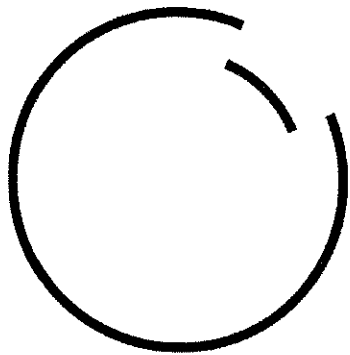


CERTIFICATE OF NEED APPLICATION

INTERMEDIATE CARE FACILITY

1014 WASHINGTON AVENUE

LA PLATA, MARYLAND



Alpas

Applicant: Alpas Wellness La Plata, LLC

December 5, 2022

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MARYLAND

HEALTH

CARE

COMMISSION

MATTER/DOCKET NO.

DATE DOCKETED

APPLICATION FOR CERTIFICATE OF NEED:

PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Facility: Alpas Wellness La Plata LLC

Address:

1014	La Plata	20646	Charles
Washington Ave			
Street	City	Zip	County

2. Name of Owner: SKAOS MD LLC

If Owner is a Corporation, Partnership, or Limited Liability Company, attach a description of the ownership structure identifying all individuals that have or will have at least a 5% ownership share in the applicant and any related parent entities. Attach a chart that completely delineates this ownership structure.

Please see Exhibit 1 for an Organizational Chart and Exhibit 2 for Assignment of Lease.

3. APPLICANT. *If the application has a co-applicant, provide the following information in an attachment.*

Legal Name of Project Applicant (Licensee or Proposed Licensee): Alpas Wellness La Plata LLC

Address:

1014 Washington Ave Street	La Plata	20646	MD	Charles
	City	Zip	State	County
Telephone:	856-649-4598			

4. NAME OF LICENSEE OR PROPOSED LICENSEE, if different from the applicant:

Applicant will be the licensee

5. LEGAL STRUCTURE OF APPLICANT (and LICENSEE, if different from applicant).

Check or fill in applicable information below and attach an organizational chart showing the owners of applicant (and licensee, if different).

- A. Governmental
 - B. Corporation
 - (1) Non-profit
 - (2) For-profit
 - (3) Close State & Date of Incorporation DE,
10/18/2021
 - C. Partnership
 - General
 - Limited
 - Limited Liability Partnership
 - Limited Liability Limited Partnership
 - Other (Specify): _____
 - D. Limited Liability Company
 - E. Other (Specify): _____
- To be formed:
- Existing:

6. PERSON(S) TO WHOM QUESTIONS REGARDING THIS APPLICATION SHOULD BE DIRECTED

A. Lead or primary contact:

Name and Title: John Beecroft Chief Operating Officer

Company Name Alpas Wellness La Plata

Mailing Address: 1014 Washington Ave, La Plata MD 20646

Street City Zip State

Telephone: 856-649-4598

E-mail Address (required): johnbeecroft@alpaswellness.com

Fax: N/A

If company name is different than applicant briefly describe the relationship

B. Additional or alternate contact:

Name and Title:

Marta Harting, Counsel to Applicant

Company Name

Venable LLP

Mailing Address:

750 E. Pratt Street, Suite 900 Street

Baltimore City

21202 Zip

MD State

Telephone: 410-244-7542

E-mail Address (required): mdharting@venable.com

Fax: N/A

If company name is different than applicant briefly describe the relationship

7. TYPE OF PROJECT

The following list includes all project categories that require a CON pursuant to COMAR 10.24.01.02(A). Please mark all that apply in the list below.

If approved, this CON would result in (check as many as apply):

- (1) A new health care facility built, developed, or established [X]
(2) An existing health care facility moved to another site []
(3) A change in the bed capacity of a health care facility []
(4) A change in the type or scope of any health care service offered by a health care facility []
(5) A health care facility making a capital expenditure that exceeds the current threshold for capital expenditures found at: http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_con/documents/con_capital_threshold_20140301.pdf []

8. PROJECT DESCRIPTION

A. **Executive Summary of the Project:** The purpose of this BRIEF executive summary is to convey to the reader a holistic understanding of the proposed project: what it is, why you need to do it, and what it will cost. A one-page response will suffice. Please include:

- (1) Brief Description of the project – what the applicant proposes to do
- (2) Rationale for the project – the need and/or business case for the proposed project
- (3) Cost – the total cost of implementing the proposed project

1) Alpas Wellness La Plata (“Alpas” or the “Applicant”) proposes to establish 36 adult Intermediate Care Facility beds within a 108 bed residential behavioral health treatment facility, planned to be licensed by the Behavioral Health Administration and accredited by The Joint Commission. The project will feature six distinct units providing targeted interventions for: substance use disorders, process disorders to include gambling and sex addiction, and eating disorders. 36 beds (18 Level 3.7 detoxification beds and 18 Level 3.7 medically managed beds) are subject to a Certificate of Need Review. The remaining 72 beds fall under Behavioral Health Administration’s oversight.

2) Thousands of residents in the Maryland/Virginia/DC region struggle with behavioral health concerns. Maryland’s overdose numbers continue to rise, nearing 2800 for the year 2020 (see **Exhibit 3**)

The existing network of treatment providers in Maryland has insufficient capacity to provide the unique targeted interventions necessary to stem the tide of substance use and related overdose deaths in the region.

Alpas’s primary emphasis is on mind-body healing through the unification of holistic, evidence-based, and alternative treatment approaches. This integrative style empowers a person to mend their whole being. We collaborate with the client and their families to design targeted and personalized care programs. Each program is tailored to identify and meet every client’s and family’s unique needs.

Our program helps clients develop simple tools to utilize in their daily lives. These tools are proven vital to maintaining a healthy, and sober life once the client returns home. Through this blend of interventions and the project’s focus on research into how environment of care can improve upon healing and overall recovery, the facility present a unique opportunity for those struggling with behavioral health concerns to experience a level of intervention not typically seen at the in-network level.

3) Alpas is prepared to devote significant financial and clinical resources to the project, not only through the provision of treatment interventions, but through continued education and support to our surrounding communities. The project has secured \$42,637,500 in private funding, via a traditional draw down loan through Colliers that functions similarly to a line of credit, to develop and operate the facility as a world-class leader in the innovative treatment of behavioral health disorders. See **Exhibit 12**. The private nature of Alpas’ funding represents a significant gain to the State of Maryland and its efforts to fight the current substance use crisis. The cost allocated to the CON-regulated portion of the project is \$2.4 million.

B. Comprehensive Project Description: The description should include details regarding:

(1) Construction, renovation, and demolition plans

The site consists of approximately 4.8 acres fronting Washington Avenue in La Plata in Charles County, Maryland. The building consists of a single building with three stories above grade, and one below grade level totaling 58,904 square feet. The building is new construction, completion in 2020. The building was constructed by a prior owner to be an assisted living facility. Given the building's original intended purpose to serve the Assisted Living community, the interior provides insufficient working space for a behavioral health treatment center. Interior renovations and an attached addition are needed to more properly meet the needs of individuals with behavioral health concerns.

As constructed, the building offers six distinct units, each housing 18 beds. The 108 beds within will serve separate and distinct populations as follows: 18 beds for 3.7 detoxification, 18 beds for 3.7 medically managed, 36 beds residential levels of care 3.1/3.3/3.5, 18 beds for process disorders including gambling and sex addiction, 18 beds for eating disorders.

Construction/Renovation/Demolition is planned across 2 phases and this construction is necessitated by the planned 3.1/3.3/3.5 levels of care. The 6 units will be functionally identical in outfitting distinct nurse's stations, common areas, and resident rooms following the completion of the renovation project. With this in mind, the proposed 3.7 units located on the ground floor will require the same renovations and updates as the units planned to house 3.1/3.3/3.5 levels of care. Renovation costs of approximately \$2.4 million have been allocated to the 3.7 level of care as proposed. These renovations are currently in process given that the project and facility are able to pivot and will utilize the proposed 3.7 units for lower levels of residential care while pursuing 3.7 certificate of need approval.

Phase I involves interior demolition and retrofitting that will provide sufficient office, group and community spaces for residential level of care 3.1/3.3/3.5. Demolition for Phase I commenced June 2022 and the planned renovations as approved by the Township of La Plata were completed on October 21, 2022.

Phase II is scheduled to begin fourth quarter of 2022 with a planned completion of March 2023. Phase II includes an addition that will add office spaces, conference rooms and expanded administrative capacity that will allow the program to expand service lines across process disorders and eating disorders.

(2) Changes in square footage of departments and units

The building will undergo a 2,200 square foot addition that does not impact department or unit square footage. The addition will house various administrative spaces.

- (3) Physical plant or location changes

Physical plant is undergoing renovations to ensure compliance and operational efficiency for proposed use

- (4) Changes to affected services following completion of the project

The completion of the project will afford the facility the ability to expand service lines, to include the proposed process and eating disorder units on the third floor

- (5) Outline the project schedule.

Phase I renovations were completed on October 21, 2022. Phase II renovations projected completion March 2023.

9. CURRENT CAPACITY AND PROPOSED CHANGES: Complete Table A (Physical Bed Capacity Before and After Project) from the CON Application Table package

Applicant Response: Table A is attached in Exhibit 4.

10. REQUIRED APPROVALS AND SITE CONTROL

- A. Site size: 4.8 acres
- B. Have all necessary State and local land use and environmental approvals, including zoning and site plan, for the project as proposed been obtained? YES X NO _____ (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

The property is located in Charles County, Maryland within the Township of La Plata. All necessary land use approvals, zoning approvals, water/sewer/electric capacity approvals have been received.

Parking is on-site and has been deemed sufficient by the Township.

C. Form of Site Control (Respond to the one that applies. If more than one, explain.):

Stephen Smith, as controlling member of the property company, SKAOS MD LLC and the operating company Alpas Wellness La Plata LLC has provided a lease agreement between SKAOS MD and Alpas Wellness La Plata affording Alpas Wellness the use of the facility and land. See **Exhibit 2**.

- (1) Owned by: Stephen Smith
- (2) Options to purchase held by: N/A
Please provide a copy of the purchase option as an attachment.
- (3) Land Lease held by: N/A
Please provide a copy of the land lease as an attachment.
- (4) Option to lease held by: N/A
Please provide a copy of the option to lease as an attachment.
- (5) Other: N/A
Explain and provide legal documents as an attachment.

11. PROJECT SCHEDULE

(Instructions: In completing this section, please note applicable performance requirement time frames set forth in Commission Regulations, COMAR 10.24.01.12)

For new construction or renovation projects.

Project Implementation Target Dates

- A. Obligation of Capital Expenditure 0 months from approval date.
- B. Beginning Construction 4 months from capital obligation.
- C. Pre-Licensure/First Use 9-12 months from capital obligation.
- D. Full Utilization 3-4 months from first use.

The above timelines are based upon Alpas Wellness La Plata's financing secured through Colliers in February 2022. Upon closing in February, Alpas assumed the obligation of capital beginning March 2022. Construction started June 2022. Licensure and first use are expected First Quarter 2023. Full utilization of space is expected Second or Third Quarter 2023. As explained above, these capital expenditures are being made for the residential (3.1/3.3/3.5) levels of care. Following approval of the certificate of need, two of the units will be used for 3.7 levels of care.

For projects not involving construction or renovations.

Project Implementation Target Dates

- A. Obligation or expenditure of 51% of Capital Expenditure _____ months from CON approval date.
- B. Pre-Licensure/First Use _____ months from capital obligation.
- C. Full Utilization _____ months from first use.

For projects not involving capital expenditures.

Project Implementation Target Dates

- A. Obligation or expenditure of 51% Project Budget _____ months from CON approval date.
- B. Pre-Licensure/First Use _____ months from CON approval.
- C. Full Utilization _____ months from first use.

12. PROJECT DRAWINGS

Projects involving new construction and/or renovations should include scalable schematic drawings of the facility at least a 1/16" scale. Drawings should be completely legible and include dates.

These drawings should include the following before (existing) and after (proposed), as applicable:

- A. Floor plans for each floor affected with all rooms labeled by purpose or function, number of beds, location of bath rooms, nursing stations, and any proposed space for future expansion to be constructed, but not finished at the completion of the project, labeled as "shell space".
- B. For projects involving new construction and/or site work a Plot Plan, showing the "footprint" and location of the facility before and after the project.
- C. Specify dimensions and square footage of patient rooms.

Applicant Response: Please see **Exhibit 5.**

13. AVAILABILITY AND ADEQUACY OF UTILITIES

Discuss the availability and adequacy of utilities (water, electricity, sewage, natural gas, etc.) for the proposed project and identify the provider of each utility. Specify the steps that will be necessary to obtain utilities.

The Township of La Plata and County provides water and sewer services for the facility. Alpas has obtained review and approval of proposed need for water and sewer services from the Township of La Plata.

Electricity and natural gas are currently provided by SMECO and the project will maintain SMECO as the supplier.

The project also maintains full scale generators on site that are capable of supplying power to the entirety of the facility in the event of a power loss

PART II - PROJECT BUDGET

Complete Table B (Project Budget) of the CON Application Table Package

Note: Applicant should include a list of all assumptions and specify what is included in each budget line, as well as the source of cost estimates and the manner in which all cost estimates are derived. Explain how the budgeted amount for contingencies was determined and why the amount budgeted is adequate for the project given the nature of the project and the current stage of design (i.e., schematic, working drawings, etc.).

Applicant Response: The project budget (Table B) and statement of assumptions are included in the CON Application Table Package attached as **Exhibit 4**.

PART III - APPLICANT HISTORY, STATEMENT OF RESPONSIBILITY, AUTHORIZATION AND RELEASE OF INFORMATION, AND SIGNATURE

1. List names and addresses of all owners and individuals responsible for the proposed project.

Stephen Smith – 1246 Forrest Hill Dr Lower Gwynedd, PA 19002
Sean Smith – 3265 New Hill Way Hellertown, PA 20646
John Beecroft – 319 Cooper Street Woodbury, NJ 08096

2. Is any applicant, owner, or responsible person listed above now involved, or has any such person ever been involved, in the ownership, development, or management of another health care facility? If yes, provide a listing of each such facility, including facility name, address, the relationship(s), and dates of involvement.

John Beecroft
Executive Director – Banyan Treatment Centers – Langhorne and Wilkes-Barre
November 2017 – January 2020.

Program Director - Recovery at Penn Medicine –Philadelphia, PA
October 2014 – July 2017.

Program Director - GPASS – Philadelphia, PA
August 2008- October 2014.

Resume attached as Exhibit 7

3. In the last 5 years, has the Maryland license or certification of the applicant facility, or the license or certification from any state or the District of Columbia of any of the facilities listed in response to Question 2, above, ever been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) ? If yes, provide a written explanation of the circumstances, including the date(s) of the actions and the disposition. If the applicant(s), owners, or individuals responsible for implementation of the Project were not involved with the facility at the time a suspension, revocation, or disciplinary action took place, indicate in the explanation.

No

4. Other than the licensure or certification actions described in the response to Question 3, above, has any facility with which any applicant is involved, or has any facility with which any applicant has in the past been involved (listed in response to Question 2, above) ever received inquiries from a federal or any state authority, the Joint Commission, or other regulatory body regarding possible non-compliance with Maryland, another state, federal, or Joint Commission requirements for the provision of, the quality of, or the payment for health care services that have resulted in actions leading to the possibility of penalties, admission bans, probationary

status, or other sanctions at the applicant facility or at any facility listed in response to Question 2? If yes, provide, for each such instance, copies of any settlement reached, proposed findings or final findings of non-compliance and related documentation including reports of non-compliance, responses of the facility, and any final disposition or conclusions reached by the applicable authority.

No

5. Has any applicant, owner, or responsible individual listed in response to Question 1, above, ever pled guilty to, received any type of diversionary disposition, or been convicted of a criminal offense in any way connected with the ownership, development, or management of the applicant facility or any of the health care facilities listed in response to Question 2, above? If yes, provide a written explanation of the circumstances, including as applicable the court, the date(s) of conviction(s), diversionary disposition(s) of any type, or guilty plea(s).

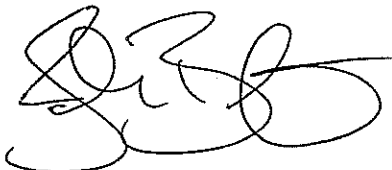
No

One or more persons shall be officially authorized in writing by the applicant to sign for and act for the applicant for the project which is the subject of this application. Copies of this authorization shall be attached to the application. The undersigned is the owner(s), or Board-designated official of the applicant regarding the project proposed in the application.

Authorization Statement attached as **Exhibit 13**.

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.

11/30/2022



Date

Signature of Owner or Board-designated Official

Chief Operating Officer
Position/Title

John Beecroft
Printed Name

PART IV - CONSISTENCY WITH GENERAL REVIEW CRITERIA AT COMAR 10.24.01.08G(3):

INSTRUCTION: Each applicant must respond to all applicable criteria included in COMAR 10.24.01.08G. These criteria follow, 10.24.01.08G(3)(a) through 10.24.01.08G(3)(f).

An application for a Certificate of Need shall be evaluated according to all relevant State Health Plan standards and other review criteria.

If a particular standard or criteria is covered in the response to a previous standard or criteria, the applicant may cite the specific location of those discussions in order to avoid duplication. When doing so, the applicant should ensure that the previous material directly pertains to the requirement and to the directions included in this application form. Incomplete responses to any requirement will result in an information request from Commission Staff to ensure adequacy of the response, which will prolong the application's review period.

10.24.01.08G(3)(a). The State Health Plan.

Every applicant must address each applicable standard in the chapter of the State Health Plan for Facilities and Services¹. Commission staff can help guide applicants to the chapter(s) that applies to a particular proposal.

Please provide a direct, concise response explaining the project's consistency with each standard. Some standards require specific documentation (e.g., policies, certifications) which should be included within the application as an exhibit.

10.24.14.05 Certificate of Need Approval Rules and Review Standards for New Substance Abuse Treatment Facilities and for Expansions of Existing Facilities.

.05A. Approval Rules Related To Facility Size. Unless the applicant demonstrates why a relevant standard should not apply, the following standards apply to applicants seeking to establish or to expand either a Track One or a Track Two intermediate care facility.

- (1) The Commission will approve a Certificate of Need application for an intermediate care facility having less than 15 beds only if the applicant dedicates a special population as defined in Regulation .08.**
- (2) The Commission will approve a Certificate of Need application for a new intermediate care facility only if the facility will have no more than 40 adolescent or 50 adult intermediate care facility beds, or a total of 90 beds, if the applicant is applying to serve both age groups.**
- (3) The Commission will not approve a Certificate of Need application for expansion of an existing alcohol and drug abuse intermediate care facility if its approval**

¹ [1] Copies of all applicable State Health Plan chapters are available from the Commission and are available on the Commission's web site here: http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_shp/hcfs_shp

would result in the facility exceeding a total of 40 adolescent or 100 adult intermediate care facility beds, or a total of 140 beds, if the applicant is applying to serve both age groups.

Applicant Response: Not applicable. The project will have no more than 36 adult ICF treatment beds.

.05B. Identification of Intermediate Care Facility Alcohol and Drug Abuse Bed Need.

(1) An applicant seeking Certificate of Need approval to establish or expand an intermediate care facility for substance abuse treatment services must apply under one of the two categories of bed need under this Chapter:

(a) For Track One, the Commission projects maximum need for alcohol and drug abuse intermediate care beds in a region using the need projection methodology in Regulation .07 of this Chapter and updates published in the *Maryland Register*.

(b) For Track Two, as defined at Regulation .08, an applicant who proposes to provide 50 percent or more of its patient days annually to indigent and gray area patients may apply for:

(i) Publicly-funded beds, as defined in Regulation .08 of this Chapter, consistent with the level of funding provided by the Maryland Medical Assistance Programs (MMAP), Alcohol and Drug Abuse Administration, or a local jurisdiction or jurisdictions; and

(ii) A number of beds to be used for private-pay patients in accordance with Regulation .08, in addition to the number of beds projected to be needed in Regulation .07 of this Chapter.

(2) To establish or to expand a Track Two intermediate care facility, an applicant must:

(a) Document the need for the number and types of beds being applied for;

(b) Agree to co-mingle publicly-funded and private-pay patients within the facility;

(c) Assure that indigents, including court-referrals, will receive preference for admission, and

(d) Agree that, if either the Alcohol and Drug Abuse Administration, or a local jurisdiction terminates the contractual agreement and funding for the facility's clients, the facility will notify the Commission and the Office of Health Care Quality within 15 days that that the facility is relinquishing its certification to operate, and will not use either its publicly- or privately-funded intermediate care facility beds for private-pay patients without obtaining a new Certificate of Need.

Applicant Response:

I. Drug and Alcohol Use Disorder Nationally

The National Survey on Drug Use and Health (NSDUH) for year 2020 supports the need for the expansion of available beds in the State of Maryland. The NSDUH is a survey conducted annually and sponsored by the Substance Abuse and Mental Health Services Administration (SAMHSA), part of the United States Department of Health and Human Services. The NSDUH survey functions as a valuable source of information on illicit drug and alcohol use in the United States for individuals ages 12 years and older. The 2020 NSDUH Survey had the following key findings:

Illicit Drug Use

- In the year leading up to the 2020 survey, 83.8 million individuals ages 12 or older used illicit drugs. For the purposes of this survey, illicit drugs includes: heroin, inhalants, methamphetamines, cocaine, hallucinogens, psychotherapeutic drugs, and marijuana. 83.8 million accounting for 30.3% of the overall population aged 12 or older.
- 9.5 million people misused opioids, accounting for 3.4% of the total population aged 12 or older.
- Opioid misuse rates remain relatively static between 2017-2020 across those that are 12 or older and 26 or older.
- Prescription pain reliever misuse remains staggeringly high with 9.3 million individuals aged 12 or older having misused in the past year, 3.3% of the population
- Heroin use shows a slight rate increase at 902,000 individuals aged 12 or older.

Alcohol Use

- Alcohol use disorder is present in 55.9 million individuals aged 12 or older, and particularly high among those aged 18-25 – where 5.2 million individuals consume alcohol to a clinically relevant level (15.6%).
- 22.4 million individuals 26 or older consumed alcohol to a clinically relevant level (10.3%)
- 25.9% of the adult population over 18 had consumed alcohol excessively in the past year.
- Half of all individuals aged 12 or older had tried alcohol in the past year

II. Maryland Drug and Alcohol Use Disorder – Bed Need

Please see **Exhibit 7** for Community Support Letters

The below tables were calculated utilizing the State Health Plan Methodology.

Maryland State	2020	2025
Projected Adult Population 18+	4,794,366	4,965,091
Indigent Adult Population 18+	886,366	917,929
a) Non Indigent Population	3,908,000	4,047,162
b) Estimated Number of Substance Abusers (a. x 8.64%)	337,651	349,675
c1) Estimated Annual Target Population (bx 25%)	84,413	87,419
c2) Estimated Number Requiring Treatment (c1 x 95%)	80,192	83,048
d) Estimated Population Requiring ICF/CD (12.5% - 15%)		
d1) Minimum (c2 x 0.125)	10,024	10,381
d2) Maximum (c2 x 0.15)	12,029	12,457
e) Estimated Range Requiring Readmission (10%)		
e1) Minimum (d1 x 0.1)	1,002	1,038
e2) Maximum (d2 x 0.1)	1,203	1,246
Total Discharges from Out of State	44	46
f) Range of Adults Requiring ICF/CD Care		
f1) Minimum (d1 + e1 + Out of State)	11,071	11,465
f2) Maximum (d2 + e2 + Out of State)	13,276	13,749
g) Gross Number of Adult ICF Beds Needed		
g1) Maximum ((f1 x 14 ALOS)/365/0.85)	535	554
g2) Minimum ((f2 x 14 ALOS)/365/0.85)	642	665
h) Existing Track One Inventory ICF/CD Beds	551	551
i) Net Private ICF/CD Bed Need		
Minimum (g1-h)	-16	3
Maximum (g2-h)	91	114
Southern Maryland Region	2020	2025
Projected Adult Population 18+	1,038,240	1,078,430
Indigent Adult Population 18+	178,686	205,489
c) Non Indigent Population	859,554	872,941
d) Estimated Number of Substance Abusers (a. x 8.64%)	89,704	93,176
c1) Estimated Annual Target Population (b x 25%)	44,672	51,372
c2) Estimated Number Requiring Treatment (c1 x 95%)	42,438	48,803
j) Estimated Population Requiring ICF/CD (12.5% - 15%)		
d1) Minimum (c2 x 0.125)	5,305	6,100
d2) Maximum (c2 x 0.15)	6,366	7,320
k) Estimated Range Requiring Readmission (10%)		
e1) Minimum (d1 x 0.1)	531	610
e2) Maximum (d2 x 0.1)	637	732
Total Discharges from Out of State	11	13
l) Range of Adults Requiring ICF/CD Care		
f1) Minimum (d1 + e1 + Out of State)	5,847	6,723
f2) Maximum (d2 + e2 + Out of State)	7,014	8,065
m) Gross Number of Adult ICF Beds Needed		
g1) Maximum ((f1 x 14 ALOS)/365/0.85)	264	303
g2) Minimum ((f2 x 14 ALOS)/365/0.85)	317	364
n) Existing Track One Inventory ICF/CD Beds	64	64
o) Net Private ICF/CD Bed Need		
Minimum (g1-h)	200	239
Maximum (g2-h)	253	300

Table data sourced from:

<https://planning.maryland.gov/MSDC/Documents/projection/laborForce/2018/Total-Population-16-plus.pdf>

https://planning.maryland.gov/MSDC/Pages/s3_projection.aspx

<https://md-medicaid.org/eligibility/index.cfm>

Medicaid data for 19+ unavailable by both county and age. Calculated by totals of all ages for relevant counties X % of statewide eligible average for 18+ (57%)

BHA provided out of state data

Despite the appearance of sufficient beds being present in Maryland state as a whole, it is clear that the Southern Maryland region is currently in desperate need of increased Track One bed availability according to the tables above. When considering the continued opioid crisis and trending increased alcohol consumption and abuse, state and national data suggests that there are not currently sufficient beds to meet the needs of Maryland residents struggling with substance use disorders.

.05C. Sliding Fee Scale. An applicant must establish a sliding fee scale for gray area patients consistent with the client's ability to pay.

Applicant Response:

Alpas will utilize a sliding scale for fees incurred as part of assessment and treatment. This sliding scale will apply to gray area patients and their ability to pay. The fee schedule below represents discount percentages compared to the facility's standard billing rates charged to commercial insurance carriers:

<100% of Federal Poverty Level	75%
<150% but > 100% of Federal Poverty Level	50%
<200% but > 150% of Federal Poverty Level	25%

.05D. Provision of Service to Indigent and Gray Area Patients.

(1) Unless an applicant demonstrates why one or more of the following standards should not apply or should be modified, an applicant seeking to establish or to expand a Track One intermediate care facility must:

- (a) Establish a sliding fee scale for gray area patients consistent with a client's ability to pay;**
- (b) Commit that it will provide 30 percent or more of its proposed annual adolescent intermediate care facility bed days to indigent and gray area patients; and**
- (c) Commit that it will provide 15 percent or more of its proposed annual adult intermediate care facility bed days to indigent or gray area patients.**

(2) A existing Track One intermediate care facility may propose an alternative to the standards in Regulation D(1) that would increase the availability of alcoholism and drug abuse treatment to indigent or gray area patients in its health planning region.

(3) In evaluating an existing Track One intermediate care facility's proposal to provide a lower required minimum percentage of bed days committed to indigent or gray area patients in Regulation D(1) or an alternative proposal under Regulation D(2), the Commission shall consider:

(a) The needs of the population in the health planning region; and

(b) The financial feasibility of the applicant's meeting the requirements of Regulation D(1).

(4) An existing Track One intermediate care facility that seeks to increase beds shall provide information regarding the percentage of its annual patient days in the preceding 12 months that were generated by charity care, indigent, or gray area patients, including publicly-funded patients.

Applicant Response:

As part of its commitment to the community and furthering access to high-quality innovative care, Alpas aligns with 1(c) and commits to provide 15% of its 3.7 level of care annual bed days to indigent or gray area patients.

.05E. Information Regarding Charges. An applicant must agree to post information concerning charges for services, and the range and types of services provided, in a conspicuous place, and must document that this information is available to the public upon request.

Applicant Response:

The Applicant agrees to post information pertaining to charges for services, the range and types of services provided, and patient's rights in conspicuous places within the facility. The information will also be made available to the public.

.05F. Location. An applicant seeking to establish a new intermediate care facility must propose a location within a 30-minute one-way travel time by automobile to an acute care hospital.

Applicant Response:

The facility is located at 1014 Washington Ave and is roughly 2 miles from University of Maryland Regional Medical Center. Travel time by automobile average 5 minutes.

.05G. Age Groups.

(1) An applicant must identify the number of adolescent and adult beds for which it is applying, and document age-specific treatment protocols for adolescents ages 12-17 and adults ages 18 and older.

(2) If the applicant is proposing both adolescent and adult beds, it must document that

it will provide a separate physical, therapeutic, and educational environment consistent with the treatment needs of each age group including, for adolescents, providing for continuation of formal education.

- (3) A facility proposing to convert existing adolescent intermediate care substance abuse treatment beds to adult beds, or to convert existing adult beds to adolescent beds, must obtain a Certificate of Need.

Applicant Response:

Alpas is applying for 36 adult Intermediate Care Facility beds. An additional 72 residential beds are available for lower levels of inpatient care. The facility will only provide treatment to the adult population.

.05H. Quality Assurance.

- (1) An applicant must seek accreditation by an appropriate entity, either the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), in accordance with CFR, Title 42, Part 440, Section 160, the CARF...The Rehabilitation Accreditation Commission, or any other accrediting body approved by the Department of Health and Mental Hygiene. The appropriate accreditation must be obtained before a Certificate of Need-approved ICF begins operation, and must be maintained as a condition of continuing authority to operate an ICF for substance abuse treatment in Maryland.
 - (a) An applicant seeking to expand an existing ICF must document that its accreditation continues in good standing, and an applicant seeking to establish an ICF must agree to apply for, and obtain, accreditation prior to the first use review required under COMAR 10.24.01.18; and
 - (b) An ICF that loses its accreditation must notify the Commission and the Office of Health Care Quality in writing within fifteen days after it receives notice that its accreditation has been revoked or suspended.
 - (c) An ICF that loses its accreditation may be permitted to continue operation on a provisional basis, pending remediation of any deficiency that caused its accreditation to be revoked, if the Office of Health Care Quality advises the Commission that its continued operation is in the public interest.
- (2) A Certificate of Need-approved ICF must be certified by the Office of Health Care Quality before it begins operation, and must maintain that certification as a condition of continuing authority to operate an ICF for substance abuse treatment in Maryland.
 - (a) An applicant seeking to expand an existing ICF must document that its certification continues in good standing, and an applicant seeking to establish an ICF must agree to apply for certification by the time it requests that

Commission staff perform the first use review required under COMAR 10.24.01.18.

- (b) An ICF that loses its State certification must notify the Commission in writing within fifteen days after it receives notice that its accreditation has been revoked or suspended, and must cease operation until the Office of Health Care Quality notifies the Commission that deficiencies have been corrected.**
- (c) Effective on the date that the Office of Health Care Quality revokes State certification from an ICF, the regulations at COMAR 10.24.01.03C governing temporary delicensure of a health care facility apply to the affected ICF bed capacity.**

Applicant Response:

Alpas intends to apply accreditation by The Joint Commission once the facility is licensed and operational. Facility leadership has significant experience with TJC through previous work with the University of Pennsylvania Medical Center, Mercy Hospital, and Banyan Treatment Centers. Further, the Applicant will obtain and maintain a license from the Behavioral Health Administration under COMAR 10.63 (Community Based Behavioral Health Programs and Services). (Licensing is now under the Behavioral Health Administration, not the Office of Health Care Quality.) The Applicant agrees to provide the notice and to cease operation in accordance with part (b) of this Standard.

.05I. Utilization Review and Control Programs.

- (1) An applicant must document the commitment to participate in utilization review and control programs, and have treatment protocols, including written policies governing admission, length of stay, discharge planning, and referral.**
- (2) An applicant must document that each patient's treatment plan includes, or will include, at least one year of aftercare following discharge from the facility.**

Applicant Response:

Alpas is committed to the provision of the highest quality of care possible. All patient care will be delivered by thoroughly trained and competent staff within a safe environment of care. Admission and continued stay criteria are used to develop appropriate care planning. Patients will be monitored and evaluated objectively through a process that ensures clinical, financial and personal resources are deployed responsibly towards the provision of high quality care. The Utilization Management Plan applies to all patients, regardless of insurance coverage and source of payment, and applies to all departments and rendered services. Alpas commits to participating in continued utilization review, which includes but is not limited to:

- Evaluation of the services provided, as it pertains to over/under-utilization of services
- Periodic and consistent evaluation of documentation

- Ongoing review of clinical appropriateness for Admission, Continued Stay and Discharge. In accordance with the Alpas Wellness Policy and Procedure Manual

Alpas commits to providing at least one year of aftercare following an episode of care at our facility. This aftercare commitment will be reflected in each patient's treatment plan. Aftercare planning includes but is not limited to:

- Access to our proprietary aftercare mobile phone application – this application provides for closed social networking and support opportunities, the ability to engage treatment center staff immediately should a recovery emergency arise, the opportunity to track upcoming recovery events, access recovery literature and find local support meetings.
- Enrollment in our aftercare monitoring system which includes telephone follow-up and support provided by outreach coordinators

Aftercare planning begins at admission. In accordance with Alpas Policy and Procedures, discharge planning includes but is not limited to:

- Documentation of clinical concerns to be monitored and addressed as part of continuing care
- Description of services to be provided that will facilitate the patient maintaining long-term self-guided recovery
- A specific point of contact to assist the client in obtaining necessary services
- Dates, times and locations of continuing care appointments
- Criteria for re-admission

Please see attached **Exhibit 8** for draft Policy and Procedures for:

- Admissions Exclusion Criteria
- Discharge Procedures
- Initial Patient Care
- Utilization Reviews and Continued Stay
- Continued Stay Criteria

.05J. Transfer and Referral Agreements.

(1) An applicant must have written transfer and referral agreements with facilities capable of managing cases which exceed, extend, or complement its own capabilities, including facilities which provide inpatient, intensive and general outpatient programs, halfway house placement, long-term care, aftercare, and other types of appropriate follow-up treatment.

(2) The applicant must provide documentation of its transfer and referral agreements, in the form of letters of agreement or acknowledgement from 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.

Applicant Response:

The Applicant has submitted requests to an array of providers to establish written transfer and referral agreements. The facilities engaged are capable of managing cases that necessitate wrap-around support services, complements or exceed the Applicant's existing capabilities. Programs The Applicant will establish agreements with include inpatient, intensive, and outpatient providers, halfway house placement services, long-term care, aftercare and a variety of other appropriate service lines.

The Applicant has contacted and submitted transfer and referral agreements to:

- 1) **Acute Care Hospitals** – University of Maryland Charles Regional Medical Center in La Plata, Maryland. Medstar Southern Maryland Hospital Center in Clinton, Maryland
- 2) **Halfway Houses, Long-Term Care Facilities, and local D&A intensive/outpatient programs:** Elevate Recovery Centers, Amatus, Essentials, MARC, CARE Consultants, Open Arms Inc.
- 3) Core Service Agency in Charles County
- 4) Maryland Department of Health Behavioral Health Administration
- 5) Charles County Department of Health

.05K. Sources of Referral.

- (1) **An applicant proposing to establish a new Track Two facility must document to demonstrate that 50 percent of the facility's annual patient days, consistent with Regulation .08 of this Chapter, will be generated by the indigent or gray area population, including days paid under a contract with the Alcohol and Drug Abuse Administration or a jurisdictional alcohol or drug abuse authority.**
- (2) **An applicant proposing to establish a new Track One facility must document referral agreements to demonstrate that 15 percent of the facility's annual patient days required by Regulation .08 of this Chapter will be incurred by the indigent or gray area populations, including days paid under a contract with the Alcohol or Drug Abuse Administration or a jurisdictional alcohol or drug abuse authority, or the Medical Assistance program.**

Applicant Response:

Part (1) of this Standard does not apply. As to Part (2), Alpas Wellness La Plata's Vice President of Business Development has a long standing relationship with Elevate Recovery Centers and their existing partial care/intensive outpatient program that accepts individuals with Medicaid coverage and indigent/gray area populations. Alpas Wellness will be a welcome residential

destination for individuals at Elevate requiring a higher level of care. Please see **Exhibit 15** for initial referral agreement with Elevate Recovery Centers

The Applicant will deploy a robust marketing program that includes print, local and internet outreach efforts. The project will appropriately market its availability to accept Medicaid/indigent/gray area patients. The Applicant's call center will be able to effectively screen Medicaid/indigent/gray area patients and facilitate their admission to the facility at 1014 Washington Avenue.

The Applicant is developing a relationship with the Director of Operations for UM Charles Regional Medical Group to ensure that we are able to provide care, whenever possible, for their patients that present as indigent or gray area.

.05L. In-Service Education. An applicant must document that it will institute or, if an existing facility, maintain a standardized in-service orientation and continuing education program for all categories of direct service personnel, whether paid or volunteer.

Applicant Response:

It is the policy of the Applicant to ensure staff are thoroughly trained, competent and committed to delivering the highest quality of care possible. The agency's mission is achieved through continued education and training requirements outlined below:

The Applicant's HR Department is responsible for the onboarding orientation of all new staff, onboarding curriculum includes but is not limited to:

- 1) Alpas Wellness Mission, Vision and Philosophy
- 2) Patient Rights
- 3) Confidentiality
- 4) HIPAA
- 5) Patient or Staff Accident/Injury
- 6) Employee/Staff Personal Safety
- 7) Ethics
- 8) Diversity/Cultural Awareness
- 9) Incident Reporting
- 10) Patient and Family Experience (Customer Service)
- 11) Medication Management
- 12) Fire Safety & Prevention
- 13) Emergency Evacuation Procedures
- 14) Suicide Precautions
- 15) Hazardous Chemicals
- 16) Infection Control, Blood Borne Pathogens, and Communicable Disease

The Clinical Director, Executive Director, and Director of Nursing comprise the Facility Training Team. This team is responsible for the oversight of the above trainings for all new staff as well as the Clinical Training Curriculum outlined below:

- 1) Co-Occurring Disorders

- 2) Motivational Interviewing
- 3) Cognitive Behavioral Therapy
- 4) Dialectical Behavioral Therapy
- 5) Trauma Informed Care and Support
- 6) Group Facilitation Skills
- 7) Documentation
- 8) Pro-Social Skills
- 9) Novel Interventions

Supplemental staff training and educational opportunities are offered throughout the year. Clinical and para-clinical staff receive ongoing supervision, support and opportunities for social engagement onsite.

Human Resources is responsible for tracking all in-service education attendance and ensuring that staff receive the appropriate ongoing continuing education units required.

Exhibit 9 includes the Applicant's Wellness Addiction Severity Index Training, Motivational Interviewing Training and our Evidence Based Practices Training as examples.

.05M. Sub-Acute Detoxification. An applicant must demonstrate its capacity to admit and treat alcohol or drug abusers requiring sub-acute detoxification by documenting appropriate admission standards, treatment protocols, staffing standards, and physical plant configuration.

Applicant Response:

The Applicant maintains Admissions Criteria policy and procedures and Detoxification Treatment protocols to guide the evaluation, admission, detoxification and treatment of patients in our care.

Exhibit 10 is the policy and procedure for Admissions Criteria for Detoxification Treatment

The detoxification and medically managed 3.7 levels of care will be house in two distinct units on the ground floor of the facility. These units will be staffed 24 hours a day, 7 days per week by qualified nursing personnel. A qualified physician and/or nurse practitioner will assess each patient on these units within 24 hours of admission. The medical provider will also conduct daily on-site monitoring and evaluation of patients on these units, if medically necessary. All patients on these units will be provided treatment for coexisting medical, emotional and behavioral problems.

.05N. Voluntary Counseling, Testing, and Treatment Protocols for Human Immunodeficiency Virus (HIV). An applicant must demonstrate that it has procedures to train staff in appropriate methods of infection control and specialized counseling for HIV-positive persons and active AIDS patients.

Applicant Response:

The Applicant will ensure that all staff receive appropriate training on infection control at the time of hire and annually thereafter. The facility will offer HIV testing and counseling with patient consent in accordance with the Applicant's policy on HIV Testing and Counseling.

The Applicant's HIV Testing and Counseling, and Infection Control Policies are attached in **Exhibit 11**.

.05O. Outpatient Alcohol & Drug Abuse Programs.

- (1) An applicant must develop and document an outpatient program to provide, at a minimum: individual needs assessment and evaluation; individual, family, and group counseling; aftercare; and information and referral for at least one year after each patient's discharge from the intermediate care facility.**
- (2) An applicant must document continuity of care and appropriate staffing at off-site outpatient programs.**
- (3) Outpatient programs must identify special populations as defined in Regulation .08, in their service areas and provide outreach and outpatient services to meet their needs.**
- (4) Outpatient programs must demonstrate the ability to provide services in the evening and on weekends.**
- (5) An applicant may demonstrate that outpatient programs are available to its patients, or proposed patient population, through written referral agreements that meet the requirements of (1) through (4) of this standard with existing outpatient programs.**

Applicant Response:

Please refer to **Exhibit 15 – Aftercare Planning**

The Applicant has developed an in-house telehealth platform to offer outpatient care to patients that meet the criteria for standard outpatient interventions and who wish to remain within our care once they return home.

The agency will have a robust aftercare and outreach team responsible for the coordination of continuing care for all patients receiving services at Alpas. Aftercare coordination begins at admission and will include the identification of appropriate care providers across a variety of levels. These providers will be identified based upon patient's post-discharge home location and will be vetted by the clinical and outreach teams.

Alpas will maintain appropriate referral agreements with partial hospital/intensive outpatient/outpatient providers in the Maryland, Virginia, DC region to help meet the needs of our patient population.

However, Alpas will not be limited in referral options to solely the identified providers. The goal is to ensure that patients are referred for aftercare to a continuing care facility that best meets his/her/their unique needs.

The continuing care plan will be considered a living document and updated throughout the patient's treatment stay. Prior to discharge, final planning will be agreed upon by staff and patient, and appropriate transport and warm handoff conducted by Alpas staff.

Patients completing our program receive access to our proprietary Aftercare cell phone application that provides them with the opportunity to participate in a sober closed social support network, track their mood and progress, respond to journal prompts, monitor recovery events, and remain in contact with Alpas clinical staff.

Our alumni program will conduct ongoing follow-up with individuals discharged from the program for a period of at least 2 years. Patients are permitted to opt-out of this follow-up at any time. The alumni program outreach will include the sharing of upcoming event information, inquiries as to progress updates and patient concerns, the offering of support services, and general efforts to maintain contact with our alumni.

.05P. Program Reporting. Applicants must agree 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.

Applicant Response:

Alpas will report utilization data and required information to the Alcohol and Drug Abuse Administration's Substance Abuse Management Information System (SAMIS) program on a monthly basis. Alpas will also participate in the comparable data collection program specified by the Department of Health.

.06 Preferences for Certificate of Need approval.

- A. In a comparative review of applicants for private bed capacity in Track One, the Commission will give preference expand an intermediate care facility if the project's sponsor will commit to:**
- (1) Increase access to care for indigent and gray area patients by reserving more bed capacity than required in Regulation .08 of this Chapter;**
 - (3) Treat special populations as defined in Regulation .08 of this Chapter or, if an existing alcohol or drug abuse treatment facility, treat special populations it has historically not treated;**
 - (4) Include in its range of services alternative treatment settings such as intensive outpatient programs, halfway houses, therapeutic foster care, and long-term residential or shelter care;**
 - (5) Provide specialized programs to treat an addicted person with co-existing mental illness, including appropriate consultation with a psychiatrist; or,**
 - (6) In a proposed intermediate care facility that will provide a treatment program for women, offer child care and other related services for the dependent children of these patients.**
- B. If a proposed project has received a preference in a Certificate of Need review pursuant to this regulation, but the project sponsor subsequently determines that providing the identified type or scope of service is beyond the facility's clinical or financial resources:**

- (1) The project sponsor must notify the Commission in writing before beginning to operate the facility, and seek Commission approval for any change in its array of services pursuant to COMAR 10.24.01.17.
- (2) The project sponsor must show good cause why it will not provide the identified service, and why the effectiveness of its treatment program will not be compromised in the absence of the service for which a preference was awarded; and
- (3) The Commission, in its sole discretion, may determine that the change constitutes an impermissible modification, pursuant to COMAR 10.24.01.17C(1).

Applicant Response:

This standard is not applicable because this is not a comparative review.

B. NEED

COMAR 10.24.01.08G(3)(b) Need. The Commission shall consider the applicable need analysis in the State Health Plan. If no State Health Plan need analysis is applicable, the Commission shall consider whether the applicant has demonstrated unmet needs of the population to be served, and established that the proposed project meets those needs.

INSTRUCTIONS: Please discuss the need of the population served or to be served by the Project.

Responses should include a quantitative analysis that, at a minimum, describes the Project's expected service area, population size, characteristics, and projected growth. If the relevant chapter of the State Health Plan includes a need standard or need projection methodology, please reference/address it in your response. For applications proposing to address the need of special population groups, please specifically identify those populations that are underserved and describe how this Project will address their needs.

If the project involves modernization of an existing facility through renovation and/or expansion, provide a detailed explanation of why such modernization is needed by the service area population. Identify and discuss relevant building or life safety code issues, age of physical plant issues, or standard of care issues that support the need for the proposed modernization.

Please assure that all sources of information used in the need analysis are identified. List all assumptions made in the need analysis regarding demand for services, utilization rate(s), and the relevant population, and provide information supporting the validity of the assumptions.

Complete Table C (Statistical Projections – Entire Facility) from the CON Application Table Package.

Applicant Response:

Please refer to the Applicant's response to COMAR 10.24.14.05B above.

C. AVAILABILITY OF MORE COST-EFFECTIVE ALTERNATIVES

COMAR 10.24.01.08G(3)(c) Availability of More Cost-Effective Alternatives. *The Commission shall compare the cost effectiveness of the proposed project with the cost effectiveness of providing the service through alternative existing facilities, or through an alternative facility that has submitted a competitive application as part of a comparative review.*

INSTRUCTIONS: Please describe the planning process that was used to develop the proposed project. This should include a full explanation of the primary goals or objectives of the project or the problem(s) being addressed by the project. It should also identify the alternative approaches to achieving those goals or objectives or solving those problem(s) that were considered during the project planning process, including the alternative of the services being provided by existing facilities.

For all alternative approaches, provide information on the level of effectiveness in goal or objective achievement or problem resolution that each alternative would be likely to achieve and the costs of each alternative. The cost analysis should go beyond development cost to consider life cycle costs of project alternatives. This narrative should clearly convey the analytical findings and reasoning that supported the project choices made. It should demonstrate why the proposed project provides the most effective goal and objective achievement or the most effective solution to the identified problem(s) for the level of cost required to implement the project, when compared to the effectiveness and cost of alternatives including the alternative of providing the service through alternative existing facilities, or through an alternative facility that has submitted a competitive application as part of a comparative review.

Applicant Response:

The proposed project involves renovating an existing, previously unoccupied structure, to create a modern biophilic and research oriented Intermediate Care Facility and Residential Rehabilitation program for substance use disorders, process disorders and eating disorders. Alpas selected the proposed location based on the lack of sufficient treatment beds to meet the needs of the proposed patient population within the State of Maryland.

The acquisition of existing providers does not address the lack of sufficient treatment beds to meet the demonstrated need for additional ICF bed capacity to serve needs of those suffering from substance use disorders, process disorders and eating disorders and fails to sufficiently benefit residents of the State of Maryland. Additionally, increasing bed counts within existing facilities fails to comprehensively address the complex co-occurring nature of the behavioral health concerns that so many patients present with.

Alpas brings a unique and modern approach to behavioral health interventions, with a focus on driving the field forward towards more effective approaches. A variety of data has shown that relapse rates among alcohol and illicit substance users remains high at 85% within a year of the completion of treatment. Traditional efforts have failed an increasingly complex patient population. Alpas brings evidence-based practices merged with novel targeted interventions to stabilize and guide our patients towards a self-guided recovery. Our treatment efforts are partnered with research conducted by the University of Pennsylvania to drive the field towards more innovative treatment methods that bolster the patient experience and spirit.

Alpas will bring an unparalleled treatment experience to the in-network coverage space.

D. VIABILITY OF THE PROPOSAL

COMAR 10.24.01.08G(3)(d) Viability of the Proposal. *The Commission shall consider the availability of financial and nonfinancial resources, including community support, necessary to implement the project within the time frames set forth in the Commission's performance requirements, as well as the availability of resources necessary to sustain the project.*

INSTRUCTIONS: Please provide a complete description of the funding plan for the project, documenting the availability of equity, grant(s), or philanthropic sources of funds and demonstrating, to the extent possible, the ability of the applicant to obtain the debt financing proposed. Describe the alternative financing mechanisms considered in project planning and provide an explanation of why the proposed mix of funding sources was chosen.

- Complete Tables D (Revenues & Expenses, Uninflated – Entire Facility) and F (Revenues & Expenses, Uninflated – New Facility or Service) from the CON Application Table Package.
- Complete Table G (Work Force Information) from the CON Application Table Package.
- Audited financial statements for the past two years should be provided by all applicant entities and parent companies to demonstrate the financial condition of the entities involved and the availability of the equity contribution. If audited financial statements are not available for the entity or individuals that will provide the equity contribution, submit documentation of the financial condition of the entities and/or individuals providing the funds and the availability of such funds. Acceptable documentation is a letter signed by an independent Certified Public Accountant. Such letter shall detail the financial information considered by the CPA in reaching the conclusion that adequate funds are available.
- If debt financing is required and/or grants or fund raising is proposed, detail the experience of the entities and/or individuals involved in obtaining such financing and grants and in raising funds for similar projects. If grant funding is proposed, identify the grant that has been or will be pursued and document the eligibility of the proposed project for the grant.
- Describe and document relevant community support for the proposed project.
- Identify the performance requirements applicable to the proposed project (see question 12, "Project Schedule") and explain how the applicant will be able to implement the project in compliance with those performance requirements. Explain the process for completing the project design, obtaining State and local land use, environmental, and design approvals, contracting and obligating the funds within the prescribed time frame. Describe the construction process or refer to a description elsewhere in the application that demonstrates that the project can be completed within the applicable time frame(s).

Applicant Response:

Alpas has no equity contribution costs, it is entirely funded through a draw down loan via Colliers. The Loan Agreement (**Exhibit 12**) and the extension of over \$42 million in credit to the Applicant for the project is documentation of the Applicant's strong financial condition and creditworthiness and the availability of sufficient resources to complete renovations and working capital until revenues

The project has committed funds to cover a full year of operating expenses through this loan. Alpas is not dependent on Day 1 revenues to remain operational. The program design and operation includes a scheduled ramp up to control costs while providing sufficient bed availability to meet growing demand. The funds committed by Colliers are fully available for immediate deployment.

Alpas, having funds readily committed and available for deployment, completed the renovations to the extent necessary for the project to operate at a 3.1, 3.3, 3.5 level of care provision as constructed. With a CON, the addition of Level 3.7 can be made quickly in the existing units to meet the demonstrated need for this level of service. The facility would be capable of opening shortly after the provision of CON and licensure.

Land use had been approved for the facility as previously built. Necessary zoning was obtained prior to purchase. Wilmot Sanz Architecture in Rockville, MD is responsible for the design. Alpas is represented by Pure Project Management of Philadelphia, PA for design and build. Whiting Turner Contracting Company of Maryland is responsible for the build-out. The project and its timelines were part of an initial contract prepared by Wilmot Sanz and Whiting Turner, Phase 1 of the renovations are complete and the the overall build is slated for a March 2023 completion and remains on schedule and budget.

Please refer to **Exhibit 7** for letters of support.

E. COMPLIANCE WITH CONDITIONS OF PREVIOUS CERTIFICATES OF NEED

COMAR 10.24.01.08G(3)(e) Compliance with Conditions of Previous Certificates of Need. An applicant shall demonstrate compliance with all terms and conditions of each previous Certificate of Need granted to the applicant, and with all commitments made that earned preferences in obtaining each previous Certificate of Need, or provide the Commission with a written notice and explanation as to why the conditions or commitments were not met.

INSTRUCTIONS: List all of the Maryland Certificates of Need that have been issued to the project applicant, its parent, or its affiliates or subsidiaries over the prior 15 years, including their terms and conditions, and any changes to approved Certificates that needed to be obtained. Document that these projects were or are being implemented in compliance with all of their terms and conditions or explain why this was not the case.

Applicant Response:

Not applicable. No Maryland Certificates of Need have been applied for or granted to Alpas Wellness over the prior 15 years.

F. IMPACT ON EXISTING PROVIDERS AND THE HEALTH CARE DELIVERY SYSTEM

COMAR 10.24.01.08G(3)(f) Impact on Existing Providers and the Health Care Delivery System. An applicant shall provide information and analysis with respect to the impact of the proposed project on existing health care providers in the health planning region, including the impact on geographic and demographic access to services, on occupancy, on costs and charges of other providers, and on costs to the health care delivery system.

INSTRUCTIONS: Please provide an analysis of the impact of the proposed project. Please assure that all sources of information used in the impact analysis are identified and identify all the assumptions made in the impact analysis with respect to demand for services, payer mix, access to service and cost to the health care delivery system including relevant populations considered in the analysis, and changes in market share, with information that supports the validity of these assumptions. Provide an analysis of the following impacts:

- a) On the volume of service provided by all other existing health care providers that are likely to experience some impact as a result of this project;
- b) On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.
- c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access);
- d) On costs to the health care delivery system.

If the applicant is an existing facility or program, provide a summary description of the impact of the proposed project on the applicant's costs and charges, consistent with the information provided in the Project Budget, the projections of revenues and expenses, and the work force information.

Applicant Response:

As noted in response to the Commission's Bed Need Methodology, a net bed need of 239-300 in the Southern Maryland region has been demonstrated for target year 2025. The addition of 36 Level 3.7 beds by Alpas will help meet this need. With the approved beds, the Southern Maryland region still projects to require an additional 203-264 beds. Alpas does not believe its proposed 36 additional beds will have a significant impact on other providers.

Within the Primary Market Area (PMA) of 30 miles, there exists a single Track One provider, RCA Waldorf which is located 5.5 miles from Alpas' proposed location. Despite the proximity, RCA offers 64 beds and the projected bed need for the target year 2025 far exceeds the

coverage offered by RCA's Track One beds, even in consideration of the additional 36 Track One beds as proposed by Alpas.

Within the Secondary Market Area (SMA) of 60 miles, there is a single Track One provider, Maryland House Detox, located 53.1 miles from the proposed Alpas location. The 40 beds offered at Maryland House Detox are a significant distance from Alpas' proposed location and again, fall short of the significant bed need demonstrated in Maryland.

Healthcare costs are not expected to increase as this level of care maintains contracted rates with payers. The additional support services and referral options Alpas offers can serve to benefit the healthcare system with the additional Track One bed availability, the additional behavioral health service lines offered, and the expansion of the network of care in Southern Maryland.

Table of Exhibits

Exhibit	Description
1	Alpas Organizational Chart
2	Assignment of Lease
3	Maryland Drug Use Data
4	CON Application Table Package
5	Project Drawings
6	COO Resume
7	Community Support Letters
8	Clinical Policies and Procedures
9	Clinical Training Onboarding Schedule
10	Admission Criteria for Detoxification Treatment
11	Infection Control, HIV Testing and Counseling Policies
12	Loan Agreement
13	Authorization Statement
14	Elevate Referral Agreement
15	Aftercare Plan Policy

CON Application Table Package (Exhibit 4)

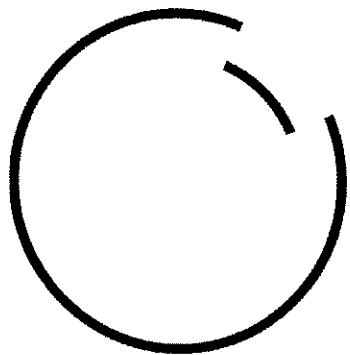
Table	Description
A	Physical Bed Capacity
B	Project Budget
E	New Facility – Served Stats
F	New Facility – Served Uninflated
G	Work Force

CERTIFICATE OF NEED APPLICATION

INTERMEDIATE CARE FACILITY

1014 WASHINGTON AVENUE

LA PLATA, MARYLAND



Alpas

Applicant: Alpas Wellness La Plata, LLC

December 5, 2022

PART I

PART II

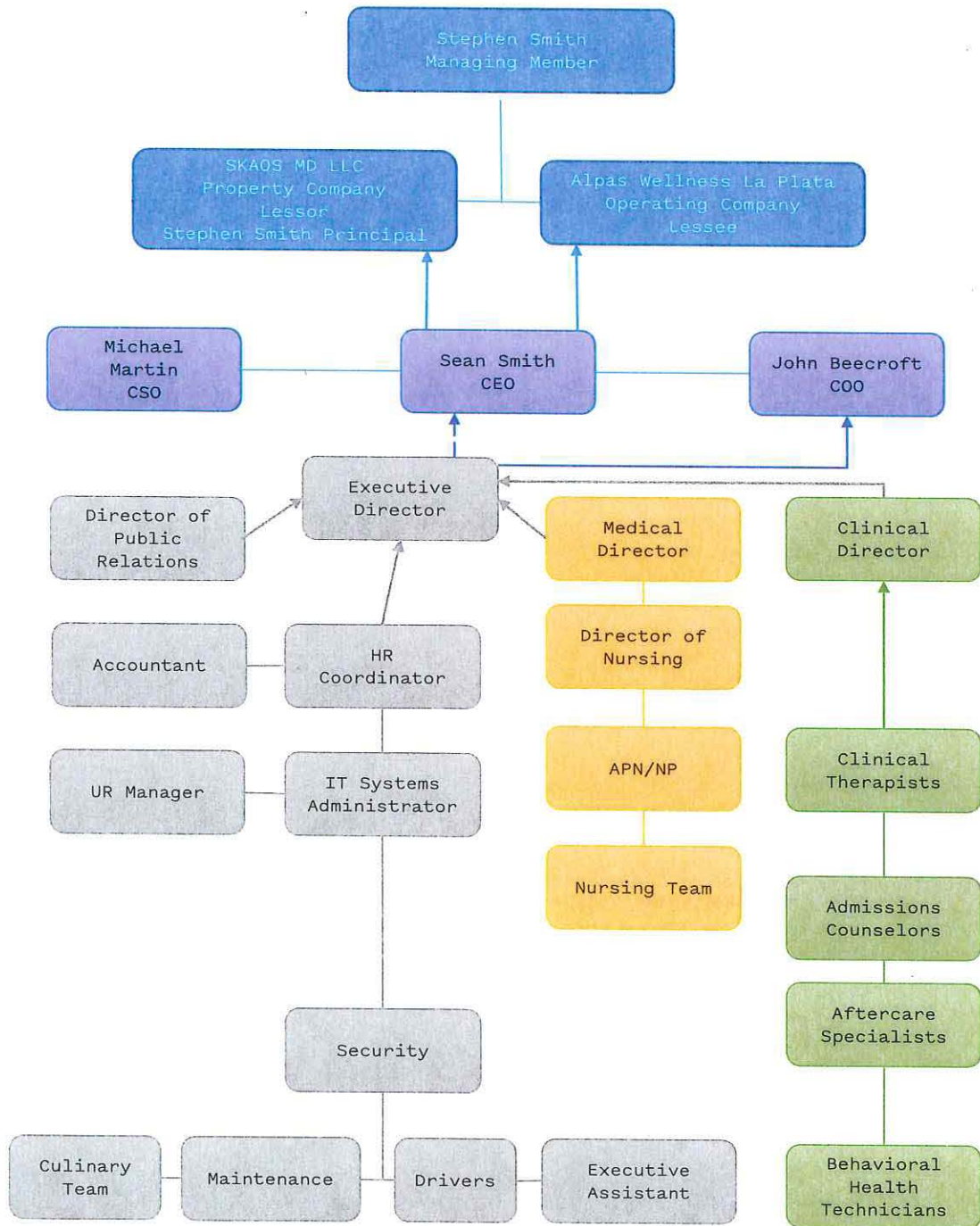
PART III

PART IV

1

1

Alpas Wellness La Plata Organizational Chart



AFTER RECORDING RETURN TO:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402
Attention: Rory O. Duggan, Esq.
Telephone: (612) 359-7600

Tax ID Number: 01-014234 & 01-064568

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made as of this 10th day of February, 2022, by SKAOS MD LLC, a Delaware limited liability company ("Owner") and ALPAS WELLNESS LA PLATA, LLC, a Delaware limited liability company ("Operator"; Owner and Operator are each, individually or collectively as the context may indicate, and jointly and severally the "Assignor"), whose address is 3265 New Hill Way, Springtown, Pennsylvania 18081 to COLLIERS FUNDING LLC, a Delaware limited liability company (the "Assignee"), whose address is Suite 4300, 90 South Seventh Street, Minneapolis, Minnesota 55402.

PRELIMINARY STATEMENT OF FACTS:

A. Assignor has made application to and Assignee has agreed to loan to Assignor the sum of up to Twenty-Nine Million Eight Hundred Thousand and no/100 Dollars (\$29,800,000.00) (the "Loan") to defray a portion of the costs of acquiring certain real property located in Charles County, Maryland described in Exhibit A attached hereto and renovating and rehabilitating the existing improvements located thereon into an approximately 108 unit substance use disorder, eating disorder, and mental health treatment facility (such real property with all improvements now or hereafter located thereon, the "Premises"), and in furtherance thereof, Assignor and Assignee have entered into that certain Construction and Term Loan Agreement dated of even date herewith (with all amendments, modifications and supplements, the "Loan Agreement"), wherein Assignee will disburse the Loan, or portions thereof, to Assignor under the conditions contained therein. Unless the context herein otherwise indicates, all capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

B. To evidence the Loan, Assignor is executing and delivering to Assignee that certain Promissory Note dated of even date herewith in the original principal amount of \$29,800,000.00 (with all amendments, modifications, supplements, replacements and extensions, the "Note").

C. As security for the repayment of the Note, Assignor is executing and delivering to the trustee named therein for the benefit of Assignee, as beneficiary, that certain Deed of Trust, Security Agreement and Fixture Financing Statement dated of even date herewith (with all amendments, modifications and supplements, the "Deed of Trust") encumbering the Premises.

D. Assignee requires as a condition to making the Loan that Assignor execute and deliver this Assignment.

E. As used herein the term "Loan Document(s)" shall mean the Note, Loan Agreement, Deed of Trust, this Assignment and any other instrument given in connection with and/or securing the Loan.

NOW THEREFORE FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the following:

- (i) All subleases, leases, operating leases and agreements for the leasing, use or occupancy of the Premises now, heretofor or hereafter entered into, and all amendments, renewals and extensions thereof (collectively "Lease" or "Leases", as the case may be);
- (ii) The immediate and continuing right to receive and collect the rents, income, profits and issues arising out of, payable from or collected from any Lease of the Premises including, without limitation, all monies owed under any Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease and all revenues of any sort whatsoever from the use or occupancy of any portion of the Premises (the "Rents");
- (iii) All guarantees of the obligations of any tenant under a Lease;
- (iv) All payments derived from any Lease of the Premises including, without limitation, claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under the Leases, whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and all payments made or pursuant to the termination of any Leases or a settlement of the obligations of any tenant under any Lease;
- (v) All proceeds payable by reason of the exercise by a tenant of any option to purchase the Premises or any first refusal rights of a tenant contained in a Lease;
- (vi) All rights in and to any proceeds of insurance payable to Assignor and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Premises, to be held by Assignee and applied as provided in the Loan Agreement and the Deed of Trust;

- (vii) Any award or damages payable to Assignor pursuant to any bankruptcy, liquidation, dissolution, insolvency, or similar proceeding affecting any tenant;
- (viii) Any payments made to Assignor in lieu of Rent;
- (ix) All security deposits paid by any tenant under any Lease; and
- (x) All of the following rights of Assignor:
 - (a) the right to waive, excuse, condone or in any manner release or discharge the tenants of or from the obligations, covenants, conditions and agreements by any tenant to be performed under its Lease;
 - (b) the right to terminate any Lease;
 - (c) the right to amend or modify any Lease or alter the obligations of the parties thereunder without the consent of Assignee;
 - (d) the right to accept a surrender of any Lease prior to its expiration date;
 - (e) the right to exercise the remedies of the landlord under any Lease by reason of any default by the tenant thereunder;
 - (f) the right to perform all necessary or desirable acts with respect to management and operation of substance use disorder, eating disorder, and mental health treatment facility and related facilities on and in the Premises;
 - (g) the right to manage, collect and preserve the general and intangible assets relating to the management and operation of the substance use disorder, eating disorder, and mental health treatment facility and related facilities on and in the Premises, including, without limitation, all Accounts, Chattel Paper, Documents, General Intangibles, Instruments, Inventory, Equipment and Goods, as such terms are defined in the Maryland Uniform Commercial Code in effect from time to time;
 - (h) the right to manage, collect and preserve all deposits and revenues relating to the Premises including, without limitation, security deposits, prepaid rents and occupancy charges, fund any other required escrows or reserves;
 - (i) the right to manage all service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, including any management

agreement; the right to the right to manage all licenses, permits and other agreements relating to the construction, equipping, operation or maintenance of the Premises;

- (j) the right to collect all sums due or payable to Assignor, open all mail, and take custody of all cash, checks, deposit accounts, checking accounts, credit card receivables, and any accounts owned and maintained by Assignor in which Assignor has any interest at a bank or other financial institution and maintain exclusive custody and signature authority over all such items and accounts, provided, however, that receiver shall make no expenditures except pursuant to monthly operating budgets approved by Assignee;
- (k) the right to review and take custody and control of all general ledgers, cash receipt journals, and other books of account and any and all other business records of Assignor of every kind and nature and all keys, leases, marketing agreements, service or supply agreements, all accounts receivable and accounts payable reports; and
- (l) in exercising the rights herein, employ, agents, employees, accountants and other professionals, including, but not limited, at receiver's discretion, Assignor's employees, and pay therefor at ordinary and usual rates out of funds that shall come into receiver's possession; subject to a monthly operating budgets approved by Assignee.

All the foregoing are collectively referred to herein as the "Assigned Rights".

This Assignment is given for the purpose of securing the following (collectively the "Indebtedness Secured Hereby"):

ONE: Payment of the indebtedness evidenced by and performance of the terms and conditions of the Note;

TWO: Payment of all other sums with interest thereon becoming due and payable to Assignee herein and contained in the Loan Agreement, the Note and the Deed of Trust; and

THREE: Performance and discharge of each and every obligation, covenant and agreement herein and contained in the Loan Agreement, the Deed of Trust and the other Loan Documents.

AND ASSIGNOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES:

**ARTICLE 1.
PERFORMANCE OF LEASES**

1.1 PERFORMANCE OF LEASES. Assignor shall:

- (a) Provide Assignee with a copy of all Leases of the Premises;
- (b) Faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Lease of the Premises to be performed by the landlord thereunder;
- (c) Enforce or secure the performance of each and every material obligation, covenant, condition and agreement of each Lease by the tenant thereunder to be performed;
- (d) Not borrow against, pledge or further assign any Rents due under any Lease;
- (e) Not permit the prepayment of any Rents for more than one (1) month in advance nor for more than the next accruing installment of Rents, nor anticipate, discount, compromise, forgive or waive any Rents;
- (f) Not waive, excuse, condone or in any manner release or discharge any tenant of or from the obligations, covenants, conditions and agreements by any tenant to be performed under its Lease;
- (g) Not permit any tenant to assign or sublet its interest in its Lease unless required to do so by the terms of such tenant's Lease;
- (h) Not terminate any Lease or accept a surrender thereof or a discharge of the tenant thereunder unless required to do so by the terms of its Lease;
- (i) Not consent to a subordination of the interest of any tenant to any party other than Assignee and then only if specifically consented to by Assignee; and
- (j) Not amend or modify any Lease or alter the obligations of the parties thereunder without the prior written consent of Assignee.

**ARTICLE 2.
PROTECTION OF SECURITY**

2.1 PROTECTION OF SECURITY. Assignor shall protect the interests of the Assignee under this Assignment and shall appear in and defend any action or proceeding arising

under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the landlord thereunder, and if in the reasonable judgment of Assignee Assignor is failing to do so, Assignee shall have the right to take such actions to protect its interests and to appear in and defend itself and such actions and Assignor agrees to pay all costs and expenses of Assignee, including, without limitation, attorneys' fees in a reasonable sum, in any such action or proceeding in which Assignee in its sole discretion may appear.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES**

3.1 REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that:

- (a) It is now the absolute owner of the Assigned Rights with full right and title to assign the same;
- (b) There are no outstanding assignments or pledges of any Assigned Rights;
- (c) There are no existing defaults under the provisions of any Lease on the part of any party to any Lease;
- (d) All obligations on the part of the landlord under any Lease have been fully complied with;
- (e) No Rents have been collected for more than one (1) month in advance of their due date or waived, anticipated, discounted, compromised or released, except as disclosed in writing to Assignee;
- (f) No tenant has any defenses, setoffs or counterclaims against Assignor;
- (g) Assignor has not executed any instrument that would prevent Assignee from enjoying the benefits of this Assignment; and
- (h) No part of the Premises is used as a homestead or as agricultural property.

**ARTICLE 4.
PRESENT ASSIGNMENT**

4.1 PRESENT ASSIGNMENT. This Assignment shall constitute a perfected, absolute and present assignment, provided, however, Assignor shall have the privilege, revocably, to collect, but not prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder. The privilege of Assignor to collect the Rents shall constitute a revocable privilege in favor of Assignor, revocable by Assignee in accordance with this Assignment.

4.2 REVOCATION OF PRIVILEGE. Assignee at its sole election may revoke any such privilege granted to Assignor to collect the Rents upon the occurrence of an Event of Default.

**ARTICLE 5.
EVENTS OF DEFAULT**

5.1 EVENT OF DEFAULT. It shall be an “Event of Default” under this Assignment upon the happening of any of the following:

- (a) Assignor fails to comply with or perform any agreement, term, condition or covenant required to be performed or observed by Assignor under the terms of this Assignment and such failure is not cured within a period of thirty (30) days after notice thereof from Assignee to Assignor; or
- (b) Any representation or warranty made by Assignor herein or in any other Loan Document shall be false or misleading in any material respect and Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after notice thereof from Assignee to Assignor; or
- (c) Any event designated as an “Event of Default” shall occur under the Loan Agreement, the Note, the Deed of Trust or any other Loan Document (other than this Assignment).

**ARTICLE 6.
REMEDIES**

6.1 REMEDIES. Upon the occurrence of an Event of Default, Assignee, without regard to waste, adequacy of the security or the solvency of Assignor, may declare all Indebtedness Secured Hereby immediately due and payable, may revoke the privilege granted Assignor hereunder to collect the Rents, and may, at its option, without notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents and enforce the payment thereof, exercise the Assigned Rights and all of the rights of Assignor under any Lease and all of the rights of Assignee hereunder and may enter upon, take possession of, manage and operate said Premises, or any part thereof; may cancel, enforce or modify any Lease, and fix or modify Rents, and do any acts which Assignee deems proper to protect the security hereof with or without taking possession of said Premises, and may apply the same to the costs and expenses of operation, management and collection, including, without limitation, reasonable attorneys’ fees, to the payment of the fees and expenses of any agent, or receiver so acting, to the payment of taxes, assessments, insurance premiums and expenditures for the management and upkeep of the Premises, to the performance of the landlord’s obligation under any Lease and to any Indebtedness Secured Hereby all in such order as Assignee may determine. The entering upon and taking possession of said Premises, the collection of such Rents, and the application

thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Deed of Trust or invalidate any act done pursuant to such notice nor in any way operate to prevent Assignee from pursuing any remedy which it now or hereafter may have under the terms or conditions of the Deed of Trust or the Note secured thereby or any other instrument securing the same.

6.2 FULL REMEDIES. It is the intention of the parties that this Assignment shall confer upon Assignee the fullest rights, remedies and benefits available under the laws of the State of Maryland with respect to the appointment of a receiver, the assignment of rents and leases as security for the Loan and the collection and application of Rents from the Premises.

