

September 14, 2018

Mr. Kevin McDonald
Chief, Certificate of Need
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Re: Gaudenzia Crownsville – Matter No. 18-24-2421

Dear Mr. McDonald,

Attached, please find Gaudenzia Inc.'s response to the Commission's completeness review in the above-referenced application.

Thank you for the opportunity to provide additional information in support of this application. We look forward to continuing to work with you and your office during this review process.

Respectfully,



Kristy Blalock, LCPC-S, LCADAS, NCC, BCPC, CADS
Division Director II
Gaudenzia Inc. - Anne Arundel County

Cc: Greg Warren, MBA, Regional Director, Gaudenzia Inc.
Billie Penley, MBA, Acting Health Officer, Anne Arundel County

Part I- Project Identification and General Information

1. a) **Provide a thorough description of the facilities and services of Gaudenzia, Inc.**
b) **Provide a clear and concise description of this proposed project to establish 27 level III-7/III-7WM at an existing location in Crownsville. Describe the current bed complement of the facility and how it will change. Staff is confused by the depictions derived from the application tables. Table A shows an addition of 6 rooms and 25 beds. First, this is inconsistent with the 27 in your description; second, the addition of 27 (or 25?) beds appears to be incompatible with a project cost (Table B) of zero. Is there no construction, renovation or equipment purchase involved?**

2. **As described in your response to question 12 (p.11) the 27 beds would be located in 5 rooms, allowing between 50 and 60 square feet (SF) per bed. How does this comport with licensing standards?**

Gaudenzia, Inc. is a 50 year old non-profit with 169 programs in 101 facilities, admitting 18,100 annually. We are the largest substance use provider in Pennsylvania and Maryland and we also have facilities in Delaware and the District of Columbia. Our corporate offices are in Norristown, Pennsylvania and our Chesapeake regional offices are at 3643 Woodland Avenue, Baltimore, Maryland 21215.

We have seven facilities in Maryland. Our Woodland Ave. facility has a 152 all male beds spread across 3.5, 3.3 and 3.1 levels of care. We have 3 facilities on Park Heights Ave. which provide 3.7D, 3.7, 3.5 and 3.3 residential levels of care as well as 18 apartments that are long term section 8 housing. One of the three facilities is strictly outpatient. In Baltimore County, we manage a 45 bed residential program within the Detention Center. In Anne Arundel County, we have two facilities- Crownsville is a 90 bed 3.5, 3.3 and 3.1 facility primarily focused on criminal justice reentry individuals. We will be opening soon a 3.1 female halfway house program there. Finally, in Glen Burnie we have an outpatient facility, which focuses on adults and adolescents.

The programs and services we provide are prevention, crisis intervention services, detoxification, 28 day programs, long term treatment, halfway houses, intensive and regular outpatient services, mental health services, day treatment, homeless shelters and we have specialized services for women and children, homeless and criminal justice involvement. We were the first in the country to offer specialized services for women with children and the co-occurring population in Pennsylvania. When we opened our Park Heights facility in 2001 we opened the first community based detox and 28 day programs in Baltimore in 34 years. We have been CARF accredited since 2004 and have consistently participated on the national, state and jurisdiction level in creating and implementing innovative and evidence based practices.

The Crownsville facility currently has four levels of care (3.5, 3.3, 3.1 and 1.0). The facility currently has 90 residential beds and we average approximately 15-20 empty beds on a daily basis. The empty beds are the result of the smaller length of stays that is being authorized based on medical necessity criteria established by Beacon Health. However, the need for 3.7 and 3.7WM level services is expanding exponentially as a result of the state opioid crisis. Our plan is to add 12 beds for 3.7WM level service and 15 beds for 3.7 level of service, (totaling 27 beds) and utilize the available capacity (a separate unit) already within the Crownsville facility. This will allow access for these two crucial levels of care that are currently not offered at that location. This will also improve the percentage of individuals stepping down from 3.7 services to the long term residential 3.5 and 3.3 services.

Part III – Consistency with General Review Criteria at COMAR 10.24.01.08G (3)

A) State Health Plan: COMAR 10.24.14 STATE HEALTH PLAN FOR FACILITIES AND SERVICES: ALCOHOL AND DRUG ABUSE TREATMENT SERVICES standards

Identification of Intermediate Care Facility Alcohol and Drug Abuse Bed Need

3. **You are applying for 27 beds. How did you arrive at 27? Please explain the basis of and rationale for the number of beds requested, providing any data underlying this projected need and assumptions regarding demand, length of stay, etc.**

- **Rationale:**

We want to be able to care for individuals when they have that motivational moment to stop using drugs and alcohol. Instead of waiting for people to call us and schedule an appointment for admission during “banker’s hours”, we are going to be proactive in our admissions. In order to achieve this we have had to add additional services, expand capacity and create closer relationships with both hospital and crisis systems.

- We arrived at 27 beds because we want to dedicate an entire unit of the Crownsville building to these services. Based on the size of the bedrooms and the need for 3.7WM patients to be in a floor bed (not bunk beds), we are able to fit 12 beds in 2 rooms and additional 15 (bunked beds) in 3 additional rooms for the optimization of the 5 rooms in total.

- **Length of stay**

- We are averaging seven days for our 3.7WM services in Baltimore.
- In this past fiscal year, we are averaging 25.78 days length of stay in our Park Heights ICF program and 3.7 days in our detox program, an increase from 22.76 days the previous year. We expect a similar statistic at Crownsville.

- **Demand:**

- We are at capacity within our 3.7D and 3.7 levels of care at our Park Heights facility. There are also lengthy waiting lists for the two current detox

- providers (Hope House and Pathways) in Anne Arundel County, which is a huge barrier for patients wanting to access immediate treatment.
- In November 2017 we added a 10 bed opioid crisis services unit at our Crownsville facility. We are also co-located with the Pascal Crisis Stabilization Center, who have a total capacity of 24 crisis beds/chairs.
 - It will improve the quality of care for our patients if we can reduce the length of time an individual is waiting for placement into a 3.7 bed from one of our crisis beds. We also are referring patients to other providers who have a lengthy waiting list.
 - Baltimore Washington Medical Center is seeking to create a direct referral relationship into our Crisis beds as well as into our 3.7 beds.
 - Since November 2017, we have been admitting individuals 24 hours a day 7 days a week.
 - In the past fiscal year, we have increased inpatient admissions by 38%.

Sliding Fee Scale

4. **Your response includes a reference to and exhibit (Exhibit 5) which is headed with an identifier as being a document of the ALCOHOL AND DRUG ADMINISTRATION, not a Gaudenzia document. Please explain.**

This is the form that the Behavioral Health Administration (formerly the Alcohol and Drug Abuse Administration) requires that we have all individuals in residential treatment sign regarding ability to pay.

Information Regarding Charges

5. **Please provide a copy of this document, which you have stated is posted in conspicuous locations.**

See Attachment A

Age Groups

- 6. Your response sends reviewers to a lengthy Policy and Procedures exhibit without identifying a page number or policy number, making your reference very difficult to find. Please give the title and number of the policy that addresses this standard.**

See Attachments B (1-3)

Quality Assurance

- 7. Please provide documentation showing Gaudenzia Crownsville's CARF accreditation.**

See Attachments C (1-2)

Utilization Review and Control Programs

- 8. Gaudenzia responded by stating that it participates in utilization review practices and control programs; has written policies governing admission, length of stay, discharge planning, and referrals, referring the reviewer to a lengthy Policy and Procedures exhibit without identifying a page number or policy number, making this reference very difficult to find. Please give the title and number of the policy that addresses this standard.**
- 9. Similarly, the applicant should identify a policy number or page number where its policy specifying that each patient's treatment plan includes, or will include, at least one year of aftercare following discharge from the facility.**

See Attachments D (1-5)

Transfer and Referral Agreements

- 10. Gaudenzia stated that Exhibit 8 contained transfer agreements with facilities capable of managing cases, which exceed, extend, or complement its own capabilities. That is not what a reviewer finds in Exhibit 8. As subpart (2) of the standard requires, "provide documentation of transfer and referral agreements, in**

the form of letters of agreement or acknowledgement” from each of the following types of facilities:

- (a) Acute care hospitals;**
- (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) The jurisdiction’s mental health and alcohol and drug abuse authorities;**
- (e) The Alcohol and Drug Abuse Administration and the Mental Hygiene Administration;**
- (f) The jurisdiction’s agencies that provide prevention, education, driving-while-intoxicated programs, family counseling, and other services; and,**
- (g) The Department of Juvenile Justice and local juvenile justice authorities, if applying for beds to serve adolescents.**

See Attachments E (1-12)

In-Service Education

- 11. Once again, the application refers the reviewer to a lengthy Policy and Procedures exhibit without identifying a page number or policy number, making this reference very difficult to find. Please a) give the title and number of the policy that addresses this standard, and b) briefly summarize the in-service education regimen.**

Our Human Resources department oversees the Gaudenzia Training Institute. The Institute offers a myriad of workshops and training opportunities that our staff and individuals from outside of Gaudenzia can obtain Continued Education Units that are approved by the Maryland Board of Professional Therapists and Counselors. The very first day of hire all volunteers and employees are required to attend an orientation, held every other Monday, at our Norristown headquarters. Attached is the agenda for our last orientation on July 23, 2018 In addition, there is an example of our training plan for a new employee which describes the range of mentored training and attendance at Gaudenzia Institute Training workshops. We have also included our New Employee Orientation and Training Policy for your review.

See Attachments F (1-6)

Sources of Referral

- 12. This standard does not ask an applicant to demonstrate that 50 percent of the facility's annual patient days have been generated by the indigent or gray area population (after the fact) but instead to project that that will be the case and demonstrate how/why the applicant can make that statement with confidence. Perhaps you can demonstrate this by citing your current referral sources and payor mix at Gaudenzia facilities for the last several years.**

Gaudenzia accepts a multitude of referrals, including self-referrals and referrals from other behavioral health, hospital systems and social service agencies. Historically, substance use services were paid through federal and state grants, known as "block grants" and over the last few years has moved towards a "fee for service" payment. This means that insurance companies are now billed for services provided on a daily basis, versus a lump sum as evidenced by the past block grants.

Payor mix for detox and residential services currently includes Maryland Medicaid and private commercial insurance. Gaudenzia submits claims to Beacon Health (ASO for the state of Maryland) as well as a variety of commercial insurance providers including Blue Cross Blue Shield, Aetna and Cigna.

Sub-Acute detoxification

- 13. Please concisely describe the (each in turn) applicant's admission standards, treatment protocols, staffing standards, and physical plant configuration which enable it to treat alcohol or drug abusers requiring sub-acute detoxification.**

Gaudenzia is equipped to admit and treat alcohol and drug abusers requiring sub-acute detoxification by using appropriate admission standards, treatment protocols, staffing standards and providing a physical plant configuration that is conducive to treatment, as documented below:

Sub-Acute Detoxification 3.7WM

- **Admission Standards-** Individuals are admitted according to Gaudenzia's admissions standards. This is based on a medical review by the Nurse Manager and Medical Director, a biopsychosocial history review by our admissions department and a review of insurance benefits by our department.

- Treatment Protocols- Treatment protocols for individuals in sub-acute detoxification include a medical exam, medication needs review, complete substance use evaluation, individual treatment plan and 24-hour medical supervision. The average length of time in 3.7WM is currently 3.8 days, which is necessary for medical stabilization and a comprehensive referral to the next appropriate level of care, 3.7.
- Staffing Standards- Gaudenzia's staffing standards are congruent with COMAR 10.63 regulations and our accrediting body, CARF. The sub-acute detox unit is staffed 24/7 with licensed medical staff and peer recovery specialists. The patient to certified counselor ratio is 8:1 and this affords the fragility of these patients to receive the individualized treatment care needed while they are stabilizing and detoxing from drugs/alcohol.
- Physical Plant Configuration- The unit will consist of two bedrooms that will have six beds in each room (for a total of 12 beds). The unit is directly next to the medical office where medical staff are located 24/7. 24-hour support staff are stationed on the unit and complete 30-minute rounds every hour. There are 43 cameras in the facility, which monitor the medical office, group rooms, hallways and kitchen area. The kitchen is also in close proximity to the unit, which allows limited movement from the patients.

Sub-Acute Detoxification 3.7

- Admission Standards- Individuals are admitted according to Gaudenzia's admissions standards. This is based on an updated medical review conducted by the medical department, an updated biopsychosocial history completed by the detox counselor and a review of the patients individualized treatment plan to assess goals established by the patient while in detox.
- Treatment Protocols- Treatment protocols for individuals in sub-acute detoxification include receiving continued medical oversight (as needed based on nursing assessment), an individualized treatment plan to cover the 28 days of treatment, individual/group counseling sessions with certified counselors and establishing continuing care/discharge planning goals as identified during individual and group counselling sessions. The length of time in 3.7 level of care is 28 days, which allows for continued assessment and planning for the next appropriate level of care.
- Staffing Standards- Gaudenzia's staffing standards are congruent with COMAR 10.63 regulations and our accrediting body, CARF. The sub-acute detox unit is staffed 24/7 with licensed medical staff and peer recovery specialists. The patient to certified counselor ratio is 10:1 and this affords these patients to receive the

individualized treatment care needed while they are continuing with their residential treatment.

- **Physical Plant Configuration-** The unit will consist of three bedrooms that will have five beds in each room (for a total of 15 beds). The unit is directly next to the medical office where medical staff are located 24/7. 24-hour support staff are stationed on the unit and complete 30-minute rounds every hour. There are a total of 43 cameras in the facility, which monitor the medical office, group rooms, hallways and kitchen area. The kitchen is also in close proximity to the unit, which allows limited movement from the patients.

Voluntary Counseling, Testing, and Treatment Protocols

- 14. The applicant failed to respond to this standard (.05N). Please rectify that omission.**

Attached is our policy and Procedure on Voluntary Counseling, Testing, and Treatment Protocols for Human Immunodeficiency Virus (HIV)

See Attachment G (1)

Outpatient Alcohol & Drug Abuse Programs

- 15. Re: subpart 2 of this standard, please explain how Exhibit 8 documents continuity of care and appropriate staffing at off-site outpatient programs. The documents provided therein do not make this self-evident.**

Our Glen Burnie Outpatient location is a direct referral source (if appropriate) for all patients leaving residential treatment at the Crownsville facility and continuing with outpatient services. The previously attached documents show the organizational chart for that specific program, which includes licensed and certified counselors and the CARF and COMAR approved clinical schedule for outpatient services. At least 1 week prior to discharging from the Crownsville facility, counselors schedule an assessment at the Glen Burnie Outpatient program and inform the patient of the counselor in which they will assess with once discharged. All insurance information is transferred to the outpatient program so that it is a smooth transition for the patient. This demonstrates a consistency in continuity of care.

- 16. Re: subpart 5 of the standard, please explain the nature of and working relationship with Maryland State Care Coordination.**

Gaudenzia works very closely with Maryland State Care Coordination. The Crownsville facility has a state care coordinator that comes out weekly on Fridays and completes all insurance and benefits needs that a patient may have. The Gaudenzia administrative staff provide the coordinator with a list of all new admissions form that week and the patients are seen within the same week of admission. The coordinator also works with Gaudenzia staff at the facility to arrange transportation for the client to attend any benefits appointments that are crucial to the patient receiving immediate benefits. Maryland State Care Coordination also has a representative that is stationed at the Glen Burnie Outpatient facility on Wednesdays as well that is able to follow up on any additional needs once they complete residential treatment and admit into an outpatient level of care, as well as meet with any new admissions that may need assistance with benefits.

Program Reporting

- 17. Please explain more fully what is meant by “Gaudenzia complies with Beacon Health Options” and describe what that compliance entails. Is data currently shared? What is the nature of that data?**

Beacon Health Options is the state of Maryland’s ASO of choice. Therefore, all information regarding a patient’s treatment, billing information and clinical/medical needs are reported by Gaudenzia staff into the Beacon system upon immediate admission (within 24hours) of a patient and monthly thereafter. Beacon requires specific patient information to be entered timely and comprehensively to ensure authorization and also payment for services rendered to the patient by Gaudenzia. Failure to do so will result in loss payment for treatment services. Data collected in the Beacon system is only shared through patient identified numbers, protecting and abiding by all HIPAA and 42CFR Part 2 federal confidentiality regulations.

