

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Andrew N. Ferguson, Chairman
Mark R. Meador

In the Matter of)
)
Centerbridge Seaport Acquisition Fund, L.P.,) **DECISION AND ORDER**
 a limited partnership;)
)
National Mentor Holdings, Inc.,)
 a corporation;)
)
 and)
)
BrightSpring Health Services, Inc.,)
 a corporation.)
)

DECISION

The Federal Trade Commission initiated an investigation of the proposed acquisition by Respondent Centerbridge Seaport Acquisition Fund, L.P. and Respondent National Mentor Holdings, Inc., (collectively “Respondent Sevita”) of the ResCare Community Living business (“ResCare”) from Respondent BrightSpring Health Services, Inc. (collectively “Respondents”). The Commission’s Bureau of Competition prepared and furnished to Respondents the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45 (collectively “Acts”).

Respondents and the Bureau of Competition executed an Agreement Containing Consent Orders (“Consent Agreement”) containing (1) an admission by Respondents of all the jurisdictional facts set forth in the Draft Complaint, (2) a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission’s Rules, and (4) a proposed Decision and Order and an Order to Maintain Assets.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the said Acts, and that a complaint should issue stating its charges in

that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments; at the same time, it issued and served its Complaint and Order to Maintain Assets. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings, and issues the following Decision and Order (“Order”):

1. Respondent Centerbridge Seaport Acquisition Fund, L.P. is a limited partnership organized, existing, and doing business under, and by virtue of, the laws of the state of Delaware, with its headquarters address at 375 Park Avenue, 11th Floor, New York, New York 10152.
2. Respondent National Mentor Holdings, Inc., is a corporation organized, existing, and doing business under, and by virtue of, the laws of the state of Delaware, with its headquarters and principal place of business located at 6600 France Avenue South, Edina, Minnesota 55435.
3. Respondent BrightSpring is a corporation organized, existing, and doing business under, and by virtue of, the laws of the state of Delaware, with its headquarters and principal place of business located at 805 N Whittington Pkwy Louisville, Kentucky 40222.
4. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

ORDER

I. Definitions

IT IS ORDERED that, as used in this Order, the following definitions apply:

- A. “Sevita” means Centerbridge Seaport Acquisition Fund, L.P., its subsidiary National Mentor Holdings, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by either Centerbridge Seaport Acquisition Fund, L.P. or National Mentor Holdings, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “BrightSpring” means BrightSpring Health Services, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by BrightSpring Health Services, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Dungarvin” means Dungarvin Group, Inc., a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Minnesota with its headquarters and principal place of business located at 1444 Northland Drive, Suite 200, Mendota Heights, Minnesota 55120.
- D. “Commission” means the Federal Trade Commission.

E. “Acquirer” means:

1. Dungarvin; or
2. Any other Person that acquires the Divestiture Facility Assets pursuant to this Order.

F. “Acquisition” means the proposed acquisition described in the agreement titled “Purchase Agreement by and among Res-Care, Inc., The Other Entities Identified Herein as Sellers, National Mentor Holdings, Inc., and BrightSpring Health Services, Inc.,” dated January 17, 2025, as amended by that First Amendment to Purchase Agreement dated as of December 5, 2025.

G. “Acquisition Date” means the date Respondents consummate the Acquisition, which shall not be earlier than March 30, 2026.

H. “Business Information” means books, records, data, and information, wherever located and however stored, including electronic medical records, documents, written information, graphic materials, and data and information in electronic format, along with the knowledge of employees, contractors, and representatives. Business Information includes books, records, information, and data relating to sales, marketing, logistics, advertising, personnel, accounting, business strategy, information technology systems, customers, suppliers, vendors, research and development, registrations, licenses, permits (to the extent transferable), and operations.

I. “Confidential Information” means all Business Information not in the public domain, except for any information that was or becomes generally available to the public other than as a result of disclosure by Respondents.

J. “Consent” means any approval, consent, ratification, waiver, or other authorization.

K. “Contract” means an agreement, contract, lease, license agreement, consensual obligation, promise, or undertaking with one or more third parties, whether written or oral and whether express or implied, and whether or not legally binding.

L. “Day Training Facility” means a location that provides daytime-only recreational, learning, and vocational programs to individuals with intellectual and developmental disabilities.

M. “Direct Cost” means the cost of labor, materials, travel, and other expenditures directly incurred. The cost of any labor included in Direct Cost shall not exceed the hours of labor provided times the then-current average hourly wage rate, including benefits, for the employee providing such labor.

N. “Divestiture Agreement” means:

1. The “Asset Purchase Agreement by and among National Mentor Holdings, Inc., Dungarvin Indiana, LLC, Dungarvin Texas, LLC, Dungarvin Louisiana, LLC, Dungarvin Minnesota, LLC, and Dungarvin Group, Inc.” dated January 8, 2026, and all amendments, exhibits, attachments, agreements (including the Interim Management Agreement and agreements to provide Transitional Assistance), and schedules attached to this Order as Nonpublic Appendix A; or