ARTICLE 7. GENERAL COVENANTS

7.1 NO LIABILITY IMPOSED ON ASSIGNEE. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care management or repair of the Premises upon Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, nor shall it operate to make Assignee liable for laches or failure to collect any Rents or protect any Lease.

7.2 INDEMNIFICATION. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases except to the extent caused by the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, or in the defense of any such claims or demands of a judgment be entered against Assignee, the amount thereof, including, without limitation, costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Indebtedness Secured Hereby and Assignor shall reimburse Assignee for the same immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all Indebtedness Secured Hereby immediately due and payable. ASSIGNOR ACKNOWLEDGES AND CONFIRMS THAT CERTAIN PROVISIONS OF THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS IMPOSE UPON ASSIGNOR CERTAIN OBLIGATIONS AND INDEMNITES FOR CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ASSIGNEE OR THE OTHER INDEMNIFIED PARTIES.

7.3 TENANT TO RECOGNIZE ASSIGNEE. Each tenant under any Lease is hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed without investigating the reason for any action taken or the validity or the amount of

indebtedness owing to Assignee, or the existence of any default in the Note, the Loan Agreement or the Deed of Trust, or any Event of Default hereunder, or the application to be made by Assignee or such receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to any receiver in accordance with terms of its receivership or to Assignee without the necessity for judicial determination that a default has occurred hereunder or under the Deed of Trust or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Assignee be drawn to the exclusive order of Assignee or such receiver.

7.4 SECURITY DEPOSITS. Upon an Event of Default, Assignor shall on demand transfer to Assignee or a bank designated by Assignee all security deposits held by Assignor under the Leases and all interest thereon required by law or the Leases, to be held by Assignee or such bank and applied in accordance with the provisions of the Leases. Until Assignee makes such demand and the deposits are paid over to Assignee or such bank, Assignee assumes no responsibility for all such security deposits and interest that may accrue thereon. Until such demand by Assignee, Assignor shall deposit all such amounts in an account, separated from its general funds, and if such deposits are required by law to be refunded to the respective tenants with interest thereon, such account shall be an interest bearing account.

7.5 ATTORNEY-IN-FACT. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact, irrevocable, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

7.6 ASSIGNMENT OF FUTURE LEASES. Until the Indebtedness Secured Hereby shall have been paid in full, Assignor shall on demand of Assignee deliver to Assignee executed copies of any and all other future Leases upon all or any part of the Premises and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and Rents thereunder to Assignee or that Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Assignee Assignor agrees to furnish Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Assignee may reasonably request.

7.7 NO MORTGAGEE IN POSSESSION. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a "Mortgagee in Possession".

7.8 ASSIGNEE CREDITOR OF TENANT. Assignor agrees that Assignee, and not Assignor, shall be and be deemed to be the creditor of such tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting any such tenant (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) with an option to Assignee to apply any money received by Assignee as such creditor in reduction of the Indebtedness Secured Hereby.

7.9 CONTINUING RIGHTS. The rights and powers of Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness Secured Hereby, including, without limitation, any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any period of redemption.

ARTICLE 8. MISCELLANEOUS

8.1 SUCCESSORS AND ASSIGNS. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and its successors and assigns, including, without limitation, each and every record owner, from time to time, of the Premises or any other person having an interest therein and shall inure to the benefit of Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

8.2 GOVERNING LAW. Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Maryland law to govern this instrument and it is controllingly agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Maryland without regard to the principles of conflicts of law.

8.3 SEVERABILITY. It is the intent of this Assignment to confer to Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

8.4 NOTICES. Any notices and other communications permitted or required by the provisions of this Assignment shall be in writing and shall be deemed to have been properly given or served by (i) personal delivery, (ii) depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or (iii) depositing the same with a reputable private courier or overnight delivery service, in each case addressed as hereinafter provided. Each such notice shall be effective (a) immediately upon personal delivery; (b) three (3) days after being deposited in the U.S. Mails as aforesaid, or (c) one (1) Business Day after being

deposited with such courier or overnight delivery service; provided, however, the time period within which a response to any such notice must be given shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Assignee shall be addressed as follows:

Colliers Funding LLC
Suite 4300
90 South Seventh Street
Minneapolis, MN 55402
Attn: Loan Servicing Department

With a copy to:

Fabyanske, Westra, Hart & Thomson, P.A.
Suite 2600
333 South Seventh Street
Minneapolis, MN 55402
Attn: Rory O. Duggan, Esq.

Each notice to Assignor shall be addressed as follows:

SKAOS MD LLC
Alpas Wellness La Plata LLC
3265 New Hill Way
Springtown, PA 18081
Attn: Sean Smith

With a copy to:

Jenkins Law Firm LLC
103 Centennial Street, Suite K
La Plata, Maryland 20646
Attn: Louis P. Jenkins, Jr., Esq.

8.5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Assignment are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

8.6 CONSENT TO JURISDICTION. Assignor submits and consents to personal jurisdiction of the court of the county in which the Premises are located and the courts of the United States of America sitting in such state or states for the enforcement of this instrument and waive any and all personal rights under the laws of any state or the United States of America to object to jurisdiction or venue in such courts. Litigation may be commenced in such counties or in the United States District Court located in that state or states, at the election of Assignee. Nothing contained herein shall prevent Assignee from bringing any action in any other state or jurisdiction against any other person or exercising any rights against any security given to Assignee or against Assignor or any Guarantor personally, or against any property of Assignor, within any other state or jurisdiction. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by Assignor to personal jurisdiction in any of such courts. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Assignment, Assignee, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described or any other jurisdiction, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

8.7 WAIVER OF JURY TRIAL. ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ASSIGNOR IS INVOLVED AND WHICH DIRECTLY OR INDIRECTLY IN ANY WAY ARISES OUT OF, IS RELATED TO, OR IS CONNECTED WITH THIS ASSIGNMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS ASSIGNMENT.

8.8 Joint and Several Liability. Section 12.21 of the Loan Agreement (the joint and several liability provision) is by this reference incorporated herein in its entirety.

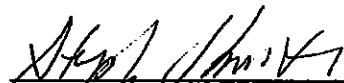
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

WITNESS/ATTEST:

ALPAS WELLNESS LA PLATA LLC,
a Delaware limited liability company



By: 
Stephen S. Smith
Its Managing Member

State of Pennsylvania)
) ss:
COUNTY OF *Montgomery*)

I HEREBY CERTIFY THAT on this 1 day of February, 2022, before the undersigned, a Notary Public of the *State and County aforesaid* personally appeared Stephen S. Smith, who acknowledged himself to be the Managing Member of Alpas Wellness La Plata LLC, a Delaware limited liability company, and that he, as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)


Notary Public

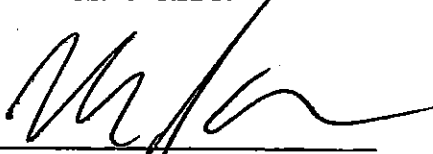
My Commission Expires: 3-27-2024

Commonwealth of Pennsylvania - Notary Seal
Jonathan M. Love, Notary Public
Bucks County
My commission expires March 24, 2024
Commission number 1205745
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

WITNESS/ATTEST:

SKAOS MD LLC,
a Delaware limited liability company



By: 
_____ Stephen S. Smith
Its Managing Member

State of Pennsylvania)
) ss:
COUNTY OF Montgomery)

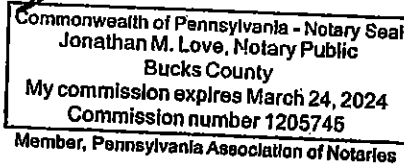
I HEREBY CERTIFY THAT on this 7 day of February, 2022, before the undersigned, a Notary Public of the *State and County aforesaid* personally appeared Stephen S. Smith, who acknowledged himself to be the Managing Member of SKAOS MD LLC, a Delaware limited liability company, and that he, as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: 3-29-2024



THIS DOCUMENT WAS DRAFTED BY:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street
Suite 2600
Minneapolis, MN 55402

Exhibit A

Legal Description

1014 Washington Avenue
Tax Map 33, Grid 10, Parcel 494
Tax Map 33, Grid 8, Parcel 521
1st Election District
Town of La Plata
Charles County, Maryland

RECORD LEGAL DESCRIPTION (Per Title Commitment File No. 21-61)

All those lots, pieces, parcels or subdivision of lands lying and being in the First Election District of Charles County, Maryland, and more particularly described as follows:

Residue containing 3.76 acres, more or less, as shown on Plat entitled "WELL LOT, TOWN OF LA PLATA", duly recorded among the Plat Records of Charles County, Maryland, in Plat Liber 50, folio 30; and as shown on plat entitled "OFFSITE EASEMENTS AND RESIDUE, WASHINGTON SQUARE PHASE I", duly recorded as aforesaid in Liber 51, folio 10. Being Tax ID Number 01-014234.

AND

120' ROW containing 1.0163 acres, more or less, as shown on Plat entitled "WELL LOT, TOWN OF LA PLATA", duly recorded among the Plat Records of Charles County, Maryland, in Plat Liber 50, folio 30; and as shown on plat entitled "OFFSITE EASEMENTS AND RESIDUE, WASHINGTON SQUARE PHASE I" duly recorded as aforesaid in Liber 51, folio 10. Being Tax ID Number 01-064568.

NEW LEGAL DESCRIPTION(S)

BEING two (2) parcels of land, lying and being in the First Election District of Charles County, Maryland, said parcels being all of the conveyance from Brel, LLC, a Maryland limited liability company, to Family of Care Real Estate Holding Company, Inc., a Maryland corporation, by deed dated November 25, 2014 and recorded among the Land Records of Charles County, Maryland in Liber SLH 8760, Folio 119 and being furthermore described by metes and bounds referenced to the Maryland State Plane Coordinate System NAD 83/2011 as now surveyed and described;

PARCEL ONE - ALSO KNOWN AS RESIDUE 3.76 AC. (50:30):

BEGINNING for the same at an iron rod set on the East side of Washington Avenue, a 60-foot public right of way, said point marking the South West corner of the property now being described and a point lying on the line of the conveyance from U.S. Bank National Association to Maryana Investments, LLC by deed dated February 3, 2011 and recorded among the Land

Records of Charles County, Maryland in SLH 7419, Folio 344, thence leaving said Maryana property (7419/344) and running with said road the following two (2) courses

1. North 12°18'28" East, 65.23 feet to an iron rod set at a point of tangential curvature, thence
2. 362.09 feet along the arc of curve deflecting to the left, having a radius of 2,522.29 feet and a chord bearing and distance of North 08°11'27" East, 361.78 feet to an iron rod set at a point of non-tangency, said point also lying on Parcel Two, a/k/a 120' R/W (8760/119), thence leaving Washington Avenue and running with said 120' R/W the following two (2) courses
3. North 48°12'01" East, 40.23 feet to an iron rod set, thence
4. South 87°48'38" East, 231.43 feet to an iron rod found, said point marking the North East corner of the property now being described and the North West corner of the conveyance from Brel, LLC a Maryland limited liability company, to the Town of La Plata, a municipal corporation of the State of Maryland, by deed dated January 6, 2015 and recorded among the aforesaid Land Records in Liber SLH 8829, Folio 95, thence leaving said 120' R/W and running with said Town of La Plata property the following two (2) courses
5. South 03°08'06" East, 100.00 feet to an iron rod found, thence
6. South 87°48'38" East, 100.00 feet to an iron rod found, said point lying on the line of the conveyance from Consolidated Rail Corporation, a Pennsylvania corporation, to New York Central Lines, LLC, a Delaware limited liability company, by deed dated June 1, 1999 and recorded among the aforesaid Land Records in Liber DGB 2885, Folio 456, thence leaving said Town of La Plata property and running with said New York Central Lines property
7. South 03°08'06" East, 312.32 feet to an iron rod found, said point marking the South East corner of the property now being described and the North East corner of the conveyance from Ronald E. Washington and Mary L. Byers to Casey J. Clair, by deed dated November 15, 2021 and recorded among the aforesaid Land Records in Liber SLH 12262, Folio 70, also shown on Plat Book 51, Plat 140 and known as Lot 4, thence leaving New York Central Lines property and running with the aforesaid Lot 4, and Lot 3 of Plat Book 51, Plat 140, said Lot 3 being the conveyance from Homecroft Development Corporation, a Delaware corporation, to Patrick J. Heneghan and Martha A. Heneghan by deed dated June 28, 2002 and recorded among the aforesaid Land Records in Liber RAD III 3634, Folio 384 and also running with the Maryana property (7419/344)
8. South 86°54'30" West, 449.83 feet to an iron rod set, passing over an iron rod found at 183.41 feet and an iron rod found at 204.49 feet, to the point of beginning, containing 160,708 square feet or 3.69 acres of land.

PARCEL TWO – ALSO KNOW AS 120’ R/W (50:30):

BEGINNING for the same at an iron rod set on the East side of Washington Avenue, a 60-foot public right of way, said point marking the North West corner of the property now being described and lying on the dedication line as shown on Plat Book 51, Plat 10, thence leaving Washington Avenue and running with said dedication line

1. South 89°49'56" East, 5.00 feet to an iron rod set, passing over at 4.19 feet, the South West corner of the conveyance from Darjon, LLC, a Maryland limited liability company to YBN Enterprises, LLC, a Maryland limited liability company, by deed dated September 12, 2005 and recorded among the aforesaid Land Records in Liber RAD III 5446, Folio 739, also shown on Plat Book 52, Plat 200 as Parcel A, thence leaving said dedication and running with said YBN Enterprises property (5446/739) the following two (2) courses
2. South 43°49'17" East, 41.67 feet to an iron rod found, thence
3. South 87°48'38" East, 320.25 feet to an iron rod found, marking the North East corner of the property now being described, said point also lying on the line of conveyance from Consolidated Rail Corporation, a Pennsylvania corporation, to New York Central Lines, LLC, a Delaware limited liability company, by deed dated June 1, 1999 and recorded among the aforesaid Land Records in Liber DGB 2885, Folio 456, thence leaving said YBN Enterprises property and running with said New York Center Lines property
4. South 03°08'06" East, 120.52 feet to an iron rod found, marking the South East corner of the property now being described and the North East corner of the conveyance from Brel, LLC, a Maryland limited liability company, to the Town of La Plata, a municipal corporation of the State of Maryland, by deed dated January 6, 2015 and recorded among the aforesaid Land Records in Liber SLH 8829, Folio 95, thence leaving said Consolidated Rail Corporation property and running with said Town of La Plata property and the line of conveyance from Brel, LLC, a Maryland limited liability company, to Family of Care Real Estate Holding Company, Inc., a Maryland corporation, by deed dated November 25, 2014 and recorded among the Land Records of Charles County, Maryland in Liber SLH 8760, Folio 119 the following two (2) courses
5. North 87°48'38" West, 331.43 feet to an iron rod set, passing over the 100 feet an iron rod found, marking the North West corner of the Town of La Plata property, thence
6. South 18°12'01" West, 41.67 feet to an iron rod set, passing over at 40.23 feet an iron rod set, marking the corner of the Family of Care Real Estate Holding Company, Inc. property, thence leaving said Family Care Real Estate Holding Company property and running with the dedication line as shown on Plat Book 51, Plat 10
7. North 85°47'20" West, 5.00 feet to a drill hole, marking the South West corner of the property now being described any lying on the East side of Washington Avenue, a 60-

foot public right of way, thence leaving said dedication and running with said Washington Avenue

8. 177.57 feet along the arc of a non-tangential curve, deflecting to the left, having a radius of 2516.29 feet and a chord bearing and distance of North 02°11'18" East, 177.53 feet to the point of beginning, containing 44,269 square feet or 1.0163 acres of land.



Unintentional Drug- and Alcohol-Related Intoxication Deaths in Maryland, 2020

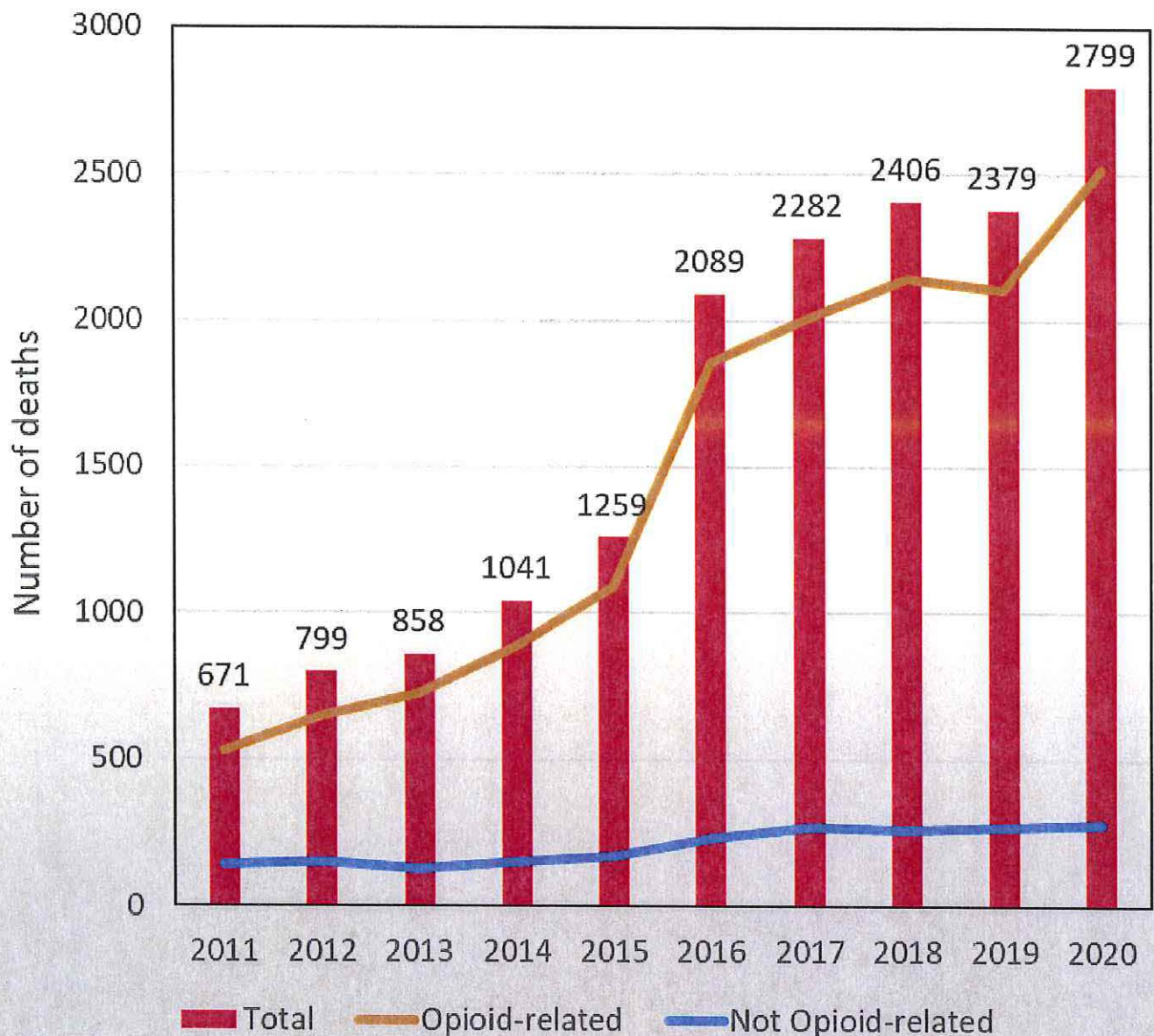


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METHODS

Introduction

The purpose of this report is to describe trends in the number of unintentional drug- and alcohol-related intoxication deaths occurring in Maryland during the period 2011-2020. Trends are examined by age at time of death, race/ethnicity, gender, place of death, and substances related to death.

This report was prepared using drug and alcohol intoxication data housed in a registry developed and maintained by the Vital Statistics Administration (VSA) of the Maryland Department of Health (MDH). The methodology for reporting on drug-related intoxication deaths in Maryland was developed by VSA with assistance from the MDH Behavioral Health Administration, the Office of the Chief Medical Examiner (OCME) and the Maryland Poison Control Center. Assistance was also provided by authors of a Baltimore City Health Department report on intoxication deaths.¹

Sources of data

The data included in this report were obtained mainly from the OCME. Maryland law requires the OCME to investigate all drug deaths occurring in the State, as well as non-natural and unattended deaths. In these instances, information compiled during an investigation is used to determine the cause or causes of death. Depending on the circumstances, an investigation may involve a combination of scene examination, review of witness reports, review of medical and police reports, autopsy, and toxicological analysis of autopsy specimens. Toxicological analysis is routinely performed when there is suspicion that a death was the result of drug or alcohol intoxication.

A small number of death records involving intoxication deaths were filed by sources other than OCME and were identified through death records maintained by VSA. This included records filed by medical facilities rather than OCME, and records filed by federal investigators following deaths involving U.S. military personnel. Information available on these cases was included in the registry.

Information on place of death and race/ethnicity was missing for a small number of records provided by OCME and was obtained through death certificate data. Death certificate data were also used to update demographic information on records that were amended after the records were filed with the Division of Vital Records.

¹ Office of Epidemiology and Planning, Baltimore City Health Department. Intoxication Deaths Associated with Drugs of Abuse or Alcohol. Baltimore City, Maryland: Baltimore City Health Department. January 2007.

Identification of drug-related intoxication deaths

For the purpose of this report, an intoxication death was defined as a death that was the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, fentanyl, cocaine, prescription opioids, benzodiazepines, phencyclidine (PCP), methamphetamines, and other prescribed and unprescribed drugs. OCME provided all records to VSA for which the text of the cause of death included one or more of the following terms: poisoning, intoxication, toxicity, inhalation, ingestion, overdose, exposure, chemical, effects, or use. Any records provided by OCME that were not unintentional drug-related intoxication deaths, such as deaths due to smoke inhalation, carbon monoxide intoxication, cold exposure, and chronic use of alcohol or other drugs, were excluded in the registry. Also excluded from the registry were deaths for which the manner of death was determined to be natural, suicide, or homicide.

Analyses

Trends in the number of unintentional drug- and alcohol-related intoxication deaths occurring in Maryland during the years 2011-2020 were analyzed by age group, race/ethnicity, gender, place of occurrence of death, and substances related to the death. Changes over time were examined for deaths related to the following substances:

1. Opioids
 - a. Heroin
 - b. Prescription opioids
 - c. Fentanyl (prescribed and illicit)
2. Cocaine
3. Benzodiazepines and related drugs
4. Phencyclidine
5. Methamphetamine
6. Alcohol

The number of deaths by place of occurrence was computed by jurisdiction and by region, categorized as follows:

Northwest Area	Baltimore Metro Area	National Capital Area	Southern Area	Eastern Shore Area
Garrett Co. Allegany Co. Washington Co. Frederick Co.	Baltimore City Baltimore Co. Anne Arundel Co. Carroll Co. Howard Co. Harford Co.	Montgomery Co. Prince George's Co.	Calvert Co. Charles Co. St. Mary's Co.	Cecil Co. Kent Co. Queen Anne's Co. Caroline Co. Talbot Co. Dorchester Co. Wicomico Co. Somerset Co. Worcester Co.

Trends in deaths for the period 2011-2020 are shown in Figures 1 through 42. Data on intoxication deaths related to a combination of substances are shown in Figures 43 through 49. Counts of the number of total deaths and deaths related to classes of substances or specific substances by place of occurrence are shown in Tables 1 through 12.

Age-adjusted death rates

Age-adjusted death rates by place of residence are shown in Figure 50. Age-adjusted death rates were calculated in order to allow for the comparison of drug death rates among Maryland jurisdictions. Unlike all other data included in this report, these rates are based on place of residence of the decedent rather than place where the drug-related incident occurred. Since out-of-state data are generally not available until approximately six months after the close of a calendar year, only data through 2019 were available at the time this report was prepared. Therefore, age-adjusted rates cover the period 2017 through 2019. Since the number of drug deaths is relatively small in many Maryland jurisdictions, it was necessary to calculate rates for a three year period in order to obtain counts that were large enough to be used to calculate stable rates.

Drug death information received from other states is far less detailed than the data available from OCME and often does not include information on the substances involved in a death. For that reason, rates could only be calculated for total deaths and not deaths related to individual substances.

****Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths in this report.****

Opioid-related deaths

Opioids include heroin and prescription opioid drugs such as oxycodone, hydrocodone, hydromorphone, methadone, tramadol and codeine, and prescribed and illicit fentanyl. In this report, an opioid was considered to be associated with a death if a specific opioid drug was indicated in the cause of death. If the cause of death did not identify a specific drug (e.g., the cause of death indicated "Narcotic Intoxication"), OCME toxicology results were reviewed to determine whether the presence of any opioid drug was detected. If so, the cause of death was considered to be opioid-related, regardless of the level of the drug. Scene investigation notes were also reviewed in an attempt to better categorize death records with non-specific causes of death.

Since heroin is rapidly metabolized into morphine, the records of many deaths that are likely to be heroin-related do not list "heroin" as a cause of death, and therefore cannot be identified using only information listed in the cause of death. Therefore, a combination of information contained in the cause of death field, toxicology results, and scene investigation

notes is used to identify heroin-related deaths. In this report, a death was considered to be heroin-related if:

1. "Heroin" was mentioned in the cause of death; or
2. The toxicology screen showed a positive result for 6-monacetylmorphine; or
3. The toxicology screen showed positive results for both morphine and quinine; or
4. The cause of death was nonspecific and the scene investigation notes indicated that heroin was likely to have been involved in the death; or
5. The death was associated with morphine through either cause of death information or toxicology results, unless information contained in the investigation notes did not support this assumption.

A record was not coded as heroin-related, despite the presence of morphine, if OCME determined that another substance caused the death.

Prescription opioid-related deaths were defined as deaths that involve one or more prescription opioids, as identified through cause of death information when a specific drug was indicated and through toxicology results when the cause of death was nonspecific. Prescription opioids include buprenorphine, codeine, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, pentazocine, propoxyphene, tramadol and prescribed fentanyl. Prescribed fentanyl is an opioid analgesic approved for patient use to manage severe or chronic pain. There are also forms of fentanyl that are produced illicitly in clandestine laboratories and mixed with (or substituted for) heroin or other illicit drugs. Although in some cases it was difficult to determine whether a prescribed or illicit form of fentanyl was related to a death, the count of prescription opioid-related drugs in this report includes only fentanyl deaths in which a prescription form of the drug was clearly involved.

Fentanyl-related deaths began increasing in late 2013 as a result of overdoses involving nonpharmaceutical fentanyl, that is, nonprescription fentanyl produced in clandestine laboratories and mixed with, or substituted for, heroin or other illicit substances. Nearly all fentanyl-related deaths occurring in recent years have involved the use of nonpharmaceutical fentanyl. Fentanyl is many times more potent than heroin, and greatly increases the risk of an overdose death. Carfentanil, an extremely potent analog of fentanyl, was first detected in Maryland drug intoxication death cases in 2017, and is reported separately in Figures 21 and 22.

Cocaine-related deaths

Cocaine is a highly addictive stimulant drug derived from coca leaves. It is frequently mixed with other non-psychoactive substances, such as cornstarch or talcum powder, to dilute its potency, however in the last few years, it has been mixed with fentanyl.

Benzodiazepine-related deaths

Benzodiazepines are a class of depressants that include drugs such as alprazolam, clonazepam, diazepam, and multiple related drugs. The category of benzodiazepine-related drugs in this report includes both benzodiazepines and related drugs, such as zolpidem, which have similar sedative effects.

Phencyclidine-related deaths

Phencyclidine, or phenylcyclohexyl piperidine (PCP), is an illicit hallucinogenic drug that can induce acute psychosis and aggressive behaviors. In the last few years it has been mixed with fentanyl.

Methamphetamine-related deaths

Methamphetamine is another highly addictive stimulant drug. Illicit forms of methamphetamine have also been found to be mixed with fentanyl or other opioids.

SUMMARY OF TRENDS IN DRUG INTOXICATION DEATHS — 2011 TO 2020

Total drug and alcohol intoxication deaths

- The number of drug- and alcohol-related intoxication deaths occurring in Maryland increased in 2020, after a slight decrease seen in 2019. The total number of deaths in 2020 was 2,799, which represented an 18% increase from the number of deaths (2,379) in 2019.
- Between the years 2011 through 2016, intoxication deaths increased among all age groups, and were highest among those aged 45-54 years old. The number of deaths among those aged <25 years and those 25-34 started to decline through 2019. In 2020, the older age groups saw the steepest increases in deaths, with those aged 55 years and older having the highest number of deaths each year since 2018. Between 2019 and 2020, deaths increased among those aged 45-54 years by 23% and increased by 20% among those aged 55 years and over.
- The number of deaths among non-Hispanic Whites decreased in 2019 but increased in 2020 by 16%. Deaths have increased steadily among non-Hispanic Blacks since 2012, and increased 16% between 2019 and 2020. Among Hispanics, deaths increased from 75 in 2019 to 126 in 2020.
- Deaths increased by 17% among men between 2019 and 2020, after slight decrease between 2018 and 2019. Deaths among women increased 19% between 2019 and 2020 after a three-year plateau. Intoxication deaths were 2.6 times higher among men than women in 2020.
- Two counties had no change in the number of deaths occurring between 2019 and 2020: St. Mary's and Frederick. Although there were decreases in the number of deaths occurring in five jurisdictions of the state between 2019 and 2020: Calvert, Carroll, Garrett, Harford, and Kent, the remainder saw increases: Allegany, Anne Arundel, Baltimore City, Baltimore County, Caroline, Cecil, Charles, Dorchester, Howard, Montgomery, Prince George's, Queen Anne's, Somerset, Talbot, Washington, Wicomico, and Worcester.

Opioid-related deaths

- Ninety percent of all intoxication deaths that occurred in Maryland in 2020 were **opioid**-related. **Opioid**-related deaths include deaths related to **heroin**, **prescription opioids**, and nonpharmaceutical **fentanyl**.
- The number of **opioid**-related deaths increased by 20% between 2019 and 2020, following a 2% decrease the previous year. Non opioid-related drug deaths increased slightly in 2020.
- **Fentanyl**-related deaths continued to drive opioid-related deaths. Between 2019 and 2020 the number of **fentanyl**-related deaths increased by 22% (from 1927 to 2342). The number of **heroin**-related deaths declined for the fourth straight year, decreasing by 55% between 2016 and 2020 to 548 deaths. The number of **prescription opioid**-related deaths increased by 23% between 2019 and 2020, following a three-year decrease.

Fentanyl

- **Fentanyl**-related deaths have increased rapidly since 2013, with a 229% increase between 2015 and 2016. Deaths related to **fentanyl** increased sharply again in 2020, rising 22% to a 10 year high of 2,342 deaths.
- In 2020, **Fentanyl**-related deaths rose among all age groups, with the highest increases among those 25-34 years (25%) and among those 55 and older (28%).
- **Fentanyl**-related deaths increased among non-Hispanic Whites (19%) and non-Hispanic Blacks (20%) between 2019 and 2020. The number of deaths among Hispanics nearly doubled, increasing 96% from 2019.
- **Fentanyl**-related deaths increased by 20% among men and by 26% among women in 2020.
- In 2020, **fentanyl** deaths increased in 18 jurisdictions, declined in 4 jurisdictions, and remained the same in 2 jurisdictions.
- Thirty-six percent of **fentanyl**-related deaths in 2020 occurred in combination with cocaine, 22% in combination with **heroin**, 18% in combination with **alcohol**, and 13% in combination with **prescription opioids**.
- Deaths related to **carfentanil** (a **fentanyl** analog) were first identified in 2017 (testing began in 2016). There were 60 **carfentanil**-related deaths in 2017, however this number dropped to 2 deaths in 2018 and 2019. There were no carfentanil deaths in 2020.

Heroin

- **Heroin**-related deaths continued to decrease in 2020, declining by 25% since 2019.
- There was a decrease in **Heroin**-related deaths in 2020 among all age groups.
- Deaths among both sexes continued to decline for the fourth consecutive year, falling 24% among men and 26% among women.
- **Heroin**-related deaths declined among non-Hispanic Whites (27%), non-Hispanic Blacks (21%) and Hispanics (20%) in 2020.
- In 2019, **heroin** deaths declined in 16 jurisdictions, remained the same in 3 jurisdictions, and increased in 5 jurisdictions.
- Ninety-four percent of **heroin**-related deaths in 2020 occurred in combination with **fentanyl**, 38% in combination with **cocaine**, 19% in combination with **prescription opioids**, and 12% in combination with **alcohol**.

Prescription Opioids

- The number of **prescription opioid**-related deaths had been rising since 2013, but started to decline 2017. After a three-year decrease, deaths increased sharply in 2020 rising by 23% compared with 2019.
- In 2020, the number of **prescription opioid**-related deaths rose in all age groups.
- **Prescription opioid**-related deaths increased among non-Hispanic Whites (18%), non-Hispanic Blacks (31%) from 2019 to 2020. The number of deaths nearly tripled for Hispanics.
- Deaths related to **prescription opioids** increased by 20% among men and by 28% among women in 2020.

Cocaine-related deaths

- The number of **cocaine**-related deaths increased 6% in 2020 following a 2% decline in 2019.
- **Cocaine**-related deaths increased in 2020 among those 25-34 years (12%), those 45-54 (3%), and those 55 years and older (18%), but decreased among those under 25 (9%) and those 35-44 years (6%).
- **Cocaine**-related deaths increased by 6% among non-Hispanic Whites and 4% among non-Hispanic Blacks in 2020. There was a 59% increase among Hispanics.
- **Cocaine**-related deaths among women increased by 20% in 2020, while the number of deaths among men was similar to 2019.
- The overall increase in **cocaine**-related deaths is largely the result of deaths occurring in combination with opioids. Ninety-one percent of **cocaine**-related deaths in 2020 occurred in combination with **fentanyl**, and 23% in combination with **heroin**.

Benzodiazepine-related deaths

- The number of **benzodiazepine**-related deaths increased by 7% between 2019 and 2020, reversing a two-year decline.
- **Benzodiazepine**-related deaths rose in 2020 among those aged under 25 years (60%), those 35-44 years (27%), and those 45-54 years (47%). Deaths decreased among those aged 25-34 years (23%) and those 55 years and over (26%).
- Deaths increased among non-Hispanic Whites by 11% in 2020, but remained stable among non-Hispanic Blacks and Hispanics.
- A thirteen percent increase was seen among men, while deaths remained stable among women in 2020.
- Ninety-two percent of **benzodiazepine**-related deaths in 2020 were in combination with **opioids**. Seventy-one percent of all **benzodiazepine**-related deaths occurred in combination with **fentanyl**, 38% in combination with **prescription opioids**, and 24% in combination with **heroin**.

Phencyclidine-related deaths (PCP)

- The number of **phencyclidine**-related deaths has been rising since 2018. These deaths increased by 29% between 2019 and 2020.
- **Phencyclidine**-related deaths increased among all age groups between 2019 and 2020 except those under 25 years, who had no deaths in 2020.
- Deaths increased among non-Hispanic Blacks (55%) and decreased 20% in non-Hispanic Whites between 2019 and 2020. After three years of no deaths among Hispanics, there were four deaths in 2020.
- Deaths increased by 30% among men in 2020, and increased by 29% among women.
- Seventy-six percent of **phencyclidine**-related deaths in 2020 were in combination with **opioids**.
- The number of **phencyclidine**-related deaths occurring in Prince George's County was three times higher than the next highest jurisdiction.

Methamphetamine-related deaths

- The number of **methamphetamine**-related deaths has been rising since 2015. These deaths increased by 85% between 2019 and 2020.
- **Methamphetamine**-related deaths increased among all age groups.
- Deaths increased among non-Hispanic Whites (75%) and non-Hispanic Blacks (138%). There was one death among Hispanics, the first death since 2015.
- Deaths increased among both sexes, 90% among males and 70% among females.
- Eighty-three percent of **methamphetamine**-related deaths in 2020 were in combination with **opioids**. Eighty percent of all **methamphetamine**-related deaths occurred in combination with **fentanyl**, 16% in combination with **heroin**, and 11% in combination with **prescription opioids**. Twenty-four percent of **methamphetamine**-related deaths occurred in combination with **cocaine**.
- The number of **methamphetamine**-related deaths occurring in Cecil County was twice as high as the next highest jurisdiction.

Alcohol-related deaths

- The number of **alcohol**-related deaths had declined steadily since 2017. However, deaths sharply increased by 34% between 2019 and 2020.
- **Alcohol**-related deaths in 2020 rose in every age group.
- Deaths increased in 2020 by 41% among non-Hispanic Whites, by 19% among non-Hispanic Blacks, and by 57% among Hispanics.
- Deaths increased in 2020 among both men and women, 34% among males and 33% among females.
- Eighty-one percent of acute **alcohol**-related deaths in 2020 occurred in combination with opioids. Seventy-five percent occurred in combination with **fentanyl**, 27% occurred in combination with **cocaine**, and 11% occurred in combination with **heroin**.

Age-adjusted death rates

- Age-adjusted death rates for the period 2017-2019 ranged from lows of 9.7 and 11.7 per 100,000 population in Montgomery and Prince George's Counties, respectively, to a high of 95.5 per 100,000 population in Baltimore City. The Maryland state age-adjusted mortality rate for deaths related to unintentional drug and alcohol-related intoxication was 33.5 deaths per 100,000 population over the three-year period.

TOTAL INTOXICATION DEATHS

Figure 1. Total Number of Drug- and Alcohol-Related Intoxication Deaths Occurring in Maryland, 2011-2020.

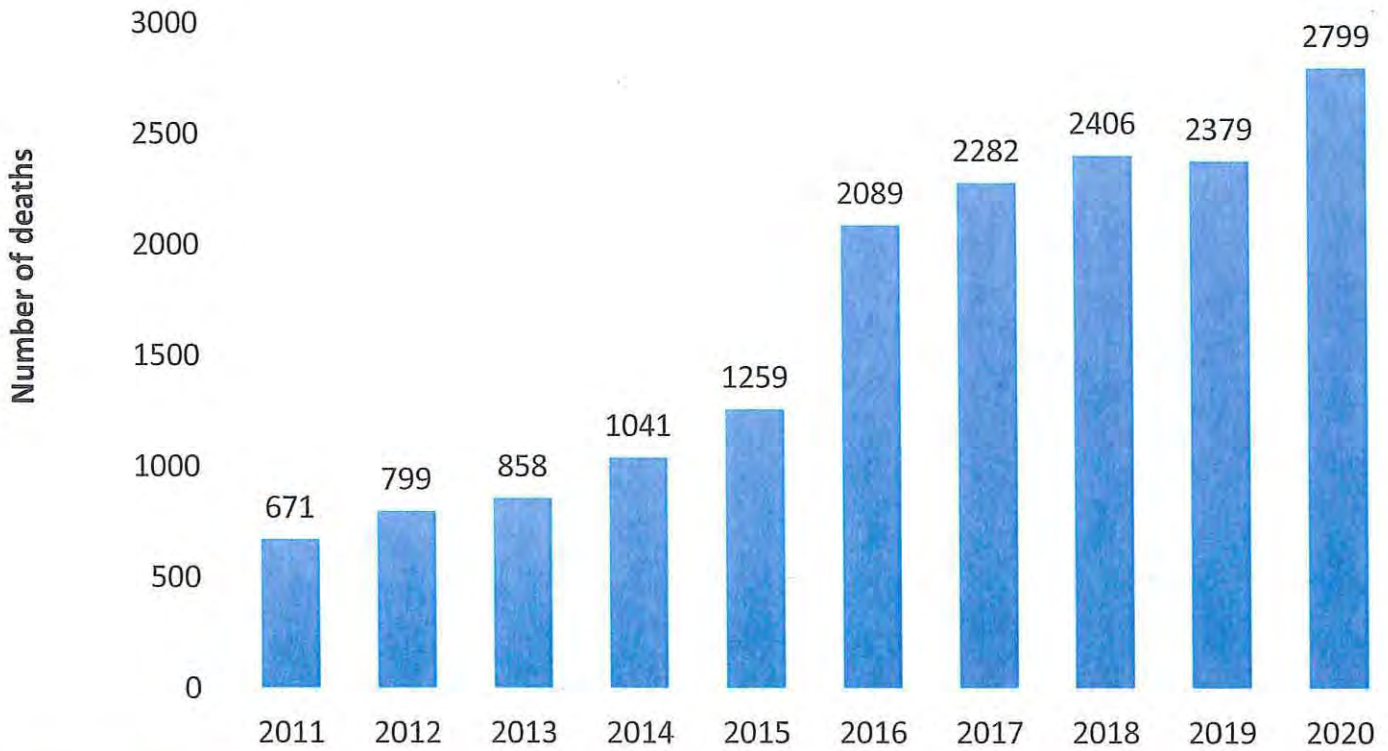


Figure 2. Total Number of Intoxication Deaths Occurring in Maryland by Place of Occurrence, 2020.

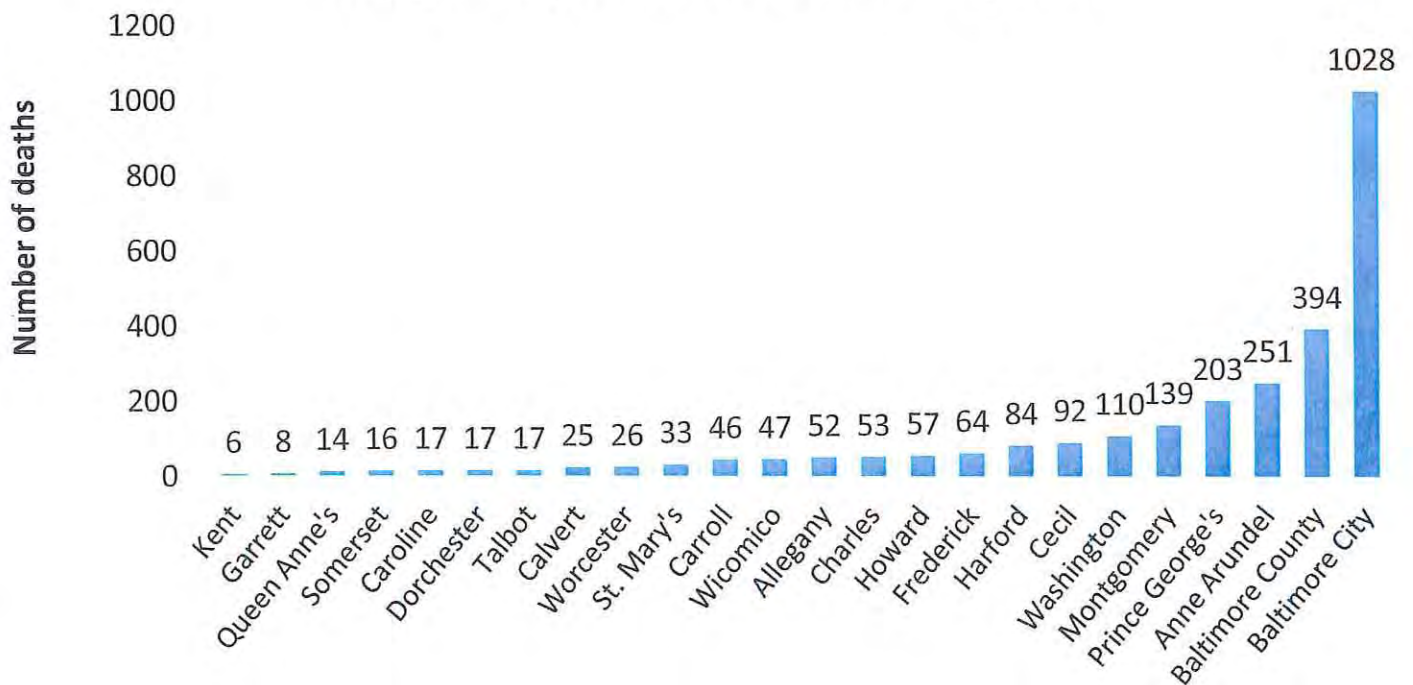


Figure 3. Total Number of Drug- and Alcohol-Related Intoxication Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

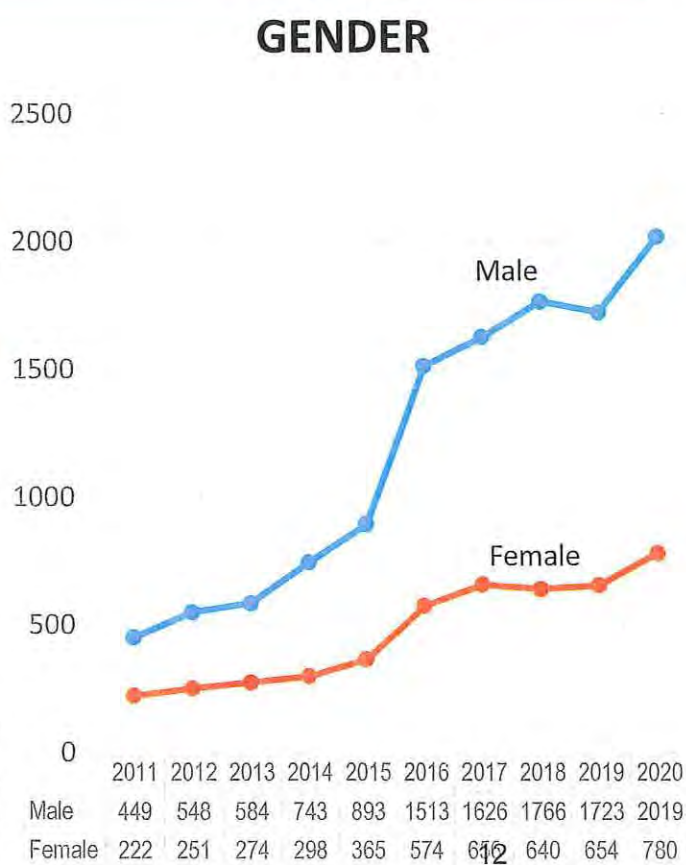
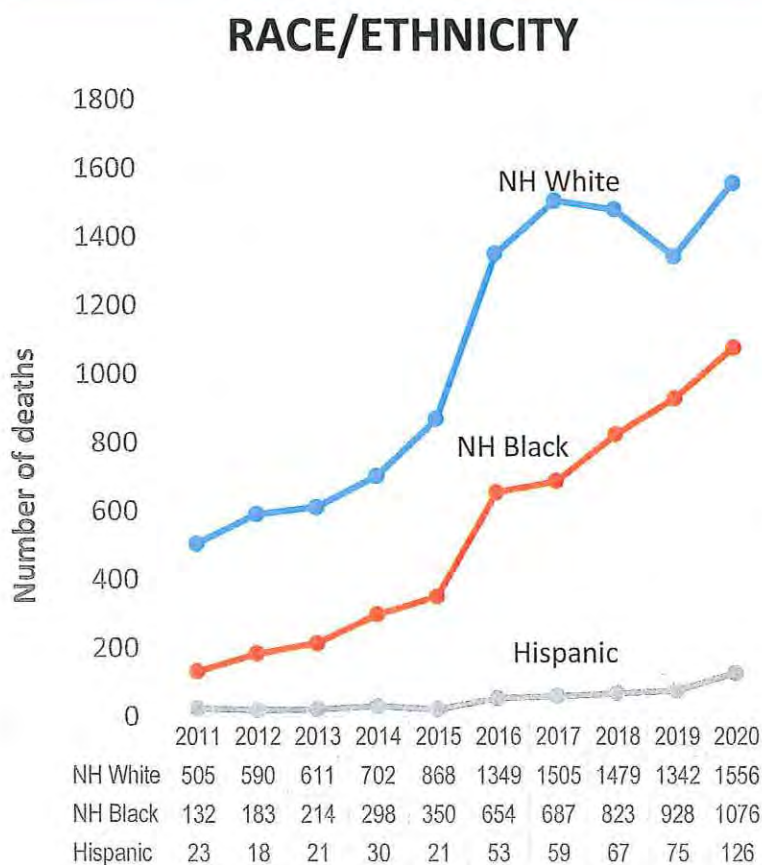
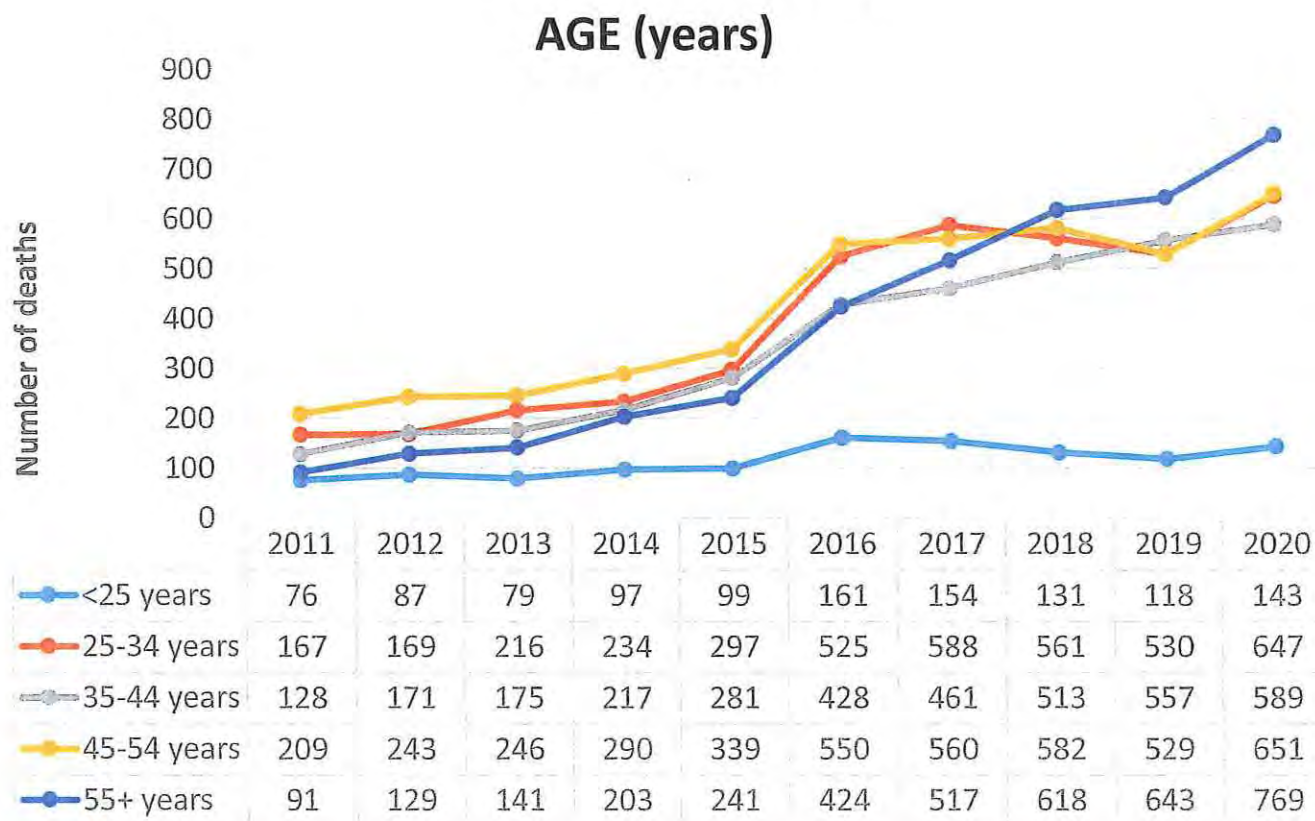
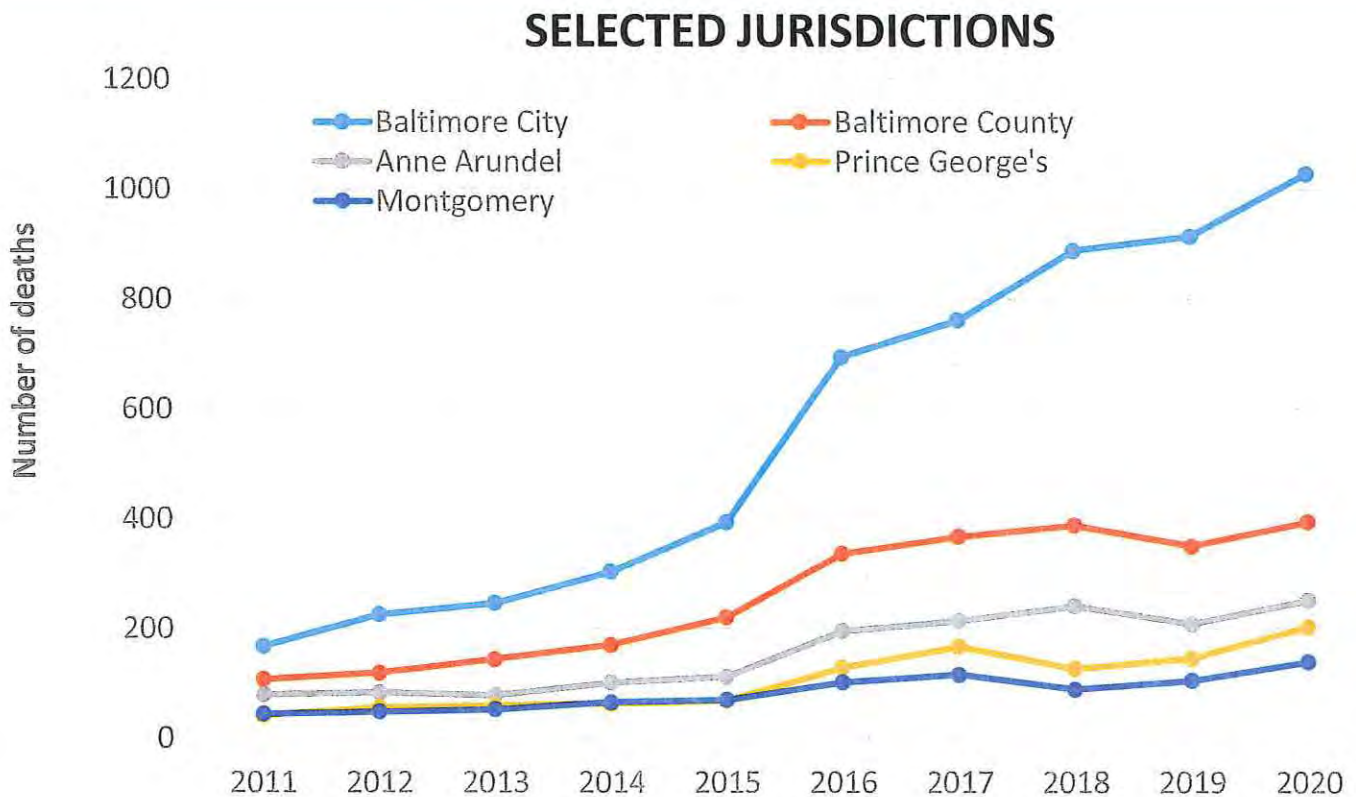
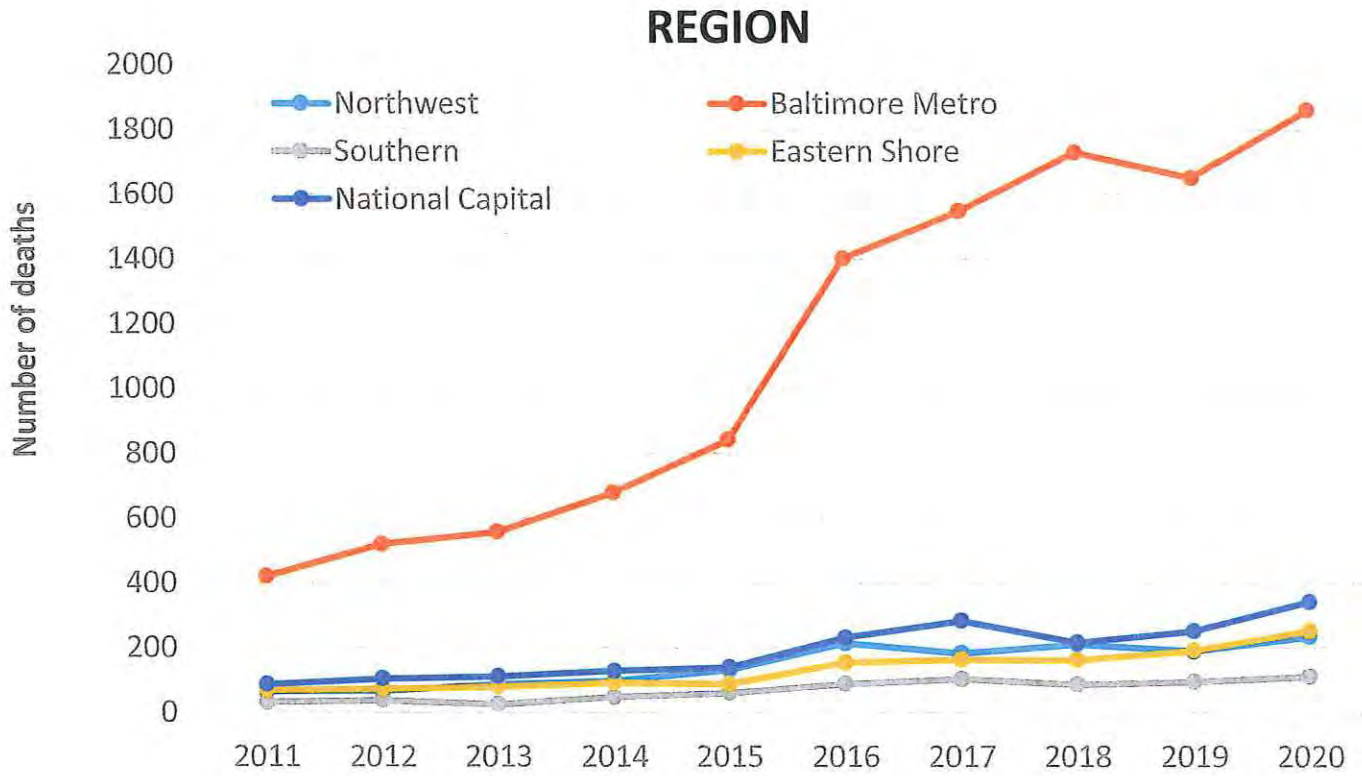
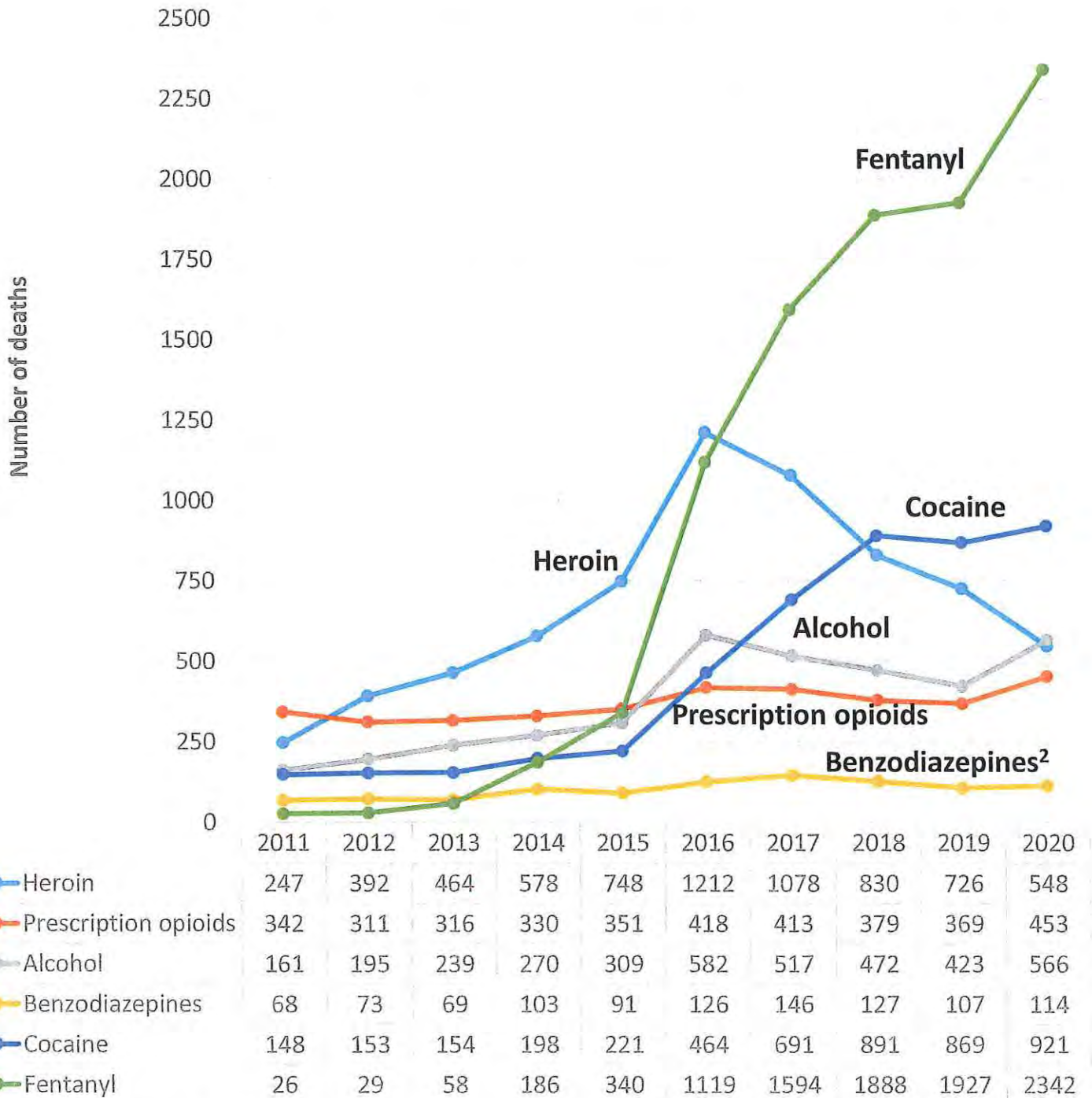


Figure 4. Total Number of Drug- and Alcohol-Related Intoxication Deaths by Place of Occurrence, Maryland, 2011-2020.



**DRUG- AND ALCOHOL-RELATED INTOXICATION
DEATHS BY SUBSTANCE**

Figure 5. Total Number of Drug- and Alcohol-Related Intoxication Deaths by Selected Substances¹, Maryland, 2011-2020.

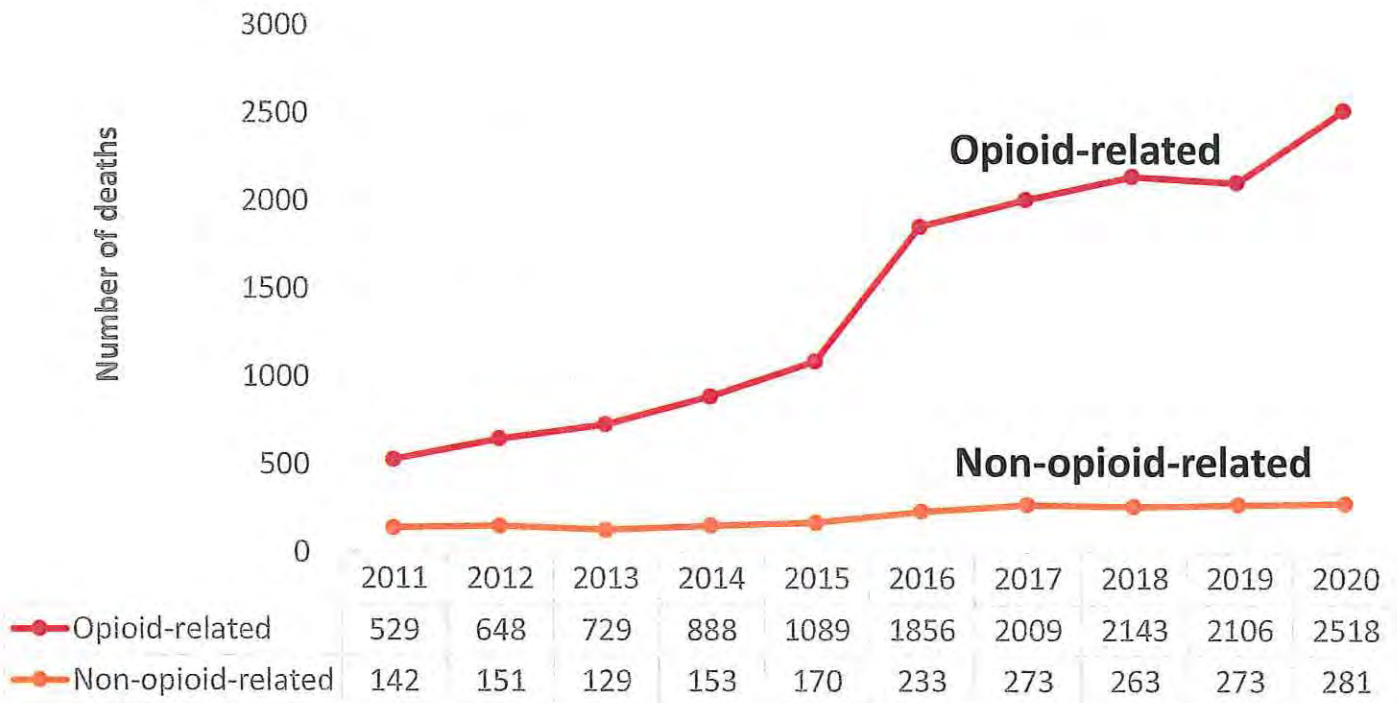


¹Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths.

²Includes deaths caused by benzodiazepines and related drugs with similar sedative effects.

OPIOID-RELATED DEATHS

Figure 6. Total Number of Opioid* and Non-Opioid- Related Deaths Occurring in Maryland, 2011-2020.



*Total opioids include heroin, prescription opioids, and illicit forms of fentanyl.

Figure 7. Number of Opioid-Related Deaths Occurring in Maryland by Substance, 2011-2020.

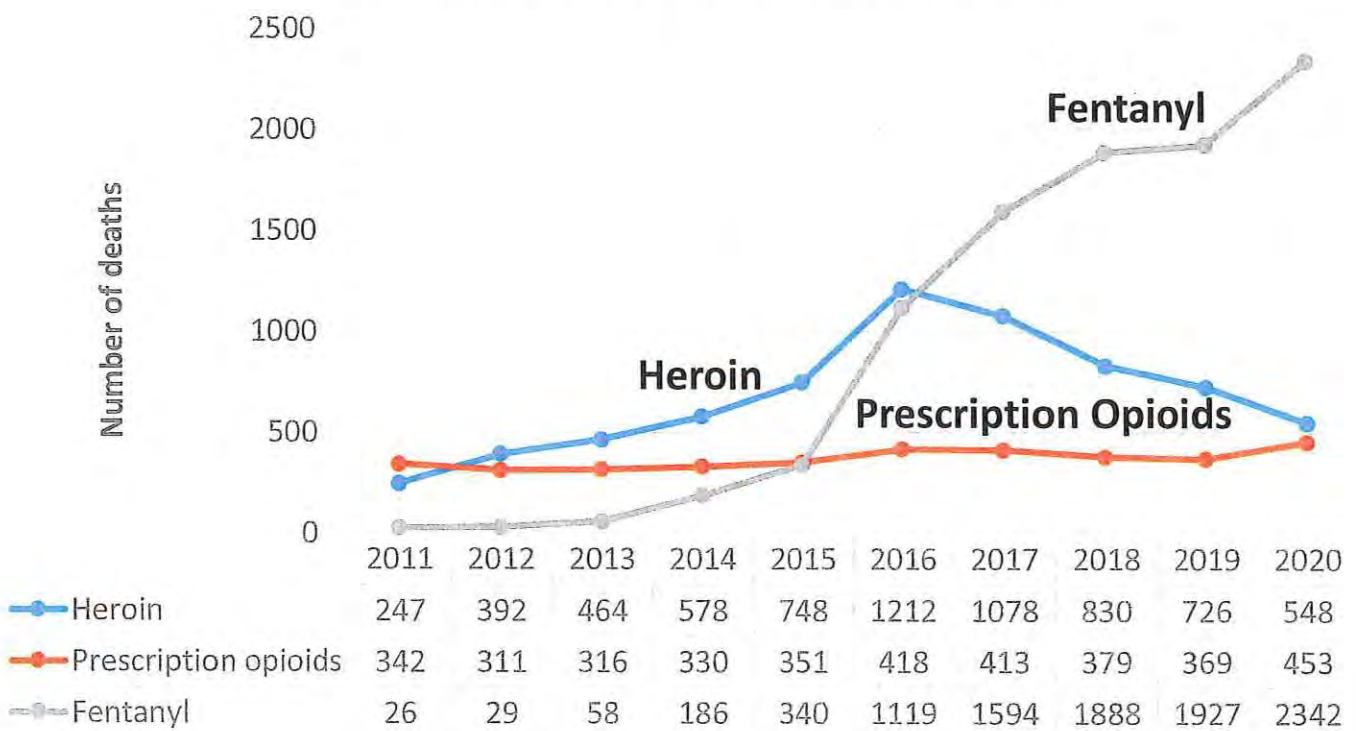


Figure 8. Number of Fentanyl-Related Deaths Occurring in Maryland, 2011-2020.