Gaudenzia also agrees to report, on a monthly basis, utilization data and other required information to the Alcohol and Drug Abuse Administration’s Substance Abuse Management Information System (SAMIS) program, and participate in any comparable data collection program specified by the Department of Health and Mental Hygiene. We have been reporting data required by the Department of Health and Mental Hygiene since we first began providing services in the State of Maryland in 2001.

B) Need

18. **The application states (p. 28) that between November 2017 and February 2018 “our regular admissions numbers from that same time period as 315 for detox with 101 clients being admitted to 3.7 from 3.7WM treatment.”**
- a) **That passage must include typos, as it is not comprehensible. Please restate it.**
 - b) **The applicant is currently applying for a CON to provide level 3.7 and 3.7WM beds, but the response to this criterion seems to suggest it is currently being offered. Please explain.**
19. **Please develop a quantitative case for the addition of level 3.7 and 3.7WM beds built around an analysis of supply and demand trends.**

Gaudenzia has a proven record of accomplishment in providing detox and ICF treatment in Maryland. The numbers of regular admissions cited in the original application was in reference to the total number of admissions at our current Park Heights detox and ICF facility in Baltimore City. These numbers show the high numbers of patients seeking and obtaining these levels of care within our agency, specifically in that demographic area. Gaudenzia Crownsville seeks to expand these levels of care to the Crownsville location and currently those levels of care are not being provided. For the past three years, Gaudenzia has been developing new types of services and new relationships to be able to offer treatment on demand for individuals suffering from substance use disorders. Maryland has one of the highest rates of opioid overdose and Anne Arundel County is one of those jurisdictions with high overdoses in the state. With the addition of the Safe Stations program in Anne Arundel County in 2016, which allows an individual to enter any firehouse or police station and received immediate connection to treatment via the crisis response system, there has been a huge influx in the number of individuals needing detox treatment. Supply and demand shows that with the addition of more detox and ICF beds, more individuals will be able to immediate access these levels of care.

C) Availability of More Cost Effective Alternatives

20. **You failed to respond to this criterion. As the instructions request, a) specify the project’s goals and objectives; b) describe any alternative approaches considered, and why the chosen alternative is the most cost-effective.**

Goal: To expand access in Anne Arundel County to include more detox and ICF treatment slots funded by Medicaid for the poor and disenfranchised.

Objectives:

1. The objectives to achieve this goal are to decrease the 3.5 days it takes for Gaudenzia to place an individual in one of our 10 crisis beds and then into a detox or ICF treatment

bed. The ability to immediately place a patient in detox will allow Gaudenzia to capitalize on a client's motivation for recovery and immediately provide treatment.

2. We have a significant waiting list for detox beds at our Park Heights facility in Baltimore and our ICF beds are consistently full. The two current providers of detox and ICF services in Anne Arundel County (Hope House and Pathways) have a lengthy wait list and the newest provider (Maryland House Detox) is a Track One facility and only has two state insured beds. This is a huge barrier to the citizens of Anne Arundel County while in the midst of an opioid epidemic. It is the goal to be able to provide detox and ICF services to these citizens in the country in which they reside.

Providing the opportunity for a patient to immediately enter detox services and treat the addiction in a medically supervised program is the most cost-effective approach, versus the multiple emergency room visits, failed attempts at a lower level of care (most commonly outpatient) and it allows the patient to be assessed as a whole and stabilize both medical and psychiatric symptoms at the same time, if needed. Gaudenzia operates facilities encompassing all levels of care. Alternative approaches were not considered for this project as the state of Maryland is in an opioid epidemic and detox services are critically needed throughout the state.

D) Viability of the Proposal

Project Budget

21. **As noted in question the addition of 27 (or 25?) beds appears to be incompatible with a project cost (Table B) of zero. Is there no construction, renovation or equipment purchase involved?**

The addition of 27 treatment beds for 3.7WM and 3.7 levels of care at Crownsville has a project cost of "zero". There are no construction, renovation or equipment purchases necessary- only staffing costs that will be needed to effectively structure the program.

Statistical and Revenue/Expense Projections (Tables C, D, G)

22. **Please put the average length of stay for "residential" care of 116 (2016) and 138.8 (2017) and 133 (2018 projected) in context by comparing it to the industry average, and cite the sources of such an average. (Table C.)**

Based on industry average from the latest state published data from FY 2014, the statewide average length of stay for Level III.WM is 6.9 days and the statewide average length of stay for Level III.7 is 18 days.

(Cited from Behavioral Health Administrations Outlook and Outcomes in Substance-related Disorder Treatment FY 14)

See attached Table C

23. **Table E was left vacant. It should show the incremental statistical projections associated with the new (i.e., III.7/III.7WM services broken out/set apart from the statistics for the entire facility, i.e., Table C.**

See attached Table C

24. **Under the “patient mix” section of Table D, the application shows “other” as providing 100% of both total revenue and total patient days in 2017, but does not provide a response for 2016 (from 2018 onward Medicaid is projected as filling 60% - 70% of both revenue and patient days, while “other” fills the balance of each of these).**

See attached Table D (2 pages)

25. **Table D projects a profit margin that grows from 2.3% of expenses to 74% of expenses in 2020. Please comment on how profitability can be so strong and comment on how realistic that is. Add any assumptions behind these numbers that may not have been provided in the original submission.**

Table G has been corrected to reflect both the existing staff that are providing residential services as well as projected additional staff once the services of Level III.7WM and Level III.7 begin. We anticipate that we will be increasing our staff salaries based on our track record the past fiscal year and the number of patients, claims submitted, authorizations and claims paid now that we have transitioned to Beacon Health Options. As a non-profit, our goal is to break even every year and provide the highest level of salary compensation needed to be competitive and to be able to hire the highest qualified staff possible.

Workforce Information (Table G)

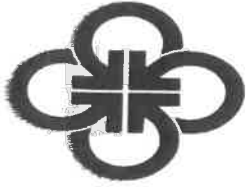
26. Note that the Regular Employees and Total Cost lines have cells with a value of #####. Submit a corrected Table G with those cells completed.

See attached Table G

I hereby declare and affirm under the penalties of perjury that the facts stated in this application and its attachments are true and correct to the best of my knowledge, information and belief.

Kristy E. Blalock, LCPC-S, LCADAS, NCC, MAC, BCPC, CADS



Gaudenzia Chesapeake Region Memorandum

From the Desk of
Chandra McNeil-Johnson, MBA
Chesapeake Region Finance Manager

Date: July 30, 2018

To: Chesapeake Region Billing Dept., Admissions Dept., Division Directors, Program Directors,
Administrative Coordinators & Referral Develop Staff

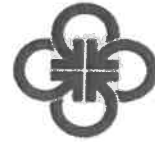
Re: Published Rates for TX in the Chesapeake Region – ALL RATES ARE IN EFFECT UNTIL 12/31/18

<u>Residential - Medicaid Rates</u>	<u>Residential - 8507 Rates</u>
III.7D \$400.51	III.5 \$249.45
III.7 \$337.49	III.3 \$249.45
III.5 \$235.28	III.3 (WWC/PWC) \$295.55
III.3 \$235.28	
III.3 (COD) \$235.28	
III.1 (Halfway House) \$60	
<u>Outpatient Services - Medicaid Rates</u>	<u>Crisis Service Rates</u>
Assessments \$152.91	With Buprenorphine \$293 REVISED
IOP \$134.60	Without Buprenorphine \$263 REVISED
OP Groups \$42.00	
OP Individuals \$21.54/unit (15 min. increments)	
<u>Partial Hospitalization Medicaid Rates</u>	
6hrs +/-day \$226.13	
Less than 6hr/day \$139.98	

“Helping People Help Themselves”



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Management of Treatment Services - Admission
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Management of Treatment Services - Admission

The Gaudenzia program will provide treatment for adults referred for therapeutic care from other Gaudenzia programs as well as those referred from other appropriate referral services. They may be referrals from the legal system, relatives or friends, as well as other agencies. Gaudenzia offers services to men, women, women *with* children, and adolescents. Gaudenzia offers services at the various programs to address the *continuum of care* for addiction, mental health, co-occurring, and physical well being. Emphasis is placed on recovery and becoming a productive person.

Both Gaudenzia residential and outpatient programs vary in length. Individuals requiring hospitalization may not be eligible for acceptance into the program immediately, but can be considered once stabilized. These individuals will be referred to a more appropriate resource and/or agency for further evaluation.

GENERAL ADMISSION CRITERIA

Admission is open to anyone 18 years of age or older who abuses alcohol and/or drugs. Adolescent programs are ages 12 – 18. Delaware residential program is 18 – 25. An interview is required prior to an individual's acceptance into the program. If an individual is not admitted, he/she will be referred accordingly.

Services of Gaudenzia are available without regard to sex, race, national origin, sexual orientation or religious affiliation. All clients will be physically and mentally suitable to participate in the therapeutic phases of the program. Clients possessing any of the attributes listed below (1 – 4), are reviewed on an individual basis for admission acceptance based on level of severity, program/clinical staff capabilities and clinical appropriateness.

1. History of, or current psychosis or psychotic behavior
2. Medical issues requiring hospitalization
3. Certain sexual offenses
4. Arson

The professional staff of Gaudenzia may waive certain admission criteria if the demonstrated or perceived need of the client is such that by a refusal of admission, the client's health or safety would be jeopardized. A waiver of this nature must receive approval of the Program Director.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Treatment Models
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Treatment Models Utilized at Gaudenzia

Within the context of the Therapeutic Community (TC) and/or the modified TC used by co-occurring programs at Gaudenzia, the principles and methods of other treatment models may be applied. While the Therapeutic Community is a comprehensive treatment model in its own right, it was developed during a historical period (1950-1960) that saw the development of a number of innovative treatment models. Included among these treatment models are Gestalt Therapy, Reality Therapy, Behavior Modification, Psychosocial Rehabilitation, and Psychodrama. The Therapeutic Community welcomes the contributions of professionals trained in these models. During the 1970's the Modified Therapeutic Community was influenced by the rise of the family therapy movement. The treatment models sanctioned for use in the TC are as follows:

Psychosocial Rehabilitation (Residential & Outpatient):

The Psychosocial rehabilitation model is a model that was developed mainly by providers of mental health services. It is based on the belief that much of the symptomatic behavior of the mentally ill is the result of poor social learning. Psychosocial rehabilitation focuses on re-educating the client in areas of everyday living. Mental Health professionals have backgrounds in psychosocial rehabilitation.

Behavior Modification (Residential & Outpatient):

Behavior Therapy plays a major role in the RTFA Program. A system of rewards and sanctions is built into the structure of the program. Clients are assigned responsibilities and awarded privileges as they successfully master these responsibilities. Individual behavior-oriented treatment plans are routinely used. Special behavioral plans of contracts may be designed for clients having special problems around particular behaviors.

Cognitive Behavioral Therapeutic Techniques (Residential & Outpatient):

CBT is a therapeutic approach that seeks to modify negative or self-defeating thoughts and behaviors. CBT combines elements of behavioral theory, cognitive theory, cognitive social learning theory and therapy into a distinctive therapeutic approach that helps the client recognize situations where they are likely to relapse, find alternatives to those situations, and learn better ways to cope with feelings and situations that might have led to relapse in the past.

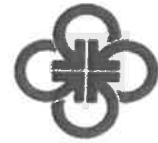
Gestalt Therapy (Residential & Outpatient):

Another area of concern with our clients is the inability of clients to direct their own lives. Quite often clients look to society at large to be responsible for them and to "tell" them what to do. Gestalt Therapy challenges the client to move from an "environmental support" to "self-support". The aim of therapy is to make the client not depend upon others, but to make the client discover from the very first moment that he/she can do many things, much more than he/she thinks he can do. Gestalt therapy enables the client to deal more effectively with the 'here and now'. It focuses on the client's messages, and blocks to awareness. Gestalt therapy is at times confrontational. It can be done in such a way that clients cooperate, especially when they are invited to examine their behaviors, attitudes, and thoughts.

Prior to a counselor using this approach it is recommended that they experience many of the techniques. Their own experimentation and learning can insure that they will use the techniques with greater care, respect, and understanding.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Treatment Models
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

This approach is utilized when a client has been in treatment for sometime and is ready to explore their feelings and thoughts in the present. This can be difficult and this is suggested that a rapport needs to develop first between the counselor and the client before this approach can be utilized.

Family Education/Counseling Sessions (Residential & Outpatient):

While the Therapeutic Community does not conduct on-going family therapy sessions, it does integrate many of the concepts and principles of family therapy, both in assessment and family participation and support is viewed as critical. A family association is maintained under the supervision of the Director. Family's reactions to a member being clean and sober are explored and addiction education and processing this information occurs.

Medical/Psychiatric Services (Residential & Some Identified Outpatient Programs):

Gaudenzia recognizes that the psychiatric profession and chemotherapy should be included in any comprehensive service for people with severe and persistent mental illness. Referrals are made when indicated.

Social Work/Case Management System Approach (Residential & Outpatient):

Individuals with alcohol and other drug (AOD) abuse/addiction need to receive services which are coordinated with a network of other services to insure that all of their needs are adequately addressed. A social work system approach will be maintained for the client.

Additional Outpatient Models:

To structure a treatment program that will deliver substance abuse rehabilitation services to clients in an outpatient status, the clinical staff will provide treatment programming that focuses on goal-oriented process and personality development. Although the staff takes an eclectic stance in terms of treatment approaches, the following methods are utilized:

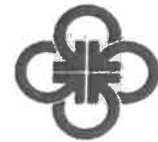
Client Centered Counseling (Outpatient):

Once therapy begins it is important for the client and the counselor to develop a rapport. In an attempt to do this Rogerian Therapy is used to a great extent. With the person centered approach, therapeutic change depends on the client's perception both of their own experience in therapy and of the counselor's basic attitudes. During the beginning stages of therapy a client's behaviors and feelings might be characterized for example, by extremely rigid beliefs and attitudes, a lack of centeredness, a sense of unwillingness to communicate deeper levels of the self, or a fear of intimacy. The therapist's own realness, unconditional acceptance of their feelings, and ability to assume their internal frame of reference allow them to gradually peel away layers of defenses and come to terms with what is behind the facades.

Since the potential of significant positive personality change does not occur except in a relationship, the client needs to experience the realness of the therapist. As they find the therapist caring for and valuing them (even the aspects that have been hidden and regarded as negative), they begin to see worth and value in themselves. It is important that the therapist project three personal characteristics or attitudes in order to form a central part of the therapeutic relationship. These are: congruence or genuineness; unconditional positive regard/acceptance; and accurate empathic understanding. If these attitudes are projected and the client responds one can assume a therapeutic relationship has begun and therefore other therapeutic goals can be addressed.



GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL



Subject: Treatment Models
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Rational Emotive Counseling (Residential/Outpatient):

Is based on the assumption that human beings are born with a potential for both rational, straight thinking and irrational, crooked thinking. Our clients quite often have irrational thinking which seems to go hand and hand with the drug culture. The main therapeutic activity is to help the client get free of illogical ideas and learn to substitute logical ideas in their place. The aim is to get the client to internalize a rational philosophy of life, just as he or she internalized a set of dogmatic, irrational, and superstitious beliefs from both parents and culture. This approach is used as the client progresses in the beginning stages of treatment and is utilized when needed throughout treatment.

Reality Therapy (Residential and Outpatient):

Many of our clients, due to the abusive use of drugs somewhere along the line, lose their sense of identity. Reality therapy is based on the premise that there is a single psychological need present throughout life - the need for identity. This includes a need to feel a sense of uniqueness, separateness, and distinctiveness.

The characteristics of Reality Therapy are as follows:

1. It assumes that specific behavior disorders are the result of irresponsibility, and it equates mental health with responsible behavior.
2. It focuses on behavior rather than on feelings and attitudes.
3. It focuses on the present, not on the past.
4. It emphasizes value judgments. It holds that change is unlikely unless clients make some determination of the constructiveness or destructiveness of their behavior.
5. It calls for therapists to be themselves, not play the role of the client's mother or father.
6. It stresses the conscious, not the unconscious aspects of personality. Reality Therapy emphasizes what clients are doing wrong, how their present behavior is not getting them what they want.
7. It emphasizes responsibility which is defined as the ability to fulfill one's needs and to do it in such a way that does not deprive others of the ability to fulfill their needs. This is at the core of Reality Therapy. It also emphasizes the therapist's teaching functions. The therapist teaches the client better ways to fulfill their needs by exploring the specifics of their daily lives and by making directive statements and suggestions of ways to solve problems more effectively.