2. Any agreement between Respondent Sevita (or a Divestiture Trustee appointed pursuant to Section IX of this Order) and an Acquirer to purchase the Divestiture Facility Assets, and all amendments, exhibits, attachments, agreements, and schedules thereto.
- O. “Divestiture Date” means the closing date of the acquisition of the Divestiture Facility Assets by the Acquirer as required by this Order.
- P. “Divestiture Facility” means, individually or collectively, the Facilities listed in Nonpublic Appendix B.
- Q. “Divestiture Facility Assets” means the rights, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible of every kind and description, wherever located, used in or relating to the Facility Business of each Divestiture Facility, including:
 1. All real property interests (including fee simple interests or real property leasehold interests) including all easements and appurtenances, together with all building and other structures, facilities; or rights and improvements thereon (including rights to any related parking facility or lot);
 2. All Equipment;
 3. All Business Information;
 4. Respondent Sevita’s Medicare and Medicaid provider numbers, to the extent transferable;
 5. All permits and licenses, to the extent transferable; and
 6. Any other assets that are used in, or necessary for, the Facility Business of a Divestiture Facility.
- R. “Divestiture Facility Employee” means any full-time, part-time, or contract individual employed in the business of the Divestiture Facility, as of August 25, 2025.
- S. “Divestiture Trustee” means the Person appointed by the Commission pursuant to Section IX of this Order.
- T. “Employee Information” means to the extent permitted by law, the following information summarizing the employment history of each employee that includes:
 1. Name, job title or position, date of hire, and effective service date;
 2. Specific description of the employee’s responsibilities;
 3. The employee’s base salary or current wages;
 4. Most recent bonus paid, aggregate annual compensation for Respondents’ last fiscal year, and current target or guaranteed bonus, if any;
 5. Written performance reviews for the past three years, if any;
 6. Employment status (*i.e.*, active or on leave or disability; full-time or part-time);

7. Any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and
8. At the Acquirer's option, copies of all employee benefit plans and summary plan descriptions (if any) applicable to the employee.

U. "Equipment" means all tangible personal property of every kind owned or leased by Respondent Sevita in connection with the operation of the Facility Business of each Divestiture Facility, including all: fixtures, furniture, medical equipment, computer equipment and third-party software, office equipment, telephone systems, security systems, furnishings, parts, tools, supplies, and all other items of equipment or tangible personal property of any nature or other systems used in the operation of the Facility Business at any Divestiture Facility, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part, to the extent such warranty is transferrable, and all maintenance records and other related documents.

V. "Facility" means a location that provides health and human services to individuals with intellectual and developmental disabilities, including ICF/IDD and day training facilities.

W. "Facility Business" means all activities relating to the business of a Facility, including:

1. Attracting residents to such Facility for health and human services;
2. Providing services relating to intellectual and developmental disabilities to residents of such Facility;
3. Maintaining the equipment on the premises of such Facility;
4. Purchasing supplies and equipment for such Facility;
5. Negotiating leases for the premises of such Facility;
6. Contracting for the services of direct support employees for such Facility;
7. Dealing with Payors, including negotiating contracts with such Payors and submitting claims to such Payors; and
8. Obtaining or maintaining Governmental Authorizations relating to such Facility or otherwise dealing with government entities that regulate operations of the Facility.

X. "Governmental Authorization" means a Consent, license, registration, or permit issued, granted, given, or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement.

Y. "ICF/IDD" means an intermediate care facility that provides health and human services to individuals with intellectual and developmental disabilities that operates 24 hours a day, seven days a week.

Z. "Monitor" means any Person appointed by the Commission to serve as a monitor pursuant to the Orders.

AA. "Orders" means this Order and the Order to Maintain Assets.

- BB. “Person” means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, or other entity or a governmental body.
- CC. “Real Property” means the real property on which, or in which, any Divestiture Facility is located, including real property used for parking and for other functions related to the Divestiture Facility.
- DD. “Retained Assets” means the list of assets identified in Nonpublic Appendix C.
- EE. “Transitional Assistance” means technical services, personnel, assistance, training, and other logistical, administrative, and other transitional support as required by the Acquirer to facilitate the transfer of the Divestiture Facilities from Respondent Sevita to the Acquirer, including training, personnel, and support related to: audits, finance and accounting, accounts receivable, accounts payable, employee benefits, payroll, pensions, human resources, general medical products supply, purchasing, quality control, transfer of information technology and related systems, maintenance and repair of facilities and Equipment, use of any name or brand used in the Facility Business of the respective Divestiture Facility for transitional purposes, Government Authorizations, regulatory compliance, sales and marketing, resident services, and supply chain management and resident transfer logistics.

II. Divestiture

IT IS FURTHER ORDERED that:

- A. No later than 10 days after the Acquisition Date, Respondent Sevita shall divest the Divestiture Facility Assets as an ongoing business, absolutely and in good faith, to Dungarvin.
Provided, however, that, if within 12 months after issuing this Order, the Commission determines, in consultation with the Acquirer and the Monitor, the Acquirer needs one or more Retained Assets to operate the Divestiture Facility Assets in a manner that achieves the purposes of this Order, Respondent Sevita shall divest, absolutely and in good faith, such needed Retained Assets to the Acquirer;
- B. If Respondent Sevita has divested the Divestiture Facility Assets to the Acquirer prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that:
 1. The Acquirer is not an acceptable purchaser of the relevant Divestiture Facility Assets, then Respondent Sevita shall rescind the divestiture to that Acquirer within 5 days of notification, and the Divestiture Trustee appointed by the Commission shall divest the relevant Divestiture Facility Assets no later than 180 days from the date this Order is issued, absolutely and in good faith, at no minimum price, to a Person that receives the prior approval of the Commission and in a manner that receives the prior approval of the Commission; or

2. The manner in which the divestiture to the Acquirer was accomplished is not acceptable, and the Commission may direct Respondent Sevita, or appoint a Divestiture Trustee, to modify the manner of divestiture of the relevant Divestiture Facility Assets as the Commission may determine is necessary to satisfy the requirements of this Order.