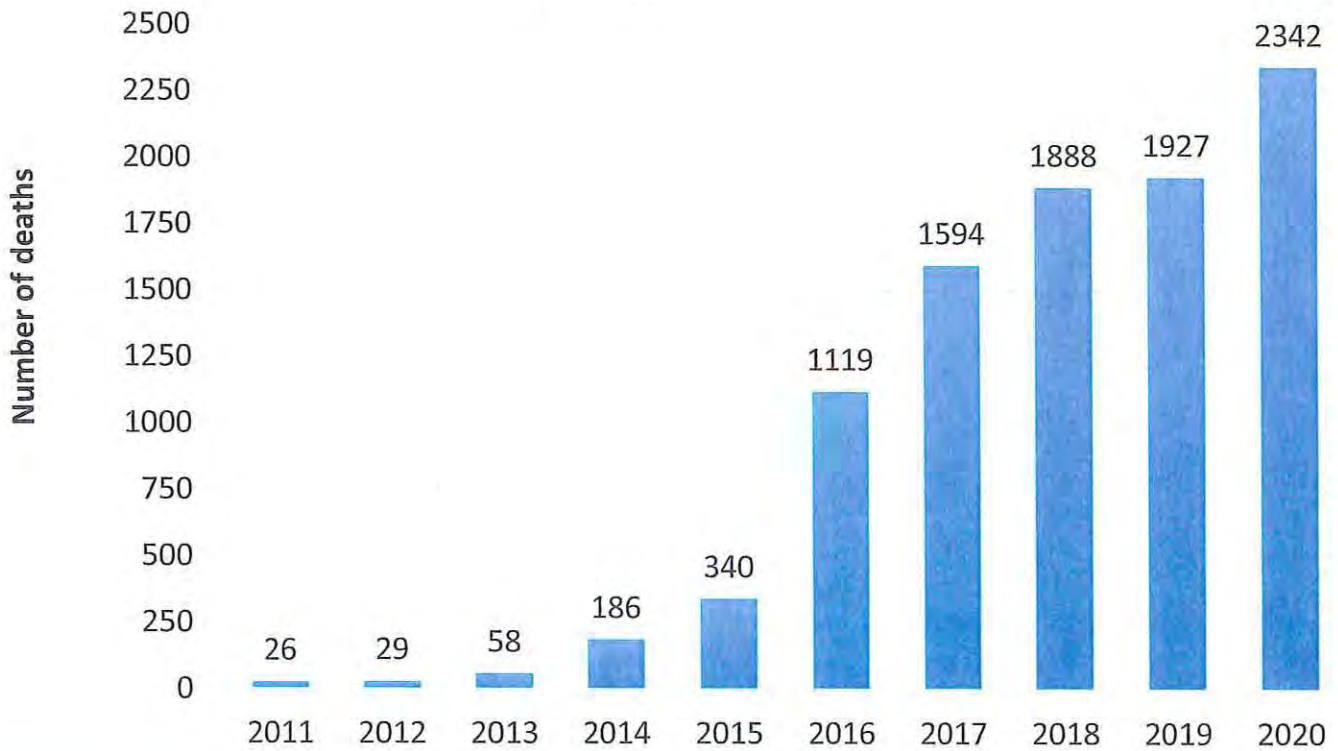


Figure 9. Number of Fentanyl-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

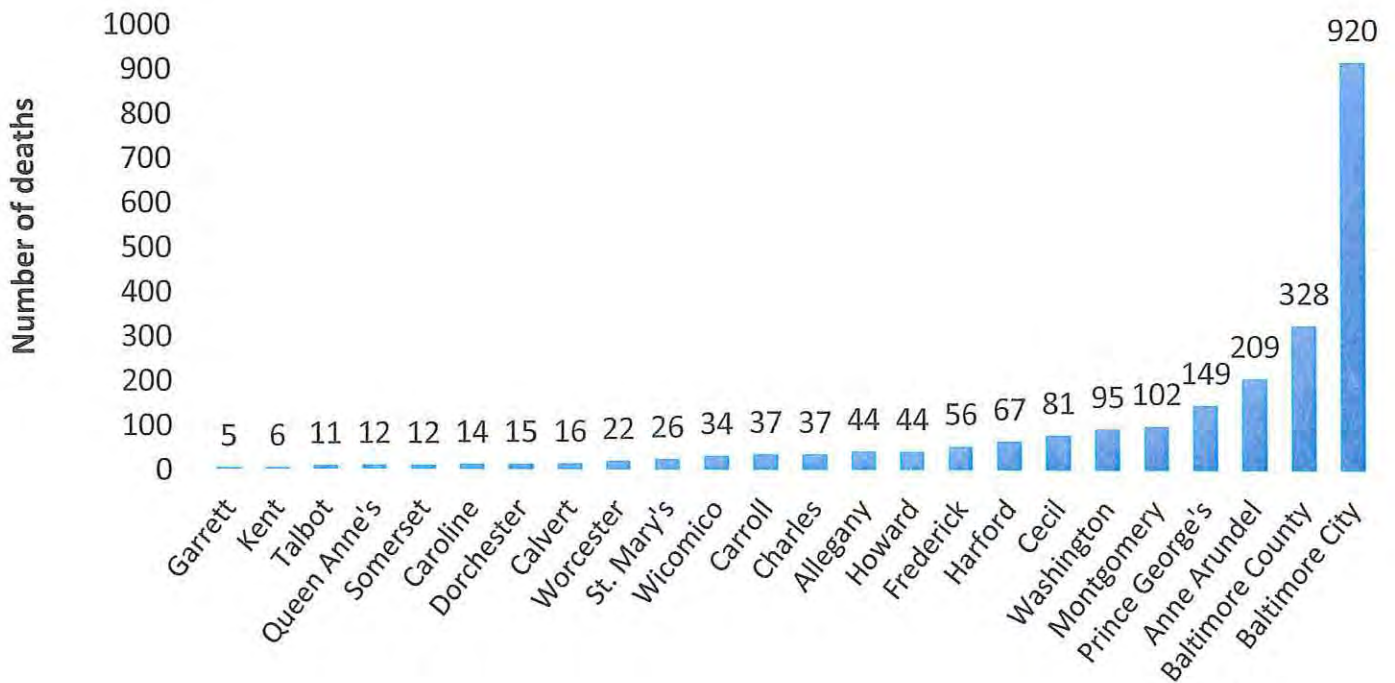


Figure 10. Number of Fentanyl-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

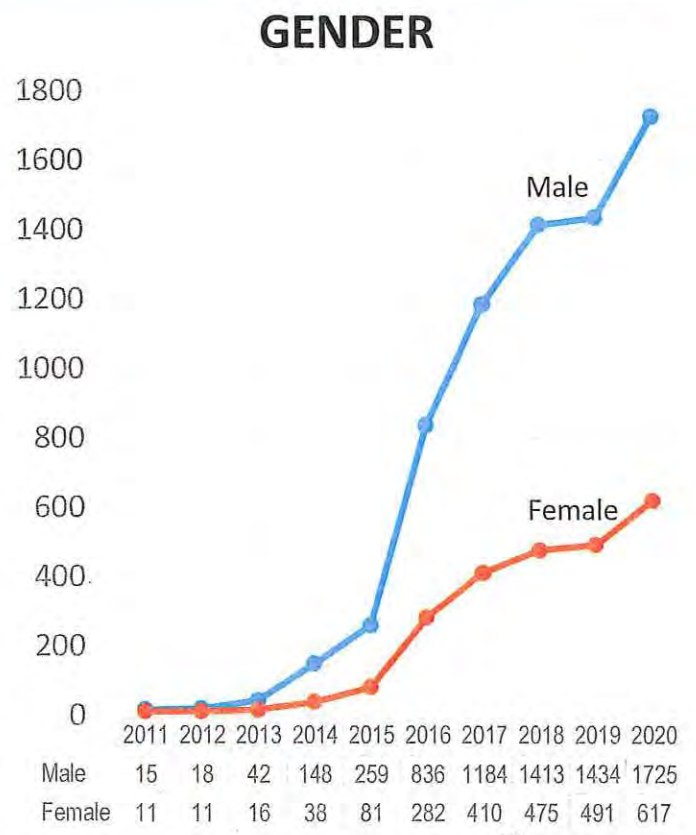
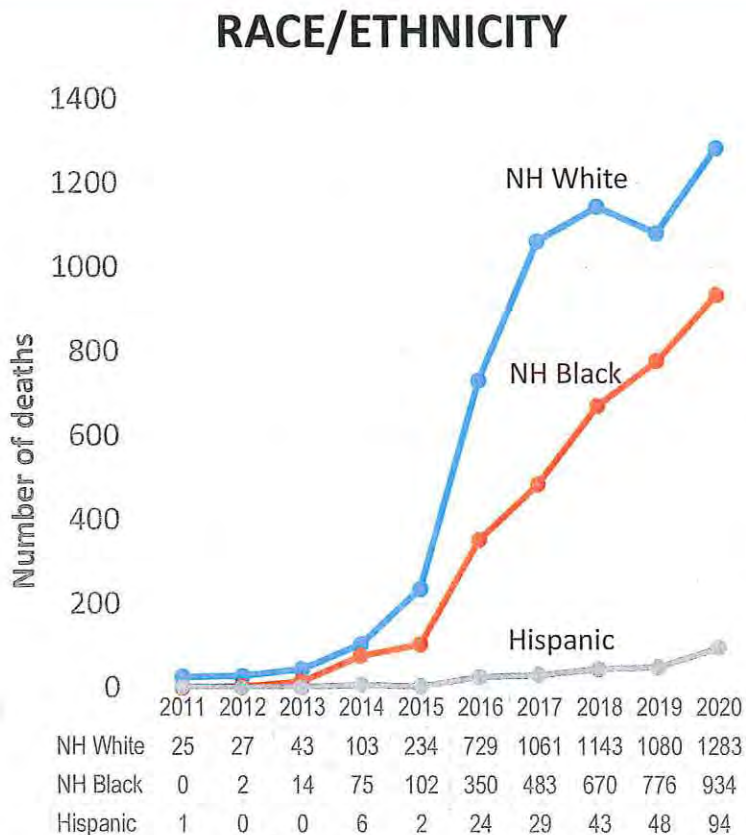
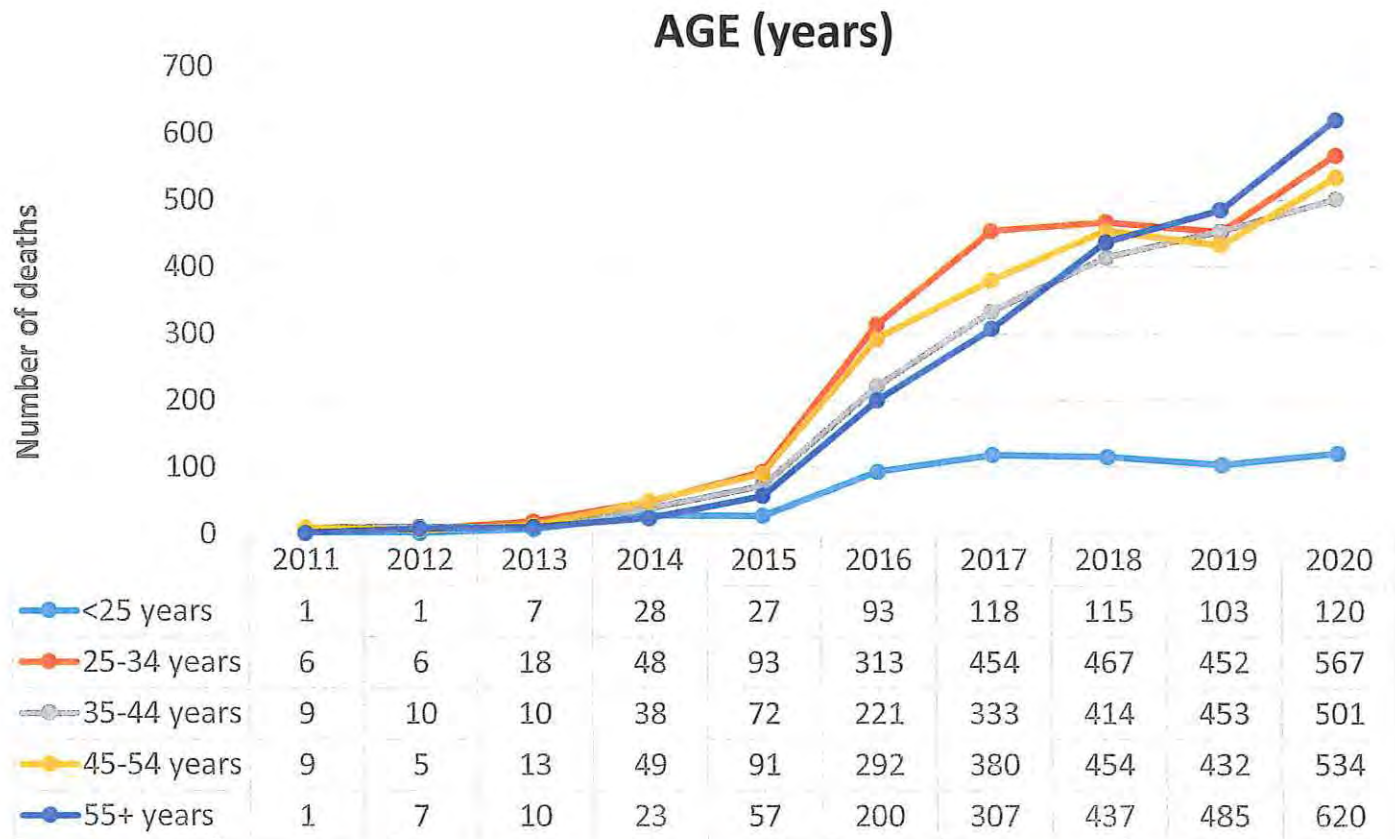


Figure 11. Number of Fentanyl-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

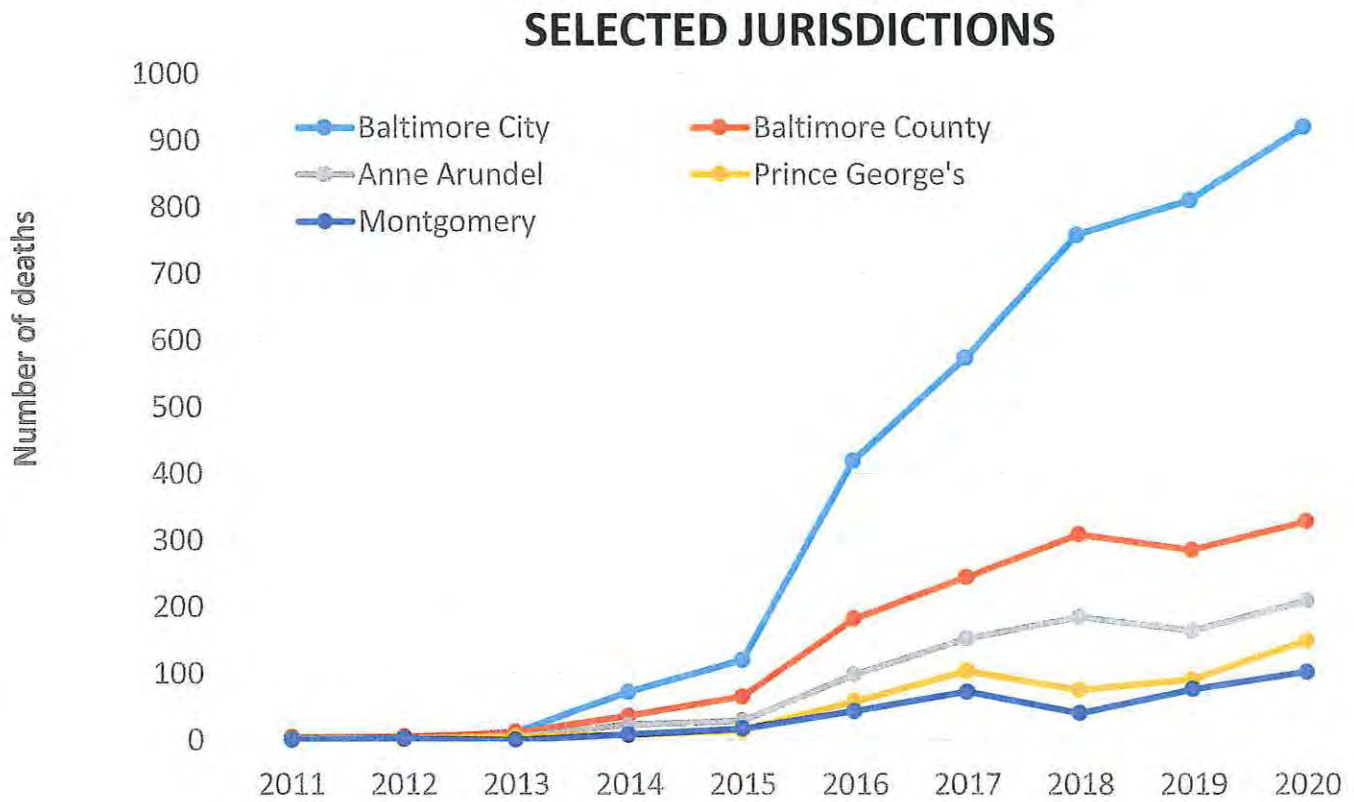
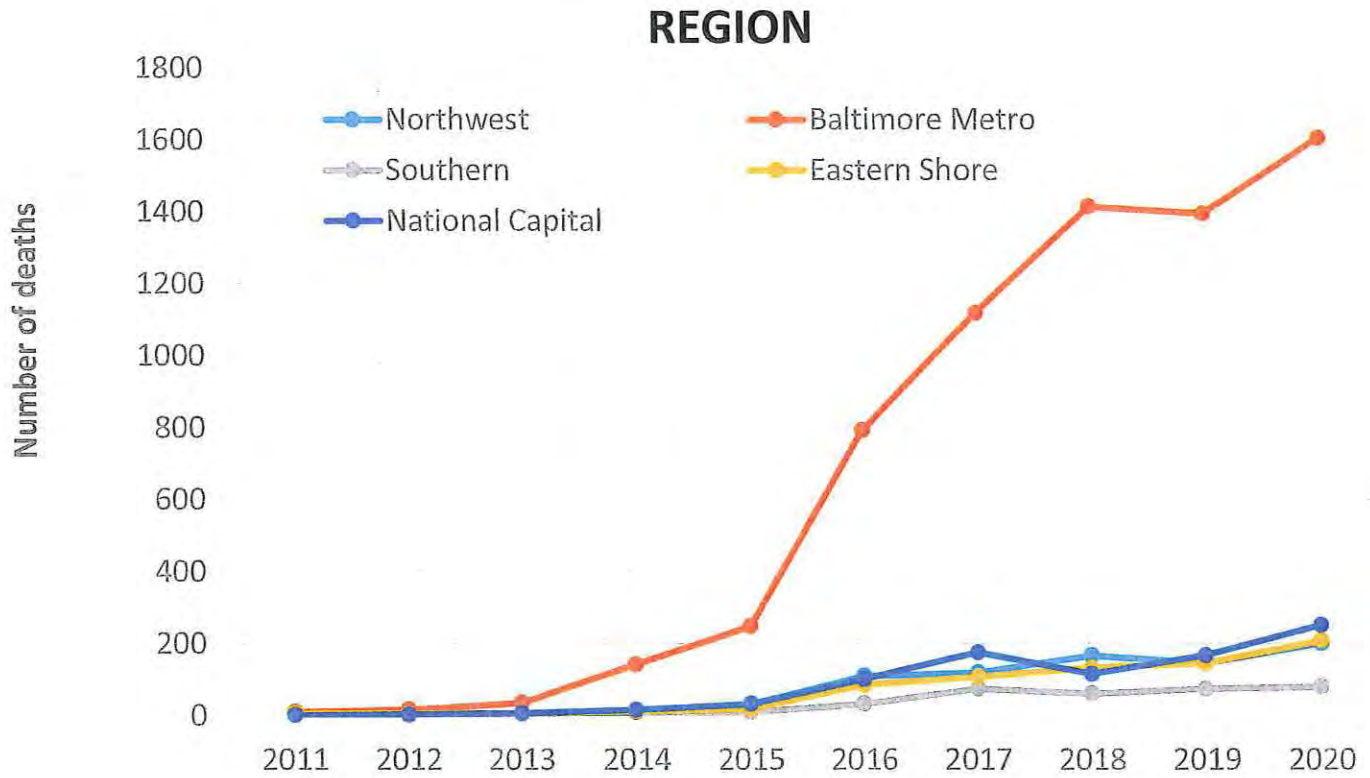


Figure 12. Number of Heroin-Related Deaths Occurring in Maryland, 2011-2020.

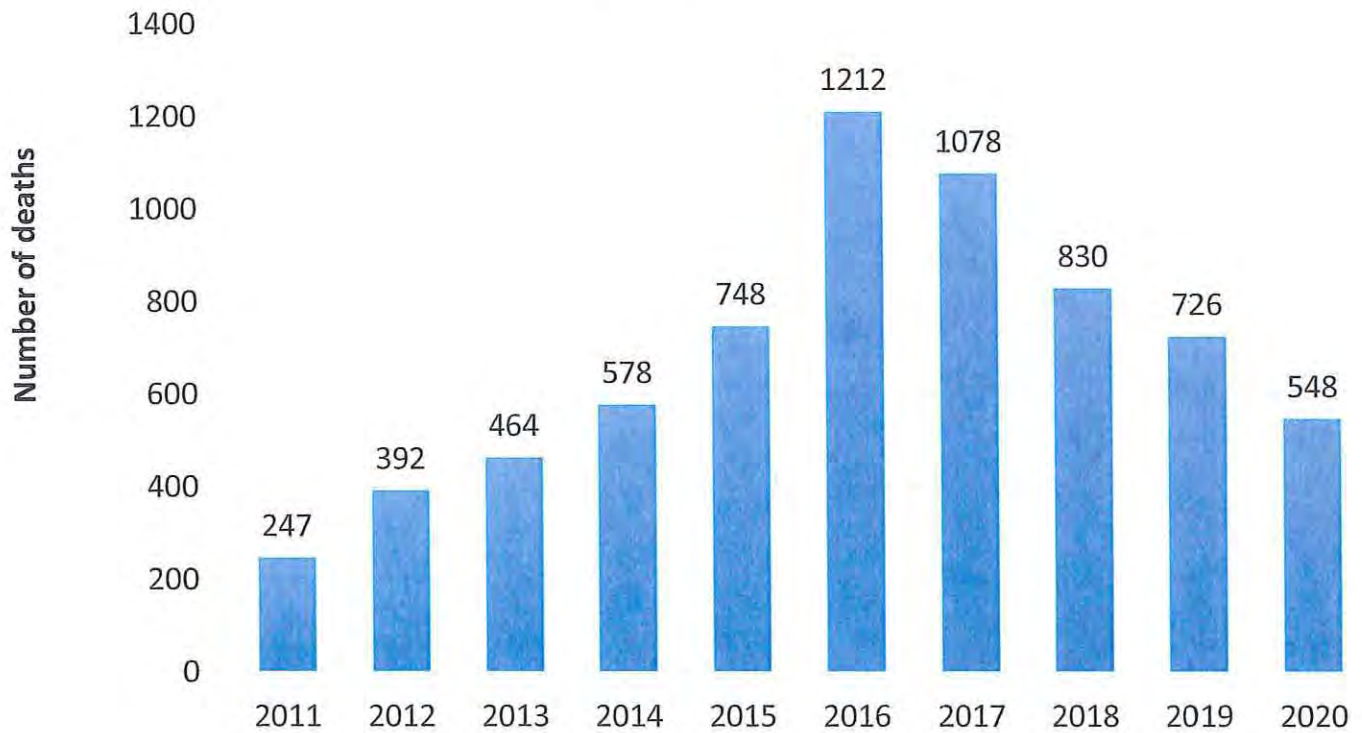


Figure 13. Number of Heroin-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

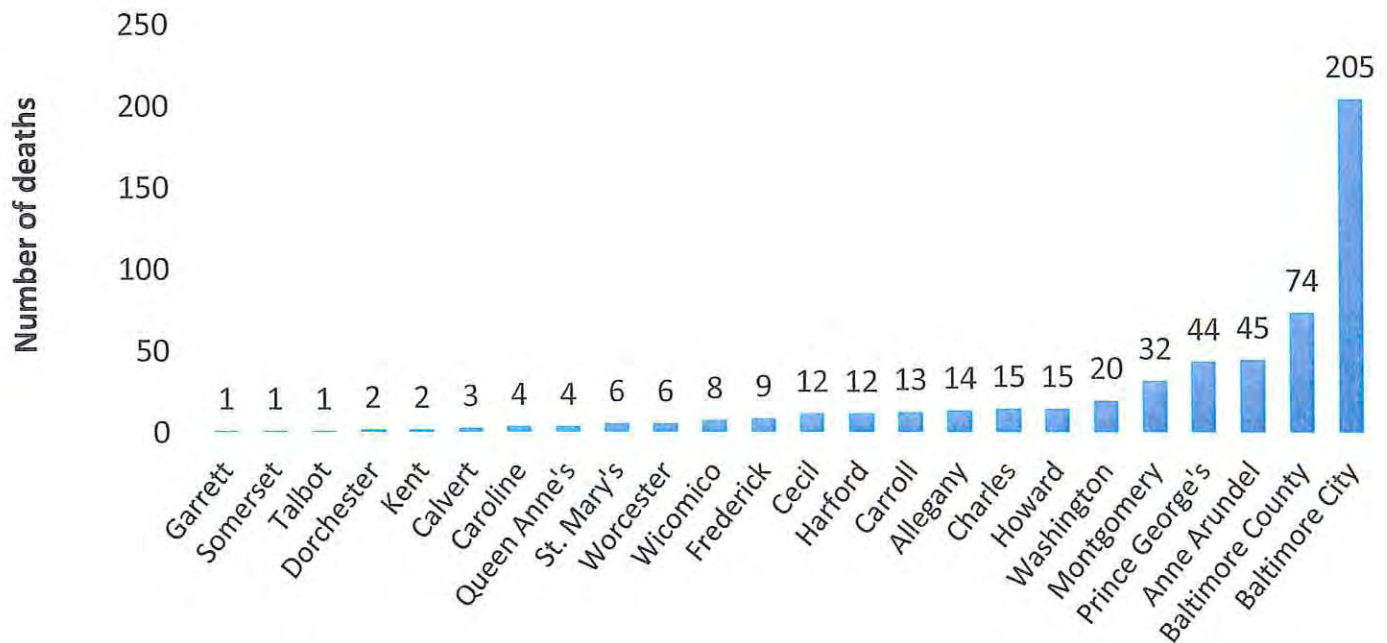


Figure 14. Number of Heroin-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

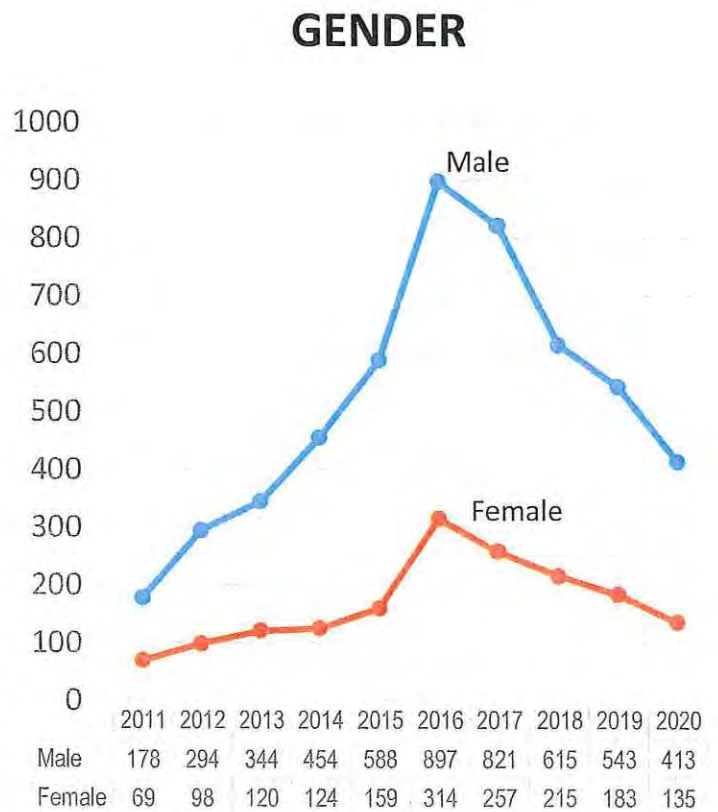
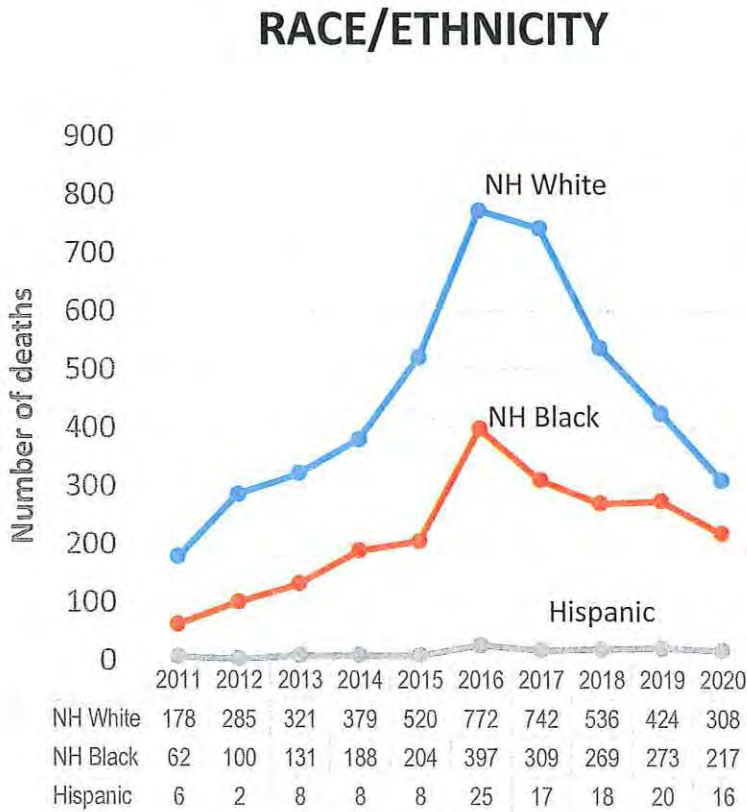
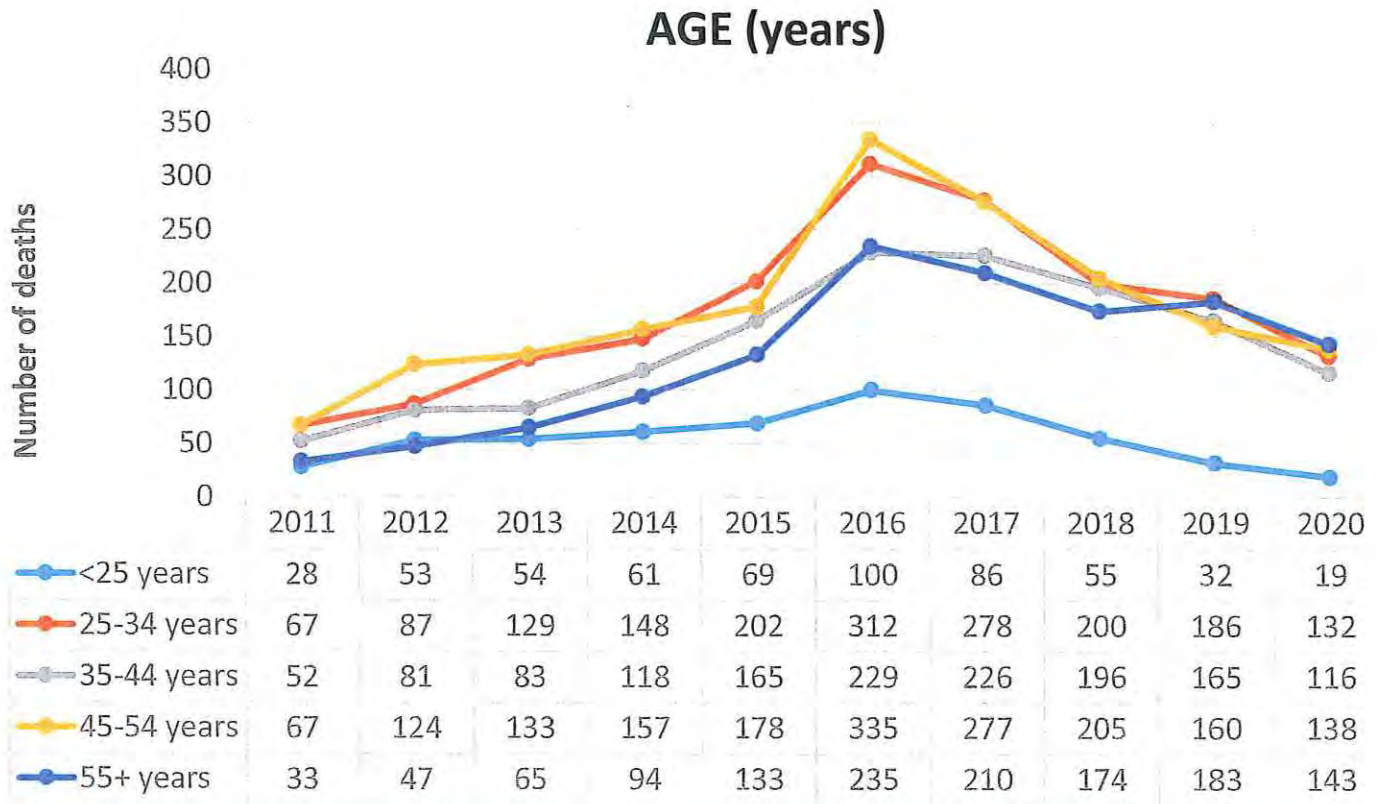
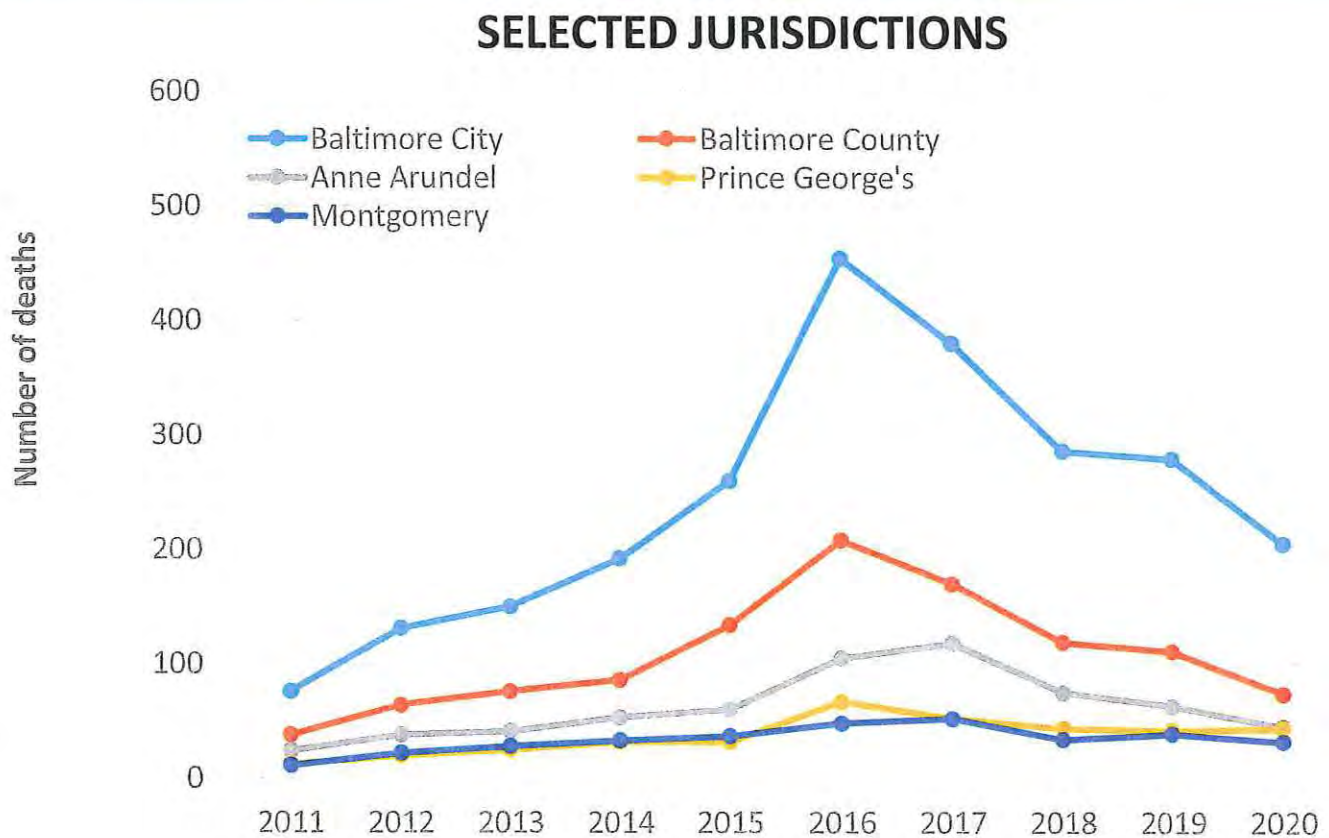
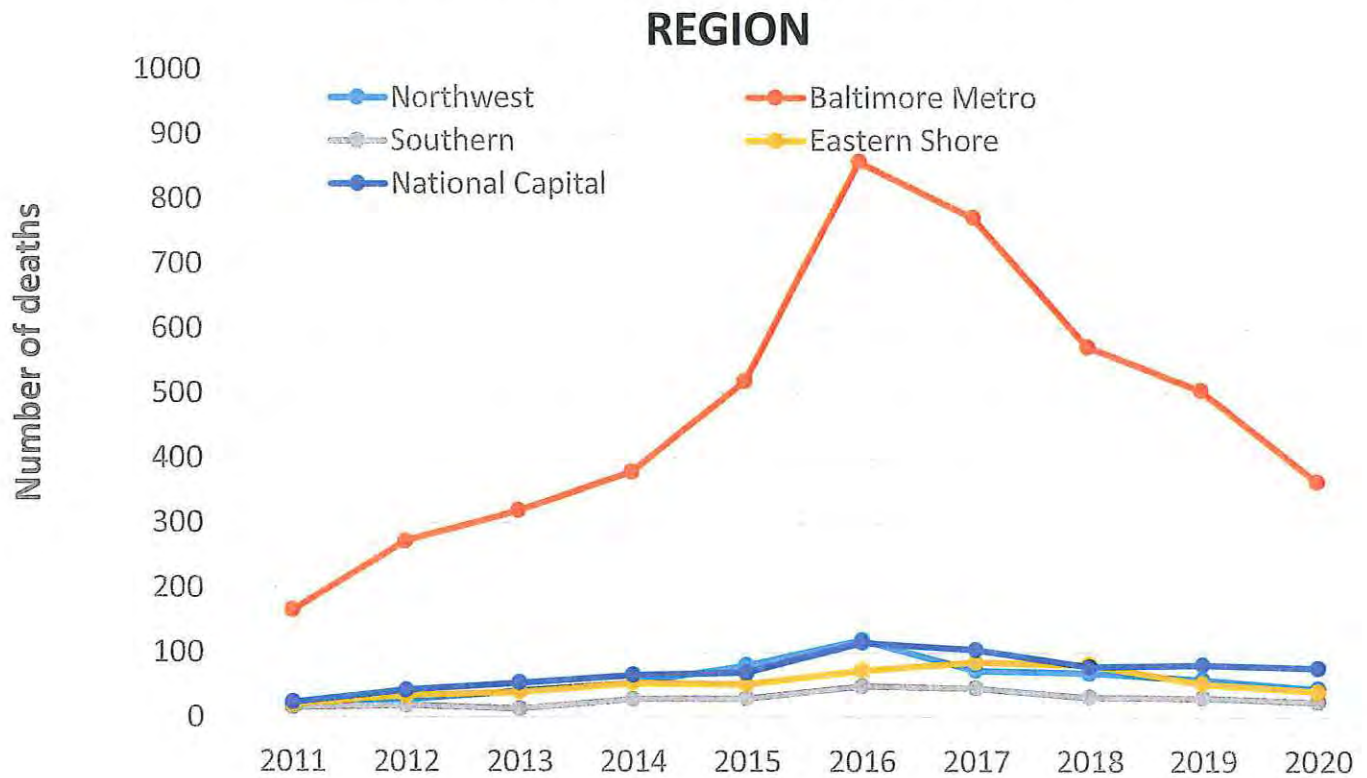


Figure 15. Number of Heroin-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



PRESCRIPTION OPIOID-RELATED DEATHS

Figure 16. Number of Deaths Occurring in Maryland by Selected Prescription Opioids, 2011-2020.

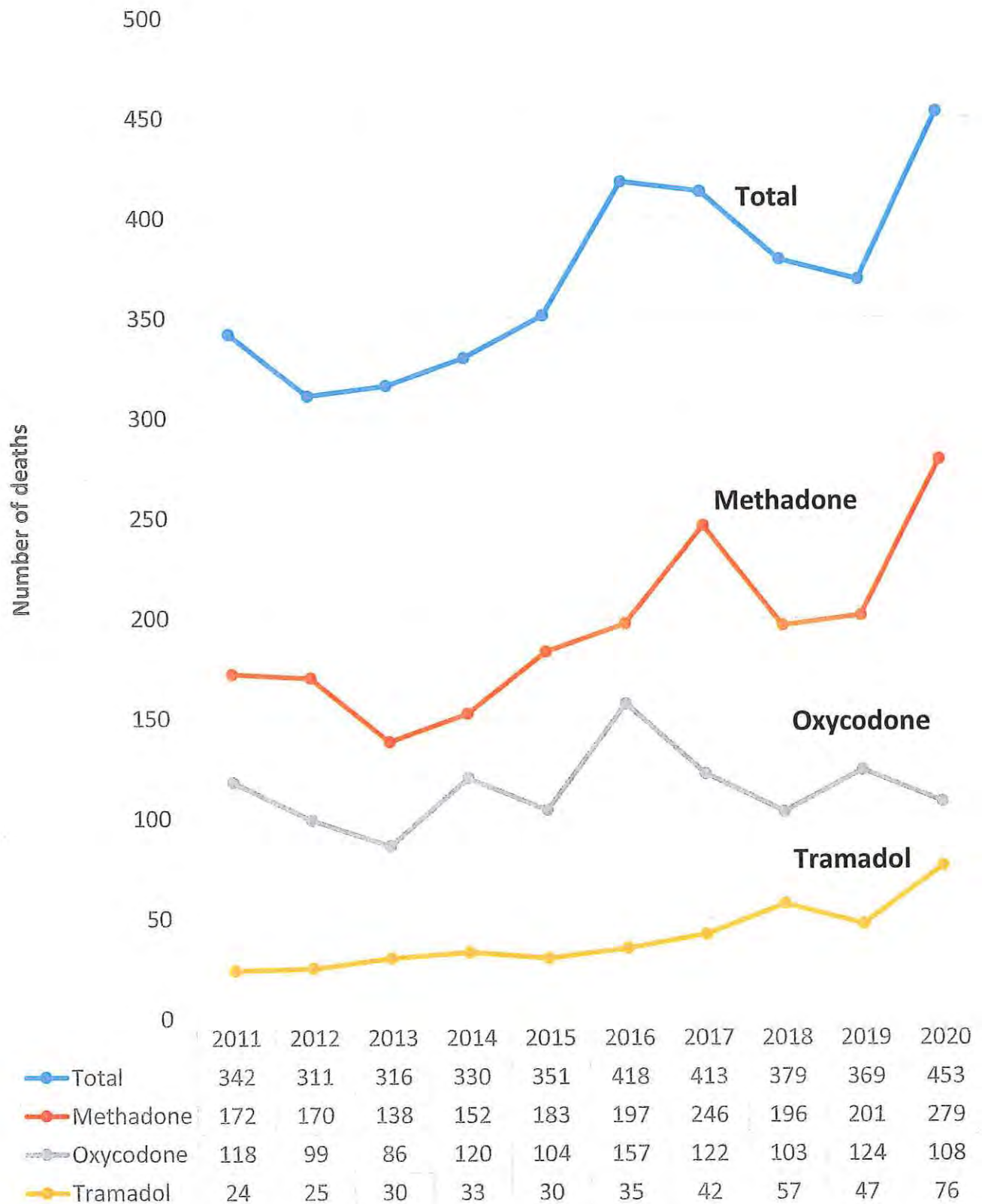


Figure 17. Number of Prescription Opioid-Related Deaths Occurring in Maryland, 2011-2020.

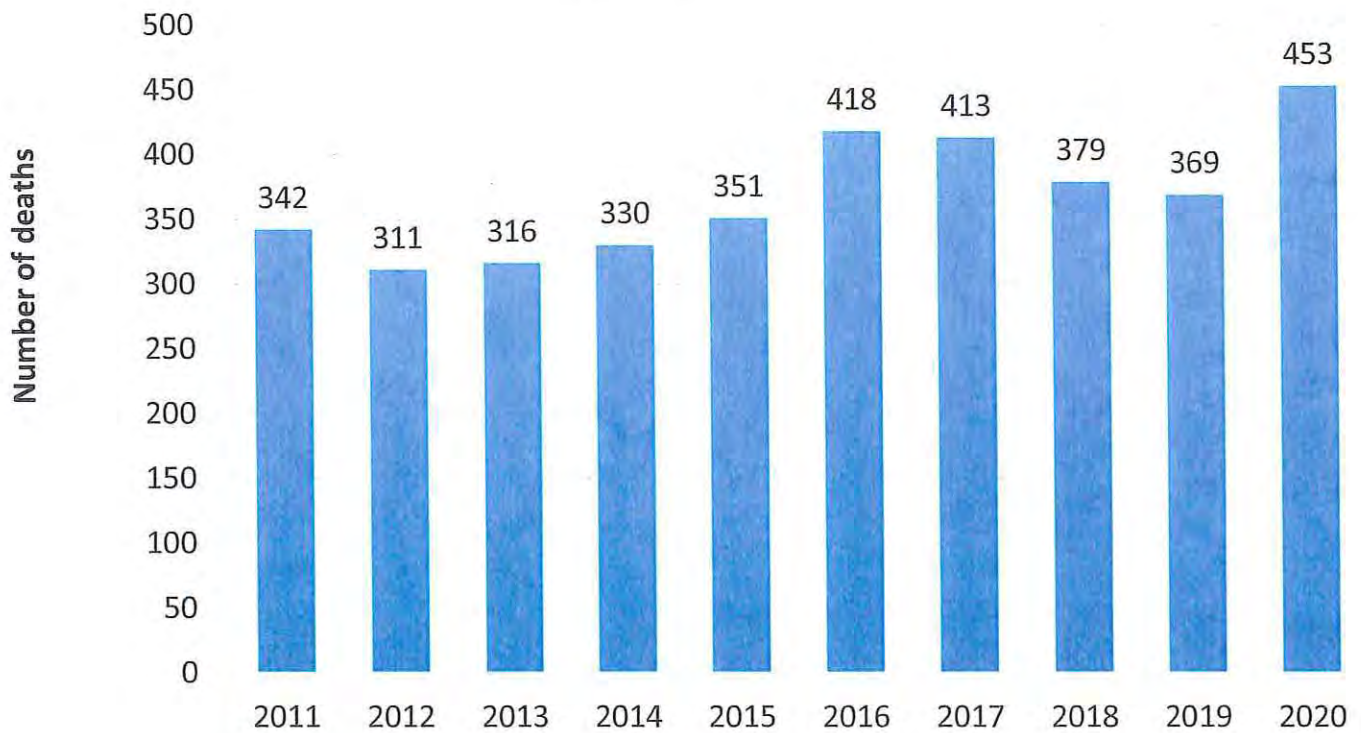


Figure 18. Number of Prescription Opioid-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

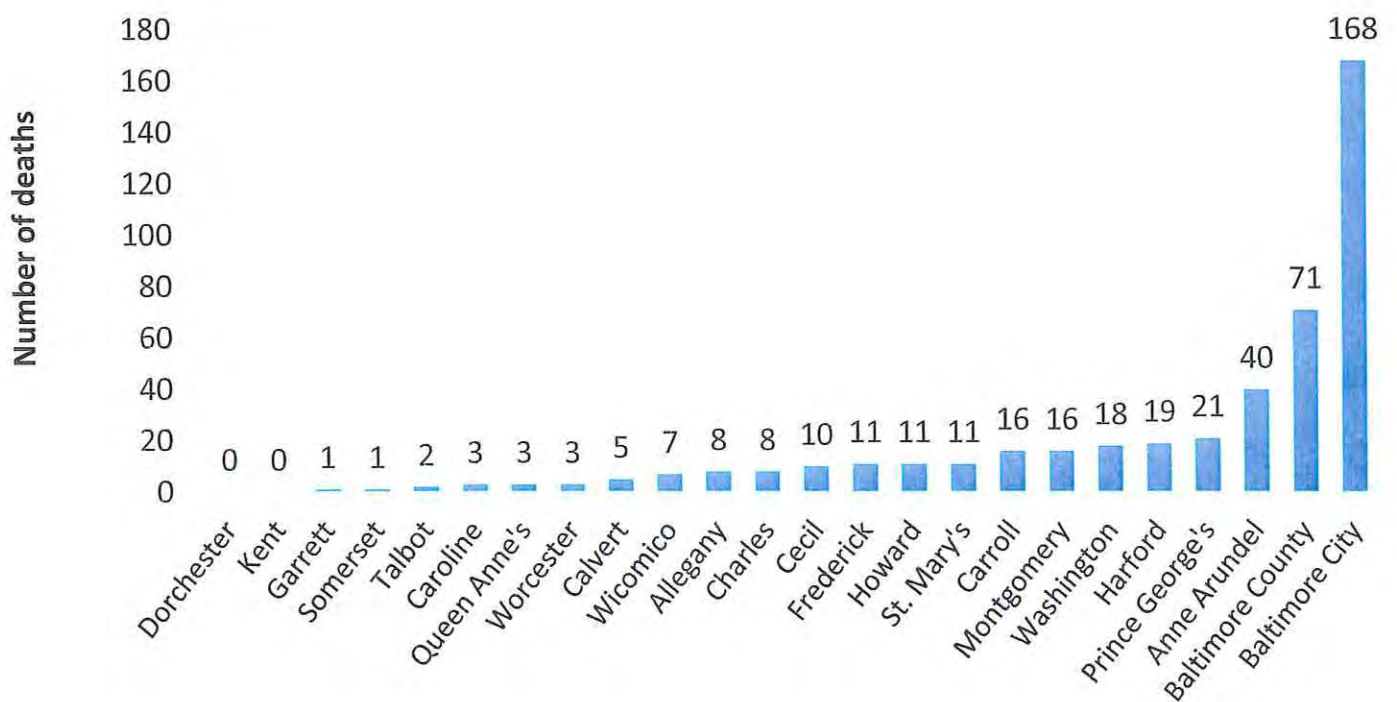
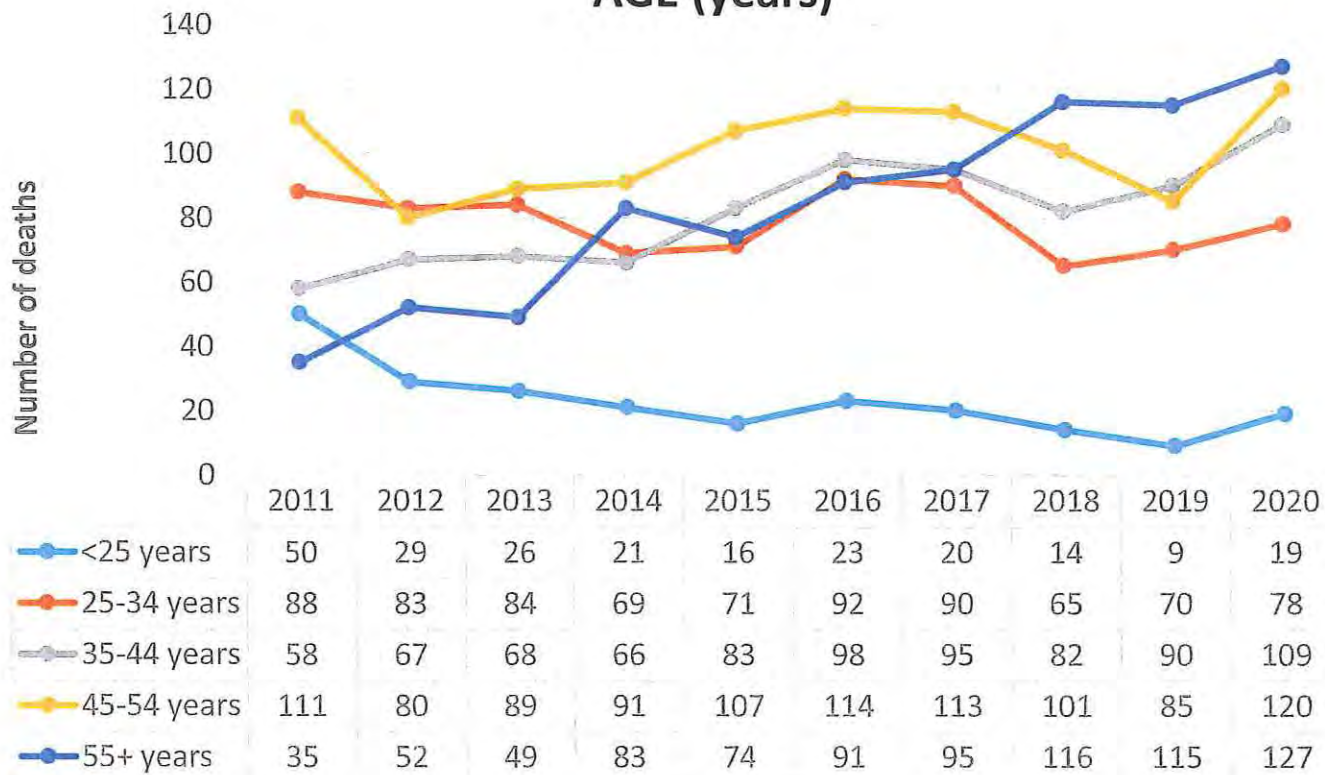
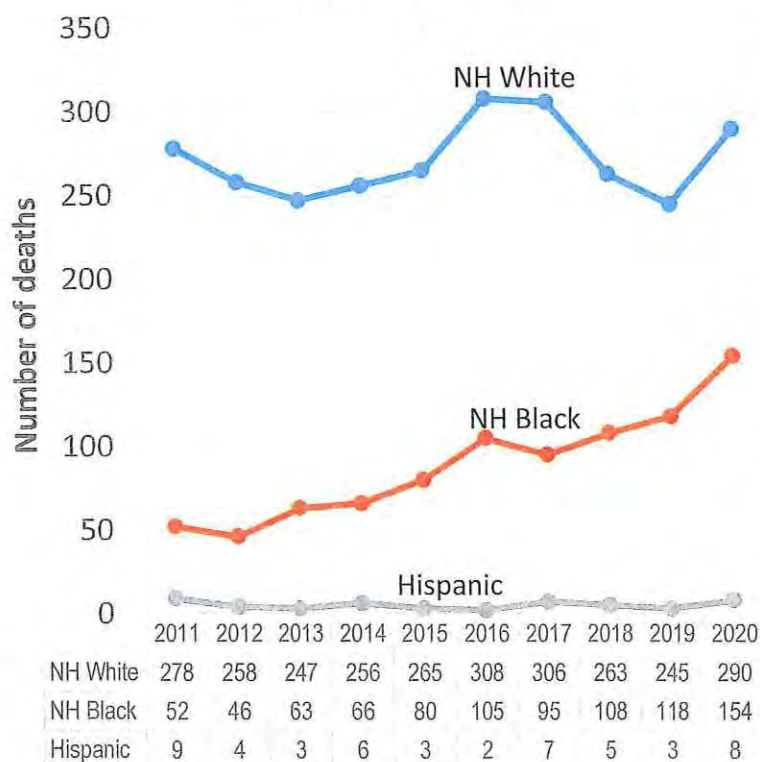


Figure 19. Number of Prescription Opioid-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)



RACE/ETHNICITY



GENDER

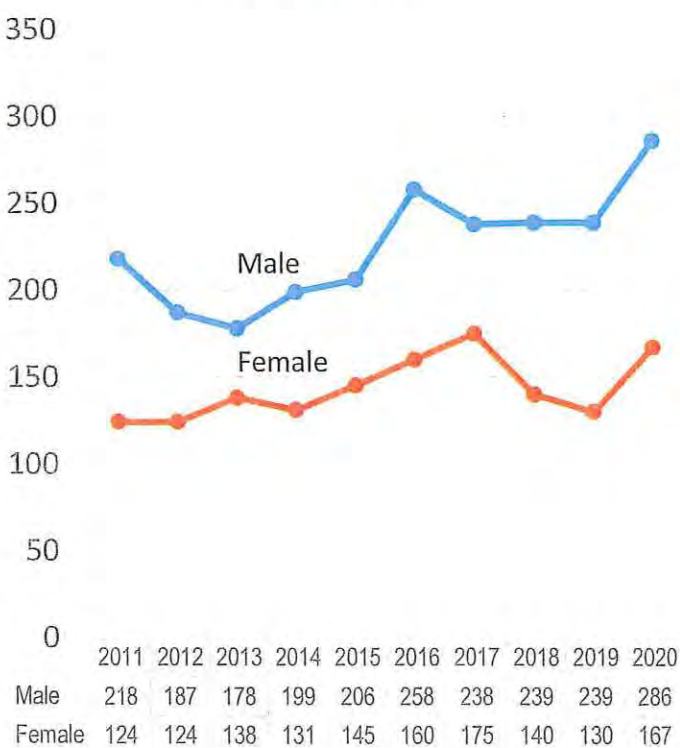


Figure 20. Number of Prescription Opioid-Related Deaths by Place of Occurrence, Maryland, 2011-2020.

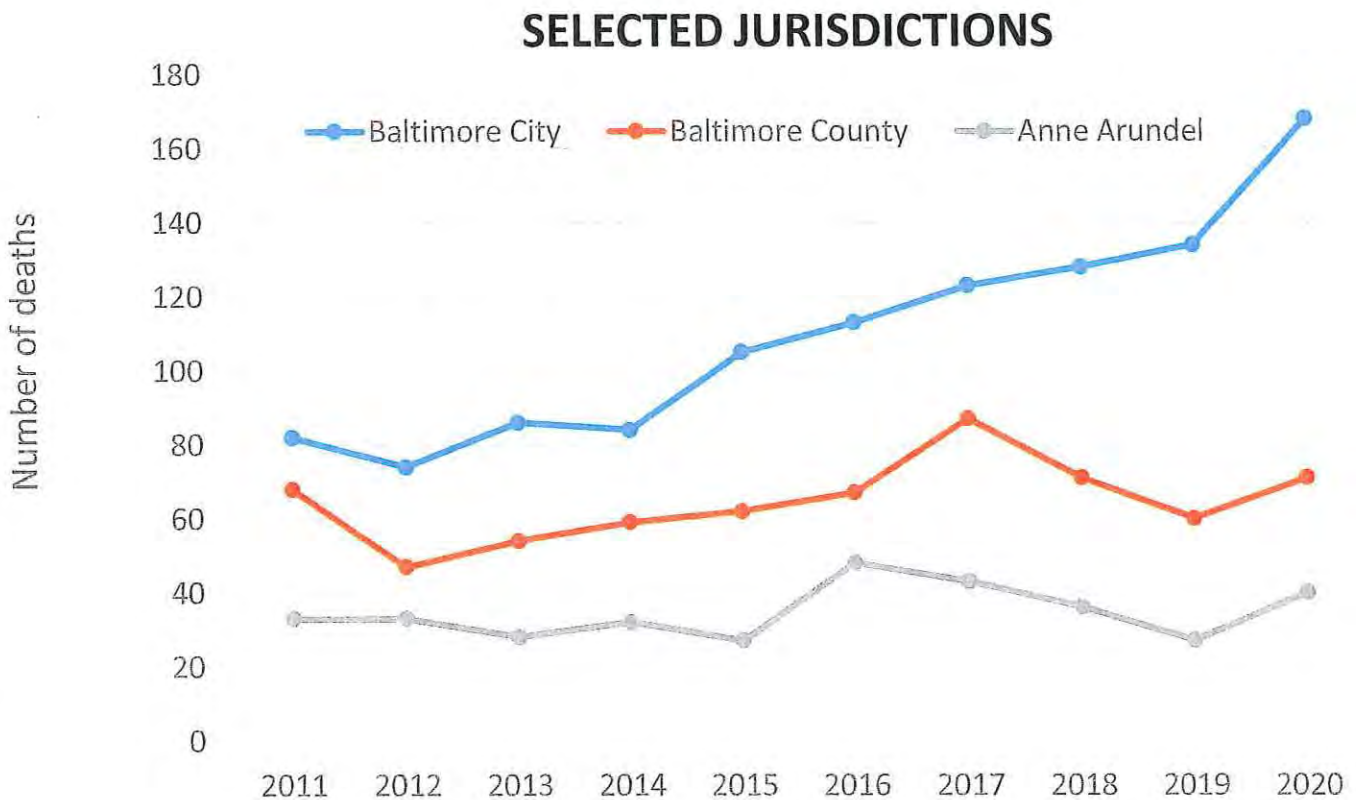
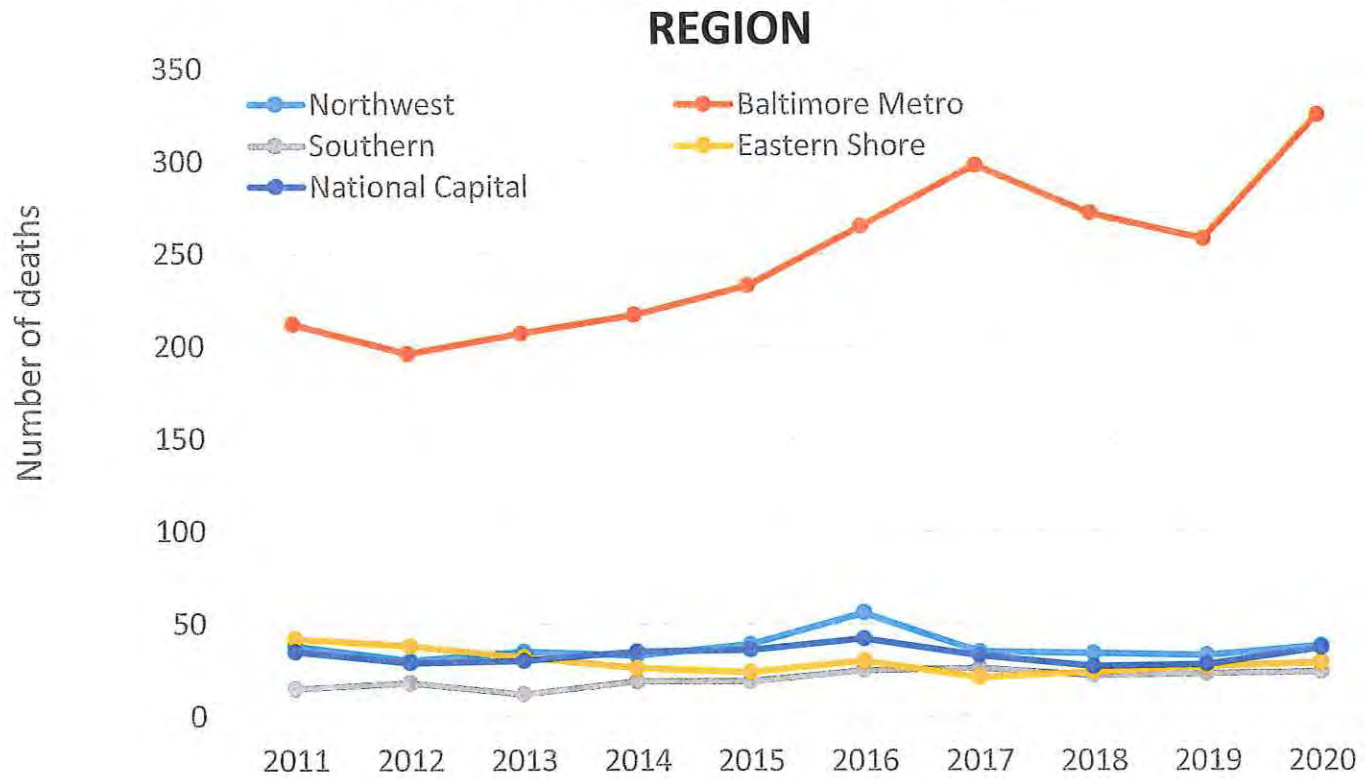


Figure 21. Number of Carfentanil-Related Deaths Occurring in Maryland, 2011-2020.

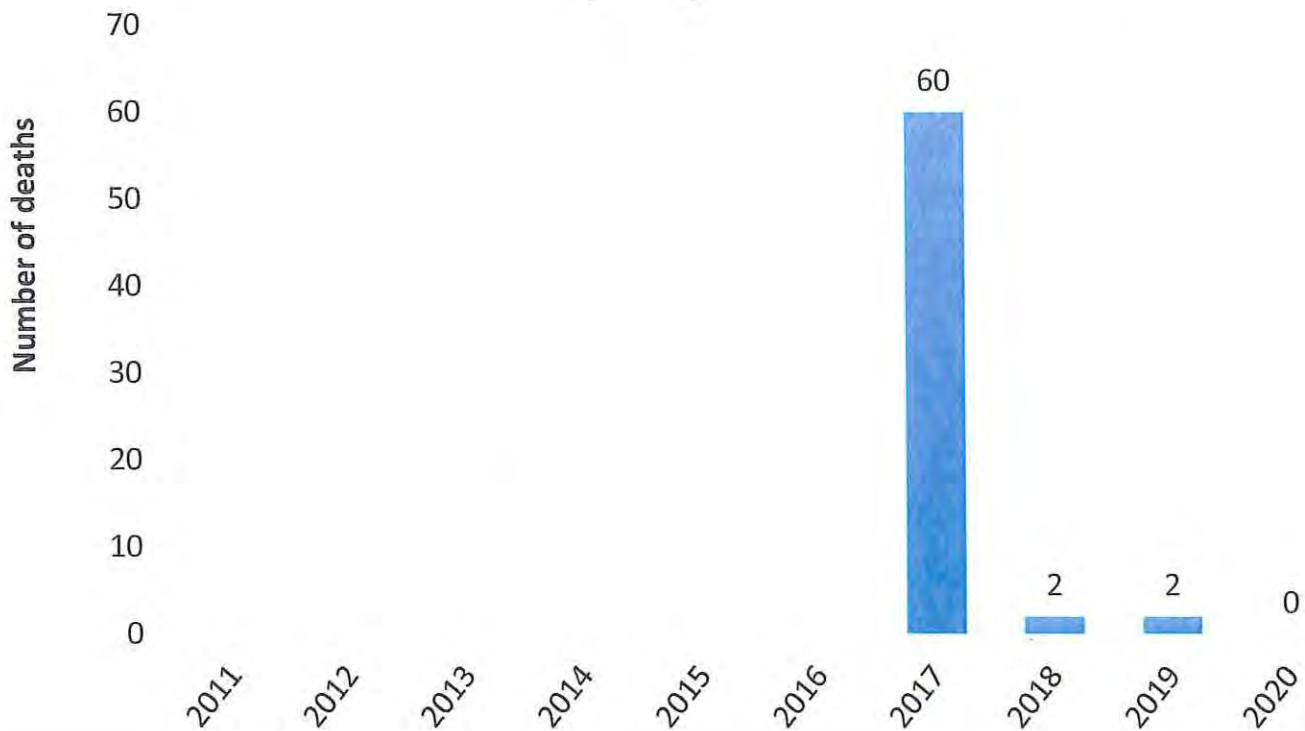
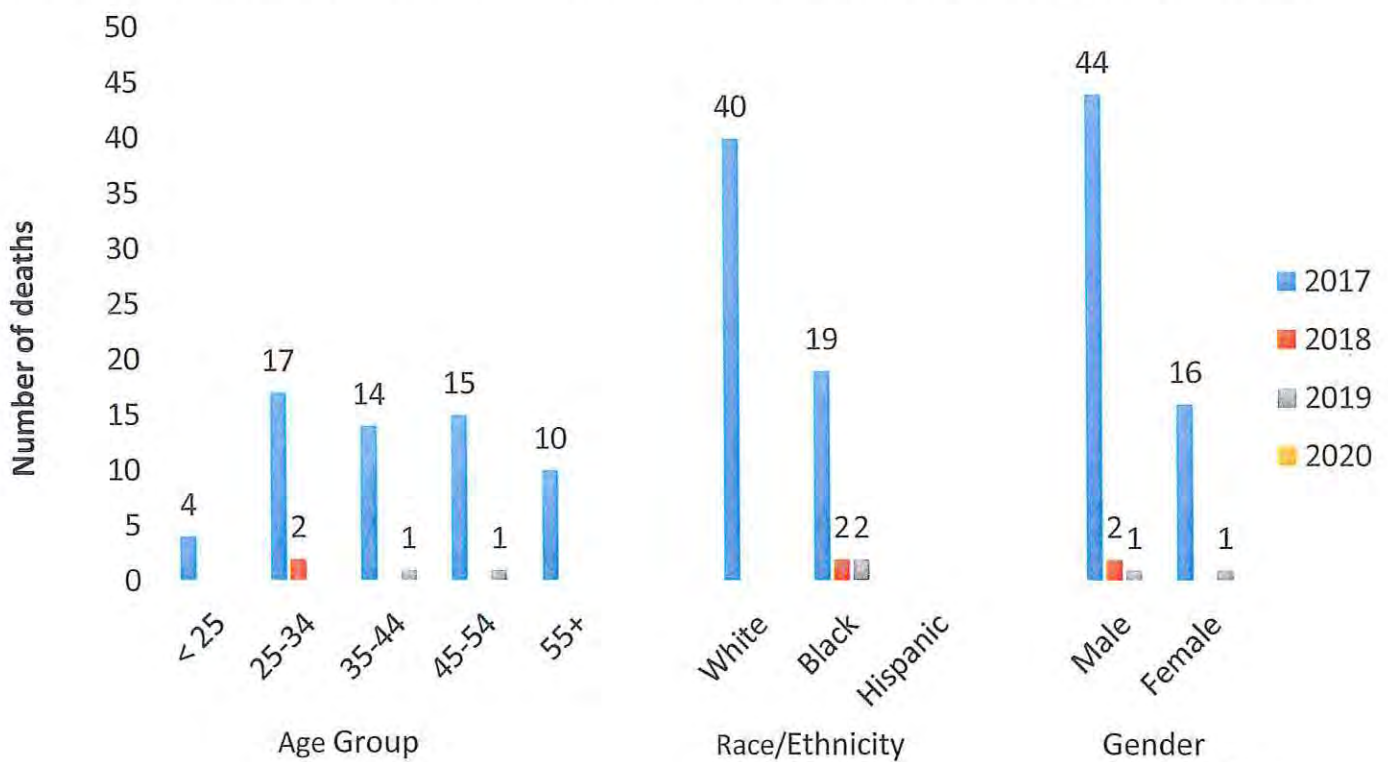


Figure 22. Number of Carfentanil-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity, and Gender, 2017-2020.



COCAINE-RELATED DEATHS

Figure 23. Number of Cocaine-Related Deaths Occurring in Maryland, 2011-2020.