Many of our clients need to learn the above mentioned characteristics and this is an ongoing process which begins when the client first comes to treatment and continues throughout the treatment experience.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: View of Chemical Dependency
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

View of Chemical Dependency

At Gaudenzia we believe that addiction is a disease. We believe that it is chronic, progressive and incurable. We also believe that there are some people who are predisposed to addiction, whether it is through genetics or biology. We also believe that certain environments create more addicts than others. Further, we believe that there is a higher incidence of addiction among certain cultures. Yet none of these beliefs help us to help the addict. Not one of these beliefs has taught us what to do with people who become slaves to drugs and alcohol; none of these theories teach us how to cure the addict.

Because of this, the Gaudenzia has chosen to adapt its own definition of chemical dependency; a definition which includes aspects of many of the definitions above. Most importantly though, the definition helps us to define the mode of treatment:

Addiction is defined as a psychological, emotional, behavioral disorder which centers on the development of 20 core characteristics which interfere with appropriate coping behaviors as follows:

1. Denial
2. Lack of values
3. Isolation
4. Low self-esteem
5. Lack of social skills
6. Inadequate people skills
7. Confused thinking
8. Inconsistency
9. Self-hate
10. Magical thinking
11. Untreated physical problems
12. Untreated mental problems
13. Spiritual bankruptcy
14. Hopelessness
15. Blaming
16. Dishonesty
17. Lack of trust
18. Lack of purpose
19. Inadequate relationships
20. Encapsulation

July 18, 2018

Bhavani R. Lobo, M.A.
Gaudenzia, Inc.
106 West Main Street
Norristown, PA 19401

Dear Ms. Lobo:

It is my pleasure to inform you that Gaudenzia, Inc. has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Community Housing: Alcohol and Other Drugs/Addictions (Adults)
Community Housing: Mental Health (Adults)
Detoxification/Withdrawal Management: Alcohol and Other Drugs/Addictions (Adults)
Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Prevention: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Integrated: AOD/MH (Adults)
Residential Treatment: Mental Health (Adults)
Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)
Therapeutic Communities: Integrated: AOD/MH (Adults)
Governance Standards Applied

This accreditation will extend through May 31, 2021. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Michelle Nevarez-Sandy by email at mnevarez-sandy@carf.org or telephone at (888) 281-6531, extension 7083.

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in cursive script that reads "Brian J. Boon Ph.D.".

Brian J. Boon, Ph.D.
President/CEO

Enclosures

Program(s)/Service(s) by Location

Gaudenzia, Inc.

106 West Main Street
Norristown, PA 19401

Administrative Location Only
Governance Standards Applied

Elsie Shenk Outpatient Center

211 East Mifflin Street
Lancaster, PA 17602

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Administrative

166 West Main Street, First Floor
Norristown, PA 19401

Administrative Location Only

Gaudenzia at Sunbury

51 South Fourth Street
Sunbury, PA 17801

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Baltimore Park Heights

4615 Park Heights Avenue
Baltimore, MD 21215

Detoxification/Withdrawal Management: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Integrated: AOD/MH (Adults)
Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)
Therapeutic Communities: Integrated: AOD/MH (Adults)

Gaudenzia Berwick

205 Chestnut Street, Suite 2
Berwick, PA 18603

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Broad Street

3025-31 North Broad Street
Philadelphia, PA 19132

Residential Treatment: Integrated: AOD/MH (Adults)
Therapeutic Communities: Integrated: AOD/MH (Adults)

Gaudenzia Coatesville Outpatient

31 South 10th Avenue
Coatesville, PA 19320

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Common Ground

3740 Chambers Hill Road
Harrisburg, PA 17111

Detoxification/Withdrawal Management: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Integrated: AOD/MH (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Integrated: AOD/MH (Adults)

Gaudenzia Concept 90

124 East Azalea Drive
Harrisburg, PA 17110

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Crownsville

107 Circle Drive
Crownsville, MD 21032

Community Housing: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Focus House

701 North 63rd Street
Philadelphia, PA 19151

Community Housing: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Fountain Springs

95 Broad Street
Ashland, PA 17921

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Fresh Start

604 West Tenth Street
Wilmington, DE 19801

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Fulton County

201 Lincoln Way West, Suite 105
McConnellsburg, PA 17233

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Gibson

907 Gibson Boulevard
Steelton, PA 17113

Community Housing: Mental Health (Adults)

Gaudenzia Glen Burnie

5 Crain Highway North, Rear Entrance
Glen Burnie, MD 21061

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Harrisburg Outpatient

2039 North Second Street
Harrisburg, PA 17102

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Integrity House

1141 East Market Street
York, PA 17403

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Kindred House

1030 South Concord Road, Building Two
West Chester, PA 19382

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Lewisburg

480 Hafer Road
Lewisburg, PA 17837

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Lower Bucks

501 Bath Road
Bristol, PA 19007

Detoxification/Withdrawal Management: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Integrated: AOD/MH (Adults)

Gaudenzia Middleburg Outpatient

201 East Main Street, Suite 1
Middleburg, PA 17842

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Montgomery County Outpatient

166 West Main Street, Second Floor
Norristown, PA 19401

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia New Destiny

91 Broad Street
Ashland, PA 17921

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia New Image

1300 East Tulpehocken Street
Philadelphia, PA 19138

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia New Journey

18514 Pentecostal Street
Ellendale, DE 19941

Residential Treatment: Integrated: AOD/MH (Adults)
Therapeutic Communities: Integrated: AOD/MH (Adults)

Gaudenzia Outreach II

39 East School House Lane
Philadelphia, PA 19144

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Park Heights Outpatient

4450 Park Heights Avenue
Baltimore, MD 21215

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Pottsville Outpatient

One South Second Street, Fourth Floor
Pottsville, PA 17901

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Re-Entry

5401 Wayne Avenue
Philadelphia, PA 19144

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Siena House D and A

128 East Azalea Drive
Harrisburg, PA 17110

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Together House - People with Hope/Short Term/Women's FIR/Men's FIR/Outreach I/New Outlooks

1306 Spring Garden Street
Philadelphia, PA 19123

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Mental Health (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Vantage

208 East King Street
Lancaster, PA 17602

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Washington House

1516 Washington Street
Philadelphia, PA 19146

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia West Chester

1030 South Concord Road
West Chester, PA 19382

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia West Chester Outpatient

110 West Town Road
West Chester, PA 19382

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia West Shore Outpatient

4740 Dellbrook Road
Mechanicsburg, PA 17050

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Gaudenzia Woodland Avenue

3643 Woodland Avenue
Baltimore, MD 21215

Community Housing: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Therapeutic Communities: Alcohol and Other Drugs/Addictions (Adults)

Harrisburg Central Region Office

2930 Derry Street
Harrisburg, PA 17111

Administrative Location Only

New Options

1910 North Second Street
Harrisburg, PA 17102

Prevention: Alcohol and Other Drugs/Addictions (Adults)

Road to Recovery

3302 Green Street
Claymont, DE 19703

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Weinberg Family Center

4613 Park Heights Avenue
Baltimore, MD 21215

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

Willow Grove/Dresher

830 Twining Road
Dresher, PA 19025

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

WINNER Program

1832-34 West Tioga Street
Philadelphia, PA 19140

Residential Treatment: Integrated: AOD/MH (Adults)



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Uniform Data Collection System – CQI Plan
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Quality Improvement Program Plan

MISSION:

The Gaudenzia Continuous Quality Improvement (CQI) Program shall devote itself to achieving, improving and maintaining an-optimal quality of client care. The CQI Program, therefore, shall recognize that high standards of care and of practice exist, and that these standards must be met to assure that a single, uniform level of excellence is rendered throughout the facilities to all clients, regardless of demography or ability to pay. This written plan is designed to reflect this mission and to declare formally the Board of Director's intent to create a CQI Program destined for immediate implementation and continued operation.

AUTHORITY

The Board of Directors of Gaudenzia, Inc. has charged the Executive Director, Regional Directors, and the Continuous Quality Improvement Committee with the responsibility for initiating a mechanism to ensure that optimal standards of client care are achieved. The mechanism shall be a standing committee known as the Executive Committee for Quality Improvement (ECQI).

PURPOSE

The CQI Program shall have as its purpose the development of a well-defined quality improvement plan. The plan is to serve as a blueprint for a programmatic effort to monitor, improve, and evaluate the quality and appropriateness of the clinical care rendered, and identify opportunities and/or areas in which client care can be improved.

With this form, structure, and purpose, the CQI program shall meet the following objectives:

1. To ensure that optimal client care is provided in a safe, clean and wholesome environment and that services are provided along cost-effective lines.
2. To coordinate all client monitoring and evaluation functions to assure that all services and practitioners providing services within the facilities or by contract services fulfill their obligations in accordance with local, state, federal, accrediting, and professional staff guidelines.
3. To integrate CQI activities with the following QI related mechanisms:
 - a. client care monitoring
 - b. utilization review
 - c. in-service and continuing education
 - d. facility and program evaluation
 - e. privileging and credentialing
 - f. staff growth and development
 - g. support services (Safety, Security, Sanitation, etc.)
4. To evaluate client care problems in terms of thresholds that reflect clinically sound, achievable and measurable client care practices.



GAUDENZIA, INC.
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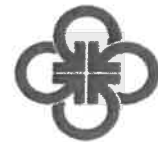


Subject: **Uniform Data Collection System – CQI Plan**
Relevant Regulations/Standards: COMAR 10.47
Revision Date: **Feb 2015**

5. To ensure that improvements can be and are identified through ongoing data-monitoring activities, and to allot priority to those issues which bear directly on improving the quality of services.
6. To identify and pursue opportunities and/or areas in which client care can be improved.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Uniform Data Collection System – CQI Program
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

CQI Program Organization and Responsibilities

The CQI program is organized to permit participation in quality-improvement activities by individuals who are affiliated with the facilities. Mechanisms shall exist to ensure diverse input arising from the client population, department, administration and the Board of Directors. The organizational components are as follows:

- 1 - The CQI committee (ECQI) has responsibility for ensuring that the key components of the QI program meet stated objectives. This committee has quasi-authoritative and consultative functions, respectively, from and to the appropriate Regional and Executive Director.
- 2 - The Director of CQI acts to provide consultative services to the appropriate Regional Directors and the ECQI with regard to quality-improvement activities. The Director of CQI also serves as the Chairperson of the ECQI.
- 3 - The Director of CQI monitors all quality-improvement activities, serves as custodian of all quality improvement records, and reports to the appropriate Regional Director.
- 4 - The data-retrieval function is assigned to the Clinical Supervisor, UR Coordinator and unit / department supervisors. These individuals are responsible for conducting systematic searches of the records and other data sources. Mandates issued by these persons can arise from action of the CQI Director, the ECQI or other entities as designated the regional Directors.
- 5 - Every staff member contributes to the facilities' quality improvement activities by providing problem identification input to the quality-improvement system via formal channels, formal channels consist primarily of documented reports to quality improvement personnel or of information secured from personnel during staff surveys or meetings.

Program Components:

Monthly CQI Committee Meetings:

Each month, the following 6 CQI Committees meet:

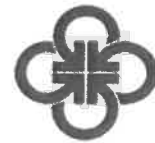
- Eastern Region Residential Mental Health Programs
- Eastern Region Residential Drug & Alcohol and Women and Children Programs
- Eastern Region Ambulatory (Outpatient) Programs
- Chesapeake Region Programs (All)
- Central Region Residential Programs
- Central Region Ambulatory (Outpatient) Programs

The purpose of these meetings is for the program managers of similar programs in each region to meet as peers, review data, share insight, troubleshoot problems, suggest solutions, discuss outcomes, and hold each other accountable for meeting the standards set forth by the agency.

Monthly Quantitative Audits of Clinical Charts:



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Subject: Uniform Data Collection System – CQI Program
Relevant Regulations/Standards: COMAR 10.47
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Each month, each program will conduct a comprehensive quantitative review of a pre-determined sample of its clinical charts. This is done to ensure that each chart contains all required documentation in order to meet all Licensing, Accrediting, and Funding standards and requirements.

Results of these audits will be reported in the monthly CQI meeting. Any area falling below 100% compliance will be discussed, and areas falling significantly below 100% will require that corrections be made and reported on in the following months' meeting. The committee will help to consult with any program struggling in any area with suggestions for improvement.

Monthly Qualitative Audits of Clinical Documentation:

On a monthly basis, the Program Director, Program Supervisor or assigned staff will conduct a comprehensive qualitative review of a pre-determined sample of the program's clinical charts.

The tool used to evaluate the quality of each area describes the criteria for each item, in order to make the review as objective, clear, and evidence-based as possible.

Monthly monitoring of Quality of Care:

As a part of the Qualitative chart review, the quality and appropriateness of the services delivered will be evaluated and documented in the monthly CQI report. Additionally, the CQI report also serves as a tool to monitor whether or not individuals being admitted to the program meet all admission criteria and that clients being successfully discharged from the program meet all completion criteria in order to ensure appropriateness and continuity of care.

Monthly monitoring of Follow Up outcomes:

On a monthly basis, programs will report on the post-discharge status of all clients. The tool used to record this data notes the date of discharge from the Gaudenzia program; the level of care and program name of the program to which the client is being discharged; and the date that the client actually began services at that next level of care (as well as several other pertinent data points). This is done to monitor and improve the coordination and smooth transition through the continuum of care in an effort to increase successful client outcomes.

Monthly monitoring of Programming Data/Utilization Review:

On a monthly basis, each program will report on key data points to including, but not limited to:

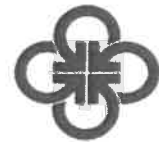
- Number of Admissions
- Number of Discharges
- Average Length of Stay for all Discharges
- Number and Rate of Program Completion
- Average Length of Stay for Individuals who Complete the Program
- Number and Rate of 'Negative' Discharges

These data points are reviewed and discussed in the monthly CQI meeting. In areas where the program falls below established thresholds, the causes for such are discussed as well as possible solutions. Where a program falls significantly below established thresholds a plan of correction may be required.

Quarterly review of Agency wide Programming Data:



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On a quarterly basis, the Programming Data described above is compiled into an agency-wide report organized by 'clusters' of similar programs. This report serves to monitor the overall effectiveness of the agency's programs and help to identify trends within regions or types/levels of care. This report is given to the Board Program Committee and reviewed by them. Regional Director is present at this review to respond to questions and explain the reasons for any areas falling below established thresholds. The report then serves as the basis for reporting by the Program Committee to the Board at large.

Monthly meeting of CQI Subcommittee of Board Program Committee:

On a monthly basis, the CQI Subcommittee to the Board of Directors Program Committee meets to review and discuss specific areas of program performance and quality improvement activities. This subcommittee reports to the Board Program Committee, which in turn reports to the Board of Directors, thereby ensuring that the Board is continually kept apprised of all critical CQI and Programming activities.

Reporting of CQI Data and Activities to the Executive Director:

On a monthly basis, the Director of Clinical and Research & Evaluation Services meets with the Executive Director and reports on critical CQI data, activities, and any significant concerns. This is to ensure that the Executive Director is kept apprised of any significant program concerns, and to involve the Executive Director in any agency-wide decision making.

Revision of forms:

Any and all revision of any Gaudenzia form, and/or creation of any new form to be utilized at any Gaudenzia program must come through the CQI Department. Program staff are encouraged to bring to the CQI Committee for consideration suggestions or requests for revisions, but may not alter or create any new form, or use any altered or newly created form at their program without approval of the CQI Department.

When a form has been revised or created, it will be disseminated through the CQI Committee so that Program managers will have the opportunity to ask questions and have them answered and to raise any concerns about the forms. It will then be the responsibility of the Program managers to ensure that the new form is implemented as intended, and that all previous versions of the revised form currently at the program are destroyed.

