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October 9, 2018

**VIA EMAIL & HAND DELIVERY**

Ms. Ruby Potter  
Health Facilities Coordinator  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, Maryland 21215

**Re: Baltimore Detox Center  
Matter No. 18-03-2419**

Dear Ms. Potter:

Provided below please find the “additional information and clarification” completeness responses of the Baltimore Detox Center (“BDC” or “the Applicant”) in connection with its Certificate of Need (“CON”) application to establish a 24-bed Track One Level III.7 medically monitored intensive inpatient treatment program in Woodlawn, Baltimore County in response to a letter dated September 19, 2018. Responses to each question are provided below.

1. Regarding your response to Question #1b, please show in the organizational chart/diagram how MBM Ventures, LLC, Woodlawn Holdings, LLC, and the eight substance abuse treatment facilities or programs listed on pp. 3-4 fit in the organizational hierarchy/structure with Amatus Health, LLC and Baltimore Detox Center.

**Response:** An organizational chart is not likely to be helpful because although there is some common and overlapping ownership, the various entities are not all affiliates or subsidiaries. Hopefully the description below will answer any outstanding questions.

Baltimore Detox Center, LLC:

Owned by Michael Silberman, Yitchok (Mark) Gold, Baruch Rabhan, and Kabir Singh each in his individual capacity.

Amatus Health, LLC:

Owned by Michael Silberman, Yitchok (Mark) Gold, and Baruch Rabhan each in his individual capacity.

Woodlawn Holdings, LLC:

Owned by Michael Silberman, Yitchok (Mark) Gold, Baruch Rabhan, and Kabir Singh each in his individual capacity.

MBM Ventures, LLC:

Owned by Michael Silberman, Yitchok (Mark) Gold, and Baruch Rabhan each in his individual capacity.

The substance abuse/treatment facilities referenced in the application each are majority owned by MBM Ventures, LLC (as an entity) (ranging from 70% to 55%) and minority owned by additional investors (ranging from 30% to 45%).

2. Please provide a response to the following:

- a. Update your response to *Part III, Applicant History, Statement of Responsibility, Authorization and Release of Information, and Signature*, Item #2 to include the addresses for the two facilities listed as operational in Georgia - Atlanta Detox Center and East Point Recovery Center.

**Response:**

(i) Atlanta Detox Center  
277 Medical Way, Riverdale GA 30274  
Atlanta Detox Center opened on October 1, 2018  
**See Attachment 25**

(ii) East Point Recovery Center  
3197 Washington Road, East Point GA 30344  
East Point Recovery Center opened on May 22, 2018.

- b. Some of the dates of involvement listed under Item #2, p. 12 of the CON application disagree with the dates provided in pp. 3-4 of your completeness response. Which dates are correct?

**Response:** Please see below for correct dates.

Maryland

Foundations Recovery Center                      Woodlawn, MD  
*Opened May 18, 2018*

Fresh Start Recovery Center                      Gaithersburg, MD  
*Opened May 1, 2017*

Ohio

Midwest Detox Center                              Maumee OH  
*Opened September 25, 2017*

Midwest Recovery Center                          Maumee, OH  
*Opened September 25, 2017*

Georgia

Atlanta Detox Center                      Atlanta, GA  
*Opened October 1, 2018*

East Point Recovery Center              Atlanta, GA  
*Opened May 22, 2018*

In addition:

- (1)     Blueprint Recovery Center  
         2 Chenell Drive Concord Drive, Concord, New Hampshire 03301  
         Outpatient and Partial Hospitalization Services  
         Opened October 1, 2018.

**See Attachment 26.**

- (2)     Awakenings Recovery Center, LLC, a Maryland limited liability company (majority owned by MBM Ventures, LLC and minority owned by outside investors) plans on opening a ASAM Level III.5 High Intensity Residential Treatment Medicaid substance abuse treatment center at 111-113 S. Potomac St. Hagerstown on or about December 1, 2018.

**Please note the following facilities were sold effective October 3, 2018** to BDC Recovery Associates, LLC (a Florida limited liability company).

Florida

Healing Solution Center LLC d/b/a, Breakthrough Detox Center, Miami, FL

Coconut Recovery d/b/a More Life Recovery Center, Hollywood, FL

- c.     Provide an update on the start of operations at Atlanta Detox Center scheduled for September 2018, and whether this facility has received a license to operate in Georgia.

**Response:** Atlanta Detox Center opened on October 1, 2018. Please see **Attachment 25.**

3.     Regarding Attachment 16, please state when Baltimore Detox Center, LLC and Woodlawn Holdings, LLC will sign and finalize this lease agreement.

**Response:** The lease between Baltimore Detox Center, LLC and Woodlawn Holdings, LLC will be executed upon granting of the CON. Alternatively, it can be executed now and be contingent upon CON approval and licensing.

4.     Regarding your response to Question #8b, the applicant needs to:

- a. Provide a response that addresses the type of services and treatment that a patient will receive: (a) in the 10 detox beds; and (b) in the 14 Level III medically monitored intensive inpatient treatment beds.
- b. Is the treatment program offered at BDC modeled from the two Level III.7 programs currently provided either at Midwest Detox Center or Atlanta Detox Center? If so, provide information on the treatment model offered by these programs.

**Response:** During the detox portion of a consumer's stay at BDC, he or she will receive a medication protocol prescribed by BDC medical staff to safely assist with withdrawal symptoms based on his or her symptoms and ICD-10 diagnoses. Along with this, consumers will develop a detox care plan and receive a comprehensive medical and psychiatric evaluation, biopsychosocial assessment, and individual counseling for his or her substance abuse and co-occurring diagnosis.

If the consumer is stable enough, the consumer will attend group counseling which focuses on addictions education, relapse prevention, life skills, triggers, and gender specific process groups. When a consumer completes his or her withdrawal protocol, the consumer will be moved to level III.7 inpatient treatment. During the remainder of the consumer's stay, he or she will attend 36 hours of group a week, receive individual counseling and participate in case management and discharge planning.

During the consumer's short stay at BDC, each consumer's day will be set and structured for maximum efficiency.

Midwest Detox operations for detox and inpatient will be the same program format and description as proposed by BDC. At Midwest Detox Center, the program structure is the same as outlined above.

5. Regarding your response to Question #10, please state the progress by Foundation Recovery Center ("FRC") in finding another location to operate within the Baltimore metropolitan area and if so, where and when this will occur, especially since the applicant states FRC will be one of the aftercare/follow-up programs offered to BDC patients?

**Response:** Foundations Recovery Center will relocate after BDC CON approval and upon commencement of renovations for the BDC project. The principals of MBM Ventures, LLC own a property in Owings Mills, Maryland at which Foundations Recovery Center will be located.

6. Regarding Attachment 18, under Table B, Project Budget, you state under annual lease that the cost for the building is \$240,000, whereas in Attachment 16 the lease agreement with Woodlawn Holdings, LLC, states that the annual cost for the BDC location is \$114,400 (\$9,533.33 x 12). Please reconcile this difference in the cost of rent for this site.

**Response:** Please see corrected lease at **Attachment 27**. The annual lease cost for the building is \$240,000.

7. Regarding Attachment 20, please respond to the following:
- a. Please provide information on Blueprints Recovery Center, LLC. Is this a facility that is currently owned or operated by either Amatus Health, LLC, or Baltimore Detox Center, LLC, and if so, incorporate this response with previous Questions #2 and #3 above.

**Response:** Blueprint Recovery Center is owned 70% by MBM Ventures, LLC (which has the same owners as Amatus Health, LLC) and 30% by additional investors. See above.

- b. Since this letter is dated July 24<sup>th</sup>, is Jeff Cohen, CPA, aware that the cost of this project has increased to \$585,982, and can he attest that the applicant has sufficient resources in cash and liquidity to fund this project at this amount.

**See Attachment 28.**

8. Regarding your response to Question #15, BDC indicates it will reserve three out of 24 beds (12.5%) for indigent and gray area patients. The applicant “will comply with this standard by accepting for admission indigent and gray area patients who are otherwise not able to be treated in appropriate inpatient settings consistent with their medical needs.” BDC would dedicate 12.5% of total bed days to charity care and states “about 15% of total patient days would be provided to indigent and gray patients at no charge.”

Please provide a copy of BDC’s Charity Care Policy and show in this policy how BDC will incorporate the provision of care for 15% admissions for indigent and gray area patients.

**Response:** BDC is not required to have a Charity Care Policy and has not developed a Charity Care Policy for Commission review of this Project. The State Health Plan at COMAR 10.24.14 does not include a standard that requires a CON applicant to prepare and submit a Charity Care Policy. The December 15, 2016 CON approval of the Maryland Detox House CON Application, Docket No. 16-02-2374, did not address a Charity Care Policy. During the course of that review, a Charity Care Policy was not requested by the Commission, developed by Maryland Detox House, nor placed in the record of that review. Nevertheless, the Maryland Detox House CON application was docketed for review and subsequently conditionally approved by the Commission. It is currently licensed, in operation, and meeting patient needs.

BDC will comply with the requirement that it provide charity care to its future patients as proposed at the 12.5% rate and will submit documentation of its compliance with COMAR 10.24.14.05 D. (1) (c).

As stated in the Response to Completeness Question #15, on July 25, 2018, BDC will comply with this standard by accepting for admission indigent and gray area patients who are otherwise

not able to be treated in appropriate inpatient settings consistent with their medical needs. The medical criteria for admissions will be no different for these patients and patients who have the financial means to pay for the acute detoxification and rehabilitation services BDC will provide. These admissions will be generated through ongoing outreach efforts and agreements with community providers, including acute care hospitals. (See Response to Question 27). Both Fresh Start Recovery Center in Gaithersburg and Foundations Recovery Center in Woodlawn voluntarily provide “scholarships” to patients who require financial assistance.

Despite the fact that there is no stated requirement to do so, as a condition of CON approval of this project, the leadership of BDC will agree to develop and submit a “Charity Care Policy” which will incorporate the provision of care for 15% admissions for indigent and gray area patients in its proposed facility.

9. Regarding your response to Question #17, please provide an update on BDC’s progress and include documentation through signed transfer and referral agreements with:
  - a. Northwest Hospital and/or Sinai Hospital;
  - b. Halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs;
  - c. Local community mental health center or center(s);
  - d. Baltimore County’s mental health and alcohol and drug abuse authorities;
  - e. The Behavioral Health Administration and the Mental Hygiene Administration; and
  - f. Any additional Baltimore County agencies that provide prevention, education, driving-while-intoxicated programs, family counseling, and other services.