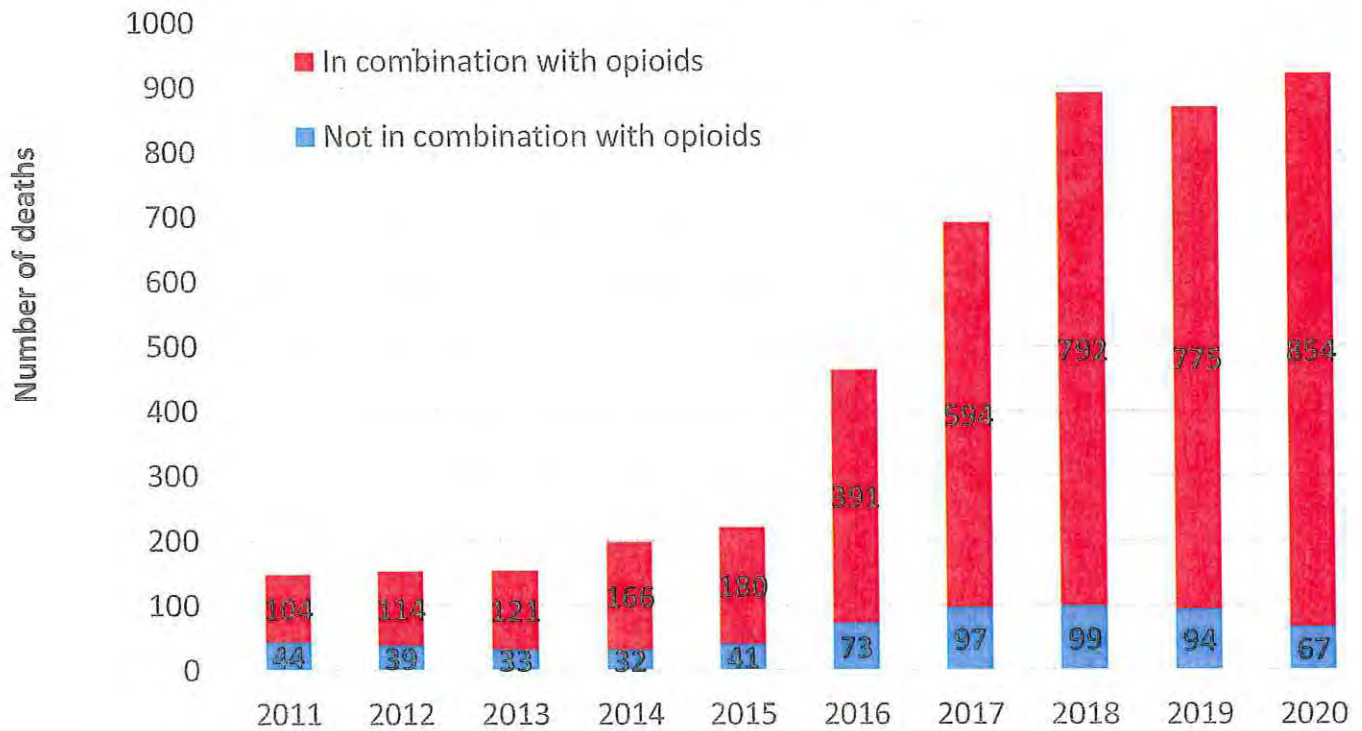


Figure 24. Number of Cocaine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

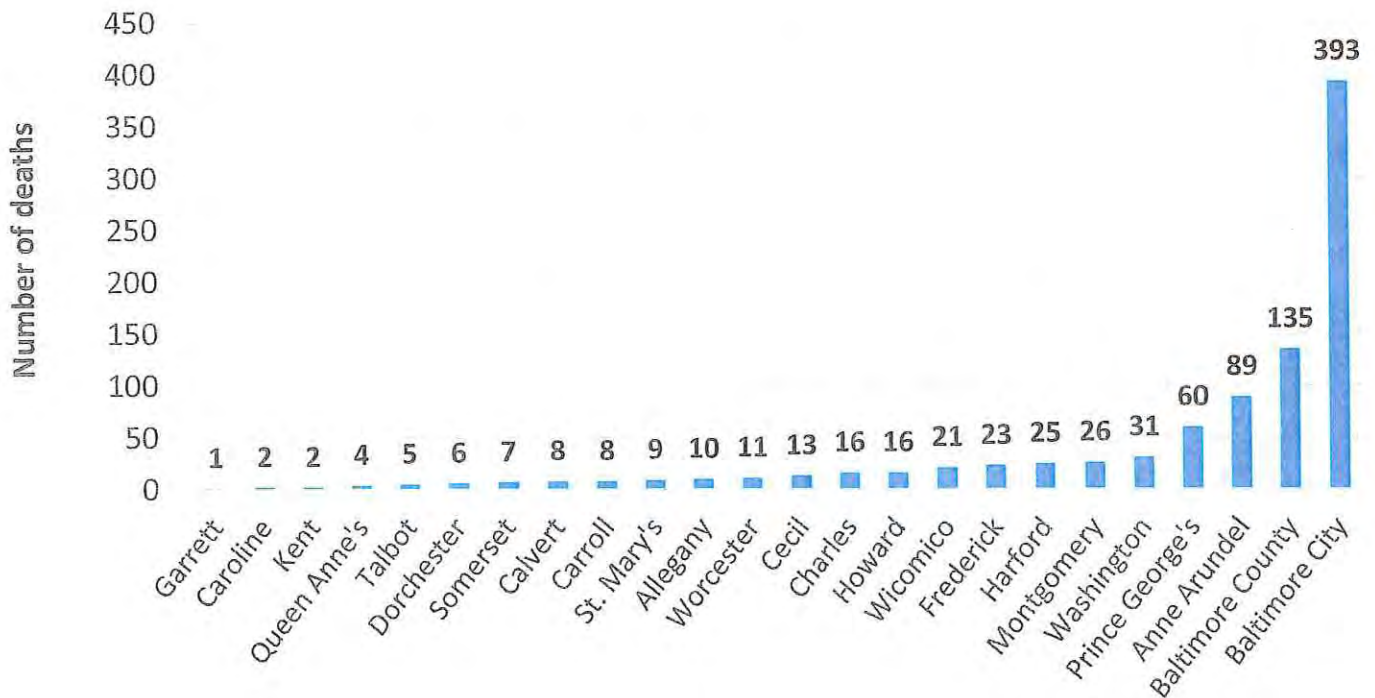
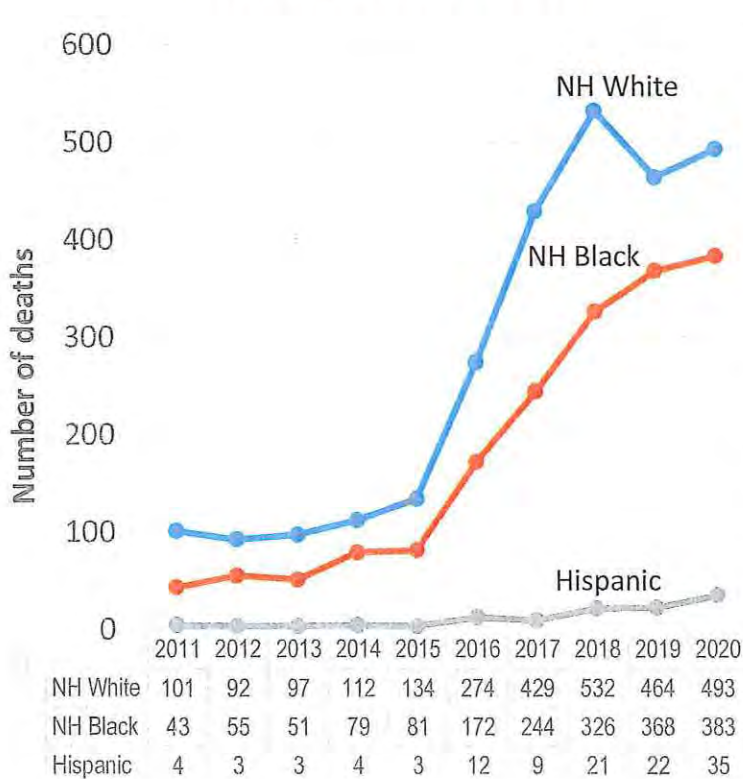


Figure 25. Number of Cocaine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)



RACE/ETHNICITY



GENDER

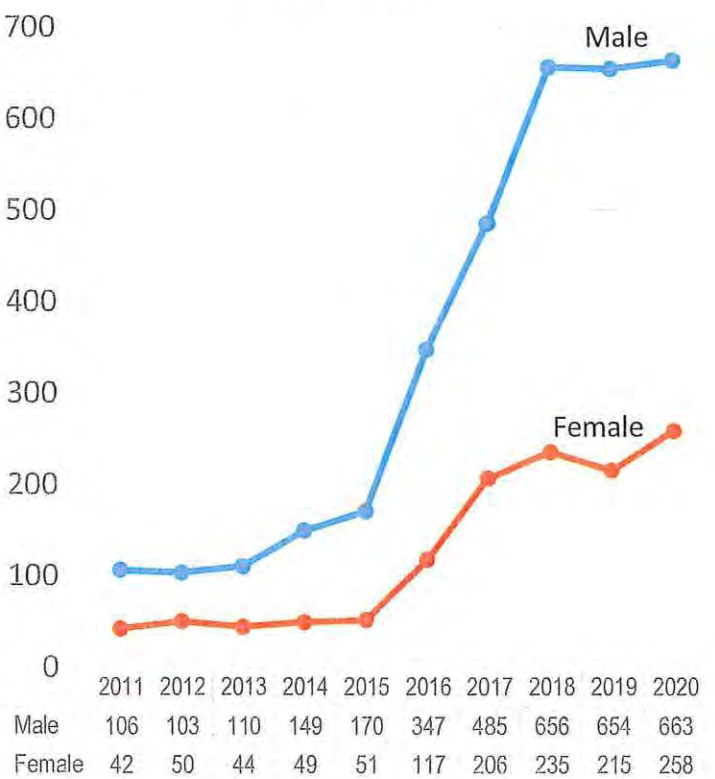
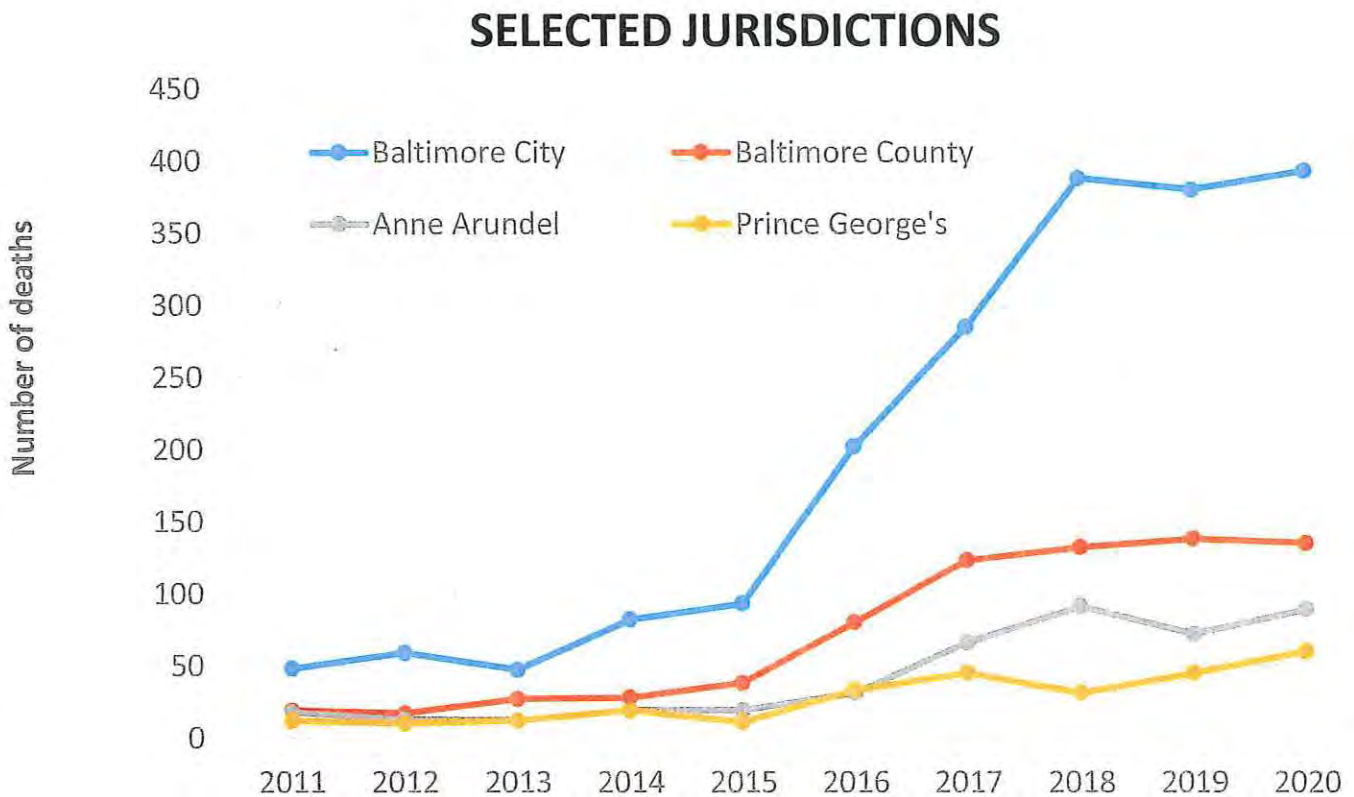
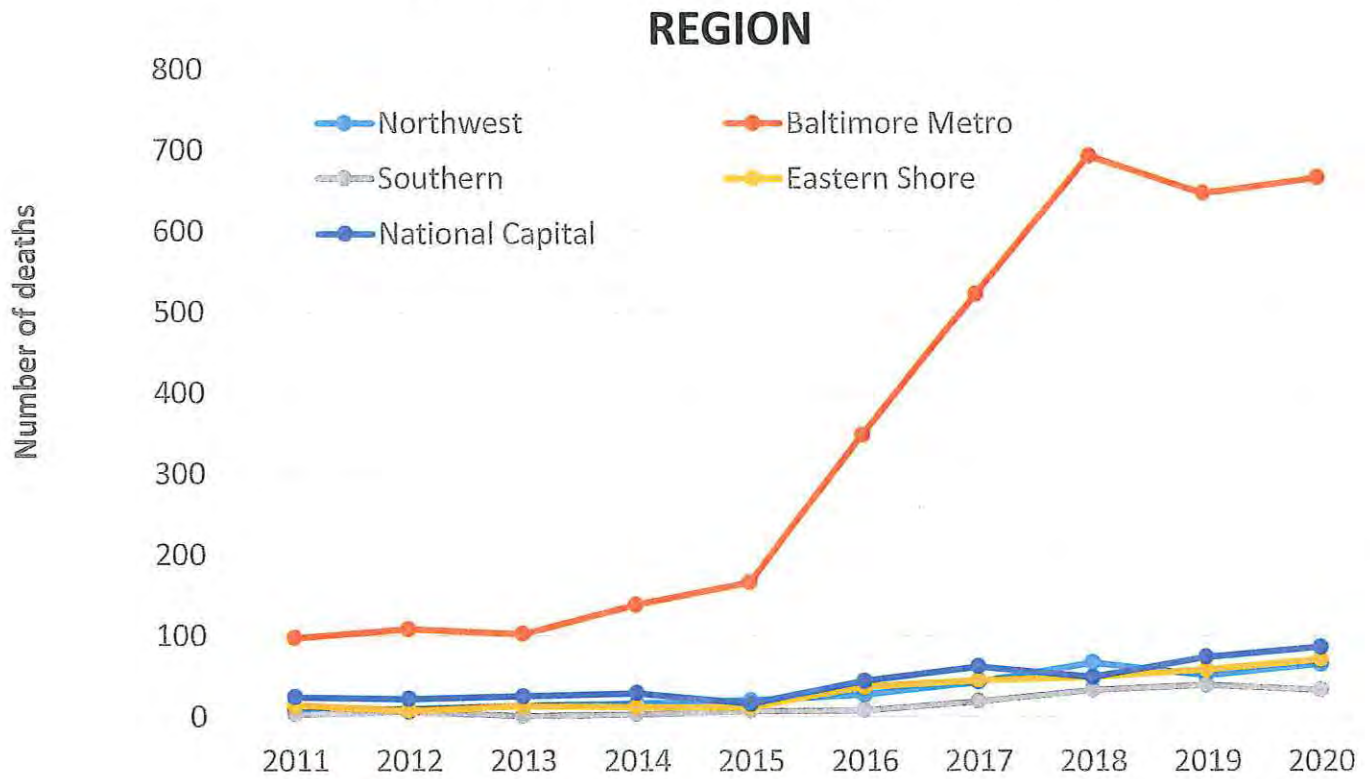


Figure 26. Number of Cocaine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



BENZODIAZEPINE-RELATED DEATHS

Figure 27. Number of Benzodiazepine-Related Deaths Occurring in Maryland, 2011-2020.

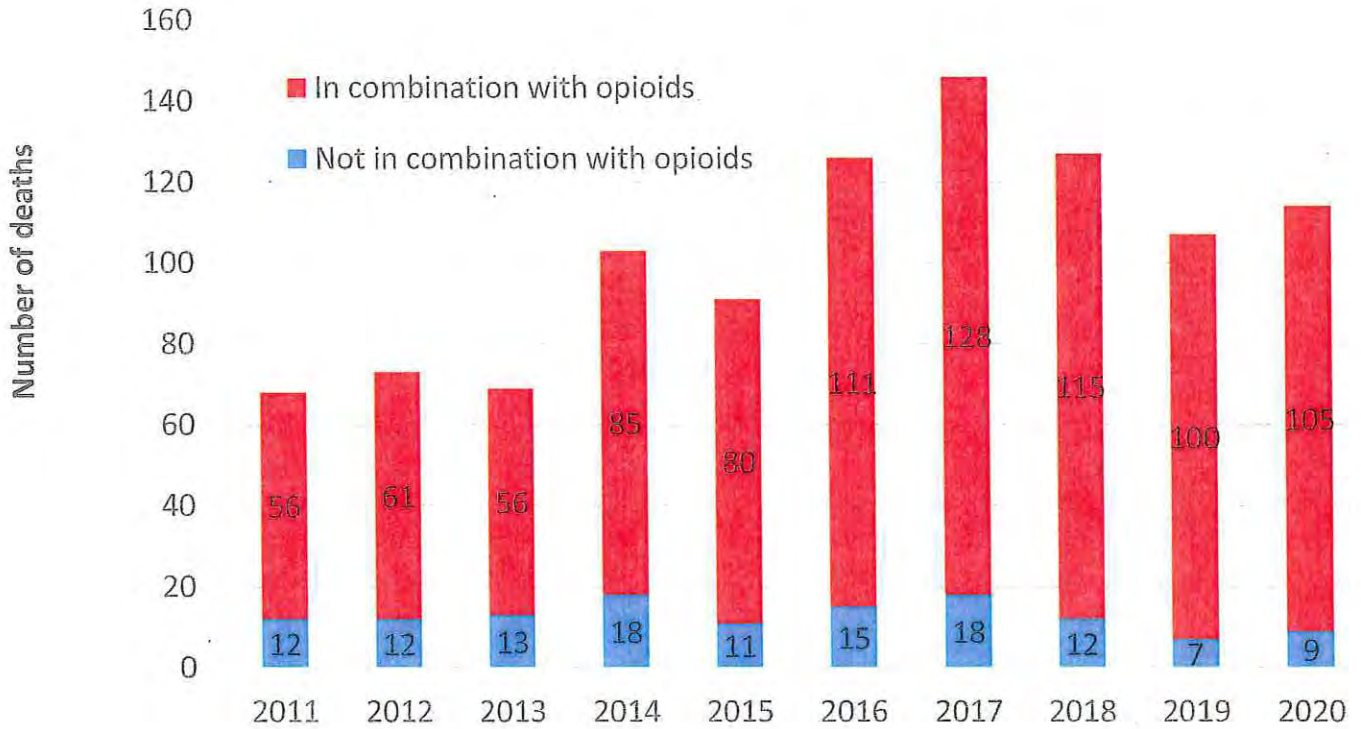


Figure 28. Number of Benzodiazepine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

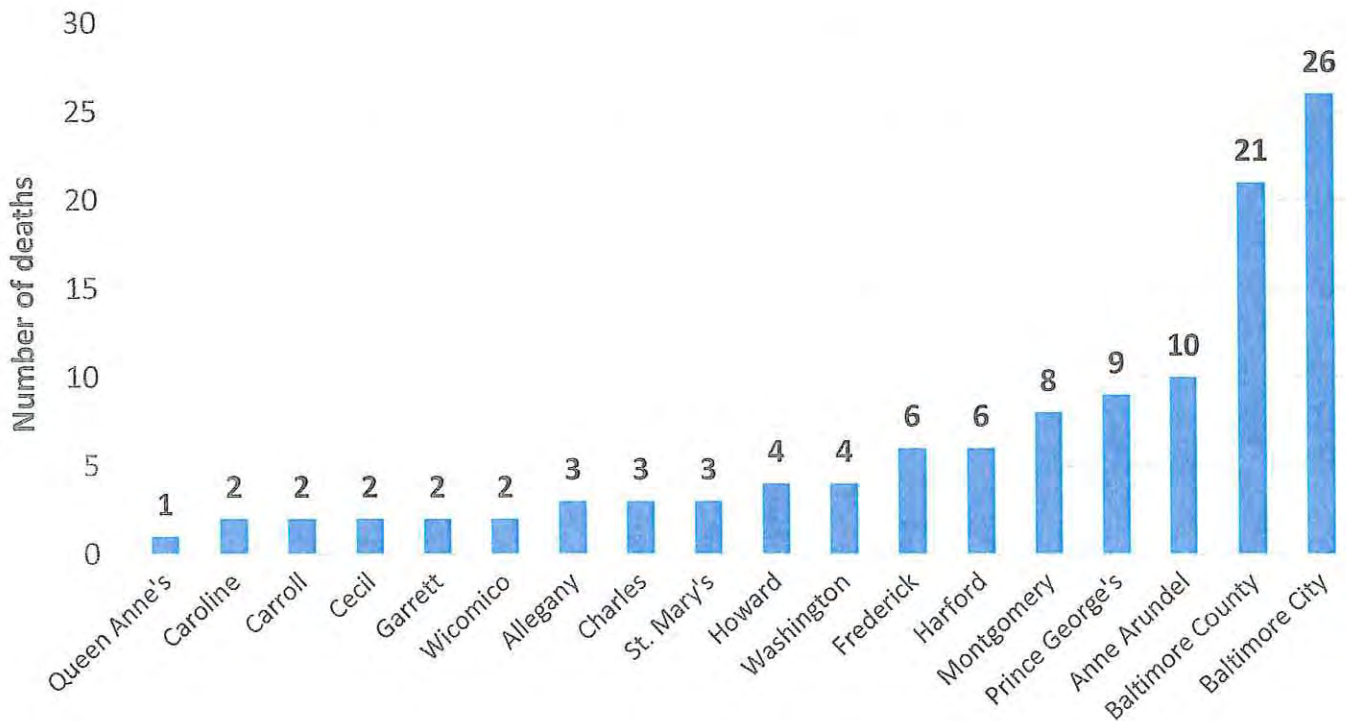


Figure 29. Number of Benzodiazepine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

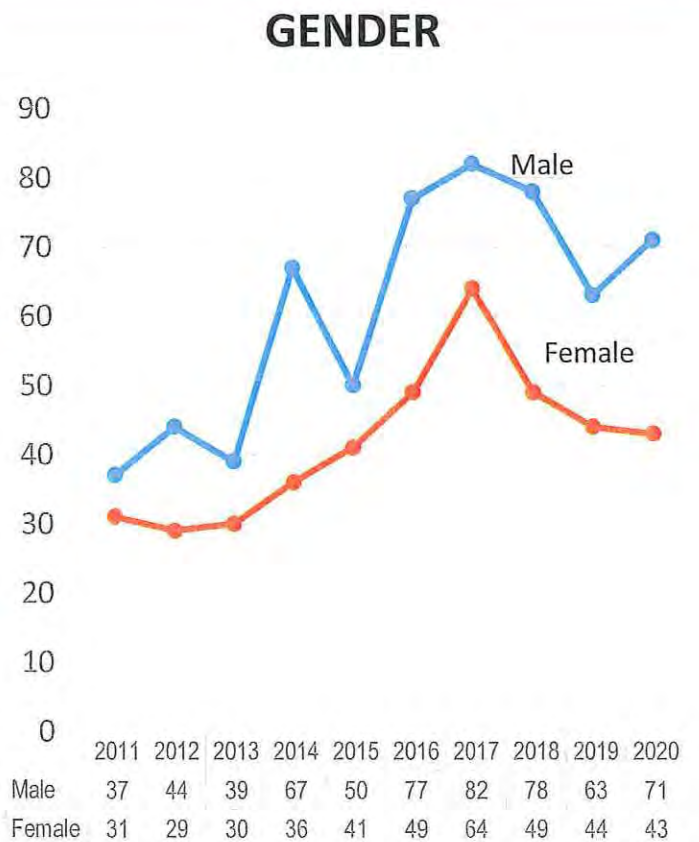
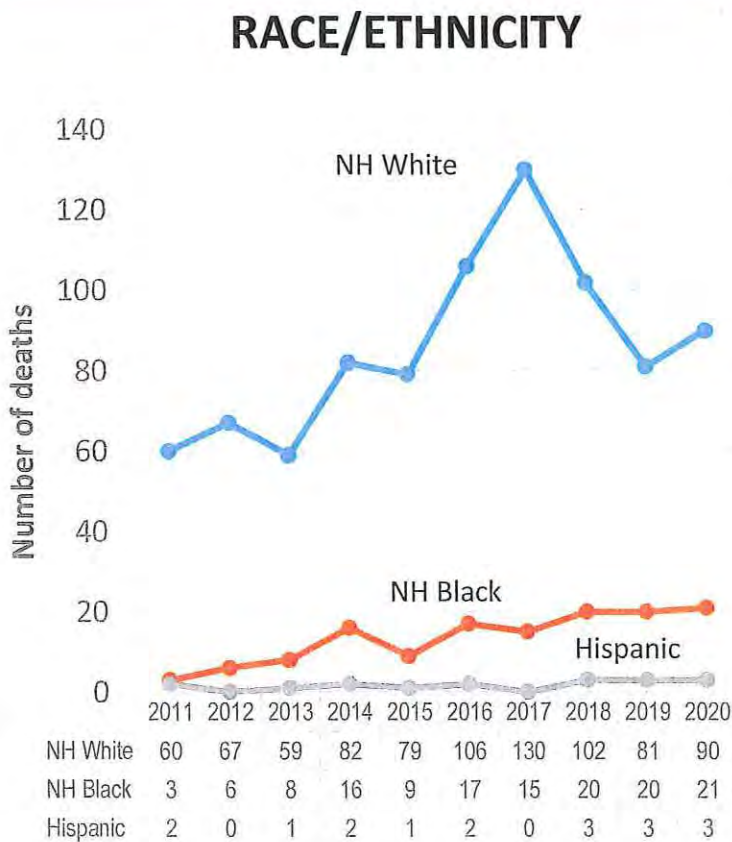
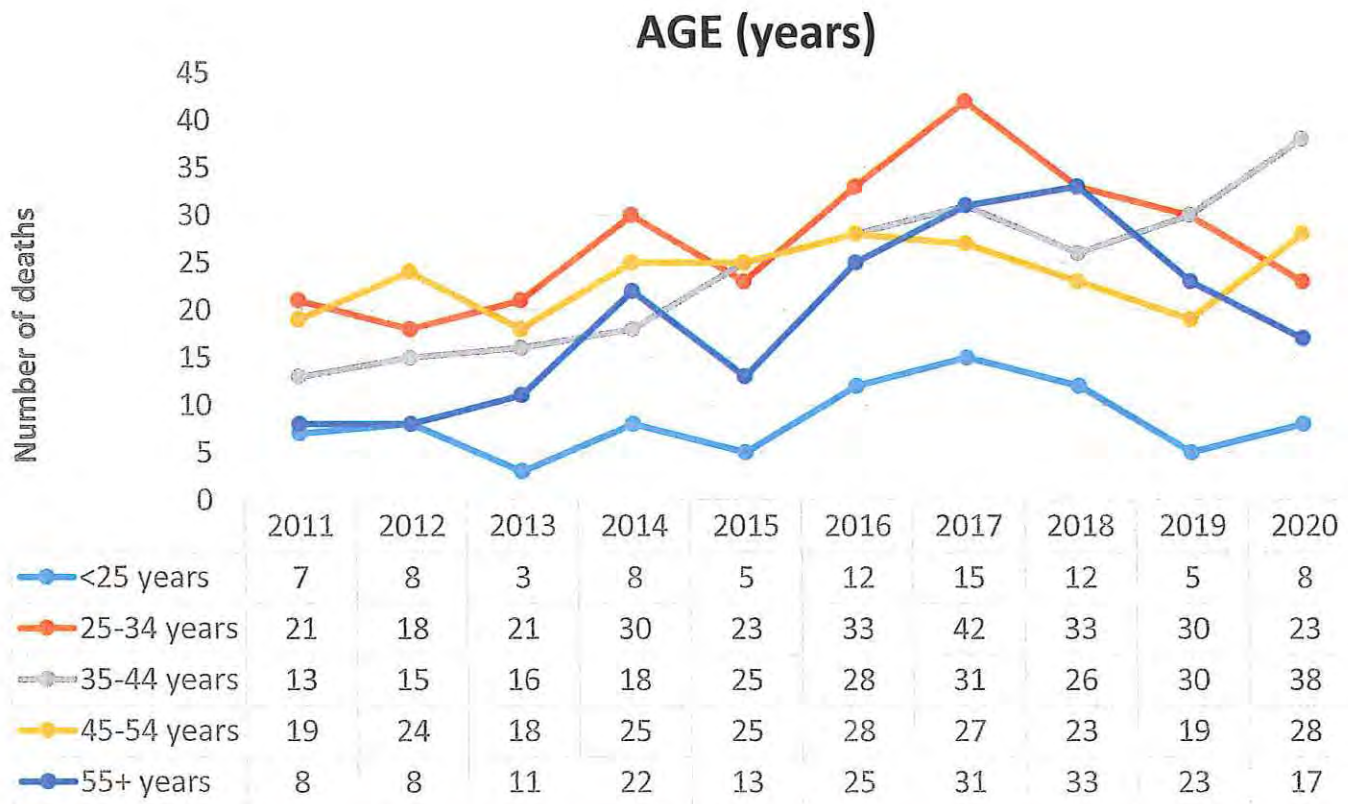
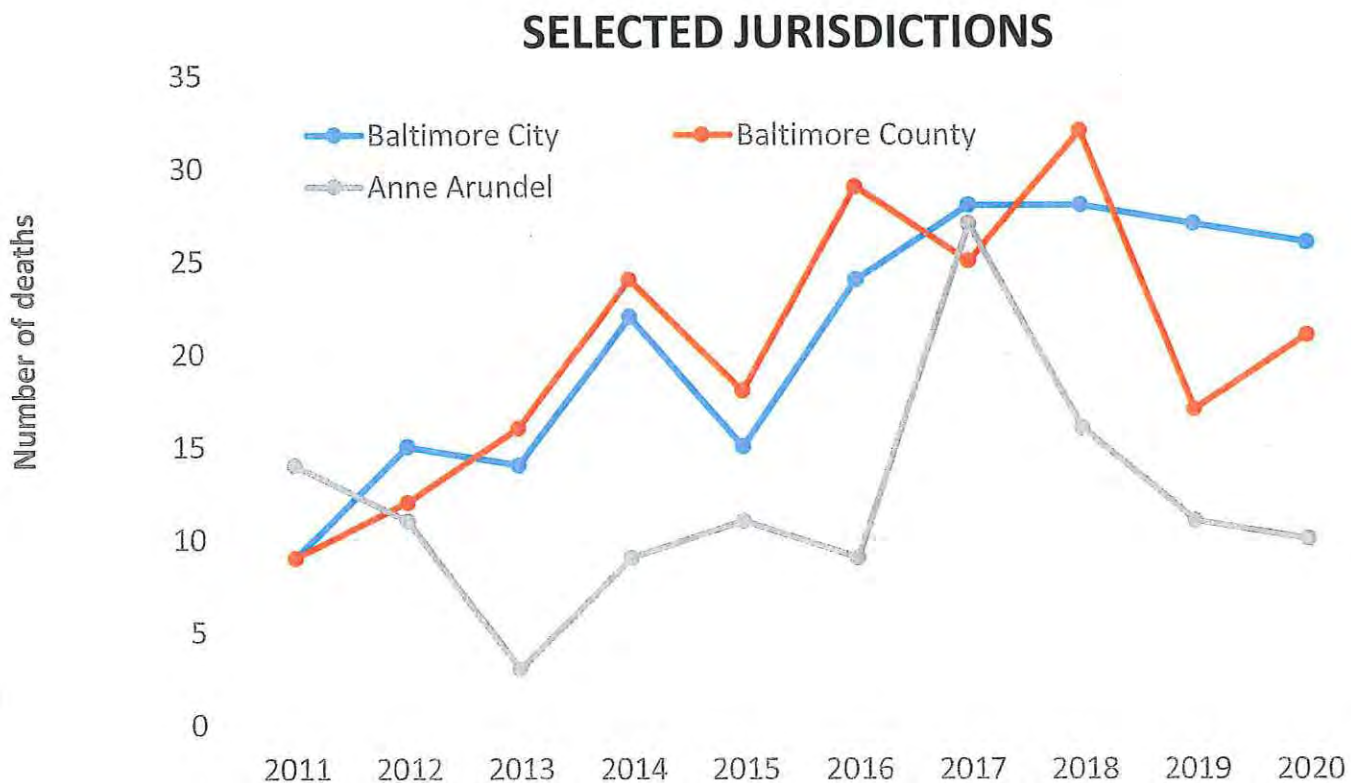
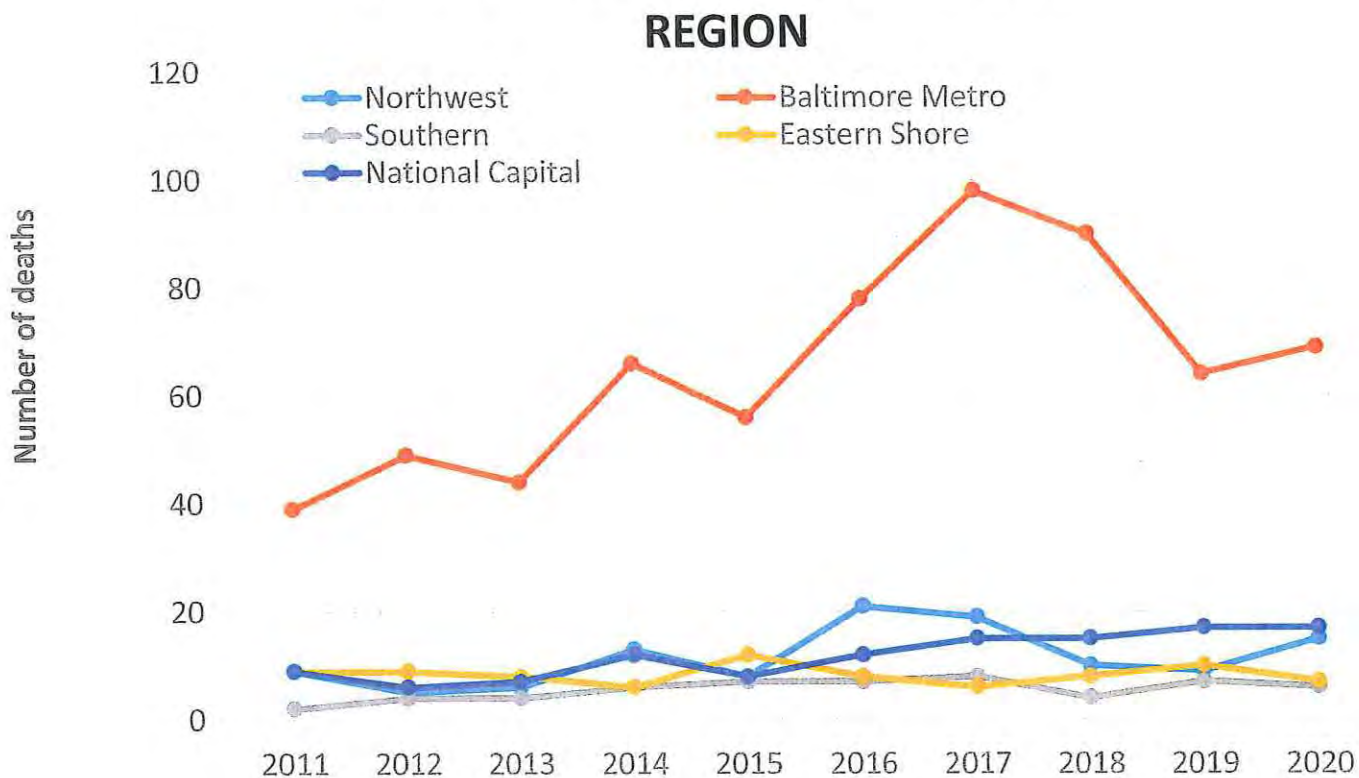


Figure 30. Number of Benzodiazepine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



PHENCYCLIDINE-RELATED DEATHS

Figure 31. Number of Phencyclidine-Related Deaths Occurring in Maryland, 2011-2020.

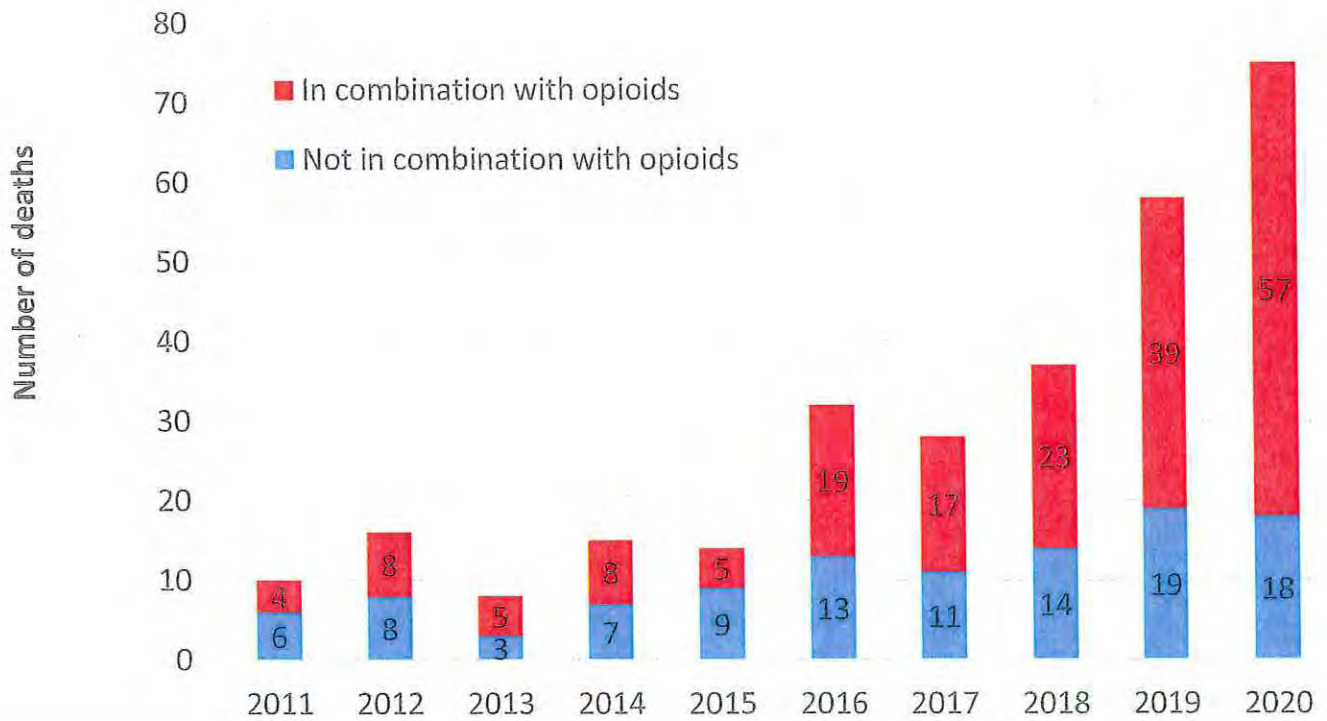


Figure 32. Number of Phencyclidine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

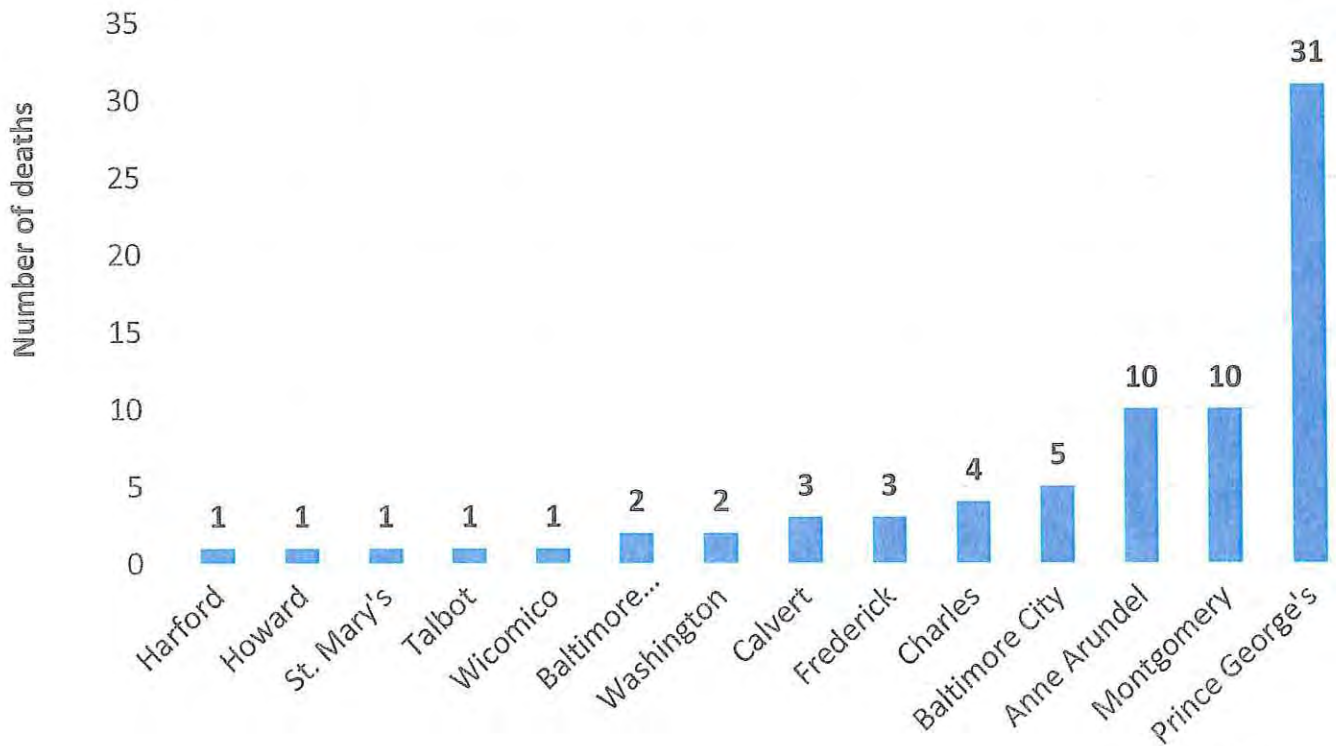
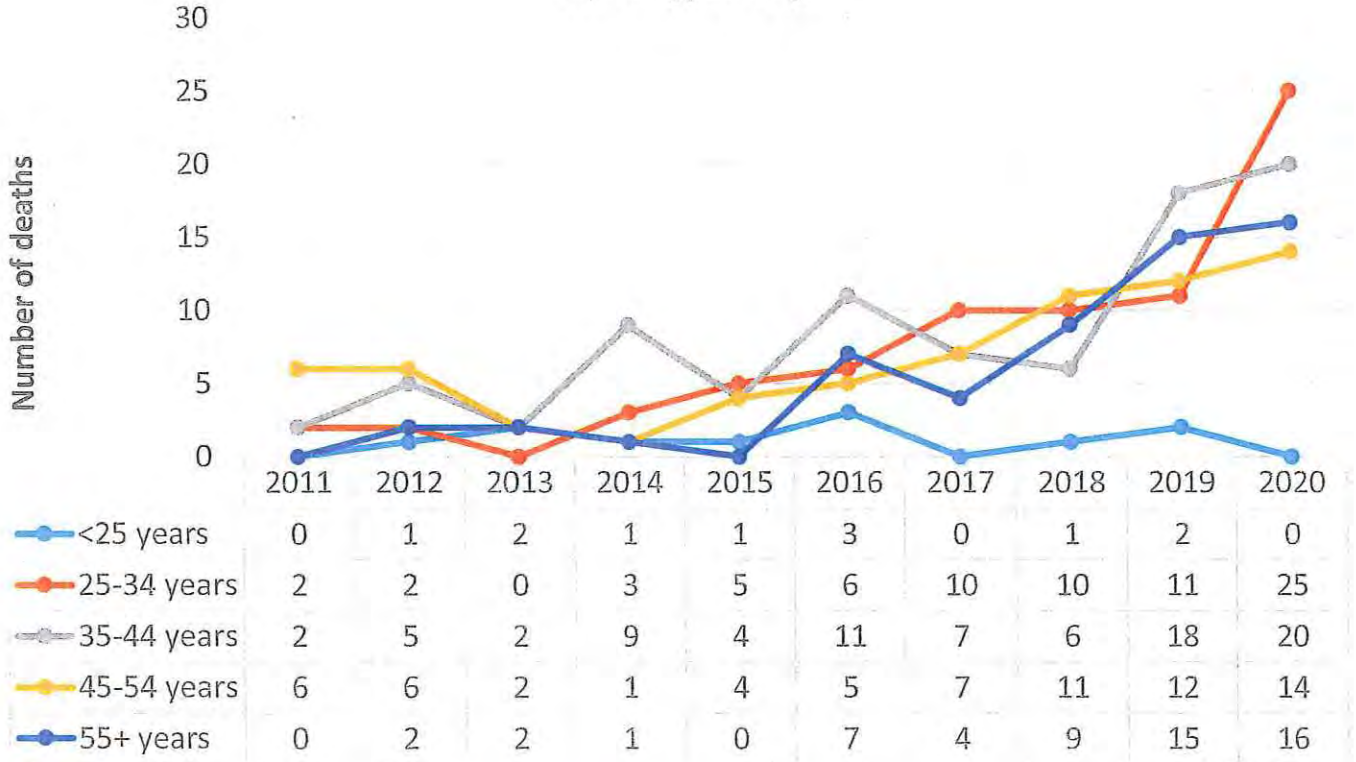
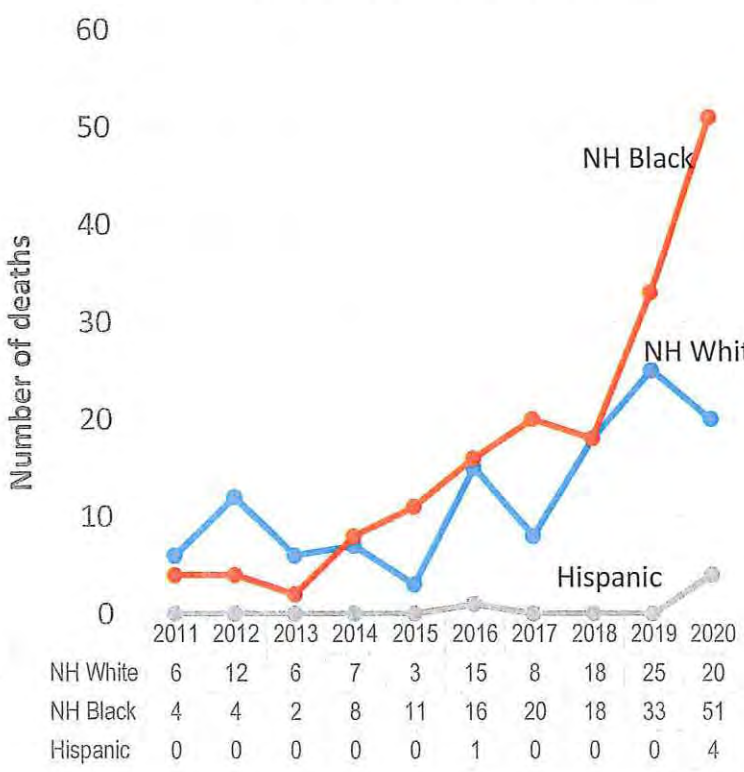


Figure 33. Number of Phencyclidine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)



RACE/ETHNICITY



GENDER

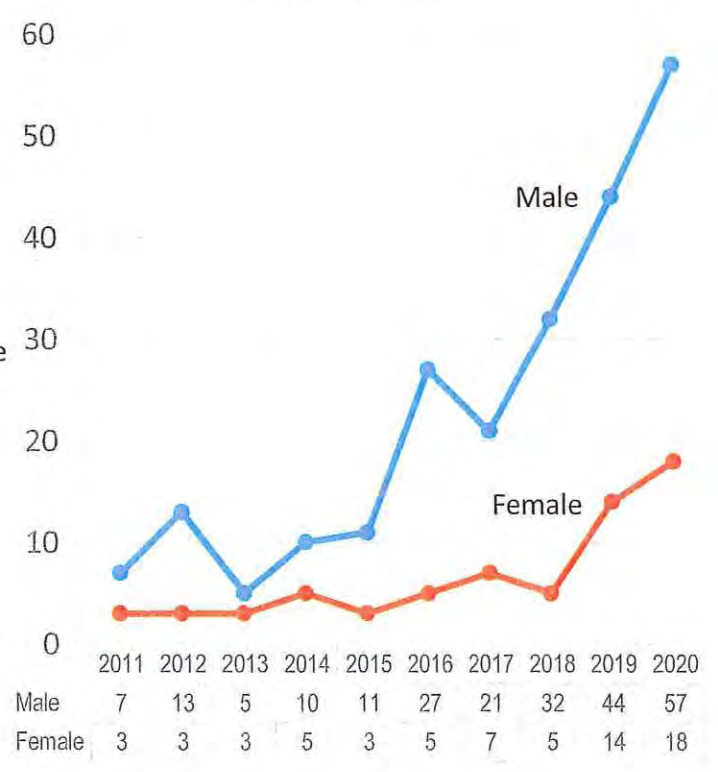
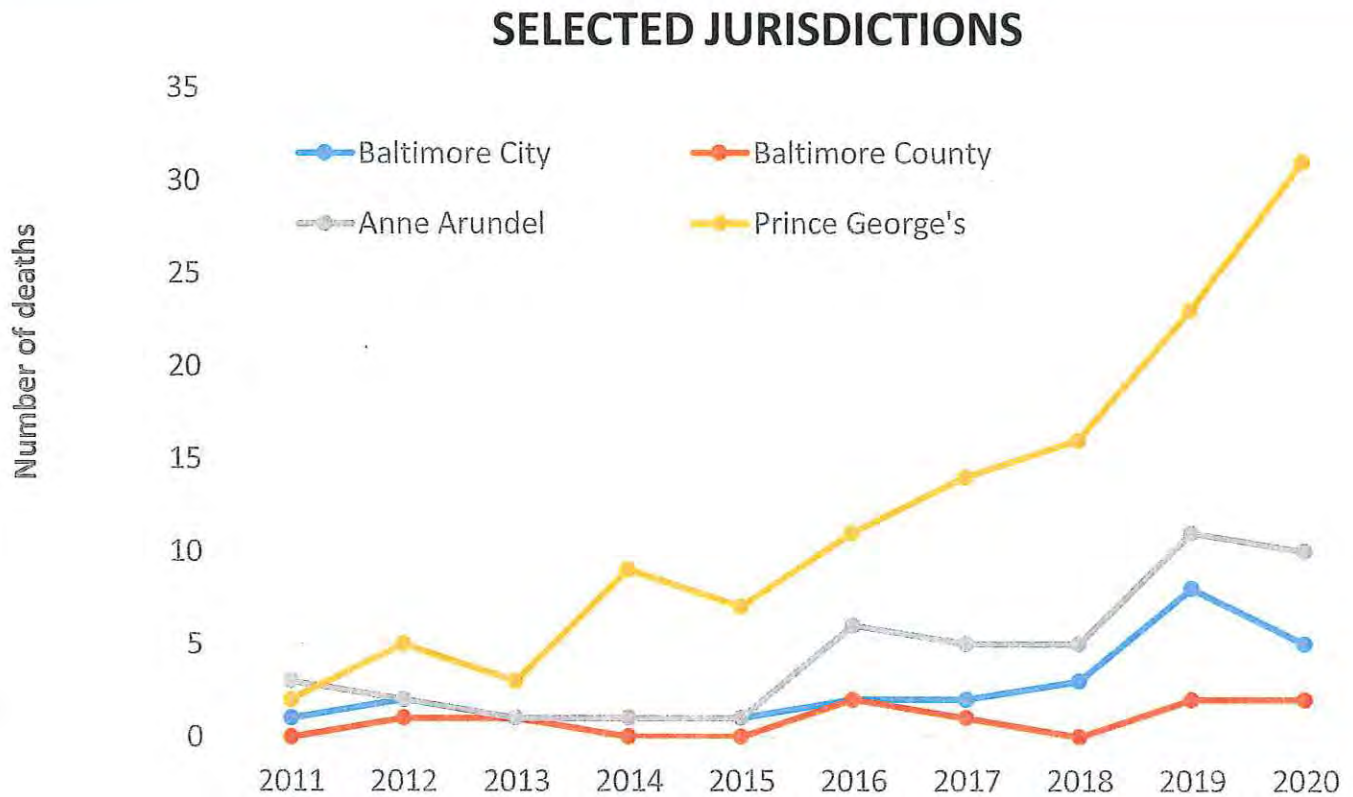
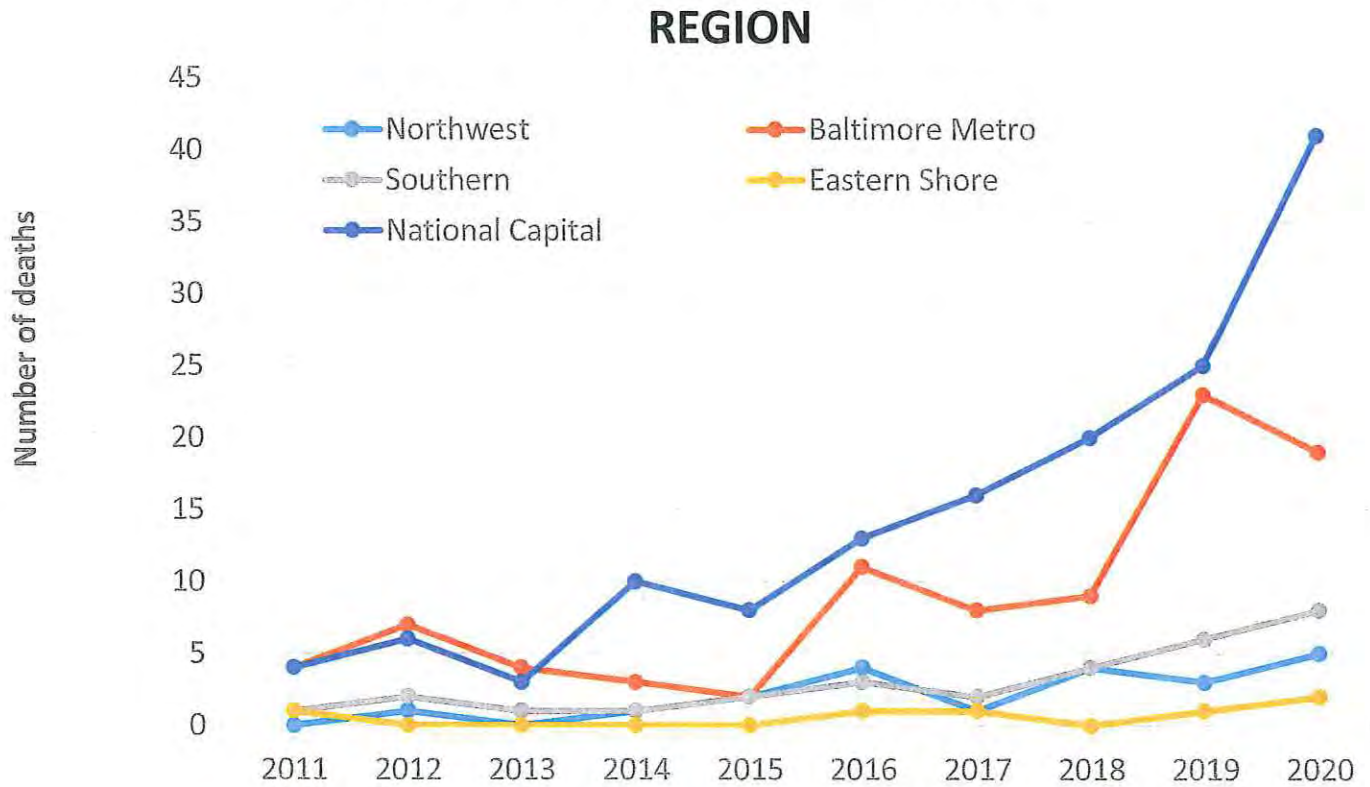


Figure 34. Number of Phencyclidine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



METHAMPHETAMINE-RELATED DEATHS

Figure 35. Number of Methamphetamine-Related Deaths Occurring in Maryland, 2011-2020.

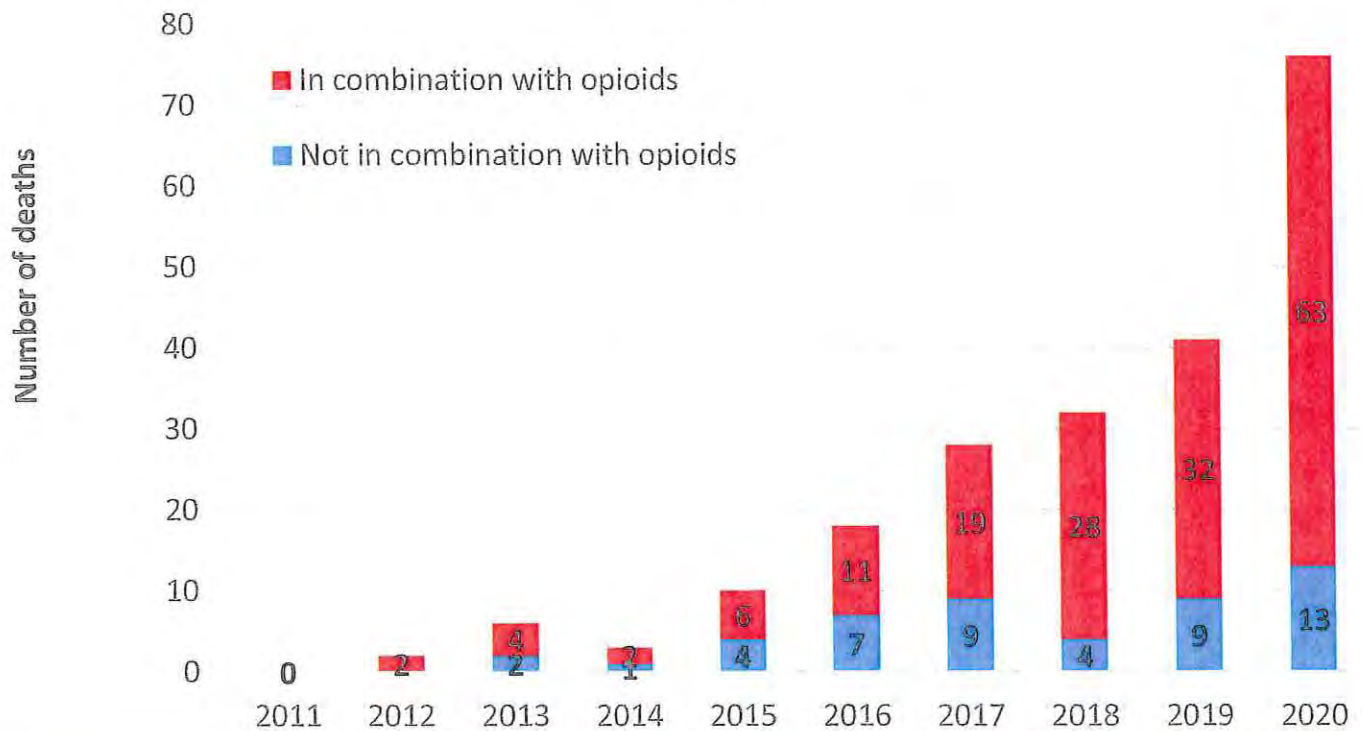


Figure 36. Number of Methamphetamine-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

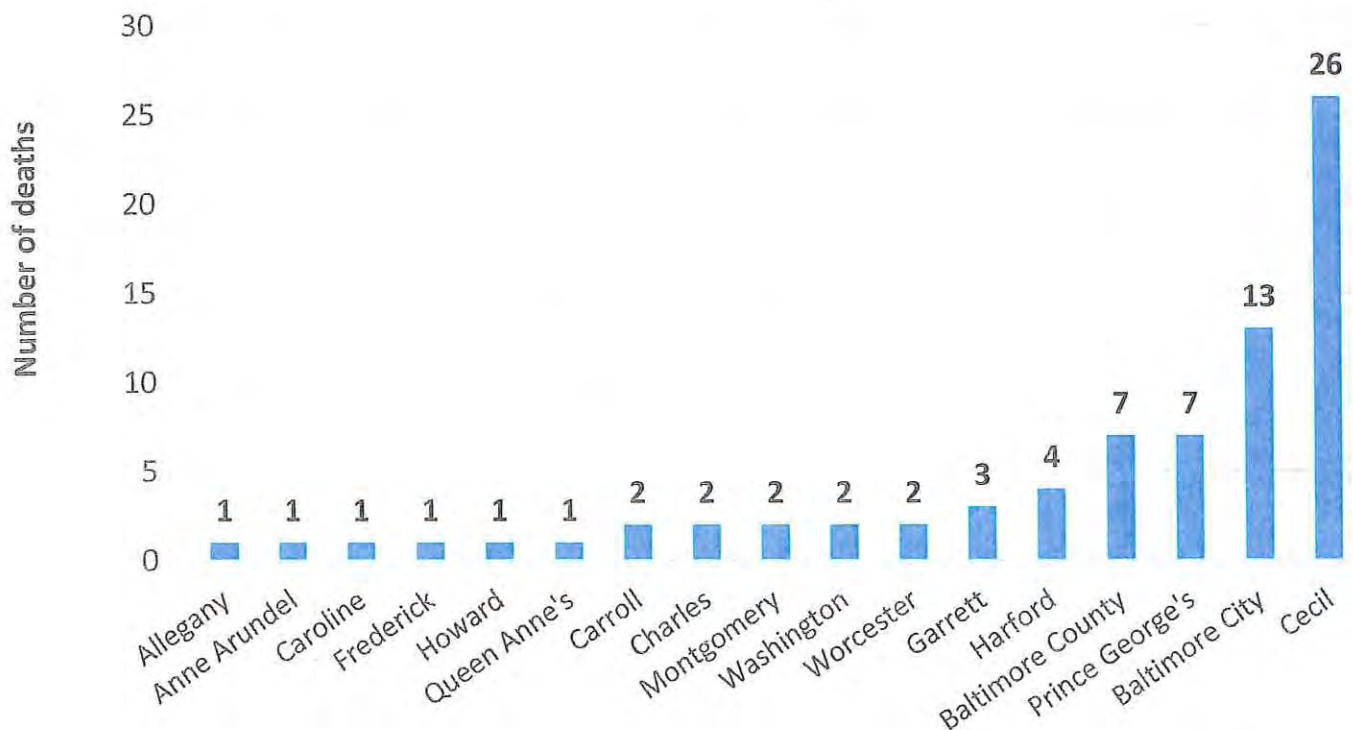
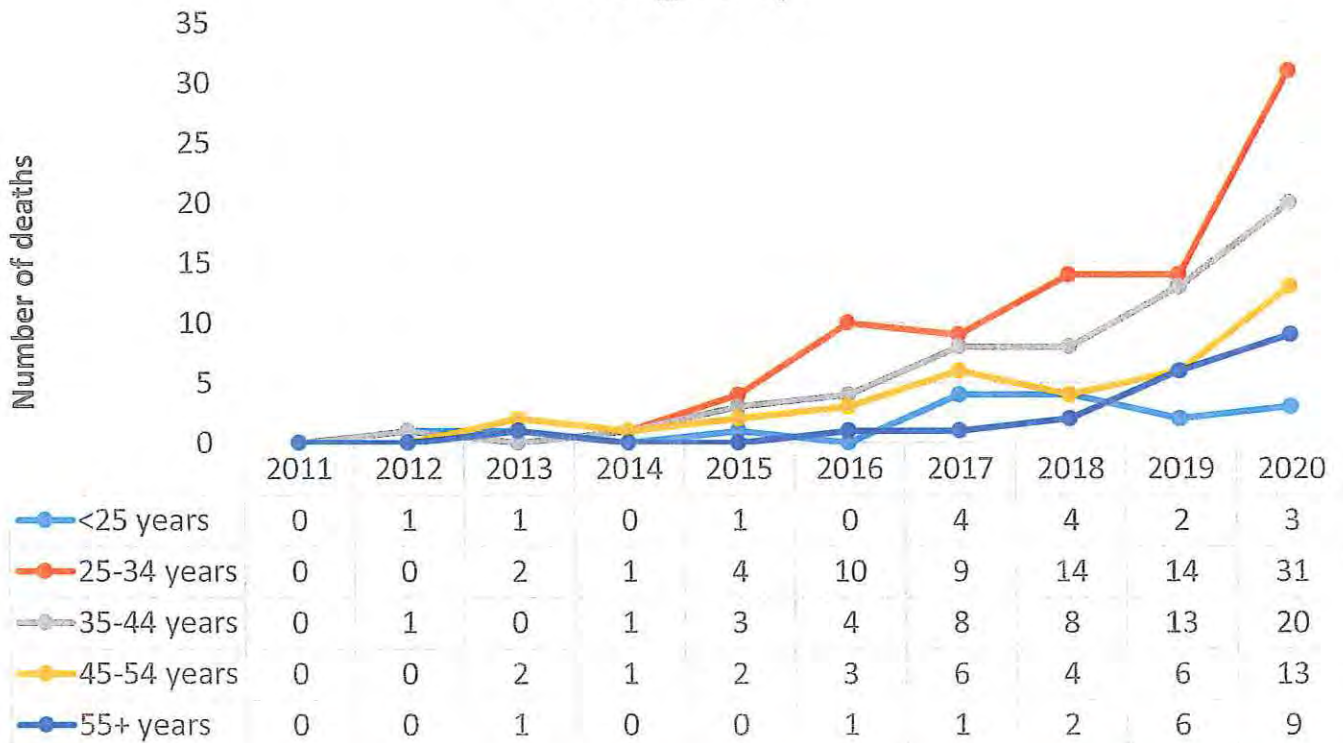


Figure 37. Number of Methamphetamine-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)



RACE/ETHNICITY

GENDER

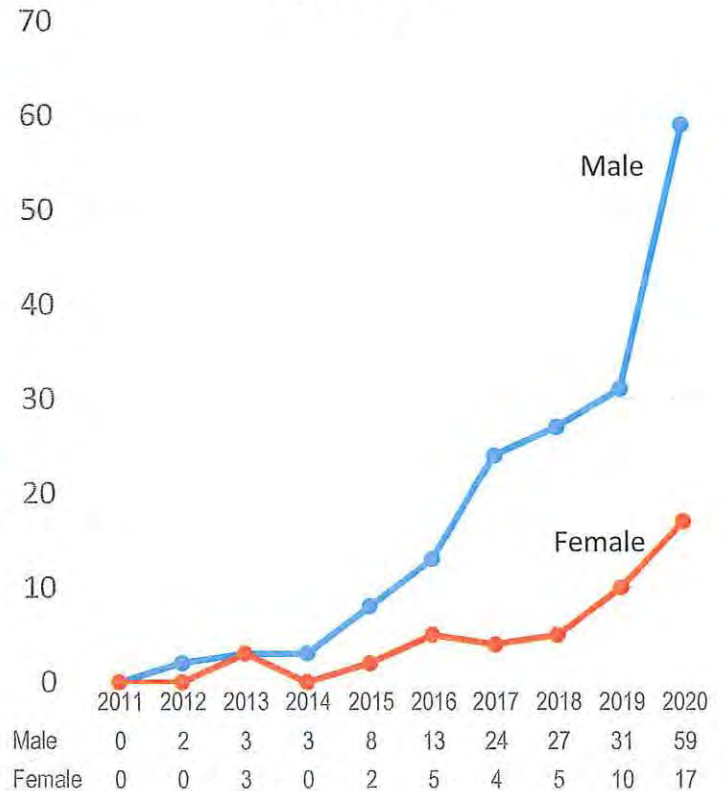
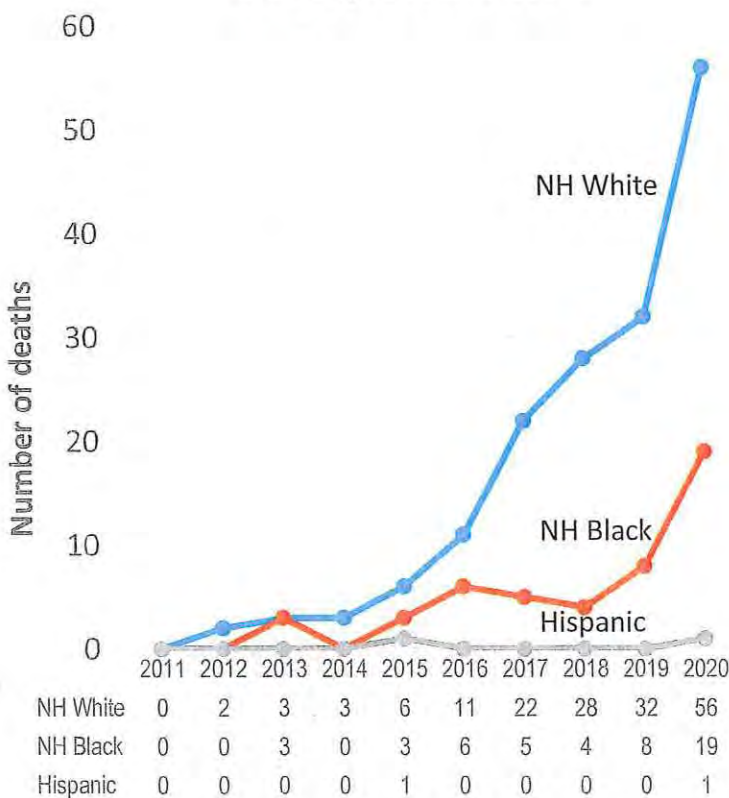
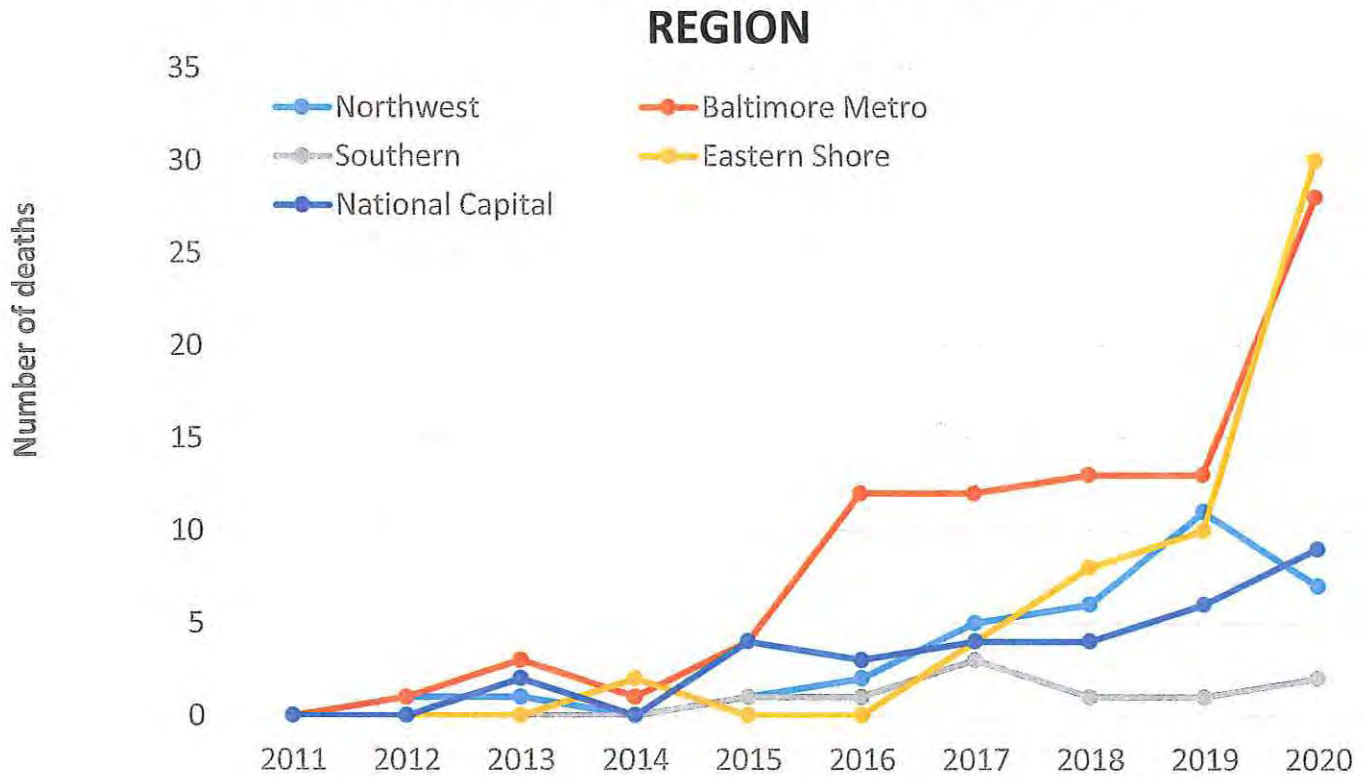
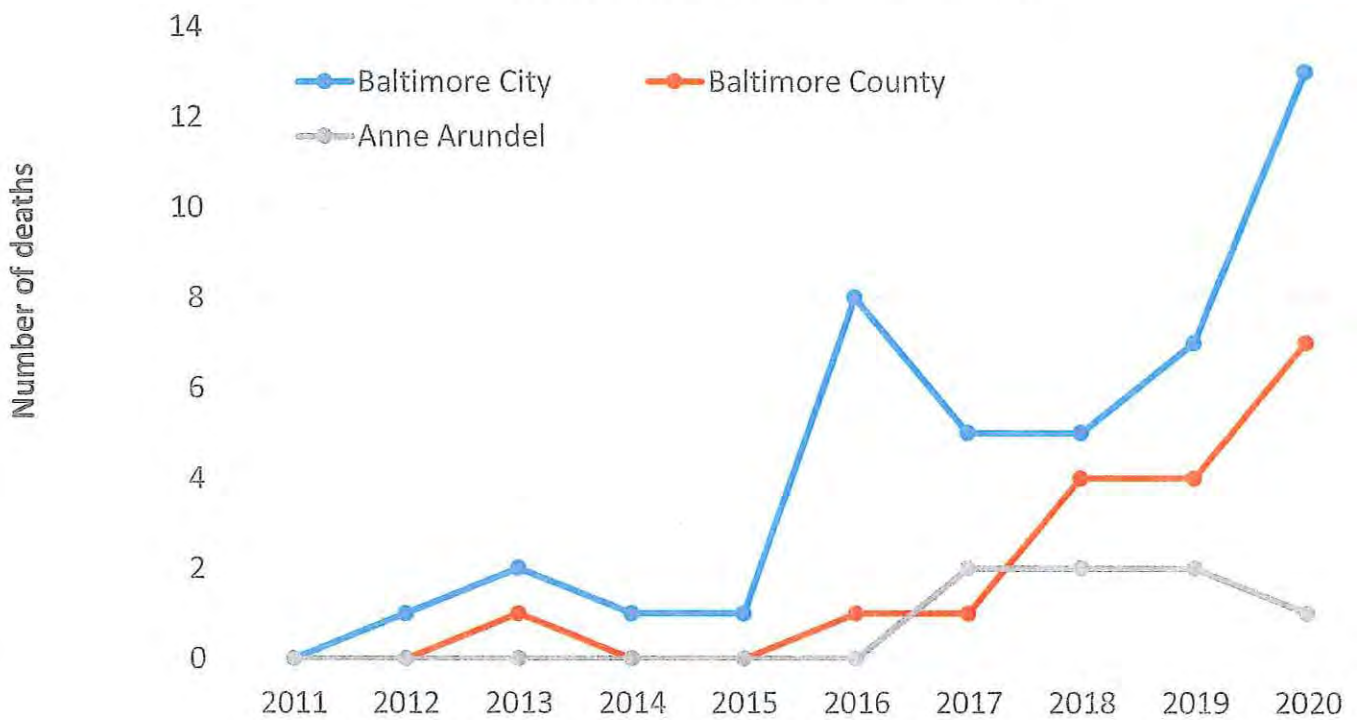


Figure 38. Number of Methamphetamine-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



SELECTED JURISDICTIONS



ALCOHOL-RELATED DEATHS

Figure 39. Number of Alcohol-Related Deaths Occurring in Maryland, 2011-2020.