- C. Respondent Sevita shall not consummate the Acquisition until it has obtained, for all the Divestiture Facilities, all approvals for the assignment to the Acquirer of the rights, title, and interest to each lease for Real Property of each Divestiture Facility.
- D. Respondent Sevita shall release, and shall not exercise, any right or cause of action against any relevant landlord that is provided to Respondent Sevita by a lease agreement related to any Divestiture Facility transferred to an Acquirer pursuant to this Order, with respect to rights or causes of action accruing on or after the date of such transfer.
- E. Respondent Sevita shall assist the Acquirer to conduct a due diligence investigation of the Divestiture Facility Assets the Acquirer seeks to purchase, including by providing sufficient and timely access to all information customarily provided as part of a due diligence process, and affording the Acquirer and its representatives (including prospective lenders and their representatives) full and free access, during regular business hours, to the personnel, assets, Contracts, Governmental Authorizations, Business Information, with such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Respondent Sevita.
- F. With respect to all contracts included in the Divestiture Facility Assets, at the Acquirer's option and on the Divestiture Date of each Divestiture Facility, Respondent Sevita shall:
 1. If such contract can be assigned without third-party approval, assign Respondent Sevita's rights under the contract to the Acquirer; and
 2. If such contract can be assigned to the Acquirer only with third-party approval, assist and cooperate with the Acquirer in obtaining such third-party approval and in assigning the contract to the Acquirer, or in obtaining a new contract.
- G. Respondent Sevita shall assist the Acquirer in obtaining all licenses, permits, authorizations, or certifications related to or necessary for the operation of the Divestiture Facility Assets.

III. Divestiture Agreement

IT IS FURTHER ORDERED that:

- A. The Divestiture Agreement shall be incorporated by reference into this Order and made a part hereof, and any failure by Respondent Sevita to comply with the terms of the Divestiture Agreement shall constitute a violation of this Order; *provided, however,* that the Divestiture Agreement shall not limit, or be construed to limit, the terms of this Order. To the extent any provision in the Divestiture Agreement varies from or conflicts with any provision in this Order such that Respondent Sevita cannot fully comply with both, Respondent Sevita shall comply with this Order.

B. Respondent Sevita shall not modify or amend the terms of the Divestiture Agreement after the Commission issues this Order without the prior approval of the Commission, except as otherwise provided in Commission Rule 2.41(f)(5), 16 C.F.R. § 2.41(f)(5).

IV. Transition Assistance

IT IS FURTHER ORDERED that:

- A. Until Respondent Sevita has transferred all Business Information and divested all Divestiture Facility Assets to the Acquirer, Respondent Sevita shall ensure that the Business Information is maintained and updated in the ordinary course of business and shall provide the Acquirer with access to that Business Information (wherever located and however stored) that Respondent Sevita has not yet transferred to the Acquirer, and to employees who possess the records and information.
- B. At the option of the Acquirer, Respondent Sevita shall provide the Acquirer with Transitional Assistance sufficient to (1) transfer efficiently the Divestiture Facility Assets to the Acquirer and (2) allow the Acquirer to operate the Facility Business at each Divested Facility in a manner that is equivalent in all material respects to the manner in which Respondent Sevita did so prior to the Acquisition.
- C. Respondent Sevita shall provide Transitional Assistance:
 - 1. As set forth in the Divestiture Agreement, or as otherwise reasonably requested by the Acquirer (whether before or after the Divestiture Date);
 - 2. At the price set forth in the Divestiture Agreement, or if no price is set forth, at Direct Cost; and
 - 3. For a period sufficient to meet the requirements of this Section IV.
- D. Respondent Sevita shall allow the Acquirer to terminate, in whole or part, any Transitional Assistance of the Divestiture Agreement upon commercially reasonable notice and without cost or penalty.
- E. Respondent Sevita shall not cease providing Transitional Assistance due to a breach by the Acquirer of the Divestiture Agreement, and shall not limit any damages (including indirect, special, and consequential damages) that the Acquirer would be entitled to receive in the event of Respondent Sevita's breach of the Divestiture Agreement.

V. Employees

IT IS FURTHER ORDERED that:

- A. Until one year after the Divestiture Date, Respondent Sevita shall cooperate with and assist the Acquirer to evaluate independently and offer employment to any Divestiture Facility Employee.

B. Until 90 days after the Divestiture Date, Respondent Sevita shall:

1. No later than 10 days after a request from the Acquirer, provide a list of the requested Divestiture Facility Employees and provide Employee Information for each;
2. No later than 10 days after a request from the Acquirer, provide an opportunity to privately interview any of the Divestiture Facility Employees outside the presence or hearing of any employee or agent of Respondent Sevita, and to make offers of employment to any of the Divestiture Facility Employees;
3. Remove any impediments within the control of Respondent Sevita that may deter Divestiture Facility Employees from accepting employment with the Acquirer, including removal of any non-compete or confidentiality provisions of employment or other contracts with Respondent Sevita that may affect the ability or incentive of those individuals to be employed by the Acquirer, and shall not make any counteroffer to any Divestiture Facility Employee who receives an offer of employment from the Acquirer; *provided, however,* that nothing in this Order shall be construed to require Respondent Sevita to terminate the employment of any employee or prevent Respondent Sevita from continuing the employment of any employee;
4. Continue to provide Divestiture Facility Employees with all employee benefits offered by Respondent Sevita, including regularly scheduled or merit raises and bonuses, and regularly scheduled vesting of all benefits;
5. Provide reasonable financial incentives to encourage Divestiture Facility Employees to continue in their positions, and as may be necessary, to facilitate the employment of such Divestiture Facility Employees by the Acquirer; and
6. Not interfere, directly or indirectly, with the hiring, recruiting, or employing by the Acquirer of any Divestiture Facility Employee, including not offering any incentive to such employees to decline employment with the Acquirer.