**Response:** See Attachment 29.

In addition, representatives of BDC are attempting to meet with the following persons:

- Courtney Highsmith, Policy Advisor, Lt. Governor Boyd K. Rutherford
- Barbara Bazron, Deputy Secretary for Behavioral Health, Maryland Department of Health
- Gregory Branch, Baltimore County Health Officer, Baltimore County Department of Health
- Kimberly Cuthrell, Chief, Bureau of Behavioral Health, Baltimore County Department of Health

BDC is continuing its efforts to obtain additional transfer and referral agreements from local hospitals and other agencies and providers. Some providers have a lengthy process and some require that a program be in existence prior to entering into a transfer and referral agreement.

10. Regarding your response to Question #18, please provide *corrected* Source of Referral Agreements that indicate BDC has entered into a Referral Agreement with “University of

Maryland Baltimore Washington Medical Center” and meets the language as indicated in Subparagraph .05K(2) of this standard.

**Response:** BDC is in the process of obtaining a Referral Agreement with University of Maryland Baltimore Washington Medical Center which will be submitted upon execution.

11. Regarding your response to Question #19, Attachment 22, BDC’s policy states “Staff education and in-service training activities will be evaluated at least annually (p. 2),” whereas your response indicates that “(A)nnual trainings will be conducted monthly rather than one (1) time per year. Please update your policy on Staff Training and Development to show whether this training is annual or conducted monthly.

**Response:** Trainings in-house will be conducted on a monthly basis. See Updated Staff Training and Development Policy at **Attachment 30**.

12. Regarding your response to Question #20b, please state the number of licensed beds for Level III.7 inpatient residential and Level III.7 detox that are operated at Midwest Detox Center in Ohio and at Atlanta Detox Center in Georgia.

**Response:** There are (i) 44 licensed beds for both Level III.7 inpatient residential and Level III.7 detox that are operated at Midwest Detox Center in Ohio and (ii) 44 licensed beds for both Level III.7 inpatient residential and Level III.7 detox that are operated at Atlanta Detox Center in Georgia.

13. The instructions in the CON application (p. 11) states that “Each applicant must respond to all applicable criteria included in COMAR 10.24 .01.08G. The applicant did not address under COMAR 10.24.01.08G(3)(b) “the need of the population served or to be served by the Project.” Please provide a response to Question #24, which requested the following:

The CON application instructs the applicant to provide a written description of BDC’s expected service area, population size, characteristics/demographics of population served, and projected growth for the population and need for this service. Will this project address the need of special population groups, and if so, identify those underserved populations and describe how this proposed substance abuse treatment program will address their needs?

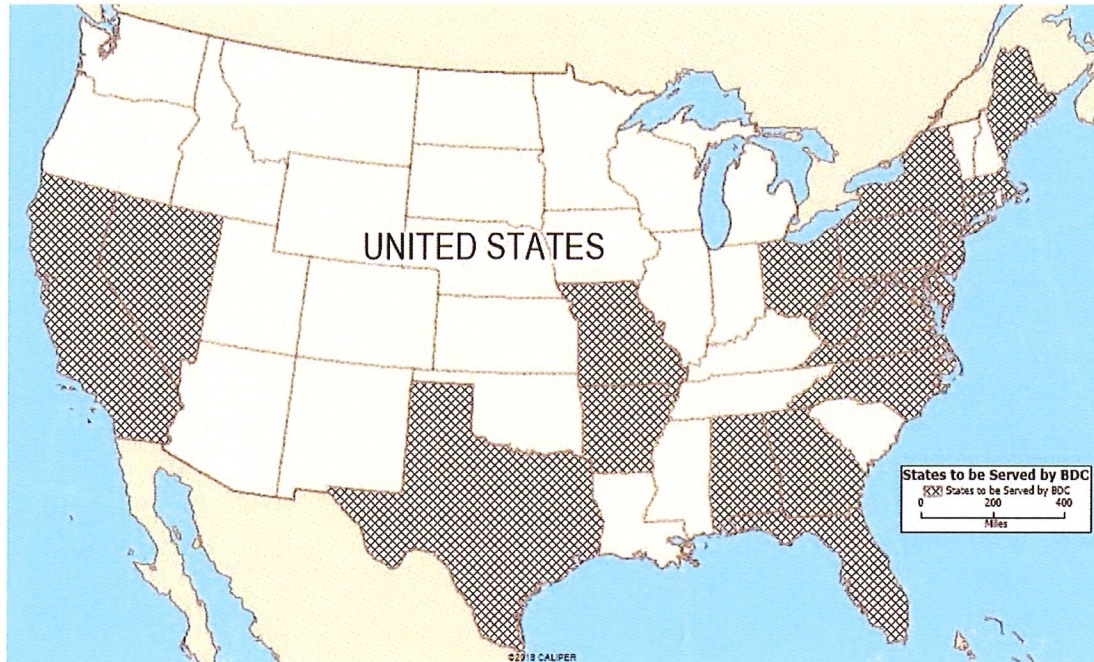
**Response:** The expected primary service area of the BDC is State of Maryland. BDC assumes that the utilization of the BDC will likely reflect the current and future utilization of both its affiliated outpatient treatment programs in Maryland: Fresh Start Recovery Center in Gaithersburg and Foundations Recovery Center in Woodlawn. 134 (61%) of the 221 patients treated at these two Centers were Maryland residents. The balance of the patient population was made up of residents of multiple other States and the District of Columbia. The distribution of patients who have been treated at these two Centers is shown below:

Fresh Start Recovery Center	
State	Patients Treated
AL	1
AR	1
CA	1
CT	2
DC	2
DE	1
FL	7
GA	1
MD	90
ME	1
MO	1
NC	1
NJ	11
NV	1
NY	6
OH	6
PA	9
TX	1
VA	12
WV	3
TOTAL	158

Foundations Recovery Center	
State	Patients Treated
AR	1
FL	1
MA	1
MD	44
NJ	8
OH	4
PA	1
TX	2
VA	1
TOTAL	63



The projected population to be served would be all eligible adult residents of these states who would benefit from BDC's services.



Demographically, the majority of BDC patients are likely to be between the ages of 18 and 44 and Maryland residents. The population of Maryland residents in that age cohort was estimated to be 2.16 Million in 2015 and is projected to increase to 2.25 Million in 2020, according to the population estimates and projections of the Maryland Department of Planning. BDC does not intend to develop any distinctive programs for special population groups.

14. Regarding your response to Question #25b, the applicant did not address and should provide a response to the following:

Does the applicant contend that the existing Level III.7 detox and medically monitored intensive inpatient treatment programs in Central Maryland (which include Anne Arundel, Baltimore City, and Harford Counties) do not provide *affordable* services for patients seeking such services? Demonstrate that the program established at BDC will be more affordable to patients than receiving treatment at these existing providers.

**Response:** BDC intends to provide affordable services for patients seeking inpatient substance abuse services. It offers no assessment and does not contend that the existing Track One Level III.7 detox and medically monitored intensive rehabilitation programs in Central Maryland do not provide affordable services. The fact that patients use these existing programs for needed treatment demonstrates that they are affordable for many patients; otherwise these programs

would not be financially viable. A review of the projected charge/day and net revenue/day of the Maryland Detox House (\$1,667/day and \$1,023/day) indicates comparable charges and net revenue to those proposed by BDC (\$1,108/day and \$679/day). BDC assumes that other Track One programs in Central Maryland charge and receive similar revenues for comparable Track One Level III.7 detox and medically monitored intensive rehabilitation services.

Whether the BDC will be more affordable than the existing programs in the future following the commencement of services in CY 2019 remains to be seen. The utilization and financial estimates and projections of BDC, which include the projections of patient charges and net revenues, are based on BDC's leadership experience in the marketplace and, to the best of our knowledge, are competitive with existing affordable providers.

Given the unmet need for these services, BDC assumes that a viable market for affordable Level III.7 detox and medically monitored intensive rehabilitation services is currently existing (and growing) in the Central Maryland region based on its experience operating both outpatient programs in Maryland, and outpatient and inpatient programs in other States. These assumptions are consistent with all of the statistics and findings on the catastrophic epidemic of substance abuse facing our State.<sup>1</sup>

Individual patients, their families and third-party payers currently have and will continue to have choices among competitive substance abuse treatment providers and programs in the region and are and will continue to be willing to pay for needed services in the future; BDC intends to be affordable in the marketplace in a manner that is competitive with existing providers on price.

15. Regarding your response to Question #27, please respond to the following:
- a. The applicant did not provide an adequate response to #27a, which requests a response that addresses requirements (b) through (d) of the CON application. The CON application (pp. 21-22) instructs the applicant to provide a response that addresses the following:
    - i. On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.
    - ii. On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access).
    - iii. On costs to the health care delivery system.

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<sup>1</sup> <http://governor.maryland.gov/ltgovernor/home/heroin-and-opioid-emergency-task-force>

- b. The applicant states on p. 20 of your response that “Amatus staff refers patients seeking inpatient treatment services to out-of-area inpatient providers, and not to Ashley, Pathways, or Maryland Detox House.” Provide the analysis which supports your assumption that the establishment of BDC’s 24-bed Level III.7 program “will likely be no impact on the utilization of the three existing Track One facilities currently operating in Central Maryland.”
- c. The applicant’s response in (e) states the issue of “boarding” in hospital Emergency Departments, but does not document or provide evidence to support that such a condition exists in Baltimore City or Baltimore County. As previously requested, provide evidence to support your assumption and show how availability and accessibility will improve in CY 2019 “the day BDC opens for admissions.”

**Response:**

- a.
- b. Unlike Maryland nursing homes, the payer mix of existing health care providers of non-hospital inpatient substance abuse treatment services is not public information. There is no way to determine with any accuracy that any existing health care providers are likely to experience any measurable impact on payer mix related to the successful operation of the BDC. Any response to this question that would attempt to measure the impact of the BDC’s utilization on any existing provider’s payer mix would be highly speculative, and therefore, unreliable.
- c. In BDC’s view, the establishment and utilization of the proposed BDC will necessarily improve access for its service population because there is presently no Track One substance abuse treatment centers located in either Baltimore City or Baltimore County, the two most populous jurisdictions in the Central Maryland region.<sup>2</sup> Having a new site for care in the Woodlawn neighborhood of Baltimore County will by definition improve geographic access by reducing travel times for patients who might otherwise travel to an existing Track One facility in Anne Arundel or Harford County for the Level III.7 detox and medically monitored intensive rehabilitation services that BDC will provide.
- d. BDC recognizes that it must be a cost-effective provider of care to be successful. Charges for the its services will be carefully calibrated for each patient to assure that patients who can afford its services can be admitted for treatment, and at the same time, generate sufficient revenues to cover its expenses and allow it to meet its charity care commitment to the indigent and gray area populations. To achieve that balance in costs and access, BDC will do its part to reduce the costs to the

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<sup>2</sup> <https://planning.maryland.gov/msdc/Pages/default.aspx>

health care delivery system and society that result from the lack of treatment opportunities in the region.