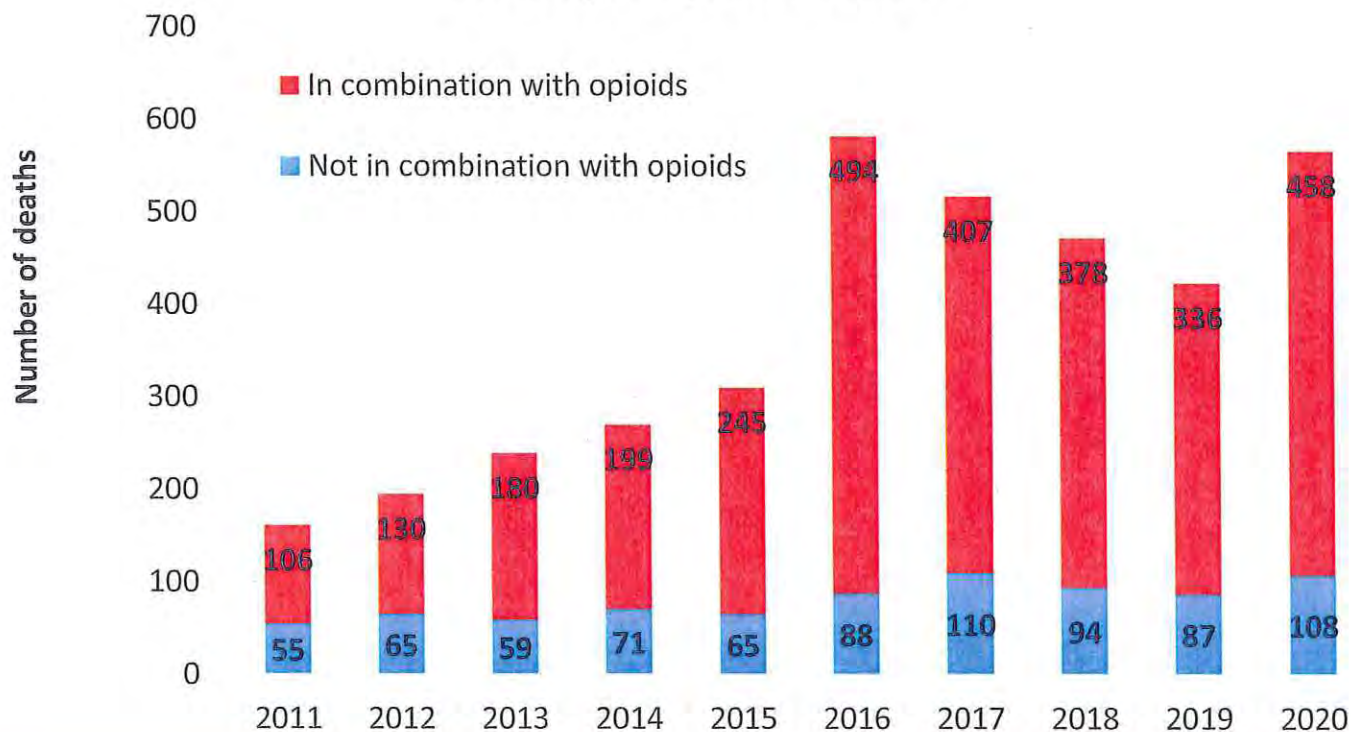


Figure 40. Number of Alcohol-Related Deaths Occurring in Maryland by Place of Occurrence, 2020.

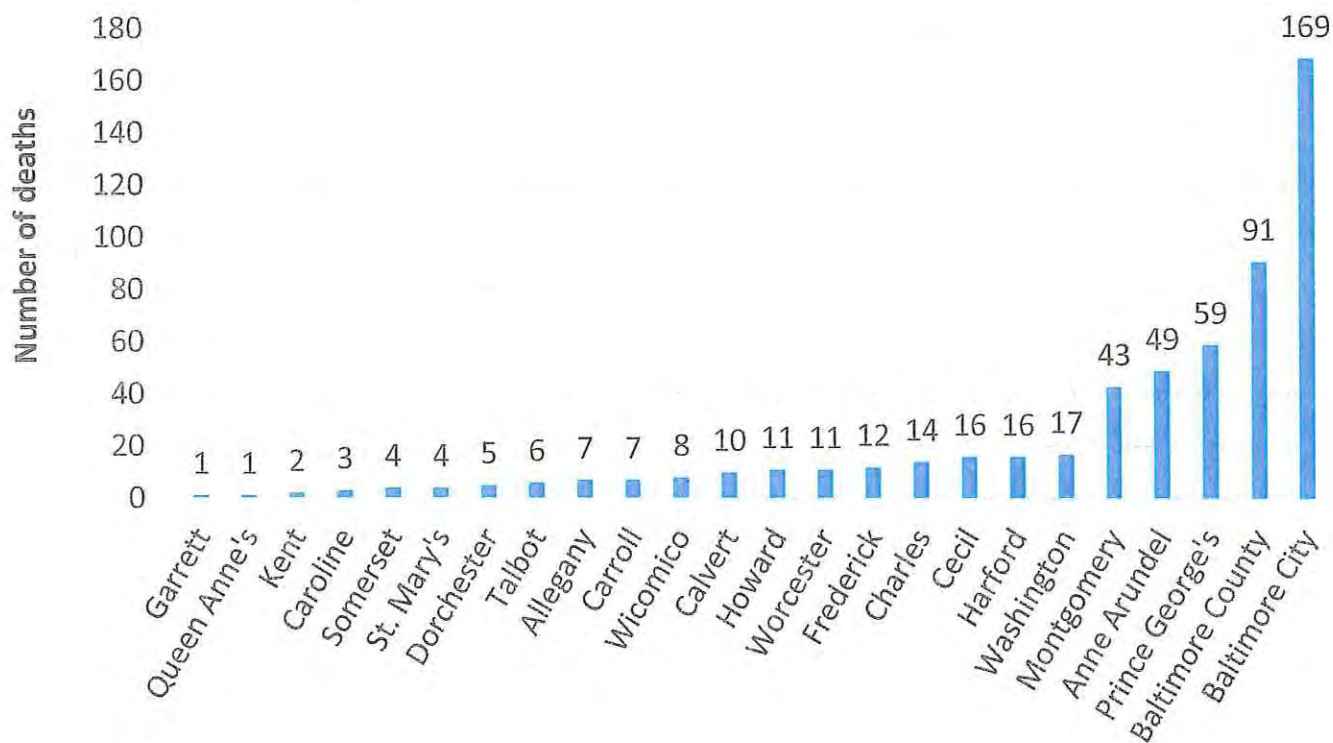
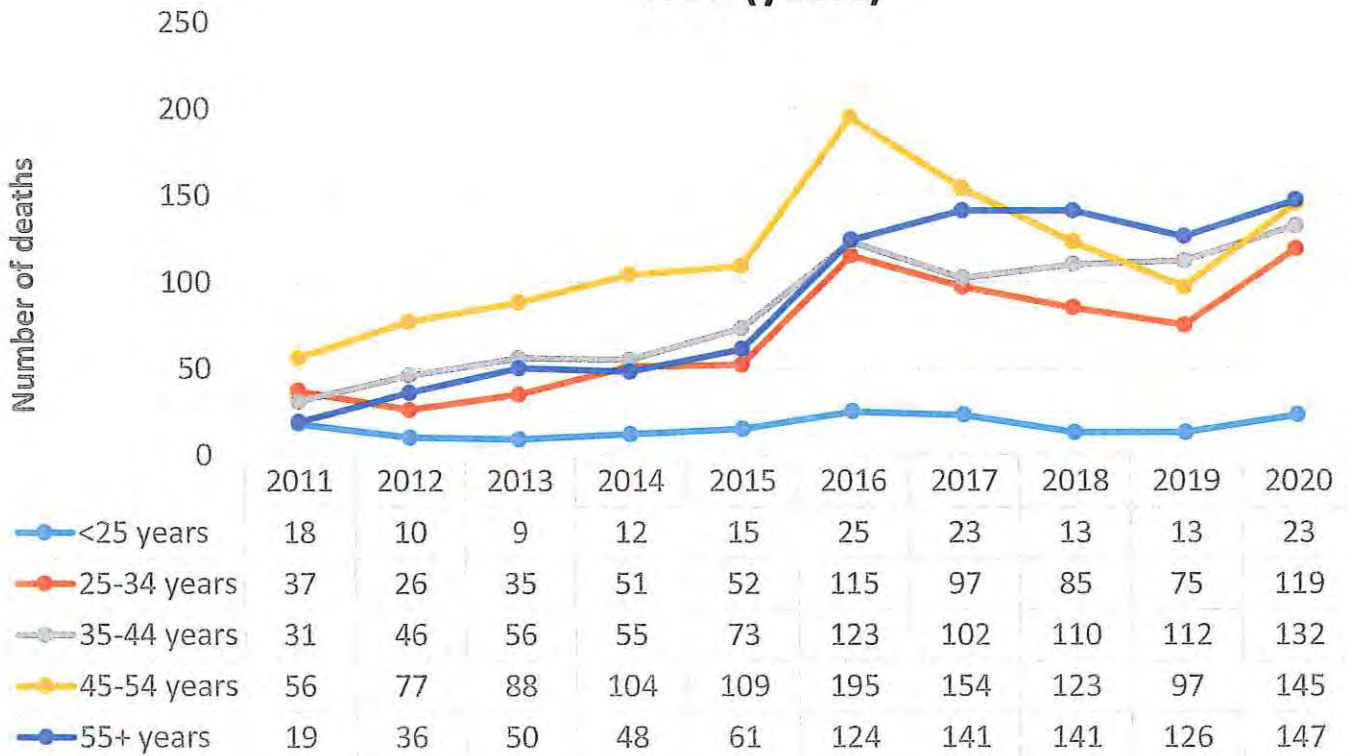
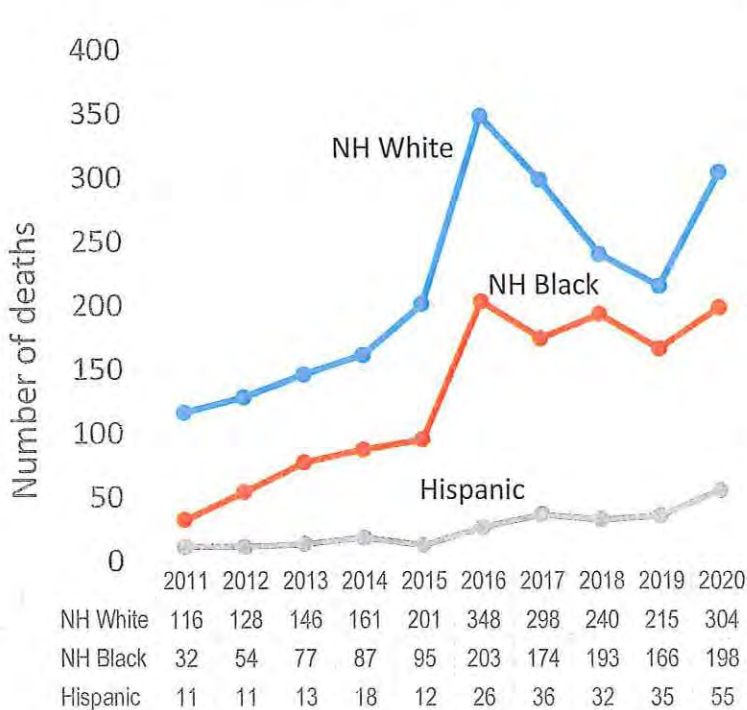


Figure 41. Number of Alcohol-Related Deaths Occurring in Maryland by Age Group, Race/Ethnicity and Gender, 2011-2020.

AGE (years)



RACE/ETHNICITY



GENDER

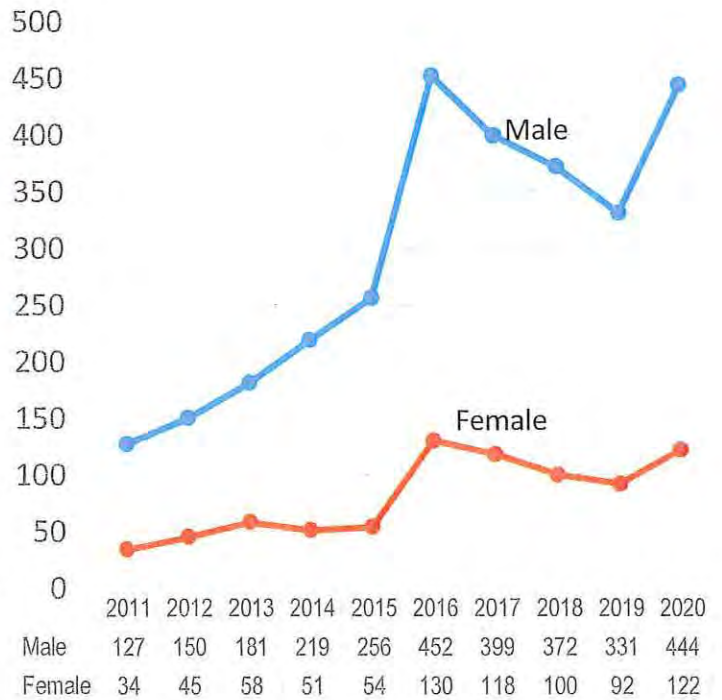
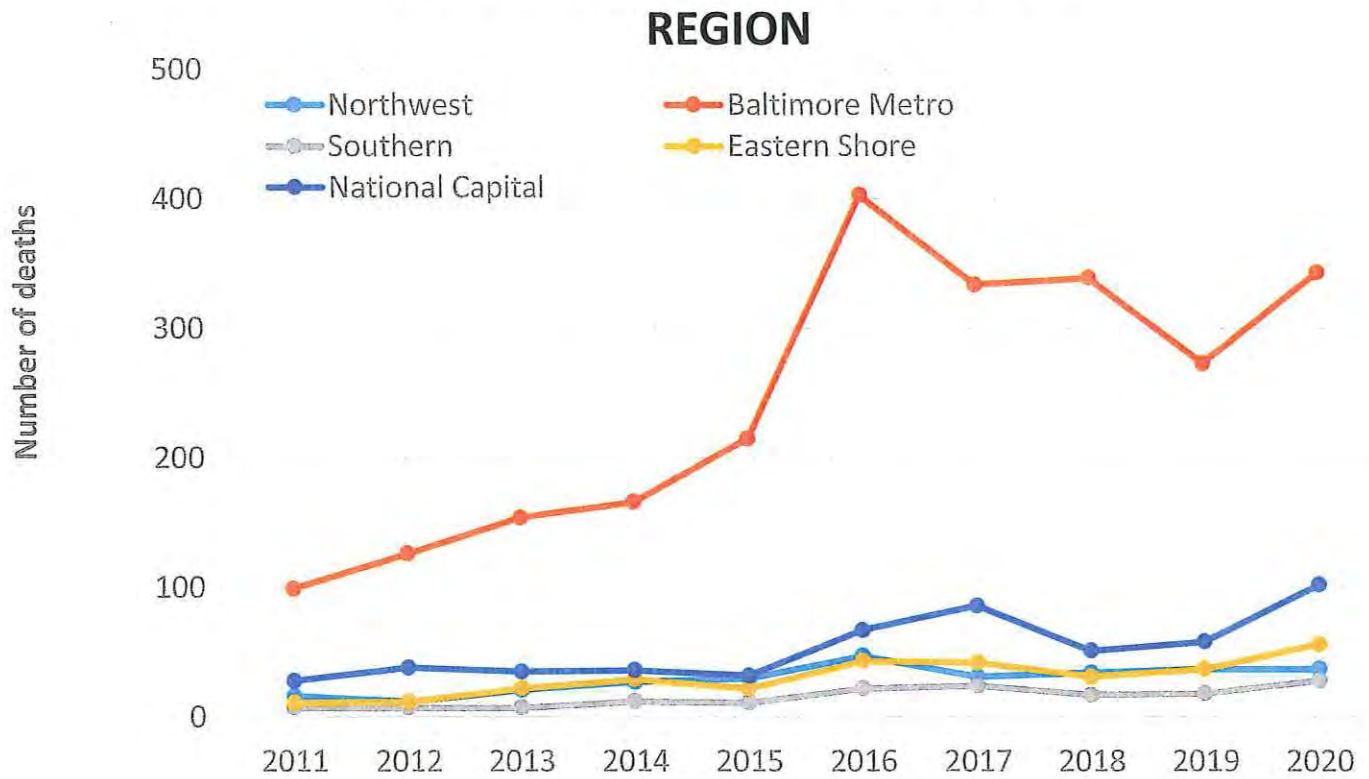
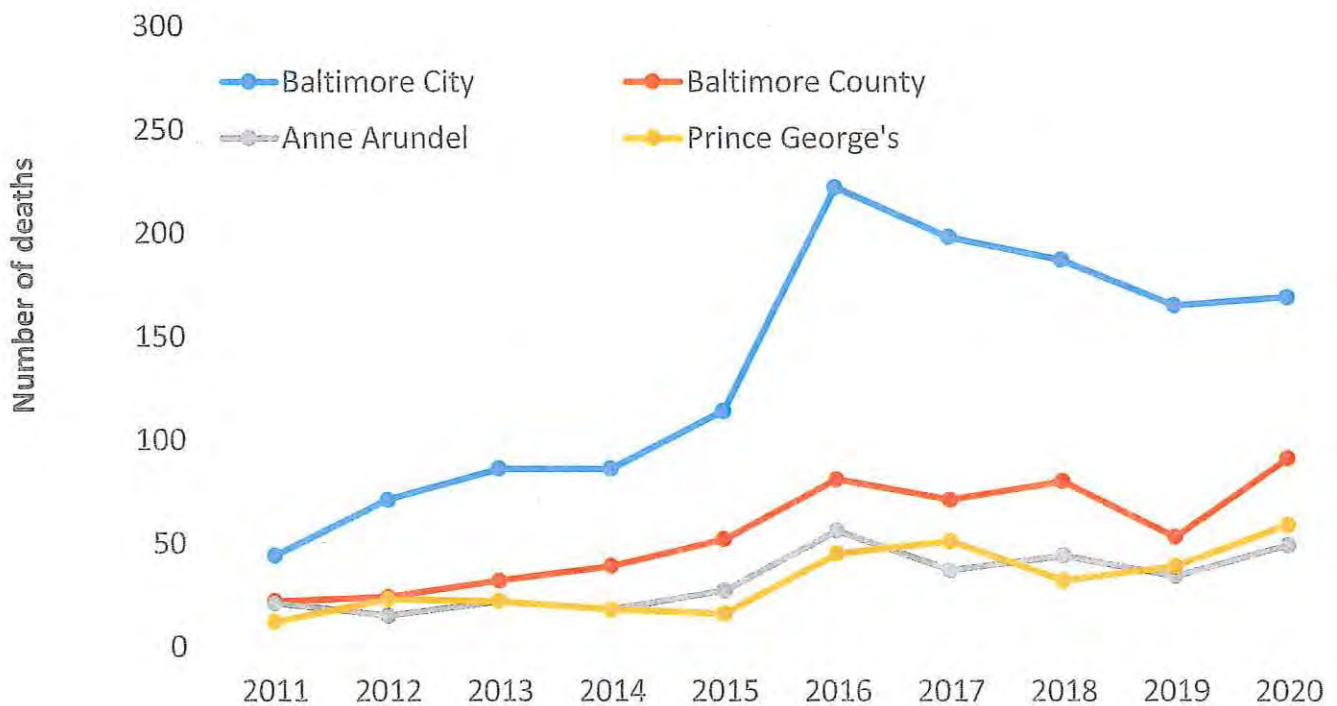


Figure 42. Number of Alcohol-Related Deaths by Place of Occurrence, Maryland, 2011-2020.



SELECTED JURISDICTIONS



DRUG COMBINATIONS

Figure 43. Number of Drug- and Alcohol-Related Intoxication Deaths Involving Opioids, 2011-2020.

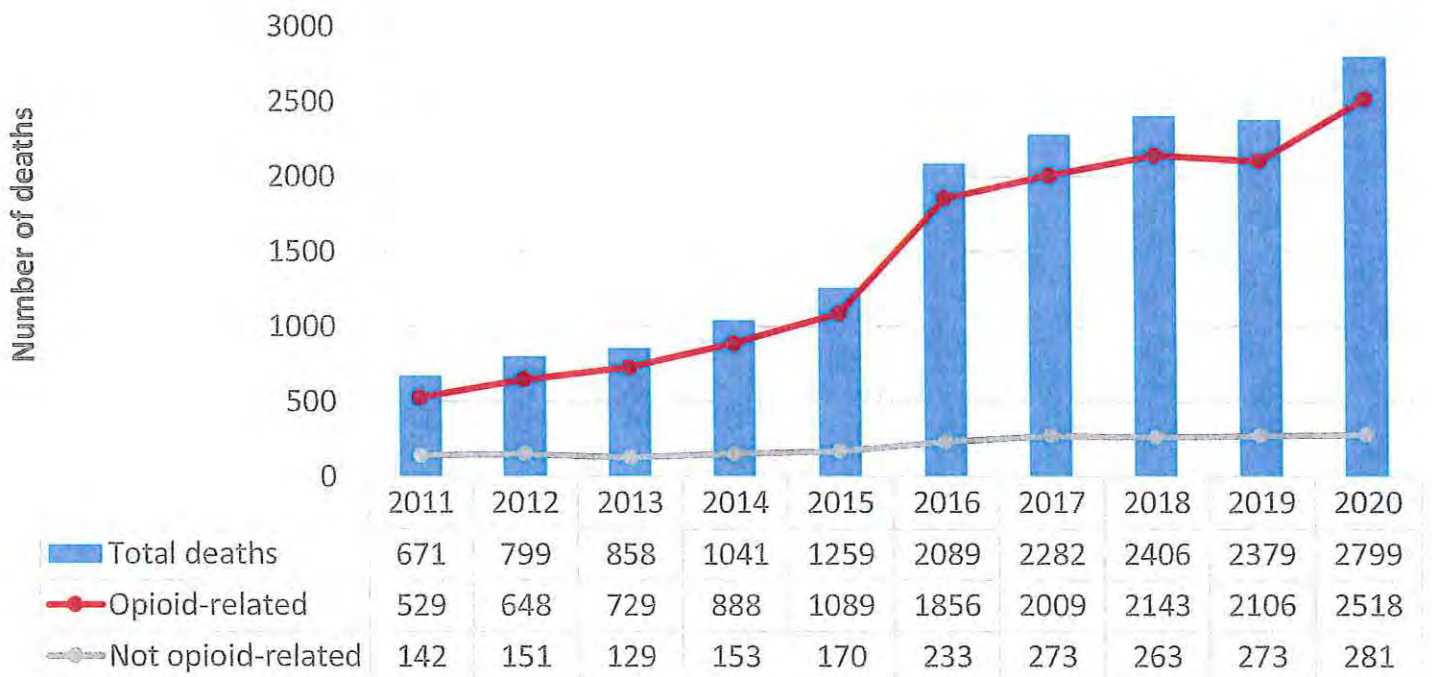


Figure 44. Number of Intoxication Deaths by Presence of Heroin and/or Fentanyl, 2011-2020.

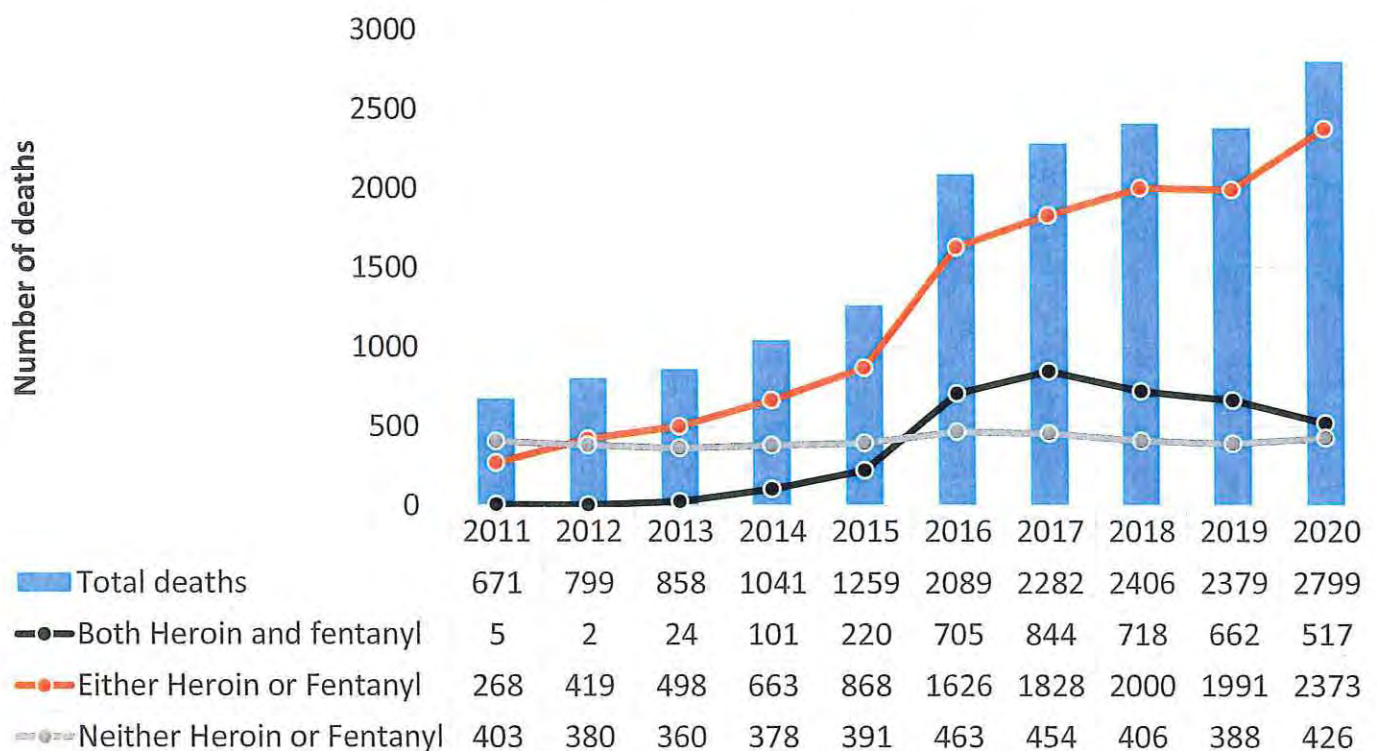


Figure 45. Number of Prescription Opioid-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

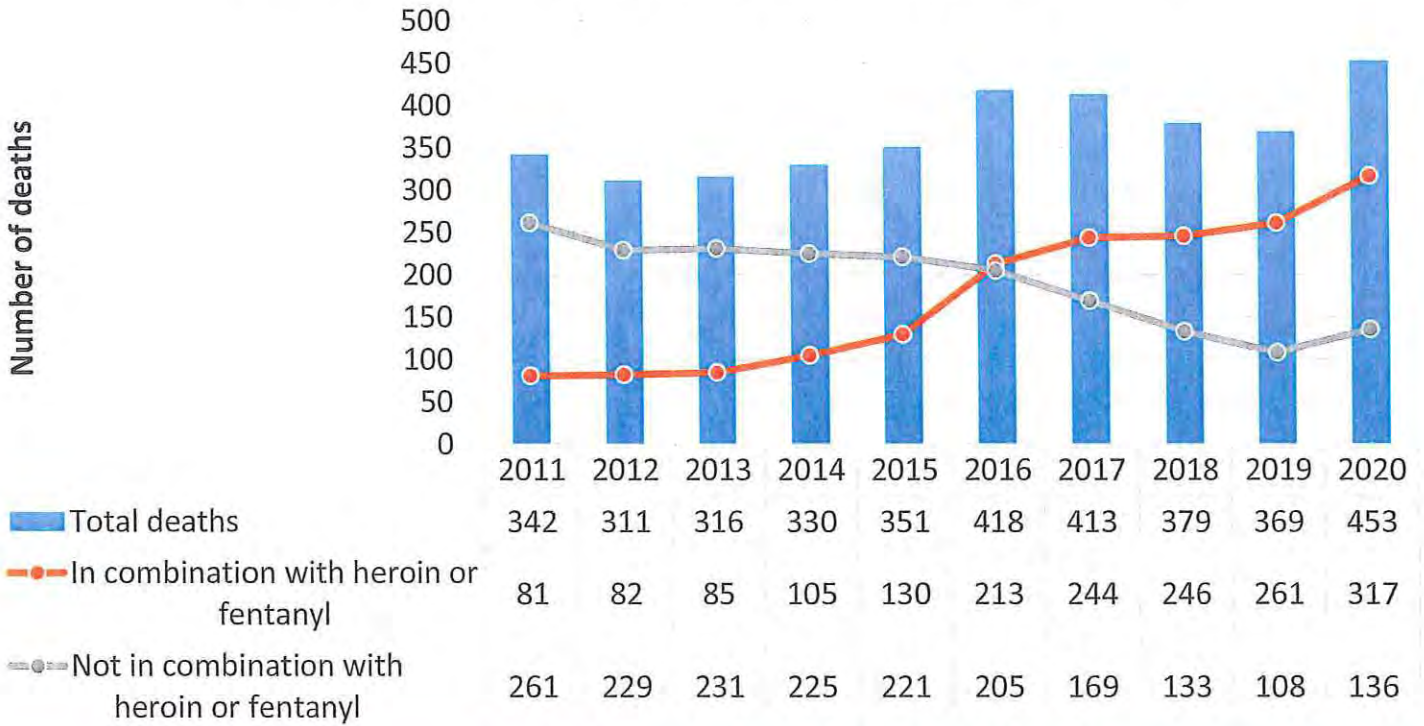


Figure 46. Number of Cocaine-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

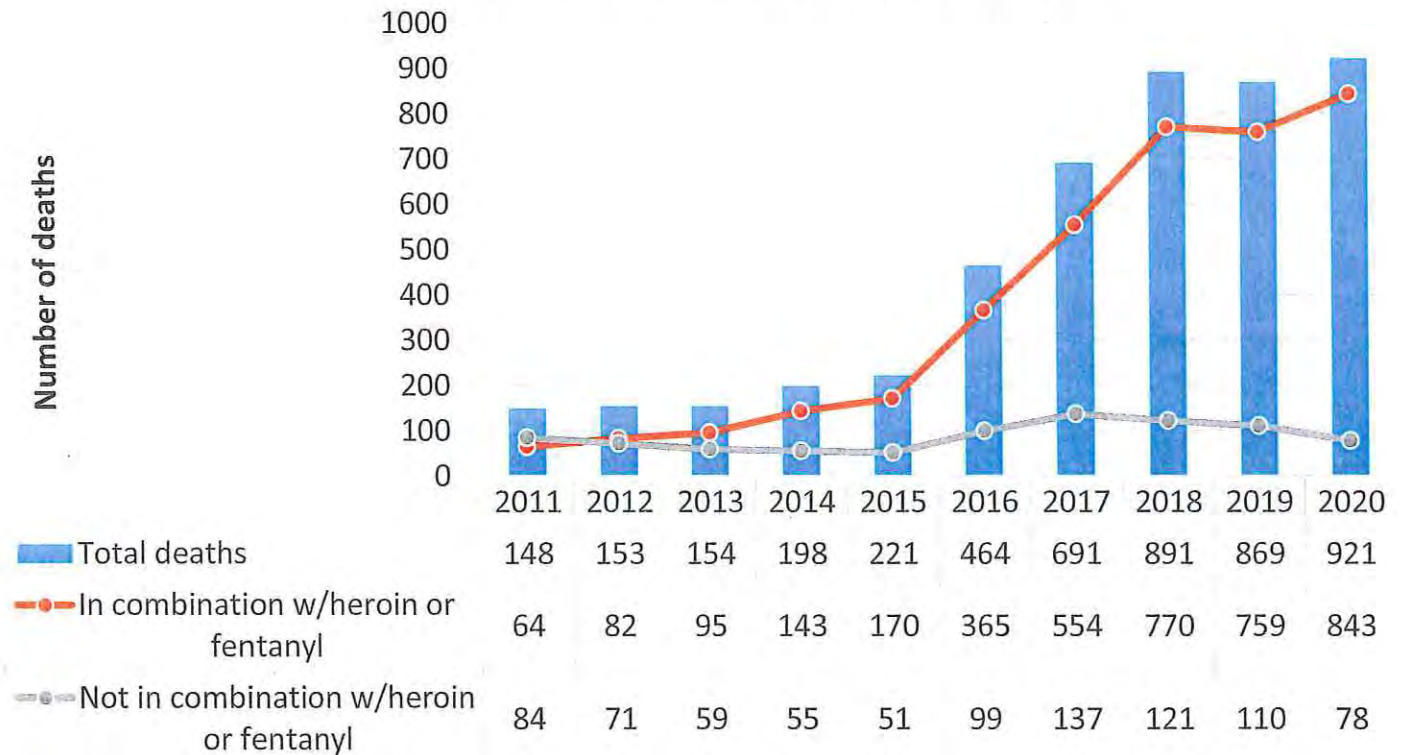


Figure 47. Number of Benzodiazepine-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

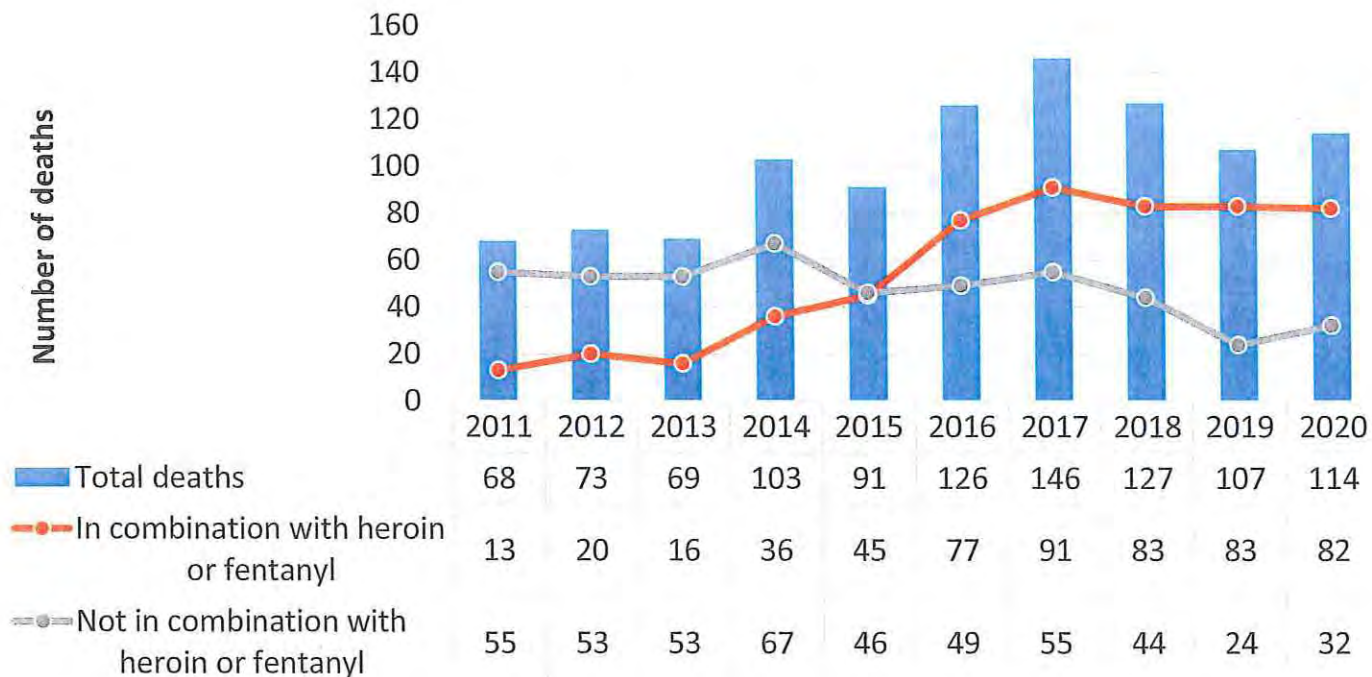


Figure 48. Number of Alcohol-Related Intoxication Deaths Involving Heroin or Fentanyl, 2011-2020.

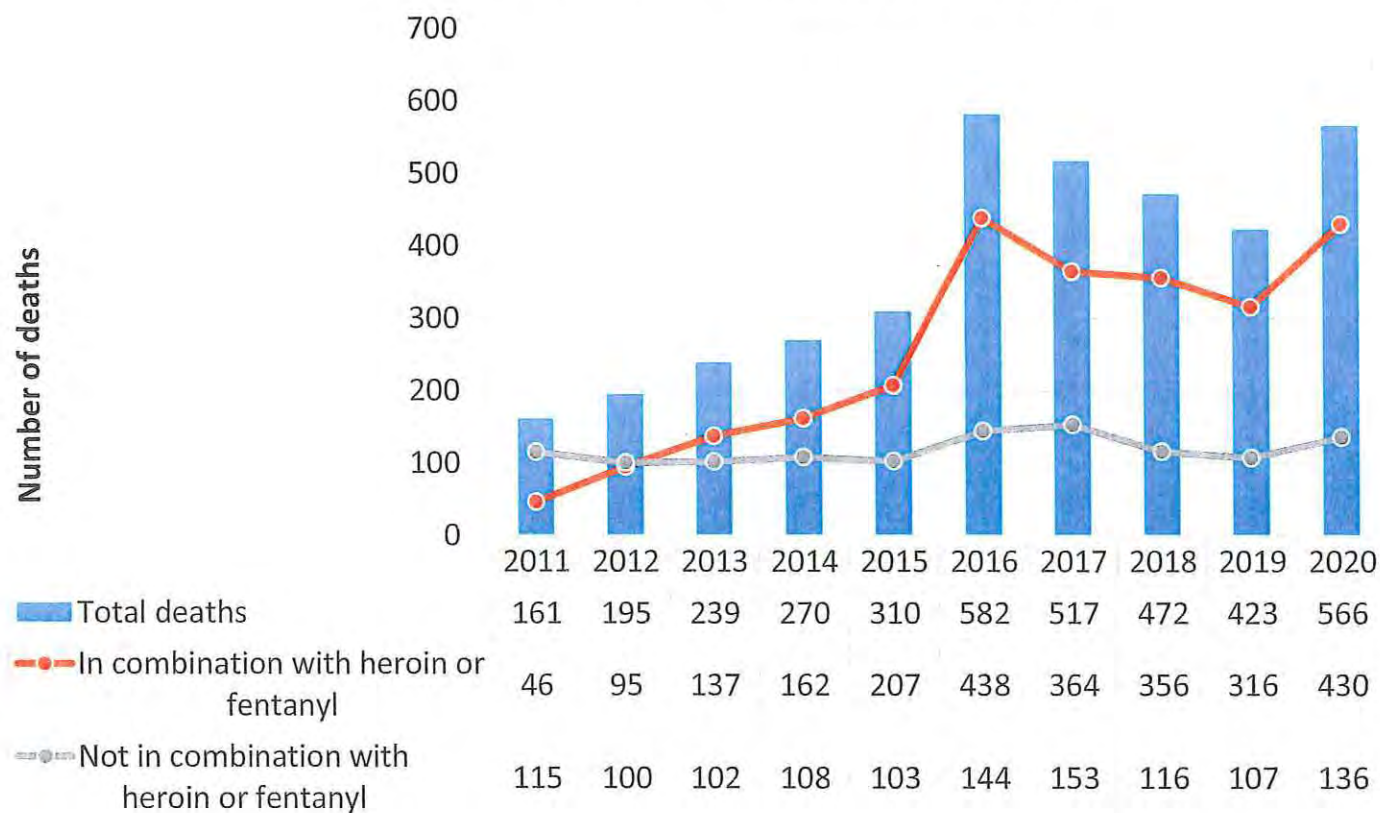


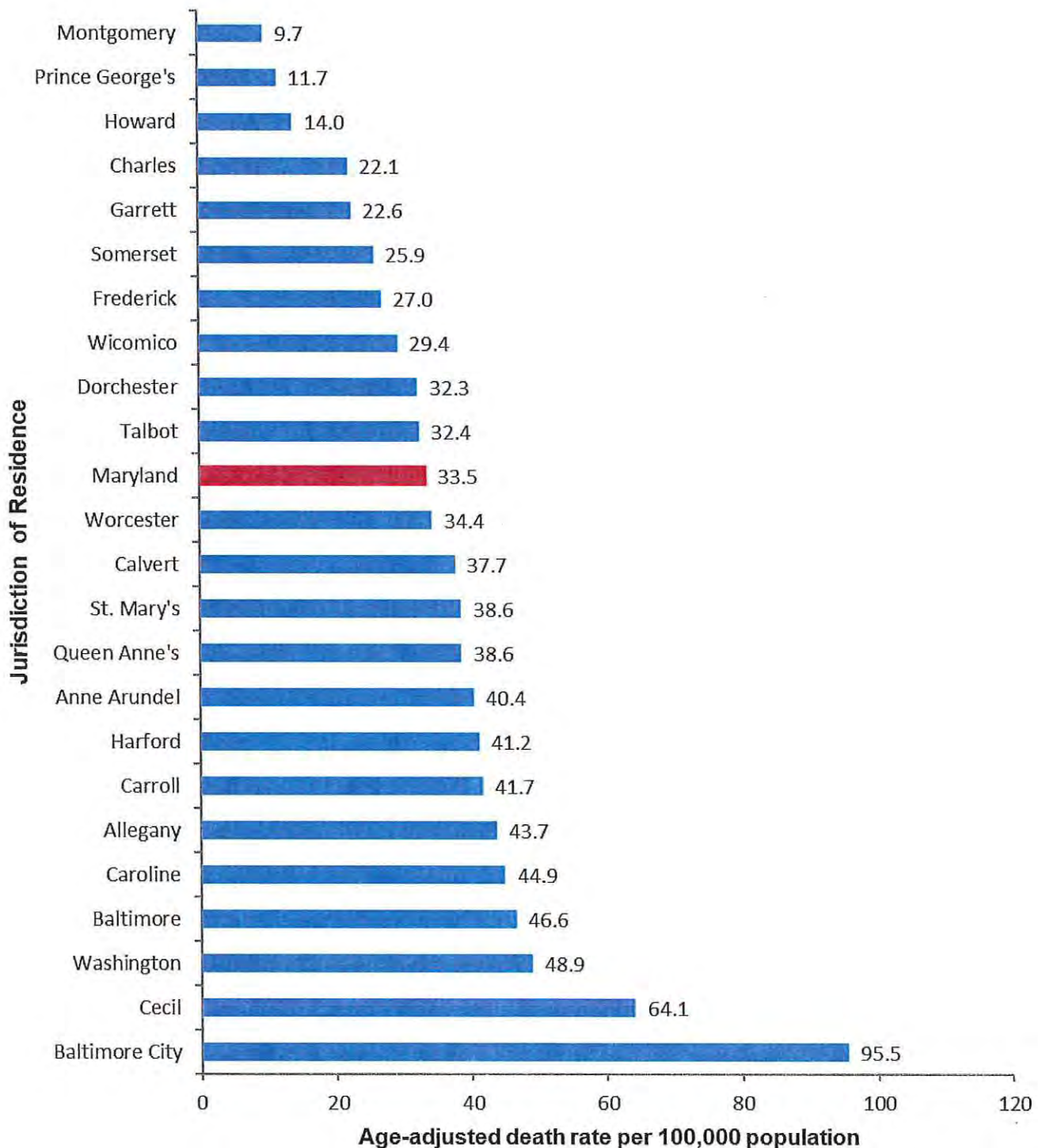
Figure 49. Combinations of Substances Related to Unintentional Drug-and Alcohol-Related Intoxication Deaths, Maryland, 2020

		Number	Percent
Fentanyl			
	Total	2342	
	In combination		
	With cocaine	835	35.7
	With heroin	517	22.1
	With alcohol	425	18.1
	With prescription opioids	309	13.2
	With benzodiazepines	81	3.5
	With methamphetamine	61	2.6
	With phencyclidine	54	2.3
Cocaine			
	Total	921	
	In combination		
	With fentanyl	835	90.7
	With heroin	208	22.6
	With alcohol	152	16.5
	With prescription opioids	110	11.9
	With benzodiazepines	25	2.7
	With phencyclidine	21	2.3
	With methamphetamine	18	2.0
Heroin			
	Total	548	
	In combination		
	With fentanyl	517	94.3
	With cocaine	208	38.0
	With prescription opioids	106	19.3
	With alcohol	64	11.7
	With benzodiazepines	27	4.9
	With phencyclidine	15	2.7
	With methamphetamine	12	2.2
Prescription opioids			
	Total	453	
	In combination		
	With fentanyl	309	68.2
	With cocaine	110	24.3
	With heroin	106	23.4
	With alcohol	55	12.1
	With benzodiazepines	43	9.5
	With methamphetamine	8	1.8
	With phencyclidine	4	0.9

Figure 49. Combinations of Substances Related to Unintentional Drug-and Alcohol-Related Intoxication Deaths, Maryland, 2020 - Continued

		Number	Percent
Alcohol			
	Total	566	
	In combination		
	With fentanyl	425	75.1
	With cocaine	152	26.9
	With heroin	64	11.3
	With prescription opioids	55	9.7
	With phencyclidine	20	3.5
	With benzodiazepines	18	3.2
	With methamphetamine	8	1.4
Benzodiazepines			
	Total	114	
	In combination		
	With fentanyl	81	71.1
	With prescription opioids	43	37.7
	With heroin	27	23.7
	With cocaine	25	21.9
	With alcohol	18	15.8
	With methamphetamine	3	2.6
	With phencyclidine	2	1.8
Phencyclidine			
	Total	75	
	In combination		
	With fentanyl	54	72.0
	With cocaine	21	28.0
	With alcohol	20	26.7
	With heroin	15	20.0
	With prescription opioids	4	5.3
	With benzodiazepines	2	2.7
	With methamphetamine	1	1.3
Methamphetamine			
	Total	76	
	In combination		
	With fentanyl	61	80.3
	With cocaine	18	23.7
	With heroin	12	15.8
	With alcohol	8	10.5
	With prescription opioids	8	10.5
	With benzodiazepines	3	3.9
	With phencyclidine	1	1.3

Figure 50. Age-Adjusted Mortality Rates^{1,2} for Total Unintentional Intoxication Deaths by Place of Residence,³ Maryland, 2017-2019.



¹Age-adjusted to the 2000 U.S. standard population by the direct method.

²Since age-adjusted rates based on fewer than 20 deaths are considered unreliable, rates are only shown for jurisdictions with 20 or more intoxication deaths over the five-year period.

³Rates are based on place of residence, not place of occurrence.

TABLES

TABLE 1. TOTAL NUMBER OF DRUG AND ALCOHOL-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	TOTAL INTOXICATION DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	671	799	858	1,041	1,259	2,089	2,282	2,406	2,379	2,799	16,583
NORTHWEST AREA	65	67	86	96	131	214	183	211	189	234	1,476
GARRETT	2	0	6	2	5	1	8	3	9	8	44
ALLEGANY	12	14	15	12	22	59	38	39	28	52	291
WASHINGTON	21	27	28	40	64	66	59	91	88	110	594
FREDERICK	30	26	37	42	40	88	78	78	64	64	547
BALTIMORE METRO AREA	420	519	557	678	841	1,402	1,549	1,731	1,652	1,860	11,209
BALTIMORE CITY	167	225	246	305	393	694	761	888	914	1,028	5,621
BALTIMORE COUNTY	107	119	144	170	220	336	367	388	350	394	2,595
ANNE ARUNDEL	79	83	78	101	112	195	214	241	208	251	1,562
CARROLL	8	29	24	38	40	47	55	72	56	46	415
HOWARD	21	24	29	21	26	46	51	41	37	57	353
HARFORD	38	39	36	43	50	84	101	101	87	84	663
NATIONAL CAPITAL AREA	86	104	111	128	140	231	283	216	251	342	1,892
MONTGOMERY	44	48	52	65	70	102	116	89	105	139	830
PRINCE GEORGE'S	42	56	59	63	70	129	167	127	146	203	1,062
SOUTHERN AREA	31	37	25	47	59	88	103	86	95	111	682
CALVERT	12	12	6	17	20	28	32	28	31	25	211
CHARLES	11	13	9	21	22	45	37	27	31	53	269
ST MARY'S	8	12	10	9	17	15	34	31	33	33	202
EASTERN SHORE AREA	69	72	79	92	88	154	164	162	192	252	1,324
CECIL	28	25	26	29	32	30	59	59	62	92	442
KENT	2	0	4	6	3	6	5	2	10	6	44
QUEEN ANNE'S	5	2	8	10	4	8	8	17	13	14	89
CAROLINE	11	4	2	7	3	10	11	7	12	17	84
TALBOT	1	5	7	4	5	10	11	10	14	17	84
DORCHESTER	2	5	5	0	1	6	12	7	11	17	66
WICOMICO	11	21	17	20	18	48	35	36	41	47	294
SOMERSET	3	3	4	3	6	8	4	8	10	16	65
WORCESTER	6	7	6	13	16	28	19	16	19	26	156

¹ Includes deaths that were the result of recent ingestion or exposure to alcohol or another type of drug, including heroin, cocaine, prescription opioids, benzodiazepines, and other prescribed and unprescribed drugs.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 2. TOTAL NUMBER OF OPIOID-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	OPIOID-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	529	648	729	888	1,089	1,856	2,009	2,143	2,106	2,518	14,515
NORTHWEST AREA	53	53	74	81	118	198	157	189	168	219	1,310
GARRETT	1	0	4	2	4	0	4	3	6	5	29
ALLEGANY	8	10	11	11	20	55	36	33	23	48	255
WASHINGTON	16	20	26	34	57	63	51	83	80	105	535
FREDERICK	28	23	33	34	37	80	66	70	59	61	491
BALTIMORE METRO AREA	341	437	485	591	742	1,262	1,404	1,578	1,508	1,715	10,063
BALTIMORE CITY	142	189	212	275	354	628	692	814	851	964	5,121
BALTIMORE COUNTY	93	104	125	146	195	305	323	352	316	356	2,315
ANNE ARUNDEL	53	68	67	85	89	169	198	218	183	226	1,356
CARROLL	7	27	21	29	34	44	51	68	51	43	375
HOWARD	18	17	26	18	25	40	47	36	34	52	313
HARFORD	28	32	34	38	45	76	93	90	73	74	583
NATIONAL CAPITAL AREA	52	66	78	101	104	190	215	158	188	268	1,420
MONTGOMERY	28	36	40	53	59	84	91	64	86	109	650
PRINCE GEORGE'S	24	30	38	48	45	106	124	94	102	159	770
SOUTHERN AREA	26	32	24	40	48	74	94	71	82	93	584
CALVERT	10	11	5	16	19	25	27	25	25	19	182
CHARLES	10	12	9	16	17	36	34	19	26	42	221
ST MARY'S	6	9	10	8	12	13	33	27	31	32	181
EASTERN SHORE AREA	57	60	68	75	77	132	139	147	160	223	1,138
CECIL	24	22	22	25	26	28	57	58	53	85	400
KENT	1	0	4	3	3	4	4	2	10	6	37
QUEEN ANNE'S	4	2	7	9	4	6	6	16	11	13	78
CAROLINE	8	4	2	7	3	9	8	7	11	15	74
TALBOT	1	3	6	4	5	10	8	10	13	13	73
DORCHESTER	2	5	5	0	1	5	10	6	10	15	59
WICOMICO	10	17	14	15	17	44	28	30	29	39	243
SOMERSET	3	2	4	2	4	6	3	8	9	13	54
WORCESTER	4	5	4	10	14	20	15	10	14	24	120

¹ Includes deaths confirmed or suspected to be related to recent ingestion of opioids.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 3. TOTAL NUMBER OF HEROIN-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	HEROIN-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	247	392	464	578	748	1,212	1,078	830	726	548	6,823
NORTHWEST AREA	23	27	40	53	80	119	72	68	58	44	584
GARRETT	1	0	2	1	3	0	1	1	1	1	11
ALLEGANY	3	6	3	5	13	34	14	15	9	14	116
WASHINGTON	8	11	14	21	38	39	22	29	25	20	227
FREDERICK	11	10	21	26	26	46	35	23	23	9	230
BALTIMORE METRO AREA	165	272	319	379	519	858	772	572	505	364	4,725
BALTIMORE CITY	76	131	150	192	260	454	380	286	279	205	2,413
BALTIMORE COUNTY	38	64	76	86	134	208	170	119	111	74	1,080
ANNE ARUNDEL	24	38	41	53	60	105	118	75	63	45	622
CARROLL	2	13	14	16	22	25	28	34	18	13	185
HOWARD	10	12	16	9	16	24	23	15	10	15	150
HARFORD	15	14	22	23	27	42	53	43	24	12	275
NATIONAL CAPITAL AREA	23	42	53	65	69	115	104	78	81	76	706
MONTGOMERY	11	22	28	33	37	48	52	34	39	32	336
PRINCE GEORGE'S	12	20	25	32	32	67	52	44	42	44	370
SOUTHERN AREA	15	18	13	28	29	48	45	31	30	24	281
CALVERT	5	6	2	13	15	17	17	8	10	3	96
CHARLES	6	5	5	10	8	22	16	11	12	15	110
ST MARY'S	4	7	6	5	6	9	12	12	8	6	75
EASTERN SHORE AREA	21	33	39	53	51	72	85	81	52	40	527
CECIL	8	11	11	15	16	19	37	40	16	12	185
KENT	1	0	0	2	1	1	1	0	3	2	11
QUEEN ANNE'S	2	2	5	7	1	4	5	8	3	4	41
CAROLINE	3	3	2	6	2	6	4	3	5	4	38
TALBOT	1	2	2	4	3	4	3	4	4	1	28
DORCHESTER	1	3	3	0	1	3	4	3	5	2	25
WICOMICO	3	9	11	12	13	21	20	12	9	8	118
SOMERSET	1	2	1	1	3	3	2	5	1	1	20
WORCESTER	1	1	4	6	11	11	9	6	6	6	61

¹ Includes deaths confirmed or suspected to be related to recent heroin use.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 4. TOTAL NUMBER OF PRESCRIPTION OPIOID-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	PRESCRIPTION OPIOID-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	342	311	316	330	351	418	413	379	369	453	3,682
NORTHWEST AREA	38	30	35	33	39	56	35	34	33	38	371
GARRETT	1	0	2	2	1	0	1	1	1	1	10
ALLEGANY	5	5	8	6	6	15	9	5	5	8	72
WASHINGTON	11	9	11	16	20	23	8	19	17	18	152
FREDERICK	21	16	14	9	12	18	17	9	10	11	137
BALTIMORE METRO AREA	212	196	207	217	233	265	298	272	258	325	2,483
BALTIMORE CITY	82	74	86	84	105	113	123	128	134	168	1,097
BALTIMORE COUNTY	68	47	54	59	62	67	87	71	60	71	646
ANNE ARUNDEL	33	33	28	32	27	48	43	36	27	40	347
CARROLL	5	17	12	15	14	15	13	16	13	16	136
HOWARD	9	5	13	7	9	6	13	2	9	11	84
HARFORD	15	20	14	20	16	16	19	19	15	19	173
NATIONAL CAPITAL AREA	35	29	30	35	36	42	33	27	28	37	332
MONTGOMERY	20	18	16	19	23	26	19	16	15	16	188
PRINCE GEORGE'S	15	11	14	16	13	16	14	11	13	21	144
SOUTHERN AREA	15	18	12	19	19	25	26	22	23	24	203
CALVERT	7	6	3	7	6	11	5	6	5	5	61
CHARLES	5	7	5	9	8	10	11	8	7	8	78
ST MARY'S	3	5	4	3	5	4	10	8	11	11	64
EASTERN SHORE AREA	42	38	32	26	24	30	21	24	27	29	293
CECIL	20	18	12	12	10	8	8	5	6	10	109
KENT	1	0	4	2	2	0	2	0	0	0	11
QUEEN ANNE'S	2	0	3	3	3	2	2	4	0	3	22
CAROLINE	5	1	0	1	0	4	1	1	3	3	19
TALBOT	0	1	4	0	2	3	4	2	5	2	23
DORCHESTER	1	3	3	0	0	2	2	2	3	0	16
WICOMICO	7	9	4	3	5	7	0	5	5	7	52
SOMERSET	3	2	2	1	1	0	1	2	2	1	15
WORCESTER	3	4	0	4	1	4	1	3	3	3	26

¹ Includes deaths confirmed or suspected to be related to recent ingestion of one or more prescription opioids.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 5. TOTAL NUMBER OF OXYCODONE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	OXYCODONE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	118	99	86	120	104	157	122	103	124	108	1,141
NORTHWEST AREA	11	13	12	10	11	25	16	13	18	15	144
GARRETT	0	0	1	0	0	0	0	0	1	1	3
ALLEGANY	0	2	3	3	2	7	3	2	2	5	29
WASHINGTON	5	2	5	5	6	11	2	7	9	2	54
FREDERICK	6	9	3	2	3	7	11	4	6	7	58
BALTIMORE METRO AREA	63	51	44	69	56	77	73	67	64	59	623
BALTIMORE CITY	15	15	11	20	18	22	23	21	22	21	188
BALTIMORE COUNTY	22	12	14	22	16	22	21	20	18	14	181
ANNE ARUNDEL	14	11	9	10	12	23	15	15	11	14	134
CARROLL	3	6	3	4	3	3	4	7	4	5	42
HOWARD	2	2	4	4	4	2	5	0	3	3	29
HARFORD	7	5	3	9	3	5	5	4	6	2	49
NATIONAL CAPITAL AREA	14	11	13	17	16	25	13	7	15	14	145
MONTGOMERY	9	8	7	11	8	16	8	4	6	7	84
PRINCE GEORGE'S	5	3	6	6	8	9	5	3	9	7	61
SOUTHERN AREA	10	10	6	11	13	13	14	10	16	13	116
CALVERT	4	5	3	3	3	7	3	1	4	4	37
CHARLES	4	3	1	5	8	4	7	5	4	3	44
ST MARY'S	2	2	2	3	2	2	4	4	8	6	35
EASTERN SHORE AREA	20	14	11	13	8	17	6	6	11	7	113
CECIL	9	4	6	6	3	2	2	0	2	2	36
KENT	0	0	1	0	1	0	0	0	0	0	2
QUEEN ANNE'S	1	0	1	1	2	1	0	1	0	1	8
CAROLINE	0	0	0	0	0	3	0	1	2	2	8
TALBOT	0	1	1	0	0	2	2	0	2	0	8
DORCHESTER	1	1	0	0	0	2	1	1	1	0	7
WICOMICO	5	5	1	2	1	5	0	2	3	0	24
SOMERSET	2	1	1	1	0	0	0	1	1	1	8
WORCESTER	2	2	0	3	1	2	1	0	0	1	12

¹ Includes deaths confirmed or suspected to be related to recent ingestion of oxycodone.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 6: TOTAL NUMBER OF METHADONE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	METHADONE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	172	170	138	152	183	197	246	196	201	279	1,934
NORTHWEST AREA	14	14	8	20	14	12	11	14	10	17	134
GARRETT	0	0	1	1	0	0	0	0	0	0	2
ALLEGANY	4	1	1	3	2	4	3	2	2	1	23
WASHINGTON	5	4	3	10	6	5	4	10	6	14	67
FREDERICK	5	9	3	6	6	3	4	2	2	2	42
BALTIMORE METRO AREA	128	122	110	112	145	158	198	155	166	226	1,520
BALTIMORE CITY	65	54	57	54	78	82	87	85	98	131	791
BALTIMORE COUNTY	32	28	29	31	34	36	63	37	36	46	372
ANNE ARUNDEL	17	15	6	14	9	21	23	12	12	21	150
CARROLL	2	12	7	5	9	9	6	6	8	9	73
HOWARD	5	1	5	2	5	2	8	1	6	3	38
HARFORD	7	12	6	6	10	8	11	14	6	16	96
NATIONAL CAPITAL AREA	13	13	7	6	9	13	14	7	6	13	101
MONTGOMERY	6	7	3	5	6	7	6	4	4	5	53
PRINCE GEORGE'S	7	6	4	1	3	6	8	3	2	8	48
SOUTHERN AREA	3	5	2	7	6	6	9	7	6	11	62
CALVERT	2	2	0	2	3	2	3	4	0	1	19
CHARLES	0	1	1	4	2	2	3	2	2	4	21
ST MARY'S	1	2	1	1	1	2	3	1	4	6	22
EASTERN SHORE AREA	14	16	11	7	9	8	14	13	13	12	117
CECIL	9	10	4	4	3	3	4	5	4	6	52
KENT	1	0	2	1	1	0	2	0	0	0	7
QUEEN ANNE'S	1	0	1	0	1	1	2	3	0	0	9
CAROLINE	1	1	0	1	0	2	1	0	1	0	7
TALBOT	0	1	2	0	1	1	2	1	2	1	11
DORCHESTER	0	1	0	0	0	0	2	1	2	0	6
WICOMICO	1	1	2	0	2	0	0	1	2	3	12
SOMERSET	1	0	0	0	1	0	1	0	1	0	4
WORCESTER	0	2	0	1	0	1	0	2	1	2	9

¹ Includes deaths confirmed or suspected to be related to recent ingestion of methadone.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 7: TOTAL NUMBER OF FENTANYL-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	FENTANYL-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	26	29	58	186	340	1,119	1,594	1,888	1,927	2,342	9,509
NORTHWEST AREA	6	3	7	8	32	109	119	166	146	200	796
GARRETT	1	0	0	0	2	0	2	2	5	5	17
ALLEGANY	1	1	1	1	5	29	29	29	19	44	159
WASHINGTON	1	1	4	1	14	31	39	70	70	95	326
FREDERICK	3	1	2	6	11	49	49	65	52	56	294
BALTIMORE METRO AREA	10	16	35	142	248	792	1,118	1,415	1,395	1,605	6,776
BALTIMORE CITY	2	4	12	72	120	419	573	758	810	920	3,690
BALTIMORE COUNTY	4	5	11	36	65	182	244	308	285	328	1,468
ANNE ARUNDEL	2	3	6	23	29	98	152	184	164	209	870
CARROLL	0	1	2	4	11	20	40	55	47	37	217
HOWARD	0	2	3	5	7	27	36	34	28	44	186
HARFORD	2	1	1	2	16	46	73	76	61	67	345
NATIONAL CAPITAL AREA	0	3	6	15	32	101	175	115	167	251	865
MONTGOMERY	0	2	0	8	17	43	72	40	76	102	360
PRINCE GEORGE'S	0	1	6	7	15	58	103	75	91	149	505
SOUTHERN AREA	3	1	4	9	9	32	74	60	74	79	345
CALVERT	1	0	0	5	2	11	22	23	23	16	103
CHARLES	1	1	3	1	4	17	26	14	24	37	128
ST MARY'S	1	0	1	3	3	4	26	23	27	26	114
EASTERN SHORE AREA	7	6	6	12	19	85	108	132	145	207	727
CECIL	2	0	0	1	7	9	44	52	49	81	245
KENT	0	0	0	1	0	3	3	2	10	6	25
QUEEN ANNE'S	0	0	1	1	0	4	5	16	10	12	49
CAROLINE	4	0	0	0	1	3	7	6	9	14	44
TALBOT	0	1	0	2	2	7	3	10	11	11	47
DORCHESTER	0	0	2	0	1	3	7	4	9	15	41
WICOMICO	1	4	1	7	1	34	24	24	26	34	156
SOMERSET	0	0	2	0	1	6	3	8	9	12	41
WORCESTER	0	1	0	0	6	16	12	10	12	22	79

¹ Includes deaths confirmed or suspected to be related to recent ingestion or exposure to pharmaceutical or nonpharmaceutical fentanyl.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 8: TOTAL NUMBER OF COCAINE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	COCAINE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	148	153	154	198	221	464	691	891	869	921	4,710
NORTHWEST AREA	10	9	13	16	20	27	43	67	51	65	321
GARRETT	0	0	0	0	1	0	1	0	3	1	6
ALLEGANY	0	2	2	2	5	9	13	12	6	10	61
WASHINGTON	3	5	6	6	10	9	10	31	24	31	135
FREDERICK	7	2	5	8	4	9	19	24	18	23	119
BALTIMORE METRO AREA	97	108	102	138	167	348	522	693	647	666	3,488
BALTIMORE CITY	48	59	47	82	93	202	285	388	380	393	1,977
BALTIMORE COUNTY	19	17	27	28	38	80	123	132	138	135	737
ANNE ARUNDEL	18	13	12	19	19	31	66	91	72	89	430
CARROLL	3	7	7	2	6	8	14	23	24	8	102
HOWARD	5	7	5	3	6	7	16	19	9	16	93
HARFORD	4	5	4	4	5	20	18	40	24	25	149
NATIONAL CAPITAL AREA	24	22	25	29	16	44	62	49	74	86	431
MONTGOMERY	12	12	13	10	5	11	17	18	29	26	153
PRINCE GEORGE'S	12	10	12	19	11	33	45	31	45	60	278
SOUTHERN AREA	3	6	1	3	6	8	19	33	39	33	151
CALVERT	2	3	0	2	0	2	3	3	9	8	32
CHARLES	1	1	0	0	2	4	10	13	12	16	59
ST MARY'S	0	2	1	1	4	2	6	17	18	9	60
EASTERN SHORE AREA	14	8	13	12	12	37	45	49	58	71	319
CECIL	7	2	5	4	3	3	15	14	12	13	78
KENT	0	0	0	1	1	0	1	1	4	2	10
QUEEN ANNE'S	1	0	0	0	0	1	2	5	6	4	19
CAROLINE	1	1	0	1	0	5	2	1	2	2	15
TALBOT	0	0	3	0	1	2	2	3	6	5	22
DORCHESTER	1	1	1	0	0	1	7	2	5	6	24
WICOMICO	3	4	3	4	7	13	7	13	21	21	96
SOMERSET	0	0	0	0	0	4	2	6	2	7	21
WORCESTER	1	0	1	2	0	8	7	4	0	11	34

¹ Includes deaths confirmed or suspected to be related to recent use of cocaine.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 9: TOTAL NUMBER OF BENZODIAZEPINE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	BENZODIAZEPINE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	68	73	69	103	91	126	146	127	107	114	1,024
NORTHWEST AREA	9	5	6	13	8	21	19	10	9	15	115
GARRETT	0	0	1	0	1	0	2	0	1	2	7
ALLEGANY	1	0	1	3	1	6	5	1	1	3	22
WASHINGTON	4	3	2	5	3	6	2	4	2	4	35
FREDERICK	4	2	2	5	3	9	10	5	5	6	51
BALTIMORE METRO AREA	39	49	44	66	56	78	98	90	64	69	653
BALTIMORE CITY	9	15	14	22	15	24	28	28	27	26	208
BALTIMORE COUNTY	9	12	16	24	18	29	25	32	17	21	203
ANNE ARUNDEL	14	11	3	9	11	9	27	16	11	10	121
CARROLL	0	1	3	3	4	1	4	4	3	2	25
HOWARD	4	2	5	0	6	8	5	1	1	4	36
HARFORD	3	8	3	8	2	7	9	9	5	6	60
NATIONAL CAPITAL AREA	9	6	7	12	8	12	15	15	17	17	118
MONTGOMERY	6	4	4	10	7	7	8	9	10	8	73
PRINCE GEORGE'S	3	2	3	2	1	5	7	6	7	9	45
SOUTHERN AREA	2	4	4	6	7	7	8	4	7	6	55
CALVERT	1	1	1	3	1	1	2	2	0	0	12
CHARLES	0	2	1	2	4	4	4	1	3	3	24
ST MARY'S	1	1	2	1	2	2	2	1	4	3	19
EASTERN SHORE AREA	9	9	8	6	12	8	6	8	10	7	83
CECIL	6	7	3	3	5	2	1	2	4	2	35
KENT	0	0	0	0	0	1	2	0	0	0	3
QUEEN ANNE'S	1	0	0	0	1	1	0	3	0	1	7
CAROLINE	0	0	0	0	0	0	1	0	1	2	4
TALBOT	0	0	3	0	1	1	1	0	1	0	7
DORCHESTER	0	1	1	0	0	1	0	0	1	0	4
WICOMICO	1	0	0	1	2	1	0	1	1	2	9
SOMERSET	0	1	1	0	0	0	0	0	0	0	2
WORCESTER	1	0	0	2	3	1	1	2	2	0	12

¹ Includes deaths confirmed or suspected to be related to recent ingestion of a benzodiazepine or related drug with sedative effects.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 10: TOTAL NUMBER OF PHENCYCLIDINE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	PHENCYCLIDINE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	10	16	8	15	14	32	28	37	58	75	293
NORTHWEST AREA	0	1	0	1	2	4	1	4	3	5	21
GARRETT	0	0	0	0	0	0	0	0	0	0	0
ALLEGANY	0	0	0	0	0	0	0	0	0	0	0
WASHINGTON	0	0	0	0	1	0	1	0	0	2	4
FREDERICK	0	1	0	1	1	4	0	4	3	3	17
BALTIMORE METRO AREA	4	7	4	3	2	11	8	9	23	19	90
BALTIMORE CITY	1	2	1	1	1	2	2	3	8	5	26
BALTIMORE COUNTY	0	1	1	0	0	2	1	0	2	2	9
ANNE ARUNDEL	3	2	1	1	1	6	5	5	11	10	45
CARROLL	0	1	0	0	0	0	0	0	0	0	1
HOWARD	0	1	1	1	0	1	0	1	2	1	8
HARFORD	0	0	0	0	0	0	0	0	0	1	1
NATIONAL CAPITAL AREA	4	6	3	10	8	13	16	20	25	41	146
MONTGOMERY	2	1	0	1	1	2	2	4	2	10	25
PRINCE GEORGE'S	2	5	3	9	7	11	14	16	23	31	121
SOUTHERN AREA	1	2	1	1	2	3	2	4	6	8	30
CALVERT	1	0	0	0	1	0	2	1	2	3	10
CHARLES	0	2	1	1	0	3	0	3	4	4	18
ST MARY'S	0	0	0	0	1	0	0	0	0	1	2
EASTERN SHORE AREA	1	0	0	0	0	1	1	0	1	2	6
CECIL	0	0	0	0	0	0	0	0	1	0	1
KENT	0	0	0	0	0	0	0	0	0	0	0
QUEEN ANNE'S	0	0	0	0	0	0	0	0	0	0	0
CAROLINE	0	0	0	0	0	0	0	0	0	0	0
TALBOT	0	0	0	0	0	0	0	0	0	1	1
DORCHESTER	1	0	0	0	0	0	0	0	0	0	1
WICOMICO	0	0	0	0	0	1	1	0	0	1	3
SOMERSET	0	0	0	0	0	0	0	0	0	0	0
WORCESTER	0	0	0	0	0	0	0	0	0	0	0

¹ Includes deaths confirmed or suspected to be related to recent ingestion of phencyclidine.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 11: TOTAL NUMBER OF METHAMPHETAMINE-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	METHAMPHETAMINE-RELATED DEATHS										TOTAL
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
MARYLAND	0	2	6	3	10	18	28	32	41	76	216
NORTHWEST AREA	0	1	1	0	1	2	5	6	11	7	34
GARRETT	0	0	0	0	0	0	2	1	1	3	7
ALLEGANY	0	0	1	0	0	1	0	2	2	1	7
WASHINGTON	0	0	0	0	1	1	1	3	7	2	15
FREDERICK	0	1	0	0	0	0	2	0	1	1	5
BALTIMORE METRO AREA	0	1	3	1	4	12	12	13	13	28	87
BALTIMORE CITY	0	1	2	1	1	8	5	5	7	13	43
BALTIMORE COUNTY	0	0	1	0	0	1	1	4	4	7	18
ANNE ARUNDEL	0	0	0	0	0	0	2	2	2	1	7
CARROLL	0	0	0	0	1	0	1	1	0	2	5
HOWARD	0	0	0	0	2	2	1	1	0	1	7
HARFORD	0	0	0	0	0	1	2	0	0	4	7
NATIONAL CAPITAL AREA	0	0	2	0	4	3	4	4	6	9	32
MONTGOMERY	0	0	0	0	0	1	2	1	3	2	9
PRINCE GEORGE'S	0	0	2	0	4	2	2	3	3	7	23
SOUTHERN AREA	0	0	0	0	1	1	3	1	1	2	9
CALVERT	0	0	0	0	0	0	1	1	1	0	3
CHARLES	0	0	0	0	1	1	2	0	0	2	6
ST MARY'S	0	0	0	0	0	0	0	0	0	0	0
EASTERN SHORE AREA	0	0	0	2	0	0	4	8	10	30	54
CECIL	0	0	0	0	0	0	4	6	8	26	44
KENT	0	0	0	0	0	0	0	0	1	0	1
QUEEN ANNE'S	0	0	0	0	0	0	0	0	0	1	1
CAROLINE	0	0	0	1	0	0	0	0	1	1	3
TALBOT	0	0	0	0	0	0	0	0	0	0	0
DORCHESTER	0	0	0	0	0	0	0	0	0	0	0
WICOMICO	0	0	0	1	0	0	0	1	0	0	2
SOMERSET	0	0	0	0	0	0	0	0	0	0	0
WORCESTER	0	0	0	0	0	0	0	1	0	2	3

¹ Includes deaths confirmed or suspected to be related to recent ingestion of methamphetamine.
² Includes only deaths for which the manner of death was classified as accidental or undetermined.

