

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(CENTRAL DIVISION)

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In re:)
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COMMUNITY INTERVENTION SERVICES, INC.,) Chapter 11
COMMUNITY INTERVENTION SERVICES)
HOLDINGS, INC., SOUTH BAY MENTAL HEALTH) Case No. 21-40002-EDK
CENTER, INC., and FUTURES BEHAVIOR)
THERAPY CENTER, LLC)
) (Jointly Administered)
	Debtors.)
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NOTICE OF DEBTOR’S PROPOSED ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS INCIDENT TO SALE OF SUBSTANTIALLY ALL ASSETS OF FUTURES BEHAVIOR THERAPY CENTER, LLC, AND OF RELATED HEARING AND OBJECTION DEADLINE

To the Non-Debtor Parties to the Unexpired Leases and Assumed Contracts Listed on Attached Exhibit A (the “Contract Parties”), and to Other Parties in Interest:

PLEASE TAKE NOTICE THAT, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Fed. R. Bankr. P. 2002, 6004 and 6006, and pursuant to the Debtor’s Motion For Authority to Sell Substantially All Assets of Futures Behavior Therapy Center, LLC, Including Certain Unexpired Leases and Executory Contracts, Pursuant to Sections 363 and 365 of the Bankruptcy Code, Free and Clear of Liens, Claims, and Interests filed on January 5, 2021 [Docket No. 10] (the “Sale Motion”), Futures Behavior Therapy Center, LLC (“Futures” or the “Debtor”) intends to sell substantially all of its assets (collectively, the “Assets”), to FBTC Transitional Sub, LLC, a Delaware limited liability company (“FBTS”), or its eligible designee, or to such other entity that submits the highest or otherwise best offer to acquire the Assets as determined through the sale process to be governed by the sale procedures established by the Bankruptcy Court (the “Proposed Sale”), and, incident thereto, to assume and assign to the Bankruptcy Court-approved purchaser of the Assets (“Purchaser”) the unexpired leases and executory contracts listed on attached Exhibit A (collectively, the “Assumed Contracts”). The order of the Bankruptcy Court approving the sale of the Assets will also serve to bar any and all claims arising out of the Assumed Contracts (subject to the rights of non-Debtor parties to the Assumed Contracts to cure of existing defaults and adequate assurance of future performance, in accordance with Section 365 of the Bankruptcy Code), and claims for successor liability. The Debtor has determined that the amount to be paid to cure existing prepetition arrearages or defaults under each Assumed Contract is as set forth in Exhibit A for such Assumed Contract in the column entitled “Cure Amount” (the “Cure Amounts”).

Each Contract Party should review the List of Assumed Contracts attached as Exhibit A and locate its name and the contract to which it is a party that is proposed to be assumed by

the Debtor and assigned to Purchaser incident to the closing of the sale of the Assets. The List of Assumed Contracts lists the Contract Parties in alphabetical order, identifies the affected contracts, and specifies for each affected contract the Cure Amount determined by the Debtor to be owing under such contract as of January 5, 2021.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Section 365 of the Bankruptcy Code and Fed. R. Bankr. P. 6006, objections to the proposed assumption and assignment of the Assumed Contracts, any claim for cure of defaults in excess of the Cure Amounts or adequate assurance of future performance pursuant to Section 365(b) or (f) of the Bankruptcy Code, or any other objection to the proposed assumption and assignment of the Assumed Contracts (such objections, “Cure Objections”), must be stated in writing with particularity and must be filed with the Office of the Clerk, United States Bankruptcy Court, 300 State Street, Springfield, Massachusetts 01105, no later than 4:00 p.m. (prevailing Eastern Time) on February 12, 2021 (the “Objection Deadline”), and a copy served upon each of the following parties (the “Notice Parties”) so as to be received by such Objection Deadline:

- (a) attorneys for the Debtors, Casner & Edwards, LLP, 303 Congress Street, Boston, MA 02210, Attn: Michael J. Goldberg, E-mail: goldberg@casneredwards.com.
- (b) attorneys for Capital One, N.A. as agent for the Debtors’ senior secured lenders, Katten Muchin Rosenman LLP, 525 W. Monroe Street, Chicago, IL 60661-3693, Attn: Attn: Paul T. Musser, Esq., E-mail: paul.musser@katten.com.
- (c) attorneys for FBTS, Quarles & Brady LLP, 411 East Wisconsin Avenue, Suite 2400, Milwaukee, WI 53202-4426, Attn: Ryan P. Haas, Esq., E-mail: Ryan.Haas@quarles.com and Christopher Combest, Esq., E-mail: Christopher.Combest@quarles.com.
- (d) the Office of the United States Trustee, 446 Main Street, 14th Floor, Worcester, MA 01608, Attn: Stephen Meunier, Esq., E-mail: stephen.meunier@usdoj.gov.

