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STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

BEFORE THE STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

IN RE:)
)
 INSTITUTE FOR SUBSTANCE USE) DR 155
 DISORDERS, LLC d/b/a)
 SERENO RIDGE RECOVERY)
)

PETITION FOR DECLARATORY RULING
ON BEHALF OF ADDICTION AND MENTAL HEALTH SERVICES, INC.
d/b/a BRADFORD HEALTH SERVICES

COMES NOW Petitioner, Addiction and Mental Health Services, Inc., d/b/a Bradford Health Services (hereinafter “Bradford Health Services”), and pursuant to Rule 410-1-9-.01 of the Alabama Certificate of Need Program Rules and Regulations respectfully submits this Petition for Declaratory Ruling to the Certificate of Need Review Board regarding Institute for Substance Use Disorders, LLC, d/b/a Sereno Ridge Recovery (hereinafter “Sereno Ridge”). Petitioner Bradford Health Services seeks a declaratory ruling that Sereno Ridge’s plan to develop and operate a 16-bed, 16,500-square-foot, “Clinically Managed High Intensity Residential Treatment Program for Adults and Medically Monitored Residential Detoxification Program” (i.e., a residential drug and alcohol addiction treatment center) in Morgan County, Alabama, proposes a new institutional health facility and services as defined by ALA. CODE §§ 22-21-260(6), 22-21-260(8), 22-21-260(9); SHPDA Rules 410-1-2-.05(1), 410-1-2-.06, 410-1-2-.14; and § 410-2-4-.11 of the Alabama State Health Plan. Accordingly, the development and operation of Sereno Ridge’s proposed residential drug and alcohol addiction treatment center is subject to review, and must be reviewed and approved by the CON Review Board, under the Alabama State Health Planning laws and the State Health Planning and Development Agency’s Rules and Regulations, before it can be developed and operated. In support of this Petition Bradford Health Services states as follows.

I. FACTUAL BACKGROUND

The Petitioner, Bradford Health Services, is a detoxification, stabilization, rehabilitation, and intervention substance abuse services provider with seven (7) CON licensed facilities in the State of Alabama, including five CON licensed outpatient locations in Florence, Birmingham, Huntsville, Mobile and Montgomery, and two CON licensed inpatient facilities in Madison and Warrior. Bradford Health Services' inpatient facility in Warrior, located approximately 25 miles north of Birmingham near I-65, consists of 204 beds for detoxification and short-term/long-term rehabilitation, and serves patients from across the State of Alabama and the United States. The Madison location has 84 beds for detoxification/residential and serves patients from Madison County and neighboring counties, including Morgan County which this Petition concerns, and neighboring states.

The Respondent, Sereno Ridge, has recently created a website, <https://www.serenoridge.com/> (last visited October 26, 2020), which states that it will provide “residential treatment services for alcoholism and drug addiction; these services include detox and rehabilitation combining modern medical and behavioral techniques with a focus on abstinence-based recovery using the 12 steps” (Exhibit A). In addition, an article published by Huntsville Real-Time News on August 11, 2020, states that Sereno Ridge is in the process of opening in Morgan County, which is across the Tennessee River from Madison County, a 16,500 square feet facility that will be staffed by two physicians specializing in addiction therapy, and further states as follows:

A large showplace home in the north Alabama mountains is being transformed into a residential drug and alcohol addiction treatment center. The new facility named Sereno Ridge Recovery is being developed in a 16,500-square-foot Alpine log house formerly known as Angelwalk. It is located on 170 acres in Morgan County.

The facility is designed to “serve individuals who may want a more discreet and comfortable environment,” spokeswoman Karen Petersen said. “It’s significantly more intimate than your typical, more institutionalized treatment center.” The center will have an indoor pool, semi-private rooms, a gourmet chef, and more than 170 acres of gardens and hiking trails.

...

The center will treat “all kinds of addiction, including alcohol, prescription medication and illicit drugs,” Petersen said. “We will also provide detox services.”

...

“We will treat 300 people, maximum, per year with a capacity of 16 patients at 90 percent utilization. Adding our capacity only increases supply to 32 percent of demand.” Petersen said.

Both physicians staffing Sereno Ridge Recovery - Dr. Nancy White and Dr. Ammar Alrefai - are board-certified in addition medicine, Petersen said. Alrefai is also board-certified in psychiatry.

“We use evidence-based treatments, such as cognitive behavioral therapy, the ‘12 Steps,’ and other modalities,” Petersen said. “Clients will also participate in experiential therapies, like art therapy, music therapy and yoga. They will have group therapy, as well as individual sessions.”

(Exhibit B). The treatment facility is also promoted by the Arab Chamber of Commerce on its Facebook page (Exhibit C). The facility will be located at 291 Valley Cruise Lane, Arab, Alabama, which is approximately 15 miles south of the Tennessee River and the City of Huntsville, Alabama.

(Exhibit D). For tax purposes the facility is appraised at over \$2,000,000, and the facility and land have a combined tax appraisal of \$2,352,300. (Exhibit D). In addition, upon information and belief, Sereno Ridge entered into a \$2.695 million mortgage with CenterState Bank, N.A., through a loan from the U.S. Small Business Administration. (Exhibits E and F).

The medical doctors behind Sereno Ridge are Ammar Alrefai and Nancy White, who are well established physicians in Huntsville, Alabama. Dr. Alrefai is a psychiatrist licensed by the State of

Alabama, and formerly licensed in Tennessee. He is a member of the American Board of Psychiatry and Neurology and is the owner and founder of Valley Behavioral Services, P.C., located at 708 Will Halsey Way, Madison, Alabama 35758 (Exhibits G, H, I). He has provided, or is presently providing, psychiatric services to the Madison County Jail. (Exhibit J), and he is on staff at Crestwood Medical Center in Huntsville. (Exhibit K).

Dr. White is a licensed physician by the State of Alabama and previously worked as a Medical Director and Addiction Specialist for the Petitioner, Bradford Health Services. (See Exhibits L and M). Dr. White is a member of the American Board of Addiction Medicine; American Board of Family Medicine; American Board of Preventive Medicine; and American Society of Addiction Medicine. (Exhibit N).

Sereno Ridge is also employing Lucy Douglas as its Clinical Director. Douglas has worked as a psychiatric screener for Huntsville Hospital where she assessed patients for psychiatric and substance abuse problems in the Emergency Department, and facilitated inpatient treatment for such patients, including consulting psychiatrists for developing a discharge plan and referral to community resources. She as also worked as an adult substance abuse director, and is licensed or certified in advance alcohol drug counseling and professional counseling. (Exhibits O and P).

The Institute for Substance Use Disorders, LLC (d/b/a Sereno Ridge) has also obtained a provider number from the Centers for Medicare and Medicaid Services, effective July 11, 2020. The “NPI Type” is “Organization.” (Exhibit Q). The selected taxonomy are: family medicine addiction; counselor addiction (substance use disorder); registered nurse addiction (substance use disorder); and psychiatry and neurology addiction medicine. (Exhibit Q).

In its Certification Applications with the Alabama Department of Mental Health, Sereno Ridge represents that is a “new provider” and its application is for a “new site” with 16 “certified” beds. Sereno Ridge is seeking a license to operate as a Level 3.7-D Medically Monitored Residential Detoxification Program and a Level III.5 - Clinically Managed High Intensity Residential Treatment Program for Adults. (Exhibit R). The description and requirements for such facilities are set forth in the Alabama Department of Mental Health Substance Abuse Services, ALA. ADMIN. CODE Chapter 580-9-44. The particular sections involved here (§§ 580-9-44-.25 and -.28) are attached hereto as Exhibits S and T, respectively.

At a minimum, a Level III.5 facility must treat “individuals who have been assessed to have multiple, significant social and psychological functional deficits that cannot be adequately addressed on an outpatient basis.” ALA. ADMIN. CODE § 580-9-44-.25(1)(a)2(i). (Exhibit S).

A Level 3.7-D Medically Monitored Residential Detoxification Program is defined as:

An organized regimen of services provided by nursing and medical professionals, which provides for 24-hour medically supervised alcohol or other drug withdrawal management with medication approved for such use.

(Exhibit T, 580-9-44-.28(2)(d)).

A Level III.5 and Level 3.7-D facility are required to have on duty awake staff to provide supervision of each patient’s health, welfare and safety twenty-four (24) hours a day, seven (7) days a week; on-site physician care and phone availability twenty-four (24) hours a day, seven (7) days a week. (Exhibits S and T). A Level 3.7-D facility must also have nurse monitoring, assessment and management of signs and symptoms of intoxication and withdrawal twenty-four (24) hours a day, seven (7) days a week (Exhibit T). Both types of facilities must have trained medical staff, including a medical director; program coordinator; nursing services director; a registered nurse or licensed

practical nurse on site during all hours of operation; direct care personnel; an adequate number of personnel, including physicians, nurses, counselors and care managers to sustain the program as delineated in its operational plan; and an adequate number of support personnel to sustain the program's administrative functions (Exhibit T).

II. ALABAMA LAW

As provided by ALABAMA CODE § 22-21-261, a Certificate of Need (CON) program has been established ensure the health care services and facilities are reviewed to ensure that they meet the public interest. Section 22-21-261 states as follows:

The Legislature of the State of Alabama declares that it is the public policy of the State of Alabama that a certificate of need program be administered in the state to assure that **only those health care services and facilities found to be in the public interest** shall be offered or developed in the state. It is the purpose of the Legislature in enacting this article **to prevent the construction of unnecessary and inappropriate health care facilities through a system of mandatory reviews** of new institutional health services, as the same are defined in this article.

(Emphasis added).

ALABAMA CODE § 22-21-263(a) also provides “[a]ll new institutional health services which are subject to this article and which are proposed to be offered or developed within the state shall be subject to review under this article.” Section 22-21-263(a) goes on to state that new “institutional health services” include “the construction, development, acquisition through lease or purchase, or other establishment of a new health care facility or health maintenance organization.”

ALABAMA CODE § 22-21-260(9) defines “institutional health services” to be “health services provided in or through health care facilities or health maintenance organizations, including the entities in or through which such services are provided.”

ALABAMA CODE § 22-21-260(6) defines a “health care facility” to specifically include alcohol and drug abuse facilities, stating in part as follows:

General and specialized hospitals, including tuberculosis, psychiatric, long-term care, and other types of hospitals, and related facilities such as, laboratories, out-patient clinics, and central service facilities operated in connection with hospitals; skilled nursing facilities; intermediate care facilities; skilled or intermediate care units operated in veterans’ nursing homes and veterans’ homes, owned or operated by the State Department of Veterans’ Affairs, as these terms are described in Chapter 5A (commencing with Section 31-5A-1) of Title 31, rehabilitation centers; public health centers; facilities for surgical treatment of patients not requiring hospitalization; kidney disease treatment centers, including free-standing hemodialysis units; community mental health centers and related facilities; ***alcohol and drug abuse facilities***; facilities for the developmentally disabled; hospice service providers; and home health agencies and health maintenance organizations.

(Emphasis added).

ALABAMA CODE § 22-21-260(8) defines “health services” as also expressly including alcohol and drug abuse facilities:

Clinically related (i.e., diagnostic, curative, or rehabilitative) services, ***including alcohol, drug abuse***, and mental health services customarily furnished on either an in-patient or out-patient basis by health care facilities, but not including the lawful practice of any profession or vocation conducted independently of a health care facility and in accordance with applicable licensing laws of this state.

(Emphasis added).

Based upon the above statutes, all new health services - - specifically including drug and alcohol abuse services - - provided in or through new health care facilities - - which specifically include alcohol and drug abuse facilities - - are subject to Certificate of Need review.

The SHPDA Certificate of Need Program Rules and Regulations (“SHPDA Rules”) define a “Certificate of Need” to be:

A permit **required by law** before which no person, except as exempted by statute, shall acquire, construct or operate a new institutional health service or acquire major

medical equipment, or furnish or offer, or purport to furnish a new institutional health service, or make arrangement or commitment for financing the offering of the new institutional health service or acquiring the major medical equipment.

SHPDA Rule 410-1-2-.19 (emphasis added).

The SHPDA Rules also define “Substance Abuse Rehabilitation Services” to be “[a]ny facility or service (i.e., diagnostic, curative, or rehabilitative) whether acute or subacute which offers treatment of alcohol, drug or other substance abuse on either an inpatient or outpatient basis.”

SHPDA Rule 410-1-2-.21.

III. ANALYSIS AND CONCLUSION

Sereno Ridge has applied for Certification with the Alabama Department of Mental Health to be a New Provider of a Medically Monitored Residential Detoxification Program and Clinically Managed High Intensity Residential Treatment Program for Adults. These services will be provided in a 16 bed, 16,500 square foot facility valued at over \$2,000,000, and by two well-established physicians in psychiatric and substance abuse medicine. The facility will offer physician and nursing services and will comply with all staffing, policy and operational requirements set out in the Alabama Department of Mental Health Substance Abuse Services Administrative Code. As such, these are new health care services to be provided in a new health care facility and, therefore, are subject to Certificate of Need Review.

Only recently the CON Review Board was given notice that there are an increasing number of health care providers taking the position that certain projects are not subject to Certificate of Need Review (Exhibit U). According to the CON Review Board Chairman, Dr. Swaid Swaid:

There are several requests for nonreviewability that have been published. These are people who are asking to begin to operate facilities or expand facilities or change the status of a facility without going through the CON process. I think the

majority of the ones that have been published are somewhat reasonable and traditional, but there are a few that need to be looked at very carefully.

If you decipher what's being requested, it's really no different than what people had had to go through a CON process in order to get approval. Now, one has to tread carefully here because nonreviewability letters can be challenged even if granted. So I just want everybody to be aware of the fact that a few years ago, based on quite a lot of concern about this particular aspect of our agency, we began to publish these and make everyone aware of them.

I read these very carefully, and I'd like every Board member to read them carefully as well. And when there are concerns, they need to be raised. Because I know several other agencies now are beginning to look at these and raise concerns, and at least one of them reached out to Ms. Marsal, I think, in writing in this regard.

So I just want to throw out a cautionary note here that some people may be asking to do things that, upon further and closer examination, may, in fact, need to go through the process rather than be granted nonreviewability.

...

I think what I'd like to add to what Mark said is, you know, our job is to establish need and to care about safety. So, you know, under COVID and because of the circumstances, I just feel that some people may want to fly under the radar, so to speak, in order to get things that clearly would have required CON review process, in my opinion at least. And I think that's my concern.

...

And it is more arduous to go through the CON, but in many instances – not all, but in many instances, I believe it is beneficial to the citizens of the state to have that process be aired out in public with plenty of notification for everyone involved. So that's the cautionary note I would put out there.

...

So at this point, I think everything has been done right. I just think that sunlight is always better than darkness.

Based upon the evidence of record, Sereno Ridge is one of the increasing number of providers that are attempting to evade the CON laws and SHPDA's rules and regulations, by

developing a facility that is expressly and specifically defined as health care facility but without first seeking or obtaining a CON.

Accordingly, Bradford Health Services respectfully petitions the CON Review Board to conduct a review of the attached evidentiary material and, following a consideration of the merits and applicable law, to issue a declaratory ruling that Respondent, Institute for Substance Use Disorders, LLC, d/b/a Sereno Ridge Recovery, is in the process of developing a project that is a health care facility to provide institutional health services, all as defined by law, and that a CON must be sought and obtained by Respondent.

Respectfully submitted this 30th day of October, 2020.

s/ James E. Williams

JAMES E. WILLIAMS

C. MARK BAIN

J. FLYNN MOZINGO

Attorneys for Addiction and Mental Health
Services, Inc., d/b/a Bradford Health Services

OF COUNSEL:

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Post Office Drawer 5130

Montgomery, AL 36103-5130

Telephone: (334) 263-6621

Fax: (334) 269-9515

jwilliams@mewlegal.com

mbain@mewlegal.com

fmozingo@mewlegal.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a copy of the foregoing by U.S. Mail and/or email transmission to the individuals listed below, on this the 30th day of October, 2020:

SHPDA Online Filing (shpda.online@shpda.alabama.gov)

Institute for Substance Use Disorders, LLC
c/o Andrew White, Registered Agent
4525 Colewood Circle SE
Huntsville, AL 35802

s/ James E. Williams
OF COUNSEL

Exhibit A

February 09, 2020



Sereno Ridge Recovery



Website coming soon!

Sereno Ridge Recovery provides residential treatment services for alcoholism and drug addiction; these services include detox and rehabilitation combining modern medical and behavioral techniques with a focus on abstinence-based recovery using the twelve steps.



Exhibit B

Huntsville Real-Time News

Sereno Ridge Recovery turning mountaintop mansion into a treatment center

Updated Aug 11, 2020; Posted Aug 11, 2020



Sereno Ridge Recovery is being developed in the 16,500-square-foot Alpine log home formerly known as Angelwalk. It is located on 170 acres in Morgan County.

By [Lee Roop | lroop@al.com](mailto:lroop@al.com)

A large showplace home in the north Alabama mountains is being transformed into a residential drug and alcohol addiction treatment center.

The new facility named Sereno Ridge Recovery is being developed in a 16,500-square-foot Alpine log house formerly known as Angelwalk. It is located on 170 acres in Morgan County.

The facility is designed to “serve individuals who may want a more discreet and comfortable environment,” spokeswoman Karen Petersen said. “It’s significantly more intimate than your typical, more institutionalized treatment center.” The center will have an indoor pool, semi-private rooms, a gourmet chef, and more than 170 acres of gardens and hiking trails.

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The need for Sereno Ridge Recovery is “tremendous, especially now during the pandemic,” Petersen said. “According to the (American Association of Medical Colleges), alcohol sales have soared since March, and there’s also been a spike in prescription and illicit drug use.” The center will treat “all kinds of addiction, including alcohol, prescription medication and illicit drugs,” Petersen said. “We will also provide detox services.”