Client Satisfaction Surveys:

Client satisfaction surveys are distributed at regular intervals and to a representative cross-section of clients in order to accurately gauge the satisfaction of the persons served. Results of these surveys are tallied and analyzed for review by the CQI Committee. Programs falling below 85% satisfaction ratings in any area, and/or programs with responses of a particularly concerning or high-risk nature, are required to submit a corrective action plan to the committee in order to address concerns in that area. Results of these surveys, as well as actions to address them, will be posted in common areas of each program in order to provide feedback to persons served.

Annual review of the Continuous Quality Improvement Program:

The Continuous Quality Improvement Director is responsible for completing an annual review, evaluation, and analysis of the CQI program activities at the end of each fiscal year.

Coordination of Preparation for Licensing, Accreditation Funding, and other External visits:



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POLICY & PROCEDURE MANUAL**



Subject: Uniform Data Collection System – CQI Program
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The CQI Committee serves as a mechanism to coordinate the preparation of programs for any external reviews, audits, or other types of site visits, etc.

Following the completion of any of these types of external reviews, the Program Director will report to the committee regarding the findings and outcome of the review, as well as any citations, recommendations, and necessary plans of correction. Plans of correction may be reviewed and discussed by the committee as necessary.

Policy Changes:

Any and all revision of any Gaudenzia Policy, and/or creation of any new policy to be utilized at any Gaudenzia program must come through the CQI Department. Program staff are encouraged to bring to the CQI Committee for consideration suggestions or requests for revisions, but may not alter or create any new policy, or use any altered or newly created policy at their program without approval of the CQI Department.

When a policy has been revised or created, it will be disseminated through the CQI Committee so that Program managers will have the opportunity to ask questions and have them answered and to raise any concerns about the policies. It will then be the responsibility of the Program managers to ensure that the new policy is implemented as intended, and that all previous versions of the revised policy currently at the program are destroyed.

Documentation of Quality-Improvement Activities:

It is the responsibility of the ECQI to ensure that accurate and complete records of the quality improvement activities within the facility are maintained. The Clinical Supervisor is designated as the primary medium for collating documentation which reflects active efforts to meet quality improvement objectives.

Minutes:

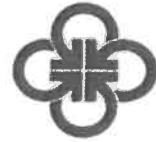
The ECQI maintains minutes of its meetings and ancillary records of quality-improvement activities.

Statistics:

The CQI Committee initiates data-gathering activities as part of its function of issue identification, assessment, improvement, monitoring, and demonstrating the effectiveness of the CQI Program. These data-gathering activities may originate from committee mandate, from a mandate by the Board of Directors, Director of CQI, or the Regional Directors. The chief source of data within this function shall be the client's record.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Level of Care Determinations
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Level of Care Determinations

Based on information gathered from the client, family members, the referral source, the legal system, mental health professionals, and any other involved parties, the intake interviewer shall determine whether or not the client demonstrates appropriate placement criteria for admission to the program. The interviewer will refer to established ASAM admission criteria to determine the need for long term residential treatment. The documentation of either of these assessment tools will be incorporated into the client's medical/clinical file.

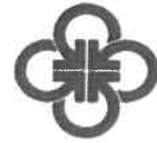
For those clients who do not meet admission criteria, a referral will be made to an appropriate level of care.

The client's treatment progress will be reviewed during clinical staff meetings. The primary counselor shall present data relevant to the client's treatment progress for staff review. The ASAM continued stay criteria will be completed by the primary counselor and the documentation of either of these assessment tools will be incorporated into the client's medical/clinical file.

In cases where clients do not meet continued stay criteria, the discharge plan is finalized by the primary nurse/counselor. Referrals for continued care are also based on ASAM criteria.



GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL



Subject: Concurrent Review
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

Concurrent Review

The ASAM is a set of guidelines designed to provide clinicians with a basis for determining the most appropriate care for clients with substance abuse problems. These guidelines include admission, continued stay and discharge/referral criteria.

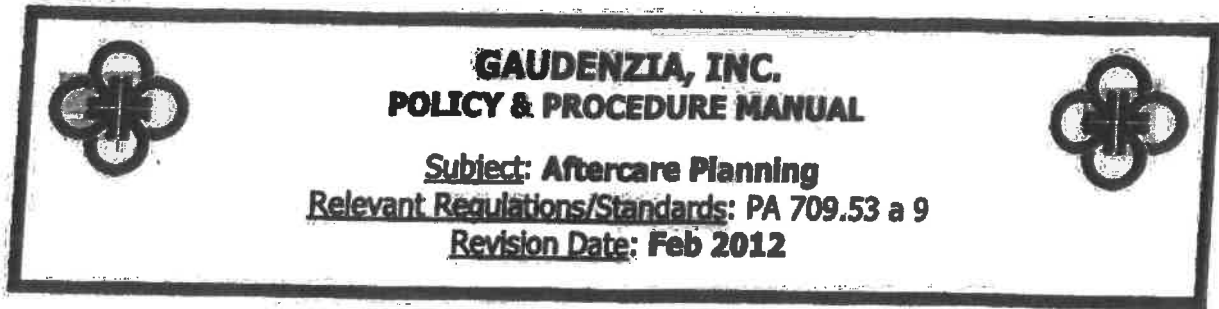
Admission, continued stay and discharge/referral criteria should be used at every type of service throughout the continuum of care. A client receives alcohol and drug treatment services at the most appropriate level of care (LOC) until she/her has developed coping strategies to support a self-directed recovery program, and no longer meets the admission criteria for any level of care.

Continued stay are used and reviewed and determine the clinical necessity of a client's status in a particular level of care and type of service. The treatment funding source (s) directs a treatment program when to utilize continued stay criteria for concurrent reviews however, it should be used whenever deemed clinically appropriate by the treatment provider.

Discharge criteria is used when a client leaves a particular level against staff advice (ASA) or for the lack of compliance (therapeutic discharge). In the case of non-compliance, referral criteria should be completed with the documentation detailing the client's failure to comply. A discharge assessment must be completed.

When documenting clinical justification for a prescribed level of care, it is important that the client-specific information be recorded with the ASAM in each of the dimensions. The following information is necessary:

1. Current five axis diagnosis
2. Treatment progress (or lack thereof)
3. Medical information (when applicable)
4. Special needs of the client
5. Psychosocial and Medical problems of the client
6. Anticipated problems and/or concerns for future compliance
7. The client's mental status
8. Completed Discharge Plan



Aftercare Planning

Aftercare planning is initiated during the first week of treatment. In an effort to promote continued growth of the progress made while in treatment, Gaudenzia attempts to complete individualized aftercare plan with each client regardless of the discharge status or treatment disposition.

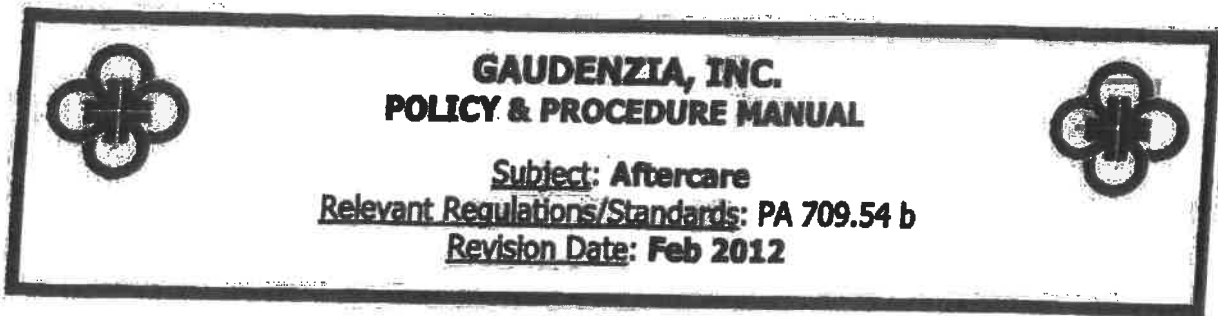
Initial discharge plan begins within 24 hours of admission while formal arrangements are made upon determination of the client's readiness for discharge. This is the individual's plan for the future, including identification of the client's personal goals and objectives. It should focus on sustaining and building on the progress achieved during treatment and should have input from all significant persons, especially the client.

While some clients may refuse aftercare planning (i.e. when leaving against staff advice), each client being considered for treatment completion must complete an individualized aftercare plan. In preparation for the aftercare plan, the client is asked to complete a "Mock Continuing Care Plan" containing information on: living arrangements, employment, recreation/leisure activities, AA/NA sponsor, contacts, and planned meeting attendance.

The formal Discharge/Continuing Care Plan to be completed by the Counselor in conjunction with the client, shall contain:

- Assessment of the Client's commitment to recovery
- Family involvement
- Living Arrangements
- Employment/Education plans
- Recreation/Leisure Activities
- Plans for 12 step program participation
- D & A service/treatment arrangements
- Ancillary service arrangements
- Future Goals, Action Steps and projected dates of achievement
- Treatment Summary
- Prognosis
- Referral and Client comments
- Project services post-discharge
- Readmission procedures (criteria for re-entry into the program)
- Provision for the periodic re-evaluation and termination of the plan
- Client/Staff signatures

The original aftercare plan shall be maintained in the client's record. A copy of the plan should be given to the client.



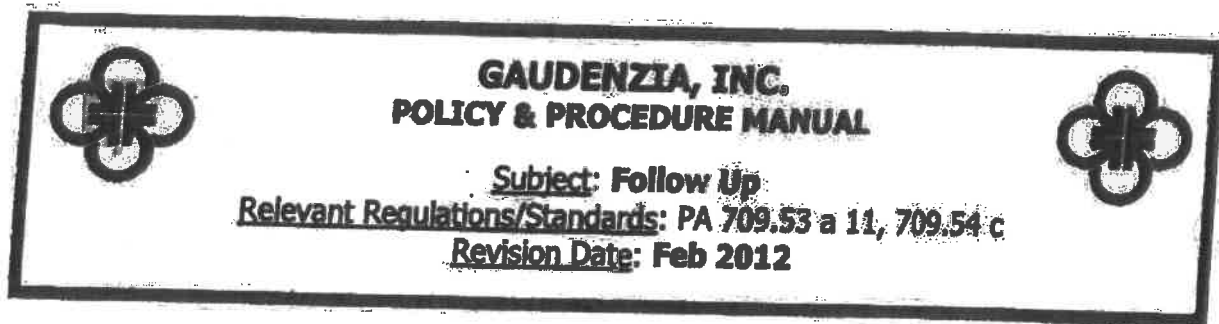
Aftercare

In an effort to promote continued growth of the progress made while in treatment, Gaudenzia programs complete an individualized aftercare plan with each and every client.

The Initial Aftercare Plan is initiated within the first week of treatment at residential programs and within 30-60 days or the first 3 sessions of treatment in outpatient programs, with formal arrangements pursued as the client demonstrates progress towards discharge readiness.

The Counselor or designee assumes responsibility for completion of the written aftercare plan prior to discharge signed by the client.

Additional details regarding aftercare planning are referenced under standard 709.53 a 9.



Follow Up

All Gaudenzia programs will make reasonable follow up attempts regarding all clients after discharge from any Gaudenzia program (unless the client has made a specific request to not receive a follow up). This is done to ensure that a client who has been referred to another program or service is successfully connected with that program or service. It is also done in order to document the discharged client's progress and well being, and if necessary and appropriate, provide an opportunity for re-admission to the program or referral to another appropriate service. Only after such an attempt has been made and documented as described below will Gaudenzia consider its obligation to the individual fulfilled.

If the client is referred to another program or service, Gaudenzia will, having obtained the written consent of the client, attempt via telephone to contact the program to which the client was referred in order to determine the disposition of the referral. This will be completed no later than 7 days after the date of the client's referral appointment.

In instances when the client either refuses a referral to another program or service, or circumstances otherwise prevent such a referral (i.e.: the client leaves against staff advice, declines referral to services after discharge, etc) an attempt will still be made to follow up with the client within 30 days after the date of discharge.

Responsibility for follow up lies with the client's Primary Counselor, unless otherwise designated by the Program Director or Supervisor.

Information obtained during follow up shall include:

- The client's current status with the program or service to which they were referred.
- The client's current sobriety status.
- The client's current 12 step/support group involvement.
- The client's overall progress with aftercare goals.

In instances where the client refuses follow up, such refusal shall be documented on the Follow Up form as well as in a progress note documenting the client's stated reason for refusal.

All information regarding follow up (including unsuccessful follow up attempts, and documentation of refusal to consent to follow up) shall be maintained on-site in a Follow Up Log binder.



GAUDENZIA

3643 Woodland Ave
Baltimore, MD 21215(410) 367-5501
Fax: (410) 367-4447*Chairman of the Board
Gaudenzia, Inc.**Richard M. Bockol, Esq.
Chairman of the Board
Gaudenzia Foundation, Inc.**Michael Harle, M.H.S.
President/Chief Executive Office*

**MEMORANDUM OF AGREEMENT
BETWEEN
Arundel House of Hope
AND
Gaudenzia, Inc.**

This memorandum of agreement is made and entered on this April 2, 2013, by and between Gaudenzia, Inc. and Arundel House of Hope, in support of multiple levels of substance abuse treatment and trauma education. The memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and Arundel House of Hope

Through this agreement, Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health, case management, trauma informed care and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external resources.
3. Provide follow-up information (i.e. progress, discharge self or otherwise) on client referred by Arundel House of Hope.

Through this agreement, Arundel House of Hope will:

1. Accept Gaudenzia, Inc. clients referred to Arundel House of Hope for safe housing in the recovery process
2. Provide safe, drug free housing which is in good repair, free of insects or other infestations, and meets proper city zoning codes for the stated use.
3. Ensure proper monitoring for safety and cleanliness.

Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of the agreement.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this agreement Commercial Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations, and shall not be disclosed without written consent of the client or designated guardian, except as otherwise noted.

Helping people help themselves since 1968

MEMORANDUM OF AGREEMENT
BETWEEN
Center for Addiction Medicine
AND
Gaudenzia, Inc.

This Memorandum of Agreement is made and entered in May 26, 2011, by and between Gaudenzia, Inc. and Center for Addiction Medicine in support of multiple levels of substance abuse treatment services. This memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and Center for Addiction Medicine.

Through this agreement Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health case management, trauma informed care and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external services.
3. Provide follow-up information (i.e. progress, discharge self or otherwise) on the client

Through this agreement, Center for Addiction Medicine will:


1. Provide appropriate patient referrals.
2. Provide patient information including, but not limited to, medical history and progress notes.
3. Provide patient's methadone medication.

Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. The agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of this agreement.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this Agreement, Commercial General Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this Agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations and shall not be disclosed without written consent of the client or designated guardian, except, as otherwise specified.

Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.


Signature
3/25/11
Date

Gale Saler, Regional Director
Gaudenzia Inc.
Chesapeake Region

Marian A. Curran
Signature
5/25/11
Date

Your signing authority

MEMORANDUM OF UNDERSTANDING
BETWEEN
GAUDENZIA, INC.
AND
CHANGE HEALTH SYSTEMS, INC.

This Memorandum of Understanding (MOU) is made of this 25th day of August, 2015 by and between Change Health Systems, INC (provider) and Gaudenzia INC.

BACKGROUND

Change Health Systems, INC has requested an opportunity to provide, subject to parental consent (for minors), psychiatric services (per request) to individuals and families at Gaudenzia INC Park Heights Maryland location. The purpose of this MOU is to establish the obligations of the parties under this MOU.

TERMS

TERM The MOU shall be for a term beginning September 1, 2015 and for an indefinite period provided each party to the MOU agrees to continue working with each other.

