/4 Speaker Cable	1		44.45	44.45T
Sales Tax			9.25%	4.11

GM Approval SOD
Vendor ID# 4919
GL Account 16090
GL Sub-Account 530-01-001
Amount 991.06

Bluebird Technologies
wendy@bluebirdtech.us

Total	$991.06
Payments/Credits	$0.00
Balance Due	$991.06

AM 9 '17 PM 12:57

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (06/02/2015) (Accounting will provide after approval process) 200039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: 10/7/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: 10/7/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

Bluebird Technologies, LLC
1789 Powell Lane
Lewisburg, TN 37091

Invoice

Date 6/21/2016
Invoice # 10151

Bill To	Job Location
Option Care Enterprises, Inc. Attn: Accounts Payable MS#L109 1411 Lake Cook Rd. Deerfield, IL 60015	Option Care Nashville 624 Grassmere Park Suite 22 Nashville, TN 37211

P.O. No.	Terms	Due Date
	Net 30	7/21/2016

Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Materials	13,563.36	5,425.34	40.00%	60.00%	100.00%	8,138.02T
Labor	9,500.00	3,800.00	40.00%	60.00%	100.00%	5,700.00
Sales Tax	1,254.61	501.84	40.00%	60.00%	100.00%	752.77
Project Total	$24,317.97					

GM Approval S t R l
Vendor ID# 4919
GL Account 16090
GL Sub-Account 530-01-001
Amount 14,590.79

Total	$14,590.79
Payments/Credits	$0.00
Balance Due	$14,590.79

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (06/18/2015) (Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: Julie Koenig Date: 10/1/15

Vice President of Operations
Name: Lori Zaliek Signature: [signature] Date: 10/1/

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastropa Signature: Date: 10/1/

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purle Signature: Date:

Accounting
Name: [illegible] Signature: [signature] Date: 10/21/15

Bluebird Technologies, LLC
1789 Powell Lane
Lewisburg, TN 37091 - 6583

Invoice

Date 4/25/2016
Invoice # 10101

Bill To	Job Location
Option Care Brett Michalak	624 Grassmere Park Suite 22 Nashville, TN 37211

P.O. No.	Terms	Due Date
	Net 30	5/25/2016

Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Materials	13,563.36			40.00%	40.00%	5,425.34T
Labor	9,500.00			40.00%	40.00%	3,800.00
Sales Tax	1,254.61			40.00%	40.00%	501.84
Project Total	$24,317.97					

GM Approval Brett Michalak
Vendor ID# 4919

GL Account	GL Sub-Account	Amount
16090	530 00 000	$9727.18

AUF 000039

Total	$9,727.18
Payments/Credits	$0.00
Balance Due	$9,727.18

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08182015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zsilek	Signature: [illegible]	Date: 10/1/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [illegible]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [illegible]	Date: 10/1/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [illegible]	Date: 10/21/15	

WIP - 16090

Cardno ATC
Shaping the Future

INVOICE

Please Remit Payment To:
Cardno ATC
Dept. 3263 – P.O. Box 123263
Dallas, TX 75312-3263

Overnight or Special Delivery: Cardno ATC (972-680-1900), Dept. 3263 – P.O. Box 123263 / 1501 North Plano Rd.; Richardson, TX 75081-5044
Credit Card or Wire Transfer Payments, Please Contact Corporate Accounts Receivable at: (337) 234-8777 www.cardno.com / www.cardnoatc.com

Option Care Enterprises, Inc.
Kay Clabault
1411 Lake Cook Road
Deerfield IL 60015

Invoice # :	1911298
Project :	Z029000255
Invoice Date :	December 08, 2015
Project Manager :	
Terms :	30 Days

Project Name : Future Walgreens Infusion Center
624 Grassmere Park Drive
Nashville, TN

Radon Testing

For Professional Services Rendered Through: 12/8/2015

Phase 002 - Radon Testing		
	Total Labor	500.00
Expenses		
	Total Expenses	345.09
	Amount Due This Invoice	**$845.09**

GM Approval _____
Vendor ID# new vendor

GL Account	GL Sub-Account	Amount
16070	530-00-001	845.09

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06162015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: Lori Zaitek	Date: 10/1/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature:	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: 10/1/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purlo	Signature:	Date:	
Accounting			
Name:	Signature:	Date: 10/21/15	

16090 - WIP

Cardno ATC
Shaping the Future

INVOICE

Please Remit Payment To:
Cardno ATC
Dept. 3263 – P.O. Box 123263
Dallas, TX 75312-3263

Overnight or Special Delivery: Cardno ATC (972-680-1900), Dept. 3263 – P.O. Box 123263 / 1501 North Plano Rd.; Richardson, TX 75081-5044
Credit Card or Wire Transfer Payments, Please Contact Corporate Accounts Receivable at: (337) 234-8777 www.cardno.com / www.cardnoatc.com

Option Care Enterprises, Inc.
Kay Clabault
1411 Lake Cook Road
Deerfield IL 60015

Invoice # :	1911285
Project :	Z029000255
Invoice Date :	December 08, 2015
Project Manager :	
Terms :	30 Days

Project Name : Future Walgreens Infusion Center
624 Grassmere Park Drive
Nashville, TN

Pre-Renovation ACM Survey

For Professional Services Rendered Through: 12/8/2015

Phase 001 - ACM Survey

Total Labor	1,918.75
Total Expenses	1,197.60
Amount Due This Invoice	**$3,116.35**

Electronic Payment

GM Approval 000 - 00039410
Vendor ID# New Vendor

GL Account	GL Sub-Account	Amount
16070	5-30-00-001	3,116.35

SP

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/19/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	**Signature:** K Clabault	**Date:** 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	**Signature:**	**Date:**	
Chief Information Officer			
Name:	**Signature:**	**Date:**	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	**Signature:** Julie Koenig	**Date:** 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	**Signature:** Lori Zaitek	**Date:** 10/9/15	
Chief Financial Officer			
Name: Mike Shapiro	**Signature:** [signature]	**Date:** 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	**Signature:** [signature]	**Date:** 10/9/15	
Board of Directors			
Name:	**Signature:**	**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	**Signature:**	**Date:**	
Accounting			
Name: [illegible]	**Signature:** [signature]	**Date:** 10/21/15	

DIETARY EQUIPMENT INCORPORATED.
2205 MAIN ST. STE. B
COLUMBIA, SC 29201-2133
PH: 800-755-4777

INVOICE

INVOICE# COMM0211

DATE 05-23-16

Customer

Name OPTION CARE ENTERPRISE, INC.
Address KAY CLABAULT
1411 LAKE COOK RD.
DEERFIELD, IL 60015 PH: 414-870-7248

Qty		Unit Price	
1	SUMMIT FF511LMED UNDERCOUNTER REFRIGERATOR	$ 642.31	$642.31
1	ARCTIC AIR AF49 REACH IN FREEZER	$ 1,895.79	$ 1,895.79
1	SHIPPING CHARGES	$ 309.00	$ 309.00

PURCHASE ORDER# KAY CLABAULT
KAY.CLABAULT@OPTIONCARE.COM

SHIPPED TO: OPTION CARE
STEVE BATSON
624 GRASSMERE PARK DR. SUITE 22
NASHVILLE, TN 37211 PH: 615-440-3143

TOTAL $2,947.10

THANKS FOR THE OPPORTUNITY TO SERVE YOU..

GM Approval See attached
Vendor ID# NEW VENDOR
GL Account 16090
GL Sub-Account 530-24-001
Amount 2947.10

5308

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (06/18/2015) (Increment sub-account, after approval process) [illegible]

Project Title
2018 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		Cost
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	-
Asset Type				$	-
Asset Type				$	-
Asset Type				$	-
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	-

Approvals

Project Originator
Name: Kay Clabault Signature: [illegible] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: Julie Koenig Date: 10/1/15

Vice President of Operations
Name: Lori Zaltek Signature: [illegible] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [illegible] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: [illegible] Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alen Punc Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: [illegible]

Hoch, Kyle

From: Clabault, Kay
Sent: Friday, July 15, 2016 6:19 PM
To: Hoch, Kyle
Subject: Nashville Invoices for Approval
Attachments: OPTION CARE INVOICE.PDF; Nashville Order Invoice.pdf

Kyle, attached are invoices approved against the AOF. I've routed a revised CAPA to Steve for Approval.

Dietary Equipment – 2,947.10
Metro – 19,981.81

Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

530-70008

GRAINGER

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

INVOICE

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9090456329
INVOICE DATE	04/22/2016
DUE DATE	05/22/2016
AMOUNT DUE	$7,524.42

SHIP TO
ATTN: KAY CLABAULT
OPTION CARE
624 GRASSMERE PARK STE 22
NASHVILLE TN 37211-3671

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	2623630632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

BILL TO
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	41D989	PALLET RACK SHIM,LENGTH 4 IN MANUFACTURER # FP001	36	1.22	43.92
	41D988	PALLET RACK ANCHOR BOLT,LENGTH 4-3/4 IN MANUFACTURER # I33536	36	3.53	127.08
	41D992	PALLET RACK,STARTER,W96,D48,H96,W/DECK MANUFACTURER # 184809643096DS	9	641.06	5,769.54
	1KBD6	PALLET RACK BEAM,96X2-1/2X4,ORANGE MANUFACTURER # IBX39096	18	52.60	946.80

GM Approval See attached
Vendor ID# 3054

GL Account	GL Sub-Account	Amount
16090	530-01-001	7524.42

INVOICE SUB TOTAL	6,887.34
TAX	637.08

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited
Reprint

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE **$7,524.42**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746909045632910007524421006370810000000100000001605225H

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	04/22/2016	9090456329	$7,524.42

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Hoch, Kyle

From: Clabault, Kay
Sent: Thursday, June 09, 2016 5:18 PM
To: Hoch, Kyle
Subject: RE: Invoices for Grainger Acct# 850665746
Attachments: FW: Grainger Invoices

Yes. The last time these came thru, I thought I noted my approval. I wanted to make sure that you did not duplicate pay the one I submitted on 5/6.

Thanks,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

-----Original Message-----
From: Hoch, Kyle
Sent: Thursday, June 09, 2016 5:10 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Cc: Green, Darrell <darrell.green@optioncare.com>
Subject: RE: Invoices for Grainger Acct# 850665746

Yep, looking through them now- I will send her a note. There are a couple I can't find record of prior-

Kay- can you confirm these are approved against the Nashville AOF?

9090456329
9097423033

Darrell- can you confirm this invoice is good to go against Everett?

9090850638

I don't know if these were just missed by me, but I'll get them in a new batch. Thanks.

Kyle Hoch
Facilities Services Coordinator
Option Care
3000 Lakeside Drive
Suite 300-N
Bannockburn, IL 60015
Office (312)940-2481

Cell (217)621-5248

-----Original Message-----
From: Clabault, Kay
Sent: Thursday, June 09, 2016 4:16 PM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Cc: Green, Darrell <darrell.green@optioncare.com>
Subject: FW: Invoices for Grainger Acct# 850665746

Kyle can you please check on the status, and let Kandi know? I've emailed her and asked her to include you in all future inquiries regarding the status of the invoices.

Thanks,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

-----Original Message-----
From: kandi reuter [mailto:kandi.reuter@grainger.com]
Sent: Thursday, June 09, 2016 4:08 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; Green, Darrell <darrell.green@optioncare.com>
Subject: Invoices for Grainger Acct# 850665746

Good Afternoon,

We are looking for a status on these invoices. Can you let me know if this has been approved for payment or if there is another issue we need to resolve.

If you need additional information regarding your account, please call us toll free at 1-888-800-1051.Thank you for choosing Grainger. We appreciate your business and hope to hear from you again soon.

Have a Great Day!!!

Kandi Reuter|Collections Representative| W.W. Grainger,
Inc|
Phone: 888-800-1051| Fax: 608-531-7292|
financialservices@grainger.com

For Invoice Copy, or POD request: invoice@grainger.com or Call (800) 578-8244

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2014)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 100032

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name:	Kay Clabault	Signature:	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature:	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zsilek	Signature:	Date:
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature:	Date:
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Purlo	Signature:	Date:
Accounting			
Name:		Signature:	Date: 10/01/15

530-70011

GRAINGER

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9103717113
INVOICE DATE	05/06/2016
DUE DATE	06/05/2016
AMOUNT DUE	211.77

Ship to information is listed below in the description section

BILL TO
MDG2016 00009304 1 AB 0399

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

RECEIVED MAY 16 2016 BY:

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	(262) 363-8632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were shipped to: KAY CLABAULT OPTION CARE 624 GRASSMERE PARK STE 22 NASHVILLE TN 37211-3671			
	1RL21	CASTER,5 STAR BASE,PK5 MANUFACTURER # 3850S/5 Delivery# 6323812584 Date shipped: 05/06/2016 Carrier: UPS GROUND No. of pkgs: 0 Wt: 5.00 Trk#: 1Z8V50760312395792	4	48.46	193.84

GM Approval
Vendor ID# 0913

GL Account	GL Sub-Account	Amount
16090	530-01-001	211.77

INVOICE SUB TOTAL	193.84
TAX	17.93

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 211.77

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746910371711310000211771000179310000000100000016060560

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	05/06/2016	9103717113	211.77

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

JAN 9 '17 PM12:57

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (05/18/2016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: [illegible]	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

530-70010

GRAINGER

ORIGINAL INVOICE

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9103801776
INVOICE DATE	05/06/2016
DUE DATE	06/05/2016
AMOUNT DUE	605.55

Ship to information is listed below in the description section

BILL TO
MDG2016 00009304 1 AB 0399

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

RECEIVED
MAY 16 2016
BY:

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	(262) 363-8632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were shipped to: KAY CLABAULT OPTION CARE 624 GRASSMERE PARK STE 22 NASHVILLE TN 37211-3671			
	1VG40	BOLTLESS SHELVING,48X18X72,5 SHELF MANUFACTURER # SHG4013 Delivery# 6323811686 Date shipped: 05/06/2016 Carrier: CENTRAL TRANSPORT No. of pkgs: 0 Wt: 273.00	3	184.76	554.28

GM Approval
Vendor ID# 0913

GL Account	GL Sub-Account	Amount
16090	530-01-001	605.55

INVOICE SUB TOTAL	554.28
TAX	51.27

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 605.55

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746910380177610000605551000512710000000100000016060537

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	05/06/2016	9103801776	605.55

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name:	Kay Clabault	Signature:	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature:	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature:	Date:
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastragelo	Signature:	Date:
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Purle	Signature:	Date:
Accounting			
Name:		Signature:	Date: 10/21/15

530-70007

GRAINGER

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

INVOICE

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9087231727
INVOICE DATE	04/19/2016
DUE DATE	05/19/2016
AMOUNT DUE	$1,009.41

SHIP TO
ATTN: KAY CLABAULT
OPTION CARE
624 GRASSMERE PARK STE 22
NASHVILLE TN 37211-3071

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	2623638632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

BILL TO
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL ***1-800-472-4643***

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	6GGL3	DECKING,GALV WIRE,46IN,48IN,2100 LB. CAP MANUFACTURER # 4846A3 Delivery #:6322012999 Date Shipped: 04/19/2016 Carrier WILSON TRUCKING No:of Pkgs:1 Wt: 442.980 GM Approval 2-5/27 Vendor ID# 213 GL Account 16090 GL Sub-Account 530-00-000 Amount 1009.41	18	51.33	923.94

INVOICE SUB TOTAL	923.94
TAX	85.47

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT PAYABLE IN U.S. DOLLARS ***AMOUNT DUE*** ***$1,009.41***

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746908723172710001009411000854710000000100000016051904

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	04/19/2016	9087231727	$1,009.41

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2014)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 70032

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head Name:	Steven Paulson	Signature:	Date:
Chief Information Officer Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations Name:	Lori Zaikek	Signature:	Date: 10/1/
Chief Financial Officer Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer Name:	Paul Mastrapa	Signature:	Date: 10/1/
Board of Directors Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance Name:	Alan Purle	Signature:	Date:
Accounting Name:	[illegible]	Signature: [illegible]	Date: 10/30/15

530-70010

GRAINGER

ORIGINAL INVOICE

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9103801776
INVOICE DATE	05/06/2016
DUE DATE	06/05/2016
AMOUNT DUE	605.55

Ship to information is listed below in the description section

BILL TO
MDG2016 00009304 1 AB 0399

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

RECEIVED MAY 16 2016 BY:

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	(262) 363-8632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU ! FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were shipped to: KAY CLABAULT OPTION CARE 624 GRASSMERE PARK STE 22 NASHVILLE TN 37211-3671			
	1VG40	BOLTLESS SHELVING,48X18X72,5 SHELF MANUFACTURER # SHG4013 Delivery# 6323811686 Date shipped: 05/06/2016 Carrier: CENTRAL TRANSPORT No. of pkgs: 0 Wt: 273.00	3	184.76	554.28

GM Approval
Vendor ID# 0913

GL Account	GL Sub-Account	Amount
16090	530 01-001	605.55

INVOICE SUB TOTAL	554.28
TAX	51.27

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 605.55

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746910380177610000605551000512710000000100000016060537

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	05/06/2016	9103801776	605.55

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zaliek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: [signature] Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purtc Signature: Date:

Accounting
Name: [illegible] Signature: [signature] Date: 10/21/15

530-70009

GRAINGER

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

MAY 16 2016

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9103684347
INVOICE DATE	05/06/2016
DUE DATE	06/05/2016
AMOUNT DUE	2,782.29

Ship to information is listed below in the description section

BILL TO
MDG2016 00009304 1 AB 0399

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	(262) 363-8632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 1-800-472-4643**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		The following items were shipped to: KAY CLABAULT OPTION CARE 624 GRASSMERE PARK STE 22 NASHVILLE TN 37211-3671			
	36R475	ESD/CR CHAIR W/TILT,19-26.5,BLUVIN MANUFACTURER # 9351ME4	4	636.68	2,546.72

GM Approval
Vendor ID# 0913

GL Account	GL Sub-Account	Amount
16070	530-01201	2782.29

INVOICE SUB TOTAL	2,546.72
TAX	235.57

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 2,782.29

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD STE 100
SANTA FE SPRINGS, CA 90670-6089

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746910368434710002782291002355710000000100000016060544

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	05/06/2016	9103684347	2,782.29

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 200039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaltek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [signature]	Date: 1/9/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

GRAINGER

10137 S. NORWALK BLVD
SANTA FE SPRINGS, CA 90670-3325
www.grainger.com

INVOICE

GRAINGER ACCOUNT NUMBER	850665746
INVOICE NUMBER	9097423033
INVOICE DATE	04/29/2016
DUE DATE	05/29/2016
AMOUNT DUE	$845.23

PO NUMBER:	NASHVILLE 039
CALLER:	KAY CLABAULT
CUSTOMER PHONE:	2623638632
ORDER NUMBER:	1260320580
INCO TERMS:	FOB ORIGIN

SHIP TO
ATTN: KAY CLABAULT
OPTION CARE
624 GRASSMERE PARK STE 22
NASHVILLE TN 37211-3671

BILL TO
CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089

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Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	29RJ96	ROLLING LADDER,6 STEPS,SERRATED TREAD MANUFACTURER # WLAR106245	1	773.66	773.66

GM Approval See attached
Vendor ID# 5654
GL Account 16090 GL Sub-Account 530-01-001 Amount 845.23

INVOICE SUB TOTAL	773.66
TAX	71.57

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE **$845.23**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

CRESCENT HEALTHCARE INC
11980 TELEGRAPH RD, STE 100
SANTA FE SPRINGS CA 90670-6089
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 850665746
PALATINE, IL 60038-0001

850665746909742303310000845231000715710000000100000016052901

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
850665746	04/29/2016	9097423033	$845.23

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Hoch, Kyle

From: Clabault, Kay
Sent: Thursday, June 09, 2016 5:18 PM
To: Hoch, Kyle
Subject: RE: Invoices for Grainger Acct# 850665746
Attachments: FW: Grainger Invoices

Yes. The last time these came thru, I thought I noted my approval. I wanted to make sure that you did not duplicate pay the one I submitted on 5/6.

Thanks,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

-----Original Message-----
From: Hoch, Kyle
Sent: Thursday, June 09, 2016 5:10 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Cc: Green, Darrell <darrell.green@optioncare.com>
Subject: RE: Invoices for Grainger Acct# 850665746

Yep, looking through them now- I will send her a note. There are a couple I can't find record of prior-

Kay- can you confirm these are approved against the Nashville AOF?

9090456329
9097423033

Darrell- can you confirm this invoice is good to go against Everett?

9090850638

I don't know if these were just missed by me, but I'll get them in a new batch. Thanks.

Kyle Hoch
Facilities Services Coordinator
Option Care
3000 Lakeside Drive
Suite 300-N
Bannockburn, IL 60015
Office (312)940-2481

Cell (217)621-5248

-----Original Message-----
From: Clabault, Kay
Sent: Thursday, June 09, 2016 4:16 PM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Cc: Green, Darrell <darrell.green@optioncare.com>
Subject: FW: Invoices for Grainger Acct# 850665746

Kyle can you please check on the status, and let Kandi know? I've emailed her and asked her to include you in all future inquiries regarding the status of the invoices.

Thanks,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

-----Original Message-----
From: kandi reuter [mailto:kandi.reuter@grainger.com]
Sent: Thursday, June 09, 2016 4:08 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; Green, Darrell <darrell.green@optioncare.com>
Subject: Invoices for Grainger Acct# 850665746

Good Afternoon,

We are looking for a status on these invoices. Can you let me know if this has been approved for payment or if there is another issue we need to resolve.

If you need additional information regarding your account, please call us toll free at 1-888-800-1051.Thank you for choosing Grainger. We appreciate your business and hope to hear from you again soon.

Have a Great Day!!!