Petersen said the Huntsville-Decatur-Albertville area is the second-fastest growing area in Alabama with almost 775,000 residents. It has two residential treatment centers with about 72 beds, she said.

“We will treat 300 people, maximum, per year with a capacity of 16 patients at 90 percent utilization. Adding our capacity only increases supply to 32 percent of demand,” Petersen said.

Both physicians staffing Sereno Ridge Recovery – Dr. Nancy White and Dr. Ammar Alrefai - are board-certified in addiction medicine, Petersen said. Alrefai is also board-certified in psychiatry.

“We use evidence-based treatments, such as cognitive behavioral therapy, the ‘12 Steps,’ and other modalities,” Petersen said. “Clients will also participate in experiential therapies, like art therapy, music therapy and yoga. They will have group therapy, as well as individual sessions.”

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Exhibit C



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Arab Chamber of Commerce

@arabchamberofcommerce · Community Organization

Home

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Photos

Reviews

More

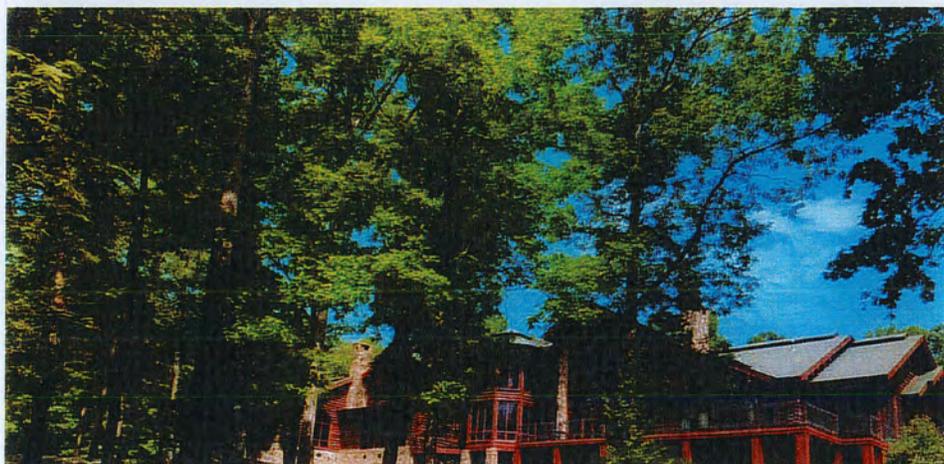
Like



Arab Chamber of Commerce

August 18 ·

We had the opportunity to visit Sereno Ridge Recovery this morning, previously known as the AngelWalk property. Dr. Nancy White, Mr. Andrew White and Mrs Karen Petersen gave us the grand tour and this will be a great asset, not only to our community, but to those who will find recovery here.





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August 18 ·

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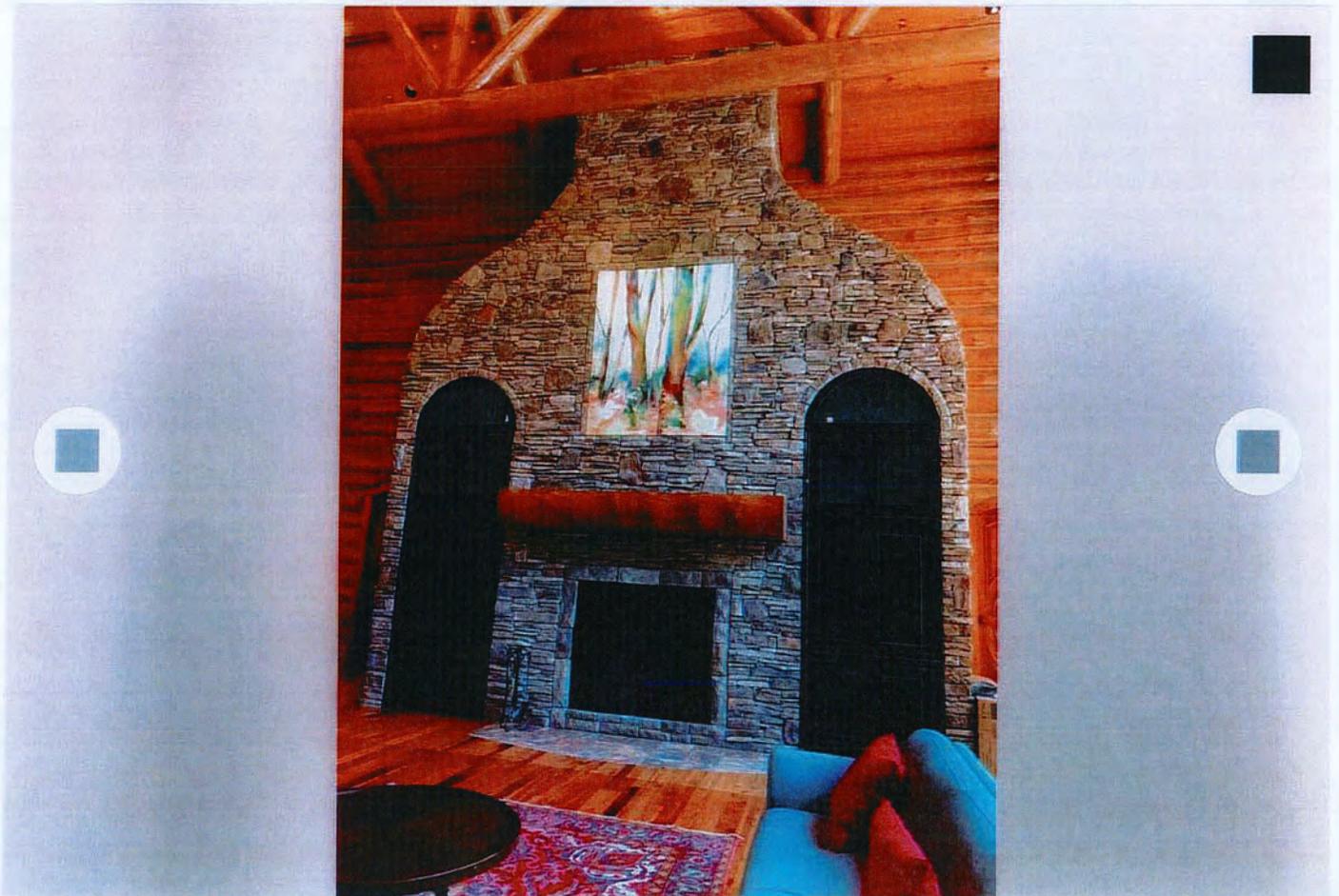
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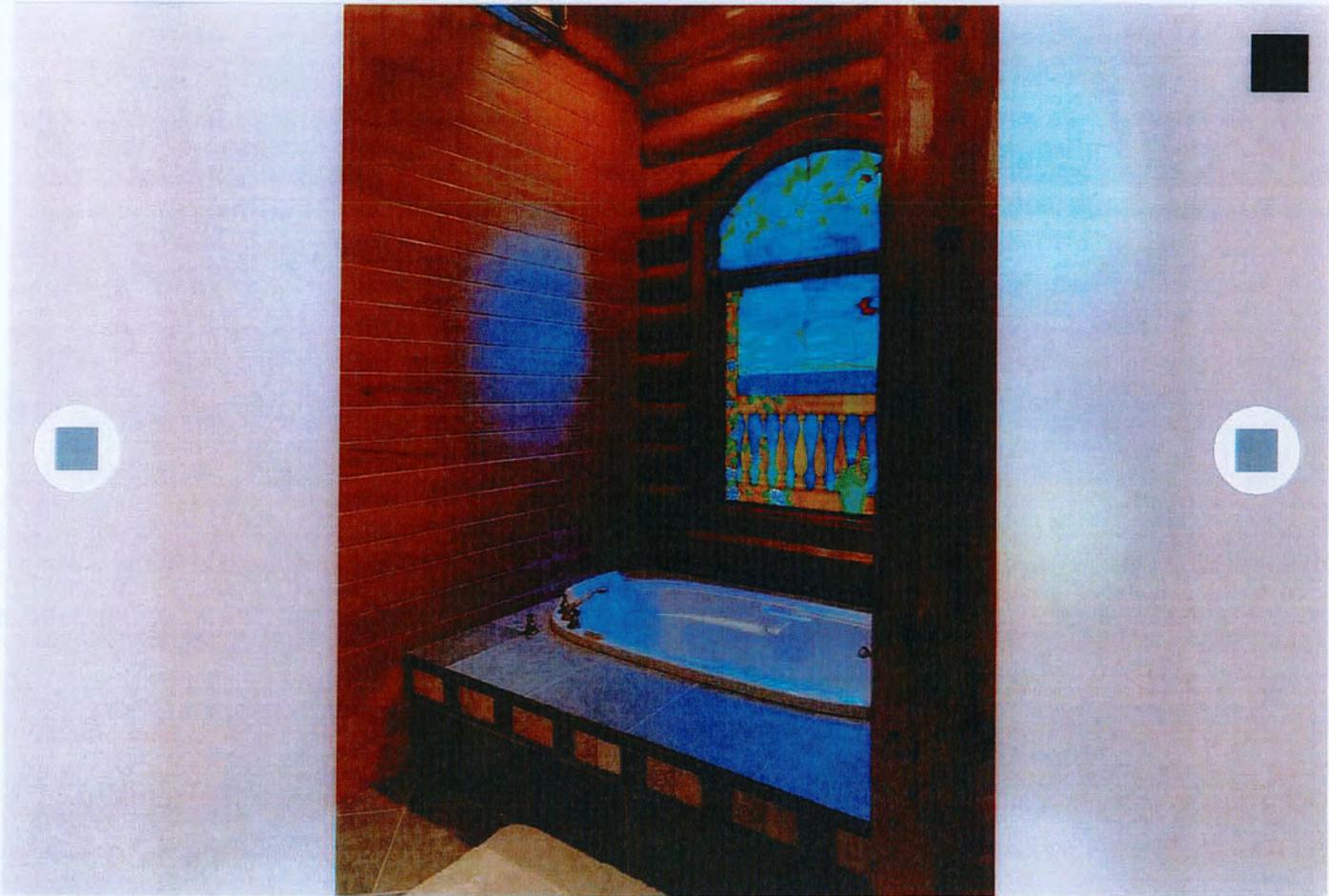
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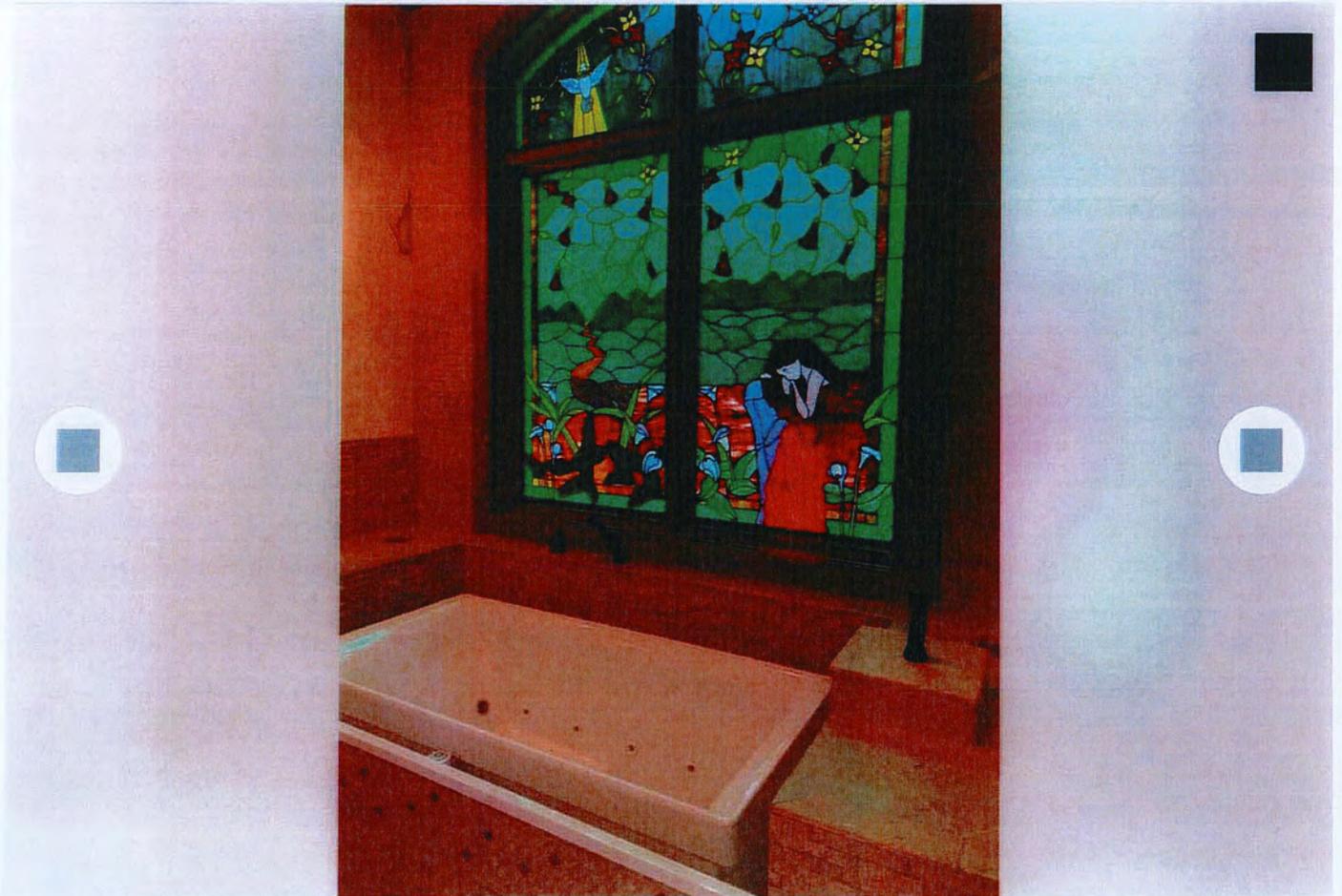
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Exhibit D

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: **9.5** H/C Sqft: **18,000**
DIST01C Bed Rooms: **0** Land Sch: **ST/HSC**
Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
Acres: **0.000** Sales Info: **08/20/1997 \$0**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020

SUMMARY LAND SUBDIVISION SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
EXEMPT CODE: H1 DISABILITY CODE:
MUN CODE: 01 COUNTY #1 HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 99 TAX SALE:
PREV YEAR VALUE: \$2,352,300.00 BOE VALUE: 0
KEY #: 44639

VALUE

LAND VALUE 10% \$28,500
LAND VALUE 20% \$0
CURRENT USE VALUE \$69,700

CLASS 2

CLASS 3
POOL REIN. CONC. 29S1999 \$25,000
BLDG 1 111 \$1,982,600

TOTAL MARKET VALUE [CU. VALUE: \$2,105,800]: \$2,036,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$210,580	\$1,368.77	\$4,000	\$26.00	\$1,342.77
COUNTY	3	1	\$210,580	\$2,274.26	\$2,000	\$21.60	\$2,252.66
SCHOOL	3	1	\$210,580	\$1,221.36	\$0	\$0.00	\$1,221.36
DIST SCHOOL	3	1	\$210,580	\$2,379.55	\$0	\$0.00	\$2,379.55
CITY	3	1	\$210,580	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$9.90	\$0	\$0.00	\$9.90
FIRETAX	3	1	\$210,580	\$631.74	\$2,000	\$6.00	\$625.74
ASSD. VALUE: \$210,580.00				\$7,885.58			GRAND TOTAL: \$7,831.98

DEEDS

INSTRUMENT NUMBER 1679-0000244 **DATE** 08/20/1997

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2020		\$0.00
12/12/2019	2019	BRIAN SCOTT/ MAIL	\$7,829.00
12/20/2018	2018	BRIAN SCOTT/MAIL	\$7,826.02
12/18/2017	2017	BRIAN SCOTT/MAIL	\$7,748.21
11/23/2016	2016	BRIAN SCOTT	\$7,766.91
2015-11-16	2015	SCANNED	\$7,763.93
2014-11-04	2014	SCANNED	\$7,760.93
2014-01-02	2013	SCANNED	\$8,090.80
2012-12-11	2012	SCANNED	\$8,087.81
2011-12-06	2011	SCANNED	\$8,084.81
2010-12-20	2010	SCANNED	\$8,081.83
2009-12-30	2009	SCANNED	\$11,192.00
2008-12-31	2008	SCANNED	\$11,189.00
2007-12-11	2007	SCANNED	\$11,257.10
2007-01-09	2006	BRIAN R. SCOTT	\$11,985.60
2005-12-20	2005	BRIAN R SCOTT	\$10,454.50
2004-12-21	2004	BRIAN SCOTT	\$14,229.40
2003-12-22	2003	SCOTT, BRIAN R.	\$1,841.27
2002-10-09	2002	SCOTT, BRIAN R. & LYNNE F.	\$495.85
2001-11-15	2001	SCOTT, BRIAN R. & LYNNE F.	\$495.85
2000-11-08	2000	SCOTT, BRIAN R. & LYNNE F.	\$495.85
1999-12-13	1999	SCOTT, BRIAN R. & LYNNE F.	\$495.85
1998-12-29	1998	SCOTT, BRIAN R. & LYNNE F.	\$341.01
1998-01-27	1997	B. R. SCOTT	\$204.49
1996-12-19	1996	SMITH, CHARLES F. & LILLIAN I.	\$196.65

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
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LOCATION: 291 VALLEY CRUISE LANE AL

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Land: 344,700 Imp: 2,007,600 Total: 2,352,300
Acres: 0.000 Sales Info: 08/20/1997 \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020 ▼

SUMMARY LAND SURTINCE SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
8/20/1997	\$0	1679-0000244		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2021	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2020	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2019	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2018	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2017	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2016	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2015	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2014	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2013	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2012	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2011	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2010	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2009	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2008	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2007	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2006	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2005	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2004	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2003	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2002	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2001	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2000	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
1999	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: 9.5 H/C Sqft: 18,000
DIST01C Bed Rooms: 0 Land Sch: ST/HSC
 Land: 344,700 Imp: 2,007,600 Total: 2,352,300
 Acres: 0.000 Sales Info: 08/20/1997 \$0

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SUMMARY LAND UTILITIES SALES PHYSICALS MAPS

LAND COMPUTATION

		Code	Acreage	Square Foot	Market Value	CU. Value
A/CA3/LAND	3	823 PASTURE (POOR B3)	36	0	\$115,200.00	<u>\$11,200.00</u>
A/CC1/LAND	3	831 TIMBER (GOOD C1)	48	0	\$129,600.00	<u>\$37,100.00</u>
A/CC3/LAND	3	833 TIMBER (POOR C3)	51	0	\$71,400.00	<u>\$21,400.00</u>
ST/HSC	3	111 SINGLE FAMILY	5	0	\$28,500.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1:
SUB DIVISON2:

MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY BLOCK:
PRIMARY LOT:

SECONDARY BLOCK:
SECONDARY LOT:

SECTION: 36
CONDO NAME:

TOWNSHIP: 7S
CONDO BOOK: PAGE:

RANGE: 1W
CONDO UNITS: 0

METES AND BOUNDS: SW1/4 OF NW1/4; N1/2 OF SW1/4 & N 1/2 OF SE1/4 OF SW1/4 ALL IN SEC 36, T7S, R1W

SALES INFORMATION

8/20/1997

\$0.00

BOOK:1679 PAGE:0000244

Land & Building

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: **9.5** H/C Sqft: **18,000**
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[SEARCH](#) [AND](#) [BUILDINGS](#) [SALES](#) [PHOTOS](#) [MAPS](#)

[Bldg_1](#) [Bldg_MISCIMP_1](#)

BUILDINGS

GENERAL INFO

Parcel 18 07 36 0 000 004.000
 Building 1
 Type 111
 Eff. Type 111
 Built 2003 [2003]
 Class A-
 No. Stories 2 No. Rooms 0
 Assmt. Class 3 Bldg. Ht. 0

Current Owners

SCOTT BRIAN R. & LYNNE F.