C. Respondent Sevita shall not:

1. For a period of 90 days after Divestiture Date, directly or indirectly, solicit or otherwise attempt to induce any Person employed at the Facility level by the Acquirer to terminate his or her employment with the Acquirer; and
2. For a period of 180 days after the Divestiture Date, directly or indirectly, solicit or otherwise attempt to induce any Person employed above the Facility level by the Acquirer to terminate his or her employment with the Acquirer.

Provided, however, Respondent Sevita may (i) hire any such Person whose employment has been terminated by the Acquirer; (ii) advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search

activities, in either case not targeted specifically at one or more Person employed by the Acquirer; or (iii) hire a Person who has applied for employment with Respondent Sevita, as long as such application was not solicited or induced in violation of this Section V. Nothing in Paragraph V.C shall prevent any direct support professional or nursing, clinical, and professional staff from working or being hired to work concurrently for Acquirer and Respondent Sevita so long as doing so complies with the provisions in this Section V.

VI. Asset Maintenance

IT IS FURTHER ORDERED that until Respondent Sevita fully transfers each of the Divestiture Facility Assets to the Acquirer, Respondent Sevita shall, subject to its obligations under the Order to Maintain Assets:

- A. Operate the Divestiture Facility Assets in the ordinary course of business consistent with past practices, and take all actions necessary to maintain the full economic viability, marketability, and competitiveness of the Divestiture Facility Assets;
- B. Maintain all licenses, permits, approvals, authorizations, or certifications related to or necessary for the operation of the Divestiture Facility Assets, and otherwise operate such Divestiture Facility Assets in accordance and compliance with all regulatory obligations and requirements;
- C. Prevent the destruction, removal, wasting, deterioration, closing, or impairment (other than as a result of ordinary wear and tear) of the Divestiture Facility Assets, including:
 - 1. Maintaining, repairing, and replacing any Equipment to the extent and in a manner consistent with past practices;
 - 2. Not terminating, canceling, renewing, or amending any Contract, except as consistent with past practices; and
 - 3. Not entering any Contract that would restrain or restrict the ability of the Acquirers to compete against Respondent Sevita;
- D. Make any payment required to be paid under any contract or lease when due, and otherwise satisfy all liabilities and obligations associated with the Divestiture Facility Assets;
- E. Provide the Divestiture Facility Assets with sufficient funds to operate at least at current rates of operation, to meet all capital calls, to perform routine or necessary maintenance, to repair or replace facilities and equipment, and to carry on at least at their scheduled pace all capital projects, business plans, development projects, promotional activities, and marketing activities;
- F. Provide resources as may be necessary to respond to competition, prevent diminution in sales, and maintain the competitive strength of the Divestiture Facility Assets;

- G. Not reduce operating hours;
- H. Not reduce, change, or modify in any material respect, the level of marketing, promotional, pricing, or advertising practices, programs, and policies for the Divestiture Facility Assets, other than changes in the ordinary course of business consistent with changes made at Respondent Sevita's other businesses that Respondent Sevita will not divest;
- I. Not target, encourage, or convert customers of the Divestiture Facility Assets to become customers of Respondents' other ICF/IDD businesses that will not be divested; *provided, however,* that nothing in this Paragraph VI.I shall prevent Respondents from engaging in advertising, marketing, and promotion activities: (i) generally applicable to all of Respondents' businesses, or (ii) in the ordinary course of business and in accordance with past practice;
- J. Provide support services at levels customarily provided by Respondent Sevita;
- K. Not sell, transfer, encumber, or otherwise impair the Divestiture Facility Assets (other than in the manner prescribed in the Orders);
- L. Not take any action that lessens the full economic viability, marketability, or competitiveness of the Divestiture Facility Assets;
- M. Not terminate the operations of the Divestiture Facility Assets;
- N. Preserve the existing relationships with suppliers, customers, employees, governmental authorities, vendors, landlords, and others having business relationships with the Divestiture Facility Assets;
- O. Maintain the working conditions, staffing levels, and a work force of equivalent size, training, and expertise associated with the Divestiture Facility Assets, including:
 - 1. When vacancies occur, replacing the employees in the regular and ordinary course of business, in accordance with past practice; and
 - 2. Not transferring any employees from the Divestiture Facility Assets to any of Respondent Sevita's assets or businesses that Respondent Sevita will not divest.

Provided, however, that Respondent Sevita may take actions that the Acquirer has requested or agreed to in writing and that has been approved in advance by Commission staff, in all cases to facilitate the Acquirer's acquisition of the Divestiture Facility Assets and consistent with the purposes of the Orders.