Kandi Reuter|Collections Representative| W.W. Grainger,
Inc|
Phone: 888-800-1051| Fax: 608-531-7292|
financialservices@grainger.com

For Invoice Copy, or POD request: invoice@grainger.com or Call (800) 578-8244

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (05152016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 200037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature: [signature]	Date: 10/7/15
Chief Financial Officer			
Name:	Mike Shapiro	Signature: [signature]	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature: [signature]	Date: 1/9/15
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Puric	Signature:	Date:
Accounting			
Name:	[signature]	Signature: [signature]	Date: 10/21/15

530-70014

HD SUPPLY
FACILITIES MAINTENANCE

Go Paperless! Sign up today to receive invoices electronically. Visit hdsupplysolutions.com and click on Electronic Invoicing.
Login Token: PRS HPM FXV

INVOICE

PO Box 509058 · San Diego, CA 92150-9058

Credit/Account Information
800/798-8888, FAX 800/930-4930
Orders/Product Information
800/431-3000, FAX 800/859-8889

Please Pay From Invoice
Terms: Net 30 Days
A minimum late charge of $2.00 or 1.5% per month (18% per year) is charged on past due invoices.

HD Supply Facilities Maintenance, Ltd Federal ID 52-2418852

Invoice Date	Invoice Number
06/03/2016	9146220652

Customer Number	Ordered By	Authorized By	Order Number	Purchase Order Number
5939192	KAY CLABAULT		W111606205	AOF 000039

Ship To:

OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

OPTION CARE
626 GRASSMERE PARK, # 22
NASHVILLE TN 37211-3658

Stock Number	Description	GL Account	Ordered	Shipped	Unit Price	Unit	Extension
660291	Overbed Table Mahogany Standard	4536	2	2	99.95	EA	199.90

GM Approval [signature]
Vendor ID# 3854
GL Account 16090 GL Sub-Account 530-01-001 Amount 218.39

Ship Date	Sub Total
	199.90
Pkg Count 0	Sales Tax 18.49
Weight 40.00 LB	Freight 0.00
	TOTAL 218.39

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Question? Call Robin Miller at 800-798-8888 or email ROBIN.MILLER2@hdsupply.com

Continued...

HD SUPPLY
FACILITIES MAINTENANCE

Invoice Number: 9146220652
Amount Due: 218.39
Date Due: 07/03/2016

For proper credit to your account, please do not staple check to remittance form.

Amount Paid: _____

Please return this portion with payment.

Thank you for your order.

☐ If amount paid differs from amount due, please check and explain on back.

Mail To:

5939192
OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

HD Supply Facilities Maintenance, Ltd.
P.O. Box 509058
San Diego, CA 92150-9058

1 0 0005939192 9146220652 000000000021839 9

SUPPLY
FACILITIES MAINTENANCE

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GL Summary

PO Box 509058 • San Diego, CA 92150-9058

Credit/Account Information
800/798-8888, FAX 800/930-4930
Orders/Product Information
800/431-3000, FAX 800/859-8889

Please Pay From Invoice
Terms: Net 30 Days
A minimum late charge of $2.00 or 1.5% per month (18% per year) is charged on past due invoices.

HD Supply Facilities Maintenance, Ltd. Federal ID 52-2418852

Invoice Date	Invoice Number
06/03/2016	9146220652

Customer Number	Ordered By	Authorized By	Order Number	Purchase Order Number
5939192	KAY CLABAULT		W111606205	AOF 000039

Ship To:

OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

OPTION CARE
626 GRASSMERE PARK, # 22
NASHVILLE TN 37211-3658

G/L Account	Description	Item Amount	Tax	Freight	Net Amount
4536	Resident RmFurniture This invoice reflects the net price of supplies to buyer. This price is net after discount(s) or other reduction(s) in price, and the net price as well as any discount may be reportable pursuant to 42 C.F.R. § 1001.952	199.90	18.49	0.00	218.39

Ship Date	Sub Total 199.90
Pkg Count 0	Sales Tax 18.49
Weight 40.00 LB	Freight 0.00
	TOTAL 218.39

This is a summary page for your convenience.

Note: Our enhanced G/L category summary now includes allocation of taxes and freight charges, if applicable.

Question? Call Robin Miller at 800-798-8888 or email ROBIN.MILLER2@hdsupply.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/08/2010)
New Office? NO 630	Vanderbilt JV	(Accounting will provide after approval process)

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	**$ 1,400,000.00**

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zaitek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purle Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/5/15

530-70015

HD SUPPLY
FACILITIES MAINTENANCE

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Login Token: PRS HPM FXV

INVOICE

PO Box 509058 • San Diego, CA 92150-9058

Credit/Account Information
800/798-8888, FAX 800/930-4930
Orders/Product Information
800/431-3000, FAX 800/859-8889

Please Pay From Invoice
Terms: Net 30 Days
A minimum late charge of $2.00 or 1.5% per month (18% per year) is charged on past due invoices.

HD Supply Facilities Maintenance, Ltd. Federal ID 52-2416852

Invoice Date	Invoice Number
05/17/2016	9145803530

Customer Number	Ordered By	Authorized By	Order Number	Purchase Order Number
5939192	KAY CLABAULT		W111606205	AOF 000039

Ship To:

OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

OPTION CARE
626 GRASSMERE PARK, # 22
NASHVILLE TN 37211-3658

Stock Number	Description	GL Account	Ordered	Shipped	Unit Price	Unit	Extension
531036	Danby 3.2 Cu Ft Refrigerator Black	3613	1	1	295.00	EA	295.00
724983	Sled Base Polyprop Stk Chr, Black	8651	2	2	75.00	EA	150.00

GM Approval
Vendor ID# 3854
GL Account 160090
GL Sub-Account 530-01-xxx
Amount 486.17

Ship Date	Sub Total
05/17/2016	445.00
Pkg Count 1	Sales Tax 41.17
Weight 66.19 LB	Freight 0.00
DLVR1	TOTAL 486.17

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Question? Call Robin Miller at 800-798-8888 or email ROBIN.MILLER2@hdsupply.com

Continued...

HD SUPPLY
FACILITIES MAINTENANCE

Invoice Number: 9145803530
Amount Due: 486.17
Date Due: 06/16/2016

For proper credit to your account, please do not staple check to remittance form.

Amount Paid: _____

Please return this portion with payment.

Thank you for your order.

☐ If amount paid differs from amount due, please check and explain on back

Mail To:

5939192
OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

HD Supply Facilities Maintenance, Ltd.
P.O. Box 509058
San Diego, CA 92150-9058

1 0 0005939192 9145803530 0000000000486617 3

SUPPLY
FACILITIES MAINTENANCE

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Login Token: PRS HPM FXV

GL Summary

JUN 19 '18 PM 12:57

PO Box 509058 • San Diego, CA 92150-9058

Please Pay From Invoice
Terms: Net 30 Days
A minimum late charge of $2.00 or 1.5% per month (18% per year) is charged on past due invoices.

Credit/Account Information
800/798-8888, FAX 800/930-4930
Orders/Product Information
800/431-3000, FAX 800/859-8889

HD Supply Facilities Maintenance Ltd. Federal ID 52-2418852

Invoice Date	Invoice Number
05/17/2018	9145803630

Customer Number	Ordered By	Authorized By	Order Number	Purchase Order Number
5939192	KAY CLABAULT		W111606205	AOF 000039

Ship To:

OPTION CARE
11980 TELEGRAPH RD STE 102
SANTA FE SPRINGS CA 90670-6087

OPTION CARE
626 GRASSMERE PARK, # 22
NASHVILLE TN 37211-3658

G/L Account	Description	Item Amount	Tax	Freight	Net Amount
3613	Refrigerators	295.00	27.29	0.00	322.29
8861	Banquet Furniture	150.00	13.88	0.00	163.88

Ship Date 05/17/2018	Sub Total 445.00
Pkg Count 1	Sales Tax 41.17
Weight 66.19 LB	Freight 0.00
DLVR1	TOTAL 486.17

This is a summary page for your convenience.

Note: Our enhanced G/L category summary now includes allocation of taxes and freight charges, if applicable.

Question? Call Robin Miller at 800-798-8888 or email ROBIN.MILLER2@hdsupply.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-Account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 8 (06/03/15) (Accounting will provide this upon final process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	
Asset Type				$	
Asset Type				$	
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator
Name: Kay Clabault Signature: [illegible] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [illegible] Date: 10/1/15

Vice President of Operations
Name: Lori Zsilek Signature: [illegible] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [illegible] Date: 8-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: Date:

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purle Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/13/15

InterMetro Industries Corporation
651 North Washington Street
Wilkes-Barre, PA 18705
(570)825-2741

INVOICE

PLEASE REMIT TO:
INTERMETRO INDUSTRIES CORP.
PO BOX 93730
CHICAGO, IL 60673-3730

S O L D T O
OPTION CARE
1411 LAKE COOK RD.
DEERFIELD, IL
60015

Invoice No R **11235035** **Page No. 1**
D U N S 00-303-2752 Date **5/4/2016**
Customer Order No. **TNOPTIONCARE**

S H I P T O
OPTION CARE
624 GRASSMERE PARK
SUITE 22
NASHVILLE, TN
37211

TERMS: 1% 10, NET 30 DAYS

Customer **230511799** Acknowledgement **TDC11253169** Partial or Final Shipment Salesperson 517

Quantity	Catalogue No & Description		Unit Price	% Disc	Net Amount
40	A2448NC	24X48 SASES SHELF - CHROME	$ 35.00		$ 1,400.00
32	63P	63P 63" CHROME POST	$ 8.05		$ 257.60
2	2448CI-4	4/PACK CLEAR SHF INLAY	$ 29.93		$ 59.86
12	WTC307FC	WK CTR (MSTR PK)	$ 540.60		$ 6,487.20
24	1260CHC	HD CANTILEVERED SHF	$ 36.05		$ 865.20
55	A2448NC	24X48 SASE SHELF - CHROME	$ 35.00		$ 1,925.00
44	63UP	63" CHROME OST CAP ONLY	$ 8.05		$ 354.20
22	5M	SWIVEL CASTER W/BMPR	$ 10.68		$ 234.96
22	5MB	BRAKE CASTER W/BMPR	$ 12.78		$ 281.16
3	2448CI-4	4/PACK CLEAR SHF INLAY	$ 29.93		$ 89.79
2	5MB	BRAKE CASTER W/BMPR	$ 12.78		$ 25.56
2	5M	SWIVEL CASTER W/BMPR	$ 10.68		$ 21.36
4	63UP	63" CHROME OST CAP ONLY	$ 8.05		$ 32.20
4	1848NC	18X48 SES SHELF - CHROME	$ 26.43		$ 105.72
1	1848CI-4	4/PACK CLEAR SHF INLAY	$ 28.53		$ 28.53
4	MWT307FS	MOB WK CTR (MSTR PK)	$ 818.76		$ 3,275.04
2	MWT306FS	MOB WK CTR (MSTR PK)	$ 771.80		$ 1,543.60
1	GB1636S	GOWNING BENCH, 16X36X18 SS	$ 418.20		$ 418.20
1	MW208	24X36 UTCT 3-SSTLS MSTPK	$ 394.45		$ 394.45

No merchandise may be returned without written permission

I:\FINUSERS\SHARED\INVOICE

GM Approval See attached
Vendor ID# 4385

GL Account	GL Sub-Account	Amount
16090	530-01-[illegible]	19981.81

InterMetro Industries Corporation
651 North Washington Street
Wilkes-Barre, PA 18705
(570)825-2741

INVOICE

PLEASE REMIT TO:
INTERMETRO INDUSTRIES CORP.
PO BOX 93730
CHICAGO, IL 60673-3730

SOLD TO
OPTION CARE
1411 LAKE COOK RD.
DEERFIELD, IL
60015

Invoice No R **11235035** **Page No. 1**
D U N S 00-303-2752 Date **5/4/2016**
Customer Order No. **TNOPTIONCARE**

SHIP TO
OPTION CARE
624 GRASSMERE PARK
SUITE 22
NASHVILLE, TN
37211

TERMS: 1% 10, NET 30 DAYS

Customer **230511799** Acknowledgement **TDC11253169** Partial or Final Shipment Salesperson **517**

Quantity	Catalogue No & Description	Unit Price	% Disc	Net Amount
	FREIGHT & HANDLING			**$ 535.71**
	COUNTY TAX 2.25%			**$ 400.49**
	STATE TAX 7%			**$ 1,245.97**

$19,981.81

No merchandise may be returned without written permission

I:\FINUSERS\SHARED\INVOICE

Hoch, Kyle

From: Clabault, Kay
Sent: Friday, July 15, 2016 6:19 PM
To: Hoch, Kyle
Subject: Nashville Invoices for Approval
Attachments: OPTION CARE INVOICE.PDF; Nashville Order Invoice.pdf

Kyle, attached are invoices approved against the AOF. I've routed a revised CAPA to Steve for Approval.

Dietary Equipment – 2,947.10
Metro – 19,981.81

Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zaitek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Puric Signature: Date:

Accounting
Name: [illegible] Signature: [signature] Date: 10/21/15

INTERMETRO INDUSTRIES CORPORATION
651 N. WASHINGTON ST.
WILKES-BARRE, PA 18705
PHONE: 800-992-1776
FAX: 800-638-9263

METRO

Invoice

PLEASE NOTE OUR REMIT TO HAS CHANGED:
Intermetro Industries Corporation
75 Remittance Drive Dept 3044
Chicago, IL 60675-3044

Bill To :
OPTION CARE
1411 LAKE COOK RD
Deerfield IL
60015
United States

Invoice #: 11257400 **Page 1 of 1**
Invoice Date: 29-JUN-16
Date Shipped: 29-JUN-16
Purchase Order: AOF#000039
Terms: 1%/10, NET 30

Ship To :
OPTIONCARE
624 GRASSMERE PARK
SUITE 22
NASHVILLE TN
37211
United States

Customer #: 2300551799
Pro Number:
Carrier Name: FEDERAL EXPRESS CORPORATION

Acknowledgement: TDC 11293854 FINAL H H 517H 414H

Quantity	Catalog No. & Description	Unit Price	% Disc.	Net Amount
	MK: ********** HOT RUSH ********** MK: NP517062401CL			
1	MW208 24X36 UTCT 3-SSTLS MSTPK	1,262.00	50% 25%	473.25
	FREIGHT & HANDLING			38.51
	County Tax 2.25 % State Tax 7.00 %			11.52 35.81
			NET AMOUNT PAYABLE IN USD	559.09

Cash discount of 4.73 if paid by 09-JUL-16

Original Invoice No merchandise may be returned without written permission

GM Approval See attached
Vendor ID# 4383
GL Account 16090 GL Sub-Account 53.01.00 Amt 559.09

Hoch, Kyle

From: Clabault, Kay
Sent: Friday, July 01, 2016 2:54 PM
To: Hoch, Kyle
Subject: Nashville OPTION CARE
Attachments: 3634488.pdf

Kyle, this invoice can be processed against the AOF for Nashville. Thank you.

Have a great 4th of July! Be safe.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (05/15/2015) (Accounting will provide after approval process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	-
Asset Type				$	-
Asset Type				$	
Asset Type				$	-
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zaitek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastrapa Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purtz Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/31/15

1609- WIP

LK design group
architecture · planning · interiors
16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 2/1/16
Invoice #: 12263

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(90% of Lump Sum Invoiced)

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	1/8/16	45.00	$2.50	$112.50
Plots (12 x 18)	1/12/16	3.00	$2.50	$7.50
Plots (12 x 18)	1/19/16	2.00	$2.50	$5.00
Plots (24 x 36)	2/2/16	1.00	$5.00	$5.00
Fed Ex	12/16/15	1.00	$24.42	$24.42
Lone Star Reprographics	1/12/16	1.00	$41.96	$41.96

Sub Total	**$196.38**
0.10	**$19.64**
Total for Reimbursable	**$216.02**
Total Amount Due	**$216.02**

GM Approval
Vendor ID# 3363

GL Account	GL Sub-Account	Amount
16010	530-01-001	216.02

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08152016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 300037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	**Signature:** K Clabault	**Date:** 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	**Signature:**	**Date:**	
Chief Information Officer			
Name:	**Signature:**	**Date:**	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	**Signature:** Julie Koenig	**Date:** 10/1/15	
Vice President of Operations			
Name: Lori Zsitek	**Signature:** [illegible]	**Date:** 10/1/15	
Chief Financial Officer			
Name: Mike Shapiro	**Signature:** [illegible]	**Date:** 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	**Signature:** [illegible]	**Date:** 10/1/15	
Board of Directors			
Name:	**Signature:**	**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	**Signature:**	**Date:**	
Accounting			
Name: [illegible]	**Signature:** [illegible]	**Date:** 10/21/15	

530-70016

LK

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16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 6/7/16
Invoice #: 12520

Bill To: **Mr. Steve Paulson**
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(95% of Lump Sum Invoiced)

Services	Date	Quantity	Rate	Total
Lump Sum		5%	$72,500.00	$3,625.00

Sub Total **$3,625.00**

Reimbursable	Date	Quantity	Rate	Total
Copies	May	4.00	$0.20	$0.80
Plots (12 x 18)	5/11/16	6.00	$2.50	$15.00
TTG Engineers	5/31/16	1.00	$517.62	$517.62

Sub Total **$533.42**
0.10 **$53.34**
Total for Reimbursable **$586.76**

Total Amount Due **$4,211.76**

GM Approval 6/23
Vendor ID# 3363

GL Account	GL Sub-Account	Amount
16090	530.01601	3625.00
64010	001.00.158	586.76

Hoch, Kyle

From: Clabault, Kay
Sent: Thursday, June 09, 2016 8:39 AM
To: Hoch, Kyle
Subject: FW: LK Nashville June Invoices - Option Care
Attachments: INV 12520 - Nashville, TN.pdf

Approved.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Clabault, Kay
Sent: Wednesday, June 08, 2016 5:11 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: LK Nashville June Invoices - Option Care

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Melissa Flores [mailto:melissa.f@lkdesigngroup.com]
Sent: Wednesday, June 08, 2016 5:01 PM
To: Paulson, Steve <steve.paulson@optioncare.com>; Clabault, Kay <kay.clabault@optioncare.com>
Cc: Lynn Peters <lynn.p@lkdesigngroup.com>
Subject: Invoices - Option Care

Steve and Kay,

Please see the attached eleven invoices for services in May for Option Care projects

Thank you,

Melissa Flores

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16010 Via Shavano | San Antonio, Texas 78249
Main: 210.824.8825 ext 109
melissa.f@lkdesigngroup.com | www.lkdesigngroup.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	100037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault **Signature:** [signature] **Date:** 8/31/15

General Manager or Dept Head
Name: Steven Paulson **Signature:** **Date:**

Chief Information Officer
Name: **Signature:** **Date:**

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig **Signature:** [signature] **Date:** 10/1/15

Vice President of Operations
Name: Lori Zaitek **Signature:** [signature] **Date:** [illegible]

Chief Financial Officer
Name: Mike Shapiro **Signature:** [signature] **Date:** 9-30-15

Chief Executive Officer
Name: Paul Mastropa **Signature:** **Date:** [illegible]

Board of Directors
Name: **Signature:** **Date:**

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purle **Signature:** **Date:**

Accounting
Name: [illegible] **Signature:** [illegible] **Date:** 10/01/15

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[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 7/6/16
Invoice #: 12593

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(100% of Lump Sum Invoiced)

FINAL INVOICE

Reimbursable	Date	Quantity	Rate	Total
Site Visit - Transportation	6/22/16	1.00	$40.00	$40.00
Site Visit - Dining	6/22/16	1.00	$8.49	$8.49
Site Visit - Airfare	6/8/16	1.00	$745.96	$745.96

Sub Total	**$794.45**
0.10	**$79.45**
Total for Reimbursable	**$873.90**
Total Amount Due	$873.90

GM Approval See attached
Vendor ID# 3363

GL Account	GL Sub-Account	Amount
16090	530.01001	873.90

Hoch, Kyle

From: Clabault, Kay
Sent: Monday, July 11, 2016 12:35 PM
To: Hoch, Kyle
Subject: Nashville, TN LK Design invoice
Attachments: INV 12593 - Nashville, TN.pdf

Final LK invoice for Nashville. Approved.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Melissa Flores [mailto:melissa.f@lkdesigngroup.com]
Sent: Wednesday, July 06, 2016 5:21 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; Paulson, Steve <steve.paulson@optioncare.com>
Cc: Lynn Peters <lynn.p@lkdesigngroup.com>
Subject: Option Care - Nashville, TN invoice

Kay,

Attached is the final invoice for Option Care – Nashville, TN. We do not have any remaining items to bill for the San Antonio project.

We will send the remaining invoices tomorrow.