- e. The application of the State Health Plan methodology, a regulation that must be addressed by every CON applicant, as updated, indicates a current and future unmet need for additional inpatient treatment beds in the Central Maryland region in Track One facilities. That bed need methodology already recognizes the availability of existing treatment beds in Anne Arundel and Harford counties and shows a need for more beds than the 24 beds BDC is proposing. BDC is proposing to address a portion of that current unmet need and accepts the State Health Plan bed need methodology without reservation and additional analysis.

There is a demonstrated unmet need for between 95 and 141 additional beds in Track One treatment centers to meet the needs of patients in the Central Maryland region, and the three existing Track One facilities, despite their best efforts to meet those needs, have not yet done so.<sup>3</sup> For that reason, BDC has assumed that BDC will have no impact on their future utilization.

As long as residents of the Central Maryland region and elsewhere will need and occupy the 24 additional beds at the BDC as projected in the State Health Plan that the three existing facilities do not have currently and have not proposed in their own CON Applications, there cannot be any reasonable way to assume that there will be any impact on those Track One facility's future utilization. The only assumption that would suggest such an impact would be if the State Health Plan bed need methodology which clearly demonstrates an unmet need is incorrect and should be ignored by the Commission.

- f. The practice of keeping patients in hospital emergency departments for hours or days, called "boarding," causes emergency department crowding and can be harmful to patients.<sup>4</sup> Boarding increases patients' morbidity, lengths of hospital stay, and mortality.<sup>5</sup> Reports of hospital Emergency Department "boarding" in Baltimore City and Baltimore County are largely anecdotal, and relate to the inability to transfer or refer patients who present in those Emergency Departments, but who are not suitable for inpatient hospital admission. These reports are consistent with research findings on the utilization of hospital Emergency Rooms by patients with substance abuse disorders.<sup>6, 7, 8</sup> Among those "boarded" patients are those who need and seek substance abuse treatment services, particularly detox services. BDC hopes to address these patients' needs

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<sup>3</sup> BDC CON Application, p. 17.

<sup>4</sup> *Hospital-based emergency care: at the breaking point*. Washington (DC): National Academies Press; 2006.

<sup>5</sup> Bernstein SL, Aronsky D, Duseja R, Epstein S, Handel D, Hwang U, et al. The effect of emergency department crowding on clinically oriented outcomes. *Acad Emerg Med*. 2009; 16: 1 – 10.

<sup>6</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1089119/>

<sup>7</sup> <https://www.drugabuse.gov/publications/drugfacts/drug-related-hospital-emergency-room-visits>

<sup>8</sup> [https://www.hcup-us.ahrq.gov/reports/ED\\_Multivar\\_Rpt\\_Revision\\_Final072010.pdf](https://www.hcup-us.ahrq.gov/reports/ED_Multivar_Rpt_Revision_Final072010.pdf)

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October 9, 2018  
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through ongoing efforts to communicate the availability of BDC to provide inpatient detox services to patients who seek care in the region's hospital emergency rooms.

BDC invites the Staff of the Commission to visit Foundations Recovery Center and Fresh Start Recovery Center, its affiliated Maryland facilities.


Sincerely,

A handwritten signature in black ink that reads "Carolyn Jacobs". The signature is written in a cursive, flowing style.

Carolyn Jacobs

Please see attached signature pages.

I hereby declare and affirm under the penalties of perjury that the facts stated in this "additional information and clarification" completeness response of the Baltimore Detox Center and its attachments are true and correct to the best of my knowledge, information, and belief.

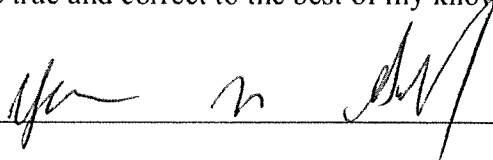
Signature:  \_\_\_\_\_

Name: Micholas Ailbaugh \_\_\_\_\_

Title: Director of Licensing & Compliance \_\_\_\_\_

Date: 10/8/18 \_\_\_\_\_

I hereby declare and affirm under the penalties of perjury that the facts stated in this "additional information and clarification" completeness response of the Baltimore Detox Center and its attachments are true and correct to the best of my knowledge, information, and belief.

Signature: 

Name: Mack Gold

Title: CEO

Date: 10/9/2018

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ATTACHMENT 25



GEORGIA DEPARTMENT OF  
COMMUNITY HEALTH

**STATE OF GEORGIA**  
**DRUG ABUSE TREATMENT AND EDUCATION PROGRAM PERMIT**

This is to certify that a permit is hereby granted to

ATLANTA DETOX CENTER, LLC

(Name of Governing Body)

to maintain and operate a DRUG ABUSE TREATMENT AND EDUCATION PROGRAM with 0 branch offices, named as

ATLANTA DETOX CENTER

(Name of Facility)

Approval is granted to provide the following programs: INTENSIVE RESIDENTIAL DRUG ABUSE TREATMENT AND EDUCATION PROGRAM FOR ADULTS (MALE AND FEMALE) AGES 18 AND OLDER (46 BEDS) W/ FOOD SERVICE

ASAM Levels:

III-2-D (RESIDENTIAL SUBACUTE); III.5 (CLINICALLY-MANAGED MED/HIGH INTENSITY RESIDENTIAL)

Said facility and premises are located at 277 MEDICAL WAY  
in RIVERDALE, County of CLAYTON, Georgia.  
(City or Town) (Street)

This permit is effective September 12, 2018 and remains in effect unless revoked or suspended.

"This permit is granted pursuant to the authority vested in the Department of Community Health, Official Code of Georgia, Title 26, Chapter 5, and signifies that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No: 031-522-D

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

*Melanie Simon*

Melanie Simon, Division Chief

ATTACHMENT 26



Jeffrey A. Meyers  
Commissioner

Melissa A. St. Cyr, Esq.  
Chief Legal Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF LEGAL AND REGULATORY SERVICES  
HEALTH FACILITIES LICENSING AND CERTIFICATION

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9499 1-800-852-3345 Ext. 9499  
Fax: 603-271-4968 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 1, 2018

Nick Albaugh  
Director of Licensing & Compliance  
1825 Woodlawn Drive Suite 204  
Gywnn Oak, MD 21207

Re: Blueprint Recovery Center, LLC outpatient substance abuse recovery services in Manchester, NH

Dear Mr. Albaugh;

This letter is in response to your request for information regarding licensing for your outpatient substance abuse treatment center-Blueprint Recovery Center. Just to confirm DHHS/HFA/Licensing does not at this time license Intensive Outpatient Services (IOP) or Partial Hospitalization Programs (PHP), if they are strictly outpatient services.

The following is what you have identified as the scope of services being provided:

- Outpatient and Intensive Outpatient treatment services by a clinician
- Partial Hospitalization of outpatient treatment services provided by a clinician.
- Individual and Group treatment services by a clinician
- Recreational therapies outpatient by a clinician
- Case Management
- Depending on level of care, clients may receive 1-20 hours of outpatient treatment services a week, Monday through Friday between 9 a.m. and 5 p.m. with potential evening Intensive Outpatient treatment services between 6 p.m. and 9 p.m. by a clinician

If you should at a later date decide to add additional services or change the scope of services provided, we may need to re-evaluate your need for licensing.

Sincerely,

Holly Wentworth, MSN, RN, CCM  
Supervisor V  
Health Facilities Administration Licensing

ATTACHMENT 27

## LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between WOODLAWN HOLDINGS, LLC, a Maryland limited liability company (hereinafter referred to as "Landlord"), and FOUNDATIONS RECOVERY CENTER, LLC, a Maryland limited liability company (hereinafter called the "Tenant").

WITNESSETH, that the parties hereby covenant, promise and agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth below for all purposes in this Lease.

- (a) Property: 1825 Woodlawn Drive, Baltimore, Maryland 21207
- (b) Leased Premises: Suite #204
- (c) Rentable Square Feet: Approximately 4,706 +/-
- (d) Lease Term: Seven (7) Years
- (e) Lease Commencement Date: January 5, 2018
- (f) Lease Expiration Date: January 31, 2025
- (g) Rent Commencement Date: Lease Commencement Date
- (h) Fixed Minimum Rent: Fifty-One and 00/100 Dollars (\$51.00) per rentable square foot, totaling Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) for the first lease year, payable in equal monthly installments of Twenty Thousand and 00/100 Dollars (\$20,000.00).
- (i) Annual Fixed Minimum Rent Escalation Percentage: 3% (beginning in year 4)
- (j) Pro-Rata Share for Operating Expenses and Real Estate Taxes: 49.5/100 percent (49.5%) ("Tenant's Portion").
- (k) Security Deposit: Twenty Thousand and 00/100 Dollars (\$20,000.00).
- (l) Permitted Use of Premises: General Medical Office/Lab/Addiction Recovery Center
- (m) Tenant's Advertised Name: Foundations Recovery Center
- (n) Address for Notices to Tenant: 1825 Woodlawn Drive, Baltimore, Maryland 21207, Suite 204.
- (o) Address for Notices to Landlord: c/o Southvale Group, 502 Washington Avenue, 8<sup>th</sup> FL, Towson, Maryland 21204.

2. LEASED PREMISES. Landlord is the owner of the Property. Landlord does hereby lease unto Tenant and Tenant does hereby rent from Landlord the "Leased Premises" as more particularly described on Exhibit "A" attached hereto, incorporated herein and initialed by the parties.

3. TERM. This Lease shall be for an initial term of seven (7) years (the "Lease Term") commencing at 12:01 a.m. on Lease Commencement Date. Each respective period of twelve (12) successive calendar months during the Lease Term or any renewals thereof commencing with the first full calendar month during the Lease Term shall be hereinafter referred to as the "Lease Year".

In the event that the Landlord shall be unable, by reason of construction or other delays which are not the fault of the Landlord, to deliver possession of the Leased Premises on the Lease Commencement Date, then this Lease shall nevertheless continue in full force and effect, and Tenant shall have no right to rescind, cancel or terminate the same if possession is given within forty-five (45) days thereafter; provided, however, that in such event Tenant's liability for rent shall commence on the date on which Landlord shall deliver

possession to Tenant, which date shall thereafter be deemed the Lease Commencement Date for all purposes of the Lease. Whether or not Landlord shall deliver possession of the Leased Premises on the Lease Commencement Date, or within such additional forty-five day period, Tenant agrees that in no event shall Landlord be liable for damages, if any, sustained by Tenant as a result of Landlord's failure to deliver possession.

On the Lease Commencement Date or such later date as Landlord may request, Tenant shall promptly enter into one or more supplementary written agreements in such form as Landlord shall prescribe, thereby specifying the date as of which the Lease Term shall have begun, and also of which the Lease Term shall end.

