



STATE OF NEW YORK
OFFICE OF THE MEDICAID INSPECTOR GENERAL
800 North Pearl Street
Albany, New York 12204

ANDREW M. CUOMO
GOVERNOR

JAMES C. COX
MEDICAID INSPECTOR GENERAL

November 5, 2013

David Wilson
Chief Executive Officer
CSHM, LLC
618 Church Street, Suite 520
Nashville, TN 37219-2457

Via Telefax: (615) 750-0302 Hard Copy to Follow

Re: CSHM, LLC Corporate Integrity Agreement Expiration
OMIG Case # 11-6809

Dear Mr. Wilson:

Please be advised that the New York State Office of the Medicaid Inspector General's (OMIG) Corporate Integrity Agreement (CIA) with CSHM, LLC (CSHM) (f/k/a Church Street Health Management, LLC, f/k/a FORBA Holdings, LLC) expired by its terms.

Despite the expiration of the CIA, CSHM is reminded that CSHM, its successors, assigns and transferees have ongoing obligations to the State of New York as set out in the February 15, 2012 *Agreement Between Church Street Health Management, LLC, New York State Office of the Medicaid Inspector General and New York State Office of the Attorney General* (February 15, 2012 Agreement) which were subsequently confirmed by you and Reginald S. Gibson, Jr., Esq. (counsel for CSHM) as part of a July 5, 2012 letter between OMIG and CSHM. Specifically:

d. Notification to OMIG. CSHM agrees that CSHM, shall not open, operate, acquire (in whole or in part), provide business services to, or maintain any dental practice in New York without the express written consent of the OMIG. The OMIG may, in its sole discretion, withhold consent to the establishment of a dental practice, or condition any consent on such terms or conditions as OMIG may deem advisable, including reactivation or modification of the New York CIA.

February 15, 2012 Agreement at Section 2.d.

Mr. David Wilson
November 5, 2013
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Copies of the February 15, 2012 Agreement and the July 5, 2012 letter are enclosed.

Please contact our office at 518-408-0401 if you have any questions in connection with this correspondence.

Sincerely,



Matthew D. Babcock
Assistant Medicaid Inspector General- Compliance

cc: Reginald S. Gibson, Jr. (Counsel for CSHM, LLC) *via email only*
Monica J. Hickey-Martin (NYAG) *via e-mail only*
Gerri Gold (NYAG) *via email only*
Nancy Tumey (NYS DOH) *via e-mail only*
Jonathan Bick (NYS DOH) *via e-mail only*
Felicia Heimer (HHS-OIG) *via e-mail only*

Enclosures

**AGREEMENT BETWEEN CHURCH STREET HEALTH MANAGEMENT, LLC,
NEW YORK STATE OFFICE OF MEDICAID INSPECTOR GENERAL AND NEW
YORK STATE OFFICE OF THE ATTORNEY GENERAL**

This agreement is between and among Church Street Health Management, LLC ("CSHM"), f/k/a FORBA Holdings, LLC, the New York State Office of Medicaid Inspector General ("OMIG"), and the New York State Office of the Attorney General ("NYAG"). The effective date of this Agreement is February 15, 2012.

DEFINITIONS

Unless defined differently herein, all capitalized terms used in this Agreement shall have the meaning ascribed to them in the Corporate Integrity Agreement between CSHM and OMIG dated January 15, 2010, and amended as of April 30, 2010 (the "New York CIA").

RECITALS

WHEREAS, on or about January 14, 2010, CSHM, OMIG, and NYAG entered into a State Settlement Agreement with FORBA Holdings, LLC (now CSHM), pursuant to which CSHM agreed to pay a total of \$626,882.61 inclusive of interest to the State of New York over a period of approximately five years (the "State Settlement Agreement");

WHEREAS, on or about January 15, 2010, CSHM and OMIG entered into the New York CIA, pursuant to which CSHM assumed certain corporate integrity and compliance obligations in connection with FORBA (as defined in the Preamble of the CIA);

WHEREAS, the term of the New York CIA was intended to be for three years;

WHEREAS, Paragraph XLD of the New York CIA provides in pertinent part that CSHM's obligations under the New York CIA can be suspended in the event that CSHM ceases participation in Federal health care programs in New York State;

WHEREAS, CSHM confirms that until such time as CSHM ceases any and all operations in New York, including participation in Federal health care programs, it remains subject to all statutory and regulatory requirements of the New York Medical Assistance ("Medicaid") Program. These requirements include, but are not limited to, CSHM's disclosure obligations (including those related to billing, payment and quality of care obligations), prohibition on use of excluded parties, cooperation with investigations and inquiries by government agencies and agents, and obligations to notify the appropriate New York State agency of any office opening, closure, or reduction or expansion of services.