291 VALLEY CRUISE LANE
ARAB AL 35016

1679-0000244

Last Modified: 04/16/2018

BUILDING VALUE

Base Area 12755
 Base Rate \$80.71
 Const. Units 107
 Adj. Rate \$86.36
 Total Adj. Area 23625
 Sub Total \$2,040,255.00
 Extra Features \$216,080.00
 Base Cost \$2,256,335.00
 Index 1.01
 Replacement Cost \$2,278,898.00
 Condition 87
 Value \$1,982,642.00
 Market Adj. 0
 Final Value \$1,982,600.00
 Misc. Imp. \$0.00
TOTAL IMP. VALUE \$1,982,600.00

Construction Units

Category	SubCategory	Code	Percent	Units
FOUNDATION	WOOD SUBFLOOR	S09	100	0
EXTERIOR WALLS	LOGS	W29	75	28
EXTERIOR WALLS	STONE, ROUGH	W19	25	18
ROOF TYPE	HIP-GABLE	T02	100	8
ROOF MATERIAL	ASPHALT SHINGLES, HEAVY	M22	100	5
FLOORS	HARDWOOD	F08	100	16
INTERIOR FINISH	PLYWOOD	I11	100	24
PLUMBING	AVERAGE	P03	1	8
Total				107

Extra Features

Code	SubCategory	Qty	Sqft	Base	Total
HT11106	HEAT/AC FHA/AC	1	18000	\$6.30	\$113,400.00
PLA0002	BATH 2FIX	13	0	\$2,840.00	\$36,920.00
PLA005W	BATH 5FIX (WHIRLPOOL TUB)	1	0	\$11,540.00	\$11,540.00
PLA0004	BATH 4FIX	1	0	\$5,690.00	\$5,690.00
FPA0007	FIREPLACE +2 W/ 1 OPENING	2	0	\$5,480.00	\$10,960.00
FPA0003	FIREPLACE +1 PREFAB	17	0	\$2,210.00	\$37,570.00
Total					\$216,080.00

MISC IMPROVEMENTS

Code	Assmt.	SubCategory	Size	Value
TOTAL: \$0.00				

APPENDAGES

Symbol	Decimal	Area	Adjusted Area
1+1	1	12755	12755
G 0.6	0.6	2550	1530
1/2H	0.5	2550	1275
B 0.3	0.3	10697	3209
+2	1	3970	3970
OP 0.2	0.2	2105	421
OP 0.2	0.2	2105	421
OP 0.2	0.2	112	22
OP 0.2	0.2	112	22
TOTAL: 23625 Sqft			

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

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 Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
 Acres: **0.000** Sales Info: **08/20/1997 \$0**

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SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

[Bldg 1](#) [Bldg_MISCIIMP 1](#)

BUILDINGS

GENERAL INFO

Parcel 18 07 36 0 000 004.000
 Building MISCIMP 1
 Type MISCIMP
 Eff. Type MISCIMP
 Built 0 [0]
 Class
 No. Stories 0 No. Rooms 0
 Assmt. Class 3 Bldg. Ht. 0

Current Owners
SCOTT BRIAN R. & LYNNE F.

291 VALLEY CRUISE LANE
ARAB AL 35016

1679-0000244

Last Modified: 04/16/2018

BUILDING VALUE

Base Area 0
 Base Rate \$0.00
 Const. Units 0
 Adj. Rate \$0.00
 Total Adj. Area 0
 Sub Total \$0.00
 Extra Features \$0.00
 Base Cost \$0.00
 Index 1.01
 Replacement Cost \$0.00
 Condition 0
 Value \$0.00
 Market Adj. 7
 Final Value \$0.00
 Misc. Imp. \$25,000.00
TOTAL IMP. VALUE \$25,000.00

Construction Units

Category	SubCategory	Code	Percent	Units
			Total	0

Extra Features

Code	SubCategory	Qty	Sqft	Base	Total
				Total	\$0.00

MISC IMPROVEMENTS

Code	Assmt.	SubCategory	Size	Value
29S1999	3	POOL REIN. CONC. SMOOTH 1999 AND UNDER SQ FT	576	\$25,000.00
				TOTAL: \$25,000.00

APPENDAGES

Symbol	Decimal	Area	Adjusted Area
			TOTAL: 0 Sqft

PARCEL #: 18 07 36 0 000 004.000
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SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAP



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Sales Info: **08/20/1997 \$0**
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Land Sch: **ST/HSC**
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SUMMARY LAND SUBMITTES SALES PHOTOGRAPHER NOTES



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Bed Rooms: **0**
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SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAP



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Bed Rooms: **0**
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Sales Info: **08/20/1997 \$0**

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PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
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Land Sch: **ST/HSC**
Total: **2,352,300**

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Exhibit E

Property Detail Report

For Property Located At :
291 VALLEY CRUISE LN, ARAB, AL 35016-9402



Owner Information

Owner Name: 291 VALLEY CRUISE LANE LLC
 Mailing Address: 4525 COLEWOOD CIR SE, HUNTSVILLE AL 35802-1887 C037
 Vesting Codes: // CO

Location Information

Legal Description: SW1/4 OF NW1/4; N1/2 OF SW1/4 & N 1/2 OF SE1/4 OF SW1/4 ALL IN SEC 36, T7S, R1W
 County: MORGAN, AL APN: 18-07-36-0-000-004,000
 Census Tract / Block: 56.00 / 3 Alternate APN: 044639
 Township-Range-Sect: 7S-1W-36 Subdivision:
 Legal Book/Page: Map Reference: /
 Legal Lot: Tract #:
 Legal Block: School District:
 Market Area: School District Name:
 Neighbor Code: COUNTY Munic/Township: COUNTY

Owner Transfer Information

Recording/Sale Date: / Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: 03/13/2020 / 02/25/2020 1st Mtg Amount/Type: \$1,100,000 / CONV
 Sale Price: \$2,450,000 1st Mtg Int. Rate/Type: /
 Sale Type: 1st Mtg Document #: 2020-9238
 Document #: 2020-2234 2nd Mtg Amount/Type: /
 Deed Type: WARRANTY DEED 2nd Mtg Int. Rate/Type: /
 Transfer Document #: Price Per SqFt: \$136.11
 New Construction: Multi/Split Sale: MULTIPLE
 Title Company: ATTORNEY ONLY
 Lender: CENTERSTATE BK NA
 Seller Name: SCOTT BRIAN R & LYNNE F

Prior Sale Information

Prior Rec/Sale Date: / 08/20/1997 Prior Lender:
 Prior Sale Price: Prior 1st Mtg Amt/Type: /
 Prior Doc Number: 1679-244 Prior 1st Mtg Rate/Type: /
 Prior Deed Type: DEED (REG)

Property Characteristics

Gross Area: 18,000 Parking Type: Construction:
 Living Area: 18,000 Garage Area: Heat Type: FORCED AIR
 Tot Adj Area: 23,625 Garage Capacity: Exterior wall: LOG
 Above Grade: 18,000 Parking Spaces: Porch Type:
 Total Rooms: Basement Area: Patio Type:
 Bedrooms: Finish Bsmnt Area: Pool:
 Bath(F/H): / Basement Type: Air Cond: DUAL UNIT
 Year Built / Eff: 2003 / 2003 Roof Type: GABLE Style:
 Fireplace: Y / 19 Foundation: WOOD Quality:
 # of Stories: 2 Roof Material: ASPHALT SHINGLE Condition: AVERAGE
 Other Improvements: Building Permit

Site Information

Zoning: Acres: 140.00 County Use: SINGLE FAMILY (111)
 Lot Area: 6,098,400 Lot Width/Depth: x State Use:
 Land Use: SFR Res/Comm Units: / Water Type:
 Site Influence: Sewer Type:

Tax Information

Total Value: \$2,352,300 Assessed Year: 2019 Property Tax: \$7,829.00
 Land Value: \$344,700 Improved %: 85% Tax Area: 01
 Improvement Value: \$2,007,600 Tax Year: 2019 Tax Exemption:
 Total Taxable Value:

Type: MTG
Filed/Cert: 4/1/2020 11:42:00 AM
Fee Amt: \$43.25 Page 1 of 8
Mtg Tax: \$1,468.05
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022889

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD.
BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

This Mortgage is additional
collateral for a guarantee.
The lien of this Mortgage is
limited to \$978,660.00 and
mortgage tax shall be paid
on this amount.

ACCOMMODATION MORTGAGE
(Participation)

This mortgage made and entered into this 20 day of March, 2020, by and between

Ammar Alrefai and Huda Karzoun, husband and wife,

(hereinafter collectively referred to as mortgagor) and

CenterState Bank, N.A.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 1951 8th St NW,
Winter Haven, FL 33881.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby
acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee,
his successors and assigns, all of the following described property situated and being in the County of
Madison, State of Alabama.

Instrument #: 2020-00022889 Seq: 1

Property legally described on attached Exhibit "A" which exhibit is incorporated herein by this reference.

Commonly known as 105 Southern Pointe Dr, Madison, AL 35758.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that they are lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the Unconditional Guarantees of Ammar Alrefai and Huda Karzoun of a variable promissory note of even date herewith with a maturity date of March 20, 2045. Said promissory note is made by 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC in favor of mortgagee. Notwithstanding anything contained herein, the lien of this mortgage is limited to \$978,660.00.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.R.F. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. They will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the

property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that they will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises. Notwithstanding anything above, mortgagee acknowledges and consents to a prior mortgage in favor of Progress Bank & Trust in the original principal amount of \$250,000.00.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or its assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if they shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the same mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to

pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a public foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 105 Southern Pointe Dr, Madison, AL 35758 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1951 8th St NW, Winter Haven, FL 33881.

11. No conveyance of said property, or any part thereof, shall be made by mortgagor without the written consent of mortgagee. Should the property covered by this mortgage be conveyed by the mortgagor, its successors or assigns to any third party without the written consent of the mortgagee, then at the option of the mortgagee, the whole sum of the principal and interest payable under the Note or Notes secured hereby shall become immediately due and payable.

12. Mortgagor expressly waives all homestead and redemption rights and exemptions. The foregoing constitutes a statement of non-homestead.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA

does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature] (SEAL)
Ammar Alrefai

[Signature] (SEAL)
Huda Karzoun

STATE OF ALABAMA

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ammar Alrefai and Huda Karzoun, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of March, 2020.



Brandy Ikard
Notary Public
My Commission Expires: _____ My Commission Expires
June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 181, CLIFF'S COVE, EIGHTH ADDITION, A RESUBDIVISION OF TRACT NO. 3E AND A PORTION OF TRACT NO. 3D OF CLIFF'S COVE, TRACT THREE, A RESUBDIVISION OF TRACT NUMBER THREE OF CLIFF'S COVE, AS RECORDED IN PLAT BOOK 37, PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 42, PAGE 57.

File/Cert: 04/01/2020 11:42:00 AM
Fee Amt: \$43.25 Page 8 of 8
Mtg Tax: \$1,468.05
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022889

Type: ASSIGNRL
Filed/Cert: 4/1/2020 11:43:00 AM
Fee Amt: \$35.75 Page 1 of 5
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022890

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD., BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Ammar Alrefai and Huda Karzoun, husband and wife, whose address is 105 Southern Pointe Dr, Madison, AL 35758 (hereinafter collectively referred to as the "Grantor"), said Grantor being the fee owners of premises situated in the County of Madison, State of Alabama, and described as follows:

See Exhibit "A" (commonly known as 105 Southern Pointe Dr, Madison, AL 35758) attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, CenterState Bank, N.A., having its principal place of business at 1951 8th St NW, Winter Haven, FL 33881 (hereinafter referred to as the "Lender"), is the owner and holder of a SBA Note of even date herewith secured by Mortgage and Security Agreement, Accomodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements (the SBA Note, Mortgage and Security Agreement, Accomodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC (collectively, the "Borrower"); and

Assignment of Leases & Rents

Instrument #: 2020-00022890 Seq: 1

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due (and, in each case, after the expiration of all cure periods, if any), Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due and, in each case, after the expiration of all cure periods, if any, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of

any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and requests without any obligation or right to inquire as to whether such default actually exists, notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

A release of said Mortgage securing the guarantees of Grantor shall automatically constitute and be considered as an effective and complete release of this Agreement.

Dated: 3/20, 2020.

[Signature] (SEAL)
Ammar Alrefai

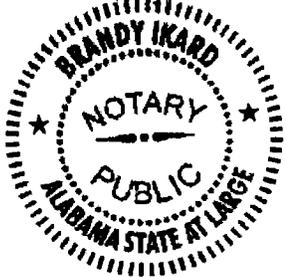
[Signature] (SEAL)
Huda Karzoun

STATE OF Alabama

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ammar Alrefai and Huda Karzoun, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 181, CLIFF'S COVE, EIGHTH ADDITION, A RESUBDIVISION OF TRACT NO. 3E AND A PORTION OF TRACT NO. 3D OF CLIFT'S COVE, TRACT THREE, A RESUBDIVISION OF TRACT NUMBER THREE OF CLIFT'S COVE, AS RECORDED IN PLAT BOOK 37, PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 42, PAGE 57.

File/Cert: 04/01/2020 11:43:00 AM
Fee Amt: \$35.75 Page 5 of 5
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022890

Instrument #: 2020-00022890 Seq: 5

Type: MTG
Filed/Cert: 4/1/2020 11:45:00 AM
Fee Amt: \$43.25 Page 1 of 8
Mtg Tax: \$339.00
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022892

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD.
BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

This Mortgage is additional collateral for a guarantee. The lien of this Mortgage is limited to \$226,000.00 and mortgage tax shall be paid on this amount.

ACCOMMODATION MORTGAGE
(Participation)

This mortgage made and entered into this 10 day of March, 2020, by and between

Andrew White and Nancy White, husband and wife,

(hereinafter collectively referred to as mortgagor) and

CenterState Bank, N.A.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 1951 8th St NW, Winter Haven, FL 33881.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Madison, State of Alabama.

Instrument #: 2020-00022892 Seq: 1

Property legally described on attached Exhibit "A" which exhibit is incorporated herein by this reference.

Commonly known as 4525 Colewood Cir, SE, Huntsville, AL 35802.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that they are lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the Unconditional Guarantees of Andrew White and Nancy White of a variable promissory note of even date herewith with a maturity date of March 20, 2045. Said promissory note is made by 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC in favor of mortgagee. Notwithstanding anything contained herein, the lien of this mortgage is limited to \$226,000.00.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.R.F. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. They will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the

property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that they will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises. Notwithstanding anything above, mortgagee acknowledges and consents to a prior mortgage in favor of CenterState Bank in the original principal amount of \$543,750.00.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or its assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if they shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the same mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to

pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a public foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 4525 Colewood Cir, SE, Huntsville, AL 35802 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1951 8th St NW, Winter Haven, FL 33881.

11. No conveyance of said property, or any part thereof, shall be made by mortgagor without the written consent of mortgagee. Should the property covered by this mortgage be conveyed by the mortgagor, its successors or assigns to any third party without the written consent of the mortgagee, then at the option of the mortgagee, the whole sum of the principal and interest payable under the Note or Notes secured hereby shall become immediately due and payable.