Thank you,

Melissa Flores

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16010 Via Shavano | San Antonio, Texas 78249
Main: 210.824.8825 ext 109
melissa.f@lkdesigngroup.com | www.lkdesigngroup.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2014)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name:	Kay Clabault	**Signature:** [illegible]	**Date:** 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	**Signature:**	**Date:**
Chief Information Officer			
Name:		**Signature:**	**Date:**
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	**Signature:** Julie Koenig	**Date:** 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	**Signature:** [illegible]	**Date:** 10/1
Chief Financial Officer			
Name:	Mike Shapiro	**Signature:** [illegible]	**Date:** 9-30-15
Chief Executive Officer			
Name:	Paul Mastropo	**Signature:**	**Date:** [illegible]
Board of Directors			
Name:		**Signature:**	**Date:**

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Purle	**Signature:**	**Date:**
Accounting			
Name:	[illegible]	**Signature:** [illegible]	**Date:** 10/01/15

530-70006

LK

16010 Via Shavano San Antonio, Texas 78249
(tel) 210-824-8825 (fax) 210-824-4150

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INVOICE

Date: 5/1/16
Invoice #: 12456

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(90% of Lump Sum Invoiced)

Services	Date	Quantity	Rate	Total
Lump Sum		5%	$72,500.00	$3,625.00
Hourly Additional Services - Plan Revisions				
Harris	3/7-3/11	0.25	$178.00	$44.50
Sub Total				**$3,669.50**

Reimbursable	Date	Quantity	Rate	Total
Copies	March	5.00	$0.20	$1.00
Plots (8.5 x 11)	3/2/16	4.00	$0.50	$2.00
Sub Total				**$3.00**
0.10				**$0.30**
Total for Reimbursable				**$3.30**

Total Amount Due $3,672.80

GM Approval
Vendor ID# 3363
GL Account 16070 69010
GL Sub-Account 530-00-000 003-00-152
Amount 3669.50 3.30

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/16/2016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 300037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaltek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [signature]	Date: 10/1/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

WIP- 16090

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[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 12/1/15
Invoice #: 12152

GM Approval See attached
Vendor ID# 3363

GL Account	GL Sub-Account	Amount
16070	530-01-001	28,281.25

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(50% of Lump Sum Invoiced)

Services	Date	Quantity	Rate	Total
Hourly Services - Site Verification/As Builts				
Harris	11/2-11/6	14.50	$178.00	$2,581.00
Smalley	11/16-11/20	3.00	$48.00	$144.00
Smalley	11/9-11/13	0.75	$48.00	$36.00
Smalley	11/2-11/6	2.50	$48.00	$120.00
Castilla	11/2-11/6	18.00	$110.00	$1,980.00
Castilla	11/16-11/20	4.50	$110.00	$495.00
Lump Sum		30%	$72,500.00	$21,750.00
Sub Total				**$27,106.00**

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	11/24/15	9.00	$2.50	$22.50
Site Trip - Airline	10/21/15	1.00	$855.90	$855.90
Site Trip - Meals	11/2/15	1.00	$27.49	$27.49
Site Trip - Car	11/2/15	1.00	$142.39	$142.39
Lone Star Reprographics	12/1/15	1.00	$20.13	$20.13
Sub Total				**$1,068.41**
0.10				**$106.84**
Total for Reimbursable				**$1,175.25**

Total Amount Due $28,281.25

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, January 20, 2016 5:27 PM
To: Hoch, Kyle
Subject: FW: Invoice Approvals
Attachments: Architecture 12-1-15.pdf; Architecture 12-1-15.pdf; Architecture 12-1-15.pdf; Architecture 12-1-15.pdf; ArchitectureTemp Clean Room 12-1-15.pdf

All approved. I thought I had already sent these to you, but I didn't find it in the email folder.

Thank you,

Kay Clabault
kay.clabault@optioncare.com
C (414) 870-7248

From: Hoch, Kyle
Sent: Wednesday, January 20, 2016 4:44 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: Invoice Approvals

Hi Kay-

Please see the attached 5 invoices for your approval-

LK Design Invoice # 12152 for $28,281.25 for Nashville, TN. This would be processed under your Nashville AOF with GL Code 16070 with your approval.

LK Design Invoice # 12156 for $25,919.87 for Columbus, OH. This would be processed under your Columbus AOF with GL Code 16070 with your approval.

LK Design Invoice # 12151 for $1666.52 for San Antonio, TX. This would be processed under your San Antonio AOF with GL Code 16070 with your approval.

LK Design Invoice # 12160 for $259.00 for Louisville, KY. This would be processed under your Louisville AOF with GL Code 16070 with your approval.

LK Design Invoice # 12166 for $1569.00 for San Antonio, TX. This would be processed under your San Antonio AOF with GL Code 16070 with your approval.

Let me know if there is anything that I would need to adjust. Thank you.

Kyle Hoch
Facilities Services Coordinator
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (217)621-5248

16090-WIP

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16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 1/1/16
Invoice #: 12206

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(80% of Lump Sum Invoiced)

Services	Date	Quantity	Rate	Total
Lump Sum		10%	$72,500.00	$7,250.00
Sub Total				**$7,250.00**

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	12/9/15	14.00	$2.50	$35.00
Fed Ex	12/1/15	1.00	$24.42	$24.42
TTG Site Trip	12/16/15	1.00	$1,815.28	$1,815.28
Site Trip - Meals	11/2/15	1.00	$24.18	$24.18
Site Trip - Parking	11/3/15	1.00	$11.00	$11.00
Lone Star Reprographics	12/16/15	1.00	$23.19	$23.19
Copies	December	16.00	$0.20	$3.20
Sub Total				**$1,936.27**
0.10				**$193.63**
Total for Reimbursable				**$2,129.90**
Total Amount Due				**$9,379.90**

GM Approval See attached
Vendor ID# 3343

GL Account	GL Sub-Account	Amount
16070	530-01-001	9,379.90

SP

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, January 06, 2016 11:56 AM
To: Hoch, Kyle
Subject: FW: Nashville Invoice Option Care
Attachments: INV 12206 - Nashville, TN (Grassmere).pdf

Kyle, this invoice is approved and can be processed. Thank you.

Kay Clabault
kay.clabault@optioncare.com
C (414) 870-7248

From: Clabault, Kay
Sent: Tuesday, January 05, 2016 7:15 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: Nashville Invoice Option Care

Kay Clabault
kay.clabault@optioncare.com
C (414) 870-7248

From: Melissa Flores [mailto:melissa.f@lkdesigngroup.com]
Sent: Tuesday, January 05, 2016 8:47 AM
To: Clabault, Kay <kay.clabault@optioncare.com>; Paulson, Steve <steve.paulson@optioncare.com>
Cc: Lynn Peters <lynn.p@lkdesigngroup.com>
Subject: Invoices for Option Care

Steve/Kay,

Please see the attached twelve invoices for services in December for Option Care projects.

Thank you,

Melissa Flores

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16010 Via Shavano | San Antonio, Texas 78249
Main: 210.824.8825 ext 109
melissa.f@lkdesigngroup.com | www.lkdesigngroup.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zallek	Signature: [signature]	Date: 10/7/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [signature]	Date: 10/9/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [signature]	Signature: [signature]	Date: 10/21/15	

Saxton, Teresa

From: Clabault, Kay
Sent: Monday, October 05, 2015 6:11 PM
To: Paulson, Steve; Saxton, Teresa
Subject: RE: Approved Columbus AOF

If you scroll down in the emails, they both approved via email. I highlighted in yellow. Thank you.

Kay
C (414) 870-7248

From: Paulson, Steve
Sent: Monday, October 05, 2015 6:08 PM
To: Saxton, Teresa
Cc: Clabault, Kay
Subject: Re: Approved Columbus AOF

Mike signed off on a hard copy which I have in Deerfield. I'll check as Lori may have signed off too.

On Oct 5, 2015, at 5:59 PM, Saxton, Teresa <teresa.saxton@optionscare.com> wrote:

Hi Kay,

Lori and Mike Shapiro still have to sign off. I'm not sure where this got jammed up.

Teresa

From: Clabault, Kay
Sent: Sunday, October 04, 2015 2:39 PM
To: Saxton, Teresa
Cc: Paulson, Steve
Subject: FW: Approved Columbus AOF

Has this AOF been assigned a number yet? I have not received a copy. Thank you.

Kay
C (414) 870-7248

From: Puric, Alan
Sent: Wednesday, September 16, 2015 2:04 PM
To: Saxton, Teresa
Cc: Clabault, Kay; Paulson, Steve
Subject: FW: Approved Columbus AOF

Teresa,

Attached is the approved Columbus AOF ready to be entered into the capital system.

Thank You,
Alan

From: Clabault, Kay
Sent: Wednesday, September 16, 2015 1:41 PM
To: Puric, Alan
Cc: Paulson, Steve
Subject: Approved Columbus AOF

Alan, this has been approved by Lori, Julie, Steve and Mike, via their email chains. I believe Steve Paulson has a copy signed by Mike on his desk that he can route to you on Monday, unless you can sign and route with the email approvals.

Thank you so much for your help in routing this to accounting for assignment of a number.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

<image001.jpg>

From: Shapiro, Mike
Sent: Wednesday, September 16, 2015 1:35 PM
To: Clabault, Kay
Subject: FW: Columbus AOF

Apologies Kay, for some reason this went to my yahoo email account and just picked up. I approve.

From: Mike Shapiro [mailto:mike_shapiro19@yahoo.com]
Sent: Tuesday, September 15, 2015 8:29 PM
To: Shapiro, Mike
Subject: FW: Columbus AOF

Sent from Yahoo Mail for iPhone

---- Begin Forwarded Message ----
From: Clabault, Kay
Date: Sep 15, 2015, 8:26:58 PM
To: Mike Shapiro, Koenig, Julie
CC: Puric, Alan, Zsitek, Lori, Paulson, Steve
Subject: Columbus AOF

All, the attached AOF has been approved by Steve Paulson and Lori, could I please obtain the balance of the approvals so it can be routed to accounting.

JAN 9 '17 PM 12:57

Thank you.

Kay

C (414) 870-7248

From: Zaitek, Lori
Sent: Tuesday, September 01, 2015 7:49 PM
To: Paulson, Steve
Cc: Mike Shapiro; Koenig, Julie; Clabault, Kay
Subject: Re: Columbus AOF

Approved

Sent from my iPad

On Sep 1, 2015, at 9:12 PM, Paulson, Steve <steve.paulson@optioncare.com> wrote:

> Mike, Lori and Julie:
>
> Attached for your approval is the AOF for the new/expanded cleanroom and branch renovation in Columbus to accommodate the consolidation of the CSI office.
>
> Please approve when you have a chance.
>
> Steve
>
> Steve Paulson
>
> **Option Care**
>
> 1411 Lake Cook Road
>
> Deerfield, IL 60015
>
> C (262) 226-0251

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16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8625 [fax] 210-824-4150

INVOICE

Date: 11/1/15
Invoice #: 12092

Bill To: Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)

Services	Date	Quantity	Rate	Total
Hourly Additional Services - Coordination with owner and security				
Harris	10/5-10/9	2.50	$178.00	$445.00
Harris	10/12-10/16	1.50	$178.00	$267.00
Harris	10/19-10/23	1.00	$178.00	$178.00
Lump Sum		50%	$72,500.00	$36,250.00
Sub Total				**$37,140.00**

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	10/30/15	8.00	$2.50	$20.00
Plots (24 x 36)	10/30/15	2.00	$5.00	$10.00
Sub Total				**$30.00**
0.10				**$3.00**
Total for Reimbursable				**$33.00**
Total Amount Due				$37,173.00

GM Approval [illegible]
Vendor ID # [illegible]
GL Account 16070 GL Sub-Account [illegible] Amount $37,173.00

Barrett, Jason

From:	Clabault, Kay
Sent:	Friday, November 06, 2015 1:29 PM
To:	Barrett, Jason
Subject:	Nashville LK Invoice November
Attachments:	INV 12092 Option Care Nashville, TN (Grassmere).pdf; AOF 000039 Vanderbilt JV Relo Project.pdf
Categories:	Red category

Jason, can you please process this invoice, it is approved. The AOF is also attached.

Sub account 530, G/L account 16070

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

option care

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (09/16/2016) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity		Cost
Leasehold Improvements	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	-
Asset Type				$	-
Asset Type				$	-
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	-

Approvals

Project Originator Name: Kay Clabault	Signature: [signature]	Date: 8/31/15
General Manager or Dept Head Name: Steven Paulson	Signature:	Date:
Chief Information Officer Name:	Signature:	Date:
Area Vice President or Corporate Vice President or Director Name: Julie Koenig	Signature: [signature]	Date: 10/1/15
Vice President of Operations Name: Lori Zaitek	Signature: [signature]	Date: 10/16
Chief Financial Officer Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15
Chief Executive Officer Name: Paul Mastrapa	Signature: [signature]	Date: [illegible]
Board of Directors Name:	Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance Name: Alex Puric	Signature:	Date:
Accounting Name: [illegible]	Signature: [signature]	Date: 10/21/15

39

LK design group
architecture · planning · interiors
16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 3/8/16
Invoice #: 12332

Bill To: **Mr. Steve Paulson**
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Nashville, TN (624 Grassmere II - Suite 22)
(90% of Lump Sum Invoiced)

Services	Date	Quantity	Rate	Total
Lump Sum		0%	$72,500.00	$0.00
Sub Total				**$0.00**

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	2/9/16	2.00	$2.50	$5.00
Plots (12 x 18)	2/10/16	16.00	$2.50	$40.00
TTG - Traveling Expenses	2/5/16	1.00	$20.83	$20.83

Sub Total	**$65.83**
0.10	**$6.58**
Total for Reimbursable	**$72.41**
Total Amount Due	**$72.41**

GM Approval SKFL 3-11
Vendor ID# 3363

GL Account	GL Sub-Account	Amount
16070	530-01-001	72.41

TTG

INVOICE

TTG ENGINEERS, 300 North Lake Avenue, 14th Floor, Pasadena, CA 91101 T: 626.463.2800 F: 626.463.2801 www.ttgcorp.com

RECEIVED
FEB
LK DESIGN GROUP INC.

Remittance Address:
TTG ENGINEERS, INC.
14755 Preston Rd., Ste 845
Dallas, TX 75254

LK DESIGN GROUP, INC.
16010 VIA SHAVANO
SAN ANTONIO, TX 78249

January 19, 2016
Project 1540357.00
Invoice No: 105854

LKDG# 15095

Project 1540357.00 Option Care - Nashville, Tennessee

LKDG Project #15095

Email:Melissa Flores (melissa.f@lkdesigngroup.com)

Professional Services thru December 31, 2015

Reimbursable Expenses

Billable Reimbursable Exp - Traveling		$18.94	
Total Reimbursables	**1.1 times**	**$18.94**	**$20.83**

Total this Invoice

Outstanding Invoices

Number	Date	Balance

JESSE GARCIA, P.E. TTG
ENGINEERS, INC.

If you have any questions or concerns regarding this invoice, please contact Gwen Hawkins at 214-485-6419 or ghawkins@ttgcorp.com

Billing Backup

Tuesday, January 19, 2016
3:34:26 PM

Invoice <Draft> Dated 1/19/2016

Project 1540357.00 Option Care - Nashville, Tennessee

Reimbursable Expenses

Billable Reimbursable Exp - Traveling

EX	00005590	11/3/2015	Orton, Andrew / PARKING		18.94	
		Total Reimbursables		**1.1 times**	**18.94**	**20.83**

Total this Project **$20.83**

Total this Report **$20.83**

Hoch, Kyle

From: Clabault, Kay
Sent: Tuesday, March 08, 2016 6:50 PM
To: Hoch, Kyle
Subject: FW: Nashville LK Invoices February
Attachments: INV 12332 - Nashville, TN.pdf

Kyle, this invoice is approved and ok to process for payment against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Clabault, Kay
Sent: Tuesday, March 08, 2016 4:58 PM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: Nashville LK Invoices February

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Melissa Flores [mailto:melissa.f@lkdesigngroup.com]
Sent: Tuesday, March 08, 2016 4:48 PM
To: Paulson, Steve <steve.paulson@optioncare.com>; Clabault, Kay <kay.clabault@optioncare.com>
Cc: Lynn Peters <lynn.p@lkdesigngroup.com>
Subject: Option Care Invoices

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/05/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity		Cost
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	-
Asset Type				$	-
Asset Type				$	
Asset Type				$	-
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator			
Name:	Kay Clabault	Signature: [signature]	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: [signature]	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zeltek	Signature: [signature]	Date: 10/1/15
Chief Financial Officer			
Name:	Mike Shapiro	Signature: [signature]	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature: [signature]	Date: 10/1/15
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Puric	Signature:	Date:
Accounting			
Name:	[illegible]	Signature: [signature]	Date: 10/21/15

16070 - 000039

LK [illegible]
architecture · planning · interiors
16010 Via Shavano San Antonio, Texas 78249
[tel] 210-824-8825 [fax] 210-824-4150

INVOICE

Date: 10/6/15
Invoice #: 12039

Bill To:
Mr. Steve Paulson
Option Care
1411 Lake Cook Road
MS #L321
Deerfield, IL 60015

Project No: #15095
Project: Option Care – Brentwood, TN (624 Grassmere II - Suite 22)

Services	Date	Quantity	Rate	Total
Schematic Design				
Harris	9/7-9/11	1.25	$178.00	$222.50
Sub Total				**$222.50**

Reimbursable	Date	Quantity	Rate	Total
Plots (12 x 18)	8/4/15	4.00	$2.50	$10.00
Sub Total				**$10.00**
0.10				**$1.00**
Total for Reimbursable				**$11.00**
Total Amount Due				$233.50

GM Approval see attached
Vendor ID# 530 LKDESI

GL Account	GL Sub-Account	Amount
16070	530 01-001	233.50

Barrett, Jason

From:	Clabault, Kay
Sent:	Monday, October 12, 2015 10:08 AM
To:	Barrett, Jason
Cc:	Paulson, Steve
Subject:	LK Design
Attachments:	INV 12048 Option Care Louisville, KY.pdf; INV 12057 Option Care San Antonio, TX (Temp CR).pdf; INV 12038 Option Care San Antonio, TX.pdf; INV 12039 Option Care Brentwood, TN (Grassmere).pdf; INV 12045 Option Care East Berlin, CT.pdf
Categories:	Red category

Jason, the attached LK Design invoices are approved for payment.

Can you please code, and process these as Professional Fees.

Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

option care

Support Documentation

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08/18/2014)
New Office? NO 630	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: 10/2/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastropa	Signature: [signature]	Date: 10/9/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purlc	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/21/15	

Invoice 110987569M

Protection1.com

Account Number	Invoice Date	Payment Due Date	Site Number	Amount Due
61071825	7/25/2016	8/19/2016	200228905	$128,663.66

GM Approval SETH
Vendor ID# 3686
GL Account 16090 GL Sub-Account 5300-001 Amount 128,663.66

Description	OPTION CARE #90006 624 GRASSMERE PARK DRIVE	Amount
Job # 160406637	Avigilon IP- CCTV	
Sales Tax - $ 2,732.07		
Job Total		$ 32,268.16
Job # 160406634	AiPhone Intercom	
Sales Tax - $ 395.83		
Job Total		$ 4,675.12
Job # 160406635	AMAG Access Control	
Sales Tax - $ 2,339.59		
Job Total		$ 27,632.44
Job # 160406638	Bosch Intrusion	
Sales Tax - $ 1,166.26		
Job Total		$ 13,774.46
Job # 160406639	Option Care Branch Network	
Sales Tax - $ 1,540.69		
Job Total		$ 18,196.44
Job # 160406641	Panasonic Temperature Monitoring	
Sales Tax - $ 1,345.04		
Job Total		$ 15,885.94
Job # 160406643	PATIENT PENDANTS	
Sales Tax - $ 334.77		
Job Total		$ 3,954.07
Job # 160627754	Pharmacy IP CCTV	
Sales Tax - $ 923.45		
Job Total		$ 10,906.71
Job # 160661592	Fire Monitoring	
Sales Tax - $ 116.02		
Job Total		$ 1,370.32

Save a stamp!
Pay online at
www.protection1.com/mybill
or call 1-800-506-3535

Questions?
Call Toll-Free:
1-800-642-2874

Hearing Impaired:
1-800-395-6137

Email:
P1@Protection1.com

www.protection1.com

Thank you for choosing Protection 1

Please detach this portion and send with your payment.