WHEREAS, CSHM will terminate its Management Services Agreements ("MSAs") with the CSHM affiliated dental centers in New York and cease any and all operations of any kind in New York effective within ninety (90) days from the effective date of this Agreement;

WHEREAS, CSHM has informed the NYAG that it intends to implement a comprehensive restructuring of the company involving affiliates of Garrison Investment Group

and/or Bayside Capital, Inc., which will result in the transfer of all or substantially all of CSHM's assets to a new operating entity owned by one or more of CSHM's current senior lenders;

WHEREAS, CSHM has informed the NYAG that if this restructuring is consummated, it will potentially result in a "Company Change of Control" as defined in paragraph 18 of the State Settlement Agreement;

WHEREAS, CSHM has requested that NYAG waive its rights under Paragraph 18 of the State Settlement Agreement to accelerate the payment of all outstanding and unpaid principal and interest to the state of New York (the "Payment Acceleration Provision"), so that CSHM can consummate the restructuring;

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. Each Recital set forth above is agreed.

2. WAIVER and TERMINATION OF OPERATIONS

a. Agreement to Waive Payment Acceleration Rights. NYAG agrees to execute a written waiver of the Payment Acceleration Provision in the State Settlement Agreement in the form attached hereto as Exhibit A contemporaneously with the execution of this Agreement; and

b. Termination of MSAs with CSHM Facilities. CSHM agrees that it will terminate business and contracts in which FORBA (as defined in the Preamble of the CIA) is or has been engaged or is a party, in New York. This shall include, but not be limited to the MSAs between CSHM (or its relevant subsidiary) with the CSHM facilities in New York, effective within ninety (90) days from the effective date of this Agreement (the "Notice Period"), and that it will thereafter cease any and all operations in New York; except, however, that nothing in this Agreement shall preclude CSHM from defending FORBA in any pending or future litigation in New York, nor shall FORBA be required to dissolve the legal entities named as parties in those cases while the litigation is pending.

c. Closure of Dental Practices. CSHM agrees that it will comply with all New York State laws and regulations relating to the closure of dental practices.

d. Notification to OMIG. CSHM agrees that CSHM, shall not open, operate, acquire (in whole or in part), provide business services to, or maintain any dental practice in New York without the express written consent of the OMIG. The OMIG may, in its sole discretion, withhold consent to the establishment of a dental practice, or condition any consent on such terms or conditions as OMIG may deem advisable, including reactivation or modification of the New York CIA.

e. CSHM's obligations pursuant to subparagraphs b, c, and d, above, shall survive the closing, or failure to close, of any restructuring or "Company Change of Control" described above.

3. CORPORATE INTEGRITY OBLIGATIONS

a. OMIG agrees that CSHM's obligations under the New York CIA shall be suspended for 90 days from the date that this agreement is executed or the date that CSHM ceases participation in Federal health care programs in New York State, whichever is sooner (the "Notice Period"), and agrees that all pending requests for information from CSHM are hereby suspended, and that the New York CIA and the pending requests for information will remain suspended indefinitely if CSHM ceases operations in New York by the end of the Notice Period; and

b. CSHM agrees that during the Notice Period it will maintain a compliance program at all CSHM affiliated dental centers in New York that will meet the requirements of New York Social Services Law Section 363-d and 18 NYCRR 521, and the Corporate Integrity Agreement between CSHM and the Office of Inspector General of the Department of Health and Human Services dated January 15, 2010.

4. EFFECTIVE AND BINDING AGREEMENT

a. The undersigned CSHM signatory represents and warrants that she is authorized to execute this Agreement. The undersigned NYAG and OMIG signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement;

b. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement;

c. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and may not be amended, modified or waived except in a writing signed by each party or an authorized representative thereof; and

c. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, and transferees.