12. Mortgagor expressly waives all homestead and redemption rights and exemptions. The foregoing constitutes a statement of non-homestead.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA

does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature] (SEAL)
Andrew White

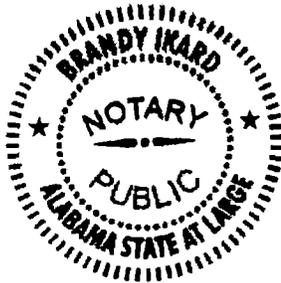
[Signature] (SEAL)
Nancy White

STATE OF ALABAMA

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew White and Nancy White, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public My Commission Expires
My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 18, ACCORDING TO THE MAP OF PLAT OF WALTON'S MOUNTAIN, (A RESUBDIVISION OF LOT 4A, A RESUBDIVISION OF LOT 4 OF FLEMING PROPERTIES AS RECORDED IN PLAT BOOK 34, PAGE 42), AS RECORDED IN PLAT BOOK 35, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

File/Cert: 04/01/2020 11:45:00 AM
Fee Amt: \$43.25 Page 8 of 8
Mtg Tax: \$339.00
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022892

Instrument #: 2020-00022892 Seq: 8

Type: ASSIGNRL
Filed/Cert: 4/1/2020 11:45:00 AM
Fee Amt: \$35.75 Page 1 of 5
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022893

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD., BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Andrew White and Nancy White, husband and wife, whose address is 4525 Colewood Cir, SE, Huntsville, AL 35802 (hereinafter collectively referred to as the "Grantor"), said Grantor being the fee owners of premises situated in the County of Madison, State of Alabama, and described as follows:

See Exhibit "A" (commonly known as 4525 Colewood Cir, SE, Huntsville, AL 35802) attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, CenterState Bank, N.A., having its principal place of business at 1951 8th St NW, Winter Haven, FL 33881 (hereinafter referred to as the "Lender"), is the owner and holder of a SBA Note of even date herewith secured by Mortgage and Security Agreement, Accommodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements (the SBA Note, Mortgage and Security Agreement, Accommodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC (collectively, the "Borrower"); and

Assignment of Leases & Rents

Instrument #: 2020-00022893 Seq: 1

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due (and, in each case, after the expiration of all cure periods, if any), Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due and, in each case, after the expiration of all cure periods, if any, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of

any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and requests without any obligation or right to inquire as to whether such default actually exists, notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

A release of said Mortgage securing the guarantees of Grantor shall automatically constitute and be considered as an effective and complete release of this Agreement.

Dated: 3/20, 2020.

Andrew White (SEAL)
Andrew White

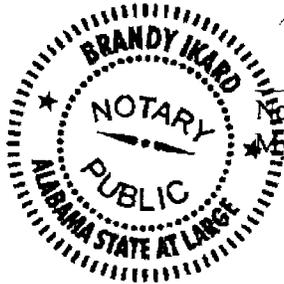
Nancy White (SEAL)
Nancy White

STATE OF Alabama

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew White and Nancy White, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public
My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 18, ACCORDING TO THE MAP OF PLAT OF WALTON'S MOUNTAIN, (A RESUBDIVISION OF LOT 4A, A RESUBDIVISION OF LOT 4 OF FLEMING PROPERTIES AS RECORDED IN PLAT BOOK 34, PAGE 42), AS RECORDED IN PLAT BOOK 35, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

File/Cert: 04/01/2020 11:45:00 AM
Fee Amt: \$35.75 Page 5 of 5
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022893

Instrument #: 2020-00022893 Seq: 5

Exhibit F



UCC Filing 20-7142760	
Filing Type	Business
Total Pages	3
Original Filing Date/Time	4-6-2020 1:02 PM
Status	Active
Expiration Date	4-6-2025

Financing Statement	
Filing Date/Time	4-6-2020 12:02 PM
Pages Filed	3
Debtor Information	291 VALLEY CRUISE LANE, LLC 291 VALLEY CRUISE LANE ARAB, AL 35760
Debtor Information	INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC 291 VALLEY CRUISE LANE ARAB, AL 35760
Secured Party Information	CENTERSTATE BANK, N.A. 1951 8TH ST NW WINTER HAVEN, FL 33881

[Browse Results](#)

[New Search](#)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jennifer Miller 404-446-4995	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Harbin & Miller, LLC 5591 Chamblee Dunwoody Rd. Bldg 1300, Ste. 300 Dunwoody, GA 30338 USA	

Alabama Sec. Of State

B 20-7142760 FS
Date 04/06/2020
Time 12:02 PM
200406 3 Pg

File \$15.00
Access \$9.75
Conv \$5.50
Total \$30.25
56341338

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME 291 Valley Cruise Lane, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 291 Valley Cruise Lane		CITY Arab	STATE AL	POSTAL CODE 35760
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION AL	
		1g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME Institute for Substance Use Disorders, LLC				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 291 Valley Cruise Lane		CITY Arab	STATE AL	POSTAL CODE 35760
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION AL	
		2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CenterState Bank, N.A.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1951 8th St NW		CITY Winter Haven	STATE FL	POSTAL CODE 33881
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral: ATTACHMENT

A security interest in all equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, and wherever located together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith and proceeds therefrom. All inventory, raw materials, work-in-process and supplies now owned or hereafter acquired, proceeds therefrom and wherever located. All accounts and accounts receivable now outstanding or hereafter arising. All contract rights, instruments, documents, chattel paper and general intangibles now in force or hereafter acquired and proceeds therefrom; said items are located on the property located at 291 Valley Cruise Lane, Arab, AL 35760 or wherever same may be located. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

See additional.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
291 Valley Cruise Lane, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Alabama
Sec. Of State

B 20-7142760 FS
Date 04/06/2020
Time 12:02 PM
200406 3 Pg

File \$15.00
Access \$9.75
Conv \$5.50
Total \$30.25
56341338

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description:
a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability.

See additional.

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
291 Valley Cruise Lane, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Alabama
Sec. Of State

B 20-7142760 FS
Date 04/06/2020
Time 12:02 PM
200406 3 Pg

File	\$15.00
Access	\$9.75
Conv	\$5.50
Total	\$30.25

56341338

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS		CITY	STATE
			POSTAL CODE
			COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #. if any
			<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS		CITY	STATE
			POSTAL CODE
			COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate

16. Additional collateral description:

No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

Exhibit G



Alabama Medical Licensure Commission

848 Washington Avenue
Montgomery, AL 36104

License Details - MD/DO/L

Personal Information

Licensee name: Ammar Alrefai
Location: Madison, Alabama

License Information

License type: MD
License status: Active
COQ status: Issued
License number: MD.21428
License description: Full Unrestricted MD
Issue date: 01/01/1998
Expiration date: 12/31/2020
Practice Type: Psychiatry
School Name: University of Damascus
School Dates: 9/87-6/93
School Location: Damascus
Public file: No

Alabama Controlled Substances Certificate

Status: Active
License number: ACSC.21428
Issue date: 01/01/2019

Expiration date: 12/31/2020
Schedules: 2, 2N, 3, 3N, 4, 5
Description: Full Unrestricted ACSC
Restricted None
Comments:
Dispensing physician: No

Collaborative Practice Agreement

<u>Name</u>	<u>Number</u>	<u>Hours</u>	<u>Status</u>
Sean Keith Riggs	CP.15549	0	Terminated
Virginia Anne Hunt	CP.11985	0	Terminated
Diane Martin Allen	CP.5714	0	Terminated
Sarah Jane Miller	CP.22929	36	Active
Keith Edward Watts	CP.15718	40	Active
Michelle Renee Pratt	CP.18830	36	Active
Brittney Adams Kendrick	CP.14062	16	Active

Registration Agreement Information

No Registration Agreements found.

Printed from <http://www.albme.org> Present Date 09/01/2020
(<http://www.albme.org/>)

* Please note that the Alabama Board of Medical Examiners and the Alabama Medical Licensure Commission have no authority over Nurse Practitioners or Midwives. For more information on these licenses, please visit the Alabama Board of Nursing, www.abn.alabama.gov



Alabama State Board of Medical Examiners

848 Washington Avenue
Montgomery, AL 36104

License Details - ACSC

License status:	Active
Expiration date:	12/31/2020
physician's name:	Ammar Alrefai
physician's license:	MD.21428
License number:	ACSC.21428
Issue date:	01/01/2019
Schedules:	II, III, IIIN, IIN, IV, V
Description:	Full Unrestricted ACSC
Restricted	None
Comments:	
Dispensing physician:	No

Covering Physicians

No Covering Physicians Agreements found.

Printed from <http://www.albme.org> Present Date 09/01/2020
(<http://www.albme.org/>)

* Please note that the Alabama Board of Medical Examiners and the Alabama Medical Licensure Commission have no authority over Nurse Practitioners or Midwives. For more information on these licenses, please visit the Alabama Board of Nursing, www.abn.alabama.gov

Physician - Permanent Details

Personal Information

First Name	Ammar
Middle Name	
Last Name	Alrefai
Other Names Used	Alrefai
Birth Year	1970

License Information

License Type	Physician - Permanent
License Number	MD-32078
Status	Relinquished
Basis for Application	Endorsement
State of Principal License (if licensed via IMLC)	
Original Issue Date	09/15/1997
Expiration Date	10/01/2000
Renewal Date	
Relinquished Date	2015-07-01
Status at time of Relinquishment	Inactive
Public Charges and/or Public Discipline	No

Public Documents

--	--

Practice Information

Primary Specialty	Psychiatry Not Specified Not Specified
-------------------	--

Physician License Information Only: Please note that a physician's specialty information is self-reported and is not verified by this board.

NPI

Location (Work Address - 1)

Address Type	Work
Business / Organization	
Bldg/House Number	2206
Street Prefix	
Street Name	LISA
Street Type	Avenue
Street Direction	
Unit Type	
Unit Number	
City	Muscle Shoals
State	Alabama
Zip Code	35661-2673
Country	
Phone	

Education History

Medical or Acupuncture School	Faculty Of Medicine University Of Damascus
Graduation Date	1993
Degree Received	MD

Back



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
DIVISION OF HEALTH LICENSURE AND REGULATION
DIVISION OF HEALTH RELATED BOARDS

665 Mainstream Dr.
Nashville, TN 37243

tn.gov/health

TENNESSEE BOARD OF MEDICAL EXAMINERS
1-800-778-4123 or (615) 532-4384

September 7, 2020

TO WHOM IT MAY CONCERN:

This verification can be considered primary source. To expedite the verification process, this is the standard format used by the Board of Medical Examiners. The Board of Medical Examiners is pleased to furnish the following information from our files:

PROFESSION : Medical Doctor
RANK : Medical Doctor
NAME : ALREFAI, AMMAR
LICENSE NUMBER: 35771
ISSUE DATE : 10/22/2001
EXPIRATION DATE : 10/31/2002
STATUS : Expired
STATUS DATE : 12/10/2002
SPECIAL ENDORSEMENTS : Psychiatry

COMMENTS : There is no history of disciplinary action on this license. The State of Tennessee only provides the above information. Any other information needed must be obtained from the licensee.

Sincerely,

Tennessee Board of Medical Examiners

Practitioner Profile Data

This information is provided by the licensee as required by law.

Print Date.9/7/2020

While searching for information on a particular health care professional, consumers should be aware that there are several locations available to aid them with their research. ([Licensure Verification](#), [Abuse Registry](#), [Monthly Disciplinary Actions](#), and [Recently Suspended Licenses For Failure to Pay Child Support](#)) Links to various Internet sites are available from the Department of Health Website [home page](#) and from the [Health Related Boards Website](#).

ALREFAI, AMMAR

LANGUAGES: (Other than English)

None Reported

SUPERVISING PHYSICIAN:

None Reported

GRADUATE/POSTGRADUATE MEDICAL/PROFESSIONAL EDUCATION AND TRAINING

PROGRAM/ INSTITUTION	CITY STATE/ COUNTRY	DATE OF GRADUATION	TYPE OF DEGREE
UNIV OF DAMASCUS MED SCHL	DAMASCUS SYRIA	12/01/1993	MD

OTHER EDUCATION AND TRAINING

PROGRAM/ INSTITUTION	CITY STATE/ COUNTRY	FROM	TO
UNIV OF TN/PSYCHIATRY RESIDENCY	MEMPHIS TN	07/01/1994	07/01/1998

SPECIALTY BOARD CERTIFICATIONS

**CERTIFYING BODY/
BOARD/
INSTITUTION**

**CERTIFICATION/
SPECIALTY/
SUBSPECIALTY**

AM BD OF PSYCHIATRY & NEUROLOGY

PSYCHIATRY

FACULTY APPOINTMENTS

TITLE

INSTITUTION

CITY/STATE

None Reported

None Reported

None Reported

STAFF PRIVILEGES

This practitioner currently holds staff privileges at the following hospitals

HOSPITAL

CITY/STATE

ELIZA COFFEE MEMORIAL HOSPITAL

FLORENCE AL

HELEN KELLER MEMORIAL HOSPITAL

SHEFFIELD AL

This practitioner currently participates in the following *TennCare* plans

None Reported

FINAL DISCIPLINARY ACTION

ACTIONS BY STATE REGULATORY BOARD

AGENCY

VIOLATION

ACTION

None Reported

None Reported

None Reported

RESIGNATIONS IN LIEU OF TERMINATION

HOSPITAL

ACTION

None Reported

None Reported

ACTIONS BY HOSPITAL

HOSPITAL**VIOLATION****ACTION**

None Reported

None Reported

None Reported

CRIMINAL OFFENSES

OFFENSE**JURISDICTION**

None Reported

None Reported

LIABILITY CLAIMS

Some studies have shown that there is no significant correlation between malpractice history and a doctor's competence. At the same time, the Legislature believes that consumers should have access to malpractice information. In these profiles, the Department has given you information about both the malpractice history of the physician's specialty and the physician's history of payments. The Legislature has placed payment amounts into three statistical categories: below average, average, and above average. To make the best health care decisions, you should view this information in perspective. You could miss an opportunity for high quality care by selecting a doctor based solely on malpractice history.

When considering malpractice data, please keep in mind:

- Malpractice histories tend to vary by specialty. Some specialties are more likely than others to be the subject of litigation. This report compares doctors only to the members of their specialty, not to all doctors, in order to make individual doctor's history more meaningful.
- The incident causing the malpractice claim may have happened years before a payment is finally made. Sometimes, it takes a long time for a malpractice lawsuit to move through the legal system.
- Some doctors work primarily with high risk patients. These doctors may have malpractice histories that are higher than average because they specialize in cases or patients who are at very high risk for problems.
- Settlement of a claim may occur for a variety of reasons which do not necessarily reflect negatively on the professional competence or conduct of the provider. A payment in settlement of a medical malpractice action or claim should not be construed as creating a presumption that medical malpractice has occurred.

You may wish to discuss information provided in this report, and malpractice generally, with your doctor. The Department can refer you to other articles on this subject.

The Health Department started getting reports for claims paid after May, 1998.

Settlements valued below \$75,000
are not included here.

DATE**Settlement amount was:**

None Reported

None Reported

OPTIONAL INFORMATION

COMMUNITY SERVICE / AWARD / HONOR

DESCRIPTION

ORGANIZATION

None Reported

None Reported

PUBLICATIONS

TITLE

PUBLICATION

DATE

None Reported

None Reported

None Reported

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Exhibit H



ABPN verifyCERT™

• Certification and Status Verification System

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[Close this window](#)

Name : **Alrefai , Ammar M.D.**

City : **Madison**

State : **AL**

Specialty or Subspecialty	Certification History	Status as of 9/8/2020
Psychiatry Certificate No. 47204	Certified on 10/01/1999 certificate valid through 12/31/2009 Recertified on 02/15/2010 certificate valid through 12/31/2020	Certification Status: Certified MOC Status: Meeting MOC Requirements Clinical Status: Unknown

Exhibit I



Alabama Secretary of State



Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Entity Type	Domestic Professional Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	5-24-2006
Registered Agent Name	ALREFAI, AMMAR
Registered Office Street Address	105 SOUTHERN POINTE DR MADISON, AL 35758
Registered Office Mailing Address	Not Provided
Nature of Business	MEDICAL PRACTICE
Capital Authorized	\$5,000
Capital Paid In	\$100
Incorporators	
Incorporator Name	ALREFAI, AMMAR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2006 2007 2014 2015 2016 2017 2018 2019 2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	5-24-2006 Certificate of Formation 6 pgs.

[Browse Results](#)

[New Search](#)



Alabama Secretary of State



Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	0-0-0
Date Processed by Revenue	10-4-2007
Reporting Address	VALLEY BEHAVIORAL SERVICES P C 7501 MEMORIAL PKWY SW STE 103 HUNTSVILLE, AL 35802-2201
Agent as Reported	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758-3030
President	
Secretary	
General Business	MEDICAL PRACTICE MADISON, AL

[Detail Page](#)[New Search](#)[Browse Results](#)



Alabama Secretary of State



Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	0-0-0
Date Processed by Revenue	10-4-2007
Reporting Address	VALLEY BEHAVIORAL SERVICES P C 7501 MEMORIAL PKWY SW STE 103 HUNTSVILLE, AL 35802-2201
Agent as Reported	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758-3030
President	
Secretary	
General Business	MEDICAL PRACTICE MADISON, AL

[Detail Page](#)[New Search](#)[Browse Results](#)



Alabama Secretary of State



Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	3-18-2014
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE D 102 ESSEX CT MADISON, AL 35758-3161
Agent as Reported	
President	AMMAR ALREFAI 102 ESSEX COURT STE D MADISON, AL 35758
Secretary	
General Business	MEDICAL SERVICES 102 ESSEX COURT MADISON, AL 35758

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[New Search](#)

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Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	3-17-2016
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	AMMAR ALREFAI 102 ESSEX COURT STE D MADISON, AL 35758
Secretary	
General Business	MEDICAL SERVICES 102 ESSEX COURT MADISON, AL 35758

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Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	4-4-2017
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	AMMAR ALREFAI 102 ESSEX COURT STE D MADISON, AL 35758
Secretary	
General Business	MEDICAL SERVICES 102 ESSEX COURT MADISON, AL 35758

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Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	6-8-2017
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	AMMAR ALREFAI 102 ESSEX COURT STE D MADISON, AL 35758
Secretary	
General Business	MEDICAL SERVICES 708 WILL HALSEY WAY MADISON, AL 35758-2566

[Detail Page](#)[New Search](#)[Browse Results](#)



Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	3-5-2018
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	AMMAR ALREFAI 102 ESSEX COURT STE D MADISON, AL 35758
Secretary	
General Business	MEDICAL SERVICES 708 WILL HALSEY WAY MADISON, AL 35758-2566

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Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	6-6-2019
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758
Secretary	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758
General Business	MEDICAL SERVICES 708 WILL HALSEY WAY MADISON, AL 35758-2566

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Valley Behavioral Services, P.C.	
Entity ID Number	247 - 441
Telephone Number	256-650-0711
Date Processed by Revenue	3-17-2020
Reporting Address	VALLEY BEHAVIORAL SERVICES INC STE C 708 WILL HALSEY WAY MADISON, AL 35758-3161
Agent as Reported	
President	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758
Secretary	ALREFAI, AMMAR 105 SOUTHERN POINTE DR MADISON, AL 35758
General Business	MEDICAL SERVICES 708 WILL HALSEY WAY MADISON, AL 35758-2566

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Exhibit J

Doctor recommends moving accused Discovery shooter to psychiatric hospital

Updated Jan 14, 2019; Posted Aug 09, 2010

By [Brian Lawson](#)



Memon

Madison County jail

Hammad

HUNTSVILLE, AL -- Lawyers for the teen accused of killing a classmate at Discovery Middle School have asked a judge to move him from the Madison County Jail to a state mental hospital.