VII. Confidentiality

IT IS FURTHER ORDERED that:

- A. Respondents shall not (x) disclose (including to Respondents' employees) or (y) use for any reason or purpose, any Confidential Information received or maintained by Respondents relating to any Divestiture Facility; *provided, however,* that Respondents may disclose or use such Confidential Information in the course of:
 1. Performing their obligations or as permitted under the Orders or any Divestiture Agreement; or
 2. Complying with financial reporting requirements, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Divestiture Facility Assets or any Facility Business, or as required by law or regulation, including any applicable securities exchange rules or regulations.
- B. If disclosure or use of any Confidential Information is permitted to Respondents' employees or to any other Person under this Section VII, Respondents shall limit such disclosure or use (1) only to the extent such information is required; (2) only to those employees or Persons who require such information for the purposes permitted under Paragraph VII.A; and (3) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.

Respondents shall enforce the terms of this Section VII and take necessary actions to ensure that its employees and other Persons comply with the terms of this Section VII, including implementing access and data controls, training its employees, and other actions that Respondents would take to protect its own trade secrets and proprietary information.

VIII. Monitor

IT IS FURTHER ORDERED that:

- A. The Commission appoints William Allen as the Monitor to observe and report on Respondents' compliance with their obligations as set forth in the Orders.
- B. Respondents and the Monitor may enter into an agreement relating to the Monitor's services. Any such agreement:
 1. Shall be subject to the approval of the Commission;
 2. Shall not limit, and the signatories shall not construe it to limit, the terms of this Section VIII of this Order or the Section relating to the Monitor in the Order to Maintain Assets ("Monitor Sections"), and to the extent any provision in the agreement varies from or conflicts with any provision in the Monitor Sections, Respondent Sevita and the Monitor shall comply with the Monitor Sections; and

3. Shall include a provision stating that the agreement does not limit, and the signatories shall not construe it to limit, the terms of the Orders in this matter, and to the extent any provision in the agreement varies from or conflicts with any provision in the Orders, Respondents and the Monitor shall comply with the Orders.

C. The Monitor shall:

1. Have the authority to monitor Respondents' compliance with the obligations set forth in the Orders;
2. Act in consultation with the Commission or its staff;
3. Serve as an independent third party and not as an employee or agent of Respondents or of the Commission;
4. Serve without bond or other security;
5. At the Monitor's option, employ such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities;
6. Enter into a non-disclosure or other confidentiality agreement with the Commission related to Commission materials and information received in connection with the performance of the Monitor's duties and require that each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants shall also enter into a non-disclosure or other confidentiality agreement with the Commission;
7. Notify staff of the Commission, in writing, no later than 5 days in advance of entering into any arrangement that creates a conflict of interest, or the appearance of a conflict of interest, including a financial, professional or personal conflict. If the Monitor becomes aware of a such a conflict only after it has arisen, the Monitor shall notify the Commission as soon as the Monitor becomes aware of the conflict;
8. Report in writing to the Commission concerning Respondents' compliance with this Order on a schedule as determined by Commission staff and at any other time requested by the staff of the Commission; and
9. Unless the Commission or its staff determine otherwise, the Monitor shall serve until Commission staff determines that Respondents have satisfied all obligations under Sections II, IV, and VI, and files a final report.

D. Respondents shall:

1. Cooperate with and assist the Monitor in performing his or her duties for the purpose of reviewing Respondents' compliance with their obligations under the Orders, including as requested by the Monitor, (a) providing the Monitor full and complete access to personnel, information, and facilities; and (b) making such arrangements with third parties to facilitate access by the Monitor;
2. Not interfere with the ability of the Monitor to perform his or her duties pursuant to the Orders;

3. Pay the Monitor's fees and expenses as set forth in an agreement approved by the Commission, or if such agreement has not been approved, pay the Monitor's customary fees, as well as expenses the Monitor incurs performing his or her duties under the Orders, including expenses of any consultants, accountants, attorneys, and other representatives and assistants that are reasonably necessary to assist the Monitor in carrying out his or her duties and responsibilities;
4. Not require the Monitor to disclose to Respondents the substance of the Monitor's communications with the Commission or any other Person or the substance of written reports submitted to the Commission pursuant to the Orders; and
5. Indemnify and hold the Monitor harmless against any loss, claim, damage, liability, and expense (including attorneys' fees and out of pocket costs) that arises out of, or is connected with, a claim concerning the performance of the Monitor's duties under the Orders, unless the loss, claim, damage, liability, or expense results from gross negligence or willful misconduct by the Monitor.

E. Respondents may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to enter into a customary confidentiality agreement, so long as the agreement does not restrict the Monitor's ability to access personnel, information, and facilities or provide information to the Commission, or otherwise observe and report on Respondents' compliance with the Orders.

F. If the Monitor resigns or the Commission determines that the Monitor has ceased to act, has failed to act diligently, or is otherwise unable to continue serving as a Monitor due to the existence of a conflict or other reasons, the Commission may appoint a substitute Monitor. The substitute Monitor shall be afforded all rights, powers, and authorities and shall be subject to all obligations of the Monitor Paragraphs of the Orders. The Commission shall select the substitute Monitor, subject to the consent of Respondents who:

1. Shall not unreasonably withhold consent to the appointment of the selected substitute Monitor;
2. Shall be deemed to have consented to the selection of the proposed substitute Monitor if, within 10 days of notice by staff of the Commission of the identity of the proposed substitute Monitor, Respondents have not opposed in writing, including the reasons for opposing, the selection of the proposed substitute Monitor; and
3. May enter into an agreement with the substitute Monitor relating to the substitute Monitor's services that either (a) contains substantially the same terms as the Commission-approved agreement referenced in Paragraph VIII.B; or (b) receives Commission approval.

G. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.