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IN WITNESS WHEREOF, this Agreement consisting of three (3) pages (including this page) and Exhibit A, has been read and signed by the undersigned parties on the date(s) set forth below.

**CHURCH STREET HEALTH MANAGEMENT,
LLC**

By: _____

Name: _____

Title: _____

Date: February 15, 2012

**NEW YORK STATE OFFICE OF MEDICAID
INSPECTOR GENERAL**

By: _____

Name: _____

Title: _____

Date: February 15, 2012

**NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL**

By: _____

Name: Monica J. Hickey-Martin

Title: Special Deputy Attorney General

Date: February 15, 2012

IN WITNESS WHEREOF, this Agreement consisting of three (3) pages (including this page) and Exhibit A, has been read and signed by the undersigned parties on the date(s) set forth below.

CHURCH STREET HEALTH MANAGEMENT,
LLC

By: _____

Name: _____

Title: _____

Date: February 15, 2012

NEW YORK STATE OFFICE OF MEDICAID
INSPECTOR GENERAL

By: _____

Name: James C. Cox

Title: Acting Medicaid Inspector General

Date: February 15, 2012

NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL

By: _____

Name: Monica J. Hickey-Martin

Title: Special Deputy Attorney General

Date: February 15, 2012

IN WITNESS WHEREOF, this Agreement consisting of three (3) pages (including this page) and Exhibit A, has been read and signed by the undersigned parties on the date(s) set forth below.

CHURCH STREET HEALTH MANAGEMENT,
LLC

By: _____

Name: _____

Title: General Counsel; CAO

Date: February 15, 2012

NEW YORK STATE OFFICE OF MEDICAID
INSPECTOR GENERAL

By: _____

Name: _____

Title: _____

Date: February 15, 2012

NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL

By: _____

Name: Monica J. Hickey-Martin

Title: Special Deputy Attorney General

Date: February 15, 2012

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BY:.....



**STATE OF NEW YORK
OFFICE OF THE MEDICAID INSPECTOR GENERAL
800 North Pearl Street
Albany, New York 12204**

**ANDREW M. CUOMO
GOVERNOR**

**JAMES C. COX
MEDICAID INSPECTOR GENERAL**

July 5, 2012

David Wilson
Chief Executive Officer
CSHM, LLC
618 Church Street, Suite 520
Nashville, TN 37219-2457

Via Telefax: 615-750-0304 Hard Copy to Follow

Re: Corporate Integrity Agreement Suspension

Dear Mr. Wilson,

The Office of the Medicaid Inspector General (OMIG) is in receipt of CSHM, LLC May 23, 2012 correspondence in which CSHM, LLC f/k/a/ Church Street Health Management, LLC, f/k/a FORBA Holdings, LLC provided the following:

1. Certifications by CSHM's Chief Compliance Officer, Chief Administrative Officer and General Counsel, and Interim Chief Executive Officer, and supporting documentation, indicating that:
 - a. CSHM has terminated the Management Services Agreements between CSHM and the Albany Access, Small Smiles Syracuse and Small Smiles Rochester dental centers in New York effective May 15, 2012.
 - b. The Albany Access, Small Smiles Syracuse and Small Smiles Rochester dental centers in New York ceased treating patients on December 22, 2011, March 28, 2012, and April 29, 2012, respectively.
 - c. CSHM has not entered into any new Management Service Agreements with any other dental practice in New York.
 - d. CSHM contacted Computer Sciences Corporation, Provider Enrollment Support Unit, and requested a voluntary termination of enrollment in connection with each Federal Employer Identification Number and each New York State Medicaid Provider Identification Number associated with CSHM.

Mr. David Wilson, CEO
July 5, 2012
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A. Partial Compliance with the February 15, 2012 Agreement

Based on the certifications in connection to the before mentioned actions, OMIG acknowledges that CSHM has satisfied their obligation set forth in Paragraph 2.b of the February 15, 2012 Agreement (copy attached) between CSHM, OMIG and the New York State Office of the Attorney General (NYAG). OMIG makes no further acknowledgment as to the other obligations to which CSHM is bound pursuant to the Agreement.