FEES

- Gaudenzia, INC agree to pay Change Health Systems, INC an administrative service fee in the amount of \$ 25 for each hour for each day a Psychiatrist/ Psych Nurse Practitioner deliver services through patient contact. Change Health Systems would bill Gaudenzia on a bi-monthly basis (15th and 30th) and payment is due in 5 business days upon invoicing.
- Gaudenzia agrees that failure to pay invoice timely as agreed above would attract a 2% interest on amount outstanding.
- Gaudenzia, INC agrees to pay an hourly service fee of \$ 150 for each hour Psychiatrist/ Psych Nurse Practitioner deliver services through patient contact at Gaudenzia facility regardless of the number of cases or modalities performed by the Psychiatrist/ Psych Nurse Practitioner.
- Gaudenzia agree that Change Health Systems, INC would not be required to bill patient's (parent/ legal guardian) health insurance Company, medical assistance for services or exclude any direct billing to the patient's parent or legal guardian.
- Gaudenzia INC agrees to schedule clients and ensure clients prompt attendance of psychiatric appointments

CHANGE HEALTH SYSTEMS, INC DUTIES

- Source, screen and present potential Psychiatrist/ Psych Nurse Practitioner as appropriate
- Use our best efforts to present Psychiatrist/ Psych Nurse Practitioner acceptable to Gaudenzia INC
- Reimburse the Psychiatrist/ Psych Nurse Practitioner for his/ her fee(s)
- Provide malpractice insurance coverage, where required through our insurance carrier for any and all psychiatrist/ psych nurse practitioner provided by Change Health Systems to Gaudenzia, INC
- Verify or assist in obtaining Psychiatrist/ Nurse Practitioner licensure, as necessary
- The licensed psychiatrist/ psych nurse practitioner is considered to be an employee of Change Health Systems and not an employee of Gaudenzia, INC
- To maintain patient charts receiving medication management services only. Change Health Systems would provide one administrative support/ assistant for Psychiatrist/ Psych Nurse Practitioner
- Provide opportunity for continuous collaboration between Psychiatrist/ Psych NP and CHS Chief Medical Director.
- To provide Gaudenzia 20hrs on Psychiatrist/ Psych NP time per week. Any changes to number of hours each week must be agreed to in writing by both parties

GAUDENZIA INC. DUTIES (CLIENT)

- To make timely payment of all billed invoices for psychiatrist/ psych NP time at Gaudenzia facility regardless of the number of cases or modalities performed by the Psychiatrist/ Psych Nurse Practitioner.
- Gaudenzia INC is to provide and maintain conducive work environment not limited to providing a location at Gaudenzia facilities for use by Change Health Systems, INC
- To provide periodic update or information to Change Health Systems and its management team about changes or new policies that might have impact on Change Health Systems and its employee (Psychiatrist/ Psych Nurse Practitioner) ability to provide medication management services
- Use Independent judgment as to a Psychiatrist's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Psychiatrist's/ Psych NP's qualifications belongs to the client

John
8/26/2015

- Supply the Psychiatrist/Psych NP, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with acceptable clinical and procedural standards
- Verify the identity of Psychiatrist/Psych Nurse Practitioner at Gaudenzia facility
- You are responsible for signing Psychiatrist's timesheet on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed timesheet indicates your agreement that Psychiatrist/Psych Nurse Practitioner has properly provided Services for the stated hours and that you will remit payment. If you have questions concerning the Psychiatrist's time sheet, you shall notify CHANGE HEALTH SYSTEMS, INC within three (3) business days of your receipt of the timesheet in question from the Psychiatrist. After three (3) business days, any and all timesheet(s) will be deemed accurate and valid and CHANGE HEALTH SYSTEMS would be entitled to payment of service fees for the time reflected on that time sheet in accordance with the terms hereof
- Payment for each time card period is due immediately upon receipt of an invoice. All payments more than fifteen (15) days past due will accrue interest at the rate of 10% per month from the date of invoice or the date due, whichever is later.

CONSENT AND AUTHORIZATION TO SHARE MEDICAL INFORMATION

- Change Health Systems, INC is to provide a signed consent form executed by the parent/legal guardian/individual authorizing that their child/individual is to be provided services at Gaudenzia or CHS clinic by Change Health Systems, INC
- Change Health Systems, INC is to provide Gaudenzia INC with a signed parent/individual consent form prior to providing services to clients at Gaudenzia
- Change Health Systems, INC is to provide a signed parent/client release to allow two way communications between Gaudenzia INC and counseling agency/Change Health Systems, INC and the exchange of confidential medical, psychological records/information.

HOURS OF OPERATIONS

- Change Health Systems, INC's days and hours of operations shall be the same as the days and hours of operations of Gaudenzia INC.
- Gaudenzia INC understands that in the event of inclement weather or an emergency closure of Gaudenzia, INC or Change Health Systems, INC, that it will not be able to operate its health center.

GENERAL REQUIREMENTS

- **INDEPENDENT CONTRACTOR** - Gaudenzia INC and Change Health Systems, INC recognized and agree that Change Health Systems, INC is an independent contractor, and that neither Change Health Systems, INC nor any of Change Health Systems, INC's employees (Psychiatrist/Psych Nurse Practitioner) or agents is an employee of Gaudenzia INC
- **SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A PSYCHIARIST** - Gaudenzia INC recognizes and agrees that Psychiatrist/Psych Nurse Practitioner is an employee of Change Health Systems, INC. As such Gaudenzia and/or its agents may not enter into a direct relationship with a Psychiatrist /Psych Nurse Practitioner who has worked with them or has been introduced or presented through CHANGE HEALTH SYSTEMS, INC. Failure to comply with the above would result in a breach of contract and Gaudenzia agrees to pay an amount in the sum of fifty thousand dollars (\$50,000.00) due within 5 business days upon hiring or engaging the services of CHS referred Psychiatrist/Psych Nurse Practitioner outside this MOU as referral compensation to Change Health Systems.
- **COMPLIANCE WITH LAWS** - Change Health Systems, INC shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable to the services to be rendered under this MOU.
- **TERMINATION FOR CONVENIENCE** - Gaudenzia INC reserves the right to terminate this MOU at any time, without any liability, upon ninety (90) days prior written notice to Change Health Systems, INC. In the event that Gaudenzia terminates this MOU, Change Health Systems, INC shall vacate premises and Change Health Systems, INC shall remove, at its sole expense, its equipment, supplies and property from Gaudenzia facilities within thirty (10) business days after the expiration of the ninety (90) day notice.

Gaudenzia INC may request that a Psychiatrist/Psych Nurse Practitioner be removed at any time if the request is based on reasonably dissatisfaction with the clinical performance or professional conduct of such Psychiatrist or (b) at any time or for any

Jelena
8/15/2016

reason, provided that Change Health Systems, INC receive at least 30 days prior written notice. If request that a Psychiatrist/Psych Nurse Practitioner be removed, written documentation detailing the specific reasons for the request for removal must be received by Change Health Systems, INC prior to the Psychiatrist's removal and such documentation must be reasonably satisfactory to Change Health Systems, INC.

- **PROFESSIONALS** – In the event of the services to be provided by Change Health Systems, INC must by law be provided by individuals who are licensed and/or certified, only individuals who are licensed and/or certified in accordance with the law shall provide the required services. All such individual shall maintain their license and/or certification in good standing during the entire time of this MOU.
- **GOVERNING LAW** – This MOU shall be construed by and governed under the laws of the State of Maryland
- **ENTIRE AGREEMENT** – This MOU supersedes all prior oral and written proposals and communications between Change Health Systems, INC and Gaudenzia INC related to Change Health Systems, INC's Psychiatrist/Psych Nurse Practitioner services to be performed. This MOU may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the enforcement of such modification or waiver is sought.
- **WAIVER** – No waiver of any breach of any provision of this MOU shall operate as a waiver of such provision of this MOU or as a waiver of subsequent or other breaches of the same or any other provision of this MOU, nor shall any action or non-action by either party be construed as a waiver of any provision of this MOU or of any breach thereof unless the same has been declared or recognized as a waiver by such party in writing.
- **MOU MONITOR**– Communications for the purposes of the administration of this MOU shall be between the MOU Monitors who are as follows

FOR GAUDENZIA INC

Andrea Person
Name

3643 Woodland Ave
Address

Baltimore, MD 21215
City, State, Zip Code

410-367-5501
Telephone Number

410-367-4447
Fax Number

FOR CHANGE HEALTH SYSTEM, INC

Jay Jay Jelencic
Name

2401 Liberty Heights Ave Ste 4670
Address

Baltimore MD 21215
City, State, Zip Code

410-233-1088 ext 2406
Telephone Number

410-233-1087
Fax Number

In Witness Whereof, the parties have signed and sealed this MOU as of the day first written above

Gaudenzia INC

[Signature]
Name: Gregory C. Warner
Title: Regional Director
Date: 8/25/15

Change Health Systems, INC

[Signature]
Name: Jay Jay Jelencic
Title: Deputy CEO
Date: 8/25/2015

**MEMORANDUM OF AGREEMENT
BETWEEN
The Family Tree
AND
Gaudenzia, Inc.**

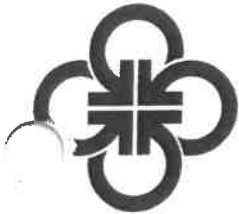
This Memorandum of Agreement is made and entered in this 16th day of May 2011, by and between Gaudenzia, Inc. and The Family Tree, in support of multiple levels of substance abuse treatment services. This memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and The Family Tree.

Through this agreement Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health case management, trauma informed care and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external services.
3. Provide follow-up information (i.e. progress, discharge self or otherwise) on the client referred by Recovery in Community.

Through this agreement, The Family Tree will:

1. Accept Gaudenzia clients, with children ages birth to two years old, to participate in the Attachment and Biobehavioral Catch- Up Early Intervention Program.
2. The "ABC" Early Intervention will guide parents to acquire the following skills:
 - A. Recognize and understand the needs of their children.
 - B. Properly respond to the needs of their children.
 - C. Follow the child's lead by engaging in child-directed activities.
 - D. Attend to the child's signals more accurately and appropriately.
 - E. Examine the relationship between past experiences and present parenting practices.
 - F. Identify and comprehend the risks of frightening behaviors.
 - G. Understand and recognize the importance of touch.
3. Provide participants in the "ABC" program supplies necessary to complete the program.
4. Provide additional parental informational resources to Gaudenzia, Inc. staff when available.



GAUDENZIA

MEMORANDUM OF AGREEMENT

3643 ~~BETWEEN~~ Baltimore, MD 21215
Health Care for the Homeless, Inc.

(410) 367-5501
Fax: (410) 367-4447

AND
Gaudenzia, Inc.

Chairman of the Board
Gaudenzia, Inc.

Richard M. Bockol, Esq.
Chairman of the Board
Gaudenzia Foundation, Inc.

Michael Harle, M.H.S.
President/Chief Executive Officer

This memorandum of agreement is made and entered in this 19th day of March 2013, by and between Gaudenzia, Inc. (Gaudenzia) and Health Care for the Homeless, Inc. (HCH) in support of multiple levels of substance abuse treatment and trauma education. The memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia and HCH.

Through this agreement, Gaudenzia will:

1. Accept clients referred by HCH into Gaudenzia's residential treatment program – including, but not limited to, substance abuse, mental health, case management, trauma informed care and prevention services.
2. Provide follow-up information (i.e. progress, discharge self or otherwise) on clients referred by HCH when appropriate and with requisite release of information documentation.
3. Provide appropriate referrals, as needed, to outside agencies for external resources.

Through this agreement, HCH will:

1. Accept clients experiencing homelessness referred by Gaudenzia into HCH services – including primary medical care, mental health and case management services, outpatient addiction treatment, and dental care.
2. Conduct targeted outreach to people experiencing homelessness in partnership with Baltimore City's Hands In Partnership homeless outreach collaborative.
3. Provide education, testing, treatment, counseling and referral services for people living with or at risk of HIV, Syphilis, and other STDs.
4. Provide follow-up information (i.e. progress, discharge self or otherwise) on clients referred by Gaudenzia when appropriate and with requisite release of information documentation.
5. Provide appropriate referrals, as needed, to outside agencies for external resources.

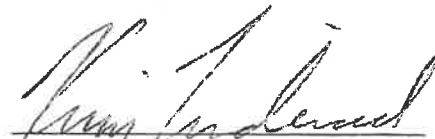
Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of the agreement.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this agreement Commercial Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations, and shall not be disclosed without written consent of the client or designated guardian, except as otherwise noted.

Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.


Signature Date

 3/31/13
Signature Date

Andrea Person, Division Director
Gaudenzia, Inc.
Chesapeake Region

Kevin Lindamood, President & CEO
Health Care for the Homeless, Inc.

Helping people help themselves since 1968

MEMORANDUM OF AGREEMENT
BETWEEN
House Of Ruth Maryland, Inc.
AND
Gaudenzia, Inc.

This Memorandum of Agreement is made and entered in this 24th day of May, by and between Gaudenzia, Inc. and House Of Ruth Maryland, Inc. (HRM) in support of multiple levels of substance abuse treatment services. This memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and HRM.

Through this agreement Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health case management, trauma informed care and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external services.
3. Provide consultation to HRM on treatment options available to clients and recommend resources or avenues to obtain treatment.
4. Provide follow-up information (i.e. progress, discharge self or otherwise) on the client referred by HRM.
5. Provide documents on occasion, such as a leveraging letter, affirming this partnership.

Through this agreement, HRM will:

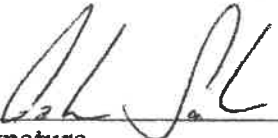
1. Accept Gaudenzia, Inc. clients referred to HRM for English and Spanish Support Groups for women experiencing domestic violence.
2. Provide 24 hour English and Spanish crisis counseling for male and female victims of domestic violence and free assessment and referral to Service Coordination, Shelter, and Legal services as warranted by assessment.
3. Provide consultation to Gaudenzia on safety planning for victims of domestic violence, resources available to victims and perpetrators, and general domestic violence education.
4. Provide follow up information (i.e. progress, safety concerns, etc.) on the clients referred by Gaudenzia.

Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. The agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of this agreement. Once per year on or about the anniversary of this MOU, both parties shall meet to discuss their mutual experiences, identify any procedural changes or modifications of the agreement, and discuss the direction of their respective organizations.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this Agreement, Commercial General Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this Agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations and shall not be disclosed without written consent of the client or designated guardian, except, as otherwise specified.

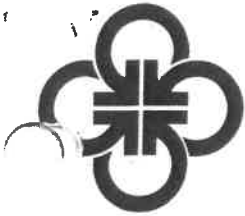
Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.


Signature _____ Date 5/24/11


Signature _____ Date 5-25-11

Gale Saler, Executive Director
Gaudenzia Inc.
Chesapeake Region

Sandi Timmins, Executive Director
House Of Ruth Maryland, Inc.



GAUDENZIA

3643 Woodland Ave
Baltimore, MD 21215

(410) 367-5501
Fax: (410) 367-4447

*Chairman of the Board
Gaudenzia, Inc.*

*Richard M. Bockol, Esq.
Chairman of the Board
Gaudenzia Foundation, Inc.*

*Michael Harle, M.H.S.
President/Chief Executive Officer*

MEMORANDUM OF AGREEMENT
BETWEEN
Maryland Educational Opportunity Center
AND
Gaudenzia, Inc.

This memorandum of agreement is made and entered in this March 22, 2013, by and between Gaudenzia, Inc. and Maryland Educational Opportunity Center, in support of multiple levels of substance abuse treatment and those interested in pursuing higher education. The memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and Maryland Educational Opportunity Center.

Through this agreement, Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health, case management, trauma informed care and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external resources.
3. Provide follow-up information (i.e. progress, discharge self or otherwise) on client referred by MEOC.

Through this agreement, MEOC will:

1. Accept Gaudenzia, Inc. clients referred to MEOC assistance with enrolling in higher education.
2. Provide step by step guidance in acquiring financial assistance for school.
3. Provide assessment for clients, to ensure proper placement at different levels of education.

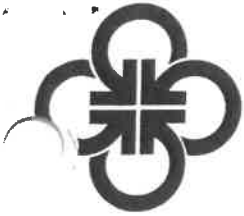
Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of the agreement.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this agreement Commercial Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations, and shall not be disclosed without written consent of the client or designated guardian, except as otherwise note

Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.

Helping people help themselves since 1968



GAUDENZIA

3643 Woodland Ave
Baltimore, MD 21215

(410) 367-5501
Fax: (410) 367-4447

Richard Z. Freemann, Jr., Esq
Chairman of the Board
Gaudenzia, Inc.

Richard M. Bockol, Esq.
Chairman of the Board
Gaudenzia Foundation, Inc.