The motion filed last week by attorneys for Hammad Memon, cites a letter from Dr. Ammar Alrefai, who provides the jail's psychiatric services.

The psychiatrist recommends Memon be immediately transferred to a mental hospital setting, attorney Bruce Gardner said. Gardner said he could not release the evaluation, but said it found the teen was suffering from worsening depression with psychotic features, such as hallucinations.

Memon turned 15 in July. He was 14 on Feb. 5, when he was charged with shooting 14-year-old Todd Brown during a class change at Discovery Middle School in Madison.

He has been in solitary confinement and on suicide watch since District Judge Lynn Sherrod ruled July 2 he should be certified as an adult for prosecution.

Gardner said he expects Sherrod to set a hearing date or issue an order on Memon's status this week.

Assistant District Attorney Tim Gann said the prosecution does not oppose Memon being moved to a hospital like Taylor-Hardin in Tuscaloosa for a mental evaluation. He said the state is not

conceding the shooting of Todd Brown was due any mental defect on Memon's part.

Gardner is also appealing Sherrod's decision to certify Memon as an adult.

He said if Memon is transferred to a hospital, that will delay the case until doctors decide Memon has been restored to a state where he can assist in his own defense.

Memon is eligible for a \$75,000 bond, but his family is concerned he is a suicide risk and they have not been able to find a private psychiatric facility who will take someone facing serious criminal charges.

Gann has estimated the case will likely take two years to go to trial. He said if doctors determine Memon needs a long course of treatment, that could change the expected schedule.

Note to readers: if you purchase something through one of our affiliate links we may earn a commission.

Exhibit K

IMPORTANT INFORMATION REGARDING COVID-19



Sofia Aeschlimann, M.D.

Psychiatry

1015 Airport Road, Suite 204
Huntsville, AL
35802

Phone: **(256) 883-7031**

Fax: **(256) 883-7032**

[View Map](#)



Ammar Alrefai, M.D.

Psychiatry

Valley Behavioral Services
708 Will Halsey Way
Madison, AL
35758

Phone: **(256) 325-1349**

Fax: **(256) 325-1354**

[View Map](#)

Exhibit L



Alabama Medical Licensure Commission

848 Washington Avenue
Montgomery, AL 36104

License Details - MD/DO/L

Personal Information

Licensee name: Nancy Tarbox White
Location: Huntsville, Alabama

License Information

License type: MD
License status: Active
COQ status: Issued
License number: MD.15930
License description: Full Unrestricted MD
Issue date: 06/28/1991
Expiration date: 12/31/2020
Practice Type: Family Medicine
School Name: University of South Alabama College of
Medicine
School Dates: 8/86-6/90
School Location: Mobile
Public file: No

Alabama Controlled Substances Certificate

Status: Active
License number: ACSC.15930
Issue date: 01/01/2019

Expiration date: 12/31/2020
 Schedules: 2, 2N, 3, 3N, 4, 5
 Description: Full Unrestricted ACSC
 Restricted: None
 Comments:
 Dispensing physician: No

Collaborative Practice Agreement

<u>Name</u>	<u>Number</u>	<u>Hours</u>	<u>Status</u>
Julia Tye Vassar Hutt	CP.13114	0	Terminated
Alicia Ellen Beck	CP.13555	0	Terminated
Leslie Denise Diodato	CP.13584	0	Terminated
Stephanie Barnett	CP.17967	0	Terminated
Carol Bobo Lascola	CP.11712	0	Terminated
Carie Tucker	CP.16458	0	Terminated
Julia Tye Vassar Hutt	CP.8251	0	Terminated
Kindra Michelle Edwards	CP.18925	0	Terminated
Deborah M. Hoenig	CP.14336	0	Terminated
Wendy Lynn Prince		12	CP - Fee Received
Laura Elizabeth Oliver	CP.15674	0	Terminated
Monica Phillips	CP.18072	0	Terminated
Leslie Denise Diodato	CP.21694	40	Active
Carol Bobo Lascola	CP.4786	0	Terminated
Erin Percy	CP.16777	0	Terminated

Registration Agreement Information

No Registration Agreements found.

* Please note that the Alabama Board of Medical Examiners and the Alabama Medical Licensure Commission have no authority over Nurse Practitioners or Midwives. For more information on these licenses, please visit the Alabama Board of Nursing, www.abn.alabama.gov



Alabama State Board of Medical Examiners

848 Washington Avenue
Montgomery, AL 36104

License Details - ACSC

License status:	Active
Expiration date:	12/31/2020
physician's name:	Nancy Tarbox White
physician's license:	MD.15930
License number:	ACSC.15930
Issue date:	01/01/2019
Schedules:	II, III, IIIN, IIN, IV, V
Description:	Full Unrestricted ACSC
Restricted	None
Comments:	
Dispensing physician:	No

Covering Physicians

No Covering Physicians Agreements found.

Printed from <http://www.albme.org> Present Date 09/01/2020
(<http://www.albme.org/>)

* Please note that the Alabama Board of Medical Examiners and the Alabama Medical Licensure Commission have no authority over Nurse Practitioners or Midwives. For more information on these licenses, please visit the Alabama Board of Nursing, www.abn.alabama.gov

Exhibit M

Nancy White

 Urgent Medicare

Physician at Urgent Medicare

Huntsville, Alabama

151 connections [Contact info](#)

Activity

[See all](#)

152 followers



Congrats,Jeff! I am medical director at a new facility about to open-Sereno Ridge...

Nancy commented



Licensed Clinical Director - FT

OPPORTUNITY!

Nancy shared this

2 Reactions

Experience



Physician

Urgent Medicare

Jul 2017 – Present3 yrs 2 mos



Bradford Health Services

10 yrs

Medical Director

2005 – 201510 yrs

Huntsville, Alabama Area

Medical Director

2005 – 2015 10 yrs
Huntsville, Alabama Area

Skills & Endorsements

Medicine

Mental Health

Rehab for Ritalin: Life-threatening addictions

By **Kimberly Essex** | August 31, 2012 at 12:32 AM CDT - Updated June 28 at 5:27 AM



Many ADD and ADHD prescriptions are being passed out, sold and abused - leading to life-threatening addictions.

HUNTSVILLE, AL (WAFF) - When you think of drug rehab, you probably think cocaine, heroin, oxycotin, but some different drugs are sending an exploding number of kids into treatment these days - prescriptions for ADD and ADHD.

We found many of those prescriptions are being passed out, sold and abused, and it's leading to life-threatening addictions.

Annie Gendaszek was introduced to ADHD medications when she was just 13 years old by

a friend with a prescription.

"I really liked the side effect and how it made me feel, so I sought out my own prescriptions from doctors," said Gendaszek.

By the time she was in college, she was abusing the drug daily and knew she needed help.

"Significant weight loss, irritable moods, I started lying, being dishonest, stealing," she said.

Dr. Nancy White is an addiction specialist with Bradford Health Services in Huntsville. The facility treats both adolescent and adult patients.

"We do get a lot of patients that were never prescribed the medication and they get them from their friends or buy them off the street. Happens a lot in schools," said White.

Experts blame the fact that the drugs are easy to obtain and socially acceptable. White said parents need to have candid conversations with their kids about the misuse of prescription medications.

"This is prescribed by a doctor for this particular problem and that is what it is to treat. It's not to be used in any other way and not given to any of your friends.' I think that is a very important thing to tell kids when they get these prescriptions," she said.

"As long as prescription medications have been around, there has been a teenager around willing to abuse it," said Dewayne McCarver.

McCarver is the commander of the Madison-Morgan County Strategic Counter Drug Team or STAC. He said typically, the values that exist in families around the use of illicit drugs don't seem to come into play when you talk about prescription medications.

"If you ask the average person on the street if they have ever done crack cocaine, most people would say, 'Lord, no. I have never and would never do cocaine.' But if you ask them if they've ever had to take prescription pain medication, most everyone has had to at some point in their life so they don't view it the same way. However, it is. If you abuse prescription medication, especially pain medication, it is just as deadly as cocaine - if not more so," said McCarver.

Through rehab, Gendaszek got help for her addiction and she's about to celebrate four years of sobriety.

"It's a really sad and lonely place to be. But there is hope and there is a solution," she said.

Experts point out that in addition to being harmful to your health and addictive, selling your prescription or even just giving it away to your friends is actually a felony that could result in some serious penalties, including fines and jail time of convicted.

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Exhibit N

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ABAM Diplomate Verification

Nancy T. White, M.D. was certified in addiction medicine, through examination, by the American Board of Addiction Medicine, Inc.

Board certification is the highest level of practice recognition given to physicians in Addiction Medicine. It indicates that an Addiction Medicine physician has met the clinical and educational criteria to be eligible to sit for a rigorous six hour written examination, and has successfully passed the examination. Certification by ABAM is renewed annually through successful completion of Transitional Maintenance of Certification. The physician must continue to participate in CME courses and Self-Assessment activities, and must periodically retake an examination to document that his or her knowledge and skills are up-to-date.

The information provided below details **Nancy T. White, M.D.'s** certification history with the American Board of Addiction Medicine (ABAM).

Name: **Nancy T. White, M.D.**

Location: **Huntsville, AL**

Certification Number: **002479**

Current Certification Status: **Certified, Participating in Maintenance of Certification**

Initial Date of Certification: **05/02/2009**

Verifying Agencies, please note: This site provides confirmation of physician certification as a diplomate of the American Board of Addiction Medicine only. If you are seeking primary source verification of education, training, licensure, or practice actions of any type, these should be requested directly through the usual channels. All certifications with a start date prior to 1998 are Not Time-Limited. In general, certifications are valid for 10 years. For further assistance verifying a doctor's certification status, please email support@abam.net.



American Board of Family Medicine, Inc.

Quality Healthcare, Public Trust . . . Setting the Standards in Family Medicine

September 9, 2020

To Whom It May Concern:

This letter verifies Nancy Tarbox White, M.D. (NPI: 1003967332) is currently certified with the American Board of Family Medicine (ABFM).

Family Medicine Certification History:

Jul 09, 1993 - Jul 13, 2000
Jul 14, 2000 - Dec 06, 2007
Dec 07, 2007 - Apr 18, 2017
Apr 19, 2017 -

* Certification Number: 1051119778

* Certification is continuous as long as Family Medicine Certification Requirements are maintained.

Family Medicine Certification Requirements:

Current Status:  Meeting Requirements

Current Clinical Status: **Clinically Active**

Clinical Status History:

Jun 28, 2018 - **Clinically Active**

Initial display of clinical status began June 2018 and history is only shown for certified periods.

Beginning in 2011 certification by the American Board of Family Medicine is maintained through successful completion of the Family Medicine Certification process. The Family Medicine Certification process is a continuous process that requires being in compliance with Guidelines for Professionalism Licensure and Personal Conduct including maintaining a currently valid, full, and unrestricted license to practice medicine in the United States or Canada, completing certification activities in a timely fashion, and performing successfully on the examination every ten years. Failure to maintain any of these requirements will result in the loss of certification status with the ABFM. Based upon the continuous nature of Family Medicine Certification, no end date for certification is presented above.

Certification in Family Medicine was for a period of seven years. From 1970 through 2002, certification was renewed by completion of requirements for Recertification. Each physician (Diplomate) fulfilled these requirements by maintaining a medical license to practice medicine in the United States or Canada, earning 300 hours of continuing medical education (CME), completing a computerized office record review, and performing successfully on the recertification examination.

In 2003 family physicians who performed successfully on the Certification and Recertification examinations began a gradual transition from Recertification to MC-FP. MC-FP was designed to transition all Diplomates into the program by 2010, enrolling all physicians who certified or recertified as they successfully passed the examination.



American Board of Family Medicine, Inc.

Quality Healthcare, Public Trust . . . Setting the Standards in Family Medicine

The ABFM website serves as primary source verification. Details of the Family Medicine Certification process are available online at www.theabfm.org

Sincerely,

Mary McIntosh

Mary McIntosh
Verification Coordinator and Candidate Assistant

Verification

The certification history below verifies **Nancy Tarbox White, M.D.** is currently certified with the American Board of Family Medicine (ABFM).

Certification by the American Board of Family Medicine is maintained through successful completion of the Family Medicine Certification process. The Family Medicine Certification process is a continuous process that requires being in compliance with Guidelines for Professionalism Licensure and Personal Conduct including maintaining a valid state medical license at all times, completing certification activities in a timely fashion, and performing successfully on the Family Medicine Certification examination every ten years. Failure to meet any of these requirements will result in the loss of certification status with the ABFM.

The ABFM website serves as primary source verification.

Certification	Certification Status	Certification History	Current Certification Requirement Status
Family Medicine (1051119778) *	Certified	Jul 09, 1993 - Jul 13, 2000 Jul 14, 2000 - Dec 06, 2007 Dec 07, 2007 - Apr 18, 2017 Apr 19, 2017 - 	✳ Meeting Requirements

* Note: The ABFM began assigning certification numbers in 2011 for the Family Medicine Certification. Those physicians last certified/recertified prior to 2011 will not have a certification number.

 Comment(s) are available.

As an ABFM Diplomate, certification status only changes at the beginning of a calendar year, unless withdrawn for specific reasons such as non-compliance with the ABFM Guidelines for Professionalism, Licensure, and Personal Conduct. Conducting ANNUAL primary source verification on or after February 15 of each year will ensure you have accurate certification status for ABFM Diplomates.

Current Certification Requirement Status is based on participation in the Family Medicine Certification process. Please see the descriptions below for each status:

- ✳ *Meeting Requirements*—Physician has met all current requirements.
- Not Certified*—Physician is currently not certified therefore does not have a Certification Requirement Status.

Family Medicine Clinical Status	
Current Status	CLINICALLY ACTIVE
Status History	Jun 28, 2018 - Clinically Active

The ABFM recommends the use of the online verification letter for verifying the physician's status with the ABFM, however identical information can be provided in a written verification of a physician's status from the ABFM at no charge.

[View/Print Verification Letter Online](#)

[Request hard copy from the ABFM \(\\$25 fee\)](#)

About the Verification System

This Verification system contains data from the American Board of Family Medicine's database and is under the direct and complete control of the staff of ABFM at its offices in Lexington, Kentucky, with protections in place from alteration by unauthorized individuals.

While written Verification of Diplomate status may be obtained from ABFM for a fee of \$25.00 per physician, ABFM recommends the use of its online system as it contains identical information.

ABFM grants permission to copy the information provided on this online Verification system for the purpose of maintaining a record of physician credentials or for activities related to the evaluation of physician qualifications.

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Verification of Certifications

Name: Nancy Tarbox White, MD

Certification Number: 61-18069

Specialty: Addiction Medicine

Type: Initial

Certification Date: 1/1/2019

Expiration Date: 12/31/2028

Report produced electronically from the ABPM Diplomate Database on September 9, 2020

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Membership Directory Details

Full Name	Dr. Nancy T. White, MD, FASAM
Credentials/Designations	MD, FASAM
Business Address	4525 Colewood Cir SE Huntsville, AL 35802-1887 US
Business Phone #	(256) 658-0666
American Board of Psychiatry & Neurology certified?	False
American Board of Preventive Medicine certified?	False
American Board of Addiction Medicine certified?	True
Company Name	Nancy T. White, MD, PC
Type Name	Fellow Membership
Join Date	10/19/2005 12:00:00 AM

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- [Publications](#)
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- [The ASAM Criteria](#)
- [Patient Resources](#)
- [Other Resources](#)

CME EVENTS

Exhibit O

Lucy Douglas, LPC-S,
NCC, MAC, NCACII
Clinical Director at Sereno Ridge
Recovery
Other 220 connections [Contact info](#)

Sereno Ridge
Recovery
Alabama
Agricultural and...



Activity

221 followers

[See all](#)



Sharing my thoughts on love, and why
unfollows and comments like, "Shut up..."

Lucy shared this

1 Reaction



A reminder that you are enough, even
when you aren't busy

Lucy shared this



I created this Hope Wheel to inspire
change in the way we create experience...

Lucy shared this

5 Reactions



Social Distancing Tips for Parents.