IX. Divestiture Trustee

IT IS FURTHER ORDERED that:

- A. If Respondent Sevita has not fully complied with the obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey the Divestiture Facility Assets as required by this Order, the Commission may appoint a Divestiture Trustee to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets in a manner that satisfies the requirements of this Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondent Sevita shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph IX.A shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondent Sevita to comply with this Order.
- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Sevita, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondent Sevita has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within 10 days after notice by the staff of the Commission to Respondent Sevita of the identity of any proposed Divestiture Trustee, Respondent Sevita shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- C. Not later than 10 days after the appointment of a Divestiture Trustee, Respondent Sevita shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to affect the divestitures required by this Order. Any failure by Respondent Sevita to comply with a trust agreement approved by the Commission shall be a violation of this Order.
- D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Section IX, Respondent Sevita shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
 1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed;
 2. The Divestiture Trustee shall have one year from the date the Commission approves the trustee trust agreement described herein to accomplish the divestitures, which shall be subject to the prior approval of the Commission. If, however, at the end of the one-year period, the Divestiture Trustee has submitted

a plan of divestiture or the Commission believes that the divestitures can be achieved within a reasonable time, the divestiture period may be extended by the Commission;

provided, however, the Commission may extend the divestiture period only 2 times;

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered, or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent Sevita shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent Sevita shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestitures. Any delays in divestitures caused by Respondent Sevita shall extend the time for divestitures under this Paragraph IX.D in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court;
4. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent Sevita's absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestitures shall be made in the manner and to Acquirers that receive the prior approval of the Commission as required by this Order;

provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring person for a divestiture, and if the Commission determines to approve more than one such acquiring person for the divestiture, the Divestiture Trustee shall divest to the acquiring person selected by Respondent Sevita from among those approved by the Commission;

provided, further, however, that Respondent Sevita shall select such person within 5 days of receiving notification of the Commission's approval;
5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent Sevita, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent Sevita, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondent Sevita, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the

divestiture of all of the relevant assets that are required to be divested by this Order;

- 6. Respondent Sevita shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence or willful misconduct by the Divestiture Trustee;
- 7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the Divestiture Facility Assets required to be divested by this Order;
- 8. The Divestiture Trustee shall report in writing to Respondent Sevita and to the Commission every 30 days concerning the Divestiture Trustee's efforts to accomplish the divestiture; and
- 9. Respondent Sevita may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement;
provided, however, that such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

E. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.

F. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Section IX of this Order.

G. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestitures and other obligations or action required by this Order.

X. Respondent Prior Notice

IT IS FURTHER ORDERED that:

- A. For a period of 10 years from the date this Order is issued, Respondent Sevita shall not, without providing advance written notification to the Commission ("Notification"), acquire, directly or indirectly, through subsidiaries or otherwise, any leasehold, ownership interest, or any other interest, in whole or in part, in any ICF/IDD located within the same CBSA as any Divestiture Facility.
- B. The Notification required by Paragraph X.A shall:

1. Be provided on the Notification and Report Form (the “Form”) set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such Notification; Notification shall be filed with the Secretary of the Commission; Notification need not be made to the United States Department of Justice; and Notification is required only of Respondent Sevita and not of any other party to the transaction.
2. Include a description of the proposed acquisition and provide:
 - a. A map showing all intermediate care facilities by ownership located within the CBSA; and
 - b. The number of licensed beds and occupied beds in each facility.

C. Respondent Sevita shall provide the Notification required under Paragraph X.A to the Commission at least 30 days prior to consummating the transaction (hereinafter referred to as the “first waiting period”). Further, if, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondent Sevita shall not consummate the transaction until 30 days after submitting such additional information or documentary material. Early termination of the waiting periods in this Section X may be requested and, where appropriate, granted by letter from the Bureau of Competition.

Provided, however, that prior notification shall not be required by this Section X for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

XI. No Reacquisition

IT IS FURTHER ORDERED that for a period of 10 years from the date this Order is issued, Respondent Sevita shall not acquire, directly or indirectly, through subsidiaries or otherwise, any leasehold, ownership interest, or any other interest, in whole or in part, in any Divestiture Facility.

XII. Compliance Reports

IT IS FURTHER ORDERED that:

A. Respondent Sevita shall:

1. Notify Commission staff via email at bccompliance@ftc.gov of the Acquisition Date and the Divestiture Date no later than 5 days after the occurrence of each; and
2. Submit the Divestiture Agreement to the Commission at ElectronicFilings@ftc.gov and bccompliance@ftc.gov no later than 30 days after the Divestiture Date.

B. Respondent Sevita shall file verified written reports (“Compliance Reports”) in accordance with the following:

1. Respondent Sevita shall submit:
 - a. Interim Compliance Reports 30 days after this Order is issued, and every 60 days thereafter until Respondent Sevita has complied fully with Section II of this Order;
 - b. Annual Compliance Reports one year after the date this Order is issued, and annually thereafter for the next 9 years on the anniversary of that date; and
 - c. Additional Compliance Reports as the Commission or its staff may request.
2. Each Compliance Report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondent Sevita is in compliance with this Order. Conclusory statements that Respondent Sevita has complied with its obligations under this Order are insufficient. Respondent Sevita shall include in its Compliance Reports, among other information or documentation that may be necessary to demonstrate compliance, a full description of the measures Respondent Sevita has implemented or plans to implement to ensure that it has complied or will comply with each Section of this Order.
3. For a period of 5 years after filing a Compliance Report, Respondent Sevita shall retain all material written communications with each party identified in each Compliance Report and all non-privileged internal memoranda, reports, and recommendations concerning fulfilling Respondent Sevita’s obligations under this Order during the period covered by such Compliance Report. Respondent Sevita shall provide copies of these documents to Commission staff upon request.
4. Respondent Sevita shall verify each Compliance Report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondent Sevita shall file its Compliance Reports with the Secretary of the Commission at ElectronicFilings@ftc.gov and the Compliance Division at bccompliance@ftc.gov, as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a). In addition, Respondent Sevita shall provide a copy of each Compliance Report to the Monitor if the Commission has appointed one in this matter.