4. SECURITY DEPOSIT. Tenant, contemporaneously with the execution of this Lease, shall deposit with Landlord the sum of Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33), as a security deposit (the "Deposit") which, to the extent the same has not been applied or exhausted pursuant to the further terms hereof, shall be returned by Landlord to Tenant following the expiration of the Lease Term. Landlord shall have the right to apply the Deposit to cure any breach by Tenant of any of Tenant's obligations or duties pursuant to this Lease, and Landlord shall be entitled upon any such application of the Deposit to require Tenant immediately to restore the same to the dollar amount set forth in this Section. Landlord shall be entitled to the full use of the Deposit, shall not be required to escrow or otherwise segregate the Deposit, and no interest shall accrue thereon or be paid or payable by Landlord with respect to the Deposit.

5. USE. Permitted Use as set forth above.

6. BASIC ANNUAL RENT. Tenant shall pay to Landlord during the Lease Term "Basic Annual Rent" of One Hundred Fourteen Thousand Four Hundred and 00/100 Dollars (\$114,400.00) for the first lease year, payable in equal monthly installments of Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33) without any deductions or set-offs, and without demand, in advance on the First of each and every calendar month and shall be applicable to the next succeeding month during the Lease Term first year; provided, however, that if the Lease Term shall commence on a day other than the first day of a month, Tenant shall pay on the Lease Commencement Date for the fractional part of a month at the beginning of the term, a prorated amount of one month's rent. **Notwithstanding anything to the contrary herein contained, monthly rent for the first six (6) months of the Lease Term (the first of which is a partial month) shall be abated by Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per month, so that monthly rent for the first six (6) months shall be Five Thousand Thirty-Three and 33/100 Dollars (\$5,033.33).** Subject to the preceding sentence, the Annual Rent and Renewal Rates increase as follows:

<u>RENTAL RATE</u>	<u>ANNUAL RATE</u>	<u>MONTHLY RATE</u>
Lease Year # 1	\$ 240,000.00	\$20,000.00
Lease Year #2	\$ 240,000.00	\$20,000.00
Lease Year #3	\$ 240,000.00	\$20,000.00
Lease Year #4	\$ 247,200.00	\$20,600.00
Lease Year #5	\$ 254,616.00	\$21,218.00
Lease Year #6	\$ 262,254.48	\$21,854.54
Lease Year #7	\$ 270,122.11	\$22,510.17

7. ADDITIONAL DEFINITIONS. For the purposes of this Lease, the following meanings or definitions shall apply:

(a) "Base Tax Year" shall mean July 1, 2017, through June 30, 2018.

(b) "Taxes" shall mean any present or future federal, state, municipal, local and/or any other taxes, assessments, levies, benefit charges, and/or other governmental and/or private impositions, levied, assessed and/or agreed to be imposed upon the Real Property of which the Leased Premises are a part or any part or parts of said Real Property, or upon the rent due and payable hereunder, whether or not now customary or

within the contemplation of the parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, foreseen or unforeseen, or similar or dissimilar to any of the foregoing but shall not include any inheritance, estate, succession, income, profits or franchise tax, provided, however, if at any time during the Lease Term or any extension thereof the methods of taxation prevailing at the commencement of the term shall be altered or eliminated so as to cause the whole or any part of the replaced by a levy, assessment or imposition, wholly or partly as a capital levy, or otherwise, on the rents or income (provided the tax on such income is not a tax levied on taxable income generally) received from the Property, wholly or partly in place of an imposition on or as a substitute for, issued against the Real Property, then the charge to Landlord resulting from such altered or replacement method of taxation shall be deemed to be within the definition of "Taxes". At Tenant's request or on its own option, landlord may contest any increase in Taxes or in the assessments of the Real Property. If Tenant requests that the Landlord pursue such contest and Landlord refuses to do so, then the Tenant may pursue such contest in the Landlord's name, but any such (including attorney's fees and cost) incurred by Landlord in contesting any increase in Taxes or any increase in the assessment of the Real Property shall be included as an item of Taxes for the purpose of computing additional rent due hereunder.

(c) "Real Property" shall mean the Property, the lot upon which the Property is situated and all fixtures, equipment and other improvements in or upon said land and/or Property, and shall include the sidewalks, areaways, parking areas, loading areas, gardens and lawns.

(d) "Insurance" shall mean all insurance of whatsoever nature kept or caused to be kept by Landlord out of or in connection with its ownership of the Property and/or on the Real Property, the Property, equipment, fixtures and other improvements installed and/or owned by Landlord and used in all alterations, rebuildings, replacements and additions thereto, including, but not limited to, insurance insuring the same against loss or damage by, or abatement of rental income contingencies (including, but not limited to, war risk insurance, if available), liability and indemnity insurance.

8. RENT ADJUSTMENT - TAXES. In the event that the Taxes levied or assessed against the Real Property or the Property for any tax year while this Lease is in effect shall be greater than the Taxes attributable to the Base Tax Year, Tenant shall pay to Landlord, as additional rent during the lease year in which such tax increase takes place and during each lease year thereafter (subject to further adjustment in the event of other increases in Taxes), its Portion of such increase.

As of the date of this Lease, the tax year is a fiscal year commencing July 1. If the appropriate authorities shall hereafter change the tax year to a calendar year, or to a fiscal year commencing on a date rather than July 1, appropriate adjustments shall be made in the computation of additional rent due hereunder.

RENT ADJUSTMENT – INSURANCE. Tenant agrees to pay, as additional rent, within thirty (30) days after being billed therefore by Landlord, which bill shall be accompanied by copies of supporting invoices, 49.5% of any and all increases in the insurance premiums charged Landlord; for Landlord's fire, extended coverage and liability insurances, including umbrella coverage with respect to the Property, over and above those insurance premiums for comparable insurances that were charged Landlord during the first Lease Year.

RENT ADJUSTMENT - COMMON AREA EXPENSES. In the event that the common area expenses incurred by the Landlord for any year while this Lease is in effect shall be greater than the common area expenses attributable to the first Lease year, Tenant shall pay to the Landlord, as additional rent during the Lease year thereafter (subject to further adjustment in the event of other increases in common area expenses), its portion of such increase.

Common area expenses are those expenses incurred by the Landlord in connection with the Landlord's maintenance and repair of the common areas of the Real Property, including, but not limited to the driveways, parking areas, sidewalks and steps and in



keeping same free and clear of ice, snow, and debris; maintenance of all grass and landscaping on the Real Property, including any utility rooms and security systems, and repair of normal wear and tear of the roof and caulking; trash removal from dumpsters on the Real Property, if any; and monitoring and repairing all common utilities, including water, sewage, unmetered or metered sprinkler and exterior electrical utilities and lighting on the Real Property. Accordingly, Tenant hereby agrees to pay to Landlord, as additional rent, and simultaneously with the monthly payments of Basic Annual Rent, 49.5% per month as Tenant's portion, of total cost of increases in common area expenses, plus an additional 49.5% of any increases in water and sewer expenses after the first Lease year.

9. UTILITIES. Tenant shall pay on a timely basis to the appropriate utility or other supplier, all charges for electricity, light, heat, and power, telephone and other communication services, used, rendered, and/or supplied upon or in connection with the Leased Premises.

10. PAYMENTS. All payments or installments of any rent hereunder and all sums whatsoever due under this Lease (including attorney's fees) shall be deemed to be additional rent and shall be paid to Landlord at the address designated for notice to Landlord herein, or as otherwise designated by Landlord, and if not paid within ten days of when due, shall bear a late charge equal to 10% of the total rent in arrears in consideration of Landlord's additional expense caused by such failure to pay. In addition, Tenant covenants and agrees to pay Landlord, as additional rent hereunder, interest on the unpaid balance of any moneys overdue hereunder in the amount of one and one-half percent (1.5%) per month (or portion thereof) until such moneys are paid in full. Such late charges and interest shall be payable simultaneously with the arrearages payment, without demand. Time is of the essence with respect to Tenant's monetary obligations in this Lease. Although payments provided by this Section 10 are measured and determined by increases in Taxes, common area expenses, and charges for utilities, said payments are, and shall be deemed to be, additional rent. Tenant's payment of an increase in its share of common area expenses shall be without prejudice to Tenant's right to verify such expenses pursuant to Section 9 of this Lease and without prejudice to Tenant's right to contest the accuracy of the adjustment in its share of common area expenses, based on such verification. However, Tenant shall pay the full amount of its share, so adjusted, pending resolution of any dispute as to Tenant's share of common area expenses. Any additional rent called for in this Section 10 shall be due within thirty (30) days after the Landlord has submitted a written statement to Tenant showing the amount due, and Tenant's obligation to pay such additional rent shall survive the termination of this Lease.

11. REQUIREMENTS OF THE LAW. Tenant shall, at the sole cost and expense of Tenant, observe and comply with all laws, requirements, rules, orders, ordinances and regulations applicable to the Leased Premises, the Real Property or the Property, and agrees to comply with all Rules and Regulations attached hereto as Exhibit B.

12. TENANT'S IMPROVEMENTS. Tenant shall not make any alterations, installations, additions and/or improvements to the Lease Premises, including but not limited to, the installation of any fixture, equipment, appliances or other apparatus (collectively, the "Work"), without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord, which consent or approval shall not be unreasonably withheld. All such Work shall be done under the general supervision of Landlord to assure standard quality improvements on the Real Property. All such Work done by movable furniture and trade fixtures put in at the expense of Tenant, shall be property of Landlord shall remain upon and be surrendered with the Leased Premises at the termination of this Lease without molestation or injury; provided, however, that Landlord may elect to require Tenant to remove all or any part of said Work at the expiration of this Lease, in which event such removal shall be done at Tenant's Sole cost and expense. Tenant shall, at its sole cost and expense, repair any damage to the Leased Premises and or the Property caused by such removal or by the removal of its personality.

13. CONDITION OF PREMISES. Tenant shall at all times during the Lease Term take good care of and keep the Leased Premises and the improvements, fixtures, equipment and appurtenances therein (including, but not limited to, interior locks and

hardware, pipes, plumbing, water and sewer machinery, and light fixtures) in good order and condition necessary repairs thereto resulting from Tenant's use and occupancy of the Leased Premises or from the acts or omissions of the Tenant, its agents, employees, or visitors, including but not limited to normal wear and tear. Said repairs shall be in quality and class at least equal to the original work. At the expiration of the Lease Term, or at the sooner termination of this Lease as herein provided, Tenant shall deliver up the Leased Premises in the same good order and condition, reasonable wear and tear excepted, as at the beginning of the tenancy, broom clean and (subject to the provisions of paragraph 7) Tenant shall remove all of its property and/or property maintained and/or stored for or on the account of others therefrom prior to such termination. Landlord shall maintain the structured shell including exterior walls (but excluding windows), downspouts, and the roof, so long as such maintenance is not required as a result of any acts of Tenant, or Tenant's agents, employees or visitors.