Lucy shared this

2 Reactions

Experience

Clinical Director

Sereno Ridge Recovery Full-time

Aug 2020 – Present 2 mos

Psychiatric Screener

Huntsville Hospital

Jul 2009 – Present 11 yrs 3 mos

Conducts assessments of patients with psychiatric and substance abuse problems in the Emergency Department (ER) for Huntsville Hospital Behavioral Health Department; Identify the need for treatment and facilitates inpatient admission by planning and intervention for the patients seen in ER. Consult with psychiatrist to determine the level of care for admission or commitment to the Behavioral Health Unit; Consult with psychiatrist and ED physician to develop discharge plan, referral and follow up with community resources ; Complete documentation of all planning and intervention.

[see less](#)

Adult Substance Abuse Director

WellStone Inc.

Jul 2008 – Aug 2020 12 yrs 2 mos

New Horizon Recovery Center

Supervise daily activity and function of the department;
Perform crisis intervention and resolution as necessary;
Perform assessments and treatment plans on new clients, returning clients or clients in crisis; Complete accurate and timely documentation into electronic medical record;
Collaborate with internal and external agencies regarding clients; Present to the psychiatrist a client's status or medical

needs as necessary; Schedule client to the appropriate provider based on level of care; Provide clinical consultation as requested;

[see less](#)

Education



Alabama Agricultural and Mechanical University

Masters of Science Counseling Psychology
2005 – 2008

Oakwood College

Bachelor of Science (B.S.) Psychology
2003 – 2005

Licenses & Certifications

ADVANCE ALCOHOL DRUG COUNSELOR (AADC)

THE ALABAMA ALCOHOL & DRUG ABUSE ASSOCIATION
Credential ID 044



INTERNATIONALLY CERTIFIED ADVANCED ALCOHOL & DRUG COUNSELOR (ICAADC)

INTERNATIONAL CERTIFICATION & RECIPROCITY CONSORTIUM

LICENSED PROFESSIONAL COUNSELOR (LPC)

ALABAMA BOARD OF EXAMINERS
Credential ID 3179

Skills & Endorsements

Behavioral Health²²

 Endorsed by 2 of Lucy's colleagues at Huntsville Hospital

Crisis Intervention²⁰

 Endorsed by Rashmi Chauhan M.S. AADC.
LPC. MAC., who is highly skilled at this

 Endorsed by 2 of Lucy's colleagues at
WellStone

Therapists⁸

Arrogance Winton, M.S., ALC and 7 connections have given endorsements for this skill

Industry Knowledge

Mental Health

Interpersonal Skills

Interventions⁷

Group Therapy⁴

Team Building²

Motivational Interviewing

Other Skills

Clinical Consultation

Exhibit P



ALABAMA BOARD OF EXAMINERS IN COUNSELING



License Verification

ALC Roster Search



LPC Roster Search



Name:

License Number:

Submit

License Number: 3179

Name: Lucy Gene Douglas

Address: 634 Summer Cove Circle, NW Madison, AL 35757

Work Phone: 2567056309

Expire Date: 7/31/2021

Please Note: This web site is intended to be used for individual verification only. If you need bulk license data/verification for the State of Alabama, please contact the Board office for information on requesting a Roster.

- AASCB

Alabama Board of Examiners in Counseling
950 22nd Street North
Suite 765
Birmingham, AL 35203

Exhibit Q

Provider Information for 1588282958

[Search \(/registry/\)](#) / [Back to Results](#) / [NPI View](#)

Please Note: Issuance of an NPI does not ensure or validate that the Health Care Provider is Licensed or Credentialed. For more information please refer to NPI: What You Need to Know (<https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/NPI-What-You-Need-To-Know.pdf>)

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC

Other Name: Doing Business As: SERENO RIDGE RECOVERY

Organization Subpart: NO



NPI: 1588282958



Last Updated: 2020-07-11

Certification Date: 2020-07-11

Details

Name	Value
NPI	1588282958
Enumeration Date	2020-07-11
NPI Type	2- Organization
Status	Active
Authorized Official Information	Name: DR. NANCY TARBOX WHITE MD Title: EXECUTIVE DIRECTOR Phone: 256-658-0666

Name	Value
Mailing Address	291 VALLEY CRUISE LN ARAB, AL 35016-9402 United States Phone: 256-658-0666 Fax: View Map (/registry/map-view?q=291 VALLEY CRUISE LN, ARAB, AL, 350169402, United States)

Primary Practice Address	291 VALLEY CRUISE LN ARAB, AL 35016-9402 United States Phone: 256-658-0666 Fax: View Map (/registry/map-view?q=291 VALLEY CRUISE LN, ARAB, AL, 350169402, United States)
--------------------------	--

Health Information Exchange	<table border="0"> <thead> <tr> <th style="text-align: left;">Endpoint Type</th> <th style="text-align: left;">Endpoint Description</th> <th style="text-align: left;">Content Use</th> <th style="text-align: left;">Content Type</th> <th style="text-align: left;">Affiliation</th> <th style="text-align: left;">Endpoint Location</th> </tr> </thead> </table>	Endpoint Type	Endpoint Description	Content Use	Content Type	Affiliation	Endpoint Location
Endpoint Type	Endpoint Description	Content Use	Content Type	Affiliation	Endpoint Location		

Other Identifiers	<table border="0"> <thead> <tr> <th style="text-align: left;">Issuer</th> <th style="text-align: left;">State</th> <th style="text-align: left;">Number</th> </tr> </thead> </table>	Issuer	State	Number
Issuer	State	Number		

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A federal government website managed by the
(<http://hhs.gov>) U.S. Centers for Medicare & Medicaid Services (<http://cms.hhs.gov>)
7500 Security Boulevard, Baltimore, MD 21244

Exhibit R

Alabama Department of Mental Health
CERTIFICATION APPLICATION
FOR COMMUNITY PROGRAMS PROVIDING MENTAL HEALTH AND
DEVELOPMENTAL DISABILITIES AND/OR SUBSTANCE ABUSE SERVICES

Orientation Number: 2637

- New Provider
 Expanded Service/Existing Provider
 New Service/Existing Provider

Applying for Designated Mental Health Facility (DMHF): Yes No If yes, please check all that apply:
Non-Hospital Outpatient Commitment Non-Hospital Inpatient Commitment

OR

Currently certified as DMHF: Yes No

I. APPLICANT

TYPE OF OWNERSHIP:

Non-Profit _____ Profit Public _____

NAME OF AGENCY

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC d/b/a Sereno Ridge Recovery

STATUS OF OWNERSHIP:

Corporation Partnership _____

STREET ADDRESS/PO BOX

291 Valley Cruise Ln

CITY STATE ZIP CODE

Arab, AL 35016

TELEPHONE & FAX

(818) 650-9968, Fax TBD

NAME OF EXECUTIVE DIRECTOR

Nancy White, MD

Board President's Mailing Address and/or Email Address
and Names/Titles of Officers:

Board Chair, CEO: Ammar Alrefai, MD, FASAM,
aalrefai@serenoridge.com; President: Nancy White,
MD, FASAM, nwhite@serenoridge.com; Chief
Financial Officer: Andrew White, CPA, CMA,
awhite@serenoridge.com.

II. SUBAPPLICANT (If Applicable)

TYPE OF OWNERSHIP:

Non-Profit _____ Profit _____ Public _____

NAME

STATUS OF OWNERSHIP:

Individual _____ Corporation _____ Partnership _____

STREET ADDRESS/PO BOX

Names/Titles of Officers:

CITY COUNTY

ZIP CODE

TELEPHONE & FAX

(818) 650-9968, Fax TBD

NAME OF EXECUTIVE DIRECTOR:

III. FACILITY

Specify Name of Facility to be on the Certificate

Sereno Ridge Recovery

STREET ADDRESS

291 Valley Cruise Ln

CITY COUNTY

Arab Morgan

ZIP CODE

35016

TELEPHONE & FAX

(818) 650-9968, Fax TBD

CONTACT PERSON

Nancy White, MD

Executive Director Email:

nwhite@serenoridge.com

Classification of Facility: MH ___ DD ___ SA X

Type of Facility/Service: _____

Level 3 7-D Medically Monitored Residential Detoxification Program

(e.g. Residential, Day, Outpatient, etc.)

Number of Beds: Certified: 16 Total Beds: 16

OR: _____

Total Occupancy Requested: 16

Application for: New Site X Replacement Site _____

(Replacement Site of What?) _____

Bed/Occupancy Increase From # ___ to # ___

Projected Occupancy Date: 08/07/2020

New Executive Director _____

Program Director _____

Clinical Director

Will home be occupied by persons who require ADA accommodations? Yes ___ No X

If yes, what type? _____

IV. I hereby certify that all statements made in this application are true and correct to the best of my knowledge. Also, I agree to operate said facility in accordance with the Rules and regulations promulgated by the law(s) governing the operation and maintenance of the type of facility for which this application is made.

Authorized Signature:



Agency: _____

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC db/a Sereno Ridge Recovery

Address: _____

291 Valley Cruise Ln, Arab, AL 35016

Disclaimer:

Programmatic certification and/or life safety (physical facility) certification does not imply that the Department of Mental Health will contract with your program.

FOR DMH USE ONLY

V. APPROVAL OF APPLICATION: (Division)

Authorized Signature: _____

Title: _____

Date: _____

V.

MAIL APPLICATION TO:

**DMH Office of Certification Administration
100 N. Union Street, Suite 540
P.O. Box 301410
Montgomery, AL 36130-1410**

Submit

Alabama Department of Mental Health
CERTIFICATION APPLICATION
FOR COMMUNITY PROGRAMS PROVIDING MENTAL HEALTH
DEVELOPMENTAL DISABILITIES AND OR SUBSTANCE ABUSE SERVICES

Orientation Number: 2637

- New Provider
- Expanded Service Existing Provider
- New Service Existing Provider

Applying for Designated Mental Health Facility (DMHF): Yes No If yes, please check all that apply:
Non-Hospital Outpatient Commitment Non-Hospital Inpatient Commitment
OR
Currently certified as DMHF: Yes No

I. APPLICANT

TYPE OF OWNERSHIP:

Non-Profit _____ Profit Public _____

NAME OF AGENCY

STATUS OF OWNERSHIP:

Corporation Partnership _____

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC dba Sereno Ridge Recovery

STREET ADDRESS PO BOX

291 Valley Cruise Ln

CITY STATE ZIP CODE

Arab, AL 35016

TELEPHONE & FAX

(818) 650-9968, Fax TBD

NAME OF EXECUTIVE DIRECTOR

Nancy White, MD

Board President's Mailing Address and/or Email Address
and Names/Titles of Officers:

Board Chair, CEO: Ammar Alrefai, MD, FASAM,
aalrefai@serenoridge.com; President: Nancy White,
MD, FASAM, nwhite@serenoridge.com; Chief
Financial Officer: Andrew White, CPA, CMA,
awhite@serenoridge.com.

II. SUBAPPLICANT (If Applicable)

TYPE OF OWNERSHIP:

Non-Profit _____ Profit _____ Public _____

NAME

STATUS OF OWNERSHIP:

Individual _____ Corporation _____ Partnership _____

STREET ADDRESS PO BOX

Names/Titles of Officers:

CITY COUNTY

ZIP CODE

TELEPHONE & FAX

(818) 650-9968, Fax TBD

NAME OF EXECUTIVE DIRECTOR:

III. FACILITY

Specify Name of Facility to be on the Certificate

Sereno Ridge Recovery

STREET ADDRESS

291 Valley Cruise Ln

CITY COUNTY

Arab Morgan

ZIP CODE

35016

TELEPHONE & FAX

(818) 650-9968, Fax TBD

CONTACT PERSON

Nancy White, MD

Executive Director Email:

nwhite@serenoridge.com

Classification of Facility: MH ___ DD ___ SA X

Type of Facility/Service: _____

Level III - Clinically Managed High Intensity Residential Treatment Program For Adults

(e.g. Residential, Day, Outpatient, etc.)

Number of Beds: Certified: 16 Total Beds: 16

OR: _____

Total Occupancy Requested: 16

Application for: New Site X Replacement Site _____

(Replacement Site of What?) _____

Bed/Occupancy Increase From # ___ to # ___

Projected Occupancy Date: 08/07/2020

New Executive Director _____

Program Director _____

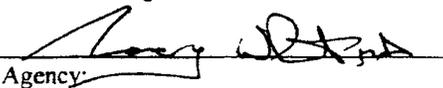
Clinical Director

Will home be occupied by persons who require ADA accommodations? Yes ___ No X

If yes, what type? _____

IV. I hereby certify that all statements made in this application are true and correct to the best of my knowledge. Also, I agree to operate said facility in accordance with the Rules and regulations promulgated by the law(s) governing the operation and maintenance of the type of facility for which this application is made.

Authorized Signature:



Agency: _____

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC d/b/e Sereno Ridge Recovery

Address: _____

291 Valley Cruise Ln, Arab, AL 35016

FOR DMH USE ONLY

V. APPROVAL OF APPLICATION: (Division)

Authorized Signature: _____

Title: _____

Date: _____

V. MAIL APPLICATION TO:

DMH Office of Certification Administration
100 N. Union Street, Suite 540
P.O. Box 301410
Montgomery, AL 36130-1410

Disclaimer:

Programmatic certification and/or life safety (physical facility) certification does not imply that the Department of Mental Health will contract with your program.

Submit

Exhibit S

10. Length of Service: The entity shall provide written documentation that the duration of treatment in each Level III.5 Adolescent Medium Intensity Residential Program shall vary as determined by:

- (i) The severity of the client's illness.
- (ii) The client's ability to comprehend the information provided and use that information to implement treatment strategies and attain treatment goals.
- (iii) The appearance of new problems that require another level of care; or
- (iv) The availability of services at an assessed level of need, when a Level III.5 Adolescent Residential Program has been utilized to provide interim services.

11. Service Availability: The entity shall provide written documentation describing the process utilized to establish hours of availability for screening assessment and intake services at its Level III.5 Medium Intensity Adolescent Residential Program. At a minimum, this process shall:

- (i) Include consideration of the needs of the target population, including work, school and parenting responsibilities.
- (ii) Include consideration of transportation accessibility.
- (iii) Not be based solely on standard eight (8) to five (5), Monday through Friday office hours.

Author: Substance Abuse Services Division

Statutory Authority: Code of Ala. 1975, §22-50-11.

History: New Rule: Filed January 26, 2012; effective March 1, 2012.

580-9-44-.25 Level III.5: Clinically Managed High Intensity Residential Treatment Program For Adults.

(1) Rule Compliance. In addition to compliance with the rules as specified in this chapter, each Level III.5 Clinically Managed High Intensity Residential Treatment Program

shall comply with the rules as specified in the following chapters.

(a) Program Description. The entity shall develop, maintain and implement a written program description that defines the Level III.5 Clinically Managed High Intensity Residential Treatment Program it provides, as according to Rule 580-9-44-.13 and the following specifications:

1. Location. The entity shall specifically identify and describe the setting in which the Level III.5 Program shall be provided. Services shall be provided in any facility that meets all applicable federal, state and local certification, licensure, building, life-safety, fire, health and zoning regulations, including the DMH facility certification standards.

2. Admission Criteria: The entity shall develop, maintain and document implementation of written criteria for admission to its Level III.5 Program, in compliance with the requirements of Rule 580-9-44-.13(9) and the following specifications:

(i) The entity's admission criteria shall specify the target population for its Level III.5 Services, which shall include, at a minimum, individuals who have been assessed to have multiple, significant social and psychological functional deficits that cannot be adequately addressed on an outpatient basis.

(ii) The entity shall provide written documentation in individual case records that each client admitted to a Level III.5 Program meets:

(I) The diagnostic criteria for a substance dependence disorder as defined in the most recent edition of the Diagnostic and Statistical Manual for Mental Disorders.

(II) The dimensional criteria for admission to this level of care as defined in the most recent edition of the ASAM PPC-2R.

(iii) Co-occurring Disorders Program Specific Criteria. The entity shall provide written documentation in individual case records that each individual admitted to a Level III.5 Co-occurring Enhanced Treatment Program meets:

(I) The diagnostic criteria for a substance dependence and mental illness disorder as defined in the most recent edition of the Diagnostic and Statistical Manual for Mental Disorders.

(II) The dimensional criteria for admission to this level of care as defined in the most recent edition of the ASAM PPC-2R.

(iv) Women and Dependent Children Program Specific Criteria: The entity shall provide written documentation in individual case records that each client admitted to a Level III.5 Program for Women and Dependent Children:

(I) Meets the diagnostic criteria for a substance dependence disorder as defined in the most recent edition Diagnostic and Statistical Manual for Mental Disorders.

(II) The dimensional criteria for admission to this level of care as defined in the most recent edition of the ASAM PPC-2R.

(III) Is pregnant; or

(IV) Has care and custody of dependent children; or

(V) Has lost custody of dependent children and has the potential for family reunification.

3. Core Services: Each Level III.5 High Intensity Residential Program shall demonstrate the capacity to provide a basic level of treatment services appropriate to the needs of its clientele.

(i) At a minimum, the entity shall demonstrate and document its capacity to provide a twenty-four (24) hour structured residential treatment environment with the following core services:

(I) Placement assessment.

(II) Individual counseling.

(III) Group counseling.

(IV) Family counseling.

- (V) Psychoeducation.
- (VI) Peer support.
- (VII) Medical and somatic services.
- (VIII) Daily living skills.
- (IX) Medication management.
- (X) Alcohol and/or drug screening/testing.
- (XI) Transportation.
- (XII) Case Management:
 - I. Case planning.
 - II. Linkage.
 - III. Advocacy.
 - IV. Monitoring.

(ii) Medical Services. Medical Services shall be provided as specified by the entity's medical protocols established as required by Rule 580-9-44-.13(24).

(I) Clients who have not had a physical examination within the last twelve (12) months shall be provided a physical examination within two (2) weeks of admission.

(II) Pregnant clients who are not receiving routine prenatal care, shall be seen by physician within two (2) weeks of admission.