XIII. Change in Respondent

IT IS FURTHER ORDERED that Respondent Sevita shall notify the Commission at least 30 days prior to:

- A. The proposed dissolution of National Mentor Holdings, Inc.;
- B. The proposed acquisition, merger, or consolidation of National Mentor Holdings, Inc.; or

- C. Any other change in Respondent Sevita, including assignment and the creation, sale, or dissolution of subsidiaries, if such change may affect compliance obligations arising out of this Order.

XIV. Access

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and 5 days notice to Respondent Sevita, made to its principal place of business as identified in this Order, registered office of its United States subsidiary, or its headquarters office, Respondent Sevita shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of Respondent Sevita and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary material and electronically stored information as defined in Commission Rules 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), in the possession or under the control of Respondent Sevita related to compliance with this Order, which copying services shall be provided by Respondent Sevita at the request of the authorized representative of the Commission and at the expense of Respondent Sevita; or
- B. To interview officers, directors, or employees of Respondent Sevita, who may have counsel present, regarding such matters.

XV. Purpose

IT IS FURTHER ORDERED that the purpose of this Order is to ensure the continued use of the Divestiture Facility Assets in the same Facility Business in which such assets were engaged at the time of the announcement of the Acquisition by Respondents and to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

XVI. Term

IT IS FURTHER ORDERED that this Order shall terminate 10 years from the date it is issued.

By the Commission.

April J. Tabor
Secretary

SEAL

ISSUED:

NONPUBLIC APPENDIX A

[Divestiture Agreement]

[Redacted From the Public Record Version, But Incorporated By Reference]

APPENDIX B

List of Divested Locations

ICF/IDD Locations

Address	City	State	Zip
5662 North Crestview Avenue	Indianapolis	IN	46220
8337 North College	Indianapolis	IN	46240
3606 North Highwoods Drive	Indianapolis	IN	46222
4002 North Moller Road	Indianapolis	IN	46254
3201 Davis Road	Indianapolis	IN	46239
4313 East 46th Street	Indianapolis	IN	46226
3031 East Kessler Boulevard	Indianapolis	IN	46220
1221 Warren Drive	Lafayette	IN	47905
926 South 10th Street	Lafayette	IN	47905
124 Black Hawk Lane	West Lafayette	IN	47906
3938 Prange Avenue	Lafayette	IN	47905
7044 Castle Manor Drive	Indianapolis	IN	46214
3025 Green Hills Lane South	Indianapolis	IN	46222
3705 East 116th Street	Carmel	IN	46033
2715 Rockford Lane	Kokomo	IN	46902
417 West Walnut Street	Kokomo	IN	46901
211 West Third Street	Peru	IN	46970
102 Oak Tree Court	Logansport	IN	46947
1221 East County Road 75 North	Logansport	IN	46947
5625 East 56th Street	Indianapolis	IN	46226
7555 North Grandview Drive	Indianapolis	IN	46260
10606 Haverstick Road	Carmel	IN	46033
1926 West 75th Place	Indianapolis	IN	46260
7310 East 55th Street	Indianapolis	IN	46226
6338 North Graham Road	Indianapolis	IN	46220
7085 North Allisonville Road	Indianapolis	IN	46220
3107 Hensel Drive	Carmel	IN	46033
3142 62nd Place East	Hobart	IN	46342
4949 Hayes Street	Gary	IN	46408
1406 West Tarkington Drive	Greensburg	IN	47240
645 East Bridge Street	Brownstown	IN	47220
82 Benny Lane	North Vernon	IN	47265
511 Country Club Lane	Anderson	IN	46011
1012 Parkway Drive	Anderson	IN	46012
373 South Baldwin Street	Bargersville	IN	46012
23 Skyview Drive	Anderson	IN	46017
1650 East Jefferson Street	Franklin	IN	46131
699 Graham Street	Franklin	IN	46131