The particular procedures governing Cure Objections are set forth in attached Exhibit B. Cure Objections will be governed by Fed. R. Bankr. P. 9014.

PLEASE TAKE FURTHER NOTICE THAT a videoconference hearing to consider approval of the proposed assumption and assignment of the Assumed Contracts, and any Cure Objections, will be held concurrently with the hearing to consider approval of the proposed sale of the Assets (the “Sale Hearing”) before the Honorable Elizabeth D. Katz, United States Bankruptcy Judge, 300 State Street, Springfield, Massachusetts, on February 16, 2021 at 12:30 p.m. (prevailing Eastern Time). Instructions with respect to participation in the Sale Hearing are set forth in greater detail in a separate Order of the Bankruptcy Court transmitted herewith.

PLEASE TAKE FURTHER NOTICE THAT any Contract Party seeking additional information with respect to the Proposed Sale or with respect to the Debtor’s proposed

assumption and assignment of any Assumed Contract may contact counsel to the Debtors, Michael J. Goldberg, Casner & Edwards, LLP, 303 Congress Street, Boston, MA 02210, telephone (617) 426-5900, E-Mail: goldberg@casneredwards.com. In addition, copies of the Sale Motion may be obtained from the Office of the Clerk, United States Bankruptcy Court, 300 State Street, Springfield, Massachusetts 01105, or by making a written request to undersigned counsel to the Debtors, or by visiting counsel to the Debtors' website, <https://www.casneredwards.com/pleadings-and-documents/category/bankruptcy/?area=156>.

Dated: January 20, 2021

COMMUNITY INTERVENTION SERVICES, INC.,
COMMUNITY INTERVENTION SERVICES
HOLDINGS, INC., SOUTH BAY MENTAL
HEALTH CENTER, INC., and FUTURES
BEHAVIOR THERAPY CENTER, LLC

By their attorneys,

/s/ A. Davis Whitesell

Michael J. Goldberg (BBO #551869)

A. Davis Whitesell (BBO #551462)

Hanna J. Ciechanowski (BBO #705222)

Casner & Edwards, LLP

303 Congress Street

Boston, MA 02210

Tel: 617-426-5900

Email: whitesell@casneredwards.com

Exhibit A to Assumed Contracts Notice

[List of Potential Assumed Contracts and Cure Amounts]

Contract Party	Contract Name	Date	Type	Cure Amount
Aetna, Inc.	Provider Agreement	11/15/2017	Payor	\$0.00
American Alarm and Communications, Inc.	Contract for Professional Services/Master Agreement	3/5/2019	Operating Contract	\$0.00
Beacon Health Strategies, LLC	Provider Services Agreement	5/23/2011	Payor	\$0.00
Blue Cross and Blue Shield of Massachusetts, Inc.	Licensed Applied Behavioral Analysts Professional Services Agreement	6/24/2016	Payor	\$0.00
BMC Healthnet Plan	Qualified Health Plan (QHP) Products (Including all metallic QHP products) Participating Professional Provider Agreement	3/15/2018	Payor	\$0.00
BMC Healthnet Plan	MassHealth Participating Professional Provider Agreement	3/15/2018	Payor	\$0.00
Checker Real Estate LLC	Agreement of Lease at 216 West Boylston St., West Boylston, MA	10/12/2018	Lease	\$0.00
CIGNA Behavioral Health, Inc.	Participating Provider Agreement	7/17/2018	Payor	\$0.00
Credible Behavioral Health, Inc.	Letter of Renewal	12/31/2018	Operating Contract	\$0.00
Credible Wireless, Inc.	HIPAA Business Associate Addendum	12/31/2013	Operating Contract	\$0.00
Ernest M. Santin	Lease at 55 Tozer Road, Beverly, MA	5/11/2015	Lease	\$0.00

Harvard Pilgrim Health Care, Inc.	Participating Provider Agreement	1/18/2008	Payor	\$0.00
Madrona Cleaner Inc.	Proposal for Services	-	Operating Contract	\$3,650.00
Massachusetts Behavioral Health Partnership	Group Practice Participation Agreement	8/29/2017	Payor	\$0.00
Neighborhood Health Plan	Participating Provider Practice Agreement	2/15/2012	Payor	\$0.00
Obsidian Public Relations	Scope of Work	Aug-19	Operating Contract	\$0.00
Rethink Autism, Inc.	Business Associate Agreement	3/9/2017	Operating Contract	\$0.00
Rethink Autism, Inc.	Service Agreement	4/5/2017	Operating Contract	\$0.00
SADA Systems, Inc.	G Suite Ordering Document and Consumer Agreement	8/26/2020	Software License Agreement	\$9,500.88
Tufts Associated Health Maintenance Organization, Inc. / Total Health Plan, Inc.	Allied Health Services Provider Agreement	12/6/2016	Payor	\$0.00
Tufts Health Public Plans, Inc.	Provider Agreement	4/1/2018	Payor	\$0.00
United Behavioral Health, Inc.	Group Participating Provider Agreement	10/15/2012	Payor	\$0.00
Zoom Video Communications	Business Associate Agreement	9/17/2018	Operating Contract	\$0.00