B. Suspension of the Corporate Integrity Agreement

CSHM's compliance with Paragraph 2.b of the February 15, 2012 Agreement demonstrates that CSHM has ceased participation in federal health care programs in New York State. Therefore, as authorized under Section XI.D on page 41 of the Corporate Integrity Agreement (CIA) between OMIG and CSHM, OMIG may agree to a suspension of CSHM's obligations under the CIA. This correspondence shall serve as OMIG's notification that the CIA between CSHM and OMIG will be suspended effective upon CSHM's confirmation as set out in Section D of this letter.

C. Notification to OMIG

This correspondence shall also serve as a reminder that the CIA is binding on CSHM, its successors, assigns, and transferees and that CSHM, its successors, assigns, and transferees must notify OMIG at least 30 days in advance of CSHM's intent to resume participation as a provider or supplier with any Federal health care program in New York State. Upon receipt of such notification, OMIG shall evaluate whether the CIA should be reactivated or modified. This is in accordance with Section XI.A and XI.D on page 41 of the CIA.

CSHM is also required to notify OMIG and obtain consent prior to opening, operating, acquiring (in whole or in part), providing business services to, or maintaining any dental practice in New York. OMIG may withhold consent or reactivate or modify the New York CIA as a result of such notification. This is in accordance with Paragraph 2.d on page 3, of the February 15, 2012 Agreement.

D. Confirmation by CSHM

OMIG requests that CSHM respond to this notification by confirming the suspension of the CIA and by further confirming that certain notification obligations exist for CSHM and its successors, assigns, and transferees, as referenced in Section C of this letter and as set forth in Section XI.A and XI.D of the CIA and Paragraph 2.d of the February 15, 2012 Agreement. (See page 4 of this correspondence for CSHM confirmation).

CSHM's confirmation, as set out below, must be submitted by close of business on July 12, 2012, to the address below:

Ms. Stephanie Kohli
Office of the Medicaid Inspector General

Mr. David Wilson, CEO
July 5, 2012
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Bureau of Compliance- CIA Unit
800 North Pearl Street
Albany, NY 12204

We request that an electronic copy of the hard copy response be submitted to OMIG's CIA dedicated email account cia@omig.ny.gov.

The receipt by OMIG of CSHM's signed and notarized confirmation will finalize the CIA suspension process.

Please contact Stephanie Kohli at 518-486-9909 if you have any questions in connection with this correspondence.


~~Matthew D. Babcock~~
Assistant Medicaid Inspector General – Compliance

cc: Leslie Shaw, Strategic Health Solutions- Independent Monitor (via e-mail only)
David Hile, FTI Consulting- Independent Review Organization (IRO) (via e-mail only)
Felicia Heimer, Esq. (HHS-OIG) (via e-mail only)
Stephanie Kohli (OMIG) (via e-mail only)
Monica J. Hickey-Martin (NYAG) (via e-mail only)

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Mr. David Wilson, CEO
July 5, 2012
Page 4

CONFIRMATION BY CSHM, LLC

The undersigned, having authority to act on behalf of CSHM, hereby confirms that CSHM's Corporate Integrity Agreement ("CIA") with the New York State Office of the Medicaid Inspector General is suspended and that CSHM and its successors, assigns and transferees have certain obligations under the terms of the attached February 15, 2012 Agreement and the CIA before resuming participation as a provider or supplier with any Federal healthcare program in New York State.

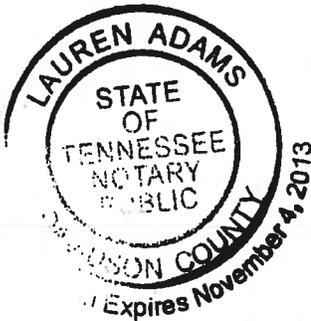
[Redacted Signature]

David Wilson
Chief Executive Officer

Sworn to before me this 10th
day of July, 2012

[Redacted Signature]

Notary Public



[Redacted Signature]

REGINALD S. GIBSON, Jr.
Counsel for CSHM

Sworn to before me this 10th
day of July, 2012

[Redacted Signature]

Notary Public