14. CONDUCT ON PREMISES. Tenant shall not do, or permit anything to be done in the Leased Premises, or bring or keep anything therein which will, in any way, increase the rate of fire or other insurance maintained on the Real Property by Landlord, or invalidate or conflict with the fire insurance policies on the Real Property; ~~obstruct~~ or interfere with the rights of Landlord or other tenants; or interfere with the good order of the Property. Tenant agrees that any increase in fire or other insurance premiums on the Real Property and/or the contents thereof caused by the use of occupancy of Tenant shall, as they occur or accrue, be added to the rent heretofore reserved and be paid as a part thereof; and Landlord shall have all the rights and remedies for the collection of same as are conferred upon Landlord for the collection of rent provided to be paid pursuant to the terms of this Lease.

15. INSURANCE. At all times during the Lease Term, Tenant, at its sole cost and expense and as additional rental, shall provide and keep in full force and effect a policy of public liability and property damage insurance, naming Landlord as an insured, with respect to the Lease Premises and the business of Tenant in, on within, from or connected with the Leased business of Tenant in, on within, from or connected with the Leased Premises, pursuant to which the limits of liability shall be Two Million Dollars (\$2,000,000.00) in respect to injuries to or death of any one or more person in respect to any one occurrence and in respect to destruction or damage to property shall be One Hundred Thousand Dollars (\$100,000.00). Said insurance policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Said insurance policy shall be carried with an insurance company approved by Landlord, and a certificate of insurance shall be delivered to Landlord at the inception of each policy and renewal thereof. This approval cannot be unreasonably withheld.

16. MECHANICS' AND MATERIALMEN'S LIENS AND OTHER LIENS. Tenant shall not do or suffer to be done any act, matter or thing whereby the Leased Premises (or Tenant's interest therein), or any part thereof, shall be encumbered by any mechanics' or materialmen's lien and/or any other lien or encumbrance. Tenant shall discharge, within thirty (30) days after the date of filing, any mechanic's or materialmen's liens filed against the Leased Premises (or Tenant's interest therein) or any part thereof or to be furnished to Tenant.

17. TENANT'S FAILURE TO PERFORM. In the event that Tenant shall fail, after fifteen (15) days written notice from landlord, to keep the Leased Premises in the state of condition and repair required by this Lease, to do any act and/or to perform any term of covenant on Tenant's part required under this Lease (other than the payment of rent or additional rent hereunder), Landlord may (at its option, but without being required to do so) immediately, or at any time thereafter and without notice, perform the same for the account of Tenant (including, but not limited to, entering upon the Leased Premises at any time to make repairs). Any costs incurred by landlord in so performing Tenant's obligations, together with an interest on such sums at a rate of one and one-half percent (1.5) per month, shall be deemed additional rent and shall be due within ten (10) days of receipt of a statement therefore from Landlord. All rights given to Landlord in this Section shall be in addition to any other right or remedy of Landlord herein contained.

18. LOSS, DAMAGE, INJURY.

(a) Tenant hereby expressly agrees that Landlord shall not be liable or responsible in any manner for any damage or destruction to the property of Tenant or any other person or entity and/or for injury or death to the person of Tenant or of any other person or entity directly or indirectly due to any cause whatsoever other than the willful misconduct or negligence of Landlord, or Landlord's contractors, servants, employees, agents, licensees and/or invitees.

(b) Tenant shall indemnify and hold harmless for all losses, costs and expenses (including attorney's fees), settlement payments and, whether or not reduced to final judgment, all liabilities, damages and/or fines paid, incurred or suffered by Landlord: (i) by reason of any breach, violation and/or nonperformance by Tenant and/or Tenant's servants, employees, agents, licensees or invitees, or any covenant or provision of this Lease; (ii) by reason of or arising out of the negligent occupancy or use by Tenant of the Leased Premises, the Property and/or the Real Property, or any part thereof; (iii) by reason of or arising out of any claim, action, suite or proceeding, threatened instituted and/or made against Landlord, arising out of or in connection with Tenant's negligent use and/or occupancy of the Leased Premises; and/or (iv) from any other cause whatsoever due to the carelessness, negligence, intentional, wanton and/or improper conduct of Tenant and/or Tenant's contractors, servants, employees agents, licensees and/or invitees.

19. DESTRUCTION - FIRE OR OTHER CASUALTY. In the event of partial or total damage or destruction insured against by Landlord to the Leased Premises by fire, other casualty, or any other cause whatsoever (except condemnation), Tenant shall give immediate notice thereof to Landlord and (a) this Lease shall continue in full force and effect, and (b) Landlord, to the extent that insurance proceeds respecting such damage and destruction are subject to being utilized for and, in fact, may be utilized by Landlord therefore, shall thereupon cause such damage or destruction to property owned by Landlord to be repaired with reasonable speed at the expense of Landlord, due allowance being made for reasonable delay which may arise by reason of adjustment or loss under insurance policies on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control, and to the extent that the Leased Premises are rendered untenable, the rent shall proportionately abate. In event the damage or destruction shall be so extensive to the Property as to render it uneconomical, in Landlord's opinion, to restore the Lease premises for the use of Tenant as specified herein or Landlord shall decided not to repair or rebuild the Property, this Lease, at the option of Landlord, shall be terminated upon written notice to Tenant, which notice shall be given within forth-five (45) days after such event, be paid to or adjusted as of the date of such damage, and the terms of this Lease shall expire by lapse of time upon the third day after such notice is mailed. Tenant shall thereupon vacate the Leased Premises and surrender the same to Landlord, but no such termination shall release tenant from any liability to Landlord arising from such damage or from any of the obligations or duties imposed on Tenant hereunder prior to such termination.

20. EMINENT DOMAIN. If all or substantially all of the entire Leased Premises shall be taken (either temporarily or permanently) for public purposes, or in the event Landlord shall convey or lease all of substantially all of the Real Property to any public authority in settlement of a threat of condemnation of taking, the rent shall be adjusted to the date of such taking or leasing or conveyance, and this Lease shall thereupon terminate. If only a portion of the Leased Premises shall be so taken, leased or condemned, and as a result of such partial taking, Tenant is reasonable able in Tenant's opinion to use the remainder of the Leased Premises for the purpose intended hereunder, then this Lease shall not terminate but, effective as of the date of such taking, leasing or condemnation, the rent hereunder shall be abated in an amount thereof proportionate to the area of the Lease Premises so taken, leased or condemned. In the event of a taking, leasing or condemnation as described in the Section, whether or not there is a termination hereunder, Tenant shall have no claim against Landlord, other than an adjustment of rent, to the date of taking, leasing or condemnation, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result or in settlement of such proceedings, or threat, except that Tenant shall be entitled to receive any portion of said damages allocated to or awarded on account of interruption of Tenant's business, relocation of

Tenant's business operations, or a taking of Tenant's trade fixtures.

21. ASSIGNMENT. Tenant covenants and agrees that the Leased Premises shall be used and occupied only by Tenant and only for the purpose above mentioned, in a careful, safe and proper manner. Tenant, for itself, its heirs, distributees, personal representatives, legal representatives, successors, and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublease, or use or permit the Leased Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent shall be given solely within the discretion of Landlord. In the event that Landlord shall give such consent, Tenant shall nevertheless remain primarily liable for the terms of this Lease and shall not be relieved from any liability whatsoever under this Lease. Tenant shall bear the reasonable legal review cost incurred by Landlord in connection with such assignment of sublease.

In the event that the amount of the rent to be paid to Tenant by an assignee or sublessee is greater than the rent required to be paid by Tenant to Landlord pursuant to this Lease, Tenant shall pay to Landlord any such excess as is received by Tenant from such assignee or sublessee. Any consent by Landlord to an assignment of subletting of this Lease shall not constitute a waiver of the necessity of such consent to assign this Lease or to sublease all of any substantial portion of the Leased Premises, Landlord shall have the right and option to terminate this Lease, which right or option shall be exercisable by written notice from Landlord to Tenant within thirty (30) days from the date Tenant gives Landlord written notice of its intention to assign or sublease.

Any levy or sale in execution, or any assignment or sale in bankruptcy or insolvency, or the appointment of a receiver or trustee of any of the property of Tenant by a state or federal court, or the transfer of majority control of Tenant other than as a result of the death or disability of Tenant's present shareholder (whether by operation of law, sale, lease, transfer, gift, merger, consolidation or otherwise) to persons or entities other than those maintaining majority control of Tenant on the date hereof shall be deemed as assignment with the meaning of this section.

If this Lease be assigned, without Landlord's consent, or if the Leased Premises or any part thereof be subleased or occupied by anybody other than Tenant without Landlord's consent, then (i) all expenses incurred by Landlord in connection therewith, but not limited to, brokerage fees, attorney's fees, costs and expenses incurred by Landlord's agents, servants, independent contractors, and employees, shall be the obligation and shall be immediately paid by tenant at its sold cost and expense upon the receipt of a statement therefore from Landlord, and (ii) Landlord may, after default by Tenant, collect rent from the assignees, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of tenant from the further observance and performance by Tenant of the covenants herein contained.

22. DEFAULTS.

(a) Each of the following shall be deemed a default by Tenant under this Lease and a breach of this Lease:

(1) The making by Tenant of an assignment for the benefit of Creditors;

(2) The filing of a petition by or against Tenant for debtor relief as defined under the Federal Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization, arrangement or other rehabilitation within the meaning of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, in each case filed by a party other than Tenant, if not bonded or discharged within thirty (30) days of the date of filing; for purposes of this subsection, the word "Tenant" shall include any guarantor or Tenant's obligations under this Lease;

(3) The suspension of business by Tenant or any act by Tenant amounting to a business failure;

(4) The filing of a tax lien in an amount greater than one thousand dollars (\$1,000.00) against the property of Tenant;

(5) Tenant's causing or permitting the Leased Premises to be vacant, the abandonment of the Leased Premises by Tenant and/or the cessation by Tenant of active use of the Leased Premises for the purpose specified herein;

(6) Failure of Tenant to make payment of the rent herein reserved, or any part thereof, or any other sum required by the terms of this Lease (including late charges and interest thereon as provided herein) when due or 10 days after written notice;

(7) A material breach by Tenant in the performance of any other term, covenant, agreement or condition of this Lease, on the part of Tenant to be performed, for a period of fifteen (15) days after service of notice by Landlord upon the Tenant.

(b) All rights and remedies of either party to this Lease enumerated shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or equity or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums shall mature hereunder. The failure of either Landlord or Tenant to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant, term condition, right or option, but the same shall continue and remain in full force and effect unless the contrary is expressed in writing by the party sought to be charged with such waiver or relinquishment. The receipt of the payment of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. No waiver by either party of any provisions hereof shall be deemed to have been made unless expressly in writing and signed by the party to be charged with such waiver.

