

# PROJECT CARE

## Description of Company

Leading provider in the Home Care industry delivering non-medical home care services to the elderly. The company is located in Georgia and has been in business over 10 years.

## Services and Revenue Streams

Certified Nursing Assistants (CNA's) and Personal Care Attendants (PCA's) provide assistance with activities of daily living such as bathing, dressing, grooming, meal preparation, medication reminders, as well as companionship to seniors who want to remain in their homes but can no longer do so on their own.

## Customers and Distribution

Customers are primarily seniors but may also include younger adults requiring assistance due to a number of issues, including but not limited to post-surgery, disability, chronic disease, or psychological disorders that may restrict them to their homes.

Direct referral sources such as physicians, hospital discharge planners, elder law attorneys, and post-acute rehab facilities, and word of mouth produce greater than 70% of new customers. The company has successfully developed strong relationships with direct referral sources that consistently feed the base of new clients.

## Competitive Advantage

- Longevity – Provided service to the community for over 10 years
- Location – One of the most sought-after locations for investors
- Reputation – Company has established a reputation for quality care and excellent customer service,
- Name recognition – Franchisor is one of the most recognized name in the industry
- Caregiver (CNAs/PCAs) recruitment and retention – Company is a leader in the industry for recruitment and retention with a caregiver turnover rate is 40% compared to the national median of 67%
- Referral relationships – Productive relationships with direct referral sources
- Turnkey franchise – Turnkey operation with seasoned employees and support from Franchisor, which includes training for both staff and caregivers, marketing, office processes and procedures, industry insight including regulations, access to home office staff with specific skills and knowledge related to running your business, and much more
- Growing market – nearly 10,000 baby boomers turn 65 every day, and it is estimated that between 2020 and 2050 the number of adults 65 and older will grow by 50% to more than 84 million Americans
- Service attractiveness – Centers for Medicare and Medicaid Services (CMS) gave approval for Medicare Advantage Plans to offer Private Duty Homecare as a supplemental benefit beginning in 2019



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## Financial Data

	Historical			Projected	
	2015	2016	2017	2018	2019
Revenue	\$1,633,000	\$2,036,000	\$2,299,000	\$2,972,000	\$ 3,493,000
Gross Margin %	31.1%	34.1%	33.8%	34.2%	35.7%
Normalized EBITDA	\$16,000	\$164,000	\$147,000	\$249,000	\$436,000

To obtain more information on the company, please contact Skoda Minotti:

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## MUTUAL CONFIDENTIALITY, NONDISCLOSURE AND NON-USE AGREEMENT

This Mutual Confidentiality, Nondisclosure and Non-Use Agreement (this "Agreement") is dated and entered into as of \_\_\_\_\_, 2018 ("Effective Date") between \_\_\_\_\_, ("Receiving Party"), and a home care company (the "Company"), whose identity will be disclosed to Receiving Party upon the Company's execution of this Agreement.

Receiving Party and the Company intend to exchange information and evaluate a potential transaction between them involving the sale of the Company's assets to Receiving Party (the "Business Purpose"). In connection with the Business Purpose, it is anticipated that the parties will exchange information concerning the Company's businesses, products and services, including information which is proprietary, confidential and which constitutes trade secrets. As an express condition precedent to being furnished such information, each party agrees to the following.

1. Confidential Information. As used in this Agreement, "Confidential Information" means any non-public, confidential or proprietary information or data of either party, or any non-public, confidential or proprietary tangible matter or tangible thing that is connected with its business or the business of any subsidiary or affiliate, whether of a technical, business, financial, marketing, manufacturing, organizational, technical or other nature, that is disclosed on or after the Effective Date, including, without limitation: business plans; products and product information; services; information relating to any customers or suppliers; financial statements, forecasts and projections; processes, inventions, concepts, devices, designs, plans for product/service development, analyses, research and know-how; methods and procedures; trade secrets; contracts; debt; creditors; ownership/membership; and officers and/or management, all of which Receiving Party agrees constitute proprietary, nonpublic information of the Company. Confidential Information shall further including any notes, analyses, summaries, compilations, studies or other records (whether written, oral or otherwise) made by Receiving Party or any of its representatives which contain or are derived from Confidential Information. The term Confidential Information encompasses any of the foregoing, however it is disclosed or communicated, including both written and oral disclosures, or viewing or evaluating operations, products and processes while visiting a facility. Confidential Information of each party includes proprietary and confidential information of such party, its parent and subsidiaries or affiliates, whether disclosed directly by such party or through its parent, subsidiary or affiliate organizations.

2. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, will not disclose any Confidential Information of the Company to anyone other than authorized representatives of Company for Business Purposes without the Company's prior written consent. The Receiving Party will not use Confidential Information for any purpose other than the Business Purpose, and will not permit any third party to use the Confidential Information unless such third party needs to know the Confidential Information to assist the Receiving Party or act on its behalf in relation to the Business Purpose, is informed by the Receiving Party of the confidential nature of the Confidential Information and is subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than the terms and conditions of this Agreement. The Receiving Party will take commercially reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information.