TABLE 12: TOTAL NUMBER OF ALCOHOL-RELATED INTOXICATION DEATHS BY PLACE OF OCCURRENCE, 2011-2020.^{1,2}

REGION AND POLITICAL SUBDIVISION	ALCOHOL-RELATED DEATHS										
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	TOTAL
MARYLAND	161	195	239	270	310	582	517	472	423	566	3,735
NORTHWEST AREA	16	12	21	27	30	47	31	34	37	37	292
GARRETT	1	0	2	1	1	1	2	1	2	1	12
ALLEGANY	2	4	2	3	6	14	4	7	3	7	52
WASHINGTON	4	3	6	11	10	17	14	15	20	17	117
FREDERICK	9	5	11	12	13	15	11	11	12	12	111
BALTIMORE METRO AREA	99	126	154	166	215	403	334	339	273	343	2,452
BALTIMORE CITY	44	71	86	86	114	222	198	187	165	169	1,342
BALTIMORE COUNTY	22	24	32	39	52	81	71	80	53	91	545
ANNE ARUNDEL	21	15	22	18	27	56	37	44	34	49	323
CARROLL	4	4	4	9	6	12	9	10	6	7	71
HOWARD	4	6	6	6	5	14	7	5	4	11	68
HARFORD	4	6	4	8	11	18	12	13	11	16	103
NATIONAL CAPITAL AREA	28	38	35	36	32	67	86	51	58	102	533
MONTGOMERY	16	15	13	18	15	22	35	19	19	43	215
PRINCE GEORGE'S	12	23	22	18	17	45	51	32	39	59	318
SOUTHERN AREA	7	7	7	12	11	22	24	17	18	28	153
CALVERT	2	2	1	4	3	7	4	9	5	10	47
CHARLES	3	2	4	5	4	12	9	3	10	14	66
ST MARY'S	2	3	2	3	4	3	11	5	3	4	40
EASTERN SHORE AREA	11	12	22	29	22	43	42	31	37	56	305
CECIL	3	6	9	5	8	8	12	10	5	16	82
KENT	0	0	1	1	0	1	1	0	1	2	7
QUEEN ANNE'S	3	0	1	7	0	2	4	3	1	1	22
CAROLINE	1	0	1	2	0	5	4	1	2	3	19
TALBOT	0	2	2	0	0	0	5	4	5	6	24
DORCHESTER	0	1	0	0	1	1	2	1	5	5	16
WICOMICO	2	2	6	7	3	12	9	8	12	8	69
SOMERSET	1	1	1	2	2	3	1	0	1	4	16
WORCESTER	1	0	1	5	8	11	4	4	5	11	50

¹ Includes deaths confirmed or suspected to be related to recent ingestion of alcohol.

² Includes only deaths for which the manner of death was classified as accidental or undetermined.

3 4 5

4

Table Number	Table Title	Instructions
Table A	Physical Bed Capacity Before and After Project	All applicants whose project impacts any nursing unit, regardless of project type or scope, must complete Table A.
Table B	Project Budget	All applicants, regardless of project type or scope, must complete Table B.
Table C	Statistical Projections - Entire Facility	Existing facility applicants must complete Table C. All applicants who complete this table must also complete Table D.
Table D	Revenues & Expenses, Uninflated - Entire Facility	Existing facility applicants must complete Table D. The projected revenues and expenses in Table D should be consistent with the volume projections in Table C.
Table E	Statistical Projections - New Facility or Service	Applicants who propose to establish a new facility, existing facility applicants who propose a new service, and applicants who are directed by MHCC staff must complete Table E. All applicants who complete this table must also complete Table F.
Table F	Revenues & Expenses, Uninflated - New Facility or Service	Applicants who propose to establish a new facility and existing facility applicants who propose a new service and any other applicant who complete a Table F must complete Table F. The projected revenues and expenses in Table F should be consistent with the volume projections in Table E.
Table G	Work Force Information	All applicants, regardless of project type or scope, must complete Table G.

TABLE A. PHYSICAL BED CAPACITY BEFORE AND AFTER PROJECT

INSTRUCTIONS: Identify the location of each nursing unit (add or delete rows if necessary) and specify the room and bed count before and after the project in accordance with the definition of physical capacity noted below. Applicants should add columns and recalculate formulas to address rooms with 3 and 4 bed capacity. **NOTE:** Physical capacity is the total number of beds that could be physically set up in space without significant renovations. This should be the maximum operating capacity under normal, non-emergency circumstances and is a physical count of bed capacity, rather than a measure of staffing capacity. A room with two headwalls and two sets of gasses should be counted as having capacity for two beds, even if it is typically set up and operated with only one bed. A room with one headwall and one set of gasses is counted as a private room, even if it is large enough from a square footage perspective to be used as a semi-private room, since renovation/construction would be required to convert it to semi-private use. If the hospital operates patient rooms that contain no headwalls or a single headwall, but are normally used to accommodate one or more than one patient (e.g., for psychiatric patients), the physical capacity of such rooms should be counted as they are currently used.

Before the Project						After Project Completion					
Service Location (Floor/Wing)	Current Licensed Beds	Based on Physical Capacity				Service Location (Floor/Wing)	Location (Floor/ Wing)*	Based on Physical Capacity			
		Room Count			Bed Count			Room Count			Bed Count
		Private	Semi-Private	Total Rooms	Physical Capacity			Private	Semi- Private	Total Rooms	Physical Capacity
III.7 AND III.7D						III.7 AND III.7D					
	N/A	N/A	N/A	0	#VALUE!	Detox	1/A	0	9	9	18
				0	0	Medically Managed	1/B	0	9	9	18
				0	0					0	0
				0	0					0	0
				0	0					0	0
Subtotal III.7 AND III.7D	0	0	0	0	#VALUE!	Subtotal III.7 and III.7 D		0	18	18	36
RESIDENTIAL						RESIDENTIAL					
				0	0					0	0
	N/A	N/A	N/A	0	#VALUE!	Residential		0	36	36	72
Subtotal Residential	0	0	0	0	#VALUE!	Subtotal Residential		0	36	36	72
TOTAL	0	0	0	0	#VALUE!	TOTAL		0	54	54	108
Other (Specify/add rows as needed)				0	0	Other (Specify/add rows as needed)				0	0
TOTAL OTHER	0	0	0	0	0	TOTAL NON-ACUTE		0	0	0	0
FACILITY TOTAL	0	0	0	0	#VALUE!	FACILITY TOTAL		0	54	54	108

TABLE B. PROJECT BUDGET

INSTRUCTION: Estimates for Capital Costs (1.a-e), Financing Costs and Other Cash Requirements (2.a-g), and Working Capital Startup Costs (3) must reflect current costs as of the date of application and include all costs for construction and renovation. Explain the basis for construction cost estimates, renovation cost estimates, contingencies, interest during construction period, and inflation in an attachment to the application. If the project involves services other than level III.7 and III.7D explain the allocation of costs between III.7 and III.7D. NOTE: Inflation should only be included in the Inflation allowance line A.1.e. The value of donated land for the project should be included on Line A.1.d as a use of funds and on line B.8 as a source of funds

	III.7 and III.7D	RESIDENTIAL	TOTAL
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. New Construction			
(1) Building	\$0	\$0	\$0
(2) Fixed Equipment	\$0	\$0	\$0
(3) Site and Infrastructure	\$0	\$0	\$0
(4) Architect/Engineering Fees	\$0	\$0	\$0
(5) Permits (Building, Utilities, Etc.)	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$0
b. Renovations			
(1) Building	\$1,733,333	\$3,466,667	\$5,200,000
(2) Fixed Equipment (not included in construction)	\$666,666	\$1,333,334	\$2,000,000
(3) Architect/Engineering Fees	\$0	\$0	\$0
(4) Permits (Building, Utilities, Etc.)	\$0	\$0	\$0
SUBTOTAL	\$2,399,999	\$4,800,001	\$7,200,000
c. Other Capital Costs			
(1) Movable Equipment	\$0	\$0	\$0
(2) Contingency Allowance	\$100,000	\$200,000	\$300,000
(3) Gross interest during construction period	\$250,000	\$500,000	\$750,000
(4) Other (Specify/add rows if needed)	\$0	\$0	\$0
SUBTOTAL	\$350,000	\$700,000	\$1,050,000
TOTAL CURRENT CAPITAL COSTS	\$2,749,999	\$5,500,001	\$8,250,000
d. Land Purchase	\$0	\$16,000,000	\$16,000,000
e. Inflation Allowance			\$0
TOTAL CAPITAL COSTS	\$2,749,999	\$21,500,001	\$24,250,000
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees	\$0	\$500,000	\$500,000
b. Bond Discount	\$0	\$0	\$0
c. CON Application Assistance			
c1. Legal Fees	\$20,000	\$0	\$20,000
c2. Other (Specify/add rows if needed)	\$0	\$0	\$0
d. Non-CON Consulting Fees	\$0	\$0	\$0
d1. Legal Fees	\$0	\$66,000	\$66,000
d2. Other (Specify/add rows if needed)	\$0	\$0	\$0
e. Debt Service Reserve Fund	\$250,000	\$500,000	\$750,000
i. Other (Specify/add rows if needed)	\$0	\$0	\$0
SUBTOTAL	\$270,000	\$1,066,000	\$1,336,000
3. Working Capital Startup Costs	\$5,683,833	\$11,367,667	\$17,051,500
TOTAL USES OF FUNDS	\$8,703,832	\$33,933,668	\$42,637,500
B. Sources of Funds			
1. Cash	\$0	\$1,285,999	\$1,285,999
2. Philanthropy (to date and expected)	\$0	\$0	\$0
3. Authorized Bonds	\$0	\$0	\$0
4. Interest Income from bond proceeds listed in #3	\$0	\$0	\$0
5. Mortgage	\$0	\$16,000,000	\$16,000,000
6. Working Capital Loans	\$5,703,833	\$10,647,668	\$16,351,501
7. Grants or Appropriations			
a. Federal	\$0	\$0	\$0
b. State	\$0	\$0	\$0
c. Local	\$0	\$0	\$0
8. Construction Financing	\$2,499,999	\$5,000,001	\$7,500,000
9. Interest Reserve	\$500,000	\$1,000,000	\$1,500,000
TOTAL SOURCES OF FUNDS	\$8,703,832	\$33,933,668	\$42,637,500
	III.7 and III.7D	RESIDENTIAL	TOTAL
Annual Lease Costs (if applicable)			
1. Land	\$0	\$0	\$0
2. Building	\$0	\$0	\$0
3. Major Movable Equipment	\$0	\$0	\$0
4. Minor Movable Equipment	\$0	\$0	\$0
5. Other (Specify/add rows if needed)	\$0	\$0	\$0

* Describe the terms of the lease(s) below, including information on the fair market value of the item(s), and the number of years, annual cost, and the interest rate for the lease.

TABLE E. STATISTICAL PROJECTIONS - NEW FACILITY OR SERVICE

INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (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.

	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.						
			CY 2023	CY 2024	CY 2025	CY 2026	CY 2027			
Indicate CY or FY										
1. DISCHARGES										
a. Residential	0	0	136	192	327	369	399			
b. III.7 and III.7D	0	0	855	955	1,055	1,065	665			
c. Other (Specify)	0	0	39	175	327	369	399			
TOTAL DISCHARGES	0	0	1,030	1,322	1,709	1,803	1,463	0	0	0
2. PATIENT DAYS										
a. Residential			3,808	7,555	9,198	10,512	11,169			
b. III.7 and III.7D			7,955	9,198	10,512	11,169	11,169			
c. Other (Specify) Eating/Process DO			1,092	3,948	9,198	10,512	11,169			
TOTAL PATIENT DAYS	0	0	12,855	20,701	28,908	32,193	33,507	0	0	0
3. AVERAGE LENGTH OF STAY (patient days divided by discharges)										
a. Residential	#DIV/0!	#DIV/0!	28.0	39.3	28.1	28.5	28.0	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!	9.3	9.6	10.0	10.5	16.8	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify)	#DIV/0!	#DIV/0!	28.0	22.6	28.1	28.5	28.0	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL AVERAGE LENGTH OF STAY	#DIV/0!	#DIV/0!	12.5	15.7	16.9	17.9	22.9	#DIV/0!	#DIV/0!	#DIV/0!
4. NUMBER OF LICENSED BEDS										
f. Rehabilitation			18	36	36	36	36			
g. iii.7 and iii.7D			36	36	36	36	36			
h. Other (Specify) Eating/Process Disorder			9	18	36	36	36			
TOTAL LICENSED BEDS	0	0	63	90	108	108	108	0	0	0
5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.										
a. Residential	#DIV/0!	#DIV/0!	58.0%	57.5%	70.0%	80.0%	85.0%	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!	60.5%	70.0%	80.0%	85.0%	85.0%	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify) Eating/Process DO	#DIV/0!	#DIV/0!	33.2%	60.1%	70.0%	80.0%	85.0%	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL OCCUPANCY %	#DIV/0!	#DIV/0!	55.9%	63.0%	73.3%	81.7%	85.0%	#DIV/0!	#DIV/0!	#DIV/0!
6. OUTPATIENT VISITS										
a. Residential										
b. III.7 and III.7D										
c. Other (Specify)										
TOTAL OUTPATIENT VISITS	0	0	0	0	0	0	0	0	0	0

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

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 uninflated 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>											
Chief Executive Officer	1.0	\$507,000	\$507,000			\$0			\$0	1.0	\$507,000
Chief Operating Officer	1.0	\$357,000	\$357,000			\$0			\$0	1.0	\$357,000
Chief Strategy Officer	1.0	\$357,000	\$357,000			\$0			\$0	1.0	\$357,000
Chief Clinical Officer	1.0	\$195,000	\$195,000			\$0			\$0	1.0	\$195,000
Vice Pres of Bus Development	1.0	\$260,000	\$260,000			\$0			\$0	1.0	\$260,000
HR Coordinator	1.0	\$91,000	\$91,000			\$0			\$0	1.0	\$91,000
Utilization Review Mngr	1.0	\$91,000	\$91,000			\$0			\$0	1.0	\$91,000
Executive Assistant	1.0	\$52,000	\$52,000			\$0			\$0	1.0	\$52,000
Medical Director	1.0	\$325,000	\$325,000			\$0			\$0	1.0	\$325,000
Director of Nursing	1.0	\$117,000	\$117,000			\$0			\$0	1.0	\$117,000
Accountant	1.0	\$130,000	\$130,000			\$0			\$0	1.0	\$130,000
Executive Director	1.0	\$162,500	\$162,500			\$0			\$0	1.0	\$162,500
Systems Administrator	1.0	\$84,500	\$84,500			\$0			\$0	1.0	\$84,500
Total Administration			\$2,729,000			\$0			\$0	0.0	\$2,729,000
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
Therapists	13.0	\$78,000	\$1,014,000			\$0			\$0	13.0	\$1,014,000
Licensed Nurses	15.0	\$78,000	\$1,170,000			\$0			\$0	15.0	\$1,170,000
Licensed Practical Nurses	9.0	\$48,100	\$432,900			\$0			\$0	9.0	\$432,900
Nurse Practitioners	4.0	\$195,000	\$780,000			\$0			\$0	4.0	\$780,000
Aftercare Specialists	2.0	\$52,000	\$104,000			\$0			\$0	2.0	\$104,000
Behavioral Health Techs	26.0	\$39,000	\$1,014,000			\$0			\$0	26.0	\$1,014,000
Admissions	8.0	\$48,750	\$390,000			\$0			\$0	8.0	\$390,000
Total Direct Care			\$4,904,900			\$0			\$0	0.0	\$4,904,900
<i>Support Staff (List general categories, add rows if needed)</i>											
Security	2.0	\$45,500	\$91,000			\$0			\$0	2.0	\$91,000
Drivers	6.0	\$45,500	\$273,000			\$0			\$0	6.0	\$273,000
Head Chef	1.0	\$78,000	\$78,000			\$0			\$0	1.0	\$78,000
Chef	4.0	\$45,500	\$182,000			\$0			\$0	4.0	\$182,000
Total Support			\$624,000			\$0			\$0	0.0	\$624,000
REGULAR EMPLOYEES TOTAL											
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>											
			\$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 Direct Care Staff			\$0			\$0			\$0	0.0	\$0
<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

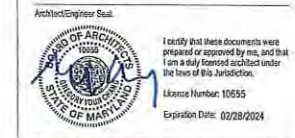
TABLE G. WORKFORCE INFORMATION

			\$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											
Benefits (State method of calculating benefits below):											
	0.0		\$8,257,900	0.0		\$0	0.0		\$0		\$624,000

5

3 4 5

4



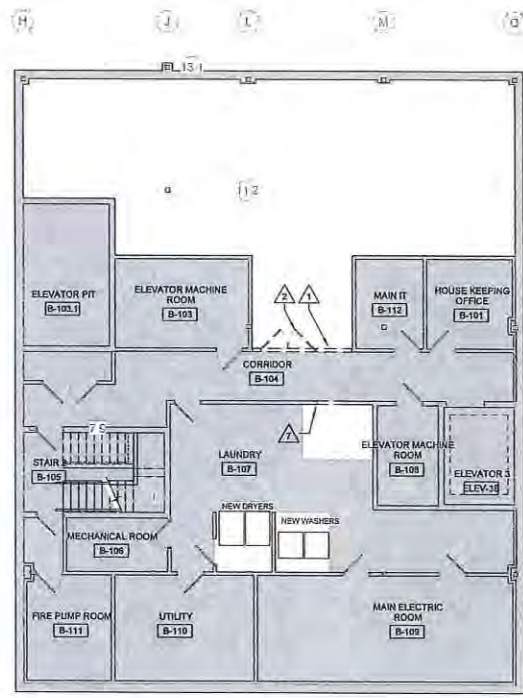
MEP ENGINEER
WSP
7067 Columbia Gateway Drive, Suite 250
Columbia, Maryland 21048
410.579.6100
STRUCTURAL ENGINEER
CONNELL NACCARATO
701 Market, Suite 6000
Philadelphia, PA 19106
800.607.7284

DEMOLITION TAGS

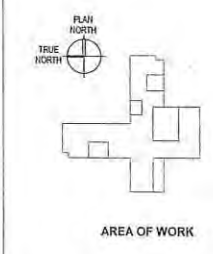
- ▲ REMOVE EXISTING INTERIOR PARTITION FULL HEIGHT (WALL COMPOSITION MAY BE CONCRETE OR GYP/PLASTER AND STUD) AND MAY INCLUDE EMPLOYED LIGHTS OR WINDOWS. PATCH AND REPAIR DAMAGED SURFACES AS REQUIRED FOR NEW CONSTRUCTION.
- ▲ REMOVE EXISTING DOOR, FRAME, AND HARDWARE.
- ▲ REMOVE AND REPLACE CEILING SYSTEM AND LIGHT FIXTURES AND ASSOCIATED COMPONENTS AS REQUIRED TO ACCOMMODATE NEW WORK. SEE MEP DRAWINGS AND REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING FLOORING AND UNDERLAYMENT TO CONCRETE SUB-SURFACE AND PREPARE SLAB FOR NEW FINISHES.
- ▲ REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED PIPING - SEE PLUMBING DWGS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING CASEWORK.
- ▲ REMOVE PORTION OF EXISTING WALL TO RECEIVE NEW DOOR OR OPENING.
- ▲ REMOVE EXISTING EXTERIOR WINDOW / LOUVER / CURTAIN WALL.
- ▲ REMOVE EXISTING EXTERIOR WALL ASSEMBLY, INCLUDING STOREFRONTS, WINDOWS, DOORS, MASONRY, CONCRETE CURBS AND MISC. ITEMS SUCH AS TRIM, WALL FLASHING. SEE ELEVATIONS & WALL SECTIONS FOR ADDITIONAL INFORMATION. PROTECT EXISTING WALL ASSEMBLY TO REMAIN AND PREPARE FOR AIR & WATER BARRIER AND FLASHING TIE INS.
- ▲ SPLICED NEW SLAB OPENING, SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING COLUMN ENCLOSURE. PATCH TO MATCH EXISTING ADJACENT FINISHES.
- ▲ PREPARE FLOOR TO RECEIVE NEW EQUIPMENT AS REQUIRED BY MANUFACTURER.
- ▲ REMOVE AND REPLACE PORTION OF EXISTING WALL AS REQUIRED TO INSTALL BLOCKING FOR SHOWER ENCLOSURE ATTACHMENT. REPAIR PENETRATIONS TO DAMAGED WATERPROOFING AND FINISH TILES TO MATCH EXISTING.
- ▲ SALVAGE EXISTING DOOR AND RELOCATE AS DOOR 2-210
- ▲ SALVAGE EXISTING DOOR TO RELOCATE AS DOOR 2-217

GENERAL DEMOLITION NOTES

1. PRIOR TO STARTING DEMOLITION WORK THE CONTRACTOR SHALL MEET WITH THE OWNER TO COORDINATE ALL ITEMS TO BE SALVAGED AND RELOCATED. ALL SALVAGED ITEMS MUST BE REMOVED TO AVOID DAMAGE. PROTECT AND STORE ITEMS AS DIRECTED BY THE OWNER.
2. CONTRACTOR SHALL SCHEDULE ALL WORK, INCLUDING ANY INTERRUPTION OF UTILITIES PRIOR TO STARTING WORK. THE BUILDING SHALL BE OCCUPIED AND IN USE DURING THE TIME THE WORK IS BEING PERFORMED. CONTRACTOR MUST NOTIFY SCHEDULE INTERRUPTIONS WITH OWNERS APPROVAL.
3. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO UNDERTAKING ANY DEMOLITION WORK. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY FOR CLARIFICATION. DISCREPANCIES IN THE DRAWINGS DOES NOT ALLEVIATE THE CONTRACTOR FROM THE OBLIGATION TO VERIFY. NO ADDITIONAL CONFIRMATION REQUESTS WILL BE ALLOWED AFTER CONTRACT IS SIGNED FOR POTENTIAL COMPENSATION.
4. CONTRACTOR SHALL COORDINATE WORK AND ESTABLISH APPROVAL FROM THE OWNER'S REPRESENTATIVE FOR THE PROCEDURES AND METHODS OF DEMOLITION REGARDING HOSE CONTROL AND THE USE OF BUILDING FACILITIES, INCLUDING TOILETS, HEATING, AIR CONDITIONING, ELECTRICITY, ETC. THE EXISTING ELEVATORS MAY NOT BE USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL PROVIDE THEIR OWN CONSTRUCTION ELEVATOR AT THE LOCATION DETERMINED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE A SEPARATE TEMPORARY CONSTRUCTION ACCESS.
5. BEFORE STARTING WORK, THE CONTRACTOR SHALL CHECK AND VERIFY DIMENSIONS AND ELEVATIONS, SURVEY ALL EXISTING CONDITIONS, PREPARE A LIST OF EXISTING DAMAGED AREAS VERIFIED BY DATUM PHOTOGRAPHS AND SIGNED BY CONTRACTOR AND OTHERS CONDUCTING INVESTIGATION.
6. REFER TO OTHER DISCIPLINE (MECHANICAL, ELECTRICAL, PLUMBING) DEMOLITION PLANS FOR ADDITIONAL ITEMS TO BE REMOVED. COORDINATE GENERAL DEMOLITION REQUIREMENTS WITH MECA. AND ELEC DEMOLITION WORK. PATCH AND REPAIR ALL FINISHES AND DEVICES DISTURBED BY DEMOLITION WORK. ALL REQUIRED DEMOLITION WORK FOR MECHANICAL (HVAC & PLUMBING) AND ELECTRICAL SERVICES ARE NOT SPECIALLY SHOWN ON THE ARCHITECTURAL DEMOLITION DRAWINGS. THESE ITEMS ARE TO BE IDENTIFIED AND COORDINATED WITH APPLICABLE TRADES.
7. WHERE PLUMBING FIXTURES ARE REMOVED, EXISTING PIPING SHALL BE CAPPED BACK TO THE MAIN OR LATERAL. EXISTING ELECTRICAL WILL BE REMOVED BACK TO THE NEXT ACTIVE JUNCTION BOX. REFER TO MECHANICAL DEMOLITION DRAWINGS FOR ADDITIONAL INFORMATION.
8. THE REQUIRED DEMOLITION SHALL NOT BE LIMITED TO THAT PORTION SHOWN ON THE PLANS ALONE. WORK INCIDENTAL TO THAT WHICH IS NECESSARY TO ACCOMPLISH THE INTENT OF THE CONTRACT DOCUMENTS IS ALSO PART OF WORK.
9. REMOVAL OF DEMOLITION ITEMS INDICATED SHALL INCLUDE ALL ASSOCIATED ELEMENTS.
10. WORK MAY REQUIRE ADDITIONAL DEMOLITION NOT INDICATED ON THE DOCUMENTS. A) CORE DRILLING AND REMOVAL OF WALLS AS NECESSARY TO INSTALL MECHANICAL, PLUMBING AND ELECTRICAL WORK. REMOVAL OF WALLS SHALL BE EVALUATED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO ANY REMOVAL. B) REMOVAL OF ALL NAILS, ANCHORS, CLAMPS, HOOKS, DEVICES, EMBEDDED ANCHORS, BRIGAGE AND SIMILAR ITEMS FROM WALL, FLOOR AND/OR CEILING SURFACES.
11. DEMOLITION OR REPAIR WORK REQUIRED IN OTHER AREAS OF THE BUILDING DUE TO WORK IN EXISTING UTILITIES SHALL BE INCLUDED IN THIS SCOPE OF WORK.
12. WHERE DEMOLITION AND ALTERATIONS OCCUR WITH NO SPECIFIC NEW SCHEDULED FINISHES, THE CONTRACTOR SHALL PATCH AND REPAIR AND/OR REPLACE EXISTING FINISH AS REQUIRED TO MATCH EXISTING ADJACENT FINISHES.
13. IF HAZARDOUS MATERIALS ARE UNCOVERED DURING THE DEMOLITION OR CONSTRUCTION PROCESS, NOTIFY OWNER OR REPRESENTATIVE. THE OWNER WILL BE RESPONSIBLE FOR THEIR PROPER REMOVAL, U.O.I.
14. PROVIDE TEMPORARY DUST PARTITION (TEMPORARY DUST BARRIERS SHALL BE NON-COMBUSTIBLE, INCLUDING DOOR OPENINGS) AND PROTECTED ACCESS ENCLOSURES WHERE NOTED OR DIRECTED BY OWNER AROUND ALL AREAS OF WORK TO PREVENT THE SPREAD OF CONSTRUCTION DUST OR DIRT. MAKE EVERY EFFORT TO CONTAIN DUST WITHIN THE TEMPORARY BARRIERS. COORDINATE REQUIREMENTS WITH OWNER. INFECTION CONTROL SPECIFICATION AND ILSM SPECIFICATION.
15. ALL EXISTING WALLS, CEILING, FLOORING, ETC. WHICH ARE DAMAGED DUE TO DEMOLITION AND/OR CONSTRUCTION WORK SHALL BE REPAIRED AS REQUIRED (REGARDLESS OF SIZE) TO MATCH ORIGINAL INTEGRITY AND ADJACENT CONSTRUCTION, AND/OR NEW CONSTRUCTION.
16. WHERE NEW CONSTRUCTION OCCURS, CARE SHALL BE TAKEN SO AS NOT TO DISTURB CONSTRUCTION TO REMAIN INTEGRITY OF EXISTING FINISHES, AND FIRE PROTECTION ELEMENTS UNLESS SPECIFICALLY DESIGNATED TO BE MODIFIED.
17. EXISTING WALL, FLOOR AND CEILING MATERIALS AND/OR FINISHES SCHEDULED TO REMAIN WITHIN THE AREA OF NEW WORK SHALL BE PATCHED AND REPAIRED AS REQUIRED TO RECEIVE NEW SCHEDULED FINISHES OR MATCH ADJACENT FINISHES.
18. PATCH HOLES AND VOIDS (REGARDLESS OF SIZE) IN EXIST CONCRETE FLOORS OCCURRING AS A RESULT OF DEMOLITION OR CONSTRUCTION. MATCH THICKNESS OF EXISTING CONCRETE TO MAINTAIN FIRE SEPARATION.
19. EXISTING PARTITIONS THAT ARE INDICATED TO BE REMOVED SHALL BE REMOVED TO THEIR FULLEST HEIGHT U.O.I.
20. WHERE NEW OPENINGS ARE REQUIRED IN EXISTING WALLS, THE CONTRACTOR SHALL PROVIDE NEW LITELS AS REQUIRED OR AS DETAILED.
21. WHERE EXISTING WALL PARTITIONS ARE SHOWN TO REMAIN WITHIN THE LIMITS OF DEMOLITION CONTRACT BOUNDARY (OR ON THE BOUNDARY) AND NEW FINISHES ARE SCHEDULED TO BE APPLIED OVER THE ROOM FINISH SCHEDULED THE CONTRACTOR SHALL HAVE THE OPTION OF: 1) REMOVING ONLY THE WALL FINISH (AND PATCHING THE EXISTING SUBSTRATE), OR 2) REMOVING THE FINISH AND THE SUBSTRATE (AND REPLACING WITH A LIKE SUBSTRATE. MAINTAIN FIRE AND SMOKE SEPARATION AS INDICATED. IN ALL CASES, THE SUBSTRATE SHALL BE PREPARED AS REQUIRED BY THE SPECIFIED FINISH. WHERE EXISTING CEILING TILES OCCUR AND IS NOT SCHEDULED TO REMAIN, THE CONTRACTOR SHALL REMOVE AND REPAIR OR FILL IN AS REQUIRED TO ACCOMMODATE INSTALLATION OF SCHEDULED FINISH.
22. WHERE PLUMBING FIXTURES ARE SHOWN TO REMAIN THEY ARE TO BE REPAIRED (AS REQUIRED) AND CLEANED. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
23. WHERE NEW CEILING ARE SCHEDULED, REMOVE ALL EXISTING CEILING FINISHES AND SUSPENSION SYSTEMS, UNLESS OTHERWISE INDICATED.
24. REMOVE AND REINSTALL CEILING AS REQUIRED BY MECHANICAL, ELECTRICAL OR OTHER ABOVE CEILING WORK IN AREAS WHERE NO ARCHITECTURAL DEMOLITION WORK OR LIMITED DEMO WORK IS BEING DONE. REINSTALL CEILING AND PATCH TO MATCH EXISTING.
25. WHERE EXISTING PARTITIONS ARE SCHEDULED TO REMAIN AND THERE IS NEW MECHANICAL OR ELECTRICAL WORK SCHEDULED IN THE PARTITION, REMOVE AND REPLACE GYPSUM WALLBOARD AS REQUIRED FOR NEW CONSTRUCTION.
26. FINISH SCOPE WILL BE INCLUDED IN A SEPARATE INTERIOR PACKAGE.

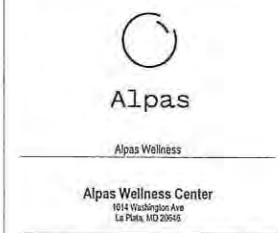


1 BASEMENT
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REVISIONS

REVISIONS	DATE	NO.



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Scale: As Indicated
Date: 4/1/2022
Print Date/Time: 4/1/2022 3:17:03 PM
Sheet No.:

4/1/2022 3:17:03 PM c:\env\2021\2105.01 - Alpas Wellness - Substance Abuse Treatment Facility - Arch - SD - d\CD\PAY.dwg



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License Number: 10555
Expiration Date: 02/28/2024

MEP ENGINEER
wsp

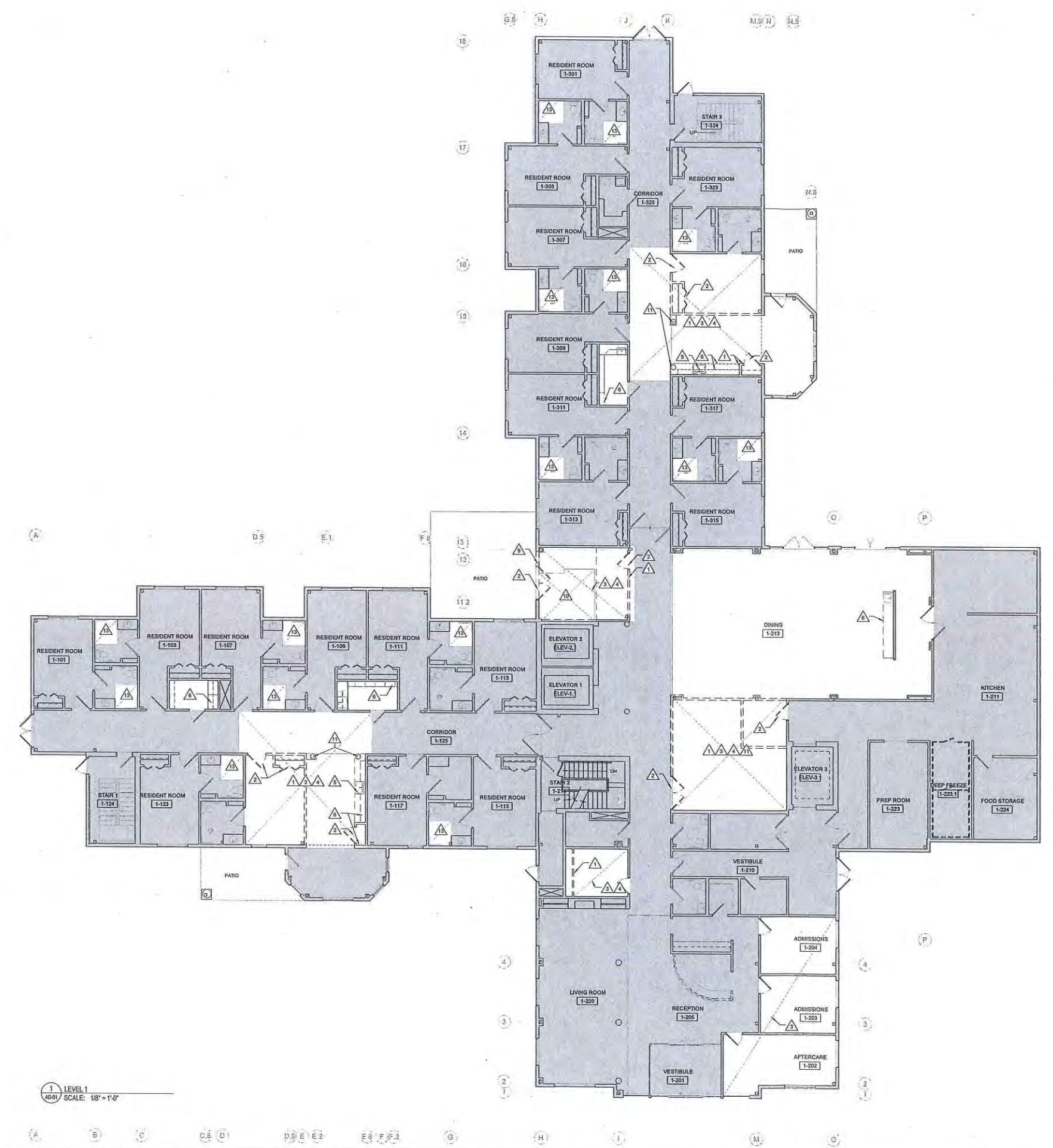
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Columbia, Maryland 21046
410.573.8100

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O'DONNELL NACCARATO
STRUCTURAL ENGINEERS

701 Market, Suite 6000
Philadelphia, PA 19106
800.507.7284

DEMOLITION TAGS

- 13.1 REMOVE EXISTING INTERIOR PARTITION FULL HEIGHT (WALL COMPOSITION MAY BE CONCRETE OR GYPSUM PLASTER AND STUD AND MAY INCLUDE BORROWED LIGHTS OR WINDOWS) PATCH AND REPAIR DAMAGED SURFACES AS REQUIRED FOR NEW CONSTRUCTION.
- 13.2 REMOVE EXISTING DOOR, FRAME, AND HARDWARE.
- 17.4 REMOVE AND REPLACE CEILING SYSTEM AND LIGHT FIXTURES AND ASSOCIATED COMPONENTS AS REQUIRED TO ACCOMMODATE NEW WORK. SEE MEP DRAWINGS AND REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
- 17.5 REMOVE EXISTING FLOORING AND UNDERLAYMENT TO CONCRETE SUB-SURFACE AND PREPARE SLAB FOR NEW FINISHES.
- 17.6 REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED PIPING - SEE PLUMBING DIVS FOR ADDITIONAL INFORMATION.
- 17.7 REMOVE EXISTING CASEWORK.
- 17.8 REMOVE PORTION OF EXISTING WALL TO RECEIVE NEW DOOR OR OPENING.
- 17.9 REMOVE EXISTING EXTERIOR WINDOW (LOUVER / CURTAIN WALL).
- 18.5 REMOVE EXISTING EXTERIOR WALL ASSEMBLY, INCLUDING STAKEPROFFS, WINDOWS, DOORS, MASONRY, CONCRETE CURBS AND MISC. ITEMS SUCH AS THRU-WALL FLASHING. SEE ELEVATIONS & WALL SECTIONS FOR ADDITIONAL INFORMATION. PROTECT EXISTING WALL ASSEMBLY TO REMAIN AND PREPARE FOR AIR & WATER BARRIER AND FLASHING DETAILS.
- 18.6 SAWCUT NEW SLAB OPENING, SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 18.7 REMOVE EXISTING COLUMN ENCLOSURE, PATCH TO MATCH EXISTING ADJACENT FINISHES.
- 18.8 PREPARE FLOOR TO RECEIVE NEW EQUIPMENT AS REQUIRED BY MANUFACTURER.
- 15.5 REMOVE AND REPLACE PORTION OF EXISTING WALL AS REQUIRED TO INSTALL BLOORING FOR SHOWER ENCLOSURE ATTACHMENT. REPAIR PENETRATIONS TO DAMAGED WATERPROOFING AND FINISH TILES TO MATCH EXISTING.
- 15.3 SALVAGE EXISTING DOOR AND RELOCATE AS DOOR 2-210.
- 15.1 SALVAGE EXISTING DOOR TO RELOCATE AS DOOR 2-211.



KEY PLAN

REVISIONS	DATE	NO.

Alpas Wellness
Alpas Wellness Center
1044 Washington Ave
La Plata, MD 20646

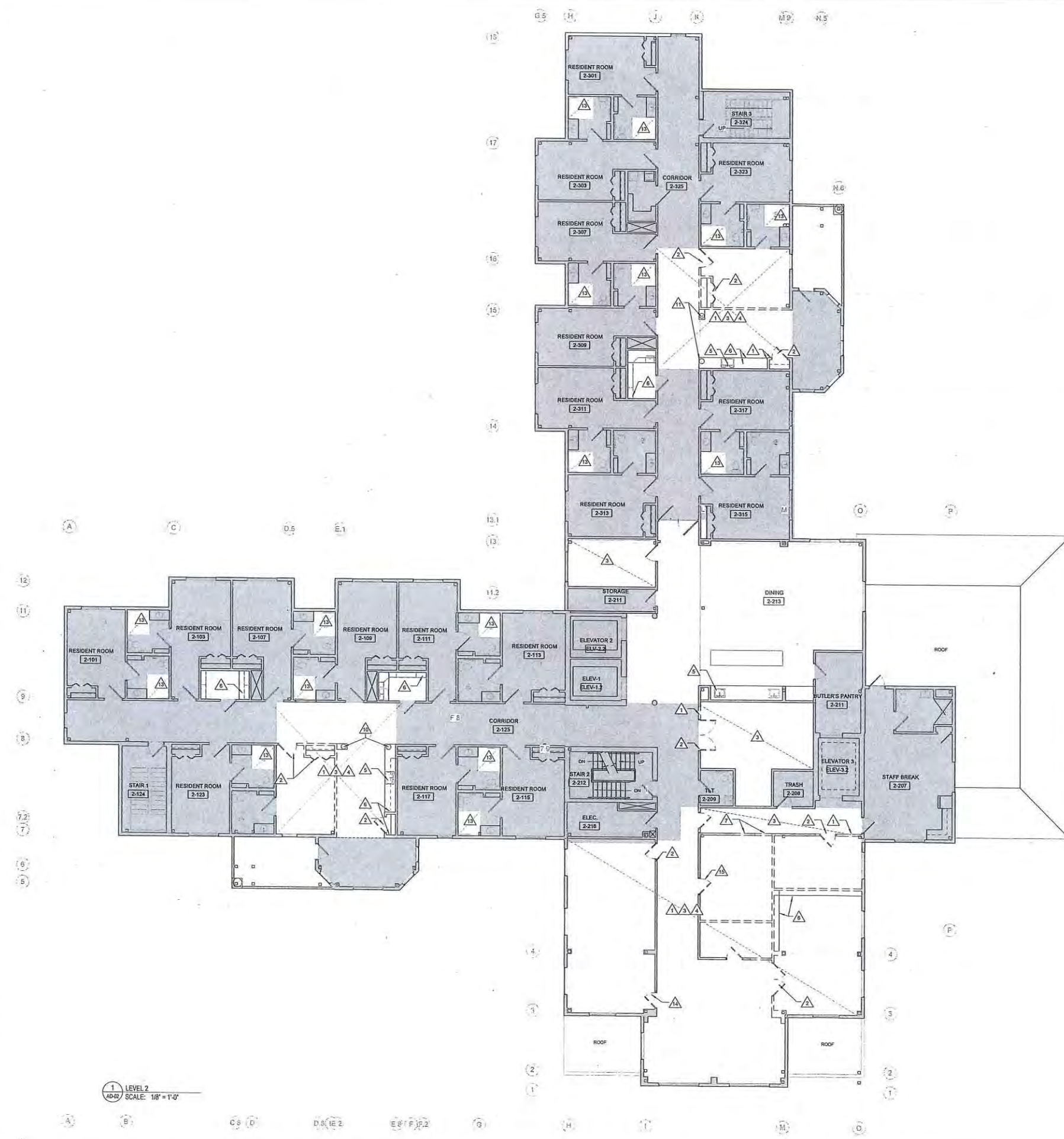
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Scale: As Indicated
Date: 4/1/2022

Print Date/Stamp: 4/1/2022 3:17:08 PM
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1 LEVEL 2
SCALE: 1/8" = 1'-0"

DEMOLITION TAGS

- ▲ REMOVE EXISTING INTERIOR PARTITION FULL HEIGHT (WALL COMPOSITION MAY BE CONCRETE OR GYP/PLASTER AND STUD AND MAY INCLUDE BORROWED LIGHTS OR WINDOWS) PATCH AND REPAIR DAMAGED SURFACES AS REQUIRED FOR NEW CONSTRUCTION.
- ▲ REMOVE EXISTING DOOR, FRAME, AND HARDWARE.
- ▲ REMOVE AND REPLACE CEILING SYSTEM AND LIGHT FIXTURES AND ASSOCIATED COMPONENTS AS REQUIRED TO ACCOMMODATE NEW WORK. SEE MEP DRAWINGS AND REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING FLOORING AND UNDERLAYMENT TO CONCRETE SUB-SURFACE AND PREPARE SLAB FOR NEW FINISHES.
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- ▲ REMOVE EXISTING CASEWORK.
- ▲ REMOVE PORTION OF EXISTING WALL TO RECEIVE NEW DOOR OR OPENING.
- ▲ REMOVE EXISTING EXTERIOR WINDOW / LOWER / CURTAIN WALL.
- ▲ REMOVE EXISTING EXTERIOR WALL ASSEMBLY, INCLUDING STOREFRONTS, WINDOWS, DOORS, MASONRY, CONCRETE CURBS AND HIC. ITEMS SUCH AS THRU-WALL FLASHING. SEE ELEVATIONS & WALL SECTIONS FOR ADDITIONAL INFORMATION. PROTECT EXISTING WALL ASSEMBLY TO REMAIN AND PREPARE FOR AIR & WATER BARRIER AND FLASHING REPAIRS.
- ▲ SAWCUT NEW SLAB OPENING, SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING COLUMN ENCLOSURE. PATCH TO MATCH EXISTING ADJACENT FINISHES.
- ▲ PREPARE FLOOR TO RECEIVE NEW EQUIPMENT AS REQUIRED BY MANUFACTURER.
- ▲ REMOVE AND REPLACE PORTION OF EXISTING WALL AS REQUIRED TO INSTALL BLOCKING FOR SHOWER ENCLOSURE ATTACHMENT. REPAIR PENETRATIONS TO DAMAGED WATERPROOFING AND FINISH TILES TO MATCH EXISTING.
- ▲ SALVAGE EXISTING DOOR AND RELOCATE AS DOOR 2-210.
- ▲ SALVAGE EXISTING DOOR TO RELOCATE AS DOOR 2-217.

WILMOT SANZ
ARCHITECTURE INTERIOR DESIGN PLANNING

77 UPPER ROCK CIRCLE • SUITE 100
ROCKVILLE, MD 20850
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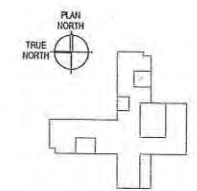
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License Number: 10655
Expiration Date: 02/28/2024

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O'DONNELL NACCARATO
STRUCTURAL ENGINEERS

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Philadelphia, PA 19106
800.607.7284



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



Alpas

Alpas Wellness

Alpas Wellness Center
104 Washington Ave
LA PAI, MD 20646

LEVEL 2 - DEMOLITION

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Architect/Engineer Seal:



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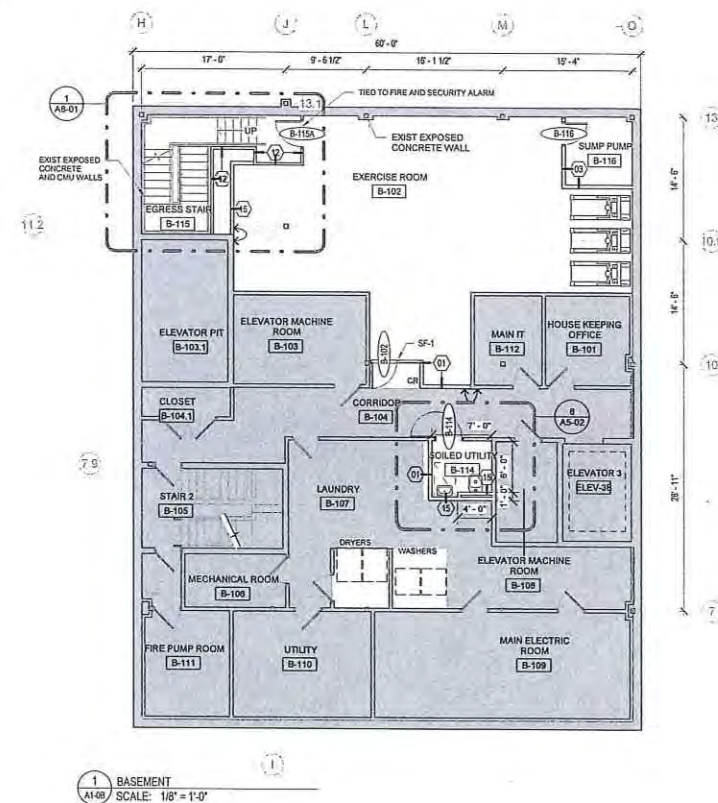


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410.579.8100

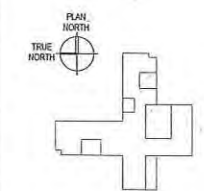
STRUCTURAL ENGINEER



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Philadelphia, PA 19106
800.607.7284



1 BASEMENT
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AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



Alpas Wellness

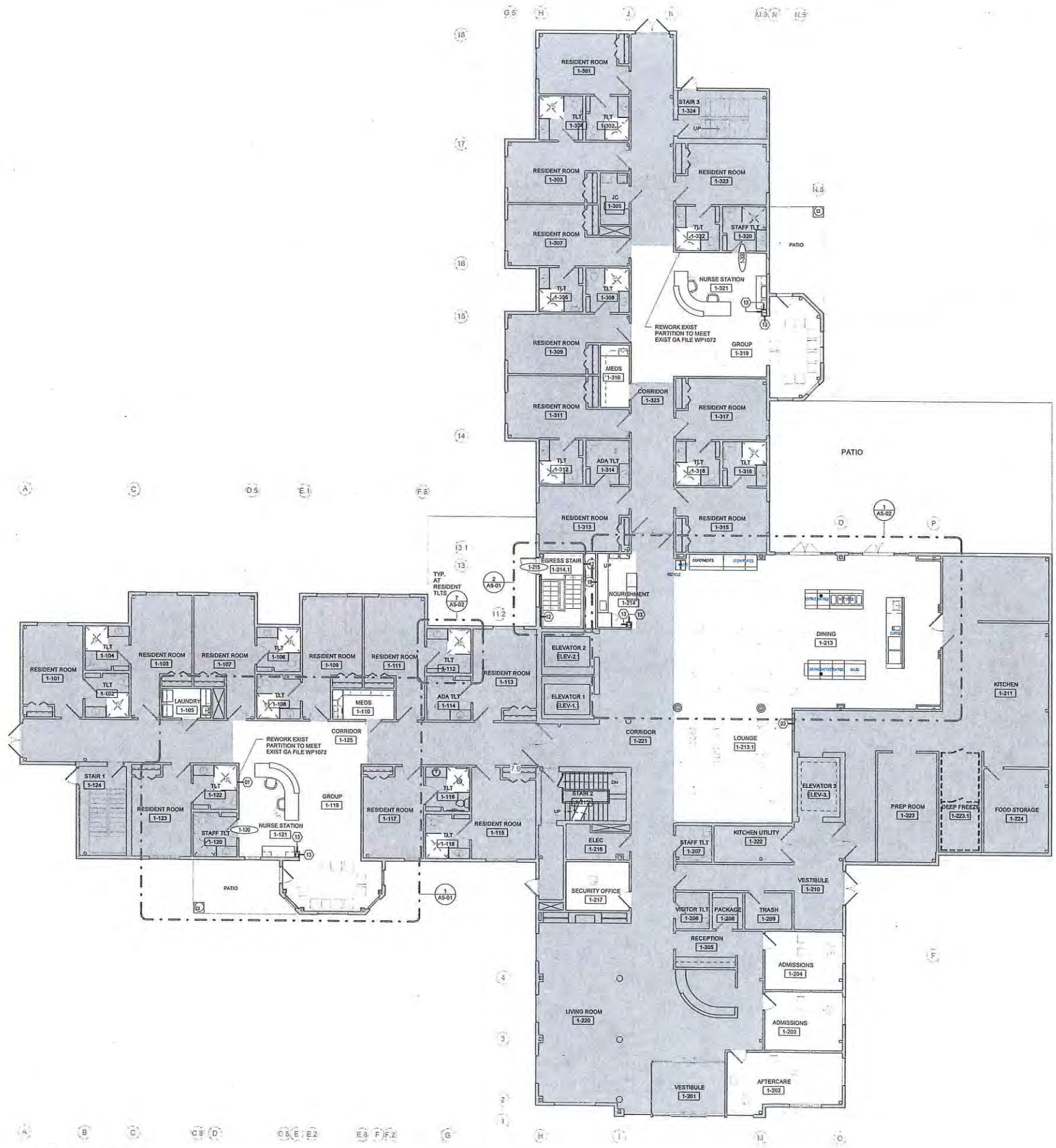
Alpas Wellness Center
1214 Washington Ave
La Plata, MD 20646

BASEMENT - NEW WORK P1

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1 LEVEL 1-PHASE ONE
SCALE: 1/8" = 1'-0"

NEW WORK FLOOR PLAN NOTES

1. REFER TO GENERAL NOTES ON SHEET AG-1 FOR ADDITIONAL INFORMATION, AS WELL AS TYPICAL AND GENERAL DEMOLITION NOTES AD.
2. REFER TO AG SERIES DRAWINGS FOR TYPICAL MOUNTING HEIGHTS.
3. DIMENSIONS ARE FROM FACE OF FINISHED FLOOR OR WALL.
4. PATCH AND REPAIR EXISTING WALL SURFACES INDICATED TO REMAIN AS REQUIRED TO MATCH ADJACENT WALL SURFACES FOR SMOOTH AND LEVEL TRANSITION AND MAKE READY FOR THE INSTALLATION OF NEW FINISHES.
5. PROVIDE BLOOMING AT NEW AND EXISTING PARTITIONS FOR NEW CASEWORK, SHELVS AND/OR OTHER WALL MOUNTED ITEMS/EQUIPMENT AS REQUIRED.
6. ALL GYPSUM BOARD ABUTTING OTHER MATERIALS ARE TO BE FINISHED WITH METAL EDGES.
7. INSTALL MOISTURE AND MOLD RESISTANT BOARD, CEMENT BOARD OR DENS-SHIELD ON CEILING SCHEDULED FOR GWS AND WALLS OF ALL WET INCLUDING BUT NOT LIMITED TO AREAS WITHIN 1 FEET OF WALL MOUNTED PLUMBING FIXTURES; AND LOCATION TO RECEIVE CERAMIC TILE AS SCHEDULED - TYPICALLY TOILET LOCATIONS. USE APPROPRIATE WALL BOARD FOR FINISH MATERIAL USED AT THAT LOCATION.
8. IF FURNITURE IS SHOWN IT IS FOR REFERENCE ONLY. (RUC - UNDER SEPARATE CONTRACT).
9. COORDINATE WITH MEP, FIRE PROTECTION, EQUIPMENT, AND OTHER DRAWINGS. SEE MEP/FIRE PROTECTION, EQUIPMENT, AND OTHER DRAWING FOR WORK IN AREA NOT SHOWN HERE. COORDINATE LOCATION OF NEW EQUIPMENT CLEARANCES, MOUNTING, TIE-DOWNS, ACCESS HATCHES, PIPE AND CONDUIT RUNS, CHANGES, ETC. - ADOPT EXISTING CONDITIONS TO REMAIN AS REQUIRED TO PERFORM NEW WORK BY ALL TRADES - RESTORE ALL EXISTING DISTURBED AREAS TO PREVIOUS CONDITION - REPAIR AND REFINISH AS NEEDED.
10. COORDINATE WITH EQUIPMENT VENDOR DRAWINGS. SEE EQUIPMENT VENDOR DRAWINGS FOR COORDINATION OF WORK IN AREA NOT SHOWN HERE. COORDINATE LOCATION OF OWNER SUPPLIED EQUIPMENT CLEARANCES, MOUNTING, TIE-DOWNS, ACCESS HATCHES, ETC.
11. MODIFY EXISTING SLAB ON GRADE AS NEEDED FOR NEW WORK, COORDINATE WITH ALL TRADES.
12. GC COORDINATE O.F.C.L. VENDOR (OWNER) PROVIDED ITEMS. GC TO COORDINATE WITH OWNER FOR O.F.O.I. - PROVIDE BLOOMING, ETC. AS REQUIRED.
13. SEE MEP, FIRE, PROTECTION, ETC. DIVS FOR WORK THAT OCCURS IN THE EXISTING BUILDING THAT DOES NOT SHOW ON ARCHITECTURAL PLAN. MODIFY CEILING WALLS, ETC. AS NEEDED TO INSTALL NEW WORK - GC COORDINATE ALL TRADES. REPAIR PATCH REFINISH AS NEEDED TO INSTALL NEW WORK. MAINTAIN EXISTING FIRE RATINGS.
14. GC COORDINATE ALL FURRING AT MECHANICAL PIPING - WHERE WILL NEED TO ADJUSTED TO FURR AROUND PIPING - VERIFY WITH ARCHITECT PRIOR TO INSTALLING FURRING. PROVIDE ALL MODIFICATION TO FURRING AS NEEDED TO ACCOMMODATE THE PIPING LOCATIONS.

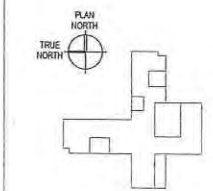
WILMOT SANZ
ARCHITECTURE INTERIOR DESIGN PLANNING

77 UPPER ROCK CIRCLE • SUITE 100
ROCKVILLE, MD 20850
301.550.2900 • WWW.WILMOTSANZ.COM



MEP ENGINEER
WSP
7067 Columbia Gateway Drive, Suite 250
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410.579.8100

STRUCTURAL ENGINEER
O'DONNELL NACCARATO
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Philadelphia, PA 19106
800.607.7284



AREA OF WORK
KEY PLAN

REVISIONS	DATE	NO.

Alpas
Alpas Wellness
Alpas Wellness Center
1814 Washington Ave
La Plata, MD 20646

LEVEL 1 - NEW WORK P1
Project Number: 2105 01
Scale: As Indicated
Date: 4/1/2022
Print Date/Stamp: 4/1/2022 3:15:49 PM
Sheet No:

A1-01
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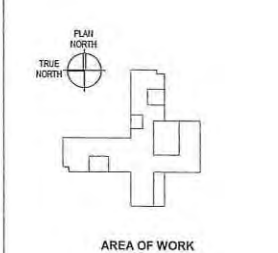
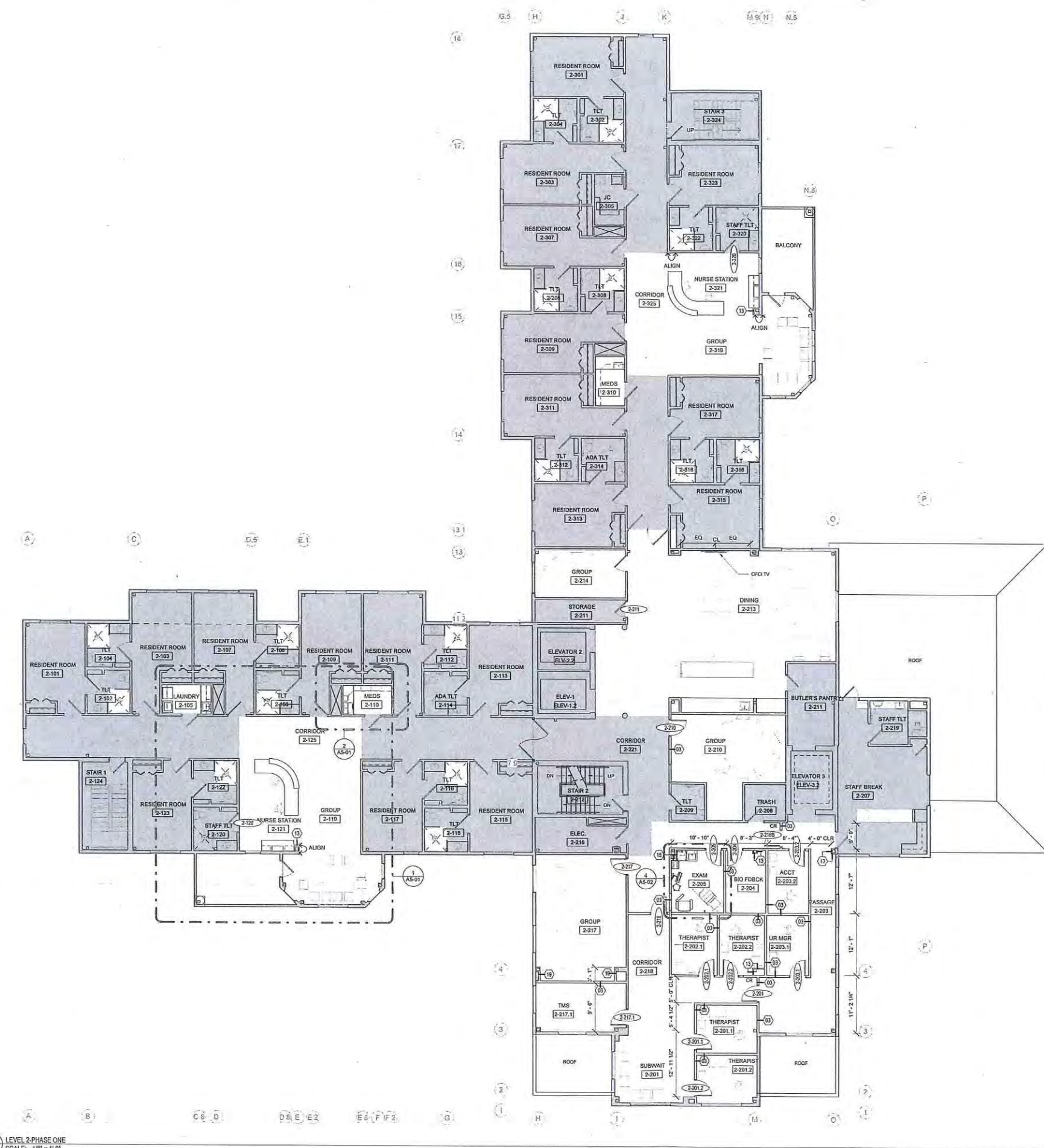
I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of this jurisdiction.
License Number: 10555
Expiration Date: 03/28/2024



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Philadelphia, PA 19106
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KEY PLAN

REVISIONS	DATE	NO.



Alpas
Alpas Wellness

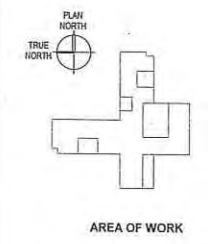
Alpas Wellness Center
1314 Washington Ave
La Plata, MD 20646

LEVEL 2 - NEW WORK P1
Project Number: 2105.01
Scale: 1/8" = 1'-0"
Date: 4/1/2022
Print Date/Stamp: 4/1/2022 3:15:56 PM
Sheet No:

A1-02
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1 LEVEL 2-PHASE ONE
SCALE: 1/8" = 1'-0"



KEY PLAN

REVISIONS	DATE	NO.



