

# Acquisition Opportunity

## DLFM– Highly Reputed Home Health Agency

Corporation Type: LLC Location: DFW SIC Code: 8082

Home Health Agency was established 15 years ago and is a consistently performing business with more opportunities to grow. Provides skilled healthcare and personal assistance services to patients with limited mobility in the patient's residence. These services can provide vital care needs for patients who may be recovering from an illness or a surgery and have limited means or ability to transport to a healthcare facility. The business has outstanding record-keeping and has a great reputation with the community and with Medicare and Medicaid. The current owner is the administrator for the agency and provides general agency management and oversight.

**ASKING**  
**\$6,250,000**

### Terms

- With a down payment of \$1,250,000 (20%), third party financing is available to finance the remaining balance over 10 years for a buyer with a requisite background that is qualified by the bank (the owner is willing to carry back 10% of the purchase price if needed). It will require a monthly payment of approximately \$55,000. All notes will be personally guaranteed.

### Top Details/Business Activity

- 15 Years in business
- Patient Census – 450
- Serves strong niche demographics – Persian, Vietnamese, and Hispanic communities – which is aided by having care staff fluent in the native languages of these patients.
- Current owner is the Home Health Administrator
- Strong management and support team in place
- Low employee turnover – most of the staff members have tenure of more than 5 years.
- Provides skilled nursing, physical therapy, occupational therapy, speech therapy, medical social work, as well as personal assistance services
- Bank financing is available to borrowers that have a requisite background as dictated by the bank
- Industry is expected to experience continued growth due to aging population demographics and patients desire for care within the home\*

\*IBIS World

### Real Estate

- Land and Building (not included in purchase price) can also be acquired in conjunction with business for \$1,500,000

### Strengths

- Well established reputation for integrity and ethics
- Great presence in niche patient demographics
- Excellent QA and Compliance track record
- Strong management and support staff
- Well-equipped shop
- Low customer concentration – with approximately 450 patients being served at any time

### Weaknesses

- Informal salesforce
- Scarcity of professionals – can be challenging to find good nurses and other professional care providers

### Marketing Strategy

- The business obtains most of its patients from referrals – from doctors, from past patients/family members, from community partners, etc. There are community liaisons within the business that are tasked with outreach in establishing and maintaining referral partners

### Reason for selling:

- The owners (husband and wife) are getting divorced and have decided that they would like to sell the business and each move on to other ventures.

## Key Indicators (Accrual/Cash Basis):

Year (Financial Year End: 12/31)	2021 Annualized \$'000	2020 \$'000	2019 \$'000	2018 \$'000
Revenue	8,303	8,254	8,287	7,656
Adj. EBITDA*	1,369	993	1,228	1,168

\*Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses.

### Included in offering:

- Working Capital: may be negotiated
- Assets: \$80,000
- All debts and liabilities will be paid at closing

### Business Days and Hours

- Monday - Friday: 8:00 to 5:00
- Saturday - Sunday: Closed

### Employees:

- The Company has a total of 172 full time employees and 138 part time employees. The key employees are the Administrator, Director of Nursing, QA Coordinator, Business Manager, Office Manager, and Biller.

### Support and Training

- The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 30 days. An additional consulting contract can be obtained.

### Next Steps

- In order for us to release the Confidential Information Memorandum, complete the Non-Disclosure Agreement and Buyer Profile and return to:

David Lockey, Managing Director

DavidL@thevantgroup.com

972-458-8989 ext. 202



# CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

**Home Health Agency**  
**Sale Price: \$6,250,000**

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with The Vant Group, Inc., a Texas corporation ("the Broker") and for the benefit of the Broker's client (the "Company") that shall be identified by the information disclosed under this Confidentiality Agreement.
2. The Broker has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.
3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors, investors, tax advisors and attorneys, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Broker and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker.
4. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.
5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker's commission as agreed upon by the Company and the Broker.
6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.
7. A facsimile transmission of this document is legal and binding.
8. The Recipient warrants that the undersigned is a duly authorized by the Recipient to enter into binding legal contracts on its behalf.
9. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Dallas, County, State of Texas, where venue shall lie for any actions brought hereunder.

**RECIPIENT:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

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Phone

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Fax