3. Exceptions. The term "Confidential Information" does not include, and the restrictions of Section 2 will not apply to any information that (i) is or becomes generally available to the public through no act or failure to act on the part of the Receiving Party; (ii) was known by or in the possession of Receiving Party at the time of its receipt from the Company without an obligation of confidentiality; (iii) is rightfully received without restrictions as to use and disclosure from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) is independently developed by the Receiving Party without reference to any Confidential Information of the Company.

4. Receiving Party Personnel. The Receiving Party will restrict the access to and possession and use of Confidential Information to its authorized directors, officers, employees, agents, contractors and consultants ("Personnel") who have a bona fide need to know Confidential Information for the Business Purpose and who have been informed of the Receiving Party's obligations hereunder. The Receiving Party's Personnel will have access only to the portion of the Confidential Information they need for the Business Purpose. The Receiving Party will make commercially reasonable efforts to ensure that its Personnel comply with this Agreement.

5. Disclosures to Governmental Entities. If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it as a result of court order, subpoena or similar legal action, the Receiving Party will make commercially reasonable efforts to give the Company prompt written notice to allow the Company to seek a protective order or other appropriate remedy. The Receiving Party will make commercially reasonable efforts to cooperate, at the Company's sole cost and expense, with the Company's efforts to quash, modify or challenge the required disclosure, and will disclose only such information as is legally required.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of the Company, and the Receiving Party will have no rights, by license or otherwise, to use, copy or to disclose the Confidential Information except as expressly provided herein or as provided in a written license with the Company. The Receiving Party may make a limited number of copies of any written Confidential Information as required for the Business Purpose, as long as it reproduces any restrictive legends or copyright notices originally placed on the Confidential Information by the Company. All such copies will be subject to the same restrictions and requirements as Confidential Information. Either party in its sole discretion may refuse to disclose, may defer disclosure, or may require the Receiving Party to agree to additional limitations prior to disclosure of Confidential Information. Neither party makes any warranty, express or implied, with respect to its Confidential Information, or its accuracy, completeness, or otherwise.

7. Return/Destroy of Confidential Information. The Receiving Party promptly will return or destroy all tangible material embodying Confidential Information (in any form and whatever media and including, without limitation, all originals, copies and excerpts of Confidential Information) upon the earlier of (i) the completion or termination of the Business Purpose, or (ii) the Company's written request. Additionally, the Receiving Party will promptly destroy Reports (and certify such destruction), or redact from all Reports all Confidential Information of the Company as the Company shall direct and/or request.

8. Nonsolicitation. Each party agrees not to, directly or indirectly, solicit the employment of, or employ, any of the other's employees who have been involved in the Business Purpose ("Employee") from the date of this Agreement and continuing for a period of six (6) months from the earlier of the date of completion or termination of the Business Purpose except (i) pursuant to a general solicitation through media that is not directed specifically to any Employee or (ii) if such Employee's employment was terminated by its employer prior to the solicitation, contact or discussion of employment or engagement of Employee. For purposes of this section, the term "Employee" shall mean, with respect to each party, an employee of the party, who was involved with this Agreement or the Business Purpose, and who is employed by such party, or has been employed by such party at any point during (i) the six (6) month period prior to the termination or completion of the Business Purpose, or (ii) if the Business Purpose has not been terminated or completed, the six (6) month period prior to the proposed hiring by the other party.

9. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Company for which monetary damages may be difficult to ascertain or which may be an inadequate remedy. The Receiving Party therefore agrees that the Company shall be entitled, in addition to its other rights and remedies available at law or in equity, to obtain injunctive relief for any violation or threatened violation of this Agreement. In no event will either party be liable to the other or to any third party for any loss of use, revenue, or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. The Company shall be paid attorneys' fees in the event it prevails in any action to enforce this Agreement against the Receiving Party.

10. Limited Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

11. Survival. Either party may, upon notice to the other, discontinue discussions with respect to the Business Purpose; however, the rights and obligations contained herein with respect to the use and protection of Confidential Information disclosed hereunder prior to discontinuance of discussions shall survive for a period of one year from the date of the last disclosure hereunder.

12. Governing Law; Etc. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto. This Agreement will be governed by internal laws of the State of Ohio, without reference to its choice of law rules, and the parties hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Cuyahoga County, Ohio, United States as the exclusive jurisdiction and venue for which all disputes arising under this Agreement shall be resolved. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Each party's obligations hereunder

are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, or implied, in fact or in law. Notices required by this Agreement shall be given by hand or sent by first class mail or trackable courier to the applicable address set forth below. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Any statement associated with any Confidential Information exchanged which attempts to modify or supersede the terms of this Agreement shall be of no force, and the duties of the parties shall be determined exclusively by the terms of this Agreement.

13. Counterparts. Telecopy or scanned and emailed versions of this Agreement which contain telecopy facsimiles of signatures shall be deemed duplicated executed originals of this Agreement. This Agreement may be executed in counterparts and delivered by facsimile transmission.

The parties have executed this Agreement to be effective as of the date first written above.

**RECEIVING PARTY**

Name of Entity: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_