Michael Harle, M.H.S.
President/Chief Executive Office

Signature _____ Date _____
Andrea Person, Division Director
Gaudenzia, Inc. Chesapeake Region

Signature _____ Date _____
Lynn Drummond
Associate Director

Helping people help themselves since 1968

DRUG AND ALCOHOL REFERRAL AND SUPPORTIVE SERVICE AGREEMENT

BETWEEN

CHESAPEAKE GAUDENZIA
107 Circle Drive
Crownsville, MD 21032

AND

MARYLAND HOUSE DETOX
817 S. Camp Meade Rd
Linthicum Heights, MD 21090

This agreement is to facilitate referrals, continuity of care, aftercare, follow-up and the timely transfer of clients and records.

The two institutions identified above agree as follows:

1. Each institution maintains the freedom to operate independently.
2. When a client's need for transfer or referral from the above institution to the other has been determined by the referring staff, administration, or authorized person, the institution to which transfer or referral is to be made agrees to admit the client as promptly as possible, provided customary admission requirements of the receiving institution are met.
3. The name of one institution shall not be used for any form of publicity or advertising by the other institution without their written consent.
4. Each institution shall have the right to enter into referral and transfer agreements with other institutions.
5. The referring institution will send with each client at the time of transfer such information mutually agreed upon to provide the client care and administrative information necessary to determine the appropriateness of treatment and to enable continuing care to the client. Proper consent forms must be signed before the transfer of records, including information such as diagnosis, prognosis, recovery potential, a summary of the course of treatment followed in the referring institution, available medical information, and pertinent administrative and social information.
6. Procedures for affecting the transfer of the client shall be developed by the institutions and shall be adhered to by both parties.

7. The referral of the client is dependent on client choice. If indicated, the client's relatives or persons or agencies responsible for the client shall be given adequate notice by the institution referring the client prior to the transfer.
8. Whenever it is in the best interest of the client Gaudenzia will consult with the referring institution if the goal of our admission of the client into a Gaudenzia program is to refer the client back to referring institution upon completion.
9. The referral source will be notified if the client fails to complete treatment if appropriate ROI is in place to do so.
10. Facilities will comply with the County, State, Federal and applicable CARF/The Joint Commission regulations regarding the confidentiality of alcohol and drug abuse client records.
11. The client or third party payer, not the referring institution, shall be responsible for the client charges incurred in each institution.
12. Charges for services rendered to the client shall be collected by the facility rendering such services directly from the client, third party payer, or other sources normally responsible; neither facility shall have liability to the other for such services.
13. Neither institution shall assume liability to the other or to the client by virtue of this agreement for debts, responsibilities or other obligations incurred by the other party of this agreement.
14. All records of each institution remain the property of that institution.
15. This agreement shall be in effect for two years from the date of signature and it may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of this agreement.

Signature:  _____

Title: Gaudenzia Regional Director

Date: 7/2/18

Signature:  _____

Title: Director of Operations

Date: 6/18/18

**MARYLAND HOUSE DETOX
QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE
AGREEMENT
(QSO/BA AGREEMENT)**

Gaudenzia, Inc. ("the Center") and Maryland House Detox ("the Program") hereby enter into an agreement both the Center and the Program agree to provide in-patient substance abuse treatment services for patients referred by the other that require a more appropriate level of care or location.

Furthermore, the Center:

1. acknowledges that in receiving, transmitting, transporting, storing processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of the Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected Information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. parts 2
3. agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
4. agrees to report to the Program any use or disclosure of the protected information not provided for by this Agreement of which it becomes aware in writing within 24 hours of the disclosure;
5. agrees to ensure that any agent, including a subcontractor, to whom the Center provides the protected information received from the Program, or created or received by the Center on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Center with respect to such information;


6. agrees to provide access to the protected information at the request of the Program, or to an individual as directed by the Program, in order to meet the requirements of 45 C.F.R. 164-524 which provides patients with the right to access and copy their own protected information within 30 days of the request submitted in writing;
7. agrees to make any amendments to the protected information as directed or agreed to by the Program pursuant to 45 C.F.R., 164.526 within 30 days of the written request;
8. agrees to make available the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the Program, or created or received by the Center on behalf of the Program, to the Program or to the Secretary determining the Program's compliance with HIPAA within 30 days of written request;
9. agrees to document disclosures of protected information and information related to such disclosures, as would be required for the Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R., 164.528 within 30 days of written request;
10. agrees to provide the Program or an individual information in accordance with paragraph (9) of this agreement to permit the Program to respond to a request by and individual for an accounting of disclosures in accordance with 45 C.F.R., 164.528 within 30 days of written request;

Termination

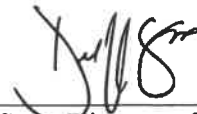
1. The Program may terminate this agreement if it determines that the Center has violated any material term;
2. Upon termination of this agreement for any reason, the Center shall return or destroy all protected information received from the Program, or created or received by the Center on behalf of the Program. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Center. The Center shall retain no copies of the protected information;
3. in the event that the Center determines that returning or destroying the protected information is infeasible, the Center shall notify the Program of the condition that make return or destruction infeasible in writing immediately.

Upon notification that the return or destruction of the protected information is infeasible, the Center shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Center maintains the information.

Executed this 18th day of June, 2018.



Greg Warren, Regional Director
Gaudenzia of Maryland
107 Circle Drive
Crownsville, MD 21032



David Stup, Director of Operations
Maryland House Detox
817 S. Camp Meade Rd.
Linthicum Heights, MD 21090

DRUG AND ALCOHOL REFERRAL AND SUPPORTIVE SERVICE AGREEMENT

BETWEEN

GAUDENZIA, INC.

AND

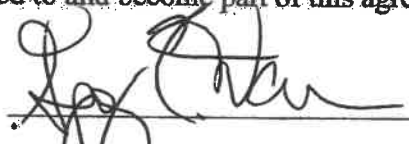
MedMark Treatment Centers
821 North Eutaw St., Baltimore, MD 21201
817 North Calvert Street, Baltimore, MD 21202
2490 Giles Road, Baltimore, MD 21225
8909 Kelso Drive, Essex, MD 21221
2 West Aylesbury Road, Timonium, MD 21093
1361 Brass Mill Road, Belcamp, MD 21017

This agreement is to facilitate referrals, continuity of care, aftercare, follow-up and the timely transfer of clients and records.

The two institutions identified above agree as follows:

1. Each institution maintains the freedom to operate independently.
2. When a client's need for transfer or referral from the above institution to the other has been determined by the referring staff, administration, or authorized person, the institution to which transfer or referral is to be made agrees to admit the client as promptly as possible, provided customary admission requirements of the receiving institution are met.
3. The name of one institution shall not be used for any form of publicity or advertising by the other institution without their written consent.
4. Each institution shall have the right to enter into referral and transfer agreements with other institutions.
5. The referring institution will send with each client at the time of transfer such information mutually agreed upon to provide the client care and administrative information necessary to determine the appropriateness of treatment and to enable continuing care to the client. Proper consent forms must be signed before the transfer of records, including information such as diagnosis, prognosis, recovery potential, a summary of the course of treatment followed in the referring institution, available medical information, and pertinent administrative and social information.
6. Procedures for affecting the transfer of the client shall be developed by the institutions and shall be adhered to by both parties.
7. The referral of the client is dependent on client choice. If indicated and proper consent forms are obtained, the client's relatives or persons or agencies responsible for the client shall be given adequate notice by the institution referring the client prior to the transfer.

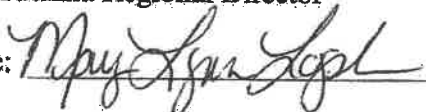
8. Whenever it is in the best interest of the client Gaudenzia will consult with the referring institution if the goal of our admission of the client into a Gaudenzia program is to refer the client back to referring institution upon completion.
9. The referral source will be notified if the client fails to complete treatment.
10. The Institutions will comply with the County, State, Federal and applicable CARF/The Joint Commission regulations regarding the confidentiality of alcohol and drug abuse client records.
11. The client or third party payer, not the referring institution, shall be responsible for the client charges incurred in each institution.
12. Charges for services rendered to the client shall be collected by the facility rendering such services directly from the client, third party payer, or other sources normally responsible; neither facility shall have liability to the other for such services.
13. Neither institution shall assume liability to the other or to the client by virtue of this agreement for debts, responsibilities or other obligations incurred by the other party of this agreement.
14. All records of each institution remain the property of that institution.
15. Neither institution is under any obligation to refer clients to the other institution as a result of this agreement. The institutions acknowledge that there is no requirement under this agreement or any other agreement between the institutions to refer any clients for products or services. Additionally, there are no payments between the institutions under this agreement in return for the referral of patients.
16. This agreement shall be in effect for two years from the date of signature and it may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of this agreement.

Signature: 

 Greg Warren

Date: 4/13/18

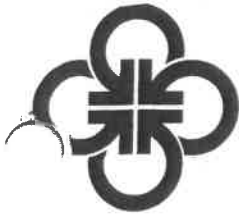
Title: Gaudenzia Regional Director

Signature: 

 Mary Lynn Logsdon

Date: 4-11-18

Title: Regional Vice President, MedMark Treatment Centers



GAUDENZIA

Richard M. Bockol, Esq.
Chairman of the Board
Gaudenzia Foundation, Inc.

MEMORANDUM OF AGREEMENT

BETWEEN

Our New House

AND

Gaudenzia, Inc.

Michael Harle, M.H.S.
President/Chief Executive Office

This memorandum of agreement is made and entered in this March 22, 2013, by and between Gaudenzia, Inc. and Our New House, in support of multiple levels of substance abuse treatment and trauma education. The memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and Our New House

Through this agreement, Gaudenzia, Inc. will:

- 1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health, case management, trauma informed care and prevention services.
- 2. Provide appropriate referrals, as needed, to outside agencies for external resources.
- 3. Provide follow-up information (i.e. progress, discharge self or otherwise) on client referred by Our New House.

Through this agreement, Our New House will:

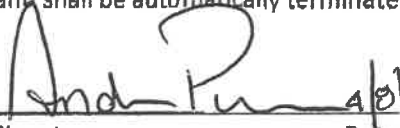
- 1. Accept Gaudenzia, Inc. clients referred to Our New House for safe housing in the recovery process
- 2. Provide safe, drug free housing which is in good repair, free of insects or other infestations, and meets proper city zoning codes for the stated use.
- 3. Ensure proper monitoring for safety and cleanliness.
- 4. Direct clients to information and referral sources if needed.

Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of the agreement.


Liability: Each party, at its sole expense, shall procure and maintain through the life of this agreement Commercial Liability coverage as respects to liability arising out of any activities performed under this agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations, and shall not be disclosed without written consent of the client or designated guardian, except as otherwise noted.

Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.


Signature Date

Andrea Person, Division Director
Gaudenzia, Inc.
Chesapeake Region


Signature Date

Dee DeVenny
Executive Director

Helping people help themselves since 1968

PATRICK ALLISON HOUSE

Transitional Housing Program

MEMORANDUM OF AGREEMENT
BETWEEN
Patrick Allison House, Inc.
AND
Gaudenzia, Inc.

This memorandum of agreement is made and entered on this date, April 01, 2013, by and between Gaudenzia, Inc. and Patrick Allison House, Inc., in support of multiple levels of substance abuse treatment and trauma education. The memorandum will outline the relationship and responsibilities of each party in the implementation and operation of client referrals between Gaudenzia, Inc. and Patrick Allison House, Inc.

Through this agreement, Gaudenzia, Inc. will:

1. Provide residential treatment to clients including, but not limited to, substance abuse, mental health, case management, trauma informed care, and prevention services.
2. Provide appropriate referrals, as needed, to outside agencies for external resources.
3. Provide follow-up information (i.e. progress, discharge self or otherwise) on client(s) referred by Patrick Allison House

Through this agreement, Patrick Allison House, Inc. will:

1. Accept Gaudenzia, Inc. clients referred to Patrick Allison House, Inc. for safe housing in the recovery process
2. Provide safe, drug free housing which is in good repair, free of insects or other infestations, and meets proper city zoning codes for the stated use.
3. Ensure proper monitoring for safety and cleanliness.
4. ~~ANYTHING ELSE THEY MAY DO THAT IS UNIQUE TO THE ORGANIZATION~~

Duration/Modification: This agreement shall be in effect for three (3) years from the date of the signatures below. This agreement may be modified or amended periodically by mutual agreement of the institutions. Any such modification or amendment shall be attached to and become part of the agreement.

Liability: Each party, at its sole expense, shall procure and maintain through the life of this agreement Commercial Liability and Workman's Compensation coverage as respects to liability arising out of any activities performed under this agreement.

Confidentiality: Both parties shall assure client information will be held confidential according to federal and state laws, rules or regulations, and shall not be disclosed without written consent of the client or designated guardian, except as otherwise noted.

808 Park Avenue • Baltimore, Maryland

(410) 225-0326 • Fax: (410) 728-5524 • E-mail: info@patrickallisonhouse.org • Web: www.patrickallisonhouse.org

Correspondence: 210 West Madison Street • Baltimore, Maryland 21201

PATRICK ALLISON HOUSE

Transitional Housing Program

Termination: This agreement may be terminated by either facility upon thirty (30) days written notice and shall be automatically terminated should either fail to maintain its present authority or standards.



Signature

4/24/13
Date

Andrea Person, Division Director
Gaudenzia, Inc.
Chesapeake Region



Signature



Date

4/11/13

Meg Ward Stephenson
Executive Director
Patrick Allison House, Inc.

**University of Maryland
Medical Center
Department of Psychiatry
And
University of Maryland School of Medicine
Agreement with
Gaudenzia - Baltimore
for Training of Residents
in Addiction Psychiatry**

This Agreement, entered into as of the 1st day of July, 2007, is between the University of Maryland Medical Center, a health care facility owned and operated by the University of Maryland Medical System Corporation, a Maryland tax-exempt corporation, on behalf of its Department of Psychiatry ("UMMC"), the University of Maryland School of Medicine, an academic unit of the University of Maryland Baltimore, a Maryland public institution of higher education created by State law ("SOM"), and Gaudenzia - Baltimore, a drug treatment facility organized under the laws of Maryland ("Gaudenzia").

The purpose of this Agreement is to enable residents in UMMC's Department of Psychiatry ("Residents"), to gain additional clinical experience by rotating to Gaudenzia.