Exhibit B to Assumed Contracts Notice

Procedures Governing Cure Objections

Cure Objections. Any non-Debtor party to an Assumed Contract (a “Contract Party”) seeking to assert that any defaults, conditions or pecuniary losses under any Assumed Contract (other than as set forth in the column entitled “Cure Amount” for such Assumed Contract on forgoing Exhibit A to this Notice) must be cured or satisfied in order for such contract to be assumed and/or assigned (collectively, the “Cure Obligations”) or who otherwise objects to the proposed assumption and assignment of such Assumed Contract for any reason, shall be required to file and serve an objection (“Cure Objection”) setting forth with specificity any and all Cure Obligations which such party asserts must be cured or satisfied with respect to such Assumed Contract and any and all objections to the proposed assumption and assignment of such Assumed Contract.

Cure Objection Deadline. To be considered a timely Cure Objection, the Contract Party interposing the Cure Objection must file it with the Bankruptcy Court, and serve a copy of such Cure Objection upon each of the Notice Parties, **so as to be filed and received not later than 4:00 p.m. (prevailing Eastern Time) on February 12, 2021 (the “Cure Objection Deadline”)**. The Debtor may, in its sole discretion, extend the Cure Objection Deadline once or successively for any Contract Party without further notice, but is not obligated to do so and, in the event of any such extension, shall promptly file notice of same with the Bankruptcy Court.

Failure to File Cure Objection. Unless a Cure Objection is filed and served by a party to an Assumed Contract by the Cure Objection Deadline, the Bankruptcy Court may enter an order authorizing or effecting the assumption and assignment of such Assumed Contract without regard to any objection such party may have.

Waiver of Cure Objection. Any Contract Party that fails to file and serve Cure Objections as provided above shall, absent an order of the Bankruptcy Court determining that such failure is the result of excusable neglect, be deemed to have waived and released any Cure Obligation and shall be forever barred and estopped from objecting to the validity or enforceability of the assumption and assignment of the Assumed Contract, and from asserting or claiming against the Debtor, any purchaser of the Assets, or other assignee of the relevant Assumed Contract that any additional amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Assumed Contract for the period prior to the Cure Objection Deadline.

Contents of Cure Objection. A Cure Objection shall set forth the cure amount the objecting Contract Party asserts is due, the period(s) to which such amounts relate, the specific types and dates of any alleged defaults, pecuniary losses and conditions to assignment, and the support therefor, and any other information necessary to establish the basis for the Cure Objection. All documents or writings establishing the basis for the Cure Objection must be attached to the Cure Objection, provided, however, that although the underlying obligation itself must be asserted in detail, specific dollar amounts for

unliquidated claims or adjustments not yet known (collectively, the “Unliquidated Charges”), as set forth in the relevant Assumed Contract, need not be included in the Cure Obligations. A statement indicating the nature of the Unliquidated Charges and the period(s) in which they accrued must be included. The amount of any Unliquidated Charges asserted in compliance with these procedures shall be determined by further order of the Bankruptcy Court or by stipulation between the Debtor and the affected Contract Party.

Cure Objection Hearing. The hearings to resolve Cure Objections, if any, shall be held concurrently with the Sale Hearing (or at such other earlier or later date as the Bankruptcy Court may designate), as set forth in the preceding Notice to which these Cure Objection procedures are attached. If any Assumed Contract is assumed and assigned prior to resolution of a Cure Objection, appropriate means for assuring payment of a liquidated Cure Obligation timely asserted by the Contract Party (or such lower amount as may be fixed by the Bankruptcy Court) shall be established by order of the Bankruptcy Court or mutual agreement of the parties.

Reservation of Rights. The Debtor reserves the right to remove any Assumed Contract from the Proposed Sale and to withdraw the request to assume and assign any Assumed Contract, including as directed by the Winning Bidder, in which event an appropriate adjustment may be made to the purchase price for the Assets to reflect the exclusion of the Assumed Contract from the sale.

Limitation of Objection. A timely filed and served Cure Objection shall reserve the objecting Contract Party’s rights respecting its Cure Obligation but shall not be deemed to constitute an objection to the relief generally requested in the Sale Motion.

Conditional Nature of Authorized Assumption and Assignment. Notwithstanding any authority granted to the Debtor to assume and assign the Assumed Contracts, the assumption and assignment of any particular Assumed Contract shall become effective only upon the closing of a sale transaction involving the express designation of such contract as an “Assumed Contract” (or equivalent) under the operative transaction documents.