Invoice Number	110987569M
Account Number	61071825
Invoice Date	7/25/2016
Payment Due Date	8/19/2016
Amount Due	$128,663.66

Amount Enclosed: $

PO Box 49292 · Wichita, KS 67201

☐ Please check box if your billing address has changed and indicate changes on back

A BETTER CHOICE FOR YOU℠

OPTION CARE
1411 LAKE COOK ROAD

DEERFIELD IL 60015

PROTECTION ONE ALARM MONITORING, INC.
PO BOX 872987
KANSAS CITY MO 64187-2987

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08/18/2010)
New Office? NO 530	Vanderbilt JV	(Accounting will provide the approval process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault Signature: [illegible] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: Julie Koenig Date: 10/1/15

Vice President of Operations
Name: Lori Zaitek Signature: [illegible] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [illegible] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastropietro Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Puric Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/30/15

530-70017

Royce Rolls Ringer Company

Royce Rolls Ringer Co.
16 Riverview Terrace
Grand Rapids, MI 49505 -6245

Invoice

Date	Invoice #
5/16/2016	90421

Bill To	Ship To
OPBAN0 OPTION CARE 3000 LAKESIDE DR STE 300-N BANNOCKBURN, IL 60015	OPTION CARE 624 GRASSMERE PARK DR SUITE 22 / ATTN KAY CLABAULT NASHVILLE, TN 37211

P.O. Number	Terms	Due Date	Ship	Via	F.O.B	Contact and Ph.
KAY CLABAULT		5/16/2016	4/20/2016	UPS		KAY# 414-870-7248

Quantity	Item Code	Description	Price Each	Amount
1	MED24	Large Stainless Steel Locking Storage Cabinet 24" x 20" x 36" **MOUNTING HOLES IN BOTTOM CORNERS**	866.50	866.50
1	FREIGHT		104.42	104.42
		Out-of-state sale, exempt from sales tax	0.00%	0.00

GM Approval Syed Ahmad
Vendor ID# NEW VENDOR

GL Account	GL Sub-Account	Amount
16090	530-01-001	970.92

800-253-9638
www.RoyceRolls.net

Thank you from Royce Rolls *Net 30 Days*

Total $970.92

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/16/2015)
New Office? NO 530	Vanderbilt JV	(Account no will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	**$ 1,400,000.00**

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	**Signature:** [signature]	**Date:** 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	**Signature:**	**Date:**	
Chief Information Officer			
Name:	**Signature:**	**Date:**	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	**Signature:** [signature]	**Date:** 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	**Signature:** [signature]	**Date:** [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	**Signature:** [signature]	**Date:** 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	**Signature:** [signature]	**Date:** [illegible]	
Board of Directors			
Name:	**Signature:**	**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purlo	**Signature:**	**Date:**	
Accounting			
Name: [illegible]	**Signature:** [signature]	**Date:** 10/21/15	

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/01/16	DET 1038034	8040790128
PLEASE PAY BY	TERMS	AMOUNT DUE
10/01/16	Net 30 Days	1074.74

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3313741273
Order : 143167066-003-003
Ordered By : KAY CLAUBAULT
Order Date : 8/30/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	421102	Versant HHCT01 Single Set Leg	2	0	EA	2	491.87	983.74

Freight: .00 Tax:(9.2500 %) 91.00 Sub-Total: 983.74
Total: 1074.74

Backorder of 0143167066

GM Approval SLR
Vendor ID# 0126

GL Account	GL Sub-Account	Amount
16070	530-00-002	1074.74

JAN 3 '17 PM12:57

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No. Version 3 (06162016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [illegible]	Date: 10/1/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [illegible]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [illegible]	Date: 10/1/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [illegible]	Date: 10/21/15	

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE

Staples Business Advantage

Federal ID #:04-3390816

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Bill to Account: 1060362

Ship to Account: 624GRASSMERE

GM Approval SRL
Vendor ID# 0125

GL Account	GL Sub-Account	Amount
16090	530-01-001	118,972.02

Remittance Page of Summary Invoice

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02
PLEASE ENTER AMOUNT PAID		

Please send payment to:

Staples Advantage
Dept DET
PO Box 83689
Chicago, IL 60696-3689

DET80398898980118972029

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681680
Order : 144033391-000-003
Ordered By : KAY CLAUBAULT
Order Date : 4/08/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	421102	Ess Lat 36W 39-18H 3-12" Drws	3	0	EA	3	408.10	1224.30
2	421103	ENHANCED FURNITURE SERVICES	1	0	EA	1	100.00	100.00
3	421100	FREIGHT	1	0	EA	1	.00	.00

Freight: .00 **Tax:(9.2500 %)** 122.50 **Sub-Total:** 1324.30
Total: 1446.80

Backorder of 0144033391

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	421102	Access Mesh Wk Chr Basic	1	0	EA	1	251.92	251.92
2	421102	Versant Bariatric HHCB50 Singl	2	0	EA	2	729.25	1458.50
3	421102	Soothe Patient Recliner	2	0	EA	2	1700.03	3400.06
4	421102	Permanent-Wall Hanger Kit 65H	2	0	EA	2	24.94	49.88
5	421102	Sup Column 29-12Hx3 Dia for	1	0	EA	1	33.18	33.18
6	421102	Primary 24Dx48W T-Mold Eg Lam	1	0	EA	1	57.25	57.25
7	421102	Peninsula 30Wx72L T-Mold Eg	1	0	EA	1	135.98	135.98
8	421102	Tackboard 36W 18H	2	0	EA	2	32.75	65.50
9	421102	Tasklight welec Ballast for	2	0	EA	2	50.96	101.92
10	421102	Freestanding 11DX29-12H End	1	0	EA	1	32.75	32.75
11	421102	Freestanding 24DX29-12H End	1	0	EA	1	35.35	35.35
12	421102	Half Hgt 14Hx30W Mod Pnl	1	0	EA	1	30.80	30.80
13	421102	Half Hgt 14Hx48W Mod Pnl	1	0	EA	1	33.40	33.40
14	421102	Freestanding 24Dx29-12H Sup	1	0	EA	1	30.58	30.58
15	421102	Access Mesh Wk Chr Basic	1	0	EA	1	251.92	251.92
16	421102	Ess Lat 36W 28H 2-12" Drws Bev	1	0	EA	1	305.38	305.38
17	421102	Cambia Arc arm upholstered	2	0	EA	2	233.53	467.06
18	421102	15H x36W Flipper Door	2	0	EA	2	121.88	243.76

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
19	421102	Ess Mobile Ped BBF 26-78H	1	0	EA	1	123.40	123.40
20	421102	Hospitality Tbl Square Top w	2	0	EA	2	133.02	266.04
21	421102	Olson Stacker 4040 Series	2	0	EA	2	269.03	538.06
22	421102	Hospitality Tbl 3" Dia. Single	2	0	EA	2	95.81	191.62
23	421102	Access Mesh Wk Chr Basic	12	0	EA	12	251.92	3023.04
24	421102	Interlink IQ Elect Ganging	6	0	EA	6	34.64	207.84
25	421102	Huddle Post Leg Base	6	0	EA	6	138.58	831.48
26	421102	Huddle 24x60 Table Top	6	0	EA	6	147.13	882.78
27	421102	Access Mesh Wk Chr Basic	1	0	EA	1	251.92	251.92
28	421102	Versant Bariatric HHCB50 Singl	1	0	EA	1	729.25	729.25
29	421102	Versant HHCT01 Single Seat Leg	2	0	EA	2	491.87	983.74
30	421102	Occasional Laminate Occasional	1	0	EA	1	171.04	171.04
31	421102	Versant Bariatric HHCB50 Singl	1	0	EA	1	729.25	729.25
32	421102	Soothe Patient Recliner	1	0	EA	1	1700.03	1700.03
33	421102	Permanent-Wall Hanger Kit 65H	12	0	EA	12	24.94	299.28
34	421102	Sup Column 29-12Hx3 Dia for	8	0	EA	8	33.18	265.44
35	421102	Primary 24Dx42W T-Mold Eg Lam	1	0	EA	1	53.13	53.13
36	421102	Primary 24Dx48W T-Mold Eg Lam	7	0	EA	7	57.25	400.75

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

Ship to Account: 624GRASSMERE

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
37	421102	Primary 24Dx72W T-Mold Eg Lam	1	0	EA	1	80.24	80.24
38	421102	Peninsula 30Wx72L T-Mold Eg	7	0	EA	7	135.98	951.86
39	421102	Peninsula 36Wx72L T-Mold Eg	1	0	EA	1	158.75	158.75
40	421102	Tackboard 36W 18H	16	0	EA	16	32.75	524.00
41	421102	Tasklight welec Ballast for	16	0	EA	16	50.96	815.36
42	421102	Freestanding 11Dx29-12H End	8	0	EA	8	32.75	262.00
43	421102	Freestanding 24Dx29-12H End	9	0	EA	9	35.35	318.15
44	421102	Return Kit 29-12H	1	0	EA	1	15.61	15.61
45	421102	Half Hgt 14Hx30W Mod Pnl	7	0	EA	7	30.80	215.60
46	421102	Half Hgt 14Hx36W Mod Pnl	1	0	EA	1	31.45	31.45
47	421102	Half Hgt 14Hx48W Mod Pnl	8	0	EA	8	33.40	267.20
48	421102	Half Hgt 14Hx72W Mod Pnl	1	0	EA	1	36.00	36.00
49	421102	Freestanding 24Dx29-12H Sup	8	0	EA	8	30.58	244.64
50	421102	Access Mesh Wk Chr Basic	8	0	EA	8	251.92	2015.36
51	421102	Ess Lat 36W 28H 2-12" Drws Bev	8	0	EA	8	305.38	2443.04
52	421102	Cambia Arc arm upholstered	16	0	EA	16	233.53	3736.48
53	421102	15H x36W Flipper Door	16	0	EA	16	121.88	1950.08
54	421102	Ess Mobile Ped BBF 26-78H	8	0	EA	8	123.40	987.20

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
55	421102	42W External Supt Channel for	1	0	EA	1	12.36	12.36
56	421102	Primary 24Dx36W T-Mold Eg Lam	4	0	EA	4	43.37	173.48
57	421102	Corner 24Dx36W wStraight	2	0	EA	2	84.80	169.60
58	421102	Tasklight welec Ballast for	4	0	EA	4	50.96	203.84
59	421102	Pass-Thru Harness wPower	2	0	EA	2	28.63	57.26
60	421102	Power Harness 36W	4	0	EA	4	45.98	183.92
61	421102	Duplex Recept Circuit 1: 3+1	2	0	EA	2	8.67	17.34
62	421102	Duplex Recept Circuit 2: 3+1	2	0	EA	2	8.67	17.34
63	421102	Duplex Recept Circuit 4: 3+1	2	0	EA	2	8.67	17.34
64	421102	Base Power In-Feed Cable 3+1 &	1	0	EA	1	51.62	51.62
65	421102	Access Mesh Wk Chr Basic	2	0	EA	2	271.80	543.60
66	421102	Access Mesh Wk Stl Sync Tlt	6	0	EA	6	353.85	2123.10
67	421102	15H x36W Flipper Door	4	0	EA	4	121.88	487.52
68	421102	36W Overhead Upmount Kit	4	0	EA	4	32.31	129.24
69	421102	Panel Top Cap 24"W	3	0	EA	3	4.99	14.97
70	421102	Panel Top Cap 36"W	8	0	EA	8	5.42	43.36
71	421102	Optimize Tckble Pnl 50H x 24W	3	0	EA	3	71.78	215.34
72	421102	Optimize Tckble Pnl 50H x 36W	8	0	EA	8	90.65	725.20

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage **Federal ID #:04-3390816**

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 14316/066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
73	421102	Optimize Panel End Covers 50H	3	0	EA	3	14.53	43.59
74	421102	Optimize "L" Connector 50H	4	0	EA	4	24.72	98.88
75	421102	Optimize "T" Connector 50H	1	0	EA	1	38.60	38.60
76	421102	Optimize Inline Connector Kit	4	0	EA	4	13.23	52.92
77	421102	Ess Mobile Ped BBF 26-78H	2	0	EA	2	128.82	257.64
78	421102	Ess Mobile Ped FF 26-78H	2	0	EA	2	128.82	257.64
79	421102	Worksurface Bracket Kit	4	0	EA	4	9.54	38.16
80	421102	Cantilever Bracket 24D LH	4	0	EA	4	11.28	45.12
81	421102	Cantilever Bracket 24D RH	4	0	EA	4	11.28	45.12
82	421102	Primary 24Dx36W T-Mold Eg Lam	66	0	EA	66	43.37	2862.42
83	421102	Primary 24Dx72W T-Mold Eg Lam	1	0	EA	1	80.24	80.24
84	421102	Corner 24Dx36W wStraight	33	0	EA	33	84.80	2798.40
85	421102	Tasklight welec Ballast for	66	0	EA	66	50.96	3363.36
86	421102	Pass-Thru Harness wPower	17	0	EA	17	28.63	486.71
87	421102	Power Harness 36W	41	0	EA	41	45.98	1885.18
88	421102	Duplex Recept Circuit 1: 3+1	33	0	EA	33	8.67	286.11
89	421102	Duplex Recept Circuit 2: 3+1	33	0	EA	33	8.67	286.11
90	421102	Duplex Recept Circuit 3: 3+1	1	0	EA	1	8.67	8.67

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
91	421102	Duplex Recept Circuit 4: 3+1	33	0	EA	33	8.67	286.11
92	421102	Duplex Recept Circuit 1, 20	1	0	EA	1	8.67	8.67
93	421102	Ceiling Electrical In-Feed	6	0	EA	6	66.36	398.16
94	421102	Access Mesh Wk Chr Basic	33	0	EA	33	251.92	8313.36
95	421102	15H x36W Flipper Door	66	0	EA	66	121.88	8044.08
96	421102	36W Overhead Upmount Kit	66	0	EA	66	32.31	2132.46
97	421102	Panel Top Cap 24"W	51	0	EA	51	4.99	254.49
98	421102	Panel Top Cap 36"W	82	0	EA	82	5.42	444.44
99	421102	Optimize Tckble Pnl 50H x 24W	51	0	EA	51	71.78	3660.78
100	421102	Optimize Tckble Pnl 50H x 36W	82	0	EA	82	90.65	7433.30
101	421102	Optimize Integrated Power pole	6	0	EA	6	117.54	705.24
102	421102	Optimize Panel End Covers 50H	52	0	EA	52	14.53	755.56
103	421102	Optimize "L" Connector 50H	12	0	EA	12	24.72	296.64
104	421102	Optimize "T" Connector 50H	16	0	EA	16	38.60	617.60
105	421102	Optimize Inline Connector Kit	41	0	EA	41	13.23	542.43
106	421102	Optimize "X" Connector 50H	15	0	EA	15	38.60	579.00
107	421102	Ess Mobile Ped BBF 26-78H	33	0	EA	33	128.82	4251.06
108	421102	Ess Mobile Ped FF 26-78H	33	0	EA	33	128.82	4251.06

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
6/29/16	DET 1038034	8039889898
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
7/29/16	Net 30 Days	118972.02

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3306681681
Order : 143167066-000-003
Ordered By : KAY CLAUBAULT
Order Date : 3/10/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
109	421102	Worksurface Bracket Kit	66	0	EA	66	9.54	629.64
110	421102	Cantilever Bracket 24D LH	67	0	EA	67	11.28	755.76
111	421102	Cantilever Bracket 24D RH	67	0	EA	67	11.28	755.76
112	421102	Optimize Integrated Power pole	4	0	EA	4	.00	.00
113	421091	ENHANCED FURNITURE SERVICES	1	0	EA	1	.00	.00
114	421103	ENHANCED FURNITURE SERVICES	1	0	EA	1	10650.00	10650.00
115	421102	ADMINISTRATION	1	0	EA	1	.00	.00
116	421100	FREIGHT	1	0	EA	1	.00	.00

Freight: .00 **Tax:(12.0000 %)** 9952.02 **Sub-Total:** 107573.20
Total: 117525.22

Backorder of 0143167066

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, July 27, 2016 4:59 PM
To: Hoch, Kyle
Subject: Nashville Furniture Invoices
Attachments: Staples_Business_Advantage_Invoice.pdf; Staples_Business_Advantage_Invoice.pdf

Kyle, there is an invoice, and a credit that should both be processed, net payment due of $114,746.84.

Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06162016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	
Asset Type				$	
Asset Type				$	
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zsilek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: [illegible]

Chief Executive Officer
Name: Paul Mastrapa Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Puric Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/21/15

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/17/16	DET 1038034	8040567505
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
9/16/16	Net 30 Days	1593.41CR

INVOICE

Staples Business Advantage

Federal ID #:04-3390816

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Bill to Account: 1060362

GM Approval SEPL
Vendor ID# 0106

GL Account	GL Sub-Account	Amount
16090	530-01-001	(1593.41)

Ship to Account: 624GRASSMERE

Remittance Page of Summary Invoice

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/17/16	DET 1038034	8040567505
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
9/16/16	Net 30 Days	1593.41CR
PLEASE ENTER AMOUNT PAID		

Please send payment to:

Staples Advantage
Dept DET
PO Box 83689
Chicago, IL 60696-3689

DET80405675050001593414

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/17/16	DET 1038034	8040567505
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
9/16/16	Net 30 Days	1593.41CR

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3311777982
Order : 143167066-002-001
Ordered By : KAY CLAUBAULT
Order Date : 8/11/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
2	421102	REFUND ITEM FURNITURE	2	0	EA	2	729.25-	1458.50-

Freight: .00 **Tax:(9.2500 %)** 134.91-

Sub-Total: 1458.50-
Total: 1593.41-

*******Credit for Invoice# 3306681681*******

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	**Signature:** K Clabault	**Date:** 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	**Signature:**	**Date:**	
Chief Information Officer			
Name:	**Signature:**	**Date:**	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	**Signature:** Julie Koenig	**Date:** 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	**Signature:** [illegible]	**Date:** 10/7/15	
Chief Financial Officer			
Name: Mike Shapiro	**Signature:** [illegible]	**Date:** 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	**Signature:** [illegible]	**Date:** 10/1/15	
Board of Directors			
Name:	**Signature:**	**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purle	**Signature:**	**Date:**	
Accounting			
Name: [illegible]	**Signature:** [illegible]	**Date:** 10/21/15	

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/27/16	DET 1038034	8040264413
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
8/26/16	Net 30 Days	4225.18CR

INVOICE

Staples Business Advantage

Federal ID #:04-3390816

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Bill to Account: 1060362

Ship to Account: 624GRASSMERE

GM Approval Stk
Vendor ID# 0326

GL Account	GL Sub-Account	Amount
16080	530-01-000	(4225.18)

Remittance Page of Summary Invoice

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/27/16	DET 1038034	8040264413
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
8/26/16	Net 30 Days	4225.18CR
PLEASE ENTER AMOUNT PAID		

Please send payment to:

Staples Advantage
Dept DET
PO Box 83689
Chicago, IL 60696-3689

DET8040264413000422518 1

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/27/16	DET 1038034	8040264413
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
8/26/16	Net 30 Days	4225.18CR

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

Ship to Account: 624GRASSMERE

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number : 000039
P O Desc :
Release :
Release Desc :

Invoice Number: 3309459825
Order : 143167066-001-001
Ordered By : KAY CLAUBAULT
Order Date : 7/22/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
33	421102	REFUND ITEM FURNITURE	3	0	EA	3	24.94-	74.82-
34	421102	REFUND ITEM FURNITURE	2	0	EA	2	33.18-	66.36-
36	421102	REFUND ITEM FURNITURE	2	0	EA	2	57.25-	114.50-
38	421102	REFUND ITEM FURNITURE	2	0	EA	2	135.98-	271.96-
40	421102	REFUND ITEM FURNITURE	4	0	EA	4	32.75-	131.00-
41	421102	REFUND ITEM FURNITURE	4	0	EA	4	50.96-	203.84-
42	421102	REFUND ITEM FURNITURE	2	0	EA	2	32.75-	65.50-
43	421102	REFUND ITEM FURNITURE	2	0	EA	2	35.35-	70.70-
45	421102	REFUND ITEM FURNITURE	2	0	EA	2	30.80-	61.60-
47	421102	REFUND ITEM FURNITURE	2	0	EA	2	33.40-	66.80-
49	421102	REFUND ITEM FURNITURE	2	0	EA	2	30.58-	61.16-
51	421102	REFUND ITEM FURNITURE	2	0	EA	2	305.38-	610.76-
52	421102	REFUND ITEM FURNITURE	4	0	EA	4	233.53-	934.12-
53	421102	REFUND ITEM FURNITURE	4	0	EA	4	121.88-	487.52-
54	421102	REFUND ITEM FURNITURE	2	0	EA	2	123.40-	246.80-
114	421103	REFUND ITEM ASSEMBLY INSTALL/D	1	0	EA	1	400.00-	400.00-

Freight: .00 **Tax:(9.2500 %)** 357.74-

Sub-Total: 3867.44-
Total: 4225.18-

*******Credit for Invoice# 3306681681*******

Customer Service Inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, July 27, 2016 4:59 PM
To: Hoch, Kyle
Subject: Nashville Furniture Invoices
Attachments: Staples_Business_Advantage_Invoice.pdf; Staples_Business_Advantage_Invoice.pdf

Kyle, there is an invoice, and a credit that should both be processed, net payment due of $114,746.84.

Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

option care

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06162016)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	
Asset Type				$	
Asset Type				$	-
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	-

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zsilek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Mastropa Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Purle Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/20/15

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/29/16	DET 1038034	8040275209
PLEASE PAY BY	TERMS	AMOUNT DUE
8/28/16	Net 30 Days	6890.25

INVOICE

Staples Business Advantage

Federal ID #:04-3390816

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Bill to Account: 1060362

Ship to Account: 624GRASSMERE

GM Approval
Vendor ID# 0126
GL Account 16090
GL Sub-Account 520-01-001
Amount 6890.25

Remittance Page of Summary Invoice

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples Advantage, Dept DET PO Box 83689, Chicago IL 60696-3689

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/29/16	DET 1038034	8040275209
PLEASE PAY BY	TERMS	AMOUNT DUE
8/28/16	Net 30 Days	6890.25
PLEASE ENTER AMOUNT PAID		

Please send payment to:

Staples Advantage
Dept DET
PO Box 83689
Chicago, IL 60696-3689

DET80402752090006890252

STAPLES
Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/29/16	DET 1038034	8040275209
PLEASE PAY BY	**TERMS**	**AMOUNT DUE**
8/28/16	Net 30 Days	6890.25

INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1060362

Ship to Account: 624GRASSMERE

OPTION CARE
KAY CLAUBAULT
808 PARK N BLVD
CLARKSTON, GA 30021

OPTION CARE
ATTN: KAY CLAUBAULT
624 GRASSMERE PARK
STE 22
NASHVILLE, TN 37211

Budget Ctr :
Budget Ctr Desc:
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3309618219
Order : 144202272-000-003
Ordered By : KAY CLAUBAULT
Order Date : 4/14/16

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	421095	SERVICE	1	0	EA	1	5835.37	5835.37
2	421095	SERVICE	1	0	EA	1	804.88	804.88
3	421095	MOVE FREESTANDING COUNTER	1	0	EA	1	250.00	250.00

Freight: .00 **Tax:(** .0000 %) .00 Sub-Total: 6890.25
Total: 6890.25

Backorder of 0144202272

OPTION CARE

Appropriation of Funds (AOF) Form

Sub-account	Location or Department	AOF No. Version 3 (06/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting Approvals after approval process) [illegible]

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: [signature]	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaliek	Signature: [signature]	Date: [illegible]	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature:	Date: [illegible]	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purie	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [signature]	Date: 10/31/15	

option care

Special Handling Form

OC-002BG@optioncare.com

Today's Date: 05/02/16

Location: 002 OC Corporate - Office

KYLE HOCH <-- Select Name from Drop Down

Identify the Special Handling needed (Put an "X" next to ALL that apply):

	New Vendor Setup (Include Change Address New Vendor Form)
	Address Change for existing vendor (Include Change Address New Vendor Form)
x	Rush Check needed by: 05/10/16
	Return to Location (Include address below in CHECK HANDLING)
	More than 25 lines of GL distribution (Include Excel file with PDF)

Vendor Name: Wellspring Builders, Inc.