(iii) Mental Health Services. The entity shall develop, maintain and document implementation of written policies and procedures to ensure that each client's mental health needs are identified through the assessment service process and access to appropriate care for these needs is provided concurrently with treatment for assessed substance related disorders.

(iv) Family Support. The entity shall initiate and document in the client record continuous efforts to involve the client's family and other natural supports in the treatment process.

(v) Co-occurring Disorders Program Specific Criteria: Each Level III.5 Co-occurring Disorders Low Intensity Residential Treatment Program shall document the capacity to provide each of the core services and the following services:

- (I) Mental health consultation.
- (II) Crisis intervention services.
- (III) Activity therapy.
- (IV) Intensive case management.

(vi) Women and Dependent Children Program Specific Criteria: Each Level III.5 Women and Dependent Children Medium Intensity Residential Treatment Program shall document the capacity to provide each of the core services and the following services:

- (I) Child sitting services.
- (II) Developmental delay and prevention services.
- (III) Activity therapy.
- (IV) Parenting skills development.
- (V) Academic and vocational services.
- (VI) Financial resource development and planning.
- (VII) Family planning services.

4. Therapeutic Component Implementation. The entity shall document implementation of regularly scheduled treatment sessions that are provided in an amount, frequency and intensity appropriate to each client's assessed needs and expressed desires for care.

(i) Service strategies for each Level III.5 Residential Program shall include, at a minimum:

(I) On duty awake staff shall provide supervision of client's health, welfare and safety twenty-four (24) hours a day.

(II) Client shall have access to clinical services personnel twenty-four (24) hours a day, seven (7) days a week.

(III) Daily clinical services to improve the client's ability to structure and reorganize the tasks of daily living and recovery.

(IV) The provision of daily scheduled treatment and recovery support services and activities that shall, at a minimum, include those that address:

I. Implementation of individualized service plan strategies.

II. Relapse prevention.

III. Interpersonal choice/decision making skill development.

IV. Development of a social network supportive of recovery.

V. Daily living and recovery skills development.

VI. Random drug screening.

VII. Health education.

VIII. Medication administration and monitoring.

(ii) The entity shall actively promote and provide referrals and/or access to community support services.

(iii) All services shall be organized and provided according to evidence-based and best practice standards and guidelines.

(iv) Co-occurring Disorders Program Specific Criteria: Each Level III.5 Co-occurring Enhanced Program shall document the capacity to provide the service strategies and the following therapeutic components:

(I) Groups and classes that address the signs and symptoms of mental health and substance use disorders.

(II) Groups, classes and training to assist clients in becoming aware of cues or triggers that enhance the likelihood

of alcohol and drug use or psychiatric decompensation and to aid in development of alternative coping responses to those cues.

(III) Dual recovery groups that provide a forum for discussion of the interactions of and interrelations between substance use and mental health disorders.

5. Documentation: Each Level III.5 High Intensity Residential Program shall provide the following documentation in each client record:

(i) Individualized progress notes shall be recorded each day for each respective service provided in Level III.5 Services.

6. Support Systems. Each Level III.5 Program shall develop, maintain and document implementation of written policies and procedures which govern the process used to provide client access to support services on site or through consultation or referral, which shall minimally include:

(i) Telephone or in person consultation with a physician available twenty-four (24) hours a day, seven (7) days a week.

(ii) Telephone or in person consultation with emergency services twenty-four (24) hours a day, seven (7) days a week.

(iii) Telephone or in person consultation with a registered nurse twenty-four (24) hours a day, seven (7) days a week.

(iv) Direct affiliation with, or coordination through referral to more and less intensive levels of care.

(v) Direct affiliation with, or coordination through referral to supportive services, including vocational rehabilitation, literacy training and adult education.

(vi) Mutual self-help groups which are tailored to the needs of the specific client population.

(vii) Appropriate laboratory and toxicology testing.

(viii) Psychological and psychiatric services.

(ix) Direct affiliation with or coordination through referral to more and less intensive levels of care.

(x) Co-occurring Disorders Program Specific Criteria: In addition to compliance with the criteria, each Level III.5 Co-occurring Enhanced High Intensity Residential Program shall provide client access to intensive case management services.

(xi) Women and Dependent Children's Program Specific Criteria: In addition to compliance with the criteria, the each Level III.5 High Intensity Residential Treatment Program for Women and Dependent Children shall provide client access to the following support services:

(I) Academic and vocational services.

(II) Financial resource development and planning.

(III) Family planning services.

7. Program Personnel. Each level III.5 High Intensity Residential Program shall employ an adequate number of qualified individuals to provide personalized care for its clientele and to meet the program's goals and objectives.

(i) Program Coordinator. Each Level III.5 High Intensity Residential Program shall be coordinated by a full-time member of the staff who has a minimum of a master's degree in a behavioral health related field and at least two years post master's supervised experience in a direct service area treating clients with substance use, mental health, or co-occurring mental illness and substance use disorders.

(ii) Direct Care Personnel. All direct care personnel shall be qualified as a qualified paraprofessional to provide the specific services delineated in the entity's operational procedures for this level of care.

(iii) Clinical Personnel. The entity shall maintain an adequate number of clinical personnel to sustain the Level III.5 High Intensity Residential Program as delineated in its operational procedures.

(iv) Administrative Support Personnel. The entity shall maintain an adequate number of support personnel to sustain the program's administrative functions.

(v) Every client in a Level III.5 Program shall be assigned to a specific primary counselor for care management.

(vi) Each primary counselor shall maintain a case load not to exceed sixteen (16) clients with active cases at any one time.

(vii) Co-occurring Disorders Program Specific Criteria.

(I) The Level III.5 Co-occurring Enhanced High Intensity Residential Program shall be coordinated by a full-time member of the staff who has the minimum of a master's degree in a mental health related field and at least two (2) years post master's supervised experience in a direct service area treating clients with co-occurring disorders.

(II) The Level III.5 Co-occurring Enhanced Program shall have access to psychiatric services led by a qualified psychiatrist or nurse practitioner that are fully capable of evaluating, diagnosing and prescribing medications to clients with co-occurring disorders. On-call psychiatric services shall be available twenty-four (24) hours a day, seven (7) days a week.

(III) The treatment organization/agency shall have access to an Alabama licensed physician, full time, part time, or on contract who shall be available to the program for client care and shall assume liability for the medical aspects of the program.

(IV) Treatment staff that provide therapy and ongoing clinical assessment services to individuals diagnosed with co-occurring disorders, shall have at a minimum,

I. A master's degree in a behavioral health related field with a minimum of two (2) years' work experience with individuals who have co-occurring disorders, mental health or substance use disorders.

II. Specialized training to work with individuals who have co-occurring disorders.

(V) All other direct care personnel in a Level III.5 Co-occurring Enhanced Program shall be qualified to provide the specific services delineated in the entity's operational plan for this level of care.

(VI) Clinical Personnel. The entity shall maintain an adequate number of clinical personnel to sustain the Level III.5 Enhanced High Intensity Residential Program as delineated in its operational plan.

(VII) Administrative Support Personnel. The entity shall maintain an adequate number of support personnel to sustain the program's administrative functions.

(VIII) Every client in a Level III.5 Co-occurring Program shall be assigned to a specific primary counselor for care management.

(IX) Each primary counselor shall maintain a case load not to exceed sixteen (16) clients with active cases at any one time.

(viii) Women and Dependent Children Program Specific Criteria:

(I) Each Level III.5 Women and Dependent Children High Intensity Residential Program shall be coordinated by a full-time member of the staff who has a minimum of a master's degree in a behavioral health related field and at least two (2) years post master's supervised experience in a direct service area treating women who have substance use, mental health or co-occurring mental health and substance use disorders.

(II) Direct Care Personnel. All direct care personnel shall be qualified as a qualified paraprofessional to provide the specific services delineated in the entity's operational plan for this level of care.

(III) Clinical Personnel. The entity shall maintain an adequate number of clinical personnel to sustain the Level III.5 Women and Dependent Children Program as delineated in its operational plan.

(IV) Administrative Support Personnel. The entity shall maintain an adequate number of support personnel to sustain the program's administrative functions.

(V) Every client in a Level III.5 Women and Dependent Children Program shall be assigned to a specific primary counselor for care management.

(VI) Each primary counselor shall maintain a case load not to exceed ten (10) clients with active cases at any one time.

8. Training. The entity shall provide written documentation that all Level III.5 Program personnel satisfy the competency and training requirements as specified in Rule 580-9-44-.02(3).

9. Service Intensity: The entity shall develop, maintain and document implementation of policies and procedures in regard to service intensity for its Level III.5 Residential Program, which shall at a minimum specify:

(i) The amount and frequency of Level III.5 Services are established on the basis of the unique needs of each client served.

(ii) The program has the capacity to provide a minimum of twenty-five (25) contact hours of clinical services weekly for each client.

10. Length of Service: The entity shall provide written documentation that the duration of treatment in its Level III.5 Program is variable as determined by:

(i) The severity of the client's illness.

(ii) The client's ability to comprehend the information provided and use that information to meet treatment goals and strategies; or

(iii) The appearance of new problems that require another level of care; or

(iv) The availability of services at an assessed level of need, when a Level III.5 High Intensity Residential Program has been utilized as an interim level of care.

11. Service Availability: The entity shall provide written documentation describing the process utilized to establish hours of availability for screening, assessment and intake service, admission and counseling services at its Level III.5 High Intensity Residential Program. At a minimum, this process shall:

(i) Include consideration of the needs of the target population, including work, school and parenting responsibilities.

(ii) Include consideration of transportation accessibility.

(iii) Not be based solely on standard eight (8) to five (5), Monday through Friday office hours.

Author: Substance Abuse Services Division

Statutory Authority: Code of Ala. 1975, §22-50-11.

History: New Rule: Filed January 26, 2012; effective March 1, 2012.

580-9-44-.26 Level III.7: Medically Monitored Intensive Residential Treatment Program for Adults.

(1) Rule Compliance. In addition to compliance with the rules as specified in this chapter, each Level III.7 Medically Monitored Intensive Treatment Program for Adults shall comply with the rules as specified in the following chapters.

(a) Program Description. The entity shall develop, maintain and implement a written program description that defines its Level III.7 Medically Monitored Intensive Residential Treatment Program, as according to Rule 580-9-44-.13 and the following specifications:

1. Location. The entity shall specifically identify and describe the setting in which the Level III.7 Program shall be provided. Services may be provided in any facility that meets all applicable federal, state and local certification, licensure, building, life-safety, fire, health and zoning regulations including the DMH facility certification standards.

2. Admission Criteria: The entity shall develop, maintain and document implementation of written criteria for admission to its Level III.7 Program, in compliance with the requirements of Rule 580-9-44-.13(9) and the following specifications:

(i) The entity's admission criteria shall specify the target population for its Level III.7 Program which shall include, at a minimum, individuals:

Exhibit T

(i) Include consideration of the needs of the target population, including work, school and parenting responsibilities.

(ii) Include consideration of transportation accessibility.

(iii) Not be based solely on standard eight (8) to five (5), Monday through Friday office hours.

Author: Substance Abuse Services Division

Statutory Authority: Code of Ala. 1975, §22-50-11.

History: New Rule: Filed January 26, 2012; effective March 1, 2012.

580-9-44-.28 Level 3.7-D: Medically Monitored Residential Detoxification Program And Level 3.7-D NTP: Medically Monitored Residential Detoxification Narcotic Treatment Program.

(1) Scope. This Chapter establishes rules for the operation of Medically Monitored Residential Detoxification Programs (Level 3.7-D) and Medically Monitored Residential Detoxification Programs designated as Narcotic Treatment Programs (Level 3.7-D NTP).

(2) Definitions. The following definitions apply to this Chapter:

(a) Accreditation elements: The standards that are developed and adopted by an accreditation body and approved by the Substance Abuse and Mental Health Services Administration (SAMHSA).

(b) Detoxification: The dispensing of medication, approved for such purposes, in decreasing doses to an individual to alleviate adverse physical or psychological effects incident to withdrawal from the continuous or sustained use of alcohol and/or other relevant addictive drugs. Detoxification functions, also, as a method of bringing the individual to a drug-free state within such period.

(c) Federal opioid treatment standards: 42 CFR 8.12.

(d) Level 3.7-D Medically Monitored Residential Detoxification Program: An organized regimen of services provided by nursing and medical professionals, which provides

for 24-hour medically supervised alcohol or other drug withdrawal management with medication approved for such use.

(e) Level 3.7-D NTP Medically Monitored Residential Detoxification Program: An organized regimen of services provided by nursing and medical professionals, which provides for 24-hour medically supervised opioid withdrawal management utilizing buprenorphine or a buprenorphine combination product approved for treatment of opioid use disorders by the Food and Drug Administration (FDA). A Level 3.7-D NTP may not dispense Methadone unless the entity is certified by the Alabama Department of Mental Health to operate an Opioid Treatment Program in compliance with Chapter 580-9-44-.29 of these rules and holds a valid Certificate of Need for the operation of a Methadone Treatment Program issued by the Alabama State Health Planning and Development Agency.

(f) Long-term detoxification: Detoxification treatment services provided for a period more than 30 days, but not in excess of 180 days.

(g) Medical director: A physician, licensed to practice medicine in Alabama, who assumes responsibility for administering all medical services performed by the program, either by performing them directly or by delegating specific responsibility to authorized program physicians and healthcare professionals functioning under the medical director's direct supervision.

(h) Program sponsor: The individual, named in the entity's application for certification by SAMHSA as according to 42 CFR 8.11, who is responsible for the operation of the Level 3.7-D NTP. The sponsor assumes responsibility for all of the entity's employees, including any practitioners, agents, or other persons providing medical, rehabilitative, or counseling services.

(i) Short-term detoxification: Detoxification treatment for a period not in excess of 30 days.

(3) Rule Compliance.

(a) In addition to compliance with the rules as specified in this chapter, each Level 3.7-D and 3.7-D NTP shall comply with the rules as specified in the following chapters: 580-9-44-.02 Personnel, 580-9-44-.03 Client Rights, 580-9-44-.04 Abuse and Neglect, 580-9-44-.05 Grievances, Complaints and

Appeals, 580-9-44-.06 Confidentiality and Privacy, 580-9-44-.07 Seclusion and Restraint, 580-9-44-.08 Child and Adolescent Seclusion and Restraint, 580-9-44-.09 Incident Reporting, 580-9-44-.10 Infection Control, 580-9-44-.11 Performance Improvement, 580-9-44-.12 Operational Policies and Procedures Manual, and 580-9-44-.13 Program Description.

(b) Each Level 3.7-D NTP shall comply with all regulations enforced by the DEA under 21 CFR Chapter II, and must be registered by the DEA before administering or dispensing opioid agonist treatment medications.

(c) Each Level 3.7-D NTP must operate in accordance with Federal opioid treatment standards and approved accreditation elements.

(4) Program Description. The entity shall develop, maintain and implement a written program description that defines its Level 3.7-D program or Level 3.7-D NTP, as according to Rule 580-9-44-.13 and the following specifications:

(a) Location. The entity shall specifically identify and describe the setting in which the Level 3.7-D Program or Level 3.7-D NTP is provided. Services may be provided in any facility that meets all applicable federal, state and local certification, licensure, building, life-safety, fire, health and zoning regulations including the DMH facility certification standards.

(b) Admission Criteria:

1. Level 3.7-D. The entity's admission criteria shall specify the target population for the Level 3.7-D Program, which shall include, at a minimum, individuals who are experiencing signs and symptoms of withdrawal, or for whom there is evidence that a withdrawal syndrome is imminent, and who have a history of insufficient skills and supports to complete detoxification at a less intense level of care.

(i) The entity shall provide written documentation in individual case records that each patient admitted to receive Level 3.7-D services meets the diagnostic criteria for a Substance Related Disorder as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

(ii) The entity shall provide written documentation in individual case records that each patient admitted to receive Level 3.7-D services meets the dimensional criteria for admission to this level of care as defined in the most recent edition of the ASAM Criteria.

2. Level 3.7-D NTP. The entity's admission criteria shall specify the target population for the Level 3.7-D NTP Program, which shall include, at a minimum, individuals who are experiencing signs and symptoms of opioid withdrawal, or for whom there is evidence that a withdrawal syndrome is imminent; and who have a history of insufficient skills and supports to complete detoxification at a less intense level of care.

(i) The entity shall provide written documentation in individual case records that each patient admitted to receive Level 3.7-D NTP services meets the diagnostic criteria for an Opioid Related Disorder as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

(ii) The entity shall provide written documentation in individual case records that each patient admitted to receive Level 3.7-D NTP services meets the dimensional criteria for admission to this level of care as defined in the most recent edition of the ASAM Criteria.

(iii) The entity shall not admit a patient for more than two detoxification treatment episodes in one year. Patients with two or more unsuccessful detoxification episodes within a 12-month period must be assessed by the program's Medical Director or other authorized medical professional for other forms of treatment.

(c) Core Services: At a minimum, each Level 3.7-D Program and 3.7D NTP shall document the capacity to provide the following core services:

1. Placement assessment.
2. Individual counseling.
3. Group counseling.
4. Psychoeducation.
5. Family counseling.

6. Peer support.
7. Medical and somatic services.
8. Medication administration.
9. Medication monitoring.
10. Alcohol and/or drug screening/testing.
11. Case management, including:
 - (i) Case planning.
 - (ii) Linkage.
 - (iii) Advocacy.
12. Patient Progress Monitoring.

(d) Therapeutic Component Implementation: The entity shall document implementation of medical and other clinical services organized to enhance the patient's understanding of addiction, support completion of the detoxification process and initiate transfer to an appropriate level of care for continued treatment. At a minimum, this shall include the following therapeutic components:

1. For each Level 3.7-D program:

- (i) Completion of a comprehensive medical history and physical examination of the patient at admission.