(c) In the event of a default of the nature set forth above, the non-defaulting party may, at any time thereafter at its election, without further notice to the defaulting party, terminate this Lease and Tenant's right to possession of the Leased Premises; and in case of a default by Tenant, Landlord may, with or without legal process, take possession of the Leased Premises, and remove Tenant, any occupant, and any property therefrom, without relinquishing any rights of Landlord against Tenant. Landlord will give Tenant written notice of such default and five (5) business days to correct such default.

(d) If this Lease is terminated as set forth above, Tenant shall be obligated to, and shall pay to Landlord as damages, upon demand, and Landlord shall be entitled to recover any proceedings or action which shall have been necessary in connection with such breach; and the expenses of re-renting the Leased Premises (including, but not limited to, any commissions paid to any real estate agent in connection therewith, and attorney's fees), plus one of the following two alternatives which alternative shall be elected by Landlord in its sole and absolute discretion:

(1) liquidated damages, in an amount which, at the time of such termination is equal to the excess, if any, of the installments of Basic Annual Rent and the aggregate of all sums payable hereunder as additional rental (the "Additional Rental") (for such purpose considering the annual amount of such Additional Rental to be equal to the amount thereof due during the twelve months preceding such default, or if less than twelve months have elapsed at such time, such amounts as would have been due on an annual basis) reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, over the rental value of the Leased Premises, as determined by an independent real estate appraiser selected by Landlord, for such unexpired portion of the then current term of this Lease, said amount

to be discounted at the discount rate then in effect at the Federal Reserve Bank, in Baltimore; or

(2) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in an amount or amounts equal to the excess, if any, of the sum of (i) the aggregate expenses paid by Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by Tenant, plus (ii) an amount equal to the amount of the installment of Basic Annual Rent which would have been payable by Tenant hereunder in respect of such calendar month had this Lease and the Lease Term not been so terminated, and (iii) the monthly average of the Additional Rental paid in the lease year or annualized portion thereof immediately preceding such default, over the rents, of any, in fact, collected by Landlord in respect of such calendar month pursuant to either re-renting, or from any existing permitted subleases. Any suit, action or proceeding brought to collect the amount of deficiency for any calendar month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

(e) No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Leased Premises by Landlord, regardless of the term of such new lease. Separate actions may be maintained each month by landlord against Tenant to recover the damages then due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages.

23. ACCEPTANCE OF LEASED PREMISES. Tenant's occupancy of the Leased Premises shall constitute acceptance thereof as complying with all requirements of Tenant and Landlord with respect to the condition, order and repair thereof, except as to such deficiencies as may be specified in writing by Tenant to Landlord within ten (10) days of the Commencement Date.

24. ACCESS TO PREMISES AND CHANGE IN SERVICES. Landlord and/or the authorized representative of Landlord or any mortgagee or deed of trust holder shall have the right, without abatement of rent, to enter the Leased Premises at any reasonable hour upon such advance notice as is reasonable in the circumstances (or at any time in the event of an emergency) to examine the same and/or to make such repairs, improvements and alterations a Landlord and/or such authorized representatives shall deem necessary (but Landlord shall not be obligated to do so) for the safety and preservation of the Property, or for any other reasonable purpose whatsoever.

25. TENANT IMPROVEMENTS. Tenant agrees to occupy Premises in its "as is" condition, except that Landlord, at Landlord's sole cost and expense, shall improve and buildout the Leased Premises into an outpatient substance abuse/detox facility with building standard finishes in accordance with Use and Occupancy standards for such facility. Buildout will be in accordance with the floor plan and drawings to be provided by Tenant to Landlord within the first month of Lease Commencement Date. Costs for said improvements shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000). Landlord shall endeavor to complete said improvements by July 5, 2018; provided, however, Rent shall abate by \$4,500 for each month that said improvements are not completed.

26. ESTOPPEL CERTIFICATES. Each of the parties hereto each agree at any time and from time to time upon not less than five (5) days prior notice by the other party to execute, acknowledge and deliver to the other party a statement in writing certifying, among other matters, that this Lease is unmodified and in full force and effect (or, as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, either party is in breach and/or default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such breach and/or default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any party not a party to this Lease.

27. WARRANTY OF QUIET ENJOYMENT. If Tenant pays all of the Basic Annual Rent and Additional Rent and other amounts specified in this Lease when due (or within any grace period allowed) and perform all of the covenants, terms, and conditions of this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease.

28. SUBORDINATION. Tenant accepts this Lease, and the tenancy created hereunder, subject and subordinate to any leases, security interests, mortgages, deeds of trust or other financing arrangements now or hereafter a first lien upon or affecting the Property or any part or parts thereof and to any extensions, modifications or amendments thereof. Tenant shall, at any time hereafter, on request, execute any instruments which may be required to subordinate Tenant's interest hereunder to such lien and the failure of Tenant to execute any such instruments shall constitute a default hereunder; provided, however, that with respect to any loans made by Landlord after the Commencement Date secured by an interest in the Property, landlord will use its best efforts to obtain a non-disturbance agreement from the lender in favor of the Tenant.

29. ATTORNMEN. Tenant agrees that upon any termination of Landlord's interest in the Leased Premises, Tenant shall, upon request, attorn to the person or entity then holding title to the reversion of the Leased Premises (the "Successor") and to all subsequent Successors, and shall pay to the Successor all rents and other monies required to be paid by the Tenant, hereunder and perform all of the other covenants, agreements, provisions, conditions, obligations and/or duties of Tenant in this Lease contained.

30. NOTICES. All notices, demands and requests required under this Lease shall be in writing and shall be deemed to have been given if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in (n) and (o) of Section 1 of this Lease. Either party may designate a change of address by written notice to the other Party.

31. LANDLORD'S LIABILITY. The term "Landlord" as used in this Lease means only the owner, the mortgagee, or the trustee of the beneficiary under a deed of trust, as the case may be, for the time being, of the Property (or the owner of a lease of the Property), so that in the event of any transfer the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder thereafter accruing. It is understood that Landlord is a Maryland entity, and that no officer, member, authorized person, employee or agent, of said entity, as it may now or hereafter be constituted, shall have any personal liability to Tenant and/or any person or entity claiming under, by or through Tenant upon any action, claim, suit or demand brought under or pursuant to the terms and conditions of this Lease and/or arising out of the use or occupancy by Tenant of the Leased Premises; provided, however, that nothing contained in this Section shall prevent Tenant from seeking to recover against the property of said corporation or the proceeds thereof.

Whether Landlord or any successor in interest be an individual, partner or corporation, Tenant shall look solely to the estate and property of Landlord in the Premises (or the proceeds of sale thereof, if any) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and conditions of the Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

32. SEPARABILITY. If any term or provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. CAPTIONS. All headings anywhere contained in this Lease are intended for convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

34. RECORDATION. The parties hereto covenant that if at any time either party hereto shall request the recordation of this Lease, Tenant shall execute such acknowledgments as may be necessary to effect such recordation, and the party requesting recordation shall pay all recording fees, transfer taxes and/or documentary stamp taxes payable on, and/or in connection with such recordation.

35. SUCCESSORS AND ASSIGNS. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors, personal and legal representatives and their permitted assigns.

36. HOLDING OVER. This Lease shall terminate as provided herein. In the event that Tenant shall improperly remain in possession of the Leased Premises after the expiration of the term or earlier termination of this Lease as herein provided, such holding over shall constitute a breach of this Lease and, in addition to any damages or losses suffered or incurred by Landlord, Tenant shall be liable for twofold (2x) the aggregate Rent Due, payable upon the same terms and conditions as herein provided. Landlord shall have the exclusive option to treat this Lease as a tenancy from month-to-month only (terminable upon thirty (30) days' notice by either party to the other) or to bring an action against the Tenant as a tenant wrongfully holding over.

37. COMMISSIONS. Landlord recognizes Sam Tenenbaum of Pickwick Realty as the sole broker procuring this Lease and shall pay said broker a six percent (6%) commission therefor pursuant to a separate agreement between said broker and Landlord. Landlord and Tenant each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

38. AUTOMATIC RENEWALS. Unless Tenant or Landlord provides written notice to the other party at least ninety (90) days prior to the termination of the Lease or an Extension Period of its intention for the Lease not to extend as set forth herein, the Lease Term shall automatically extend for an additional Three (3) year period ("Extension Period"). The terms, covenants and conditions for each renewal period are as set forth herein for the original term, including Annual Fixed Minimum Rent Escalation Percentage and Tenant's Pro-Rata Share for Operating Expenses and Real Estate Taxes.

39. MISCELLANEOUS.

(a) As used in this Lease, and where the context requires: (1) the masculine shall be deemed to include the feminine and the neuter and vice-versa; and (2) the singular shall be deemed to include the plural and vice-versa.

(b) This Lease was made in the State of Maryland and shall be governed by and construed in all respects in accordance with the laws of the State of Maryland.

(c) Landlord and Tenant do hereby waive trial by jury in any action, suit, proceeding and/or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, any claim of injury or damage and/or any statutory remedy.

(d) Tenant covenants and agrees that it shall not inscribe, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any



door, partition or other part of the interior or exterior of the Property without prior written consent of Landlord. If such consent be given by Landlord, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Landlord, or a company approved by Landlord, but the cost of the same shall be charged to and be paid by Tenant, as additional rent thereunder, and Tenant agrees to pay the same promptly, on demand.

(e) Tenant covenants and agrees that it shall not attach or place awnings, antennae or other projections to the outside walls or any exterior portion of the Property and that no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Landlord.

(f) Tenant further covenants and agrees that it shall not pile or place or permit to be placed any goods on the sidewalks or parking lots in the front, rear or side of the Property or in a place in any manner so as to block said sidewalks, parking lots and loading areas and/or not to do anything that directly or indirectly will take away any of the rights of ingress or egress or of light from any other tenant of Landlord in the Property.

(g) Tenant, Tenant's servants, agents, invitees, employees and/or licensees shall not park on, store on, or otherwise utilize any parking or loading areas on the Real Property, except as shown on Exhibit "A" and then only in the parking places designated by Landlord for such parking and in accordance with such reasonable rules and regulations as Landlord may from time to time promulgate with respect thereto.

(h) Except as otherwise specifically provided in this Lease, no deduction, offset, abatement, refund or diminution of rent or additional rent due hereunder shall be claimed by or allowed to Tenant, or any person claiming under it, under any circumstances.

(i) In the event a party desires to take any action contemplated by this Lease, but such action is specified herein as requiring the consent of the other party, such consent shall not be unreasonably withheld.