Vendor Number: 4495

(If vendor number does not exist, enter "NEW VENDOR")

Remit To Address: 3803 Central Pike

Hermitage, TN 37076

Invoice # 4/30/16

Invoice Date: 04/30/16 Total Dollar Amount: $ 183,987.59

Form Completed by: KYLE HOCH 5/2/16 <---- sign & date

Manager Approval: STEVE PAULSON 5/4 <---- sign & date

Justification for Special Handling: New address, meet net payment

Special Handling Instructions:

Overnight Check to:

Wellspring Builders, Inc.
3803 Central Pike

Hermitage, TN 37076

V3 - 12/21/15

ACCOUNTS PAYABLE USE ONLY

Check # Check Date: Tracking:

option care

Change of Address / New Vendor Approval Form

(All Information is required before a vendor can be set up for payment)

OC-002BG@optioncare.com

Today's Date: 05/02/16 Location: 002 OC Corporate - Office

KYLE HOCH <-- Select Name from Drop Down

Change of Address only: YES Vendor ID: _____

Vendor Name: Wellspring Builders, Inc. Phone #: ###-##-####

Remit To Address: 3803 Central Pike Fax #: ###-##-####

Hermitage, TN 37076 E-mail: _____

~~Corporation~~ Taxpayer Identification #: _____ Payment Terms: ~~Net 30~~

(default is Net 30 days)

Form Completed by: KYLE HOCH 5/2/16 <---- sign & date

Manager Approval: STEVE PAULSON 5/4 <---- sign & date

REMINDER: Signature required on New Vendor Form AND on Invoice submitting for payment

V3 - 12/21/15

ACCOUNTS PAYABLE USE ONLY

W-9 Received: N/A

Vendor Number Assigned: _____ Date Assigned: _____ AP Approval: _____

GM Approval [signature]
Vendor ID# 4495
GL Account 16070 GL Sub-Account 530-01-001 Amount 183,987.59

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 3
PERIOD TO: 4/30/2016

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	946,243.00
2. Net Change by Change Orders	$	68,642.95
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,014,885.95
4. TOTAL COMPLETED AND STORED TO DATE	$	816,251.68
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	40,812.60
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	40,812.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	775,439.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	591,451.49
8. CURRENT PAYMENT DUE	$	183,987.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	239,446.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	54,889.00	0.00
Total approved this Month	13,753.95	0.00
TOTALS	68,642.95	0.00
NET CHANGES by Change Order	68,642.95	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

By: [signature] Date: 4/29/16

State of: TN
County of: Davidson
Subscribed and Sworn to before me this 29th Day of April 2016
Notary Public: [signature]
My Commission Expires: 06-21-16

AMY JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Hoch, Kyle

From: Clabault, Kay
Sent: Friday, April 29, 2016 11:11 PM
To: Hoch, Kyle
Subject: Nashville - Option Care Invoice 2 for March 2016
Attachments: 705-03 April 2016.pdf

Kyle, attached is the pay application for the Nashville project and waivers for the last pay app, plus the current pay app.

The amount of $183,987.59 is approved for payment (line 8 of the request).

If you can process for immediate payment to the contractor against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Friday, April 29, 2016 2:39 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #3 for work completed thru April 30, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

THIS IS OUR NEW ADDRESS

P: 615-834-7373 ext. 127
F: 615-834-7375
www.wellspringbuilders.com

Quality Construction with Service in Mind

May the Lord bless you and protect you.
May the Lord smile on you and be gracious to you.
May the Lord show you his favor and give you his peace. — Numbers 6:24-26

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (04/19/2013) (Accounting will provide this approval process) 150039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$
Asset Type				$
Asset Type				$
Asset Type				$
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator
Name: Kay Clabault Signature: [signature] Date: 8/31/15

General Manager or Dept Head
Name: Steven Paulson Signature: Date:

Chief Information Officer
Name: Signature: Date:

Area Vice President or Corporate Vice President or Director
Name: Julie Koenig Signature: [signature] Date: 10/1/15

Vice President of Operations
Name: Lori Zaitek Signature: [signature] Date: [illegible]

Chief Financial Officer
Name: Mike Shapiro Signature: [signature] Date: 9-30-15

Chief Executive Officer
Name: Paul Montagna Signature: Date: [illegible]

Board of Directors
Name: Signature: Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance
Name: Alan Porto Signature: Date:

Accounting
Name: [illegible] Signature: [illegible] Date: 10/21/15

39

GM Approval [signature]
Vendor ID# NEW VENDOR

GL Account	GL Sub-Account	Amount
160710	530-01-001	140,879.40

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr
Suite 22
Nashville, TN 37211

APPLICATION NO: 1
PERIOD TO: 2/29/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	946,243.00
2. Net Change by Change Orders	$	54,889.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,001,132.00
4. TOTAL COMPLETED AND STORED TO DATE	$	148,294.11
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	7,414.71
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	7,414.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	140,879.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	140,879.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	860,252.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	54,889.00	0.00
TOTALS	54,889.00	0.00
NET CHANGES by Change Order	54,889.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
2525 Perimeter Place Dr. Suite 129
Nashville, TN 37214

By: [signature] Date: 3/2/16
Lance Truett / Project Manager

State of: TN
County of: Davdison
Subscribed and Sworn to before me this 2nd Day of March 2016
Notary Public: [signature]
My Commission Expires 06-21-16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 1
PERIOD TO: 2/29/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	41,799.00	0.00	8,359.80	0.00	8,359.80	20.00	33,439.20	417.99
2	Current Cleanup & Debris Haul Off	4,186.00	0.00	837.20	0.00	837.20	20.00	3,348.80	41.86
3	Final Cleanup	2,993.00	0.00	0.00	0.00	0.00	0.00	2,993.00	0.00
4	Demo	24,000.00	0.00	24,000.00	0.00	24,000.00	100.00	0.00	1,200.00
5	Concrete - Interior and Exterior	5,838.00	0.00	0.00	0.00	0.00	0.00	5,838.00	0.00
6	Structural Steel	9,350.00	0.00	935.00	0.00	935.00	10.00	8,415.00	46.75
7	Plastic Laminate Casework	31,073.00	0.00	0.00	0.00	0.00	0.00	31,073.00	0.00
8	Rough Hardware	2,675.00	0.00	535.00	0.00	535.00	20.00	2,140.00	26.75
9	Caulking	250.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00
10	Insulation	29,054.00	0.00	0.00	0.00	0.00	0.00	29,054.00	0.00
11	Roofing	12,384.00	0.00	0.00	0.00	0.00	0.00	12,384.00	0.00
12	Hollow Metal Frames Wood Doors Hardware	32,418.00	0.00	0.00	0.00	0.00	0.00	32,418.00	0.00
13	Glass and Glazing	22,481.00	0.00	0.00	0.00	0.00	0.00	22,481.00	0.00
14	Drywall System	46,980.00	0.00	23,490.00	0.00	23,490.00	50.00	23,490.00	1,174.50
15	Acoustical Ceilings	16,546.00	0.00	0.00	0.00	0.00	0.00	16,546.00	0.00
16	Flooring	68,632.00	0.00	2,058.96	0.00	2,058.96	3.00	66,573.04	102.95
17	Painting	18,454.00	0.00	0.00	0.00	0.00	0.00	18,454.00	0.00
18	Folding Partition Wall	5,744.00	0.00	0.00	0.00	0.00	0.00	5,744.00	0.00
19	Toilet Accessories	8,251.00	0.00	0.00	0.00	0.00	0.00	8,251.00	0.00
20	Interior/Exterior Signs	248.00	0.00	0.00	0.00	0.00	0.00	248.00	0.00
21	Lockers	2,956.00	0.00	0.00	0.00	0.00	0.00	2,956.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 1
PERIOD TO: 2/29/2016

DISTRIBUTION TO:
_ OWNER
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FROM (CONTRACTOR): WellSpring Builders, Inc.
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VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Fire Extinguishers	815.00	0.00	0.00	0.00	0.00	0.00	815.00	0.00
23	Walk In Cooler	16,223.00	0.00	0.00	0.00	0.00	0.00	16,223.00	0.00
24	Window Treatments	2,229.00	0.00	0.00	0.00	0.00	0.00	2,229.00	0.00
25	Fire Sprinkler	13,600.00	0.00	1,415.00	0.00	1,415.00	10.40	12,185.00	70.75
26	HVAC	231,442.25	0.00	33,412.20	0.00	33,412.20	14.44	198,030.05	1,670.61
27	Plumbing	84,605.75	0.00	13,655.37	0.00	13,655.37	16.14	70,950.38	682.77
28	Electrical System	150,718.00	0.00	23,952.00	0.00	23,952.00	15.89	126,766.00	1,197.60
29	Builders Risk	1,200.00	0.00	1,200.00	0.00	1,200.00	100.00	0.00	60.00
30	Building Permit	5,400.00	0.00	5,400.00	0.00	5,400.00	100.00	0.00	270.00
31	General Contractors Fee	53,698.00	0.00	9,043.58	0.00	9,043.58	16.84	44,654.42	452.18
50	CO 1 - HVAC Units upsized per revised BD	32,160.00	0.00	0.00	0.00	0.00	0.00	32,160.00	0.00
51	CO 1 - HVAC ductwork, gas, insulation per revised BD	5,851.00	0.00	0.00	0.00	0.00	0.00	5,851.00	0.00
52	Fire Protection changes per revised BD	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00
53	Electrical Changes per revised BD	8,962.00	0.00	0.00	0.00	0.00	0.00	8,962.00	0.00
54	Overhead & Profit assoc with CO 1	7,366.00	0.00	0.00	0.00	0.00	0.00	7,366.00	0.00
	REPORT TOTALS	$1,001,132.00	$0.00	$148,294.11	$0.00	$148,294.11	14.81	$852,837.89	$7,414.71

option care

Change of Address / New Vendor Approval Form

(All Information is required before a vendor can be set up for payment)

OC-002BG@optioncare.com

Today's Date: 03/07/16

Location: 002 OC Corporate - Office

KYLE HOCH <-- Select Name from Drop Down

Change of Address only: NO

Vendor Name: WellSpring Builders, Inc.

Phone #: 615-834-7373

Remit To Address: 2525 Perimeter Place Drive
Suite 129
Nashville, TN 37214

Fax #: 615-834-7375

E-mail:

Corporation

Taxpayer Identification #: 20-2297507
Signed W-9 form required

Payment Terms: Net 15
(default is Net 30 days)

Form Completed by: KYLE HOCH 3/7/16 <---- sign & date

Manager Approval: STEVE PAULSON <---- sign & date

REMINDER: Signature required on New Vendor Form AND on invoice submitting for payment

REMINDER: Signed W-9 form is REQUIRED before vendor number will be established

V3 - 12/21/15

ACCOUNTS PAYABLE USE ONLY

W-9 Received: _____

Vendor Number Assigned: _____ Date Assigned: _____ AP Approval: _____

Hoch, Kyle

From: Clabault, Kay
Sent: Monday, March 07, 2016 6:04 PM
To: Hoch, Kyle
Subject: Nashville Invoice *expedited*
Attachments: 705-01 February 2016.pdf; FW: Option Care - Nashville

Importance: High

Kyle, here is the first pay application for Nashville. Per our AIA agreement, this must be paid by April 5th, so if you can expedite the payment so it is paid within 2-3 weeks, that would be appreciated.

The amount to pay is the "current payment due" on line 8, $140,879.40.

I've also included the original email with the vendor form and their W-9. Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Thursday, March 03, 2016 1:28 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: 705 - Option Care Invoice 1 for February 2016

Kay and Wade,

Please find attached our Application for Payment #1 for work completed thru February 29, 2016 for your review, approval and payment.
Please let me know who all I should be sending this to if you are not the person I need to send the pay application to each month. Thanks.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06182015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 300039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: [signature]	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [signature]	Date: 10/7/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [signature]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [signature]	Date: 1-9/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Puric	Signature:	Date:	
Accounting			
Name: [signature]	Signature: [signature]	Date: 10/21/15	

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **One Hundred Forty Thousand Eight Hundred Seventy-Nine Dollars and 40/100 ($140,879.40)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from February 1, 2016 to February 29, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

M. L. Pat Signature

March 2, 2016 Date

Amy Johnson
Notary Name

June 21, 2016
Commission Expires

Amy Johnson
Signature

GM Approval See attached
Vendor ID# 4495

GL Account	GL Sub-Account	Amount
116090	530-01-001	6708.61

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER:	Option Care Enterprises,Inc. 1411 Lake Cook Road Deerfield, IL 60015	PROJECT:	Option Care Pharmacy 624 Grassmere Park Drive Suite 22 Nashville, TN 37211	APPLICATION NO: 0006 DATE: 7/29/2016	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM CONTRACTOR:	WellSpring Builders, Inc. 3803 Central Pike Hermitage, TN 37076	VIA ARCHITECT:	LK Design Group 16010 Via Shavano San Antonio, TX 78249	PERIOD TO: 7/31/2016 PROJECT NOS: 705	
CONTRACT FOR				CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM		$ 946,243.00
2. Net change by Change Orders		$ 100,131.47
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,046,374.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,046,374.47
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 52,318.72	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 52,318.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 994,055.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 987,347.14
8. CURRENT PAYMENT DUE		$ 6,708.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$52,318.72	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$95,662.08	($2,592.32)
Total approved this Month	$7,061.71	$0.00
TOTALS	$102,723.79	($2,592.32)
NET CHANGES by Change Order		$100,131.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.

By: Lance Truett, Project Manager Date: 8/1/16

State of: Tennessee County of: Davidson

Subscribed and sworn to before me this 1st day of August 2016

Notary Public: Amy Johnson

My Commission expires: 5/5/2020

AMY JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MAY 5, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: LK Design Group

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

JUN 9 '17 PM 12:57

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification, is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Project: Option Care - Nashville

APPLICATION NO: 6
PERIOD TO: 7/31/2016
CONTRACTOR'S PROJECT NO: 705

A	B	C	D	E	F	G		H	I
	Advance Financial - Chapman Highway		Work Completed						
Item No	Description of Work	Scheduled Value	From Previous Application (D+E)	This Period	Material Stored on Site (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage (If Variable) Rate
1	General Conditions	$41,799.00	$41,799.00	-		$41,799.00	100.00%	$0.00	$2,089.95
2	Current Cleanup & Debris Haul Off	$4,186.00	$4,186.00	-		$4,186.00	100.00%	$0.00	$209.30
3	Final Cleanup	$2,993.00	$2,993.00	-		$2,993.00	100.00%	$0.00	$149.65
4	Demo	$24,000.00	$24,000.00	-		$24,000.00	100.00%	$0.00	$1,200.00
5	Concrete - Interior and Exterior	$5,838.00	$5,838.00	-		$5,838.00	100.00%	$0.00	$291.90
6	Structural Steel	$9,350.00	$9,350.00	-		$9,350.00	100.00%	$0.00	$467.50
7	Plastic Laminate Casework	$31,073.00	$31,073.00	-		$31,073.00	100.00%	$0.00	$1,553.65
8	Rough Hardware	$2,675.00	$2,675.00	-		$2,675.00	100.00%	$0.00	$133.75
9	Caulking	$250.00	$250.00	-		$250.00	100.00%	$0.00	$12.50
10	Insulation	$29,054.00	$29,054.00	-		$29,054.00	100.00%	$0.00	$1,452.70
11	Roofing	$12,384.00	$12,384.00	-		$12,384.00	100.00%	$0.00	$619.20
12	Hollow Metal Frames Wood Doors Hardware	$32,418.00	$32,418.00	-		$32,418.00	100.00%	$0.00	$1,620.90
13	Glass and Glazing	$22,481.00	$22,481.00	-		$22,481.00	100.00%	$0.00	$1,124.05
14	Drywall System	$46,980.00	$46,980.00	-		$46,980.00	100.00%	$0.00	$2,349.00
15	Acoustical Ceilings	$16,546.00	$16,546.00	-		$16,546.00	100.00%	$0.00	$827.30
16	Flooring	$68,632.00	$68,632.00	-		$68,632.00	100.00%	$0.00	$3,431.60
17	Painting	$18,454.00	$18,454.00	-		$18,454.00	100.00%	$0.00	$922.70
18	Folding Partition Wall	$5,744.00	$5,744.00	-		$5,744.00	100.00%	$0.00	$287.20
19	Toilet Accessories	$8,251.00	$8,251.00	-		$8,251.00	100.00%	$0.00	$412.55
20	Interior/Exterior Signs	$248.00	$248.00	-		$248.00	100.00%	$0.00	$12.40
21	Lockers	$2,956.00	$2,956.00	-		$2,956.00	100.00%	$0.00	$147.80
22	Fire Extinguishers	$815.00	$815.00	-		$815.00	100.00%	$0.00	$40.75
23	Walk in Cooler	$16,223.00	$16,223.00	-		$16,223.00	100.00%	$0.00	$811.15
24	Window Treatments	$2,229.00	$2,229.00	-		$2,229.00	100.00%	$0.00	$111.45
25	Fire Sprinkler	$13,600.00	$13,600.00	-		$13,600.00	100.00%	$0.00	$680.00
26	HVAC	$231,442.25	$231,442.25	-		$231,442.25	100.00%	$0.00	$11,572.11
27	Plumbing	$84,605.75	$84,605.75	-		$84,605.75	100.00%	$0.00	$4,230.29
28	Electrical System	$150,718.00	$150,718.00	-		$150,718.00	100.00%	$0.00	$7,535.90
29	Builders Risk	$1,200.00	$1,200.00	-		$1,200.00	100.00%	$0.00	$60.00
30	Building Permit	$5,400.00	$5,400.00	-		$5,400.00	100.00%	$0.00	$270.00
31	CO #1 - HVAC Units upsized per revised BD	$32,160.00	$32,160.00	-		$32,160.00	100.00%	$0.00	$1,608.00
32	CO #1 - HVAC ductwork, gas, insulation per revised BD	$5,851.00	$5,851.00	-		$5,851.00	100.00%	$0.00	$292.55
33	CO #1 - Fire Protection Changes per revised BD	$550.00	$550.00	-		$550.00	100.00%	$0.00	$27.50
34	CO #1 - Electrical Changes per revised BD	$8,962.00	$8,962.00	-		$8,962.00	100.00%	$0.00	$448.10
35	CO #1 - Overhed & Profit assoc with CO 1	$7,366.00	$7,366.00	-		$7,366.00	100.00%	$0.00	$368.30
36	COR #2 - Barrier	$13,423.27	$13,423.27	-		$13,423.27	100.00%	$0.00	$671.16
37	COR #3 - Door Changes	$330.68	$330.68	-		$330.68	100.00%	$0.00	$16.53
38	COR #3 - VCT Changes	$13,119.06	$13,119.06	-		$13,119.06	100.00%	$0.00	$655.95
39	COR #5 - Credit for Heaters	-$2,592.32	-2592.32	-		($2,592.32)	100.00%	$0.00	($129.62)
40	COR #6 - Storefront framing & Paddle Hardware	$793.09	$793.09	-		$793.09	100.00%	$0.00	$39.65
41	COR #7 - Auto Operators	$8,877.83	$8,877.83	-		$8,877.83	100.00%	$0.00	$443.89
42	COR #8 - Rec Assemble & Install Furniture	$1,562.50	$1,562.50	-		$1,562.50	100.00%	$0.00	$78.13
43	COR #9 - Sink in Vestibule	$2,666.65	$2,666.65	-		$2,666.65	100.00%	$0.00	$133.33
44	COR #10 - Costs not in proposal	$7,061.71	$0.00	7,061.71		$7,061.71	100.00%	$0.00	$353.09
45	SUBTOTAL	$992,676.47	$985,614.76	$7,061.71	$0.00	$992,676.47	100.00%	$0.00	$49,633.82
46	General Contractors Fee	$53,698.00	$53,698.00	$0.00		$53,698.00	100.00%	$0.00	$2,684.90
47	TOTALS	$1,046,374.47	$1,039,312.76	$7,061.71	$0.00	$1,046,374.47	100.00%	$0.00	$52,318.72

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **Six Thousand Seven Hundred Eight Dollars and 61/100 ($6,708.61)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from July 1, 2016 to July 31, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

Signature

August 1, 2016 Date

Amy Johnson
Notary Name

May 5, 2020
Commission Expires

Signature

AMY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 5, 2020

Hoch, Kyle

From: Clabault, Kay
Sent: Monday, August 08, 2016 6:40 PM
To: Hoch, Kyle
Subject: FW: 705 - Option Care Invoice 4 for July 2016
Attachments: 705-06 Revised for owner.pdf; 705-07 July Retainage for owner.pdf

Importance: High

These are ok to process – I sent you their new address, so hopefully that has been changed in the system.

I will need payment of these asap, so I can get a final waiver to get the balance of the Landlord TI payment.