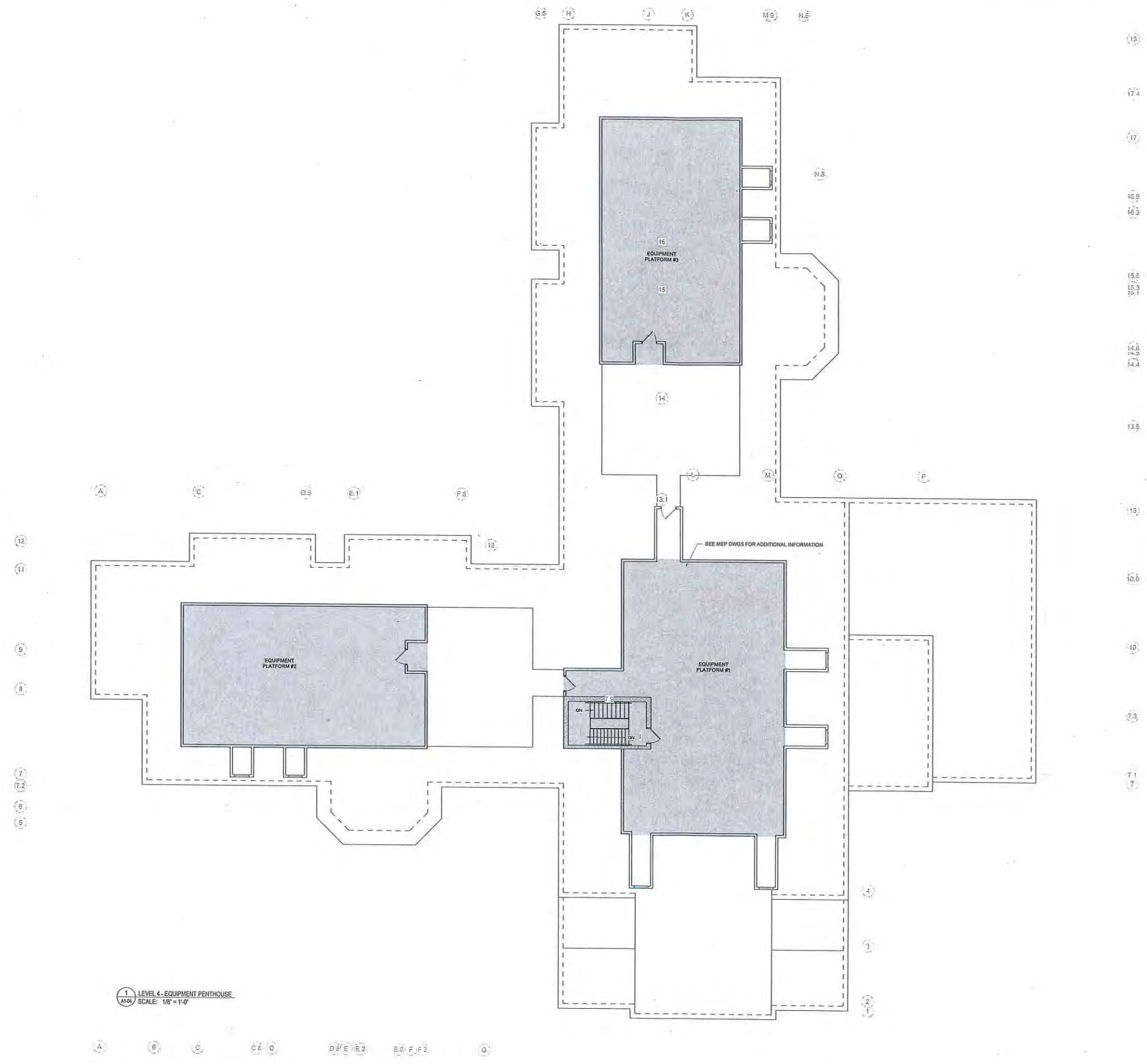
Alpas Wellness

Alpas Wellness Center
814 Washington Ave
La Plata, MD 20646

PENTHOUSE - NEW WORK P1

Project Number:	2105 01
Scale:	1/8" = 1'-0"
Date:	4/1/2022
Print Date/Stamp:	4/1/2022 3:15:58 PM
Sheet No.:	

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1 LEVEL 4 - EQUIPMENT PENTHOUSE
SCALE: 1/8" = 1'-0"

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Architect/Engineer Seal



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Expiration Date: 02/28/2024

MEP ENGINEER

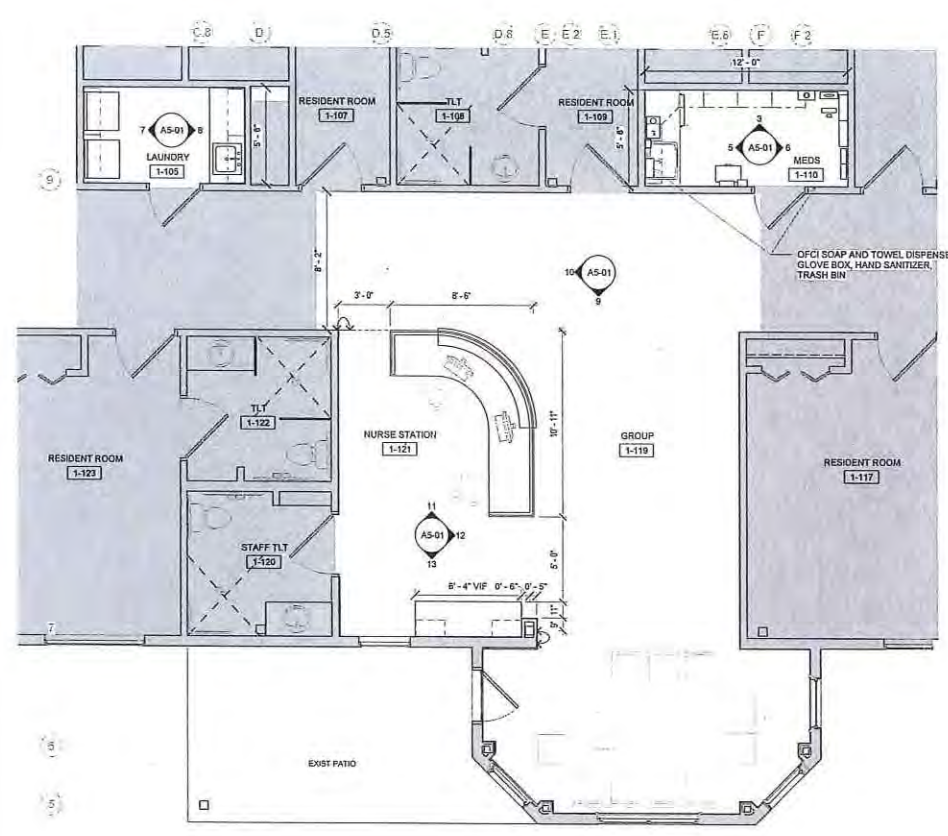


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Columbia, Maryland 21046
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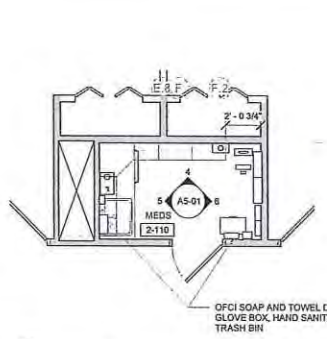
STRUCTURAL ENGINEER



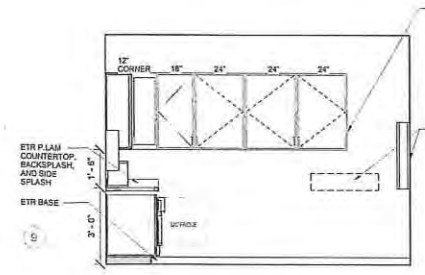
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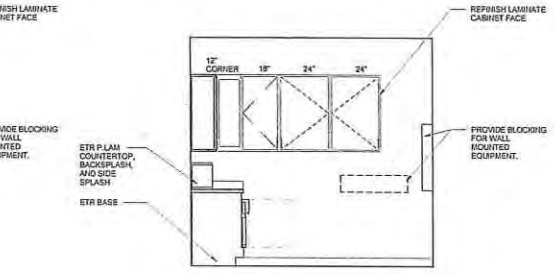
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AS-01 SCALE: 1/4" = 1'-0"



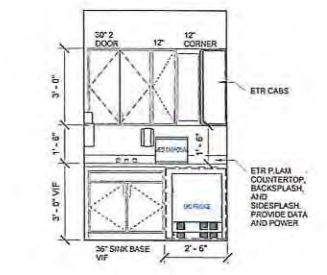
2 LEVEL 2 MEDS - WEST
AS-01 SCALE: 1/4" = 1'-0"



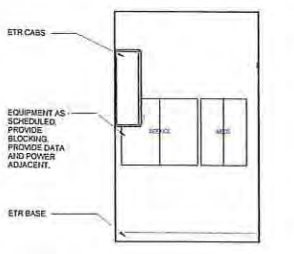
3 LEVEL 1 MEDS - NORTH
AS-01 SCALE: 3/8" = 1'-0"



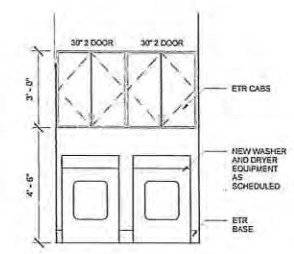
4 LEVEL 2 MEDS - NORTH
AS-01 SCALE: 3/8" = 1'-0"



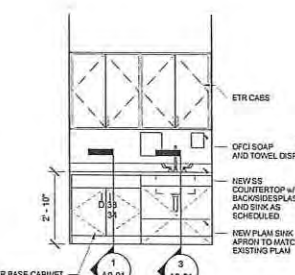
5 MEDS TYPICAL - WEST
AS-01 SCALE: 3/8" = 1'-0"



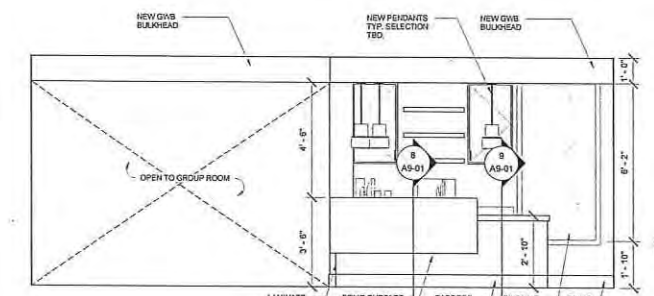
6 MEDS TYPICAL - EAST
AS-01 SCALE: 3/8" = 1'-0"



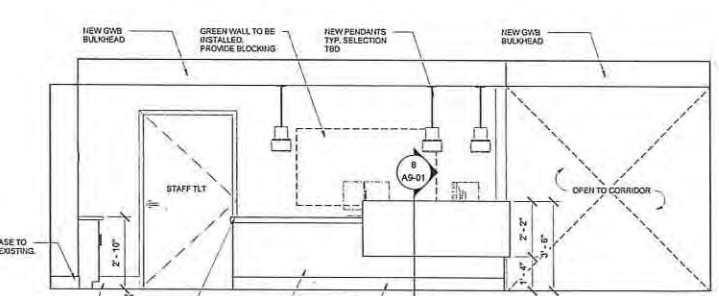
7 LAUNDRY TYPICAL - WEST
AS-01 SCALE: 3/8" = 1'-0"



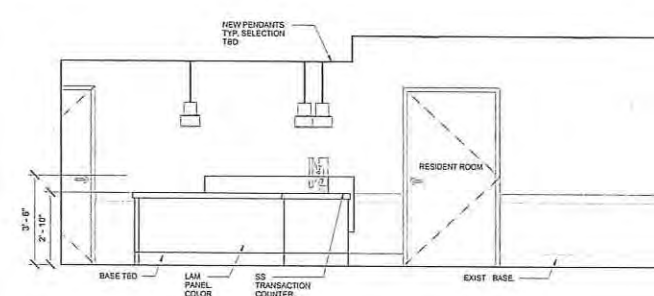
8 LAUNDRY TYPICAL - EAST
AS-01 SCALE: 3/8" = 1'-0"



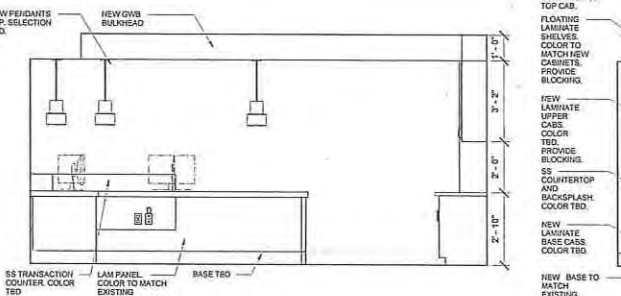
9 NURSE STATION TYPICAL - SOUTH
AS-01 SCALE: 3/8" = 1'-0"



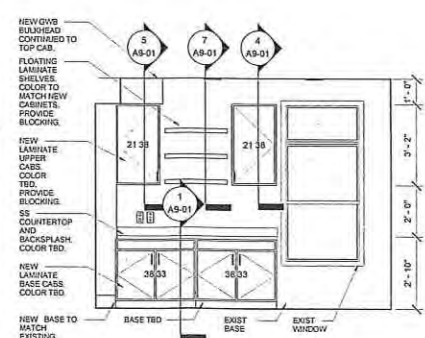
10 NURSE STATION TYPICAL - WEST
AS-01 SCALE: 3/8" = 1'-0"



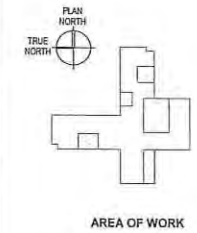
11 NURSE STATION TYPICAL - NORTH
AS-01 SCALE: 3/8" = 1'-0"



12 NURSE STATION TYPICAL - EAST
AS-01 SCALE: 3/8" = 1'-0"

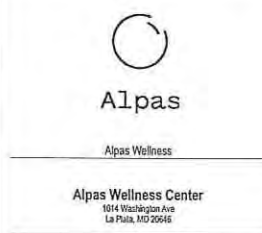


13 NURSE STATION TYPICAL - SOUTH
AS-01 SCALE: 3/8" = 1'-0"



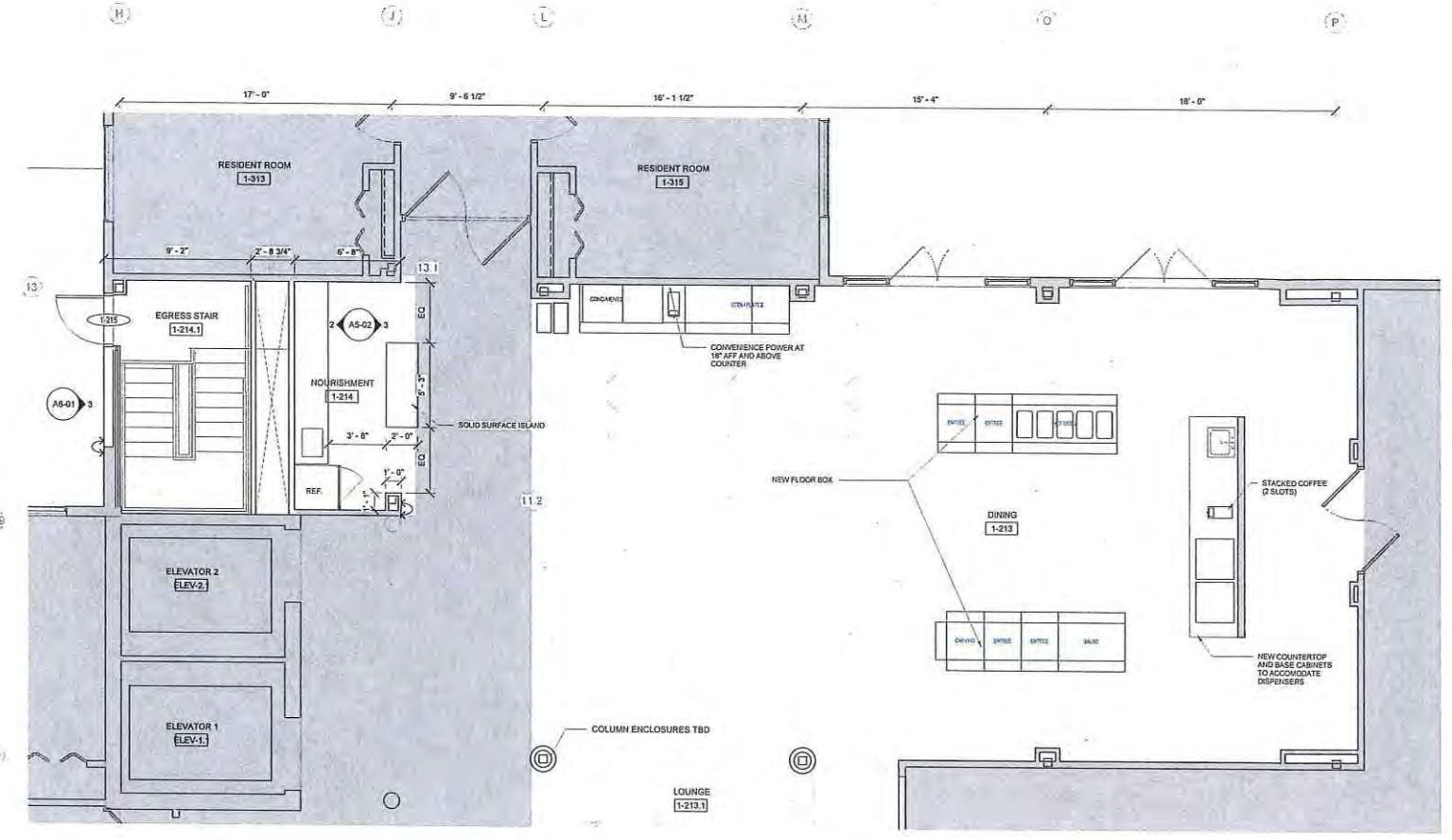
KEY PLAN

REVISIONS	DATE	NO.

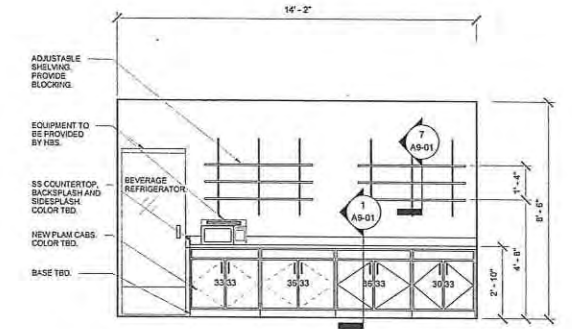


INTERIOR ELEVATIONS
Project Number: 2105.01
Scale: As Indicated
Date: 4/19/22
Print Date/Stamp: 4/19/22 3:16:14 PM
Sheet No:

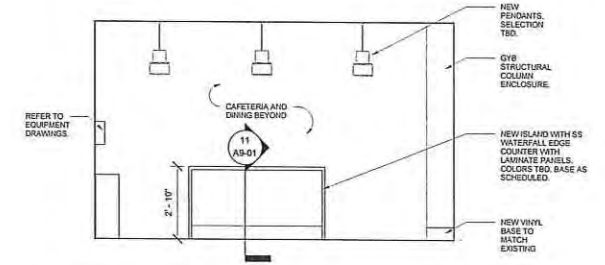
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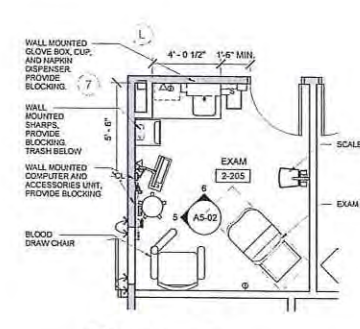
1 NOURISHMENT AND DINING
AS-02 SCALE: 1/4" = 1'-0"



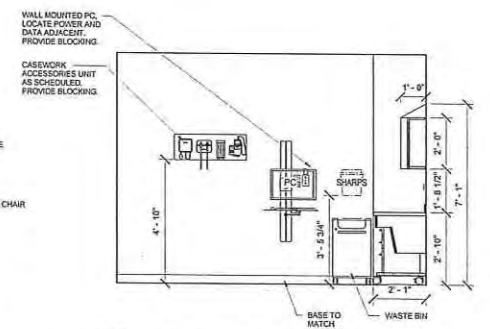
2 NOURISHMENT - WEST
AS-02 SCALE: 3/8" = 1'-0"



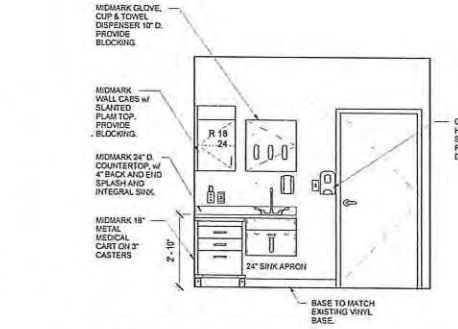
3 NOURISHMENT - EAST
AS-02 SCALE: 3/8" = 1'-0"



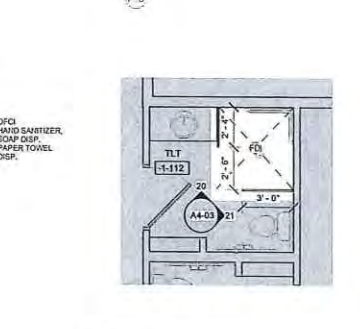
4 LEVEL 2 EXAM ROOM
AS-02 SCALE: 1/4" = 1'-0"



5 LEVEL 2 EXAM ROOM - WEST
AS-02 SCALE: 3/8" = 1'-0"

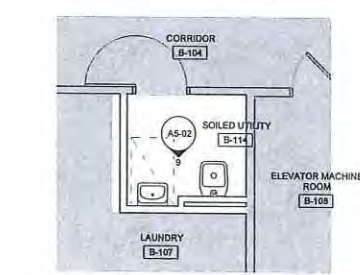


6 LEVEL 2 EXAM ROOM - NORTH
AS-02 SCALE: 3/8" = 1'-0"

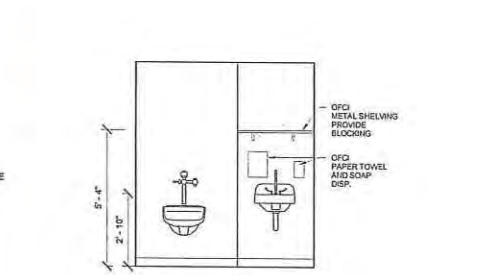


7 TYPICAL RESIDENT TLT
AS-02 SCALE: 1/4" = 1'-0"

- RESIDENT TOLLET - SHOWER ENCLOSURE GENERAL NOTES
1. VERIFY IN FIELD SUFFICIENT BLOCKING IN WALLS AND ADD BLOCKING AS REQUIRED
 2. ATTACHMENTS TO AVOID PUNCTURING EXISTING WATERPROOFING SYSTEM (W/P)
 3. PATCH AND REPAIR W/P AND TILE TO MATCH EXISTING




8 BASEMENT SOILED UTILITY
AS-02 SCALE: 1/4" = 1'-0"



9 SOILED UTILITY ELEVATION
AS-02 SCALE: 3/8" = 1'-0"

KEY PLAN

REVISIONS	DATE	NO.


Alpas
 Alpas Wellness
 Alpas Wellness Center
 1814 Washington Ave
 La Plata, MD 20646

INTERIOR ELEVATIONS
 Project Number: 2105-01
 Scale: As Indicated
 Date: 4/16/2022
 Print Date/Stamp: 4/16/2022 3:16:21 PM
 Sheet No.:

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Architect/Engineer Seal

MEP ENGINEER
WSP

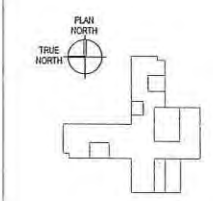
7087 Columbia Gateway Drive, Suite 250
Columbia, Maryland 21046
410.579.8100

STRUCTURAL ENGINEER
O'DONNELL NACCARATO
STRUCTURAL ENGINEERS

701 Market, Suite 6000
Philadelphia, PA 19106
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DEMOLITION TAGS

- ▲ REMOVE EXISTING INTERIOR PARTITION WALL HEIGHT (WALL COMPOSITION MAY BE CONCRETE OR GYP/PLASTER AND STUD) AND MAY INCLUDE BORROWED LIGHTS OR WINDOWS) PATCH AND REPAIR DAMAGED SURFACES AS REQUIRED FOR NEW CONSTRUCTION.
- ▲ REMOVE EXISTING DOOR, FRAME, AND HARDWARE.
- ▲ REMOVE AND REPLACE CEILING SYSTEM AND LIGHT FIXTURES AND ASSOCIATED COMPONENTS AS REQUIRED TO ACCOMMODATE NEW WORK. SEE MEP DRAWINGS AND REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING FLOORING AND UNDERLAYMENT TO CONCRETE SUB-SURFACE AND PREPARE SLAB FOR NEW FINISHES.
- ▲ REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED PIPING. PATCH AND REPAIR ADJACENT SURFACES. SEE PLUMBING DWGS FOR ADDITIONAL INFORMATION.
- ▲ REMOVE EXISTING CASEWORK.
- ▲ REMOVE PORTION OF EXISTING WALL TO RECEIVE NEW DOOR OR OPENING.
- ▲ REMOVE PORTION OF EXISTING EXTERIOR WALL ASSEMBLY. SEE A3 DRAWINGS FOR ADDITIONAL INFORMATION. CONFIRM IF EXISTING WINDOW ASSEMBLIES CAN BE SALVAGED AND REINSTALLED.
- ▲ REMOVE EXISTING EXTERIOR WALL ASSEMBLY, INCLUDING SIDING/FROTH, WINDOWS, DOORS, MASONRY, CONCRETE CURBS AND MISC. ITEMS SUCH AS THRU-WALL FLASHING. SEE ELEVATIONS & WALL SECTIONS FOR ADDITIONAL INFORMATION. PROTECT EXISTING WALL ASSEMBLY TO REMAIN AND PREPARE FOR AIR & WATER BARRIER AND FLASHING DETAILS.
- ▲ PREPARE FLOOR TO RECEIVE NEW EQUIPMENT AS REQUIRED BY MANUFACTURER.
- ▲ REMOVE AND REPLACE PORTION OF EXISTING WALL AS REQUIRED TO INSTALL BLOCKING FOR SHOWER ENCLOSURE ATTACHMENT. REPAIR PENETRATIONS TO DAMAGED WATERPROOFING AND FINISH TILES TO MATCH EXISTING.
- ▲ REMOVE EXISTING ROOFING SYSTEM AND ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, PARAPET RAILING AND COPING.
- ▲ EXISTING WALL TO BE REWORKED REMOVE RECEPTACLES FROM AND ADD BLOCKING AS REQUIRED FOR SCHEDULED ACCESSORIES.
- ▲ COORDINATE CORE DRILL LOCATION WITH NEW NURSE STATION DESK.
- ▲ RELOCATE WATER HEATER AND REMOVE 4'-2" X 2'-4" CONCRETE HOUSEKEEPING PAD, WF DIMENSIONS. REAR AND PATCH FLOOR TO RECEIVE SCHEDULED FINISHES.



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.

Alpas
Alpas Wellness
Alpas Wellness Center
1014 Washington Ave
Lis Pils, MD 20916

LEVEL 3 - DEMOLITION
Project Number: 2105.01
Scale: As Indicated
Date: 01/13/2022
Print Date/Stamp: 5/23/2022 8:02:19 AM
Sheet No:

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5/23/2022 8:02:19 AM c:\w\2021\2105.01 - Alpas Wellness - Substance Abuse Treatment Facility - Arch - SD - RHP\AY\04

1 LEVEL 3 DEMO Phase 2
SCALE: 1/8" = 1'-0"

Architect/Engineer Seal

MEP ENGINEER



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Columbia, Maryland 21046
410.579.8100

STRUCTURAL ENGINEER



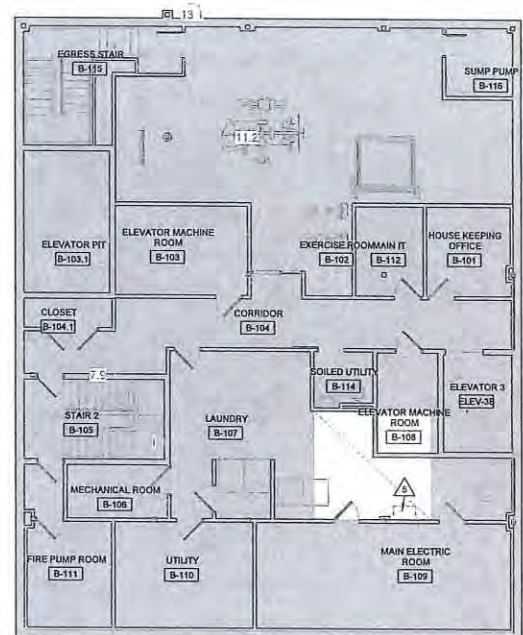
701 Market, Suite 8000
Philadelphia, PA 19105
800.607.7284

DEMOLITION TAGS

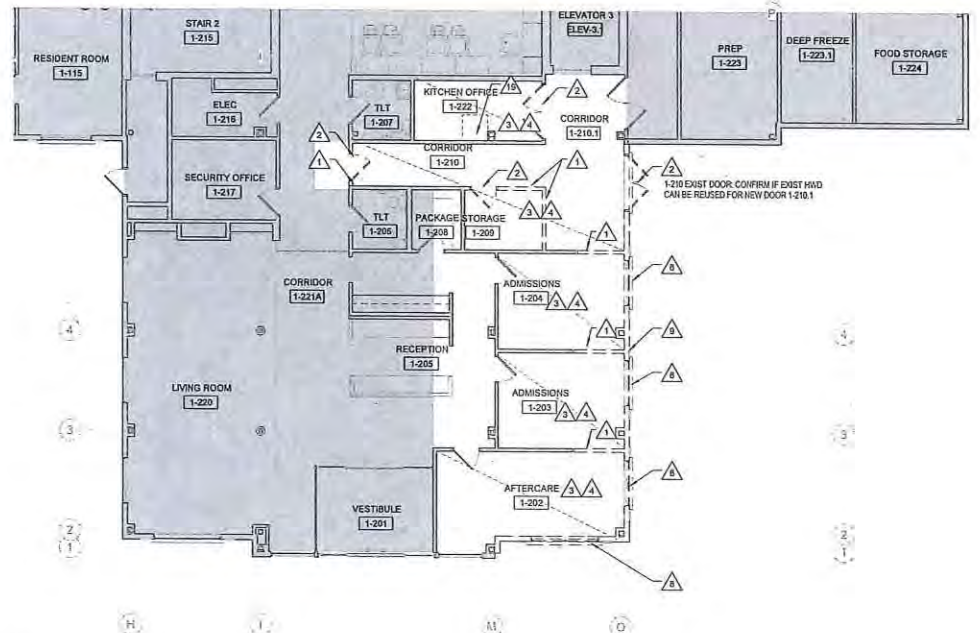
- △ REMOVE EXISTING INTERIOR PARTITION WALL HEIGHT (WALL COMPOSITION MAY BE CONCRETE OR GYPSUM AND STUD AND MAY INCLUDE BORROWED LIGHTS OR WINDOWS) PATCH AND REPAIR DAMAGED SURFACES AS REQUIRED FOR NEW CONSTRUCTION.
- △ REMOVE EXISTING DOOR, FRAME, AND HARDWARE.
- △ REMOVE AND REPLACE CEILING SYSTEM AND LIGHT FIXTURES AND ASSOCIATED COMPONENTS AS REQUIRED TO ACCOMMODATE NEW WORK. SEE MEP DRAWINGS AND REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
- △ REMOVE EXISTING FLOORING AND UNDERLAYMENT TO CONCRETE SUB-SURFACE AND PREPARE SLAB FOR NEW FINISHES.
- △ REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED PIPING. PATCH AND REPAIR ADJACENT SURFACES. SEE PLUMBING DWGS FOR ADDITIONAL INFORMATION.
- △ REMOVE EXISTING CASEWORK.
- △ REMOVE PORTION OF EXISTING WALL TO RECEIVE NEW DOOR OR OPENING.
- △ REMOVE PORTION OF EXISTING EXTERIOR WALL ASSEMBLY. SEE AS DRAWINGS FOR ADDITIONAL INFORMATION. CONFIRM IF EXISTING WINDOW ASSEMBLIES CAN BE SALVAGED AND REINSTALLED.
- △ REMOVE EXISTING EXTERIOR WALL ASSEMBLY, INCLUDING STOREFRONTS, WINDOWS, DOORS, INSULATION, CONCRETE CURBS AND MISC. ITEMS SUCH AS TRIM-WALL FLASHING. SEE ELEVATIONS & WALL SECTIONS FOR ADDITIONAL INFORMATION. PROTECT EXISTING WALL ASSEMBLY TO REMAIN AND PREPARE FOR AIR & WATER BARRIER AND FLASHING TIE-BACKS.
- △ PREPARE FLOOR TO RECEIVE NEW EQUIPMENT AS REQUIRED BY MANUFACTURER.
- △ REMOVE AND REPLACE PORTION OF EXISTING WALLS AS REQUIRED TO INSTALL BLOCKING FOR SHOWER ENCLOSURE ATTACHMENT. REPAIR PENETRATIONS TO DAMAGED WATERPROOFING AND FINISH TILES TO MATCH EXISTING.
- △ REMOVE EXISTING ROOFING SYSTEM AND ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, PARAPET RAILING AND COPING.
- △ EXISTING WALL TO BE REWORKED REMOVE RECEPTACLES FROM AND ADD BLOCKING AS REQUIRED FOR SCHEDULED ACCESSORIES.
- △ COORDINATE CORE DRILL LOCATION WITH NEW HURSE STATION DESK.
- △ RELOCATE WATER HEATER AND REMOVE 4" X 4" X 2'-0" CONCRETE HOUSEKEEPING PAD. VERIFY DIMENSIONS. REPAIR AND PATCH FLOOR TO RECEIVE SCHEDULED FINISHES.

GENERAL DEMOLITION NOTES

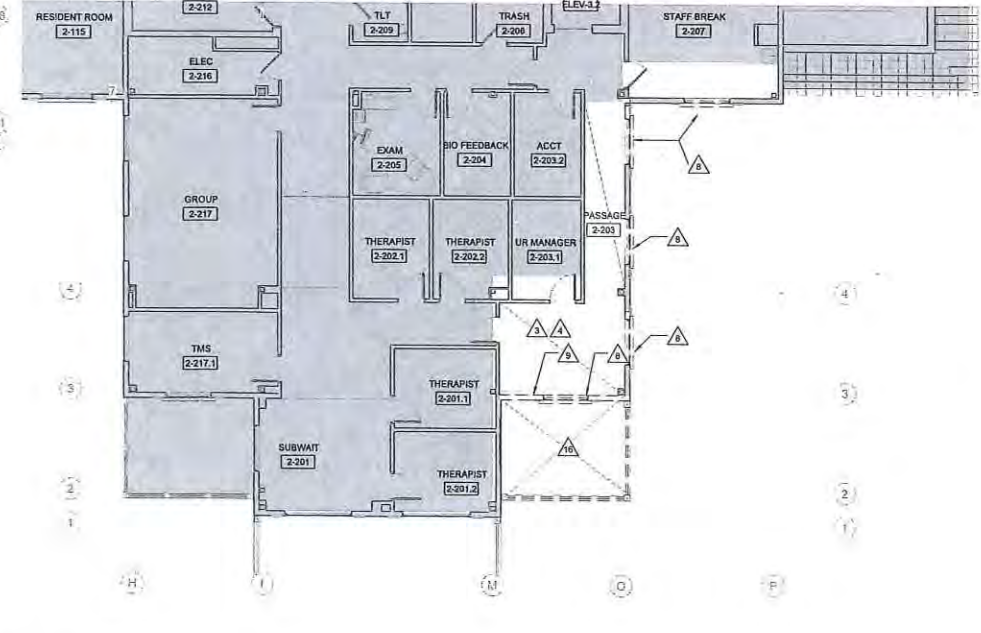
1. PRIOR TO STARTING DEMOLITION WORK THE CONTRACTOR SHALL MEET WITH THE OWNER TO COORDINATE ALL ITEMS TO BE SALVAGED AND/OR RELOCATED. ALL SALVAGED ITEMS MUST BE REMOVED TO AVOID DAMAGE. PROTECT AND STORE ITEMS AS DIRECTED BY THE OWNER.
2. CONTRACTOR SHALL SCHEDULE ALL WORK INCLUDING ANY INTERRUPTION OF UTILITIES PRIOR TO STARTING WORK. THE BUILDING SHALL BE OCCUPIED AND IN USE DURING THE TIME THE WORK IS BEING PERFORMED. CONTRACTOR MUST NOTIFY SCHEDULED INTERRUPTIONS WITH OWNER'S APPROVAL.
3. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO UNDERTAKING ANY DEMOLITION WORK. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY, FOR CLARIFICATION. DISCREPANCIES IN THE DRAWINGS DOES NOT ALLEVATE THE CONTRACTOR FROM THE DOCUMENTS INTENT. NO ADDITIONAL CORRECTION REQUESTS WILL BE ALLOWED AFTER CONTRACT IS SIGNED FOR ADDITIONAL CORRECTION.
4. CONTRACTOR SHALL COORDINATE WORK AND ESTABLISH APPROVAL FROM THE OWNER'S REPRESENTATIVE FOR THE PROCEDURES AND METHODS OF DEMOLITION REGARDING NOISE CONTROL AND THE USE OF BUILDING FACILITIES, INCLUDING TOILETS, HEATING, AIR CONDITIONING, ELECTRICITY, ETC. THE EXISTING ELEVATORS MAY NOT BE USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL PROVIDE THEIR OWN CONSTRUCTION ELEVATOR AT THE LOCATION DETERMINED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE A SEPARATE TEMPORARY CONSTRUCTION ACCESS.
5. BEFORE STARTING WORK, THE CONTRACTOR SHALL CHECK AND VERIFY CONDITIONS AND ELEVATIONS, SURVEY ALL EXISTING CONDITIONS, PREPARE A LIST OF EXISTING DAMAGED AREAS VERIFIED BY DATED PHOTOGRAPHS AND SIGNED BY CONTRACTOR AND OTHERS CONDUCTING INVESTIGATION.
6. REFER TO OTHER DISCIPLINE MECHANICAL, ELECTRICAL, PLUMBING DEMOLITION PLANS FOR ADDITIONAL ITEMS TO BE REMOVED. COORDINATE GENERAL DEMOLITION REQUIREMENTS WITH MECH AND ELEC DEMOLITION WORK. PATCH AND REPAIR ALL FINISHES AND DEVICES DISTURBED BY DEMOLITION WORK. ALL REQUIRED DEMOLITION WORK FOR MECHANICAL (R/AC & PLUMBING) AND ELECTRICAL SERVICES ARE NOT SPECIFICALLY SHOWN ON THE ARCHITECTURAL DEMOLITION DRAWINGS. THESE ITEMS ARE TO BE IDENTIFIED AND COORDINATED WITH APPLICABLE TRADES.
7. WHERE PLUMBING FIXTURES ARE REMOVED, EXISTING PIPING SHALL BE CAPPED BACK TO THE MAIN OR LATERAL. EXISTING ELECTRICAL WILL BE REMOVED BACK TO THE NEXT ACTIVE JUNCTION BOX. REFER TO MECHANICAL DEMOLITION DRAWINGS FOR ADDITIONAL INFORMATION.
8. THE REQUIRED DEMOLITION SHALL NOT BE LIMITED TO THAT PORTION SHOWN ON THE PLANS ALONE. WORK COINCIDENTAL TO THAT WHICH IS NECESSARY TO ACCOMPLISH THE INTENT OF THE CONTRACT DOCUMENTS IS ALSO PART OF WORK.
9. REMOVAL OF DEMOLITION ITEMS INDICATED SHALL INCLUDE ALL ASSOCIATED ELEMENTS.
10. WORK MAY REQUIRE ADDITIONAL DEMOLITION NOT INDICATED ON THE DOCUMENTS. a) CORE DRILLING AND REMOVAL OF WALLS AS NECESSARY TO INSTALL MECHANICAL, PLUMBING AND ELECTRICAL WORK. REMOVAL OF WALLS SHALL BE QUALIFIED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO ANY REMOVAL. b) REMOVAL OF ALL IRON ANCHORS, CLAMPS, HOOKS, DEVICES, EMBEDDED ANCHORS, SIGMAE AND SIMILAR ITEMS FROM WALL, FLOOR AND/OR CEILING SURFACES.
11. DEMOLITION OR REPAIR WORK REQUIRED IN OTHER AREAS OF THE BUILDING DUE TO WORK IN EXISTING UTILITIES SHALL BE INCLUDED IN THE SCOPE OF WORK.
12. WHERE DEMOLITION AND ALTERATIONS OCCUR WITH NO SPECIFIC NEW SCHEDULED FINISHES, THE CONTRACTOR SHALL PATCH AND REPAIR AND/OR REPLACE EXISTING FINISH AS REQUIRED TO MATCH EXISTING ADJACENT FINISHES.
13. PROVIDE TEMPORARY DUST PARTITION (TEMPORARY DUST BARRIERS SHALL BE NON-COMBUSTIBLE, INCLUDING DOOR OPENINGS AND PROTECTED ACCESS ENDS) WHERE NECESSARY AND DIRECTED BY OWNER AROUND ALL AREAS OF WORK TO PREVENT THE SPREAD OF CONSTRUCTION DUST OR DEBRIS. MAKE EVERY EFFORT TO CONTAIN DUST WITHIN THE TEMPORARY BARRIERS. COORDINATE REQUIREMENTS WITH OWNER, INFECTION CONTROL, SPECIFICATION AND ILSM SPECIFICATION.
14. ALL EXISTING WALLS, CEILING, FLOORING, ETC. WHICH ARE DAMAGED DUE TO DEMOLITION AND/OR CONSTRUCTION WORK SHALL BE REPAIRED AS REQUIRED (REGARDLESS OF SIZE) TO MATCH ORIGINAL INTEGRITY AND ADJACENT CONSTRUCTION, AND/OR NEW CONSTRUCTION.
15. WHERE NEW CONSTRUCTION OCCURS, CARE SHALL BE TAKEN SO AS NOT TO DISTURB CONSTRUCTION TO REMAIN, INTEGRITY OF EXISTING FINISHES, AND FIRE PROTECTION ELEMENTS UNLESS SPECIFICALLY DESIGNATED TO BE MOVED.
16. EXISTING WALL, FLOOR AND CEILING MATERIALS AND/OR FINISHES SCHEDULED TO REMAIN WITHIN THE AREA OF NEW WORK SHALL BE PATCHED AND REPAIRED AS REQUIRED TO RECEIVE NEW SCHEDULED FINISHES OR MATCH ADJACENT FINISHES.
17. PATCH HOLES AND VOIDS (REGARDLESS OF SIZE) IN EXIST CONCRETE FLOORS OCCURRING AS A RESULT OF DEMOLITION OR CONSTRUCTION. MATCH THICKNESS OF EXISTING CONCRETE TO MAINTAIN FIRE SEPARATION.
18. EXISTING PARTITIONS THAT ARE INDICATED TO BE REMOVED SHALL BE REMOVED TO THEIR FULLEST HEIGHT U/D/A.
19. WHERE NEW OPENINGS ARE REQUIRED IN EXISTING WALLS, THE CONTRACTOR SHALL PROVIDE NEW LINTELS AS REQUIRED OR AS DETAILED.
20. WHERE EXISTING WALL PARTITIONS ARE SHOWN TO REMAIN WITHIN THE LIMITS OF DEMOLITION CONTRACT BOUNDARY (OR ON THE BOUNDARY), AND NEW FINISHES ARE SCHEDULED TO BE APPLIED (PER THE ROOM FINISH SCHEDULE) THE CONTRACTOR SHALL HAVE THE OPTION OF: 1) REMOVING ONLY THE WALL FINISH (AND PATCHING) THE EXISTING SUBSTRATE, OR 2) REMOVING THE FINISH AND THE SUBSTRATE (AND REPLACING WITH A LIKE SUBSTRATE - MAINTAIN FIRE AND SOUND SEPARATION) AS INDICATED. IN ALL CASES, THE SUBSTRATE SHALL BE PREPARED AS REQUIRED BY THE SPECIFIED FINISH. WHERE EXISTING CEILING IS TO BE REMOVED AND IS NOT SCHEDULED TO REMAIN, THE CONTRACTOR SHALL REMOVE AND REPAIR OR FILL IN AS REQUIRED TO ACCOMMODATE INSTALLATION OF SCHEDULED FINISH.
21. WHERE PLUMBING FIXTURES ARE SHOWN TO REMAIN THEY ARE TO BE REPAIRED (AS REQUIRED) AND CLEANED. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
22. WHERE NEW CEILING IS SCHEDULED, REMOVE ALL EXISTING CEILING FINISHES AND SUSPENSION SYSTEMS, UNLESS OTHERWISE INDICATED.
23. REMOVE AND REINSTALL CEILING AS REQUIRED BY MECHANICAL, ELECTRICAL OR OTHER ABOVE CEILING WORK IN AREAS WHERE NO ARCHITECTURAL DEMOLITION WORK OR LIMITED DEMO WORK IS BEING DONE. REINSTALL CEILING AND PATCH TO MATCH EXISTING.
24. WHERE EXISTING PARTITIONS ARE SCHEDULED TO REMAIN AND THERE IS NEW MECHANICAL OR ELECTRICAL WORK SCHEDULED IN THE PARTITION, REMOVE AND REPLACE OFFSHOOT WALLBOARD AS REQUIRED FOR NEW CONSTRUCTION.



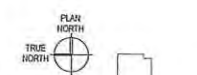
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2 LEVEL 1
AD-1.1 SCALE: 1/8" = 1'-0"



3 LEVEL 2
AD-1.1 SCALE: 1/8" = 1'-0"



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



Alpas Wellness

Alpas Wellness Center
304 Washington Ave
La Plata, MD 20646

BASEMENT-LEVEL 2 - DEMOLITION

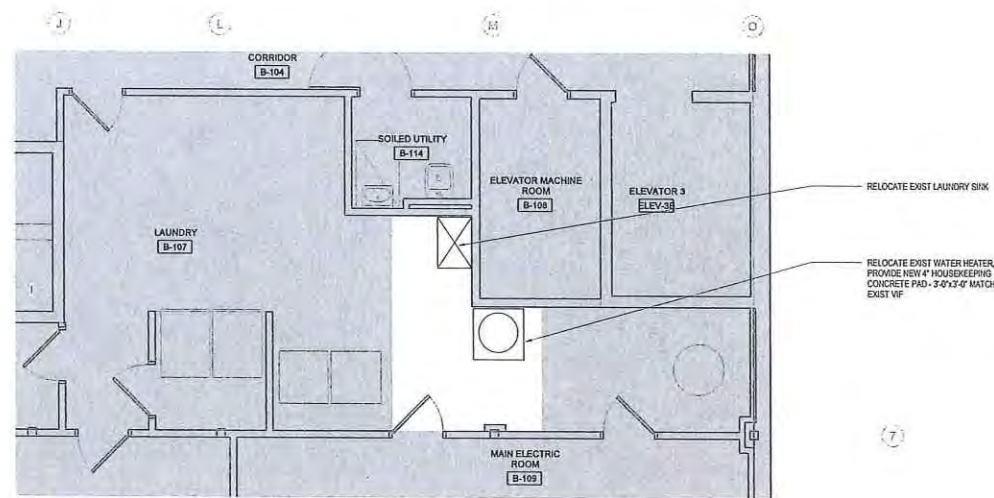
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Sheet No.:

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ISSUED FOR PERMIT

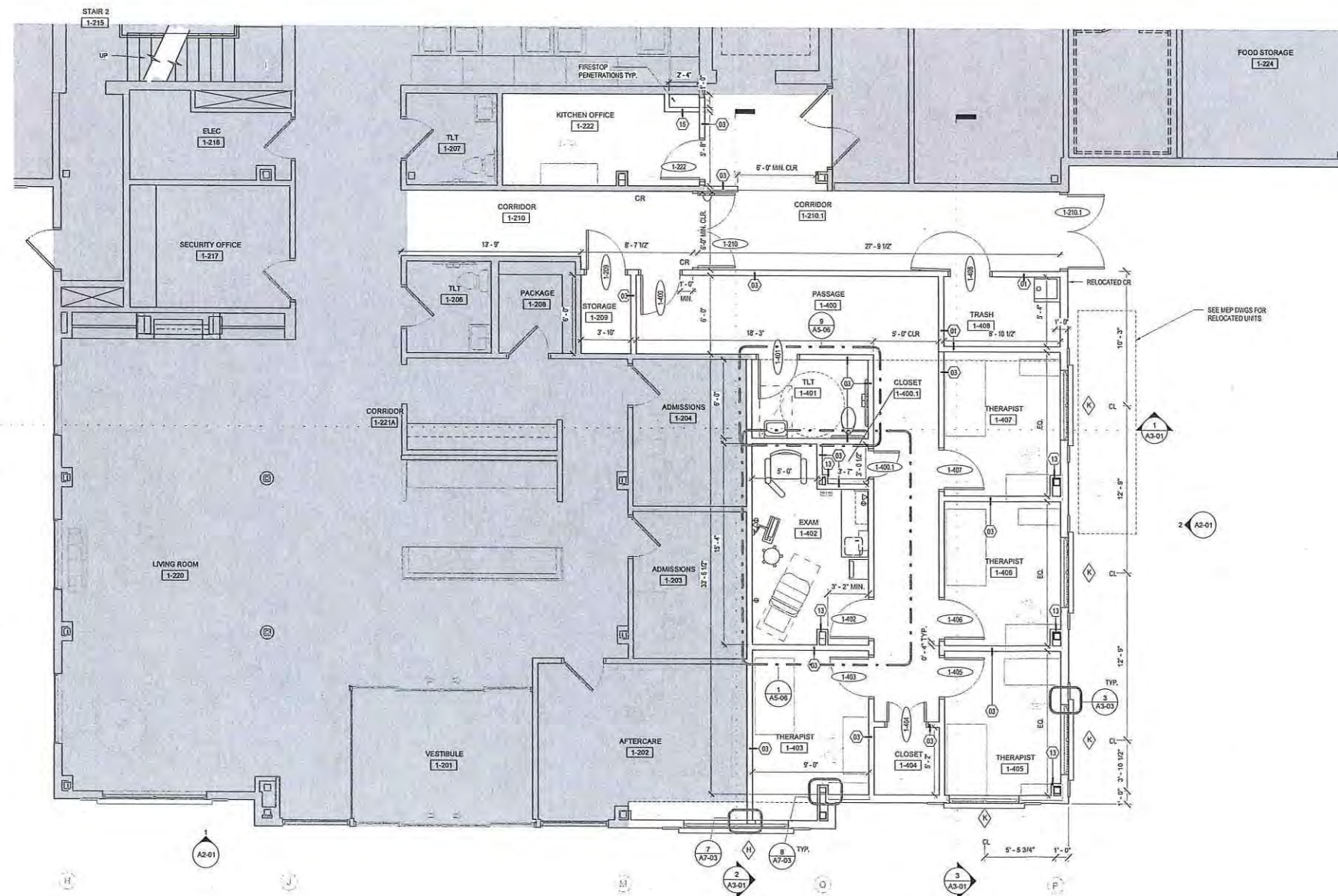
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NEW WORK FLOOR PLAN NOTES

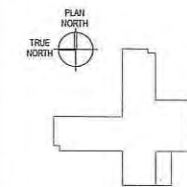
- REFER TO GENERAL NOTES ON SHEET AG-1 FOR ADDITIONAL INFORMATION, AS WELL AS TYPICAL AND GENERAL DEMOLITION NOTES AD.
- REFER TO AG SERIES DRAWINGS FOR TYPICAL MOUNTING HEIGHTS.
- DIMENSIONS ARE FROM FACE OF FINISHED FLOOR OR WALL.
- PATCH AND REPAIR EXISTING WALL SURFACES INDICATED TO REMAIN AS REQUIRED TO MATCH ADJACENT WALL SURFACES FOR SMOOTH AND LEVEL TRANSITION AND MAKE READY FOR THE INSTALLATION OF NEW FINISHES.
- PROVIDE BLOCKING AT NEW AND EXISTING PARTITIONS FOR NEW CASEWORK, SHELVING AND/OR OTHER WALL MOUNTED ITEMS/EQUIPMENT AS REQUIRED.
- ALL GYPSUM BOARD AND OTHER MATERIALS ARE TO BE FINISHED WITH METAL EDGES.
- INSTALL MOISTURE AND MOLD RESISTANT BOARD, CEMENT BOARD OR GIBS-SHELD ON CEILING SCHEDULED FOR GIBS AND WALLS OF ALL VET (INCLUDING BUT NOT LIMITED TO AREAS WITHIN 2 FEET OF WALL MOUNTED PLUMBING FIXTURES)- AND LOCATION TO RECEIVE CERAMIC TILE AS SCHEDULED. TYPICALLY TOILET LOCATIONS USE APPROPRIATE WALL BOARD FOR FINISH MATERIAL USED AT THAT LOCATION.
- IF FURNITURE IS SHOWN IT IS FOR REFERENCE ONLY. (FIG. - UNDER SEPARATE CONTRACT)
- COORDINATE WITH MEP, FIRE PROTECTION, EQUIPMENT, AND OTHER DRAWINGS. SEE MEP, FIRE PROTECTION, EQUIPMENT, AND OTHER DRAWING FOR WORK IN AREA NOT SHOWN HERE. COORDINATE LOCATION OF NEW EQUIPMENT CLEARANCES, MOUNTING, TIE-DOWNS, ACCESS HATCHES, PIPE AND CONDUIT RUNS, CHASES, ETC. - MODIFY EXISTING CONDITIONS TO REMAIN AS REQUIRED TO PERFORM NEW WORK BY ALL TRADES - RESTORE ALL EXISTING DISTURBED AREAS TO PREVIOUS CONDITION. REPAIR AND REPLACE AS NEEDED.
- COORDINATE WITH EQUIPMENT VENDOR DRAWINGS. SEE EQUIPMENT VENDOR DRAWINGS FOR COORDINATION OF WORK IN AREA NOT SHOWN HERE. COORDINATE LOCATION OF OWNER SUPPLIED EQUIPMENT CLEARANCES, MOUNTING, TIE-DOWNS, ACCESS HATCHES, ETC.
- MODIFY EXISTING SLAB ON GRADE AS NEEDED FOR NEW WORK. COORDINATE WITH ALL TRADES.
- GC COORDINATE O.F.C.I. VENDOR (OWNER PROVIDED ITEMS). GC TO COORDINATE WITH OWNER FOR O.F.O.I. PROVIDE BLOCKING, ETC. AS REQUIRED.
- SEE MEP, FIRE, PROTECTION, ETC. DWS FOR WORK THAT OCCURS IN THE EXISTING BUILDING THAT DOES NOT SHOW ON ARCHITECTURAL PLAN. MODIFY CEILING WALLS, ETC. AS NEEDED TO INSTALL NEW WORK. GC COORDINATE ALL TRADES. REPAIR/PATCH/REPLACE AS NEEDED TO INSTALL NEW WORK. MAINTAIN EXISTING FIRE RATINGS.
- GC COORDINATE ALL FURRING AT MECHANICAL, PIPING - WHERE WALL NEED TO ADJUST TO FURR AROUND PIPING - VERIFY WITH ARCHITECT PRIOR TO INSTALLING FURRING. PROVIDE ALL MODIFICATION TO FURRING AS NEEDED TO ACCOMMODATE THE PIPING LOCATIONS.
- GC SHALL VERIFY IN FIELD EXISTING EXTERIOR ASSEMBLIES AND STRUCTURE PRIOR TO FABRICATION AND NOTIFY DESIGN TEAM OF ANY DISCREPANCIES. DETAILS ARE BASED ON EXISTING DRAWINGS.



1 BASEMENT
SCALE: 1/4" = 1'-0"



2 LEVEL 1 EXAM ROOM
SCALE: 1/4" = 1'-0"



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



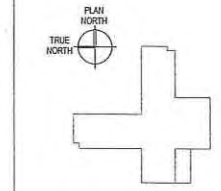
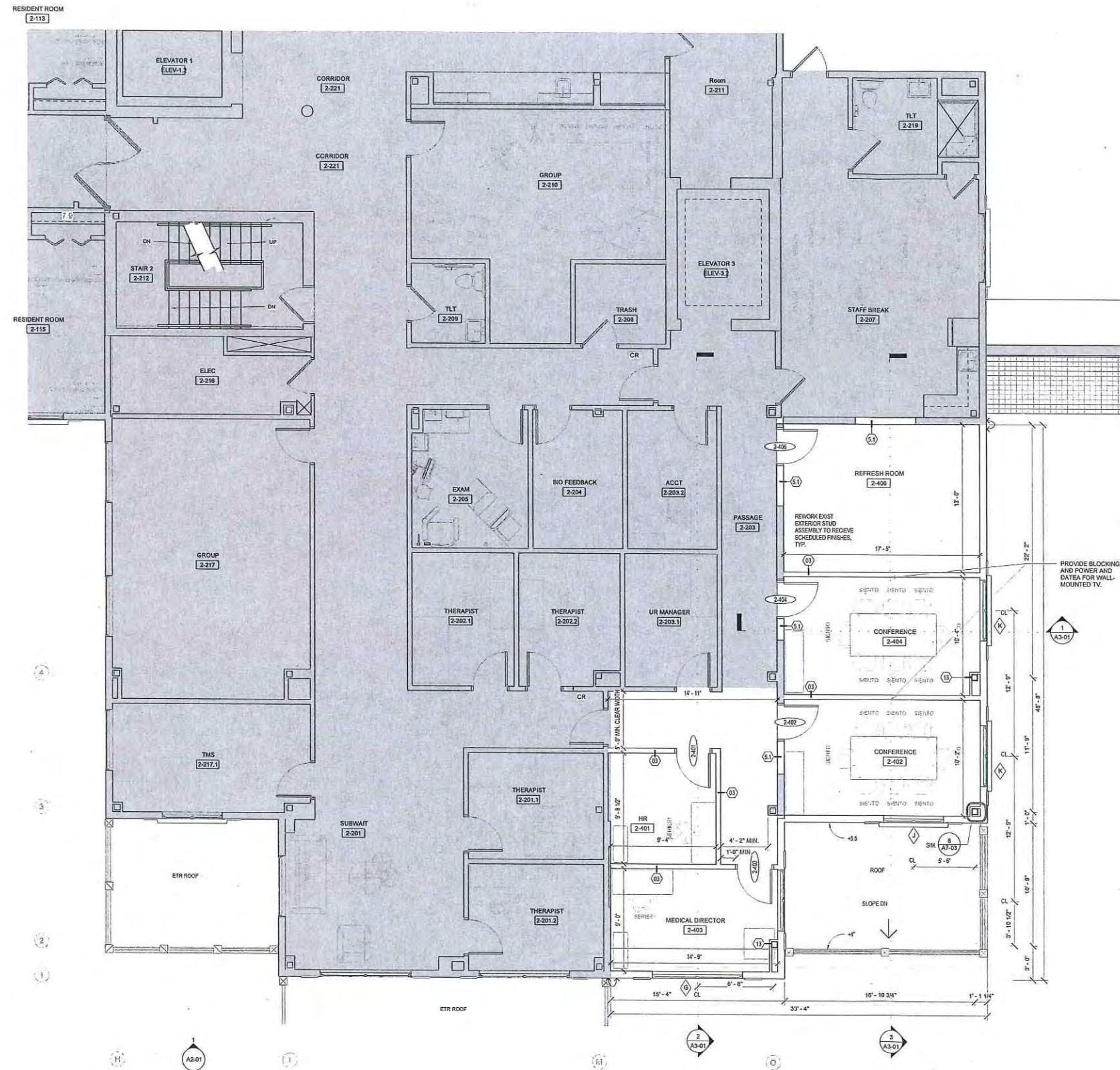
Alpas Wellness

Alpas Wellness Center
1014 Washington Ave
La Plata, MD 20646

BASEMENT & LEVEL 1 - NEW
WORK P2

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Scale: As Indicated
Date: 9/19/2022
Print Date/Stamp: 9/23/2022 9:09:20 AM
Sheet No.:

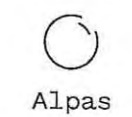
A1-1.1
ISSUED FOR PERMIT



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



Alpas Wellness

Alpas Wellness Center
1014 Washington Ave
La Plata, MD 20646

LEVEL 2 - NEW WORK P2

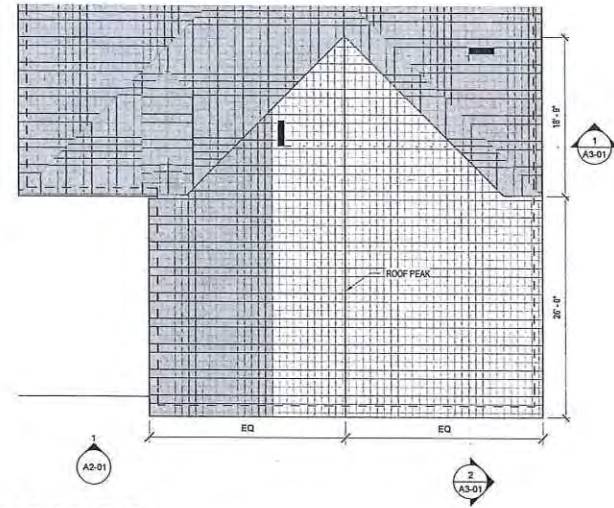
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Sheet No.:	

A1-2.1
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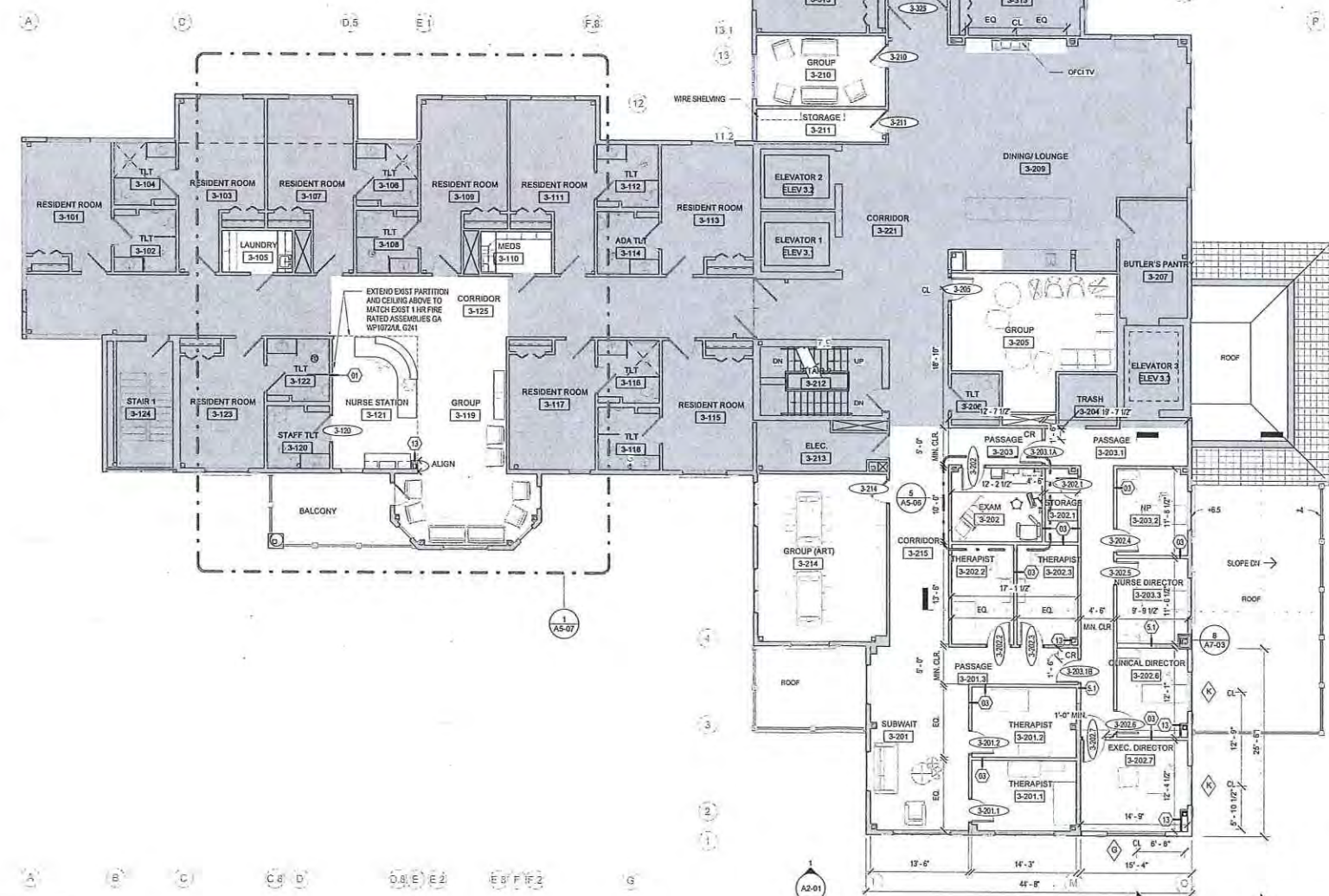
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1 LEVEL 2, PHASE TWO
SCALE: 1/4" = 1'-0"

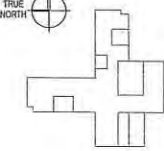
GENERAL ROOF NOTES:
1. -X INDICATED TAPERED INSULATION THICKNESS
2. PROVIDE SINGLE PLY (EPDM) WHITE MEMBRANE ROOFING AT FLAT ROOF'S TO MATCH EXIST
3. PROVIDE 1/4" MIN. FT. SLOPE TAPERED INSULATION
4. PROVIDE COMPOSITE SINGLE ROOFING AT PITCHED ROOF'S, & 1/2" SLOPE TO MATCH EXIST
5. THE WTD EXIST EXTERNAL GUTTER & DOWNSPOUT SYSTEM



2 EQUIPMENT PENTHOUSE - PARTIAL ROOF PLAN
SCALE: 1/8" = 1'-0"



1 LEVEL 3
SCALE: 1/8" = 1'-0"



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



Alpas

Alpas Wellness

Alpas Wellness Center
1014 Washington Ave
La Plata, MD 20646

LEVEL 3 - NEW WORK P2

Project Number: 2105.01
Scale: 1/8" = 1'-0"
Date: 9/13/2022
Print Date/Stamp: 5/13/2022 6:09:48 PM
Sheet No:

A1-3.1
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Architect/Engineer Seal:

MEP ENGINEER



7057 Columbia Gateway Drive, Suite 250
Columbia, Maryland 21046
410.579.8100

STRUCTURAL ENGINEER



701 Market, Suite 6000
Philadelphia, PA 19105
800.607.7284



1 SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



KEY PLAN

REVISIONS	DATE	NO.



Alpas Wellness

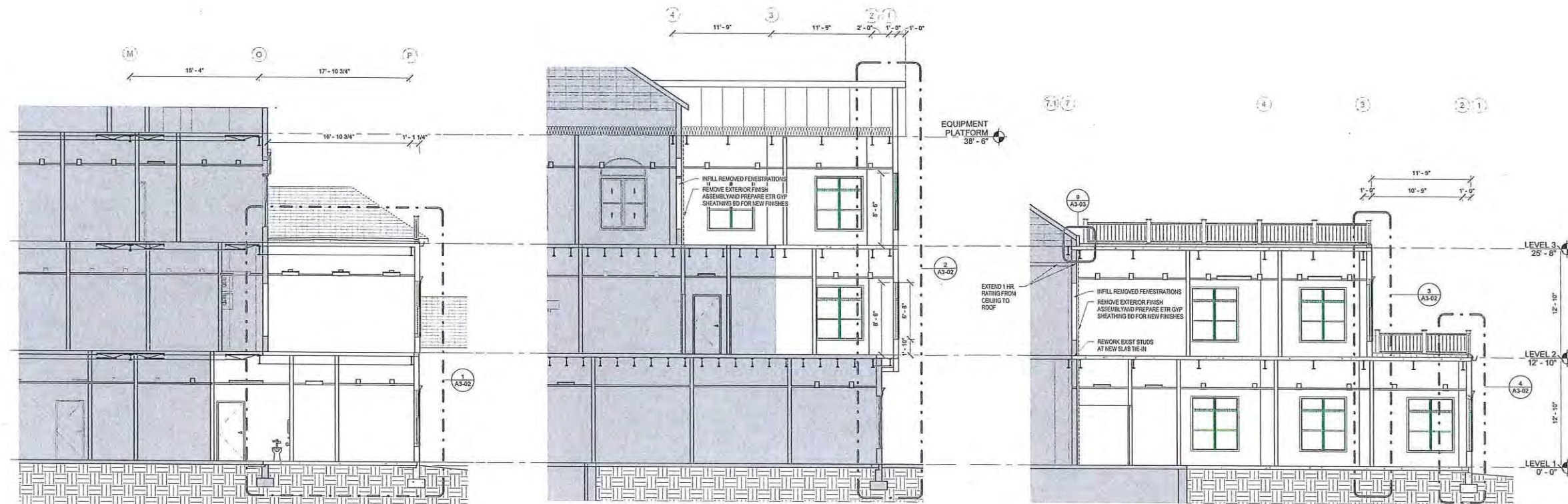
Alpas Wellness Center
1214 Washington Ave
La Plata, MD 20645

EXTERIOR ELEVATIONS

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A2-01
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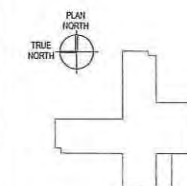
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1 BUILDING SECTION 1
A3-01 SCALE: 3/16" = 1'-0"

2 BUILDING SECTION 2
A3-01 SCALE: 3/16" = 1'-0"

3 BUILDING SECTION 3
A3-01 SCALE: 3/16" = 1'-0"



AREA OF WORK

KEY PLAN

REVISIONS	DATE	NO.



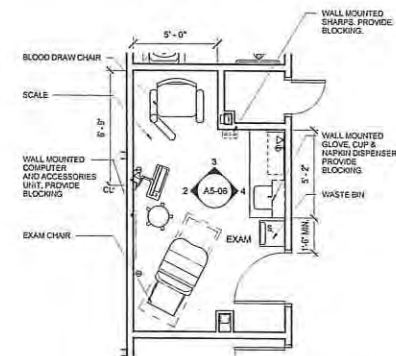
Alpas Wellness

Alpas Wellness Center
1014 Washington Ave
La Plata, MD 20646

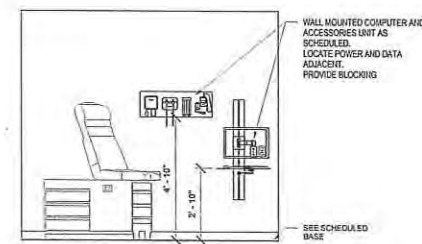
BUILDING SECTIONS

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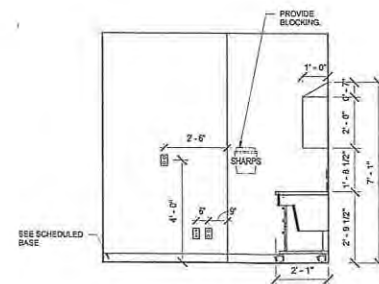
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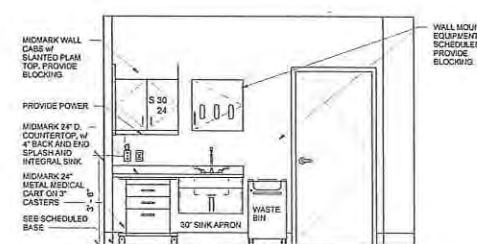
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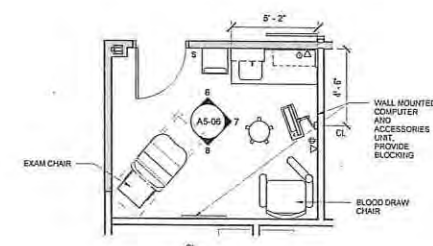
2 LEVEL 1 EXAM ROOM - WEST
AS-06 SCALE: 3/8" = 1'-0"



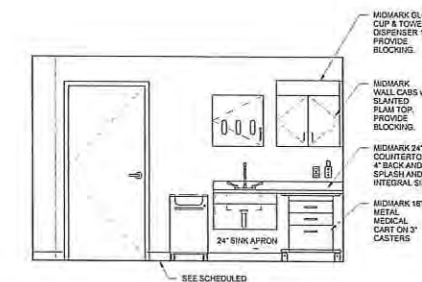
3 LEVEL 1 EXAM ROOM - NORTH
AS-06 SCALE: 3/8" = 1'-0"



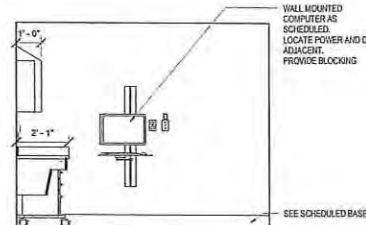
4 LEVEL 1 EXAM ROOM - EAST
AS-06 SCALE: 3/8" = 1'-0"



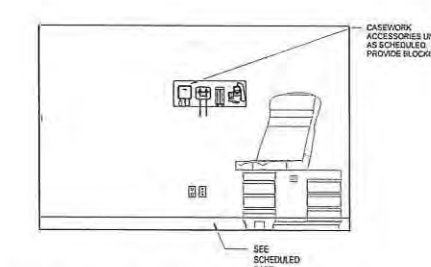
5 LEVEL 3 EXAM ROOM
AS-06 SCALE: 1/4" = 1'-0"



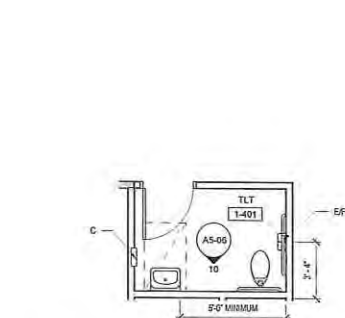
6 LEVEL 3 EXAM ROOM - NORTH
AS-06 SCALE: 3/8" = 1'-0"



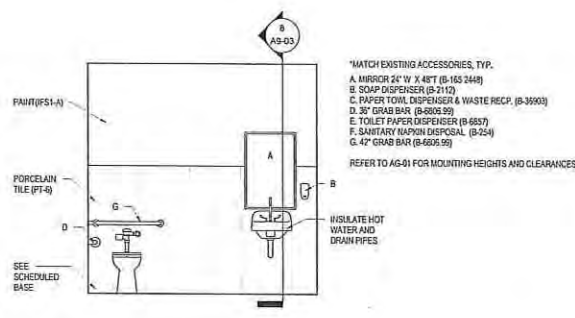
7 LEVEL 3 EXAM PHASE TWO - EAST
AS-06 SCALE: 3/8" = 1'-0"



8 LEVEL 3 EXAM ROOM - SOUTH
AS-06 SCALE: 3/8" = 1'-0"



9 LEVEL 3 - PATIENT TLT ROOM
AS-06 SCALE: 1/4" = 1'-0"



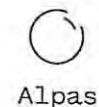
10 LEVEL 3 - PATIENT TLT ROOM - NORTH
AS-06 SCALE: 3/8" = 1'-0"

*MATCH EXISTING ACCESSORIES, TYP.
A. MIRROR 24" W X 48" H (B-105 2448)
B. SOAP DISPENSER (B-2112)
C. PAPER TOWEL DISPENSER & WASTE RECP. (B-3590)
D. 30" GRAB BAR (B-6005.99)
E. TOILET PAPER DISPENSER (B-6537)
F. SANITARY NAPKIN DISPOSAL (B-254)
G. 42" GRAB BAR (B-6005.99)
REFER TO AS-01 FOR MOUNTING HEIGHTS AND CLEARANCES

GENERAL NOTES:
1. REFER TO EQUIPMENT AND MIDMARK DRAWINGS FOR ADDITIONAL INFORMATION.

KEY PLAN

REVISIONS	DATE	NO.