- (ii) Protocols established by the entity's medical director, for management of detoxification from each major drug category of abused drugs that are consistent with guidelines published by nationally recognized organizations (e.g., SAMHSA, ASAM, American Academy of Addiction Psychology) and with product labeling of medications utilized.

- (iii) Level 3.7-D Programs that utilize benzodiazepines in the detoxification protocol shall have:

- (I) Written protocols and procedures to show that all doses or amounts of benzodiazepines are carefully monitored and are slowly reduced as appropriate.

(II) Written longer-term detoxification protocols and procedures that adhere to general principles of management, including clear indications of benzodiazepine dependence, clear intermediate treatment goals and strategies, regular review and methods to prevent diversion from the plan.

2. For each Level 3.7-D NTP:

(i) The Level 3.7-D NTP shall maintain current procedures that are designed to ensure that patients are admitted to short- or long-term detoxification treatment by a program physician, who determines that such treatment is appropriate for the specific patient by applying established diagnostic criteria.

(ii) Each patient must undergo a complete, fully documented physical evaluation by a program physician or a primary care physician, or an authorized healthcare professional under the supervision of a program physician, before admission to the Level 3.7-D NTP. The full medical examination, including the results of serology and other tests, must be completed within 14 days following admission.

(iii) The program must maintain current policies and procedures that reflect the special needs of patients who are pregnant. Prenatal care and other gender specific services for pregnant patients must be provided either by the Level 3.7-D NTP or by referral to appropriate healthcare providers.

(iv) The entity shall maintain current procedures adequate to ensure that each buprenorphine and/or buprenorphine combination product used by the program is administered and dispensed in accordance with its approved product labeling. Dosing and administering decisions shall be made by a program physician familiar with the most up-to-date product labeling.

(v) Medication orders and changes in dosage shall be written on an acceptable order sheet and signed by a program physician or through utilization of a comparable electronic signatory process.

(vi) Policies and procedures for medication administration, dispensing, and use shall ensure that buprenorphine and buprenorphine combination products are administered or dispensed only by a physician, pharmacist, registered nurse, or licensed practical nurse.

(vii) At least one (i) initial drug test should be conducted for patients in short-term detoxification treatment for analysis of illicit drug use or prescription drug misuse.

(viii) Buprenorphine and/or buprenorphine combination products shall only be dispensed or administered to patients who are admitted to the Level 3.7-D NTP. The entity shall not prescribe or dispense buprenorphine and/or buprenorphine combination products for unsupervised and/or take-home use or for use in another level of treatment.

3. Each Level 3.7-D Program and Level 3.7-D NTP shall provide:

(i) On duty awake staff shall provide supervision each patient's health, welfare and safety twenty-four (24) hours a day, seven (7) days a week.

(ii) On-site physician care and phone availability twenty-four (24) hours a day, seven (7) days a week.

(iii) Nurse monitoring, assessment and management of signs and symptoms of intoxication and withdrawal twenty-four (24) hours a day, seven (7) days a week.

(iv) A pregnancy test for females of childbearing age prior to administration of medication.

(v) Medication administration and monitoring services, including specific procedures for pregnant women.

(vi) Continuous assessment.

(vii) Planned counseling and other therapeutic interventions.

(viii) Motivational enhancement therapy.

(ix) Peer support services.

(x) Relapse prevention counseling.

(xi) Overdose prevention education.

(xii) Direct affiliation with other levels of care.

(e) Documentation:

1. Each Level 3.7-D Programs and Level 3.7-D NTP shall provide the following clinical record documentation:

(i) Documentation of each clinical/therapeutic intervention provided.

(ii) Daily assessment of progress, including response to medication, which also notes any treatment changes.

(iii) Monitoring of vital signs, at a minimum, every eight (8) hours until discharge.

(iv) The use of detoxification rating scale tables and flow sheets.

2. Each Level 3.7-D NTP.

(i) The entity shall establish and maintain a recordkeeping system that is adequate to document and monitor patient care that complies with all Federal and State reporting requirements relevant to opioid drugs approved for use in treatment of opioid addiction. All records are required to be kept confidential in accordance with all applicable Federal and State requirements.

(ii) The Level 3.7 NTP shall include, as an essential part of the recordkeeping system, documentation in each patient's record that the entity made a good faith effort to review whether or not the patient is enrolled in an Opioid Treatment Program (OTP) or taking other opioids that would contraindicate buprenorphine treatment.

(f) Support Systems: Each Level 3.7-D Program and 3.7-D NTP shall develop, maintain, and document implementation of written policies and procedures utilized to provide patient access to support services on site, or through consultation or referral, which shall minimally include:

1. Specialized clinical consultation for biomedical, emotional, behavioral and cognitive problems.

2. Appropriate laboratory and toxicology testing.

3. Psychological and psychiatric services.

4. Transportation.

5. Twenty-four (24) hour access to emergency medical services.

(g) Staff Requirements.

1. Each Level 3.7-D and 3.7-D NTP shall, at a minimum, maintain the following positions as part of its staff:

(i) Medical Director. The medical director shall be a physician licensed to practice in the State of Alabama, who has a minimum of one (1) year experience treating substance related disorders. The medical director shall be responsible for admission, diagnosis, medication management, patient care, and for ensuring that the program is in compliance with all Federal, State, and local laws and regulations.

(ii) Each Program shall be coordinated by a full-time employee who is an Alabama licensed Registered Nurse, Nurse Practitioner, Physician, or Physician's Assistant, with two (2) years direct care experience treating substance related disorders.

(iii) Nursing Services Director. Program shall have a nursing services director who shall be a Registered Nurse licensed according to Alabama law, with training and work experience in behavioral health.

(iv) There shall be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) on site during all hours of the Program's operation.

(v) Direct Care Personnel. All direct care personnel must have sufficient education, training, and experience, or a combination thereof, to enable that person to perform the assigned job responsibilities. All physicians, nurses, and other licensed professional care providers, including certified addiction counselors, must comply with the credentialing requirements of their respective professions.

(vi) The entity shall maintain an adequate number of personnel, including physicians, nurses, counselors and case managers to sustain the Program as delineated in its operational plan.

(vii) Administrative Support Personnel. The entity shall maintain an adequate number of support personnel to sustain the Program's administrative functions.

(h) Training: Each Level 3.7-D and 3.7-D NTP shall provide written documentation that:

1. All program personnel satisfy the requirements of the core training curriculum, as specified in Rule 580-9-44-.02(3).

2. All clinical and medical services staff receive training during the initial twelve (12) months employment and develop basic competencies in the following areas:

(i) Biopsychosocial dimensions of substance related disorders.

(ii) The signs and symptoms of alcohol and other drug intoxication and withdrawal.

(iii) Evidence-based treatment and monitoring strategies for alcohol and other drug intoxication and withdrawal.

(iv) Continuing care motivational and engagement strategies.

(v) Pharmacotherapy.

(vi) ASAM Criteria.

(vii) Assessment of and service planning to address biopsychosocial needs.

(i) Service Intensity: The entity shall document in the clinical record that the intensity of Level 3-D Services and Level 3.7-D NTP is established on the basis of the unique needs of each served.

(j) Length of Service: The entity shall provide written documentation in the clinical record that the duration of treatment in each Level 3.-D Program and 3.7-D NTP varies as determined by the patient's assessed needs, and that the patient continues in treatment until:

1. Withdrawal signs and symptoms are sufficiently resolved; or

2. Withdrawal signs and symptoms have failed to respond to treatment and have intensified warranting a transfer to a more intense level of care; or

3. The patient is, otherwise, unable to complete detoxification at this level of care.

K. Diversion Control Plan. Each Level 3.7-D NTP shall maintain a current Diversion Control Plan (DCP) as part of its quality assurance program that, at a minimum:

1. Contains specific measures to reduce the possibility of diversion of controlled substances from legitimate use, and

2. Assigns specific responsibility to the medical and administrative staff of the Level 3.7-D NTP for carrying out the diversion control measures and functions described in the DCP.

(1) Emergency Administration of Medication. Each Level 3.7-D program and Level 3.7-D NTP shall maintain policies and procedures for administration of patient medication in the event of an emergency leading to the temporary closure of the program.

Author: Substance Abuse Services Division

Statutory Authority: Code of Ala. 1975, §22-50-11.

History: New Rule: Filed January 26, 2012; effective March 1, 2012. **Amended:** Filed December 8, 2016; effective January 22, 2017.

580-9-44-.29 Level I-0: Opioid Maintenance Therapy.

(1) Rule Compliance. Each Level I-0 Opioid Maintenance Therapy Program shall comply with all applicable rules and the rules specified in this chapter:

(a) Program Description. The entity shall develop, maintain and implement a written program description that defines its Level I-0 Opioid Maintenance Therapy Program.

Exhibit U

Letters of Nonreviewability

September 16, 2020



866.993.0207
info@citedepos.com
www.citedepos.com

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STATE OF ALABAMA
HEALTH PLANNING AND DEVELOPMENT AGENCY
CERTIFICATE OF NEED REVIEW BOARD
MONTGOMERY, ALABAMA

AGENDA
LETTERS OF NONREVIEWABILITY

* * * * *

PROCEEDINGS taken in the above
matter via virtual conference, on Wednesday,
September 16, 2020, commencing at
approximately 10:07 a.m.; and reported by
Dee Coker, Registered Professional Reporter
and Commissioner for the State of Alabama at
Large.

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APPEARANCES

CERTIFICATE OF NEED REVIEW BOARD:

- Dr. Swaid Swaid, Chairman
- Gen. Ed Crowell
- Mr. Terry Andrus
- Mr. Randy Jones
- Mr. Freddy Ard
- Mr. Ormand P. Thompson, III (not present)
- Dr. Kenneth C. Brewington (not present)
- Mr. Bill Wallace (not present)
- Dr. Herbert Stone

STATE HEALTH PLANNING AND DEVELOPMENT AGENCY STAFF MEMBERS:

- Ms. Emily Marsal, Executive Director
- Mr. Mark D. Wilkerson, Legal Counsel

* * * * *

THE CHAIRMAN: Okay. Now, I have a couple of comments, and I'd like everyone to please take notice of this.

There are several requests for nonreviewability that have been published. These are people who are asking to begin to operate facilities or expand facilities or change the status of a facility without going through the CON process. I think the majority of the ones that have been published are somewhat reasonable and traditional, but there are a few that need

1 to be looked at very carefully.

2 If you decipher what's being
3 requested, it's really no different than
4 what people had had to go through a CON
5 process in order to get approval. Now, one
6 has to tread carefully here because
7 nonreviewability letters can be challenged
8 even if granted. So I just want everybody
9 to be aware of the fact that a few years
10 ago, based on quite a lot of concern about
11 this particular aspect of our agency, we
12 began to publish these and make everyone
13 aware of them.

14 I read these very carefully, and
15 I'd like every Board member to read them
16 carefully as well. And when there are
17 concerns, they need to be raised. Because
18 I know several other agencies now are
19 beginning to look at these and raise
20 concerns, and at least one of them reached
21 out to Ms. Marsal, I think, in writing in
22 this regard.

23 So I just want to throw out a

1 cautionary note here that some people may
2 be asking to do things that, upon further
3 and closer examination, may, in fact, need
4 to go through the process rather than be
5 granted nonreviewability.

6 Emily, I guess you have received
7 that. And if Mark --

8 Is Mark still on the line?

9 MR. WILKERSON: Yes.

10 THE CHAIRMAN: Mark, would you like to
11 make some comments in this regard? It may
12 be worth taking one minute and just do
13 that, if you would like.

14 MR. WILKERSON: No, I think you've
15 described the process well, Dr. Swaid.

16 And the one thing that the Board
17 did, and Dr. Swaid was on the Board when
18 this happened, was made sure the Agency
19 published these requests and there was some
20 type of time period between the publication
21 and the consideration by the Executive
22 Director to make sure that they saw the
23 light of day and that different parties

1 could have the opportunity to provide input
2 in addition to giving the Agency the
3 opportunity to ask additional questions,
4 get additional information without pressure
5 to rule on a request immediately.

6 This Agency is somewhat constrained
7 by the court history of interpreting the
8 physician office exception and the rather
9 spars legislative language of the physician
10 office exception, just talking about the
11 office of private physicians regardless of
12 ownership. But, nonetheless, I think the
13 public process has been beneficial.

14 And as technology changes, as
15 medical practice changes and people seek
16 opportunities to make money by doing
17 different things in physician type of
18 settings that they'll argue under the
19 exception, it warrants further review and
20 examination. And I think, Dr. Swaid,
21 you've been active in doing that.

22 So I'll be happy to answer any
23 questions.

1 THE CHAIRMAN: Are there any?

2 MR. ANDRUS: But --

3 THE CHAIRMAN: Very good.

4 Yes, sir?

5 MR. ANDRUS: Yeah. But in reality,
6 unless an affected party asks for a
7 declaratory ruling, there's not a whole lot
8 we can do, correct?

9 MR. WILKERSON: You --

10 THE CHAIRMAN: What's essentially --

11 Sorry, Mark. Go ahead.

12 MR. WILKERSON: No.

13 Well, I mean, you're right. I
14 mean, the statute provides the Executive
15 Director with this authority. And you're
16 right. Unless a matter comes before the
17 Board, then you don't have an opportunity
18 to make a, quote, ruling.

19 Now, you could look at an
20 additional rule that attempts to put
21 additional language in place that defines
22 this. You would have to grapple with the
23 Supreme Court decision, the last one, on

1 this when you did that, but that's one
2 opportunity. You could look at a
3 rulemaking. Or, you know, if the Executive
4 Director were to find one that didn't fall
5 within the four corners of the Supreme
6 Court ruling and could not grant it or said
7 it was a new issue that didn't clearly
8 require approval and she didn't act, then a
9 party could -- the party that didn't get
10 the letter could bring the matter to the
11 Board, and it gets to a dec action, as you
12 said, Terry, and it gets before you that
13 way.

14 MR. ARD: I have a question, Mr.
15 Chairman.

16 Procedurally, when we, as Board
17 members, receive these in our package, has
18 there been action taken at this stage,
19 Emily, or is there action on your part
20 after that publication? I just want to
21 understand that process.

22 THE CHAIRMAN: Well, I -- Yeah. I
23 think -- No, I think Emily did it exactly

1 right. If you look at the publication, the
2 decision about any of these is pending. So
3 she's absolutely giving everyone a chance,
4 you know, to see. So she's doing
5 everything exactly correctly.

6 I think what I'd like to add to
7 what Mark said is, you know, our job is to
8 establish need and to care about safety.
9 So, you know, under COVID and because of
10 the circumstances, I just feel that some
11 people may want to fly under the radar, so
12 to speak, in order to get things that
13 clearly would have required CON review
14 process, in my opinion at least. And I
15 think that's my concern.

16 Because some of the items here, if
17 you read them, I mean, why did we, two
18 years ago, approve a CON for a single-
19 specialty eye surgery center to be approved
20 when these people are asking no
21 reviewability for the same thing; or people
22 doubling the size of their operating rooms
23 in a surgery center, they're basically

1 saying give us a letter of
2 nonreviewability. Well, a lot of people
3 start that kind of a process have to go
4 through CON review.

5 And it is more arduous to go
6 through the CON, but in many instances --
7 not all, but in many instances, I believe
8 it is beneficial to the citizens of the
9 state to have that process be aired out in
10 public with plenty of notification for
11 everyone involved. So that's the
12 cautionary note I would put out there.

13 The Executive Director has the
14 right to say, no, I think this should be
15 heard. That's all she has to do. Or she
16 could say, you know what, within the four
17 corners of what I understand, it's
18 nonreviewable. If that's the case, then
19 that sets a precedent.

20 So let us say that I own a surgery
21 center that has, you know, four operating
22 rooms and I just say I want to build four
23 more. Well, that might become economically

1 challenging for a nearby facility. Well,
2 if she denies me -- and I use that as a
3 theoretical, not as a real -- I'm going to
4 say, well, why did you give it to Madison
5 up near Huntsville? You see? So then it
6 becomes a really tough, tough situation to
7 put yourself in, all of us, and especially
8 Emily.

9 So at this point, I think
10 everything has been done right. I just
11 think that sunlight is always better than
12 darkness.

13 GEN. CROWELL: I agree, Dr. Swaid. I
14 think we have to be very careful about
15 precedent setting and not letting people
16 just take us for granted that, well, you
17 know, the Board is going to -- this is what
18 they do and this is how they do it. You
19 know, there are always a different set of
20 circumstances, and we look at each one on
21 an individual basis with what we have to
22 act on.

23 THE CHAIRMAN: Exactly. That's exactly

1 well put. And I think I'll just leave it
2 with that. Because none of us would
3 presume to tell anyone what to do; we just
4 simply have to put out cautionary notes, as
5 you just did, General Crowell.

6 Thank you all very much.

7 Emily, take that and chew on it and
8 just see what you think.

9 MS. MARSAL: I sure will.

10 THE CHAIRMAN: Thank you, Mark, for
11 your input as well.

12 And thank all of you. And please
13 stay well and healthy. It's great seeing
14 all of you.

15 MS. MARSAL: Thank you guys.

16 THE CHAIRMAN: Thank you. Have a great
17 day. We are adjourned.

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REPORTER'S CERTIFICATE

STATE OF ALABAMA

ELMORE COUNTY

I, Dee Coker, Registered Professional Reporter and Commissioner for the State of Alabama at Large, hereby certify that on Wednesday, September 16, 2020, I reported the PROCEEDINGS in the matter of the foregoing cause, and that pages 2 through 11 contain a true and accurate transcription of said proceedings.

I further certify that I am neither kin nor of counsel to the parties to said cause, nor in any manner interested in the results thereof.



/s/Dee Coker
DEE COKER, CCR, RPR
Commissioner for the
State of Alabama at Large
CCR 85, Expires 9/30/2020

COMMISSION EXPIRES: 1/10/2021

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