$6708.61
$52,318.72 (retainage)

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Monday, August 08, 2016 5:02 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 4 for July 2016

Please find attached our pay Applications for #6 and #7. Please let me know should you have any questions. Thanks.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
3803 Central Pike THIS IS OUR NEW ADDRESS
Hermitage, TN 37076

P: 615-834-7373 ext. 127
F: 615-834-7375
www.wellspringbuilders.com
Quality Construction with Service in Mind

option care™

AP - Special Handling Form

Today's Date: 08/09/16

Location: OFFICE #

Identify the Special Handling needed (Put an "X" next to ALL that apply):

	New Vendor Setup
x	Address Change for existing vendor
x	Rush — Check needed by: 08/16/16
	Return to Location (Include address below in CHECK HANDLING)

Vendor Name: Wellspring Builders, Inc

Vendor Number: 4495
(If vendor number does not exist, enter "NEW VENDOR")

Vendor Remittance: 3803 Central Pike

Hermitage, TN 37076

Invoice # Pay App 6 and Retainage

Invoice Date: 07/31/16

Total Dollar Amount: $ 59,027.33

Form Completed by: 8/9/16 <---- sign & date

Manager Approval: See attached <---- sign & date

Justification for Special Handling: Needs to be rushed for getting TI Reimbursement- also new remit to address

Special Handling Instructions:

Overnight Check to:

Wellspring Builders, Inc.
3803 Central Pike

Hermitage, TN 37076

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/02/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 300039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature: [illegible]	Date: 10/1/15	
Chief Financial Officer			
Name: Mike Shapiro	Signature: [illegible]	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastrapa	Signature: [illegible]	Date: 10/9/15	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purie	Signature:	Date:	
Accounting			
Name: [illegible]	Signature: [illegible]	Date: 10/21/15	

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr
Suite 22
Nashville, TN 37211

APPLICATION NO: 5
PERIOD TO: 6/30/2016

DISTRIBUTION TO:
_ OWNER
.. ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	946,243.00
2. Net Change by Change Orders	$	93,069.76
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,039,312.76
4. TOTAL COMPLETED AND STORED TO DATE	$	1,039,312.76
5. RETAINAGE:		
a. 5.00 % of Completed Work	$ 51,965.62	
b. 0.00 % of Stored Material	$ 0.00	
Total retainage (Line 5a + 5b)	$	51,965.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	987,347.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	900,251.87
8. CURRENT PAYMENT DUE	$	87,095.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 51,965.62	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	81,762.01	0.00
Total approved this Month	13,900.07	-2,592.32
TOTALS	95,662.08	-2,592.32
NET CHANGES by Change Order	93,069.76	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

By: Lance Truett / Project Manager Date: 6/30/16

State of TN
County of: Davidson
Subscribed and Sworn to before me this 30th Day of June, 2016
Notary Public: Amy Johnson
My Commission Expires 05-05-20

AMY JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 5, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

GM Approval See attached
Vendor ID# 4495
GL Account 160090
GL Sub-Account 530-01-001
Amount 87095.27

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 5
PERIOD TO: 6/30/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	41,799.00	37,619.10	4,179.90	0.00	41,799.00	100.00	0.00	2,089.95
2	Current Cleanup & Debris Haul Off	4,186.00	3,767.40	418.60	0.00	4,186.00	100.00	0.00	209.30
3	Final Cleanup	2,993.00	0.00	2,993.00	0.00	2,993.00	100.00	0.00	149.65
4	Demo	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
5	Concrete - Interior and Exterior	5,838.00	5,838.00	0.00	0.00	5,838.00	100.00	0.00	291.90
6	Structural Steel	9,350.00	9,350.00	0.00	0.00	9,350.00	100.00	0.00	467.50
7	Plastic Laminate Casework	31,073.00	31,073.00	0.00	0.00	31,073.00	100.00	0.00	1,553.65
8	Rough Hardware	2,675.00	2,675.00	0.00	0.00	2,675.00	100.00	0.00	133.75
9	Caulking	250.00	250.00	0.00	0.00	250.00	100.00	0.00	12.50
10	Insulation	29,054.00	29,054.00	0.00	0.00	29,054.00	100.00	0.00	1,452.70
11	Roofing	12,384.00	0.00	12,384.00	0.00	12,384.00	100.00	0.00	619.20
12	Hollow Metal Frames Wood Doors Hardware	32,418.00	26,194.08	6,223.92	0.00	32,418.00	100.00	0.00	1,620.90
13	Glass and Glazing	22,481.00	22,481.00	0.00	0.00	22,481.00	100.00	0.00	1,124.05
14	Drywall System	46,980.00	46,980.00	0.00	0.00	46,980.00	100.00	0.00	2,349.00
15	Acoustical Ceilings	16,546.00	8,000.00	8,546.00	0.00	16,546.00	100.00	0.00	827.30
16	Flooring	68,632.00	68,632.00	0.00	0.00	68,632.00	100.00	0.00	3,431.60
17	Painting	18,454.00	8,000.00	10,454.00	0.00	18,454.00	100.00	0.00	922.70
18	Folding Partition Wall	5,744.00	5,744.00	0.00	0.00	5,744.00	100.00	0.00	287.20
19	Toilet Accessories	8,251.00	4,125.50	4,125.50	0.00	8,251.00	100.00	0.00	412.55
20	Interior/Exterior Signs	248.00	0.00	248.00	0.00	248.00	100.00	0.00	12.40
21	Lockers	2,956.00	2,956.00	0.00	0.00	2,956.00	100.00	0.00	147.80

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 5
PERIOD TO: 6/30/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Fire Extinguishers	815.00	0.00	815.00	0.00	815.00	100.00	0.00	40.75
23	Walk In Cooler	16,223.00	16,223.00	0.00	0.00	16,223.00	100.00	0.00	811.15
24	Window Treatments	2,229.00	0.00	2,229.00	0.00	2,229.00	100.00	0.00	111.45
25	Fire Sprinkler	13,600.00	13,600.00	0.00	0.00	13,600.00	100.00	0.00	680.00
26	HVAC	231,442.25	231,442.25	0.00	0.00	231,442.25	100.00	0.00	11,572.11
27	Plumbing	84,605.75	84,605.75	0.00	0.00	84,605.75	100.00	0.00	4,230.29
28	Electrical System	150,716.00	148,111.00	2,607.00	0.00	150,716.00	100.00	0.00	7,535.90
29	Builders Risk	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	60.00
30	Building Permit	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
31	General Contractors Fee	53,698.00	42,609.36	11,088.64	0.00	53,698.00	100.00	0.00	2,684.90
50	CO 1 - HVAC Units upsized per revised BD	32,160.00	32,160.00	0.00	0.00	32,160.00	100.00	0.00	1,608.00
51	CO 1 - HVAC ductwork, gas, insulation per revised BD	5,851.00	5,851.00	0.00	0.00	5,851.00	100.00	0.00	292.55
52	Fire Protection changes per revised BD	550.00	550.00	0.00	0.00	550.00	100.00	0.00	27.50
53	Electrical Changes per revised BD	8,962.00	3,584.80	5,377.20	0.00	8,962.00	100.00	0.00	448.10
54	Overhead & Profit assoc with CO 1	7,366.00	6,555.74	810.26	0.00	7,366.00	100.00	0.00	368.30
55	COR #2 - Barrier	13,423.27	13,423.27	0.00	0.00	13,423.27	100.00	0.00	671.16
56	COR #3 - Door Changes	330.68	330.68	0.00	0.00	330.68	100.00	0.00	16.53
57	COR #3 - VCT Changes	13,119.06	5,247.62	7,871.44	0.00	13,119.06	100.00	0.00	655.95
58	COR #5 - Credit for Heaters	-2,592.32	0.00	-2,592.32	0.00	-2,592.32	100.00	0.00	-129.62
59	COR #6 - Storefront framing & Paddle hardware	793.09	0.00	793.09	0.00	793.09	100.00	0.00	39.65

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 5
PERIOD TO: 8/30/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3603 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
60	COR #7 - 3 Auto operators	8,877.83	0.00	8,877.83	0.00	8,877.83	100.00	0.00	443.89
61	COR #8 - Rec Assemble & Install Furniture	1,562.50	0.00	1,562.50	0.00	1,562.50	100.00	0.00	78.13
62	COR #9 - Sink in Vestibule	2,666.65	0.00	2,666.65	0.00	2,666.65	100.00	0.00	133.33
	REPORT TOTALS	$1,039,312.76	$947,633.55	$91,679.21	$0.00	$1,039,312.76	100.00	$0.00	$51,965.62

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **Eighty-Seven Thousand Ninety-Five Dollars and 27/100 ($87,095.27)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from June 1, 2016 to June 30, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

M. L. Pate Signature

June 30, 2016 Date

Amy Johnson
Notary Name

May 5, 2020
Commission Expires

Signature

AMY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 5, 2020

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 7,600.00 (Amount) payable to J & J Interiors, Inc. (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care Ceilings (Project Name) located at _____ (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ (Owner) thru 6/30/16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 20th day of June, 2016.

J & J Interiors, Inc.
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Pres.

Sworn and subscribed before me this 20th day of June, 2016.

William T. Luckett
Notary Public

WILLIAM T LUCKETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-10-2018

My commission expires: _____

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 6879.90 (Amount) payable to J+J Interiors, Inc. (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care Pharmacy (Paint) (Project Name) located at Nashville, TN (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ (Owner) thru 6/30/16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 20th day of June, 2016.

J+J Interiors, Inc.
Subcontractor / Materialmen / Vendor

By: _____

Title: Pres.

Sworn and subscribed before me this 20th day of June, 2016.

WILLIAM T LUCKEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-10-2018

Notary Public

My commission expires: _____

CONDITIONAL WAIVER RELEASE UPON PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders Inc (General Contractor/Subcontractor) in the sum of $ 7,584.50 (Amount) payable to JS Services (Subcontractor/Supplier) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 1024 Grassmere Dr. Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Wellspring Builders (Owner) thru 10/30/16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 20th day of June, 20___.

JS Services
Subcontractor / Materialmen / Vendor

By: Melissa G. Bl

Title: Office Manager

Sworn and subscribed before me this_____ day of_____, 20___.

Notary Public

My commission expires: _____

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of **$6,650.00** for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of **Option Care Pharmacy** located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through **05/31/2016** only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 28th day of June, 2016.

J & J Interiors, Inc.
Subcontractor / Materialmen / Vendor

By: William T. Cobb

Title: Controller

Sworn and subscribed before me this 28th Day of JUNE, 2016.

Sonja M. Hood
Notary Public

My commission expires: 03-07-2017

SONJA M. HOOD
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	Version 3 (06/16/2015) (Accounting sub-provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*		*Cost*
Leasehold improvements	relocation branch build out	$1,400,000.00	1.00	$	1,400,000.00
Asset Type				$	
Asset Type				$	
Asset Type				$	
Asset Type				$	
			Total	$	1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?		YES
Budgeted Cost	$	1,400,000.00
Cost per AOF	$	1,400,000.00
Over (Under)	$	

Approvals

Project Originator					
Name:	Kay Clabault	**Signature:**	[signature]	**Date:**	8/31/15
General Manager or Dept Head					
Name:	Steven Paulson	**Signature:**		**Date:**	
Chief Information Officer					
Name:		**Signature:**		**Date:**	
Area Vice President or Corporate Vice President or Director					
Name:	Julie Koenig	**Signature:**	Julie Koenig	**Date:**	10/1/15
Vice President of Operations					
Name:	Lori Zaliek	**Signature:**	[signature]	**Date:**	[illegible]
Chief Financial Officer					
Name:	Mike Shapiro	**Signature:**	[signature]	**Date:**	9-30-15
Chief Executive Officer					
Name:	Paul Mastropa	**Signature:**		**Date:**	
Board of Directors					
Name:		**Signature:**		**Date:**	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance					
Name:	Alan Puric	**Signature:**		**Date:**	
Accounting					
Name:	[illegible]	**Signature:**	[signature]	**Date:**	10/[illegible]/15

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, July 06, 2016 10:29 AM
To: Hoch, Kyle
Subject: Nashville Option Care Invoice 5 for June 2016
Attachments: 705 Unconditional waivers.pdf; 705-05 June with attachments.pdf

Kyle, this invoice is approved for payment, line #8, $87,095.27

Also attached are waivers. Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Tuesday, July 05, 2016 3:27 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 5 for June 2016

Kay and Wade,

Please find attached our Application for Payment #5 for work completed thru June 30, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
3803 Central Pike THIS IS OUR NEW ADDRESS
Hermitage, TN 37076

P: 615-834-7373 ext. 127
F: 615-834-7375
www.wellspringbuilders.com
Quality Construction with Service in Mind

May the Lord bless you and protect you.
May the Lord smile on you and be gracious to you.
May the Lord show you his favor and give you his peace. — Numbers 6:24-26

GM Approval See attached
Vendor ID# 4495

GL Account	GL Sub-Account	Amount
16090	53D-01-021	124,812.79

AIA Type Document

Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 4
PERIOD TO: 5/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	946,243.00
2. Net Change by Change Orders	$	81,762.01
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,028,005.01
4. TOTAL COMPLETED AND STORED TO DATE	$	947,633.55
5. RETAINAGE:		
a. 5.00 % of Completed Work	$ 47,381.68	
b. 0.00 % of Stored Material	$ 0.00	
Total retainage (Line 5a + 5b)	$	47,381.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	900,251.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	775,439.08
8. CURRENT PAYMENT DUE	$	124,812.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 127,753.14	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	81,762.01	0.00
Total approved this Month	0.00	0.00
TOTALS	81,762.01	0.00
NET CHANGES by Change Order	81,762.01	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

By: _____ Date: 6/1/16

Lance Truett / Project Manager

State of: TN

County of: Davidson

Subscribed and Sworn to before me this 1st Day of June 20 16

Notary Public: _____

My Commission Expires: 06-21-16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document

Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 4

PERIOD TO: 5/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	41,799.00	29,259.30	8,359.80	0.00	37,619.10	90.00	4,179.90	1,880.96
2	Current Cleanup & Debris Haul Off	4,186.00	2,930.20	837.20	0.00	3,767.40	90.00	418.60	188.37
3	Final Cleanup	2,993.00	0.00	0.00	0.00	0.00	0.00	2,993.00	0.00
4	Demo	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
5	Concrete - Interior and Exterior	5,838.00	5,838.00	0.00	0.00	5,838.00	100.00	0.00	291.90
6	Structural Steel	9,350.00	9,350.00	0.00	0.00	9,350.00	100.00	0.00	467.50
7	Plastic Laminate Casework	31,073.00	31,073.00	0.00	0.00	31,073.00	100.00	0.00	1,553.65
8	Rough Hardware	2,675.00	2,675.00	0.00	0.00	2,675.00	100.00	0.00	133.75
9	Caulking	250.00	0.00	250.00	0.00	250.00	100.00	0.00	12.50
10	Insulation	29,054.00	29,054.00	0.00	0.00	29,054.00	100.00	0.00	1,452.70
11	Roofing	12,384.00	0.00	0.00	0.00	0.00	0.00	12,384.00	0.00
12	Hollow Metal Frames Wood Doors Hardware	32,418.00	19,450.80	6,743.28	0.00	26,194.08	80.80	6,223.92	1,309.70
13	Glass and Glazing	22,481.00	16,860.75	5,620.25	0.00	22,481.00	100.00	0.00	1,124.05
14	Drywall System	46,980.00	46,980.00	0.00	0.00	46,980.00	100.00	0.00	2,349.00
15	Acoustical Ceilings	16,546.00	8,000.00	0.00	0.00	8,000.00	48.35	8,546.00	400.00
16	Flooring	68,632.00	40,730.96	27,901.04	0.00	68,632.00	100.00	0.00	3,431.60
17	Painting	18,454.00	8,000.00	0.00	0.00	8,000.00	43.35	10,454.00	400.00
18	Folding Partition Wall	5,744.00	5,744.00	0.00	0.00	5,744.00	100.00	0.00	287.20
19	Toilet Accessories	8,251.00	0.00	4,125.50	0.00	4,125.50	50.00	4,125.50	206.28
20	Interior/Exterior Signs	248.00	0.00	0.00	0.00	0.00	0.00	248.00	0.00
21	Lockers	2,956.00	0.00	2,956.00	0.00	2,956.00	100.00	0.00	147.80

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 4
PERIOD TO: 5/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
3803 Central Pike
Hermitage, TN 37076

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Fire Extinguishers	815.00	0.00	0.00	0.00	0.00	0.00	815.00	0.00
23	Walk In Cooler	16,223.00	8,111.50	8,111.50	0.00	16,223.00	100.00	0.00	811.15
24	Window Treatments	2,229.00	0.00	0.00	0.00	0.00	0.00	2,229.00	0.00
25	Fire Sprinkler	13,600.00	13,600.00	0.00	0.00	13,600.00	100.00	0.00	680.00
26	HVAC	231,442.25	219,870.14	11,572.11	0.00	231,442.25	100.00	0.00	11,572.11
27	Plumbing	84,605.75	67,213.86	17,391.89	0.00	84,605.75	100.00	0.00	4,230.29
28	Electrical System	150,718.00	116,176.00	31,935.00	0.00	148,111.00	98.27	2,607.00	7,405.55
29	Builders Risk	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	60.00
30	Building Permit	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
31	General Contractors Fee	53,698.00	42,609.36	0.00	0.00	42,609.36	79.35	11,088.64	2,130.47
50	CO 1 - HVAC Units upsized per revised BD	32,160.00	32,160.00	0.00	0.00	32,160.00	100.00	0.00	1,608.00
51	CO 1 - HVAC ductwork, gas, insulation per revised BD	5,851.00	5,851.00	0.00	0.00	5,851.00	100.00	0.00	292.55
52	Fire Protection changes per revised BD	550.00	550.00	0.00	0.00	550.00	100.00	0.00	27.50
53	Electrical Changes per revised BD	8,962.00	3,584.80	0.00	0.00	3,584.80	40.00	5,377.20	179.24
54	Overhead & Profit assoc with CO 1	7,366.00	6,555.74	0.00	0.00	6,555.74	89.00	810.26	327.79
55	COR #2 - Barrier	13,423.27	13,423.27	0.00	0.00	13,423.27	100.00	0.00	671.16
56	COR #3 - Door Changes	330.68	0.00	330.68	0.00	330.68	100.00	0.00	16.53
57	COR #3 - VCT Changes	13,119.06	0.00	5,247.62	0.00	5,247.62	40.00	7,871.44	262.38
	REPORT TOTALS	$1,028,005.01	$816,251.68	$131,381.87	$0.00	$947,633.55	92.18	$80,371.46	$47,381.68

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **One Hundred Twenty-Four Thousand Eight Hundred Twelve Dollars and 79/100 ($124,812.79)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from May 1, 2016 to May 31, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

Signature

May 31, 2016 Date

Amy Johnson
Notary Name

June 21, 2016
Commission Expires

Signature

AMY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JUNE 21, 2016

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 22,315.50 (Amount) payable to Copperhead Construction, LLC (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care Pharmacy (Project Name) located at 624 Grassmere Park Dr. Suite 22 , Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care *(Owner)* thru 03/30/2016 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 21st day of March, 2016.

DEANA HITE
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Copperhead Construction, LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Pres.

Sworn and subscribed before me this 21st day of March, 2016.

[signature]
Notary Public

My commission expires: 2/4/19

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $5,339.24 (Amount) payable to Nashboro Glass & Ent. (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care Pharmacy (Project Name) located at 624 Grassmere Park Dr., Ste 22, Nashville, TN (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care (Owner) thru June 2016 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 19th day of May 2016.

Arm Corp
Subcontractor / Materialmen / Vendor

By: Randee Uy

Title: President

Sworn and subscribed before me this 19 day of May 2016.

Notary Public

My commission expires: 1/28/19

My Commission Expires January 28, 2019

JAN 9 '17 PM 12:57

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $6,650.00 (Amount) payable to J + J Interiors, Inc. (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care Pharmacy (Project Name) located at 624 Grassmere Park Dr. Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ *(Owner)* thru 5/31/16 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 20th day of May, 2016.

J + J Interiors, Inc.
Subcontractor / Materialmen / Vendor

By: _____

Title: Pres.

Sworn and subscribed before me, this 20th day of May, 2016.

WILLIAM T LUCAS JR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-10-2018

Will T. Lucas
Notary Public

My commission expires: _____

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 13,172.70 (Amount) payable to Mid State Tile (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 624 Gracsmere Park Drive Suite 22 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care (Owner) thru 05-31-16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 24th day of May, 2016.

Mid State Tile
Subcontractor / Materialman / Vendor

By: [signature]

Title: Managing Member

Sworn and subscribed before me this 24 day of May, 2016

[signature]
Notary Public

My commission expires: 1/28/19

DANIEL FISCHER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

MY COMMISSION EXPIRES:
JANUARY 28, 2019

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 21,285.97 payable to Contract Carpet Sales (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of OptionCare Pharmacy located at 624 Grassmere Park Dr. Ste 22 Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to OptionCare (Owner) thru 5-31-16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 25th day of May, 2016.

Contract Carpet Sales
Subcontractor / Materialmen / Vendor

By: Belinda Dyer

Title: President

Sworn and subscribed before me this 25th day of May, 2016.

Christina Hamilton
Notary Public

My commission expires:

CHRISTINA N. HAMILTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2019

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $23,742.21 (Amount) payable to Total-HVAC, LLC. (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 624 Grassmere Park Drive, Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care Pharmacy (Owner) thru 5-20-16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 20th day of May, 2016.

TINA C. SPENCE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Total-HVAC, LLC
Subcontractor / Materialmen / Vendor

By: _____

Title: Project Manager

Sworn and subscribed before me this 20th day of May, 2016.

Tina C. Spence
Notary Public

My commission expires: 3-20-2018

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 751.74 (Amount) payable to Jarrett Fire Protection, LLC (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 624 Grassmere Park Dr. Suite 22, Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care *(Owner)* thru 5/31/2016 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 19th day of May, 2016.

Jarrett Fire Protection, LLC a Division of Jarrett Builders, Inc.
Subcontractor / Materialmen / Vendor

By: Richard Hines
Richard Hines
Title: Controller

Sworn and subscribed before me this 19 day of May, 2016.

Ashley Miller
Notary Public

My commission expires: May 16 2019

ASHLEY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CONDITIONAL WAIVER RELEASE UPON PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders Inc. (General Contractor/Subcontractor) in the sum of $32,701.38 (Amount) payable to JS Services (Subcontractor/Supplier) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 1024 Grassmere Dr. Nashville, TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Wellspring Builders Inc. (Owner) thru 5/31/16 (Date) only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the Hand and seal of the Undersigned, this 19th day of May, 20____.

JS Services
Subcontractor / Materialmen / Vendor

By: Megan L. K.

Title: Office Manager

Sworn and subscribed before me this_____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $29,519.35 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 04/30/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 24 day of May, 2016.

Creative Cabinetry Solutions, Inc.
Subcontractor / Materialman / Vendor

By: [signature]

Title: President

Sworn and subscribed before me this 24 Day of May, 2016.

[signature]
Notary Public

My commission expires: 5/30/16

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $37,576.30 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 04/20/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 24 day of May, 2016.

Epiphany Foam Insulation, LLC
Subcontractor / Materialmen / Vendor

By: Joann Hyx

Title: Controller

Sworn and subscribed before me this 24th Day of May, 2016.

Notary Public

My commission expires: 5-19-2019

MICHAEL J OETTINGER JR
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $113,773.42 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 04/30/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 24 day of May, 2016.

JS Services, LLC
Subcontractor / Materialmen / Vendor

By: Megan [illegible]

Title: Office Manager

Sworn and subscribed before me this 24th Day of May, 2016.