- I. Joint Rights and Obligations
 - A. Gaudenzia, UMMC, and SOM shall agree, in writing, by June 30, on numbers and PG year of Residents, and days and hours for Residents to be at Gaudenzia. No more than 4 Residents shall be assigned per year to Gaudenzia by UMMC. See Attachment A for specific information on duration of assignment for each Resident to be at Gaudenzia.
 - B. Gaudenzia, UMMC, and SOM agree that the educational experience and clinical objectives for Residents shall be as provided in Attachment B.
 - C. No party will discriminate against any Resident on the basis of race, color, creed, sex, religion, age, sexual orientation, national origin, or non-disqualifying handicap.
 - D. The liaison for each party who shall be primarily responsible for planning and exchange of information under this Agreement, but shall not be empowered to modify this Agreement, is Mark Illuminati, M.D. for Gaudenzia and Joseph G. Liberto, M.D. for UMMC and SOM. The Gaudenzia liaison has administrative and educational responsibilities for the Residents and for ensuring appropriate supervision of Residents.
 - E. Gaudenzia, UMMC and SOM will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions by UMMC and SOM that may adversely affect Residents. In the event of administrative or legal proceedings involving a Resident, each party will bear its own expenses.
 - F. By written notice, Gaudenzia, UMMC, or SOM may require that its name be removed from documents and other forms of communication that misrepresent its relationship to the other parties or misrepresent the nature of the training relationship.
- II. Representations and Obligations of UMMC

- A. UMMC operates and will operate a properly ACGME accredited program for the training and education of Residents in Addiction Psychiatry.
- B. UMMC will assign to Gaudenzia for clinical training only those Residents in the Program who:
 - 1. have successfully completed any prior clinical training
 - 2. have been registered or licensed with the Maryland Board of Physicians
 - 3. have health insurance;
 - 4. will attend any Gaudenzia specific training required by Gaudenzia on infection control practices, safety, disaster, and other areas and any Gaudenzia required orientation;
 - 5. have had all medical clearances necessary to use respiratory protection; and
 - 6. have all health immunizations required by Gaudenzia policies.
- C. UMMC will provide to Gaudenzia the UMMC policies and procedures governing the Residents' education while rotating at the Gaudenzia.
- D. UMMC shall provide professional liability insurance coverage for UMMC Residents in a minimal amount of one million dollars per occurrence and three million dollars per year for UMMC Residents under this Agreement.
- E. To the extent that UMMC may be considered a "business associate" of Gaudenzia under the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rule, and to the extent UMMC is provided protected health information ("PHI") by Residents or may access PHI in review of Resident performance, UMMC agrees that it will:
 - 1. Use only a limited data set ("LDS") if possible;
 - 2. If an LDS is not possible, de-identify any PHI or LDS as soon as reasonably possible;
 - 3. Use and disclose PHI or LDS only as necessary to perform its responsibilities in operating the Program and evaluating the Residents;
 - 4. Make any use or disclosure of the PHI or LDS in accordance with its established policies, procedures and requirements;
 - 5. Make all reasonable efforts not to use or disclose more than the minimum amount of PHI or LDS necessary to accomplish the purpose of the use or disclosure;
 - 6. Only make uses or disclosures that would not violate the Privacy and Security Rules if done by Gaudenzia;
 - 7. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI or LDS other than as provided for by this Agreement;
 - 8. Implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI or LDS in accordance with the Privacy and Security Rule;
 - 9. To the extent practicable, mitigate any harmful effect known to UMMC of a use or disclosure of PHI or LDS in violation of this Agreement;
 - 10. Report immediately to Gaudenzia any use, disclosure, or breach of security of PHI or LDS not authorized by this Agreement of which it becomes aware;
 - 11. Make available to the Secretary of Health and Human Services or to Gaudenzia its internal practices, books and records relating to the use and disclosure of PHI or LDS for purposes of determining compliance with the Privacy and Security Rule, subject to any applicable legal privileges;
 - 12. No later than the termination of this Agreement, destroy all PHI or LDS that it still maintains and retain no copies of such PHI or LDS;
 - 13. Not attempt to contact the subject of any PHI or LDS; and
 - 14. Ensure that any subcontractors or agents to whom UMMC provides the PHI or LDS agree to the same restrictions as those applicable to UMMC.

III. Gaudenzia Rights and Obligations

- A. After notice to UMMC, Gaudenzia may remove UMMC Residents from Gaudenzia if Gaudenzia deems their presence is adverse to Gaudenzia for any reason, including, but not limited to, lack of professional demeanor, incompetence, or failure to adhere to Gaudenzia policies.
- B. Gaudenzia remains responsible for patient care at Gaudenzia.
- C. Gaudenzia is not responsible for medical care for Residents at Gaudenzia except for first aid for minor illness at Residents' expense.
- D. Gaudenzia liaison has responsibility for teaching Residents and will permit Residents to participate in the procedures outlined in the Attachment B concerning the educational experiences and clinical objectives while under the appropriate supervision of Gaudenzia staff.
- E. Gaudenzia and its liaison are responsible for complying with ACGME general requirements and ACGME RRC specialty requirements applicable to UMMC's training Program, including but not limited to, guarantee of due process for the Residents, providing appropriate supervision, and adherence to duty hours requirements as defined by ACGME and which are found at <http://www.acgme.org>. Consistent with these requirements, UMMC's policies also apply to Residents, including, but not limited to, those on Due Process Hearing Procedure (GMS-C), Resident Supervision (GMS-H) and Duty Hours (GMS-P) found at and <http://www.umm.edu/gme/>
- F. If a Resident is exposed to blood or body fluids as defined the Health General Article of the Maryland Code, while rotating at Gaudenzia pursuant to this agreement, Gaudenzia will request patient testing as provided in the Health General Article. Gaudenzia will follow its standard practices, and shall provide the exposed Resident the same counseling, testing, and immediate medication as it does for its own employees.
- G. Gaudenzia staff will provide UMMC with an evaluation of Resident performance through written evaluations of Resident competency on a one to one basis by Gaudenzia staff designated as clinical instructors.
- H. Gaudenzia will provide Residents with parking.

IV. Administrative Provisions

- A. This Agreement starts on July 1, 2007 and ends on June 30, 2009, unless terminated earlier.
- B. Any modification of this Agreement, including any extension, shall be effective only if in writing and signed on behalf of all parties.
- C. Any party may terminate this Agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of Residents to Gaudenzia and shall not affect the current rotation of a Resident at Gaudenzia.
- D. This Agreement does not create a joint venture or partnership between Gaudenzia, UMMC, and SOM, is not a third party beneficiary agreement, and creates no rights for Residents.
- E. The law of the State of Maryland shall govern this agreement; the parties agree to be subject to the jurisdiction of the Maryland courts.
- F. Until the expiration of four (4) years after the furnishing of services under this contract, UMMC, SOM, and Gaudenzia will make available to the Secretary, US Department of Health and Human Services, and the US Comptroller General, and their representatives, this contract and all books, documents and records necessary to certify the nature and expense of the cost of those services. If UMMC or Gaudenzia carries out the duties of this contract by sub-contract worth \$10,000 or more over a 12 month period with a related organization, the sub-contract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related books and records.
- G. Any notices under this Agreement shall be sent, in writing, by hand or first class mail to:

if to UMMC or SOM:
Anthony F. Lehman, M.D.
Chairman, Department of Psychiatry
University of Maryland Medical Center
22 South Greene St.
Baltimore, Md. 21201

Jeffrey A. Rivest
President and Chief Executive Officer
University of Maryland Medical Center
22 S. Greene St.
Baltimore, Md. 21201

Timothy J. Babineau, M.D.
Senior Vice President and Chief Medical Officer
Executive Office
University of Maryland Medical Center
22 S. Greene St.
Baltimore, Md. 21201

Nancy Ryan Lowitt, M.D., Ed.M., F.A.C.P.
Associate Dean for Professional Development
And Faculty Affairs
University of Maryland School of Medicine
655 West Baltimore Street 14-015
Baltimore, Md. 21201

• if to Gaudenzia:

Mark Illuminati, M.D.
Medical Director
4615 Park Heights Avenue
Baltimore, Maryland 21215

[signatures follow]

UNIVERSITY OF MARYLAND
MEDICAL CENTER

BY: 

Jeffrey A. Rivest
President and Chief Executive Officer

BY: 

Timothy J. Babineau, M.D.
Senior Vice President and Chief Medical Officer

SCHOOL OF MEDICINE
UNIVERSITY OF MARYLAND

BY: 

Nancy Ryan Lowitt, M.D., Ed.M., F.A.C.P.
Associate Dean for Professional Development
And Faculty Affairs

Department of Psychiatry

BY: 

Anthony F. Lehman, M.D.
Chairman

BY: 

Joseph G. Liberto, M.D.
Program Director



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

**Staff Development Program
Plan for Assessment of Training Needs**

Gaudenzia programs adhere to the staff development policies and procedures established by the parent organization.

The Program Director, with assistance from the program/clinical supervisor, assumes responsibility for implementing the staff development plan and shall complete an annual assessment of staff training needs.

The assessment process shall include, but not be limited to consideration of the following sources of data:

- Discussion via staff meetings
- Completed staff training plans
- Supervisor recommendations
- Peer review recommendations
- Training feedback sheets

Assessment outcomes are reported to the Regional Director.

The staff training year runs from January 1 to December 31.

Gaudenzia, Inc. shall develop an annual Staff Training Plan that will provide opportunities for staff to enhance their job performance through the acquisition of additional skills and knowledge. All newly hired full-time employees, working in criminal justice programs, are to participate in at least forty (40) hours of training the first week of work; part-time employees and volunteers (criminal justice) working less than forty (40) hours per week will participate in training proportionate to their work assignments. These training will be planned, coordinated and supervised by a qualified employee under the guidance of the Program Director. The training will include all orientation, in-house, and specialized curricula with specified timelines for completing each topic. The plan will consider the organization's mission, philosophy, characteristics as well as specific offender populations.

In-Service Training:

- Training provided on the job site, either by program staff or consultants.

Outside Training:

- Training provided by contracted agencies or through the Department of Corrections.

Continuing Education:

- Seminars, conferences, and workshops which may be requested by the employee, and may be partially or totally reimbursed by the Agency.

Mandatory Training:

- All House Managers, staff members and those staff assuming shift coverage shall be trained in, an approved First Aid course and Cardiopulmonary Resuscitation. It shall be the



**GAUDENZIA, INC.
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Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
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responsibility of the employee to arrange a convenient training time -with the Supervisor in which this requirement may be completed. For all new employees, these trainings must be completed within the first ninety (90) days of employment with the agency.

In **January** of each year, the Program Director, in conjunction with the Supervisor, will conduct needs assessments, via Individual Training Plan forms for all employees, to determine what topics and areas of training should be provided during the coming year.

The **Program Director** will tabulate the results of the Individual Training Plans and create an overall Program Training Needs Assessment, which includes all training needs for each staff member and dates the staff member is scheduled to attend. Attached to the Program Training Needs Assessment will be the Individual Training Plan forms for all employees. The Program Director will review the Program Training Needs annually, revising and updating as needed.

STAFF GROWTH AND DEVELOPMENT PROGRAM

An appropriate staff development program shall be provided for all personnel-professional, administrative and support staff. This program shall be under the direction of the Program Director in conjunction with the Region Director and with input from the Continuous Performance Improvement (CQI) committee. The primary goals of this program are:

1. To provide orientation to all new employees on or before the first day of their employment.
2. To provide ongoing staff development to all employees through either in-service training or participation in outside workshops.
3. To maintain state-of-the-art level of care to all professional staff members, in accordance with standards, set by national or local professional organizations.
4. To prepare personnel for promotions and greater responsibilities, and to update staff on any administrative or service changes in the facility.

The Staff Development Coordinator shall be directly responsible for the following:

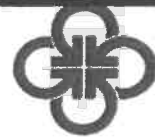
1. To meet with all new employees on or before the first day of employment and to individually review the appropriate, critical information (see attached). Documentation of the orientation having been given shall be signed and kept in each person's file.
2. To keep up to date on developments in the field of alcoholism treatment through specific organizations such as the N.I.A.A.A., The National Clearinghouse on Alcoholism, and the National Council on Alcoholism.
3. To plan and schedule in-service training programs on a continuing basis throughout the facility with input from the various department heads and the CQI/QI (quality improvement) committees.

4. To keep record of all training and development activities provided either in-house or outside:
 - a. Copy of any certificates awarded for outside participation shall be maintained in the personnel file of each employee.
 - b. In-service programs shall be documented and recorded per session, including:
 - a. Trainer
 - b. Date
 - c. Topic
 - d. Content
 - e. Teaching Methods
 - f. Staff members present (this shall be corroborated by a sign-in sheet provided at the activity)
 - g. This documentation shall be maintained in the administrative office in the Staff Growth and Development file (see attached)
 - c. In-service programs shall be documented on the appropriate form in each person's file to verify participation per staff members (see attached).
5. To prepare an annual Staff Growth and Development Program proposal which will include suggestions for the upgrading of all staff members, personally, and for the meeting of any facility need in the coming year as identified by patient care evaluations, Continuous Performance Improvement activities. This proposal shall be submitted to the Executive Committee for review and approval at the first meeting of the calendar year.
6. To prepare an annual report on the past year's activities including facility-wide goals met, staff positions upgraded and any needs that may have to be incorporated into the following year's proposal. This report shall be submitted to the appropriate Region Director at the first meeting of the calendar year.

The Regional Director shall, in conjunction with the annual reports and proposals prepared by the Staff Development Coordinator, evaluate the program annually. The proposal for the coming year shall, then, be either approved or revised, based on the current evaluation, and a final report will be submitted by the Executive Director of the Board of Directors for approval



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

PLAN FOR ADDRESSING STAFF TRAINING NEEDS

Gaudenzia programs adhere to the staff development policies and procedures of the parent organization.

Upon completion of the annual assessment of staff training needs, the Program / Clinical Supervisor in collaboration with the Project Director shall develop a plan to address those needs. As training years run calendar, the training plan shall be ready for implementation effective Jan. 31st of each year.

The plan shall take into consideration the needs specific to the service area, while remaining attentive to how the project operates within the parent organization of Gaudenzia, Inc.

The overall plan shall address training subjects, assuring their relevance to specific staff needs, job responsibilities and project mission.

The plan may also identify proposed trainers or training sources and proposed time frames or training dates.

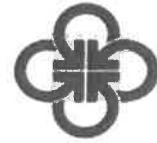
A copy of the plan shall be maintained in the Staff Training Binder. Brochures and notices of additional training opportunities will be posted in the Administrative Office upon receipt.

The Program / Clinical Supervisor and Project Director assume responsibility for including training projections in the annual budget.

Full-time employees are also eligible for tuition reimbursement under the agency's employee benefits package



**GAUDENZIA, INC.
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Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
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Staff Development Program

Plan for Collection of Feedback on Completed Trainings

Gaudenzia programs adhere to the staff development policies and procedures of the parent organization.

Each staff member attending a training workshop or seminar, completing coursework, attending an in-service, viewing training videos, or reviewing written materials shall complete a Staff Training Report. Reports should be completed within one week of the training and submitted to the Program/ Clinical Supervisor.

The Staff Training Report shall reflect the following information:

1. Staff Name, Title and Assigned Facility
2. Training Date(s) and Clock/Credit Hours
3. Target Population
4. Course/Training Title
5. Sponsoring Organization or Instructor
6. Description of Training Content
7. Job Relevance/Practical Job Application
8. Training Critique, Recommendation to Others and Likes/Dislikes

Review of completed Staff Training Reports by the Director and/or Program Clinical Supervisor shall include, but not be limited to, an assessment of whether the training was informative and communicated in a manner beneficial to the attendee, whether the training was practical and will enhance the staff member's ability to perform his job and whether the subject matter and sponsor/trainer warrant the project's consideration for future training sessions.

Staff Training Reports shall also be useful in the evaluation of the effectiveness of the project's annual overall staff training plan.



Staff Development Program

Annual Evaluation of the Overall Staff Training Plan

Gaudenzia programs adhere to the staff development policies and procedures of the parent organization.

Upon completion of the training year, the Project Director, with assistance from the Program/Clinical Supervisor shall complete a written evaluation of the overall staff training plan.

This evaluation is forwarded to the Division Director and Regional Director.

The evaluation should measure the extent to which the training plan successfully addressed the needs identified, including a determination of the extent to which implementing the plan eliminated or satisfied the identified needs. Consideration should also be given to the plan's overall value to the enhancement of the project's performance and the competency of its employees.

The plan should also be informally reviewed periodically throughout the year for any impact it may have on the staff's practical demonstration of skills, improvement in charting and documentation, and staff feelings of self-confidence and job satisfaction. This informal review is recommended on a quarterly basis.

Based on the outcome of the evaluation revisions, deletions, or additions may be made to the new overall staff training plan developed for the new year.

Outcomes will be included in planning for Continuous Quality Improvement (CQI).



Staff Development Program

Policy & Plan for Written Individual Training Plans

Gaudenzia programs adhere to the staff development policies and procedures of the parent organization.

The Project Director, Program/Clinical Supervisor and/or nurse will provide each clinical, medical, administrative, and support staff member with an individual staff assessment and training plan for completion relative to the new training year.

Each individual training plan should include the staff member's perceived needs, the supervisor's recommendations, and the specific training areas of focus to be pursued, as well as targeted time frames and sources of training. It is the responsibility of the staff member to carry out the agreed upon training plan.

The individual training plan is reviewed and revised annually by the staff member and their supervisor to ensure the training needs are being addressed and met. The employee and the supervisor should each sign the plan.

The plan should be appropriate to the employee's skill level, position, performance requirements, and interests. The employee's previous education and experience should also be considered in plan development.

Each plan should identify at least three subject areas for training based on areas needing improvement or goals to be pursued by the employee. It is recommended that, subject areas relate to the core staff training requirements - depending on the employee's job title.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
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Staff Development Program

Policy & Plan for General Training Requirements

Gaudenzia programs adhere to the general staff orientation and training policies and procedures of the parent organization and in Pennsylvania, the Training Institute will liaison for approved Confidentiality trainings and identified Confidentiality trainers.