40. HAZARDOUS MATERIAL. Tenant's Agreements. Tenant warrants and agrees that Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises or the Property or if contamination of the Premises or the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space in the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any appropriate authority because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all

actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer otherwise permitted pursuant to this Lease if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Material; (ii) the proposed Transferee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from such transferee's actions or use of the property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any appropriate authority in connection with the use, disposal or storage of a Hazardous Material.

41. WAIYER OF JURY TRIAL. LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PARTY ON ANY AND EVERY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR WITH RESPECT TO THIS LEASE, INCLUDING, WITHOUT LIMITATION, THE RELATION OF LANDLORD AND TENANT, THE USE AND OCCUPANCY BY TENANT OF THE PREMISES, ANY STATUTORY REMEDY AND/OR CLAIM OF INJURY OR DAMAGE REGARDING THIS LEASE. THIS WAIYER CONSTITUTES A WAIYER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN LANDLORD OR TENANT. LANDLORD AND TENANT MAKE THIS WAIYER KNOWINGLY, WILLINGLY AND VOLUNTARILY. EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS MUTUAL WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. IF LANDLORD COMMENCES ANY PROCEEDINGS FOR THE NON-PAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION ANY SUCH PROCEEDING. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

WITNESS:

LANDLORD:

WOODLAWN HOLDINGS, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Date:

WITNESS:

TENANT:

FOUNDATIONS RECOVERY  
CENTER, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Date:

## RULES AND REGULATIONS – EXHIBIT A

1. Tenant shall not obstruct or permit its agents, clerks or servants to obstruct in any way, the sidewalks, entry passages, corridors, halls or stairways of the Property, or use the same in any other way than as a means of passage to and from the office of Tenant; bring in, store, test or use any materials in the Property which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper noises in the Property; throw substances of any kind out of the windows or doors, or in the halls and passageways of the Property.

2. Water closets and urinals shall not be used for any purposes other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper, or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water is prohibited.

3. Tenant shall not (i) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls, or other places in the Property, or (ii) inscribe, paint, affix, or otherwise display signs, advertisement or notices in, or, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Property without the prior written consent of Landlord. If such consent be given by Landlord, any sign, advertisement or notice shall be inscribed, painted or affixed by Landlord, or a company or person approved by Landlord, but the cost of the same shall be charged to and be paid by Tenant and Tenant agrees to pay the same promptly, on demand.

4. When electric wiring of any kind is introduced, it must be connected as directed by Landlord and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord.

5. No additional lock or locks shall be placed by Tenant on any door in the Property, without prior written consent of Landlord. Two keys will be furnished Tenant by Landlord; two additional keys supplied to Tenant by Landlord, upon request, without charge; any additional keys requested by Tenant shall be paid for by Tenant. Tenant, its agents and employees, shall not change any locks. All keys to doors shall be returned to Landlord at the termination of the tenancy and in the event of loss of any keys furnished, Tenant will pay Landlord the cost of replacing the lock or locks to which keys were fitted and for the keys so lost.

6. Tenant is responsible for the cleaning of Tenant's premises. Landlord shall not be responsible to Tenant for any loss of property from the premises however occurring or for any damage done to the effects of Tenant by such janitors or any of its employees or by any other person or any other cause.

7. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises.

8. Tenant shall not conduct, or permit any other person to conduct, any auction upon the premises; manufacture or store goods, wares or merchandise upon the premises, without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant in the conduct of its business; permit the premises to be used for gambling; make any unusual noises in the Property; permit to be played any musical instruments in the premises; permit to be played any radio, television, recorded or wired music in such a loud manner so as to disturb or annoy other tenants; or permit any unusual odors to be produced upon the premises.

9. No awnings or other projections shall be attached to the outside walls of the Property. No curtains blinds, shades or screens shall be attached to or hung in or used

in connection with any window or door of the premises without the prior written consent of Landlord. Such curtains, blinds and other shades must be of a quality, type, design, and color and attached in a manner approved by Landlord.

10. Canvassing, soliciting and peddling in the Property are prohibited and Tenant shall cooperate to prevent the same.

11. There shall not be used in the premises or in the Property; either by Tenant or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

12. Tenant, before closing and leaving the premises, shall ensure that all entrance doors are locked.

13. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Property or its desirability as a Property for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

14. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Property:

a. the exclusive right to the use of the name of the Property for all purposes, except that Tenant may use the name as its business address and for no other purpose;

b. the right to change the name or address of the Property, without incurring any liability to Tenant for so doing;

c. the right to install and maintain a sign or signs on the exterior of the Property;

d. the exclusive right to use or dispose of the use of the roof of the Property;

e. the right to limit the space on the directory of the Property to be allotted to Tenant;

f. the right to grant to anyone the right to conduct the particular business or undertaking in the Property.

15. As used herein, the term "Premises" shall mean and refer to the "Leased Premises" as defined in Section 1 of the Lease.

16. Tenant may park in any of the marked spaces on site.

17. The Tenant shall not display any sign, picture, advertisement, awning, merchandise, or notice on the outside or roof of the Property to which the demised premises are a part, nor on the exterior of the demised premises. Tenant may erect one sign, which shall be in conformity, as to size, style, and location, with the signage scheme established by the Landlord for the Property. Tenant may erect a sign only that has prior written approval of the Landlord.

ATTACHMENT 28

October 8, 2018

Baltimore Detox Center LLC  
Att: Mark Gold  
1825 Woodlawn Dr,  
Baltimore, MD 21207

Re: Viability of Proposal for Maryland Health Care Commission

Dear Mark,

I have been engaged to review certain documents provided to me by Baltimore Detox Center, LLC ("BDC") and Amatus Health, LLC and subsidiaries ("AH") in order to make a determination as to the viability of BDC's proposal to the Maryland Health Care Commission with respect to a 24-bed detoxification facility located in Gwynn Oak, Maryland.

I am independent, with respect to BDC, AH and any of their officers and directors and have no financial interest in the determination by the Commission as it relates to the proposal. During my engagement, I have reviewed and analyzed the Balance Sheets, Profit and Loss Statements, and Statement of Cash Flows provided by you for the following:

- Midwest Detox Center LLC
- Midwest Recovery Center LLC
- Fresh Start Recovery Center LLC
- Foundations Recovery Center LLC
- East Point Recovery Center LLC
- Atlanta Detox Center LLC
- Blueprints Recovery Center LLC
- Amatus Health LLC

In addition, I reviewed and analyzed the following information provided by you:

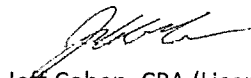
- 5-year projections for BDC
- Projected revenue and expenses, including statement of assumptions included within BDC's application

- Estimated construction budget
- Information pertaining to BDC current credit facility and capacity

In addition to analyzing the above documents, I have also conferred with management as to their assumptions and believe that the assumptions included within the Application are achievable.

It is my conclusion based upon the information made available to me, that (a) BDC and AH generate sufficient free cash flow from continuing operations to fund the necessary working capital & renovation costs identified throughout their proposal and (b) AH currently has enough liquidity to fund the working capital independent of the cash flow from operations.

Sincerely,



Jeff Cohen, CPA (License #CA039051L)

ATTACHMENT 29



## Baltimore Detox Center Referral Agreements and Letters of Support

Category	Facility/Organization	Type of Service Provided
<b>Acute Care Hospital</b>	Greater Baltimore Medical Center (GBMC)  Life Bridge Health Systems	Emergency Medical and Psychiatric Care
<b>Halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs</b>	MISHA House  Turning Corners  Hope House Treatment Center  New Life Addiction Counseling  One Promise Counseling and DUI Education  Concerted Care Group	Halfway House, Addiction Treatment, Recovery Support  DWI Education, Alcohol and Drug Treatment, Relapse Prevention, Family and Individual Counseling and Continued Care Services  Drug and Alcohol Addiction Treatment, Counseling, Medical Care  Outpatient Detox, Alcohol and Drug Treatment, Mental Health  Outpatient Counseling, DUI Education, Repeat Offender Program, Self-Care  Addiction Treatment, Behavioral Health, Primary Care
<b>Local Community Health Center</b>	Harford County Health Department	

**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.


This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Higher Standards Sober Living

Sara Burden CEO / 

Name/Title

3.14.18 \_\_\_\_\_

Date

**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

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This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Evolve Life Centers IOP.

Sara Burden CEO 

Name/Title

3.14.18

Date

**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

(Insert treatment provider) will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.


Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Higher Standards Sober Living  
(Insert treatment provider)  
Sara Burdon CEO 

Name/Title  
3.14.18

Date

**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Evolve Life Centers will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.

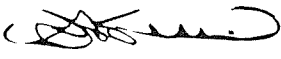
This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Evolve Life Centers IDP

Sara Burden CEO. 

\_\_\_\_\_  
Name/Title  
3.14.18

Date

**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

(Insert treatment provider) will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.


This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Evolve Life Centers

Sara Buiden CEO 

Name/Title  
3.14.18

Date

**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Evolve Life Centers

Sara Buiden CEO. 

Name/Title  
3.14.18

Date

**Baltimore Detox Center**

**Incoming Referral Agreement**

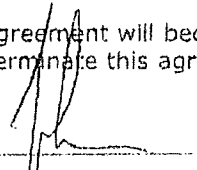
The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
Baltimore Detox Center

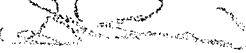
KABIR SINGH / CEO

Name/Title

3-20-18

Date

Evolve Life Centers IOP

Sara Pender CEO 

Name/Title

3-14-18

Date



**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center an Alcoholism and Drug Abuse Intermediate Care Facility for the treatment of alcoholism and drug abuse located at 1825 Woodlawn Drive, Woodlawn, Maryland 21207 and Evolve Life Centers. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Evolve Life Centers will provide the following:

Level I services  
Conventional outpatient services

Level II services  
Intensive outpatient or partial hospitalization services

Level III services  
Residential Treatment Services/Halfway Housing

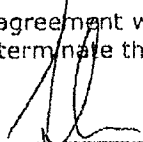
Case management services related to substance abuse treatment

Both parties to this agreement shall provide all services in accordance with all applicable federal and Maryland laws and applicable accreditation standards including confidentiality of client information requirements Both parties agree that all services will be provided without regards to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or any other impermissible basis.

Each party will be responsible for its own acts and omissions with respect to the care and services provided to clients.

Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that each party's services, treatment slots or shelter beds will be available.

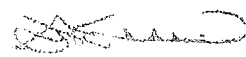
This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
Baltimore Detox Center  
KABIR SINGH / CEO

Name/Title  
3-20-18

Date

Evolve Life Centers IDP

  
Sara Bulden CEO

Name/Title  
3-14-18

Date

**Baltimore Detox Center**

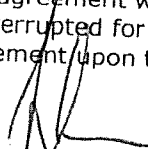
The purpose of this document is to formalize the relationship between Baltimore Detox Center and MISHA House. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

MISHA House will provide the following:

- ✓ **Level I services**  
**Conventional outpatient services**
- ✓ **Level II services**  
**Intensive outpatient or partial hospitalization services**
- Level III services**  
Residential Treatment Services/Halfway Housing
- ✓ **Case management services related to substance abuse treatment**
- ✓ **Transitional Supportive Housing**

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-13-18

Date

  
\_\_\_\_\_  
MISHA House

Monica Scott, Executive Dir.