Amy Johnson
Notary Public

AMY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My commission expires: 06-21-16

My Commission Expires JUNE 21, 2016

Hoch, Kyle

From: Clabault, Kay
Sent: Friday, June 03, 2016 8:11 AM
To: Hoch, Kyle
Subject: FW: 705 - Option Care Invoice 4 for May 2016
Attachments: 705-04 May 2016.pdf; 705-04 Lien Releases.pdf

Hi Kyle, attached please find the invoice from the GC for Nashville. This is ok to pay line 8: ($124,812.79)

Also attached are waivers.

Please request payment to be made within 2 weeks. Thank you.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Thursday, June 02, 2016 9:45 AM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 4 for May 2016

Kay and Wade,

Please find attached our Application for Payment #4 for work completed thru May 31, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
3803 Central Pike THIS IS OUR NEW ADDRESS
Hermitage, TN 37076

P: 615-834-7373 ext. 127
F: 615-834-7375
www.wellspringbuilders.com
Quality Construction with Service in Mind

530-70012

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No.
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2018 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15	
General Manager or Dept Head			
Name: Steven Paulson	Signature:	Date:	
Chief Information Officer			
Name:	Signature:	Date:	
Area Vice President or Corporate Vice President or Director			
Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15	
Vice President of Operations			
Name: Lori Zaitek	Signature:	Date:	
Chief Financial Officer			
Name: Mike Shapiro	Signature:	Date: 9-30-15	
Chief Executive Officer			
Name: Paul Mastropa	Signature:	Date:	
Board of Directors			
Name:	Signature:	Date:	

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name: Alan Purlc	Signature:	Date:	
Accounting			
Name:	Signature:	Date: 10/21/15	

GM Approval See attached
Vendor ID# 4445
GL Account 16090 GL Sub-Account 53001-001 Amount 52318.72

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 1 PAGES

TO OWNER:	Option Care Enterprises, Inc. 1411 Lake Cook Road Deerfield, IL 60015	PROJECT:	Option Care Pharmacy 624 Grassmere Park Drive Suite 22 Nashville, TN 37211	APPLICATION NO:	0007 RETAINAGE
FROM CONTRACTOR:	WellSpring Builders, Inc. 3803 Central Pike Hermitage, TN 37076	VIA ARCHITECT:	LK Design Group 16010 Via Shavano San Antonio, TX 78249	DATE:	7/29/2016
				PERIOD TO:	7/31/2016
				PROJECT NOS:	705
CONTRACT FOR:				CONTRACT DATE:	

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 946,243.00
2. Net change by Change Orders		$ 100,131.47
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 1,046,374.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,046,374.47
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,046,374.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 994,055.75
8. CURRENT PAYMENT DUE		$ 52,318.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$95,662.08	($2,592.32)
Total approved this Month	$7,061.71	$0.00
TOTALS	$102,723.79	($2,592.32)
NET CHANGES by Change Order		$100,131.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.

By: Lance Truett, Project Manager Date: 7/1/16

State of Tennessee County of Davidson

Subscribed and sworn to before me this 1st day of August 2016

Notary Public:

My Commission expires: 5/5/2020

AMY JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 5, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: LK Design Group

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
PERIOD TO: 7/31/2016
CONTRACTOR'S PROJECT NO: 705

Project: Option Care - Nashville

A	B	C	D	E	F	G		H	I
	Advance Financial - Chapman Highway		Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application (D+E)	This Period	Material Stored on Site (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage (If Variable) Rate
1	General Conditions	$41,799.00	$41,799.00	-		$41,799.00	100.00%	$0.00	$0.00
2	Current Cleanup & Debris Haul Off	$4,186.00	$4,186.00	-		$4,186.00	100.00%	$0.00	$0.00
3	Final Cleanup	$2,993.00	$2,993.00	-		$2,993.00	100.00%	$0.00	$0.00
4	Demo	$24,000.00	$24,000.00	-		$24,000.00	100.00%	$0.00	$0.00
5	Concrete - Interior and Exterior	$5,838.00	$5,838.00	-		$5,838.00	100.00%	$0.00	$0.00
6	Structural Steel	$9,350.00	$9,350.00			$9,350.00	100.00%	$0.00	$0.00
7	Plastic Laminate Casework	$31,073.00	$31,073.00	-		$31,073.00	100.00%	$0.00	$0.00
8	Rough Hardware	$2,675.00	$2,675.00	-		$2,675.00	100.00%	$0.00	$0.00
9	Caulking	$250.00	$250.00	-		$250.00	100.00%	$0.00	$0.00
10	Insulation	$29,054.00	$29,054.00	-		$29,054.00	100.00%	$0.00	$0.00
11	Roofing	$12,384.00	$12,384.00	-		$12,384.00	100.00%	$0.00	$0.00
12	Hollow Metal Frames Wood Doors Hardware	$32,418.00	$32,418.00	-		$32,418.00	100.00%	$0.00	$0.00
13	Glass and Glazing	$22,481.00	$22,481.00	-		$22,481.00	100.00%	$0.00	$0.00
14	Drywall System	$46,980.00	$46,980.00	-		$46,980.00	100.00%	$0.00	$0.00
15	Acoustical Ceilings	$16,546.00	$16,546.00	-		$16,546.00	100.00%	$0.00	$0.00
16	Flooring	$68,632.00	$68,632.00	-		$68,632.00	100.00%	$0.00	$0.00
17	Painting	$18,454.00	$18,454.00	-		$18,454.00	100.00%	$0.00	$0.00
18	Folding Partition Wall	$5,744.00	$5,744.00	-		$5,744.00	100.00%	$0.00	$0.00
19	Toilet Accessories	$8,251.00	$8,251.00	-		$8,251.00	100.00%	$0.00	$0.00
20	Interior/Exterior Signs	$248.00	$248.00	-		$248.00	100.00%	$0.00	$0.00
21	Lockers	$2,956.00	$2,956.00	-		$2,956.00	100.00%	$0.00	$0.00
22	Fire Extinguishers	$815.00	$815.00	-		$815.00	100.00%	$0.00	$0.00
23	Walk In Cooler	$16,223.00	$16,223.00	-		$16,223.00	100.00%	$0.00	$0.00
24	Window Treatments	$2,229.00	$2,229.00	-		$2,229.00	100.00%	$0.00	$0.00
25	Fire Sprinkler	$13,600.00	$13,600.00	-		$13,600.00	100.00%	$0.00	$0.00
26	HVAC	$231,442.25	$231,442.25	-		$231,442.25	100.00%	$0.00	$0.00
27	Plumbing	$84,605.75	$84,605.75	-		$84,605.75	100.00%	$0.00	$0.00
28	Electrical System	$150,718.00	$150,718.00	-		$150,718.00	100.00%	$0.00	$0.00
29	Builders Risk	$1,200.00	$1,200.00	-		$1,200.00	100.00%	$0.00	$0.00
30	Building Permit	$5,400.00	$5,400.00	-		$5,400.00	100.00%	$0.00	$0.00
31	CO #1 - HVAC Units upsized per revised BD	$32,160.00	$32,160.00	-		$32,160.00	100.00%	$0.00	$0.00
32	CO #1 - HVAC ductwork, gas, insulation per revised BD	$5,851.00	$5,851.00	-		$5,851.00	100.00%	$0.00	$0.00
33	CO #1 - Fire Protection Changes per revised BD	$550.00	$550.00	-		$550.00	100.00%	$0.00	$0.00
34	CO #1 - Electrical Changes per revised BD	$8,962.00	$8,962.00	-		$8,962.00	100.00%	$0.00	$0.00
35	CO #1 - Overhead & Profit associ with CO 1	$7,366.00	$7,366.00	-		$7,366.00	100.00%	$0.00	$0.00
36	COR #2 - Barrier	$13,423.27	$13,423.27	-		$13,423.27	100.00%	$0.00	$0.00
37	COR #3 - Door Changes	$330.68	$330.68	-		$330.68	100.00%	$0.00	$0.00
38	COR #3 - VCT Changes	$13,119.06	$13,119.06	-		$13,119.06	100.00%	$0.00	$0.00
39	COR #5 - Credit for Heaters	-$2,592.32	-2592.32	-		($2,592.32)	100.00%	$0.00	$0.00
40	COR #6 - Storefront framing & Paddle Hardware	$793.09	$793.09	-		$793.09	100.00%	$0.00	$0.00
41	COR #7 - Auto Operators	$8,877.83	$8,877.83	-		$8,877.83	100.00%	$0.00	$0.00
42	COR #8 - Rec Assemble & Install Furniture	$1,562.50	$1,562.50	-		$1,562.50	100.00%	$0.00	$0.00
43	COR #9 - Sink in Vestibule	$2,666.65	$2,666.65	-		$2,666.65	100.00%	$0.00	$0.00
44	COR #10 - Costs not in proposal	$7,061.71	$7,061.71	-		$7,061.71	100.00%	$0.00	$0.00
45	SUBTOTAL	$992,676.47	$992,676.47	$0.00	$0.00	$992,676.47	100.00%	$0.00	$0.00
46	General Contractors Fee	$53,698.00	$53,698.00	$0.00		$53,698.00	100.00%	$0.00	$0.00
47	TOTALS	$1,046,374.47	$1,046,374.47	$0.00	$0.00	$1,046,374.47	100.00%	$0.00	$0.00

WELLSPRING
builders inc

STATE OF Tennessee
COUNTY OF Davidson

FINAL RELEASE OF LIEN WAIVER

WHEREAS, the undersigned WellSpring Builders, Inc. (hereinafter referred to as "Contractor) has furnished or has contracted to furnish labor, services and/or material (hereinafter collectively referred to as "Work") in connection with the improvement of certain real property ("Property") owned by Option Care Enterprises, Inc. ("Owner") and known as the Option Care Pharmacy at 624 Grassmere Park Dr. Suite 22 Nashville, TN 37211 (the "Project")

NOW, THEREFORE, upon receipt of the sum of Fifty-Two Thousand Three Hundred Eighteen Dollars and 72/100 ($52,318.72) paid to Contractor by Owner for the Work, the Contractor does hereby:

(a) Covenant and agree that Contractor has been paid in full for all Work furnished to or performed on the Project and that the aforementioned payment constitutes full and final payment for all work performed;

(b) Waive, release, and relinquish all claims, causes of action, suits, accounts, debts, and demands, whether known or unknown, against Owner, and it's bonding company or any of their heirs, assigns, successors, predecessors, affiliates, parent companies, subsidiaries, related corporations, employees, shareholders, officers or agents, arising out of or related to the Work, the Project, or the Property;

(c) Waive and release any lien or right to lien or claim of lien on or against the Project or Property or Owner on account of Work furnished by Contractor for the improvement of the Property;

(d) Warrant and represent that any and all parties who have supplied Work or materials to Contractor for the improvement of said Project or property have been paid in full for all amounts owed them for such Work;

(e) Warrant and represent that Contractor and the individual executing this instrument on behalf of Contractor has personal knowledge of the matters herein stated and that the individual executing this instrument is authorized and fully qualified to do so on behalf of Contractor;

(f) Warrant and represent that Contractor is the sole owner of all claims released herein, and the Contractor has not sold, assigned or conveyed such claims to any other party;

(g) Covenant and agree that this instrument is made in consideration of the final payment of the aforesaid sum to Contractor and that any and all duties and obligations of Contractor and rights of the Owner shall survive such final payment and remain in full force and effect, including without limitation any applicable warranties and/or representations or responsibilities of Contractor as to adequacy of the Work.

WITNESS the hand and seal of the Undersigned, this 1st day of August, 2016.

WellSpring Builders, Inc
Contractor

By:
Title: Vice President Steve Francis

AMY JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 5, 2020

Sworn and subscribed before me this
1st day of August, 2016.

Notary Public – Amy Johnson

My commission expires: 05/05/2020

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (08/18/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000037

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature: Lori Zaitek	Date: 10/1/15
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature:	Date: 10/1/15
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Puric	Signature:	Date:
Accounting			
Name:	Karen Sinton	Signature:	Date: 10/21/15

Hoch, Kyle

From: Clabault, Kay
Sent: Monday, August 08, 2016 6:40 PM
To: Hoch, Kyle
Subject: FW: 705 - Option Care Invoice 4 for July 2016
Attachments: 705-06 Revised for owner.pdf; 705-07 July Retainage for owner.pdf

Importance: High

These are ok to process – I sent you their new address, so hopefully that has been changed in the system.

I will need payment of these asap, so I can get a final waiver to get the balance of the Landlord TI payment.

$6708.61
$52,318.72 (retainage)

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Monday, August 08, 2016 5:02 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 4 for July 2016

Please find attached our pay Applications for #6 and #7. Please let me know should you have any questions. Thanks.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
3803 Central Pike THIS IS OUR NEW ADDRESS
Hermitage, TN 37076

P: 615-834-7373 ext. 127
F: 615-834-7375
www.wellspringbuilders.com
Quality Construction with Service in Mind

option care™

AP - Special Handling Form

JAN 9 '17 PM 12:57

Today's Date: 08/09/16 Location: OFFICE #

Identify the Special Handling needed (Put an "X" next to ALL that apply):

	New Vendor Setup
x	Address Change for existing vendor
x	Rush Check needed by: 08/16/16
	Return to Location (Include address below in CHECK HANDLING)

Vendor Name: Wellspring Builders, Inc Vendor Number: 4495
(if vendor number does not exist, enter "NEW VENDOR")

Vendor Remittance: 3803 Central Pike

Hermitage, TN 37076

Invoice # Pay App 6 and Retainage Invoice Date: 07/31/16 Total Dollar Amount: $ 59,027.33

Form Completed by: 8/9/16 <---- sign & date

Manager Approval: See attached <---- sign & date

Justification for Special Handling: Needs to be rushed for getting TI Reimbursement- also new remit to address

Special Handling Instructions:

Overnight Check to:

Wellspring Builders, Inc.
3803 Central Pike

Hermitage, TN 37076

option care™

Special Handling Form

OC-002BG@optionc

Today's Date: 04/26/16

Location: 002 OC Corporate - Office

KYLE HOCH <-- Select Name from D

Identify the Special Handling needed (Put an "X" next to ALL that apply):

	New Vendor Setup (include Change Address New Vendor Form)
	Address Change for existing vendor (include Change Address New Vendor Form)
x	Rush Check needed by: 05/02/16
	Return to Location (include address below in CHECK HANDLING)
	More than 25 lines of GL distribution (include Excel file with PDF)

Vendor Name: WellSpring Builders, Inc.

Vendor Number: 4495

(If vendor number does not exist, enter "NEW '

Remit To Address: 2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

Invoice # 3/31/16

Invoice Date: 03/31/16 Total Dollar Amount: $ 450,572.09

Form Completed by: KYLE HOCH 4/26 <---- sign & date

Manager Approval: STEVE PAULSON See attached <---- sign & date

Justification for Special Handling: Meet net payment deadline

Special Handling Instructions:

Overnight Check to:

WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

V3 - 12/21/15

ACCOUNTS PAYABLE USE ONLY

Check # _____ Check Date: _____ Tracking: _____

GM Approval See Attached
Vendor ID# 4495
GL Account 16070 GL Sub-Account 530-61-001 Amount 450,572.09

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 2
PERIOD TO: 3/31/2016

DISTRIBUTION TO:
_OWNER
_ARCHITECT
_CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM ..... $ 946,243.00
2. Net Change by Change Orders ..... $ 54,889.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... $ 1,001,132.00
4. TOTAL COMPLETED AND STORED TO DATE ..... $ 622,580.54
5. RETAINAGE:
   a. 5.00 % of Completed Work $ 31,129.05
   b. 0.00 % of Stored Material $ 0.00
   Total retainage (Line 5a + 5b) ..... $ 31,129.05
6. TOTAL EARNED LESS RETAINAGE ..... $ 591,451.49
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) ..... $ 140,879.40
8. CURRENT PAYMENT DUE ..... $ 450,572.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 409,680.51

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	54,889.00	0.00
Total approved this Month	0.00	0.00
TOTALS	54,889.00	0.00
NET CHANGES by Change Order	54,889.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
2525 Perimeter Place Dr. Suite 129
Nashville, TN 37214

By: Lance Truett / Project Manager Date: 3/31/16

State of: TN
County of: Davdison
Subscribed and Sworn to before me this 31st Day of March 2016
Notary Public:
My Commission Expires: 06-21-16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 2
PERIOD TO: 3/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	41,799.00	8,359.80	12,539.70	0.00	20,899.50	50.00	20,899.50	1,044.98
2	Current Cleanup & Debris Haul Off	4,186.00	837.20	1,255.80	0.00	2,093.00	50.00	2,093.00	104.65
3	Final Cleanup	2,993.00	0.00	0.00	0.00	0.00	0.00	2,993.00	0.00
4	Demo	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
5	Concrete - Interior and Exterior	5,838.00	0.00	5,838.00	0.00	5,838.00	100.00	0.00	291.90
6	Structural Steel	9,350.00	935.00	8,415.00	0.00	9,350.00	100.00	0.00	467.50
7	Plastic Laminate Casework	31,073.00	0.00	23,304.75	0.00	23,304.75	75.00	7,768.25	1,165.24
8	Rough Hardware	2,675.00	535.00	2,140.00	0.00	2,675.00	100.00	0.00	133.75
9	Caulking	250.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00
10	Insulation	29,054.00	0.00	29,054.00	0.00	29,054.00	100.00	0.00	1,452.70
11	Roofing	12,384.00	0.00	0.00	0.00	0.00	0.00	12,384.00	0.00
12	Hollow Metal Frames Wood Doors Hardware	32,418.00	0.00	19,450.80	0.00	19,450.80	60.00	12,967.20	972.54
13	Glass and Glazing	22,481.00	0.00	4,496.20	0.00	4,496.20	20.00	17,984.80	224.81
14	Drywall System	46,980.00	23,490.00	23,490.00	0.00	46,980.00	100.00	0.00	2,349.00
15	Acoustical Ceilings	16,546.00	0.00	0.00	0.00	0.00	0.00	16,546.00	0.00
16	Flooring	68,632.00	2,058.96	38,672.00	0.00	40,730.96	59.35	27,901.04	2,036.55
17	Painting	18,454.00	0.00	5,536.20	0.00	5,536.20	30.00	12,917.80	276.81
18	Folding Partition Wall	5,744.00	0.00	2,872.00	0.00	2,872.00	50.00	2,872.00	143.60
19	Toilet Accessories	8,251.00	0.00	0.00	0.00	0.00	0.00	8,251.00	0.00
20	Interior/Exterior Signs	248.00	0.00	0.00	0.00	0.00	0.00	248.00	0.00
21	Lockers	2,956.00	0.00	0.00	0.00	0.00	0.00	2,956.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 2
PERIOD TO: 3/31/2016

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Fire Extinguishers	815.00	0.00	0.00	0.00	0.00	0.00	815.00	0.00
23	Walk In Cooler	16,223.00	0.00	8,111.50	0.00	8,111.50	50.00	8,111.50	405.58
24	Window Treatments	2,229.00	0.00	0.00	0.00	0.00	0.00	2,229.00	0.00
25	Fire Sprinkler	13,600.00	1,415.00	10,009.00	0.00	11,424.00	84.00	2,176.00	571.20
26	HVAC	231,442.25	33,412.20	89,252.19	0.00	122,664.39	53.00	108,777.86	6,133.22
27	Plumbing	84,605.75	13,655.37	43,876.54	0.00	57,531.91	68.00	27,073.84	2,876.60
28	Electrical System	150,718.00	23,952.00	72,920.00	0.00	96,872.00	64.27	53,846.00	4,843.60
29	Builders Risk	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	60.00
30	Building Permit	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
31	General Contractors Fee	53,698.00	9,043.58	24,351.21	0.00	33,394.79	62.19	20,303.21	1,669.74
50	CO 1 - HVAC Units upsized per revised BD	32,160.00	0.00	32,160.00	0.00	32,160.00	100.00	0.00	1,608.00
51	CO 1 - HVAC ductwork, gas, insulation per revised BD	5,851.00	0.00	5,851.00	0.00	5,851.00	100.00	0.00	292.55
52	Fire Protection changes per revised BD	550.00	0.00	550.00	0.00	550.00	100.00	0.00	27.50
53	Electrical Changes per revised BD	8,962.00	0.00	3,584.80	0.00	3,584.80	40.00	5,377.20	179.24
54	Overhead & Profit assoc with CO 1	7,366.00	0.00	6,555.74	0.00	6,555.74	89.00	810.26	327.79
	REPORT TOTALS	$1,001,132.00	$148,294.11	$474,286.43	$0.00	$622,580.54	62.19	$378,551.46	$31,129.05

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **Four Hundred Fifty Thousand Five Hundred Seventy-Two Dollars and 09/100 ($450,572.09)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from March 1, 2016 to March 31, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

Signature

March 31, 2016 Date

Amy Johnson
Notary Name

June 21, 2016
Commission Expires

Signature

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $865.45 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6th day of April, 2016.

Jarrett Fire Protection
Subcontractor / Materialmen / Vendor

By: Richard Thomas

Title: Controller

Sworn and subscribed before me this 6 Day of April, 2016.

Ashley Miller
Notary Public

My commission expires: May-6-2019

ASHLEY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $ 44,709.48 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of **Option Care Pharmacy** located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through **02/29/2016** only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 20 16

Total HVAC, LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Project Manager

Sworn and subscribed before me this 6 Day of April, 20 16

[signature]
Notary Public

My commission expires: November 18, 2017

MIA C. ABERNATHY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $41,315.50 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 2016.

DEANA HITE
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Copperhead Construction, LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Pres.

Sworn and subscribed before me this 6 Day of April, 2016.

[signature]
Notary Public

My commission expires: 2/4/19

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $22,754.40 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6th day of April, 2016.

JS Services, LLC
Subcontractor / Materialmen / Vendor

By: Megan R. Bu

Title: Office Manager

Sworn and subscribed before me this 6th Day of April, 2016.