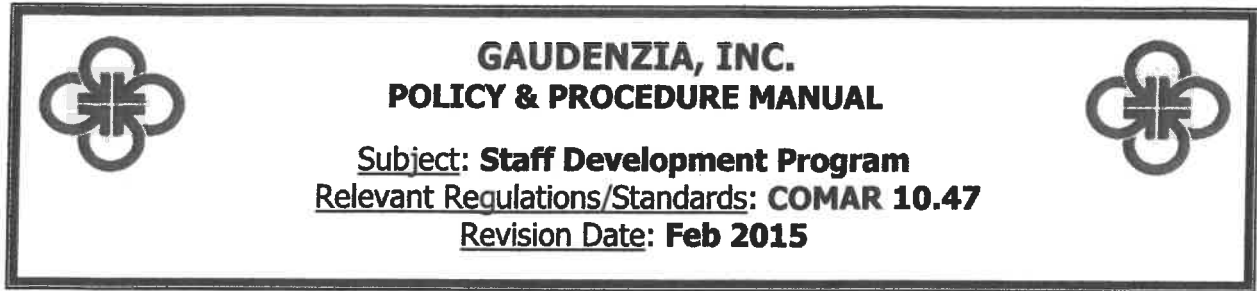
Core staff training shall be completed and include, but not be limited to:

- HIV/AIDS
- TB/STDS
- Fire Safety
- CPR First Aid – as per staff identified for each facility
- Confidentiality
- Therapeutic Community Principles
- Ethics
- Cultural Diversity
- Management of Escalation/Work Force Violence
- Suicide assessment/management
- Age Specific Trainings
- Memorandum 46 – State of Delaware
- Additional for Case Managers – ASAM Screening and Assessment

At least one half of all mandatory trainings shall be provided by trainers outside the project unless employed specifically to provide training.

Any individual holding more than one position within the project shall meet the training requirement hours set forth for the individual's primary position.

Additional training subjects shall correlate to the individual's training plan.



Staff Development Program

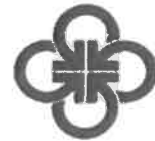
General Staff Training Requirements - Orientation

It is the policy of Gaudenzia, Inc, to insure that all new employees receive a minimum of 40 hours of orientation training before beginning their assignments. These trainings will include the history of the organization/facility, program goals and objectives, program rules and regulations, unique job responsibilities, personnel policies, offender supervision, and the preparation of required reports. Each supervisor is responsible for ensuring and/or providing these trainings and all new employees will sign a statement indicating the date, type of training, length of training, and the trainer. This document will become a part of each new employee's personnel file.

In addition, each new employee will complete the core trainings prior to completing their orientation period.



**GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL**



Subject: Staff Development Program
Relevant Regulations/Standards: COMAR 10.47
Revision Date: Feb 2015

**General Staff Training Requirements
Students/Interns/Volunteers**

It is the policy of Gaudenzia, Inc. to ensure that all students/interns/volunteers receive orientation and trainings that include facility rules, safety and security, and operational procedures. The supervisor of the student/intern/volunteer will develop an orientation training plan and an outline of Roles & Responsibilities with the individual at date of appointment. These persons will be scheduled for and provided these trainings by their immediate supervisor and/or other in-house or external trainers. An approved training plan and documentation will be completed and will become a permanent part of their record.

All students/interns/volunteers who will have ongoing and unsupervised contact with clients must undergo a criminal background investigation and child abuse clearance prior to engaging in a student/intern/volunteer relationship at Gaudenzia.

STUDENT/INTERN/VOLUNTEER PLACEMENT:

1. The supervisor and the student/intern/volunteer will develop an orientation training plan on the first day of their placement.
2. The student/intern/volunteer will sign a confidentiality commitment and will review the ethics of TCA and of the professional domain in which the student is engaged (i.e.: MSW, MHS, NADAC, APA). The student/intern/volunteer will be held to maintaining ethical conduct throughout his/her placement.
3. The student/intern/volunteer will receive training in facility rules, fire safety, security and operational procedures, crisis intervention (suicide assessment), and management of escalation.
4. A file shall be completed that includes the training plan, resume/vitae, and a letter of agreement from the educational institution outlining the agency's role in the educational process (when applicable).

STUDENT/INTERN/VOLUNTEER EVALUATION & DISCHARGES:

1. All students/interns/volunteers will receive a Performance Evaluation on an annual basis. For any temporary appointment lasting less than 1 year, the student/intern/volunteer will receive the evaluation at the conclusion of their placement.
2. For students/interns/volunteers whose referring institution requires ongoing performance evaluations, this evaluation may be substituted for Gaudenzia's standard evaluation.
3. Any student/intern/volunteer who receives an evaluation that "Does not meet expectations" will be discharged from the appointment.
4. If it is determined that any student/intern/volunteer has violated any of the facility rules, safety and security or operational procedures, he/she will be discharged from their placement immediately and will not be permitted to re-engage in such a placement for up to 5 years.



GAUDENZIA, INC.
POLICY & PROCEDURE MANUAL



Subject: Requirements Regarding HIV
Relevant Regulations/Standards: § 96.128
Revision Date: Dec 2013

Requirements Regarding HIV

Gaudenzia will, either directly or through arrangements with other public or nonprofit entities, make appropriate pretest counseling for HIV and AIDS available and provide assertive linkages to services.

Gaudenzia will, either directly or through arrangements with other public or nonprofit entities, make available appropriate HIV/AIDS testing, including tests to diagnose the extent of the deficiency in the immune system and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.

Gaudenzia will, either directly or through arrangements with other public or nonprofit entities, make available appropriate post-test counseling.

Gaudenzia will, either directly or through arrangements with other public or nonprofit entities, make available therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.

Gaudenzia has established linkages with a comprehensive community resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referral.

Gaudenzia ensures that HIV early intervention services are undertaken voluntarily, provided with patients' informed consent, and are not required as a condition of receiving substance abuse treatment or any other services.

Table C

TABLE C. STATISTICAL PROJECTIONS - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 4 & 5, the number of beds and occupancy percentage should be reported on the basis of licensed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.

Indicate CY or FY	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.							
	FY 16	FY 17		FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 25	FY 26
1. DISCHARGES											
a. Residential	86	160	210	260	260	260	260	260	260	260	260
b. III.7 and III.7D	0	0	241	311	311	311	311	311	311	311	311
c. Other (Specify/add rows of needed)											
TOTAL DISCHARGES	86	160	451	571	571	571	571	571	571	571	571
2. PATIENT DAYS											
a. Residential	9,976	22,214	27,930	34,580	34,580	34,580	34,580	34,580	34,580	34,580	34,580
b. III.7 and III.7D	0	0	4,850	7,952	7,952	7,952	7,952	7,952	7,952	7,952	7,952
c. Other (Specify/add rows of needed)											
TOTAL PATIENT DAYS	9,976	22,214	32,780	42,532	42,532	42,532	42,532	42,532	42,532	42,532	42,532
3. AVERAGE LENGTH OF STAY (patient days divided by discharges)											
a. Residential	116.0	138.8	133.0	133.0	133.0	133.0	133.0	133.0	133.0	133.0	133.0
b. III.7 and III.7D	0.0	0.0	20.1	25.6	25.6	25.6	25.6	25.6	25.6	25.6	25.6
c. Other (Specify/add rows of needed)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL AVERAGE LENGTH OF STAY	116.0	138.8	72.7	74.5	74.5	74.5	74.5	74.5	74.5	74.5	74.5
4. NUMBER OF LICENSED BEDS											
f. Rehabilitation	0	0									
g. Comprehensive Care	0	0									
h. Other 3.5 and 3.3	90	90	90	90	90	90	90	90	90	90	90
Crisis beds	0	10	10	10	10	10	10	10	10	10	10
Halfway House	5	5	25	25	25	25	25	25	25	25	20
TOTAL LICENSED BEDS	95	95	140	140	140	140	140	140	140	140	90
5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.											
a. Residential	78.9%	78.9%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%
b. III.7 and III.7D	#DIV/0!	#DIV/0!	70.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
c. Other (Specify/add rows of needed)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL OCCUPANCY %	28.8%	64.1%	64.1%	83.2%	83.2%	83.2%	83.2%	83.2%	83.2%	83.2%	129.5%
6. OUTPATIENT VISITS											
a. Residential											
b. III.7 and III.7D											
c. Other (Specify/add rows of needed) PHP											
TOTAL OUTPATIENT VISITS	0	0	0	0	0	0	0	0	0	0	0

* Include beds dedicated to gynecology and addictions, if separate for acute psychiatric unit.

Gaudenzia Inc. - Crownsville

TABLE D. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Table D should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table C and with the costs of Manpower listed in Table G. Manpower. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Specify the sources of non-operating income.

Indicate CY or FY	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.						
	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 24	FY 25	FY 26
1. REVENUE										
a. Inpatient Services	\$ 750,741	\$ 3,002,965	\$ 5,586,307	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185
b. Outpatient Services										
Gross Patient Service Revenues	\$ 750,741	\$ 3,002,965	\$ 5,586,307	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185	\$ 11,915,185
c. Allowance For Bad Debt	5%	\$ 150,148	\$ 279,315	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759
d. Contractual Allowance										
e. Charity Care	5%	\$ 150,148	\$ 279,315	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759	\$ 595,759
Net Patient Services Revenue	\$ 750,741	\$ 2,702,669	\$ 5,027,677	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667
f. Other Operating Revenues (Specify/add rows if needed)										
NET OPERATING REVENUE	\$ 750,741	\$ 2,702,669	\$ 5,027,677	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667	\$ 10,723,667
2. EXPENSES										
a. Salaries & Wages (including benefits)	\$ 278,034	\$ 556,068	\$ 1,009,500	\$ 4,379,040	\$ 4,379,040	\$ 4,379,040	\$ 4,379,040	\$ 4,379,040	\$ 4,379,040	\$ 4,379,040
b. Contractual Services	\$ 30,356	\$ 60,000	\$ 531,760	\$ 531,760	\$ 531,760	\$ 531,760	\$ 531,760	\$ 531,760	\$ 531,760	\$ 531,760
c. Interest on Current Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
d. Interest on Project Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
e. Current Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
f. Project Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
g. Current Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
h. Project Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Supplies	\$ 267,629	\$ 1,022,382	\$ 928,208	\$ 928,208	\$ 928,208	\$ 928,208	\$ 928,208	\$ 928,208	\$ 928,208	\$ 928,208
j. Other Expenses (Specify/add rows if needed)	\$ 157,880	\$ 274,000	\$ 324,000	\$ 324,000	\$ 324,000	\$ 324,000	\$ 324,000	\$ 324,000	\$ 324,000	\$ 324,000
TOTAL OPERATING EXPENSES	\$ 733,899	\$ 1,912,450	\$ 2,793,468	\$ 6,163,008	\$ 6,163,008	\$ 6,163,008	\$ 6,163,008	\$ 6,163,008	\$ 6,163,008	\$ 6,163,008
3. INCOME										
a. Income From Operation	\$ 16,842	\$ 790,219	\$ 2,234,209	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659
b. Non-Operating Income										
SUBTOTAL	\$ 16,842	\$ 790,219	\$ 2,234,209	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659
c. Income Taxes										
NET INCOME (LOSS)	\$ 16,842	\$ 790,219	\$ 2,234,209	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659	\$ 4,560,659

Gaudenzia Inc. - Crownsville

TABLE D. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Table D should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table C and with the costs of Manpower listed in Table G. Manpower. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Specify the sources of non-operating income.

Indicate CY or FY	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.							
	FY 16	FY 17		FY 18	FY 19	FY 20	FY 21	FY 22	FY 24	FY 25	FY 26
4. PATIENT MIX											
a. Percent of Total Revenue											
1) Medicare											
2) Medicaid			60.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
3) Blue Cross											
4) Commercial Insurance											
5) Self-pay											
6) Other	100.0%	100.0%	40.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
b. Percent of Equivalent Inpatient Days											
1) Medicare											
2) Medicaid			60.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
3) Blue Cross											
4) Commercial Insurance											
5) Self-pay											
6) Other	100.0%	100.0%	40.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Table G

TABLE G. WORKFORCE INFORMATION

INSTRUCTION: List the facility's existing staffing and changes required by this project. Include all major job categories under each heading provided in the table. The number of Full Time Equivalents (FTEs) should be calculated on the basis of 2,080 paid hours per year equals one FTE. In an attachment to the application, explain any factor used in converting paid hours to worked hours. Please ensure that the projections in this table are consistent with expenses provided in uninfated projections in Tables F and G.

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table D, if submitted).	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table D)
1. Regular Employees											
<i>Administration (List general categories, add rows if needed)</i>											
Division Director II	0.8	\$72,000	\$72,000	0.0	\$80,000	\$80,000			\$0	0.8	\$90,000
Program Director	1.0	\$65,000	\$65,000	2.0	\$65,000	\$130,000			\$0	3.0	\$195,000
Administrative Coordinator	2.0	\$33,000	\$66,000	2.0	\$36,000	\$72,000			\$0	4.0	\$138,000
Clinical Director	2.0	\$50,000	\$100,000	2.0	\$55,000	\$110,000			\$0	4.0	\$210,000
Total Administration	5.8	\$220,000	\$303,000	6.0	\$236,000	\$392,000			\$0	11.8	\$633,000
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
Addiction Counselors	7.0	\$38,000	\$266,000	9.0	\$45,000	\$405,000			\$0	16.0	\$671,000
Mental Health Therapists	2.0	\$55,000	\$110,000	2.0	\$55,000	\$110,000			\$0	4.0	\$220,000
Intake Specialists	1.0	\$41,000	\$41,000	2.0	\$41,000	\$82,000			\$0	3.0	\$123,000
Nurses	1.5	\$97,500	\$97,500	10.0	\$65,000	\$650,000			\$0	11.5	\$747,500
Total Direct Care	11.5		\$514,500	23.0		\$1,247,000			\$0	34.5	\$1,761,500
<i>Support Staff (List general categories, add rows if needed)</i>											
House Managers	10.5	\$24,960	\$262,080	5.0	\$24,960	\$124,800			\$0	15.5	\$386,880
Cooks	2.0	\$29,000	\$58,000	0.5	\$16,000	\$16,000			\$0	2.5	\$74,000
Billing Specialists	1.0	\$41,000	\$41,000	1.5	\$61,500	\$135,000			\$0	2.5	\$176,000
Peer Recovery Specialists	2.0	\$33,000	\$66,000	4.0	\$33,000	\$132,000			\$0	6.0	\$198,000
Director of Admissions				1.0	\$65,000	\$65,000				1.0	\$65,000
IT Support				1.0	\$45,000	\$45,000				1.0	\$45,000
Total Support	15.5		\$427,080	13.0	\$245,460	\$245,460			\$0	28.5	\$944,880
REGULAR EMPLOYEES TOTAL	32.8		\$1,009,500			\$0			\$0	83.0	\$4,379,040
2. Contractual Employees											
<i>Administration (List general categories, add rows if needed)</i>											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Administration			\$0			\$0			\$0	0.0	\$0
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
Nurse Practitioner	0.0		\$0	1.0	\$95,000	\$95,000			\$0	1.0	\$95,000
Medical Director	0.2	\$68,460	\$68,460	0.3	\$102,960	\$102,960			\$0	0.5	\$171,420
Psychiatrist	0.1	\$40,560	\$40,560	0.4	\$202,780	\$202,780			\$0	0.5	\$243,340
			\$0			\$0			\$0	0.0	\$0
Total Direct Care Staff	1.9		\$0			\$0			\$0	1.9	\$509,760
<i>Support Staff (List general categories, add rows if needed)</i>											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Support Staff			\$0			\$0			\$0	0.0	\$0
CONTRACTUAL EMPLOYEES TOTAL			\$0			\$0			\$0	1.9	\$531,760
<i>Benefits (State method of calculating benefits below):</i>											
32% of Salary and Fringe											
TOTAL COST	32.8		\$1,009,500	0.0		\$0	0.0		\$0		\$4,910,800