Name/Title

7/13/18

Date

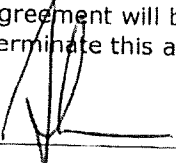
**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and MISHA House. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.



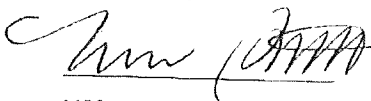
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CFO

Name/Title

7-13-18

Date



\_\_\_\_\_  
MISHA House

Monica Scott, Exec. Dir.

Name/Title

7/13/18

Date

**Baltimore Detox Center**

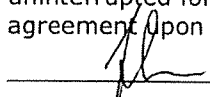
The purpose of this document is to formalize the relationship between Baltimore Detox Center and Turning Corners. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Turning Corners will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

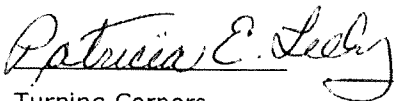
  
\_\_\_\_\_  
Baltimore Detox Center

KARBIR SINGH / CEO

Name/Title

July 2, 2018

Date

  
\_\_\_\_\_  
Turning Corners

Turning Corners

DIRECTOR

Name/Title

July 2, 2018

Date

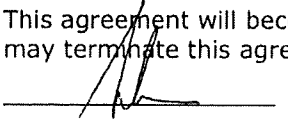
**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Turning Corners This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

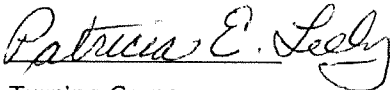
  
\_\_\_\_\_

Baltimore Detox Center  
FABRIK SINGH / CEO

Name/Title

July 2, 2018

Date

  
\_\_\_\_\_

Turning Corners

DIRECTOR

Name/Title

July 2, 2018

Date

**Baltimore Detox Center**

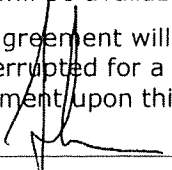
The purpose of this document is to formalize the relationship between Baltimore Detox Center and Hope House Treatment Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

(Insert treatment provider) will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
\_\_\_\_\_  
Baltimore Detox Center

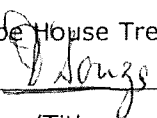
KABIR SINGH / CEO

Name/Title

7-20-18

Date

Hope House Treatment Center

  
\_\_\_\_\_  
Name/Title

Peter DiSonza CEO

Date

July 20, 2018

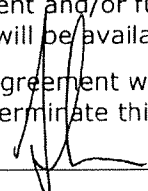
**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Hope House Treatment Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.


  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-20-18

Date

  
\_\_\_\_\_  
Hope House Treatment House

Peter B. Sanza CEO

Name/Title

July 20, 2018

Date

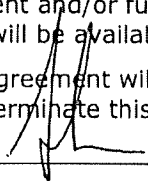
**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Greater Baltimore Medical Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers as well as consumers who do not meet criteria for intensive medically managed (hospital) detoxification.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

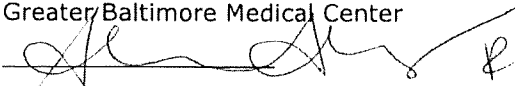
Name/Title

7-2-18

Date

Shannon S Barry

Greater Baltimore Medical Center

  
\_\_\_\_\_  
Name/Title

7/2/18

Date




**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Greater Baltimore Medical Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. This Transfer Agreement is to solidify a process in instances where at any point during consumers stay at Baltimore Detox Center, they may experience acute symptoms or medical/psychiatric emergencies. This agreement is for a possible transfer to Greater Baltimore Medical Center for emergency and acute care. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



---

Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-2-18

Date

Shannon S Barry

Greater Baltimore Medical Center

 RN, MSW

Name/Title

7/12/18

Date

**Baltimore Detox Center**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and New Life Addiction Counseling. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

New Life Addiction Counseling will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

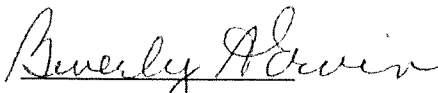
  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH/CEO

Name/Title

6-11-18

Date



\_\_\_\_\_  
New Life Addiction Counseling

Beverly A. Errin, CEO

Name/Title

6-11-18

Date

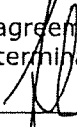
**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and New Life Addiction Counseling. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

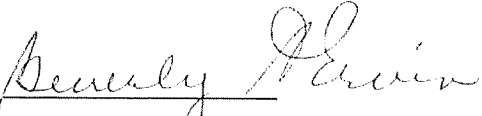
  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

6-11-18

Date

  
\_\_\_\_\_  
New Life Addiction Counseling

Beverly A. Erwin, CEO

Name/Title

6-11-18

Date

**Baltimore Detox Center**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and One Promise Counseling and DUI Education. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CFO

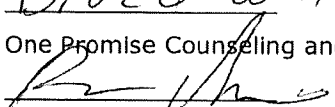
Name/Title

7-2-18

Date

Bruce White

One Promise Counseling and DUI Education

  
\_\_\_\_\_  
Name/Title

7-2-18

Date

**Baltimore Detox Center**

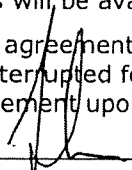
The purpose of this document is to formalize the relationship between Baltimore Detox Center and One Promise Counseling and DUI Education. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

One Promise Counseling and DUI Education will provide the following:

- Level I services  
Conventional outpatient services
- Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-2-18

Date

  
\_\_\_\_\_  
One Promise Counseling and DUI Education

Name/Title

CEO

Date

7-2-18



# CONCERTED CARE GROUP Integrated Wellness Center

## Baltimore Detox Center/ Concerted Care Group

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Concerted Care Group. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Concerted Care Group will provide the following:

- X Level I services  
Conventional outpatient services
- X Level II services  
Intensive outpatient or partial hospitalization services
- Level III services  
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-5-18

Date

\_\_\_\_\_  
Barbara Wahl, COO

Name/Title

7/5/18

Date

[Signature]

\_\_\_\_\_  
Concerted Care Group



CONCERTED CARE GROUP  
Integrated Wellness Center

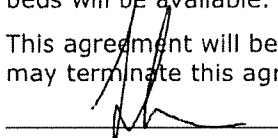
**Baltimore Detox Center / Concerted Care Group**

**Incoming Referral Agreement**

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Concerted Care Group. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.

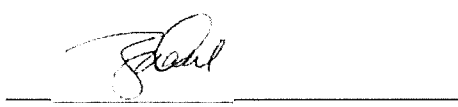
  
\_\_\_\_\_  
Baltimore Detox Center

KABIR SINGH /CEO

Name/Title

7-5-18

Date

  
\_\_\_\_\_  
Concerted Care Group

Barbara Wahl, COO

Name/Title

7/5/18

Date

July 3, 2018

Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, Maryland 21215

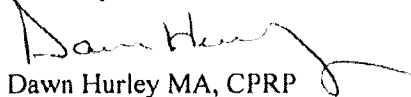
To Whom It May Concern,

Life Bridge Health Systems is pleased to support Amatus Health in its proposal to open Baltimore Detox Center, a freestanding drug treatment/detox facility to be located in Woodlawn, Maryland.

Life Bridge Health Systems provides a variety of quality care services to the Baltimore community. As one of the largest, most comprehensive and most highly respected providers of health-related services to the people of northwest Baltimore, our mission is to improve the health of the individuals and communities we serve through compassionate, high quality care.

The opioid crisis in the United States and specifically in Baltimore, Maryland has reached unprecedented levels in the past decade. Maryland is sixth in the nation in mortality from drug overdose. Access to addiction treatment is paramount for individuals affected by chemical dependency and related conditions to achieve a better quality of life; allowing them to live as productive and responsible members of the community. The residents of Baltimore County will benefit from the opening of Baltimore Detox Center.

Sincerely,



Dawn Hurley MA, CPRP  
AVP Behavioral Health  
Life Bridge Health Systems

 **LIFEBRIDGE  
HEALTH.**  
*The Future of Health Care is Here*



July 11, 2018

Maryland Healthcare Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

To Whom It May Concern,

The Harford County Health Department is pleased to support Amatus Health in its proposal to open a free-standing detox facility in Baltimore County. With the growing opioid crisis in Maryland, the community would benefit tremendously by having access to these higher levels of quality care they are looking to provide.

The crisis in Maryland alone has reach unprecedented levels in the past decade. Maryland is sixth in the nation in mortality from drug overdose. Access to quality addiction treatment is paramount for individuals affected by chemical dependency and other related conditions to achieve a better quality of life, allowing them to live as productive and accountable individuals. The Baltimore County community will benefit from these services.

Sincerely,

*Andree Rappas, LCPC*  
Director Behavioral Health

ATTACHMENT 30

**POLICY:**                    **Staff Training and Development**

**PURPOSE:**                To enhance the skills and increase the knowledge each employee brings to his/her position; employees are required to take advantage of agency provided training as well as to participate in education programs outside of Baltimore Detox Center

**PROCEDURE:**

Baltimore Detox Center provides for three types of training and development for staff:

- Basic orientation program for new employees
- In-house instruction needed to upgrade the skills of employees within their existing positions along with a monthly training schedule
- Referral to outside trainings/education programs to assist employees in skill development and to meet requirements of licensing
- Basic orientation program for new employees will occur upon hire of all new employees.
- In house instruction/training on various topics will happen monthly which will fill our requirement of mandatory trainings in regards to CARF Accreditation.

Employees are responsible for bringing their assessment of their training needs to the attention of their immediate supervisor;

In house instruction will include but is not limited to:

- Infection Control and Communicable Disease
- Medication Management
- Workplace Violence
- Critical Incident Reporting
- Confidentiality and HIPPA
- Grievance Procedures
- Emergency Procedures
- Evidence Based Treatment Approaches

**BALTIMORE DETOX CENTER**  
**Manual of Policies and Procedures**

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Full time staff will have 5 training days/year available for outside trainings/education programs. Part time staff must use their own time for this purpose;

Staff are to provide documentation from training/education programs for their personnel file;

Staff education and training in the policies and procedures for emergency plans, infection prevention, universal precautions, confidentiality, client rights, identification of child/elder abuse, professional ethics, conflict of interest, prevention of workplace violence, cultural competency, critical incident reporting, sexual abuse/assault, domestic violence, medication review/co-occurring disorders and person- and family-centered services will occur during orientation and on an annual basis;

Staff education and in-service training activities will be evaluated at least annually by the Executive Director or designee.