Address	City	State	Zip
568 Yorktown Road	Greenwood	IN	46142
201 North Manngrove Lane	Muncie	IN	47303
4312 West Hummingbird Way	Muncie	IN	47304
1015 South 14th Street	New Castle	IN	47362
1206 South Main Street	New Castle	IN	47362
1503 Washington Street	New Castle	IN	47362
1803 Riley Road	New Castle	IN	47362
2234 Q Avenue	New Castle	IN	46774
10311 East Jackson Street	Selma	IN	47383
11 Gloria Drive	Trafalgar	IN	46181
38 Ryan Drive	Trafalgar	IN	46181
701 Riley Boulevard	Bedford	IN	47421
4812 W State Rd. 45	Bloomington	IN	47403
110 West Pike Street	Martinsville	IN	46151
369 West Washington	Morgantown	IN	46160
359 W 47th Street (4654 Cornelius)	Indianapolis	IN	46208
11 Washington Street	Brownsburg	IN	46112
84 South Walnut Street	Danville	IN	46122
1603 S Lynhurst Drive	Indianapolis	IN	46241
4155 W Ray Street	Indianapolis	IN	46241
114 S Chestnut Street	Huntingburg	IN	47542
144 Maple Street	Lynville	IN	47619
642 Belmont Drive	Evansville	IN	47711
1334 Francis Harriet Drive	Baton Rouge	LA	70815
12453 Parnell	Baton Rouge	LA	70815
8947 G.R.S.I. Avenue	Baton Rouge	LA	70810
2835 Magellan Drive	Baton Rouge	LA	70816
12776 Arlingford Avenue	Baton Rouge	LA	70815
15626 Confederate Avenue	Baton Rouge	LA	70817
11055 Mollylea Drive	Baton Rouge	LA	70815
13231 Wenham Avenue	Baton Rouge	LA	70815
4532 Inchbrook Drive	Baton Rouge	LA	70816
4221 Rocky Mountain Road	Baton Rouge	LA	70814
610 Magnolia Street	Jennings	LA	70546
9929 Glerma Street	Baton Rouge	LA	70810
9131 West Darryl Parkway	Baton Rouge	LA	70815
10131 Grandeur Drive	Baton Rouge	LA	70815
104 Patricia Lane	Conroe	TX	77301
1041 East 44th Street	San Angelo	TX	76903
1260 Highway 29 West	Bertram	TX	78605
12800 Daniel Boone Drive	Austin	TX	78737
1315 Baylor Blvd	Big Spring	TX	79720
1405 Jefferson Street	Bastrop	TX	78602
1406 West Pecan	Cedar Park	TX	78613

Address	City	State	Zip
1420 Holly Street	Liberty	TX	77575
1512 Gracy Farms Lane	Austin	TX	78758
1513 Bluebonnet	Marble Falls	TX	78654
1706 Idaho	San Angelo	TX	76904
1760 Sams Way	Beaumont	TX	77706
2012 Judy Lane	Pasadena	TX	77502
206 Charles Barker Avenue	Cleveland	TX	77327
2223 North Thompson Street	Conroe	TX	77303
2301 Olive Circle	Baytown	TX	77520
2304 Dijon	Cedar Park	TX	78613
2507 Bois D Arc Lane	Cedar Park	TX	78613
2601 Henderson Lane	Deer Park	TX	77536
2706 Watson	San Angelo	TX	76903
2810 Sheridan	Port Arthur	TX	77640
28902 Enchanted Drive	Shenandoah	TX	77381
313 Sunset Drive	Burnet	TX	78611
314 Ravenhead Drive	Houston	TX	77034
3509 Convict Hill Rd	Austin	TX	78749
3602 Windsor Drive	Deer Park	TX	77536
3895 Cheryl Drive	Beaumont	TX	77713
3905 28th Street	Port Arthur	TX	77642
407 County Road 320	Bertram	TX	78605
42 Terrace Drive	San Angelo	TX	76905
4314 Ponca Street	Pasadena	TX	77504
4415 Jerry Drive	Beaumont	TX	77703
4508 Keota Drive	Austin	TX	78749
4902 Burning Tree	Baytown	TX	77521
5010 Ada Street	Beaumont	TX	77708
5125 McAnelly Drive	Beaumont	TX	77708
5126 Bosworth Street	Houston	TX	77017
5205 Meadow Place Drive	La Porte	TX	77571
535 Carnahan Place	Beaumont	TX	77707
5965 Navajo Trail	Beaumont	TX	77708
611 Pomegranate Pass	Cedar Park	TX	78613
6270 Carnation Drive	Beaumont	TX	77703
63 State Highway 75 N	Huntsville	TX	77320
648 West Cedar	Bertram	TX	78605
705 Kincheloe Street	Burnet	TX	78611
706 Maplewood Street	Baytown	TX	77520
802 Lee Street	Cleveland	TX	77327
8106 US 290 West	Austin	TX	78735
8255 Shiloh Drive	Beaumont	TX	77706
9640 Meadowick Drive	Beaumont	TX	77706
9734 Shell Rock Road	La Porte	TX	77571

Address	City	State	Zip
7740 North Allisonville Road	Indianapolis	IN	46250
101 Third Street/217 South St	Mamou	LA	70554

Day Program Locations

Address	City	State	Zip
8455 Castlewood Drive, Suites J & K	Indianapolis	IN	46250
5610 Crawfordsville Road, Suite 800	Indianapolis	IN	46224
2625 North Hurricane Road	Franklin	IN	46131
1607 S Scatterfield Road, Suite A	Anderson	IN	46016
1917 Liberty Drive	Bloomington	IN	47403
5401 Vogel Road, Suite 910-940	Evansville	IN	47715
820, 822 & 824 E Tipton Street	Seymour	IN	47274
22 Executive Drive	Lafayette	IN	47905
501 Broad Street	New Castle	IN	47362
8368 Louisiana Avenue	Merrillville	IN	46410
637 S Reed Road	Kokomo	IN	46901
4606 Sherwood Commons Blvd.	Baton Rouge	LA	70816
4115 Galveston Road	Houston	TX	77017
2750 South 4th Street	Beaumont	TX	77701
101 Third Street/217 South St	Mamou	LA	70554

Office Location

Address	City	State	Zip
2645 O'Neal Lane, Building A, Suite A	Baton Rouge	LA	70816

NONPUBLIC APPENDIX C

[List of Retained Assets]

[Redacted From the Public Record Version, But Incorporated By Reference]