[signature]
Notary Public

My commission expires: 06-21-16

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $140,879.40 for labor, services, equipment or materials furnished to Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 2016.

WELLSPRING BUILDERS, INC.
Subcontractor / Materialmen / Vendor

By: Scott Patton

Title: M. Scott Patton, President

Sworn and subscribed before me this 6th Day of April, 2016.

Notary Public

My commission expires: 06-21-16

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 10,459.50 (Amount) payable to Triple Steel LLC (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of OPTION CARE (Project Name) located at 624 GRASSMERE PARK DR, STE 22, NASHVILLE TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to OPTION CARE *(Owner)* thru 3/31/16 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 15th day of March, 20 16.

Triple Steel LLC
Subcontractor / Materialmen / Vendor

By: _____

Title: President

Sworn and subscribed before me this 15th day of March, 20 16.

Notary Public

My commission expires: March 6, 2018

DERBY A. VAUGHN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 33,797.88 (Amount) payable to Contract Carpet Sales (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 624 Grassmere Park Dr Ste 22 Nashville TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care *(Owner)* thru 3-31-16 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or Items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 31st day of March, 2016.

Contract Carpet Sales
Subcontractor / Materialmen / Vendor

By: Richard Byed

Title: President

Sworn and subscribed before me this 1st day of April, 2016.

Christina Hamilton
Notary Public

CHRISTINA N. HAMILTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2019

My commission expires:

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:59 AM
To: Hoch, Kyle
Subject: Nashville GC Payment
Attachments: 705-02 March 2016 with attachments.pdf; 201604201145.pdf

Kyle this is approved, payment of $450,572.09, against the approved AOF. Lien waivers are also attached.

Please expedite payment to be made within 3 weeks. Thank you.

FYI, I sent the final TI reimbursement request to the landlord, when that check comes in, please have accounting credit against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #2 for work completed thru March 3`, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214
P: 615-834-7373 ext. 27
F: 615-834-7375
www.wellspringbuilders.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06/03/2015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 000039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	*Item Description*	*Unit Price*	*Quantity*	*Cost*
Leasehold improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator Name: Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head Name: Steven Paulson	Signature:	Date:
Chief Information Officer Name:	Signature:	Date:
Area Vice President or Corporate Vice President or Director Name: Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations Name: Lori Zsitek	Signature: [illegible]	Date: 10/7/15
Chief Financial Officer Name: Mike Shapiro	Signature: [illegible]	Date: 9-30-15
Chief Executive Officer Name: Paul Mastrapa	Signature: [illegible]	Date: 10/9/15
Board of Directors Name:	Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance Name: Alan Puric	Signature:	Date:
Accounting Name: [illegible]	Signature: [illegible]	Date: 10/21/15

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:59 AM
To: Hoch, Kyle
Subject: Nashville GC Payment
Attachments: 705-02 March 2016 with attachments.pdf; 201604201145.pdf

Kyle this is approved, payment of $450,572.09, against the approved AOF. Lien waivers are also attached.

Please expedite payment to be made within 3 weeks. Thank you.

FYI, I sent the final TI reimbursement request to the landlord, when that check comes in, please have accounting credit against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #2 for work completed thru March 3`, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214
P: 615-834-7373 ext. 27
F: 615-834-7375
www.wellspringbuilders.com

Quality Construction with Service in Mind

May the Lord bless you and protect you.
May the Lord smile on you and be gracious to you.
May the Lord show you his favor and give you his peace. — Numbers 6:24-26

Hoch, Kyle

From: Paulson, Steve
Sent: Tuesday, April 26, 2016 9:06 AM
To: Hoch, Kyle
Subject: RE: Nashville GC Payment

Yes, I approve.

Steve Paulson
Director, Real Estate and Facilities
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (262) 226-0251

From: Hoch, Kyle
Sent: Tuesday, April 26, 2016 9:03 AM
To: Paulson, Steve <steve.paulson@optioncare.com>
Subject: FW: Nashville GC Payment

Good morning Steve,

I attached a batch register for your approval if you are able. This is for the Nashville project. Kay has requested it submitted to AP today (see below email chain for reference). Would you be able to approve the expedited payment to Wellspring Builders for $450,572.09 to be used against the attached AOF? Thank you.

Kyle Hoch
Facilities Services Coordinator
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (217)621-5248

From: Clabault, Kay
Sent: Tuesday, April 26, 2016 8:54 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: RE: Nashville GC Payment

Yes, we should get them paid right away. See if we can do it with an email signature. Otherwise, have accounting cut the check for them right away. Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Hoch, Kyle
Sent: Tuesday, April 26, 2016 8:52 AM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: RE: Nashville GC Payment

This has been waiting on my desk for Steve's signature on the batch register. He said he is coming in tomorrow, or I can try and push it through with an email approval if that would help though.

Kyle Hoch
Facilities Services Coordinator
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (217)621-5248

From: Clabault, Kay
Sent: Tuesday, April 26, 2016 8:48 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: FW: Nashville GC Payment

Kyle, would you be able to check on the status of payment for this invoice? They sent it on 4/6, but it was held up waiting for waivers, so the subs are looking for payment. I sent it to you approved on 4/20. Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:58 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: Nashville GC Payment

Kyle this is approved, payment of $450,572.09, against the approved AOF. Lien waivers are also attached.

Please expedite payment to be made within 3 weeks. Thank you.

FYI, I sent the final TI reimbursement request to the landlord, when that check comes in, please have accounting credit against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #2 for work completed thru March 3`, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214
P: 615-834-7373 ext. 27
F: 615-834-7375
www.wellspringbuilders.com

Quality Construction with Service in Mind

May the Lord bless you and protect you.
May the Lord smile on you and be gracious to you.
May the Lord show you his favor and give you his peace. — Numbers 6:24-26

GM Approval See Attached
Vendor ID# 4495

GL Account	GL Sub-Account	Amount
16070	536-61-001	450,572.09

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 2
PERIOD TO: 3/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM ..... $ 946,243.00
2. Net Change by Change Orders ..... $ 54,889.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... $ 1,001,132.00
4. TOTAL COMPLETED AND STORED TO DATE ..... $ 622,580.54
5. RETAINAGE:
   a. 5.00 % of Completed Work $ 31,129.05
   b. 0.00 % of Stored Material $ 0.00
   Total retainage (Line 5a + 5b) ..... $ 31,129.05
6. TOTAL EARNED LESS RETAINAGE ..... $ 591,451.49
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) ..... $ 140,879.40
8. CURRENT PAYMENT DUE ..... $ 450,572.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 409,680.51

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	54,889.00	0.00
Total approved this Month	0.00	0.00
TOTALS	54,889.00	0.00
NET CHANGES by Change Order	54,889.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: WellSpring Builders, Inc.
2525 Perimeter Place Dr. Suite 129
Nashville, TN 37214

By: Lance Truett / Project Manager Date: 3/31/16

State of: TN
County of: Davdison
Subscribed and Sworn to before me this 31st Day of March 2016
Notary Public: Amy Johnson
My Commission Expires: 06-21-16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): Option Care Enterprises, Inc.
1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
Nashville, TN 37211

APPLICATION NO: 2
PERIOD TO: 3/31/2016

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	41,799.00	8,359.80	12,539.70	0.00	20,899.50	50.00	20,899.50	1,044.98
2	Current Cleanup & Debris Haul Off	4,186.00	837.20	1,255.80	0.00	2,093.00	50.00	2,093.00	104.65
3	Final Cleanup	2,993.00	0.00	0.00	0.00	0.00	0.00	2,993.00	0.00
4	Demo	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
5	Concrete - Interior and Exterior	5,838.00	0.00	5,838.00	0.00	5,838.00	100.00	0.00	291.90
6	Structural Steel	9,350.00	935.00	8,415.00	0.00	9,350.00	100.00	0.00	467.50
7	Plastic Laminate Casework	31,073.00	0.00	23,304.75	0.00	23,304.75	75.00	7,768.25	1,165.24
8	Rough Hardware	2,675.00	535.00	2,140.00	0.00	2,675.00	100.00	0.00	133.75
9	Caulking	250.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00
10	Insulation	29,054.00	0.00	29,054.00	0.00	29,054.00	100.00	0.00	1,452.70
11	Roofing	12,384.00	0.00	0.00	0.00	0.00	0.00	12,384.00	0.00
12	Hollow Metal Frames Wood Doors Hardware	32,418.00	0.00	19,450.80	0.00	19,450.80	60.00	12,967.20	972.54
13	Glass and Glazing	22,481.00	0.00	4,496.20	0.00	4,496.20	20.00	17,984.80	224.81
14	Drywall System	46,980.00	23,490.00	23,490.00	0.00	46,980.00	100.00	0.00	2,349.00
15	Acoustical Ceilings	16,546.00	0.00	0.00	0.00	0.00	0.00	16,546.00	0.00
16	Flooring	68,632.00	2,058.96	38,672.00	0.00	40,730.96	59.35	27,901.04	2,036.55
17	Painting	18,454.00	0.00	5,536.20	0.00	5,536.20	30.00	12,917.80	276.81
18	Folding Partition Wall	5,744.00	0.00	2,872.00	0.00	2,872.00	50.00	2,872.00	143.60
19	Toilet Accessories	8,251.00	0.00	0.00	0.00	0.00	0.00	8,251.00	0.00
20	Interior/Exterior Signs	248.00	0.00	0.00	0.00	0.00	0.00	248.00	0.00
21	Lockers	2,956.00	0.00	0.00	0.00	0.00	0.00	2,956.00	0.00

AIA Type Document
Application and Certification for Payment

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1411 Lake Cook Rd
Deerfield, IL 60015

PROJECT: Option Care Pharmacy
624 Grassmere Park Dr.
Suite 22
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_ OWNER
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FROM (CONTRACTOR): WellSpring Builders, Inc.
2525 Perimeter Place Dr.
Suite 129
Nashville, TN 37214

VIA (ARCHITECT): LK Design Group
16010 Via Shavano
San Antonio, TX 78249

ARCHITECT'S PROJECT NO: 705

CONTRACT FOR: Option Care Pharmacy

CONTRACT DATE: 1/14/2016

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Fire Extinguishers	815.00	0.00	0.00	0.00	0.00	0.00	815.00	0.00
23	Walk In Cooler	16,223.00	0.00	8,111.50	0.00	8,111.50	50.00	8,111.50	405.58
24	Window Treatments	2,229.00	0.00	0.00	0.00	0.00	0.00	2,229.00	0.00
25	Fire Sprinkler	13,600.00	1,415.00	10,009.00	0.00	11,424.00	84.00	2,176.00	571.20
26	HVAC	231,442.25	33,412.20	89,252.19	0.00	122,664.39	53.00	108,777.86	6,133.22
27	Plumbing	84,605.75	13,655.37	43,876.54	0.00	57,531.91	68.00	27,073.84	2,876.60
28	Electrical System	150,718.00	23,952.00	72,920.00	0.00	96,872.00	64.27	53,846.00	4,843.60
29	Builders Risk	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	60.00
30	Building Permit	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
31	General Contractors Fee	53,698.00	9,043.58	24,351.21	0.00	33,394.79	62.19	20,303.21	1,669.74
50	CO 1 - HVAC Units upsized per revised BD	32,160.00	0.00	32,160.00	0.00	32,160.00	100.00	0.00	1,608.00
51	CO 1 - HVAC ductwork, gas, insulation per revised BD	5,851.00	0.00	5,851.00	0.00	5,851.00	100.00	0.00	292.55
52	Fire Protection changes per revised BD	550.00	0.00	550.00	0.00	550.00	100.00	0.00	27.50
53	Electrical Changes per revised BD	8,962.00	0.00	3,584.80	0.00	3,584.80	40.00	5,377.20	179.24
54	Overhead & Profit assoc with CO 1	7,366.00	0.00	6,555.74	0.00	6,555.74	89.00	810.26	327.79
	REPORT TOTALS	$1,001,132.00	$148,294.11	$474,286.43	$0.00	$622,580.54	62.19	$378,551.46	$31,129.05

WELLSPRING
builders inc

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish Construction Services for the premises known as Option Care Pharmacy located at 624 Grassmere Park Drive Suite 22 Nashville, TN 37211 of which Option Care Enterprises, Inc. is the owner.

Upon receipt of **Four Hundred Fifty Thousand Five Hundred Seventy-Two Dollars and 09/100 ($450,572.09)**, the undersigned acknowledges payment in full for all work, service, and materials completed during the period from March 1, 2016 to March 31, 2016 and does hereby waive and release any and all lien of claim of, except retainage, or right to, lien relating to the above-described work and premises.

WellSpring Builders, Inc. Company Name

Signature

March 31, 2016 Date

Amy Johnson
Notary Name

June 21, 2016
Commission Expires

Signature

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $865.45 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6th day of April, 2016.

Jarrett Fire Protection
Subcontractor / Materialmen / Vendor

By: [illegible]

Title: Controller

Sworn and subscribed before me this 6 Day of April, 2016.

Ashley Miller
Notary Public

My commission expires: May-6-2019

ASHLEY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $ 44,709.48 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of **Option Care Pharmacy** located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through **02/29/2016** only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 20 16

Total HVAC, LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Project Manager

Sworn and subscribed before me this 6 Day of April, 20 16.

[signature]
Notary Public

My commission expires: November 18, 2017

MIA C. ABERNATHY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $**41,315.50** for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of **Option Care Pharmacy** located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through **02/29/2016** only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 2016.

DEANA HITE
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Copperhead Construction, LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: Pres.

Sworn and subscribed before me this 6 Day of April, 2016.

[signature]
Notary Public

My commission expires: 2/4/19

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $22,754.40 for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to WellSpring Builders, Inc. and Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6th day of April, 2016.

JS Services, LLC
Subcontractor / Materialmen / Vendor
By: Meredith Bu
Title: Office Manager

Sworn and subscribed before me this 6th Day of April, 2016.

Notary Public

My commission expires: 06-21-16

UNCONDITIONAL WAIVER

The undersigned has been paid a lump sum in the amount of $140,879.40 for labor, services, equipment or materials furnished to Option Care on the job of Option Care Pharmacy located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to Option Care through 02/29/2016 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment

WITNESS the hand and seal of the Undersigned, this 6 day of April, 2016.

WELLSPRING BUILDERS, INC.
Subcontractor / Materialmen / Vendor

By: Scott Patton

Title: M. Scott Patton, President

Sworn and subscribed before me this 6th Day of April, 2016.

Notary Public

My commission expires: 06-21-16

JAN 9 '17 PM 12:57

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 10,459.50 (Amount) payable to Triple Steel LLC (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of OPTION CARE (Project Name) located at 624 GRASSMERE PARK DR, STE 22, NASHVILLE TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to OPTION CARE *(Owner)* thru 3/31/16 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 15th day of March, 20 16.

Triple Steel LLC
Subcontractor / Materialmen / Vendor

By: [signature]

Title: President

Sworn and subscribed before me this 15th day of March, 20 16.

[signature]
Notary Public

My commission expires: March 6, 2018

DEBRA A. VAUGHN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CONDITIONAL WAIVER RELEASE UPON PROGRESS PAYMENT

Upon Receipt by the undersigned of a check from Wellspring Builders, Inc. (General Contractor) in the sum of $ 33,797.88 (Amount) payable to Contract Carpet Sales (Subcontractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has in the job of Option Care (Project Name) located at 624 Grassmere Park Dr Ste 22 Nashville TN 37211 (Project Address) to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Option Care *(Owner)* thru 3-31-16 *(Date)* only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

WITNESS the hand and seal of the Undersigned, this 31st day of March, 2016.

Contract Carpet Sales
Subcontractor / Materialmen / Vendor

By: [signature]

Title: President

Sworn and subscribed before me this 1st day of April, 2016.

Christina Hamilton
Notary Public

My commission expires:

CHRISTINA N. HAMILTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2019

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:59 AM
To: Hoch, Kyle
Subject: Nashville GC Payment
Attachments: 705-02 March 2016 with attachments.pdf; 201604201145.pdf

Kyle this is approved, payment of $450,572.09, against the approved AOF. Lien waivers are also attached.

Please expedite payment to be made within 3 weeks. Thank you.

FYI, I sent the final TI reimbursement request to the landlord, when that check comes in, please have accounting credit against the AOF.

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #2 for work completed thru March 3`, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214
P: 615-834-7373 ext. 27
F: 615-834-7375
www.wellspringbuilders.com

OPTION CARE **Appropriation of Funds (AOF) Form**

Sub-account	Location or Department	AOF No. Version 3 (06102015)
New Office? NO 530	Vanderbilt JV	(Accounting will provide after approval process) 300039

Project Title
2016 Capital project Relocation

Project Originator
Facilities, Kay Clabault

Is this a multi-phase (long-term) project? YES

Project Category Real Estate

Detail of Project Items & Costs (attach a minimum of 2 cost quotes):
Give Brand Name, Make, and Model (include picture or catalog page)

Asset Type	Item Description	Unit Price	Quantity	Cost
Leasehold Improvement	relocation branch build out	$1,400,000.00	1.00	$ 1,400,000.00
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
Asset Type				$ -
			Total	$ 1,400,000.00

Justification for purchase:
Approved Capital project based on production volume and compliance

Return on Investment (ROI)

Estimated Return on Investment? 100%

Explanation for calculated ROI:
Capital expenditure for increase in production and compliance

Budget Analysis

Was this AOF budgeted?	YES
Budgeted Cost	$ 1,400,000.00
Cost per AOF	$ 1,400,000.00
Over (Under)	$ -

Approvals

Project Originator			
Name:	Kay Clabault	Signature: K Clabault	Date: 8/31/15
General Manager or Dept Head			
Name:	Steven Paulson	Signature:	Date:
Chief Information Officer			
Name:		Signature:	Date:
Area Vice President or Corporate Vice President or Director			
Name:	Julie Koenig	Signature: Julie Koenig	Date: 10/1/15
Vice President of Operations			
Name:	Lori Zaitek	Signature:	Date: 10/7/15
Chief Financial Officer			
Name:	Mike Shapiro	Signature:	Date: 9-30-15
Chief Executive Officer			
Name:	Paul Mastrapa	Signature:	Date: 10/15
Board of Directors			
Name:		Signature:	Date:

Secondary Approvals (to be received after submission to Finance and Accounting):

Finance			
Name:	Alan Puric	Signature:	Date:
Accounting			
Name:	Tracy Snyder	Signature:	Date: 10/21/15

Hoch, Kyle

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:59 AM
To: Hoch, Kyle
Subject: Nashville GC Payment
Attachments: 705-02 March 2016 with attachments.pdf; 201604201145.pdf

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Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

Please find attached our Application for Payment #2 for work completed thru March 3`, 2016 for your review, approval and payment.

Amy Johnson
Controller / Administrative Manager

WellSpring Builders, Inc.
2525 Perimeter Place Dr., Suite 129
Nashville, TN 37214
P: 615-834-7373 ext. 27
F: 615-834-7375
www.wellspringbuilders.com

Quality Construction with Service in Mind

May the Lord bless you and protect you.
May the Lord smile on you and be gracious to you.
May the Lord show you his favor and give you his peace. — Numbers 6:24-26

Hoch, Kyle

From: Paulson, Steve
Sent: Tuesday, April 26, 2016 9:06 AM
To: Hoch, Kyle
Subject: RE: Nashville GC Payment

Yes, I approve.

Steve Paulson
Director, Real Estate and Facilities
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (262) 226-0251

From: Hoch, Kyle
Sent: Tuesday, April 26, 2016 9:03 AM
To: Paulson, Steve <steve.paulson@optioncare.com>
Subject: FW: Nashville GC Payment

Good morning Steve,

I attached a batch register for your approval if you are able. This is for the Nashville project. Kay has requested it submitted to AP today (see below email chain for reference). Would you be able to approve the expedited payment to Wellspring Builders for $450,572.09 to be used against the attached AOF? Thank you.

Kyle Hoch
Facilities Services Coordinator
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (217)621-5248

From: Clabault, Kay
Sent: Tuesday, April 26, 2016 8:54 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: RE: Nashville GC Payment

Yes, we should get them paid right away. See if we can do it with an email signature. Otherwise, have accounting cut the check for them right away. Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Hoch, Kyle
Sent: Tuesday, April 26, 2016 8:52 AM
To: Clabault, Kay <kay.clabault@optioncare.com>
Subject: RE: Nashville GC Payment

This has been waiting on my desk for Steve's signature on the batch register. He said he is coming in tomorrow, or I can try and push it through with an email approval if that would help though.

Kyle Hoch
Facilities Services Coordinator
Option Care
1411 Lake Cook Road
Deerfield, IL 60015
C (217)621-5248

From: Clabault, Kay
Sent: Tuesday, April 26, 2016 8:48 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: FW: Nashville GC Payment

Kyle, would you be able to check on the status of payment for this invoice? They sent it on 4/6, but it was held up waiting for waivers, so the subs are looking for payment. I sent it to you approved on 4/20. Thanks.

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

Passionate People, Partnering in Health to Deliver Extraordinary Care.

From: Clabault, Kay
Sent: Wednesday, April 20, 2016 11:58 AM
To: Hoch, Kyle <kyle.hoch@optioncare.com>
Subject: Nashville GC Payment

Kyle this is approved, payment of $450,572.09, against the approved AOF. Lien waivers are also attached.

Please expedite payment to be made within 3 weeks. Thank you.

FYI, I sent the final TI reimbursement request to the landlord, when that check comes in, please have accounting credit against the AOF.

JAN 9 '17 PM12:58

Thank you,

Kay Clabault
Sr. Project Manager
Option Care
C (414) 870-7248
kay.clabault@optioncare.com

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From: Amy Johnson [mailto:ajohnson@wellspringbuilders.com]
Sent: Wednesday, April 06, 2016 1:41 PM
To: Clabault, Kay <kay.clabault@optioncare.com>; wade.h@lkdesigngroup.com
Cc: Lance Truett <ltruett@wellspringbuilders.com>
Subject: RE: 705 - Option Care Invoice 2 for March 2016

Kay and Wade,

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Amy Johnson
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