Alpas Wellness

Alpas Wellness Center
104 Washington Ave
La Plata, MD 20646

INTERIOR ELEVATIONS

Project Number:	2105.01
Scale:	As Indicated
Date:	5/13/2022
Print Date/Stamp:	5/13/2022 9:21:37 PM
Sheet No.:	

A5-06
ISSUED FOR PERMIT

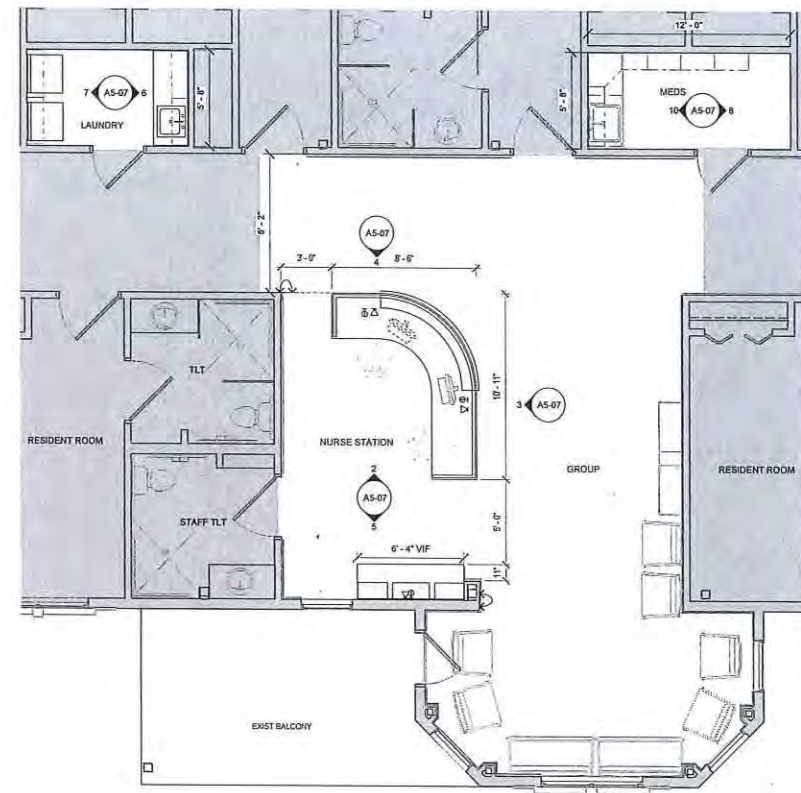
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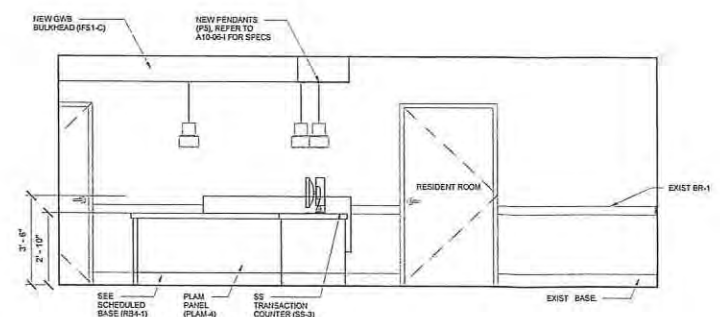
7067 Columbia Gateway Drive, Suite 250
Columbia, Maryland 21046
410.579.6100



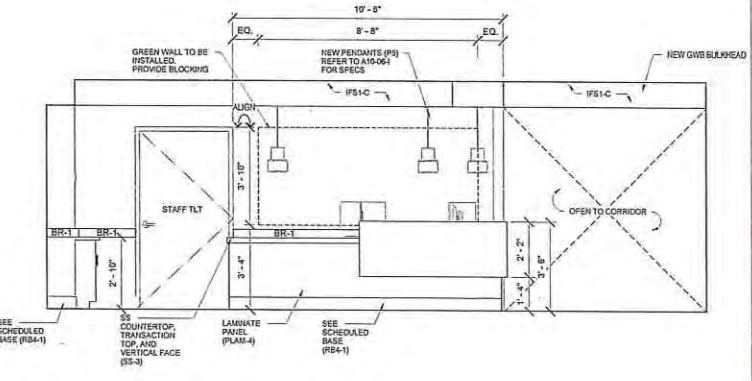
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Philadelphia, PA 19106
800.607.7284



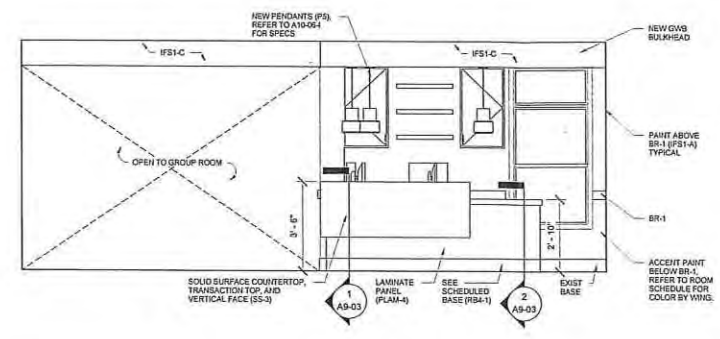
1 TYPICAL NURSE STATION
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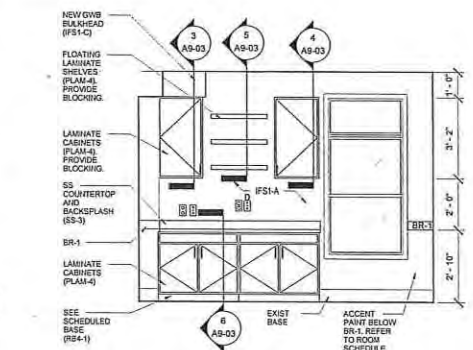
2 LEVEL 3 NURSE STATION TYPICAL - NORTH
SCALE: 3/8" = 1'-0"



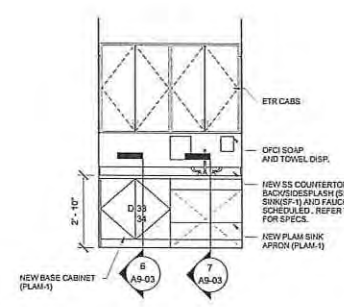
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SCALE: 3/8" = 1'-0"



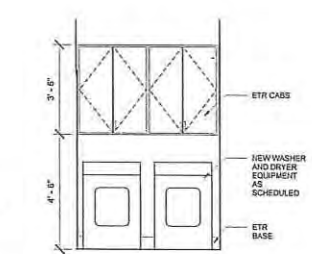
4 LEVEL 3 NURSE STATION TYPICAL - SOUTH
SCALE: 3/8" = 1'-0"



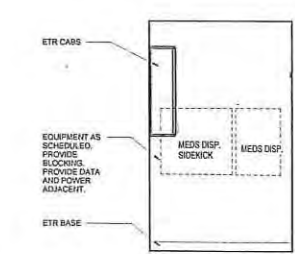
5 LEVEL 3 NURSE STATION TYPICAL - SOUTH
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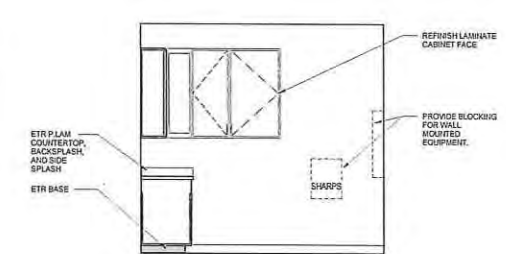
6 LAUNDRY TYPICAL - EAST
SCALE: 3/8" = 1'-0"



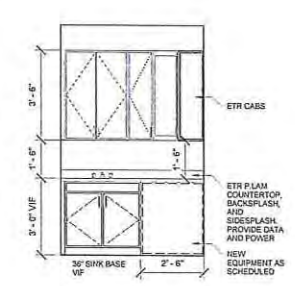
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SCALE: 3/8" = 1'-0"



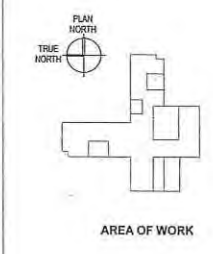
8 LEVEL 3 MEDS - EAST
SCALE: 3/8" = 1'-0"



9 LEVEL 3 MEDS - NORTH
SCALE: 3/8" = 1'-0"

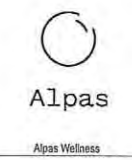


10 MEDS TYPICAL - WEST
SCALE: 3/8" = 1'-0"



KEY PLAN

REVISIONS	DATE	NO.



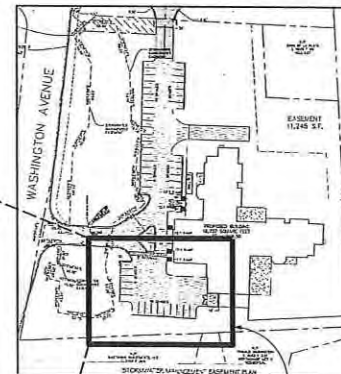
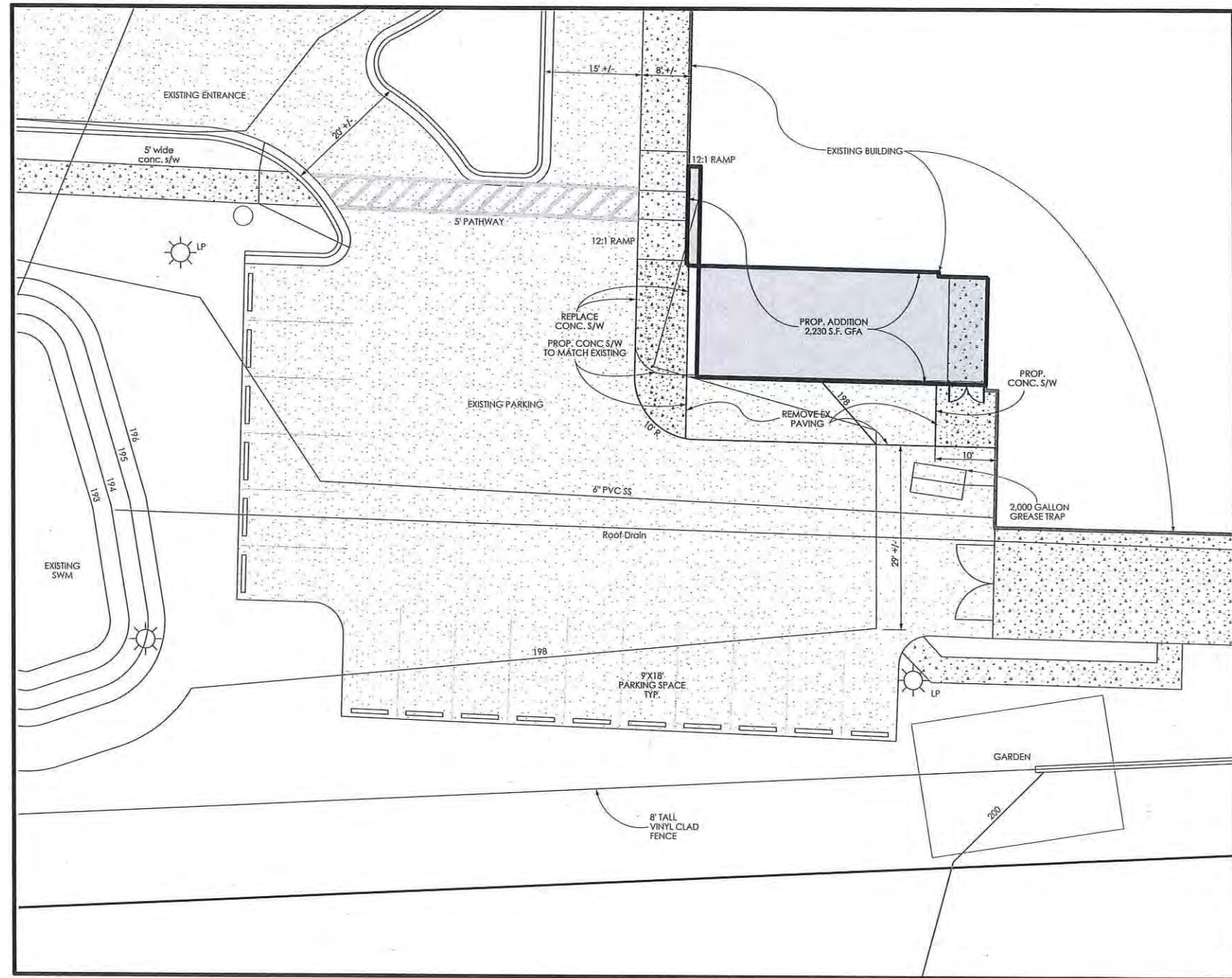
Alpas Wellness Center
1014 Washington Ave
La Plata, MD 20646

INTERIOR ELEVATIONS

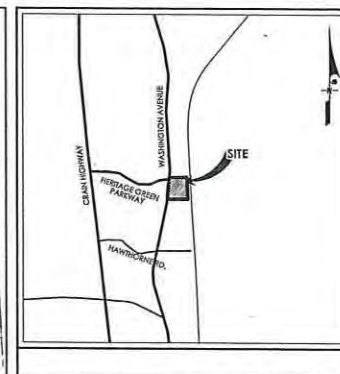
Project Number: 2105.01
Scale: As Indicated
Date: 9/13/2022
Print Date/Stamp: 5/13/2022 6:10:32 PM
Sheet No.:

A5-07
ISSUED FOR PERMIT

5/13/2022 6:10:32 PM c:\wells\2021\05.01 - Alpas Wellness - Substance Abuse Treatment Facility - Arch - SD_dhQPvAYV.dwg



KEY MAP
N.T.S.
See plan view below for 10' scale



VICINITY MAP
1"=2000'

PURPOSE STATEMENT

The purpose of this Minor Site Plan (MNSP-000598-2022) is for the proposed construction of a 2,230 s.f. GFA addition to the existing building in the CBT zone. The proposed use is an in-patient behavioral healthcare facility with elements of both a convalescent home and assisted living facility. Said use is permitted in the CBT zone.

GENERAL NOTES

- The property was rezoned from the C8 zone to the current zone of Central Business Transition (CBT) per the 2021 zoning map.
- Administrative Design Review approval for the proposed addition was approved by the Town on July 12, 2022.
- A determination was made of sufficiency of existing parking for the proposed use as indicated in a January 10, 2022 letter from Town Manager Brent T. Manuel.
- The existing improvements and topography as shown as existing conditions were interpreted from the proposed plans prepared by Crouse Engineering, Inc. and approved by the Town July 28, 2017. The improvements are not a product of field survey. Stantec does not warrant the previous plan information or affirm that the improvements were constructed in accordance with that information.
- The site is served by public water and sewer mains existing in Washington Ave.
- On-site existing stormwater management micro bioretentions are adequately sized for proposed addition. Required additional ESDv = 9CF and per Crouse Engineering design plans dated March 2014, SWM1 has excess capacity of 164CF.
- Property address is 1014 Washington Ave and identified in L12432/F289, Tax Map 33, Grid 10, P494.
- The proposed improvements will be constructed in one phase.
- This plan is not for construction purposes.
- Prior to issuance of the Use and Occupancy Permit, generalists will either be decommissioned or attenuated to abide by the note limits of the Town Code.

DEVELOPMENT STANDARDS

Convalescent Home/Assisted Living use in the CBT zone (per 2021 Zoning Map)

	Conv Home Required	Assist Living Required	Provided	
Minimum Lot Area:	None	None	3.8 ac.	[1]
Minimum Lot Width:	None	None		
Maximum Lot Coverage:	None	None		
Maximum Height:	50 ft.	65 ft.	49 ft.	[2]
Minimum Setbacks:				[3]
- Front	10 ft.	10 ft.	172 ft.	
- Side	0 or 15 ft.	15 ft.	25 ft.	[4]
- Rear	20 ft.	20 ft.	n/a	
Minimum Open Space:				[5]
- Green Space	20 %	None		
- Public Use Space	10 %	None		

- Footnotes:**
- Per Maryland SDAT records.
 - To peak of roof per previously approved 07/28/17 plans by Crouse Engineering, Inc.
 - Provided setbacks measurements scaled from previously approved plans by Crouse Engineering, Inc.
 - For Convalescent Home, 15 ft. required if abutting residential land or 0 ft. if abutting non-residential land.
 - Open space considered existing condition and not recalculated.

PROJECT TEAM:

Property Owner: Skaos MD, LLC
 Applicant: Alpas Wellness
 Contact: Mr. Sean Smith
 Email: seansmith@alpaswellness.com
 Project Manager: Pure Project Management
 Contact: David Simon, PMP
 Email: david.simon@purepm.com
 Land Use Attorney: The Law Offices of Sue A. Greer, P.C.
 Contact: Sue A. Greer, Esq.
 Email: sue@thegreerlawfirm.com
 Architects: Wilmol Sanz
 Contact: Daris Hwang
 Email: DH@wilmol.com
 Civil Engineers: Stantec
 Contact: Kim Curtano, P.E.
 Email: kim.curtano@stantec.com

Use #	Use Type	Required Parking	Provided Parking
8 / 12	Assisted Living Facility / Convalescent Home	28 spaces, as approved via letter dated January 10, 2022, signed by Brent Manuel. Reference General Note #3.	50 spaces

TOWN OF LA PLATA APPROVAL

Project #: MNSP-000598-2022

TRT Approval Date: 8/4/2022

Approval Signature: *James Hamilton*

LEGEND

- Property Boundary
- Ex. Contours
- Prop. Contours
- Ex. Vinyl Clad Fence
- Ex. Building
- Prop. Building

10 5 0 10 20
Scale: 1"=10'



6 Montgomery Village Avenue, Suite 620
 Gaithersburg, Maryland 20879
 Phone: (301) 444-8882 Fax: (301) 444-8181
 www.stantec.com
 Stantec is responsible for all dimensions. DO NOT make the drawing - any notes or annotations shall be reported to Stantec without delay.
 Any use of this drawing for purposes other than those intended by Stantec is prohibited.

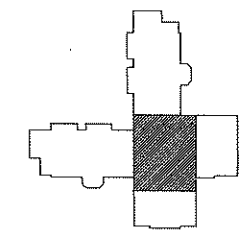
No.	Revision	Date	By

Applicant: ALPAS WELLNESS
 seansmith@alpaswellness.com
 Contact/Attn.: Sean Smith
 MINOR SITE PLAN: MNSP-000598-2022
 ALPAS WELLNESS
 1st Election District
 Town of La Plata, Charles County, Maryland

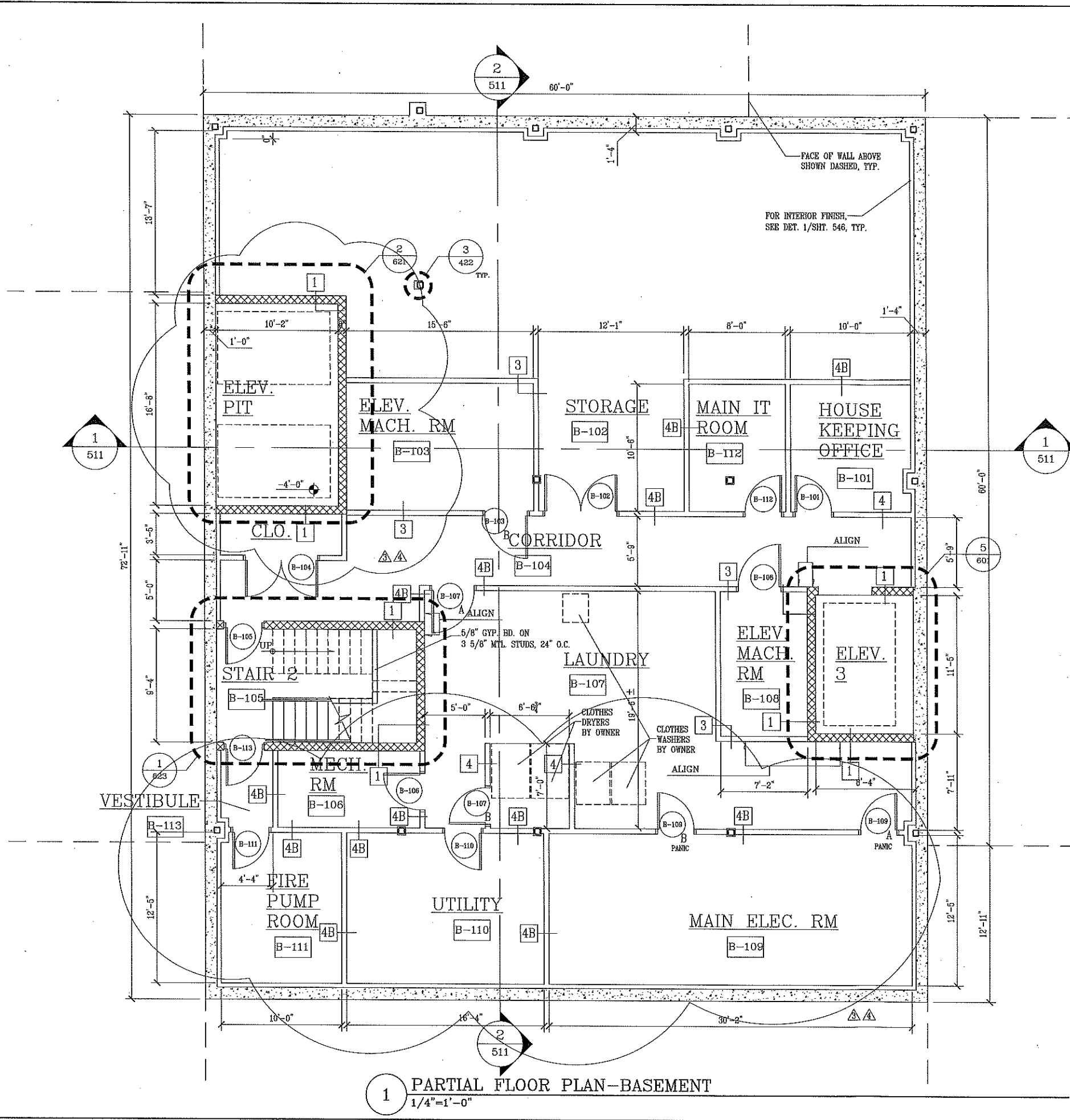


Project No. 202622203 Scale 1"=10'
 Design DK/JS Checked JS
 Drawn Date July 2022
 Sheet 1 of 1

REVISIONS	
4.19.17	
5.12.17	
9.21.17	
3.1.18	



KEY PLAN



WALL PARTITION KEY :

- 1 8" CMU-
2 HR. FIRE RATED (UL No.U905);
8" NOM. WIDTH
- 2 8" CMU W/ 3 5/8" MTL. STUDS
24" O.C. TO 6" ABV. CLG. W/
3/4" GYP. BD. ON ONE SIDE AND INSULATION
2 HR. FIRE RATED (UL No.U905);
11" NOM. WIDTH
- 3 SAME AS 1A WITH 1 5/8" MTL. STUDS
(UL No.U905); 10 1/2" NOM. WIDTH
- 4 2 LAYERS 1/2" FR GYP. BD. ONE SIDE;
1 LAYER 1" FR GYP. BD. LINER IN 2 1/2"
CH STUDS, 24" O.C. WITH SOUND
INSULATION; 2 HR. FIRE RATED (UL No.U438);
3 1/2" NOM. WIDTH
- 5 2 LAYERS 3/4" FR. GYP. BD BOTH SIDES
3 3/4" MTL. STUDS, 24" O.C. TO DECK
ABOVE WITH SOUND INSUL.
2 HR. FIRE RATED (GA FILE No.WP1522);
6" NOM. WIDTH
- 6 1 LAYER 3/4" GYP. BD BOTH SIDES
3 3/4" MTL. STUDS, 24" O.C. TO DECK ABOVE
5" NOM. WIDTH
- 7 SAME AS 4 WITH SOUND INSUL.
- 8 SAME AS 4 WITH 3/4" FR. GYP. BD.
BOTH SIDES-1 HR. FIRE RATED
(GA FILE No.WP8005)
- 9 1 LAYER 3/4" GYP. BD BOTH SIDES
6" MTL. STUDS, 24" O.C. TO DECK ABOVE
WITH SOUND INSUL. 7 1/4" NOM. WIDTH
- 10 SAME AS 4B WITH SOUND INSUL.
- 11 SAME AS 4B WITH 6" MTL. STUDS, 24" O.C.
TO DECK ABOVE WITH SOUND INSUL.
7 1/4" NOM. WIDTH
- 12 SAME AS 4B - 1 HR
FIRE RATED (GA FILE No. WP8005)
UP TO 1 HR. FIRE RATED CEILING
- 13 1 LAYER 3/4" GYP. BD ONE SIDE
- 14 2 1/2" MTL. STUDS, 24" O.C. TO 6" ABOVE CEILING

NOTE:
GYP. BD. EXTENDS 6" MIN. ABOVE CEILING HGT.
FOR NON-FIRE RATED WALLS

1 PARTIAL FLOOR PLAN-BASEMENT
1/4"=1'-0"

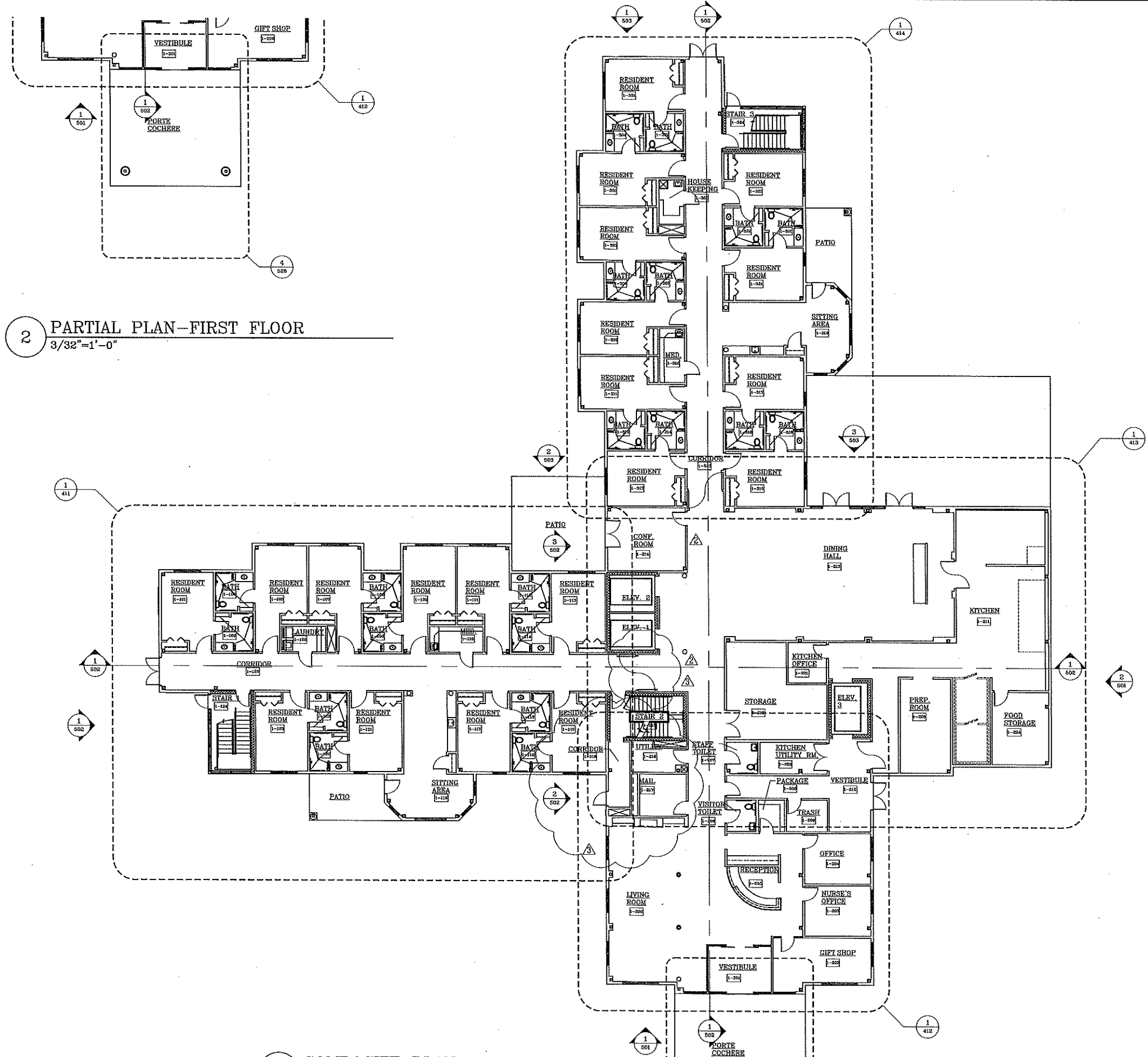
I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 1958, EXPIRATION DATE DECEMBER 31, 2017.

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

2 PARTIAL PLAN—FIRST FLOOR
3/32"=1'-0"

1 COMPOSITE PLAN—FIRST FLOOR
3/32"=1'-0"



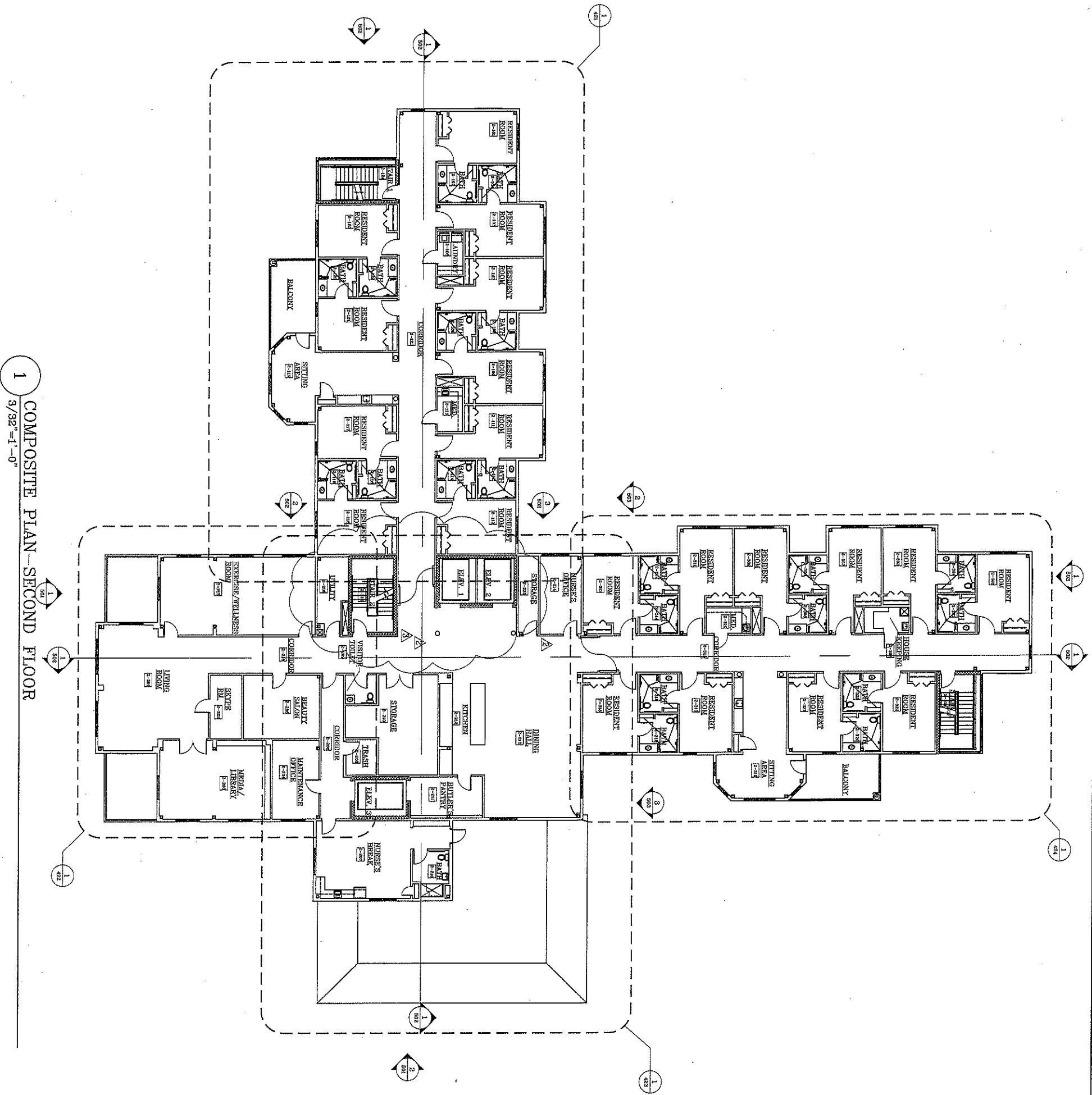
REVISIONS	
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△	9.21.17
△	3.1.18

SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

R.L. LITTON & ASSOCIATES, ARCHITECTS, LLC
300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

KL
RL
3.1.17
14-50
402

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 7959, EXPIRATION DATE DECEMBER 31, 2017.



1 COMPOSITE PLAN-SECOND FLOOR
3/32"=1'-0"

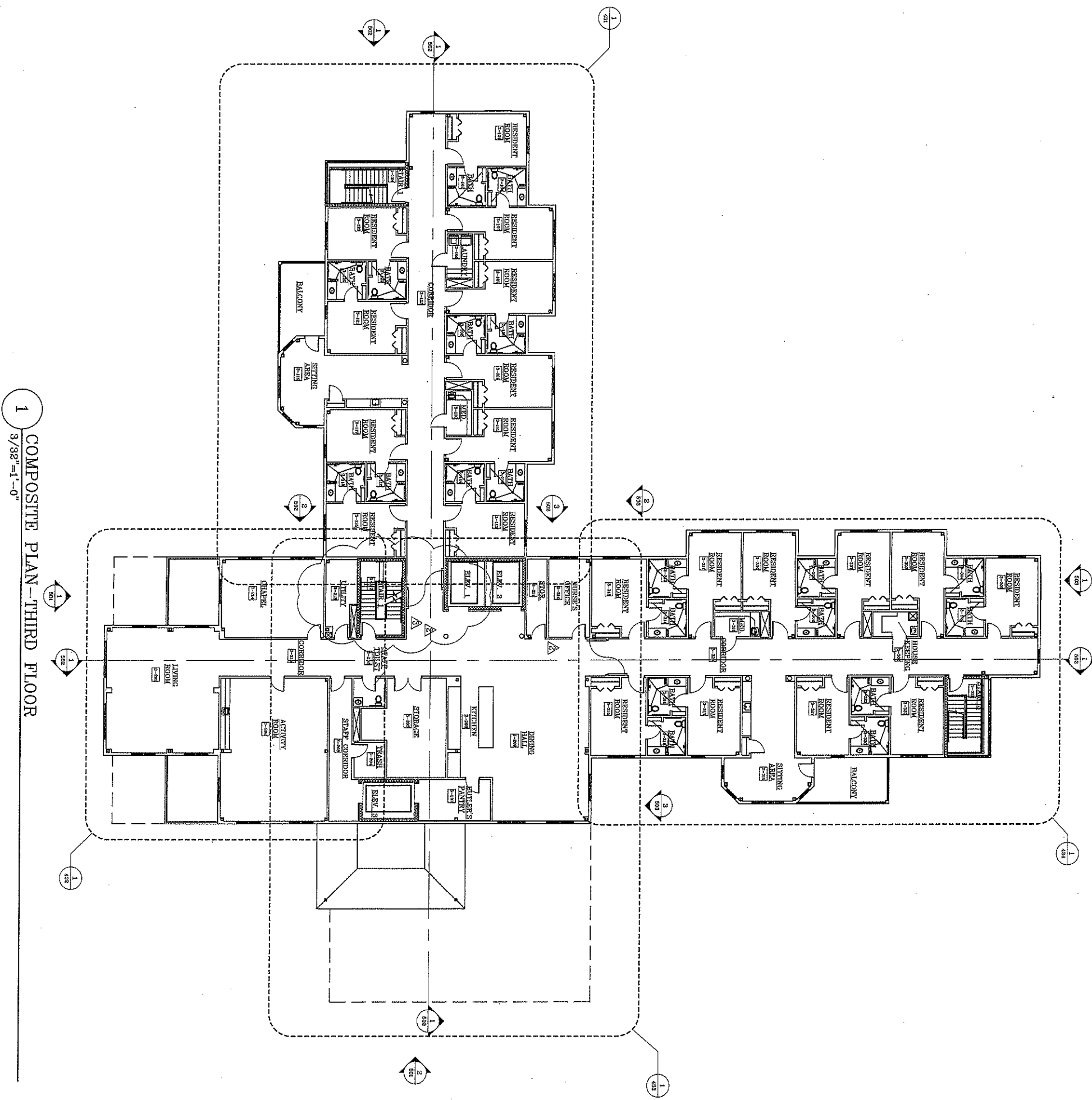
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403
 3117
 14-50

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 CHARLES COUNTY, MARYLAND
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REVISIONS
41917
92117
3118



1 COMPOSITE PLAN - THIRD FLOOR
3/32"=1'-0"

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404

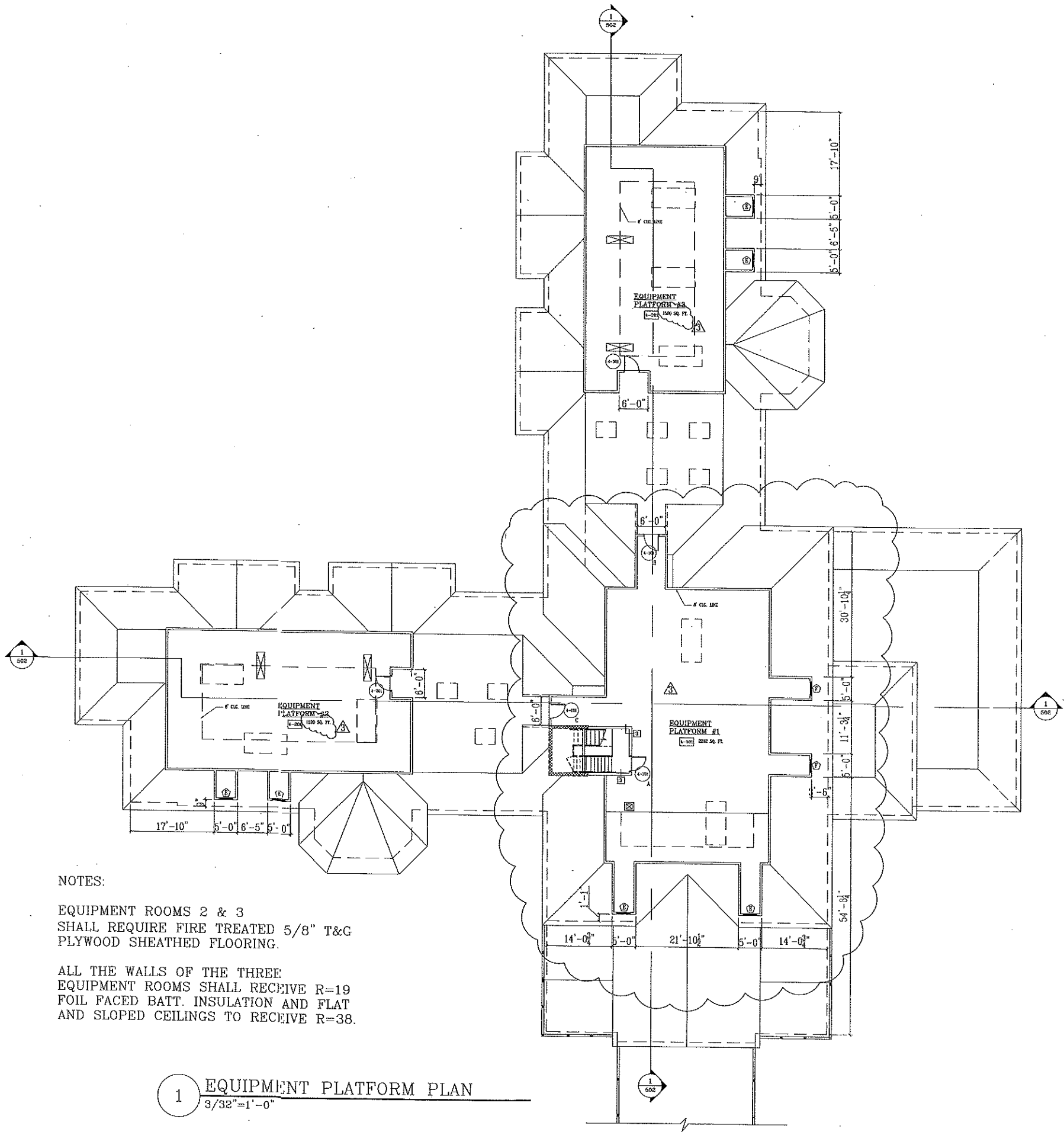
 R.L.
 3.11.17
 14-50

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 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

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 CHARLES COUNTY, MARYLAND

REVISIONS
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 9.21.17
 3.11.8

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NOTES:
 EQUIPMENT ROOMS 2 & 3
 SHALL REQUIRE FIRE TREATED 5/8" T&G
 PLYWOOD SHEATHED FLOORING.
 ALL THE WALLS OF THE THREE
 EQUIPMENT ROOMS SHALL RECEIVE R=19
 FOIL FACED BATT. INSULATION AND FLAT
 AND SLOPED CEILINGS TO RECEIVE R=38.

1 EQUIPMENT PLATFORM PLAN
 3/32"=1'-0"

APPROVED
 TOWN OF LA PLATA
 DEC 14 2017

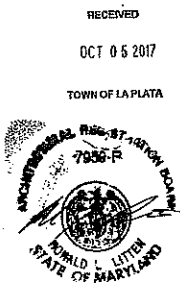
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▲	9.21.17

SAGEPOINT VILLAGE
 CHARLES COUNTY, MARYLAND

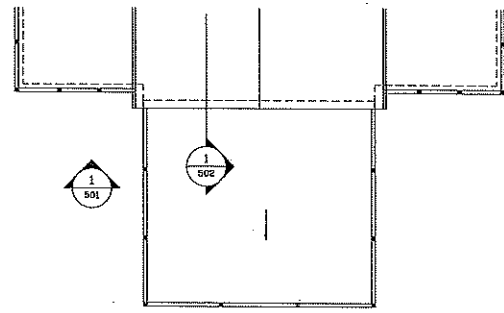
R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

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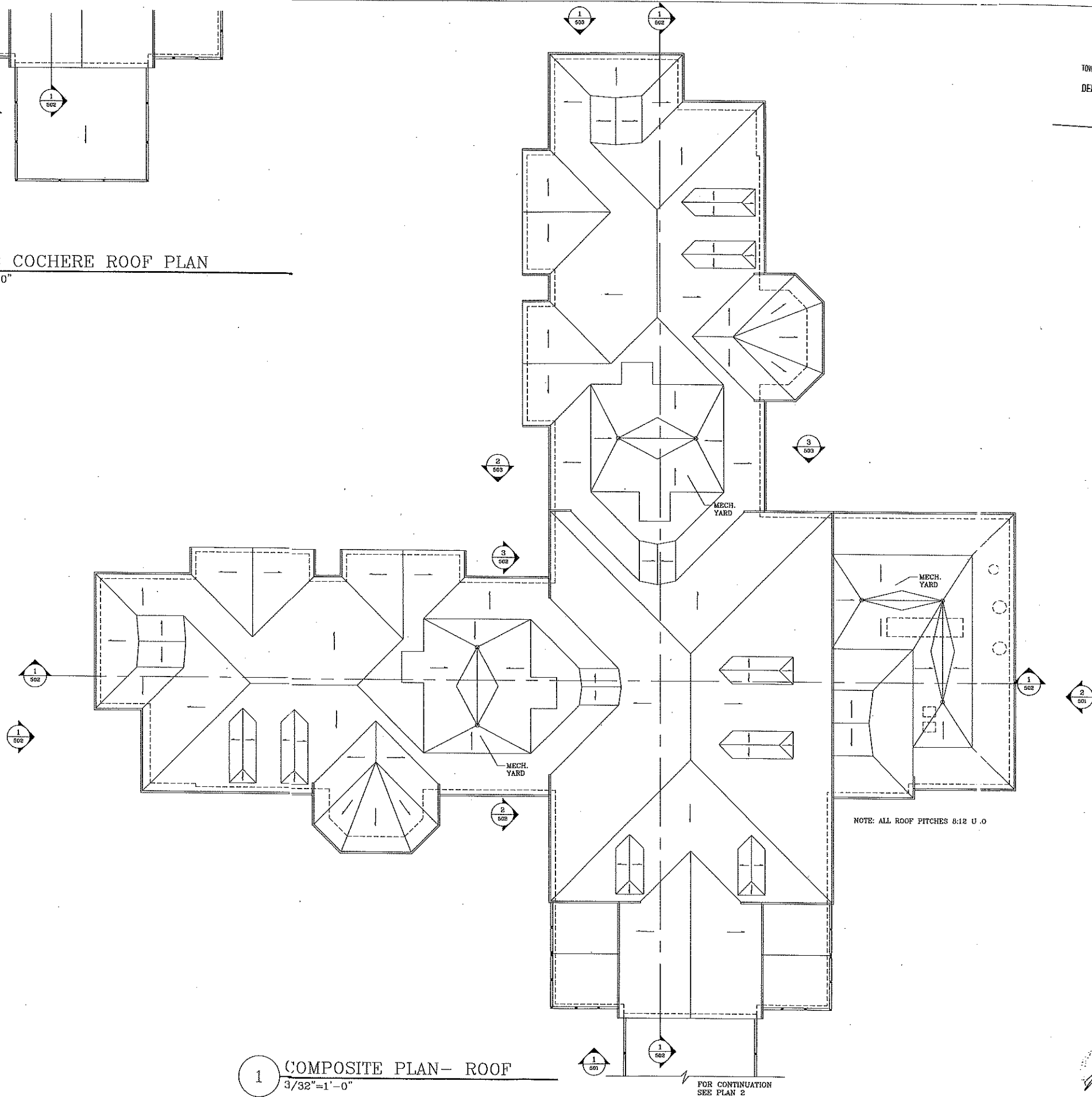
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2 PORTE COCHERE ROOF PLAN
3/32"=1'-0"



1 COMPOSITE PLAN- ROOF
3/32"=1'-0"

FOR CONTINUATION
SEE PLAN 2



APPROVED
TOWN OF LA PLATA
DEC 14 2017

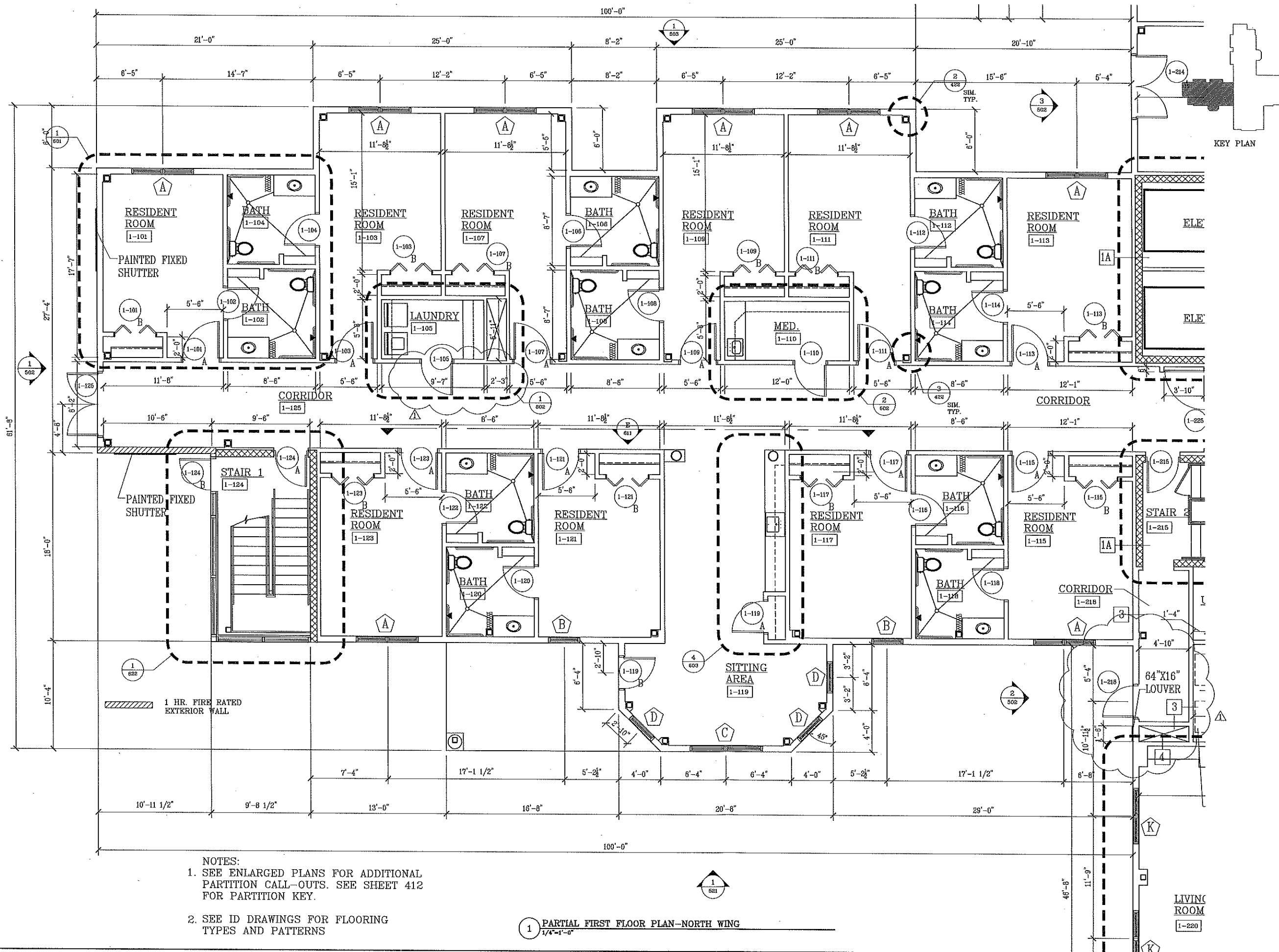
4.19.17

SAGEPOINT VILLAGE
LAPLATA, MARYLAND

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300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

406

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REVISIONS	
1	3.1.18

SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

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300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

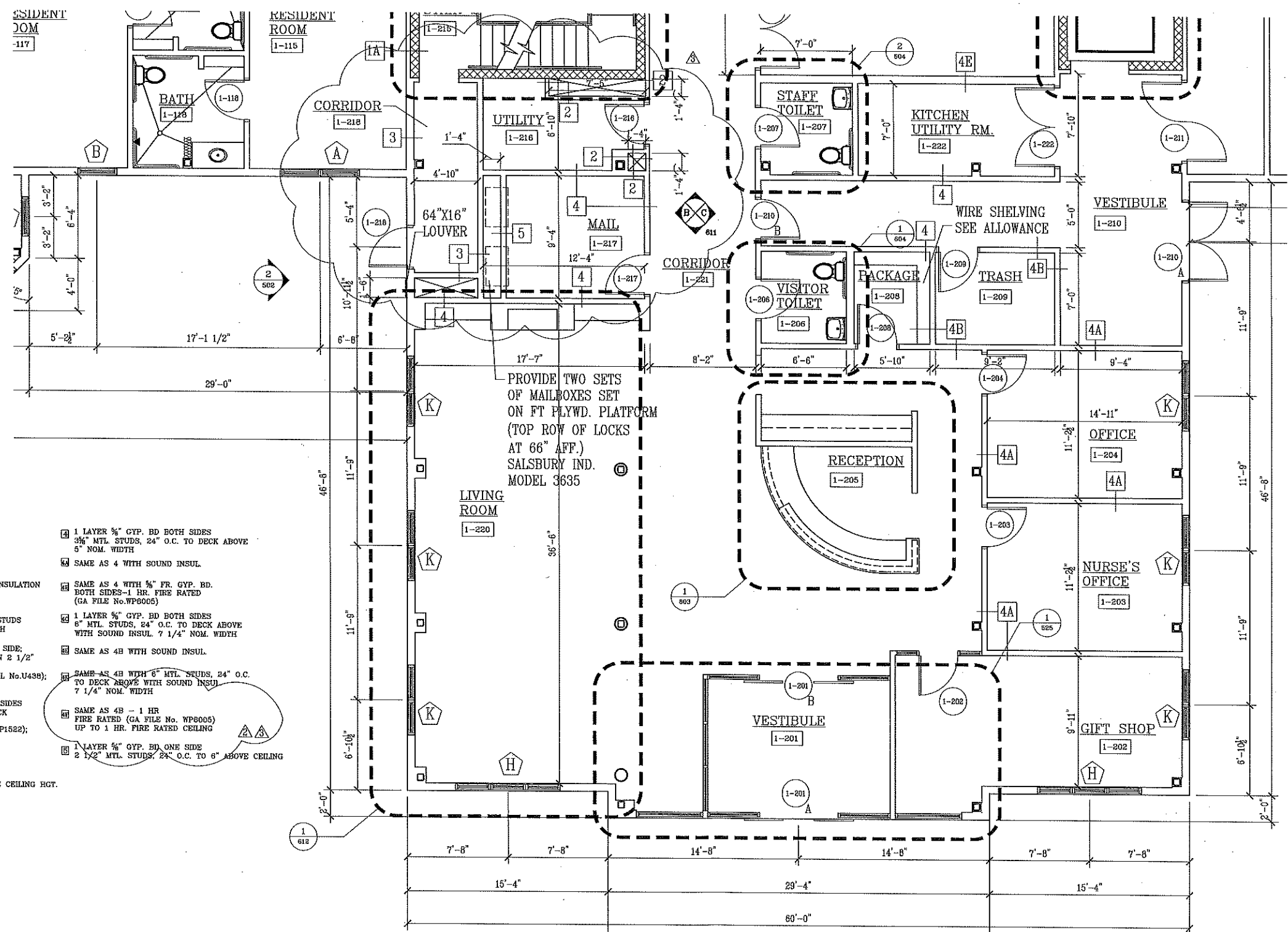
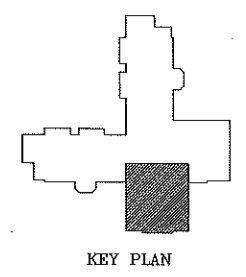
KL
RL
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14-50
411

- NOTES:
- SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL FIRST FLOOR PLAN-NORTH WING
1/4"=1'-0"

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 7893, EXPIRATION DATE DECEMBER 31, 2017.

REVISIONS	
△	4.19.17
△	9.21.17
△	3.1.18



WALL PARTITION KEY :

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 1 8" CMU-
2 HR. FIRE RATED (UL No.U905);
8" NOM. WIDTH | 4 1 LAYER 5/8" GYP. BD BOTH SIDES
3/8" MTL. STUDS, 24" O.C. TO DECK ABOVE
5" NOM. WIDTH |
| 2 8" CMU W/ 3 5/8" MTL. STUDS
24" O.C. TO 6" ABV. CLG. W/
5/8" GYP. BD. ON ONE SIDE AND INSULATION
2 HR. FIRE RATED (UL No.U905);
11" NOM. WIDTH | 5 SAME AS 4 WITH SOUND INSUL. |
| 3 SAME AS 1A WITH 1 5/8" MTL. STUDS
(UL No.U905); 10 1/2" NOM. WIDTH | 6 SAME AS 4 WITH 5/8" FR. GYP. BD.
BOTH SIDES-1 HR. FIRE RATED
(GA FILE No.WP8005) |
| 4 2 LAYERS 1/2" FR. GYP. BD. ONE SIDE;
1 LAYER 1" FR. GYP. BD. LINER IN 2 1/2"
CH STUDS, 24" O.C. WITH SOUND
INSULATION; 2 HR. FIRE RATED (UL No.U438);
3 1/2" NOM. WIDTH | 7 1 LAYER 5/8" GYP. BD BOTH SIDES
8" MTL. STUDS, 24" O.C. TO DECK ABOVE
WITH SOUND INSUL. 7 1/4" NOM. WIDTH |
| 5 2 LAYERS 5/8" FR. GYP. BD BOTH SIDES
3/8" MTL. STUDS, 24" O.C. TO DECK
ABOVE WITH SOUND INSUL.
2 HR. FIRE RATED (GA FILE No.WP1522);
6" NOM. WIDTH | 8 SAME AS 4B WITH SOUND INSUL. |
| NOTE:
GYP. BD. EXTENDS 6" MIN. ABOVE CEILING HGT.
FOR NON-FIRE RATED WALLS | 9 SAME AS 4B - 1 HR
FIRE RATED (GA FILE No. WP8005)
UP TO 1 HR. FIRE RATED CEILING |
| | 10 1 LAYER 5/8" GYP. BD. ONE SIDE
2 1/2" MTL. STUDS, 24" O.C. TO 6" ABOVE CEILING |

NOTES:
1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS.

SEE ID DRAWINGS FOR FLOORING
2. TYPES AND PATTERNS

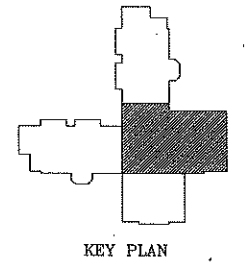
1 PARTIAL FIRST FLOOR PLAN
1/4"=1'-0"

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 7899. EXPIRATION DATE DECEMBER 31, 2017.

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

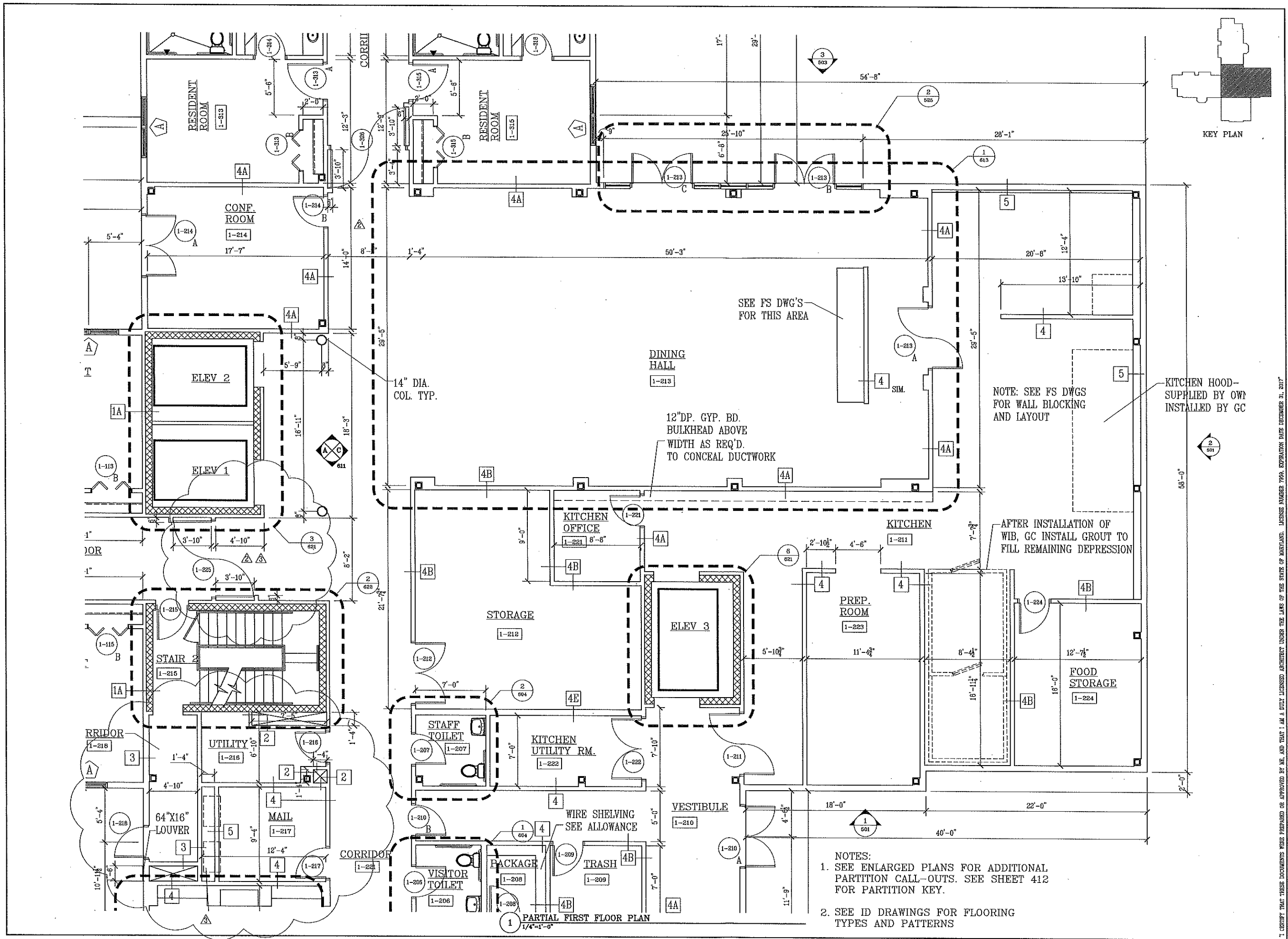
REVISIONS	
△	4.19.17
△	9.21.17
△	3.1.18



SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

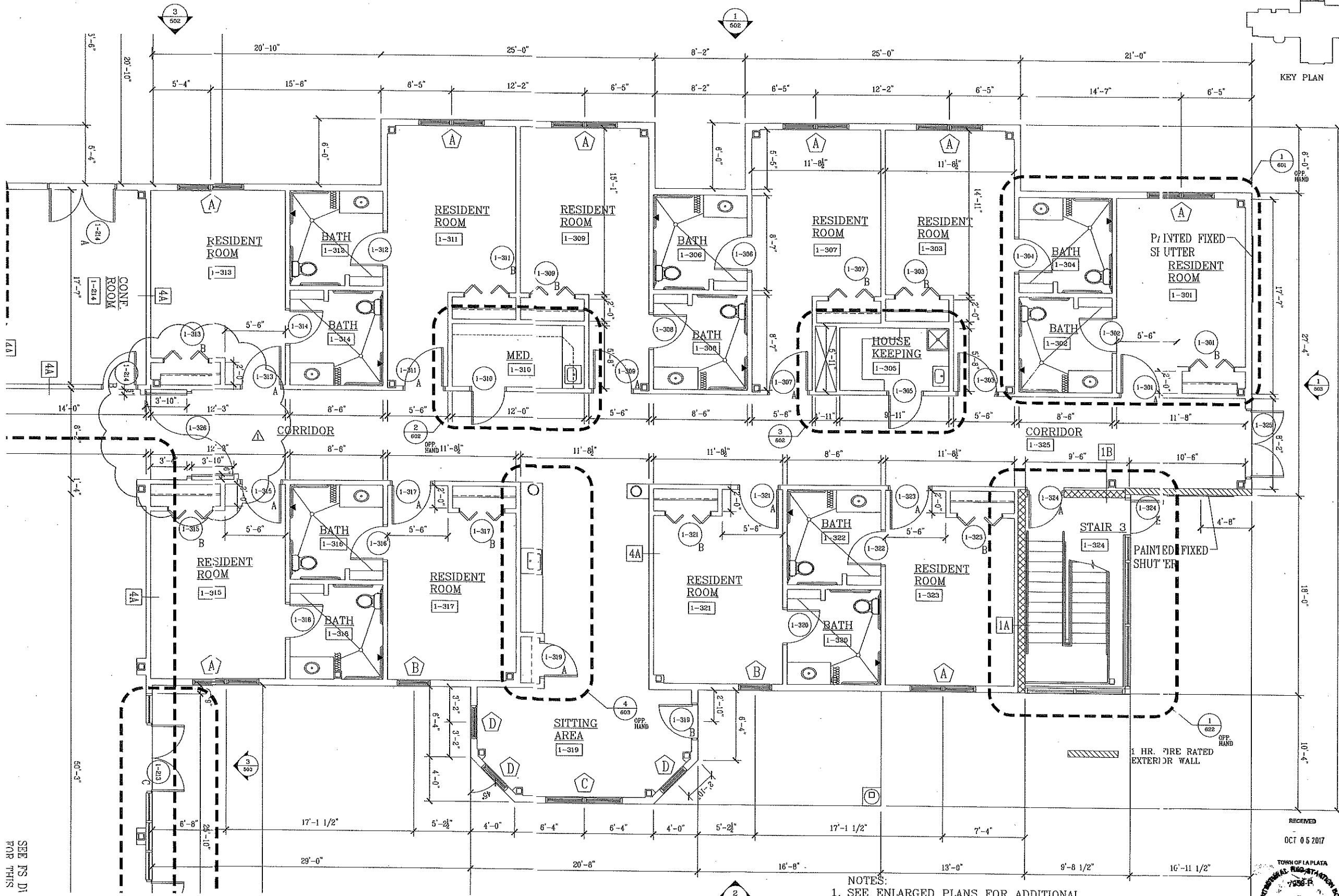
R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

RF	
RF	
RF	3.1.17
RF	14-50
413	



- NOTES:
1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 2. SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 7993, EXPIRATION DATE DECEMBER 31, 2017.



SEE FS D1 FOR THIS

1 PARTIAL FIRST FLOOR PLAN
1/4"=1'-0"

NOTES:
1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.

2. SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS



REVISIONS
9.21.17

APPROVED
DEC 14 2017

SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

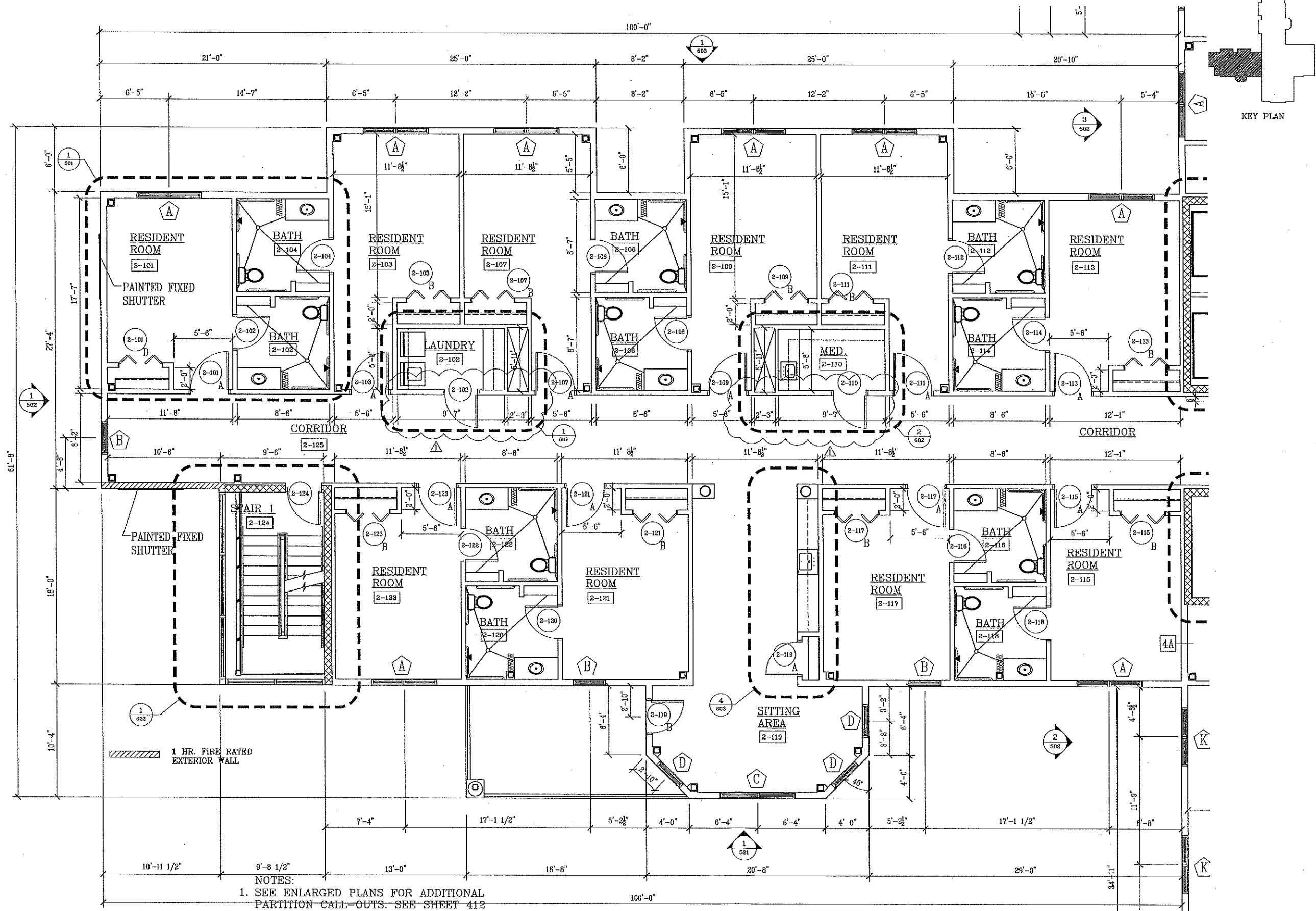
R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
300 CHARLES STREET, SUITE 4
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

KL
RL
3.1.17
14-50

414

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 7958, EXPIRATION DATE DECEMBER 31, 2017.

REVISIONS	
3.118	



KEY PLAN

NOTES:
 1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.

2. SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

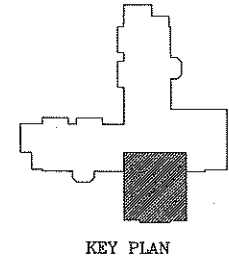
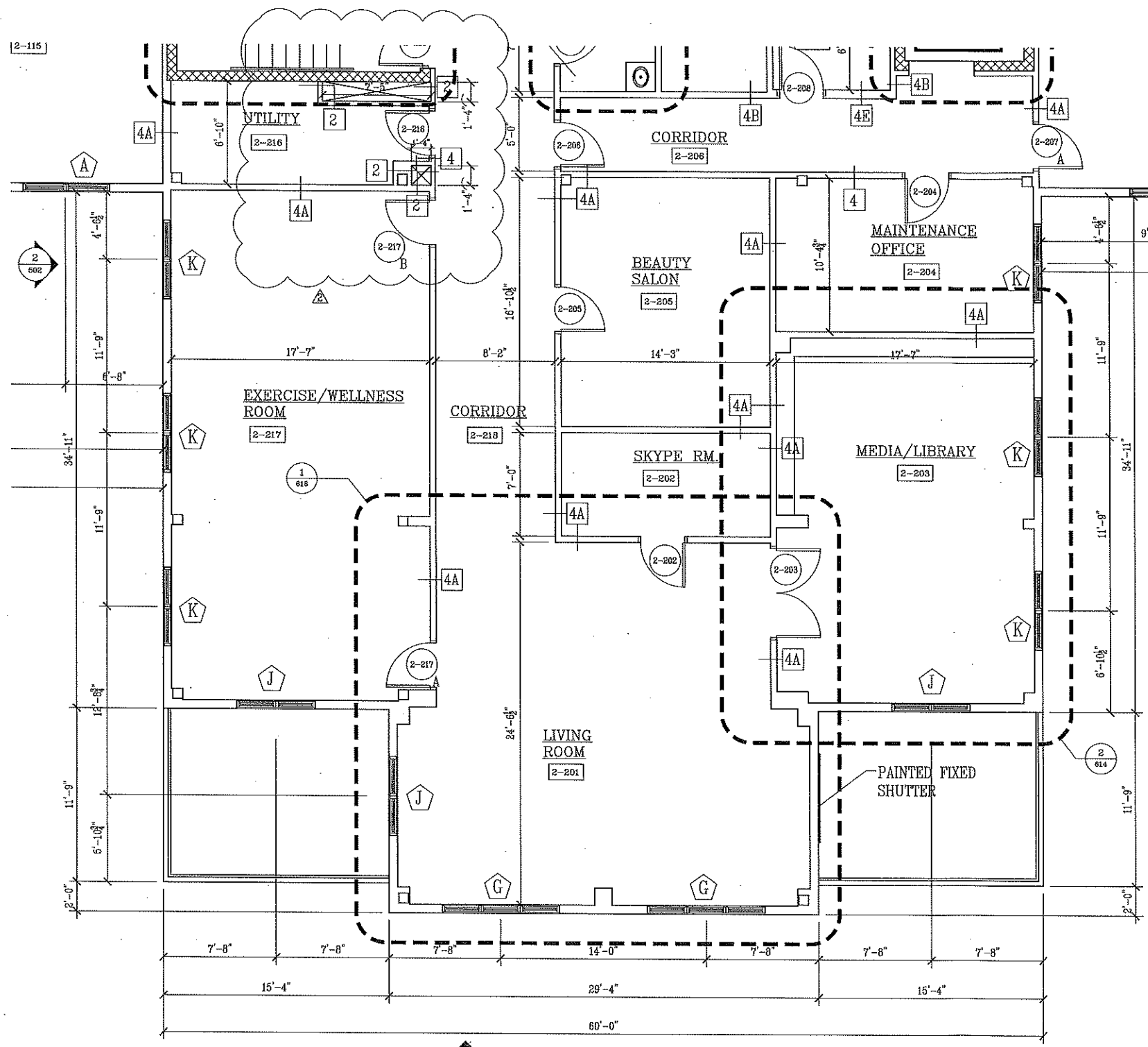
1 PARTIAL SECOND FLOOR PLAN
 1/4"=1'-0"

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: 7856. EXPIRATION DATE: DECEMBER 31, 2017.

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

SAGEPOINT VILLAGE
 CHARLES COUNTY, MARYLAND

REVISIONS	
3.117	
14-50	
421	



REVISIONS	
△	4.19.17
△	3.1.18

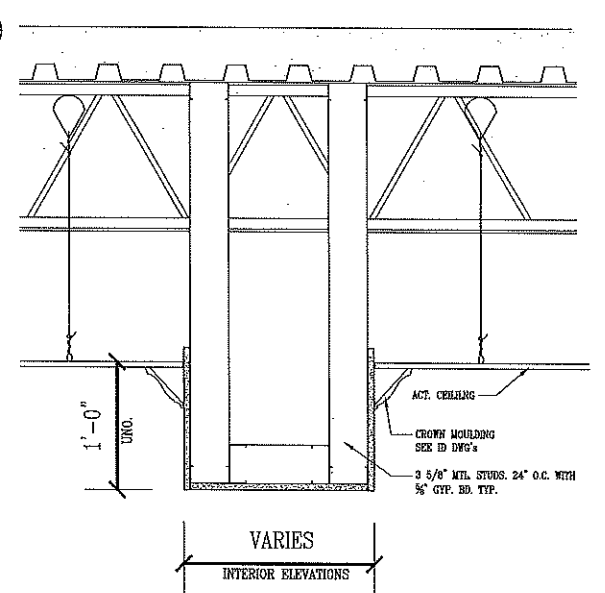
SAGEPOINT VILLAGE
 CHARLES COUNTY, MARYLAND

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

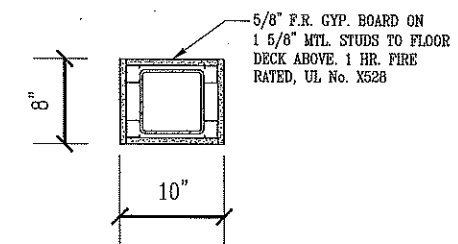
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NOTES:
 1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 2. SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

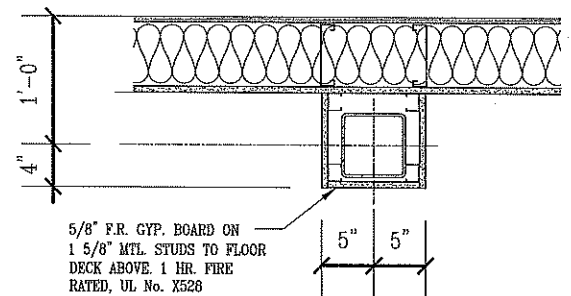
1 PARTIAL SECOND FLOOR PLAN
 1/4"=1'-0"



4 TYP. BULKHEAD DETAIL
 1 1/2"=1'-0"

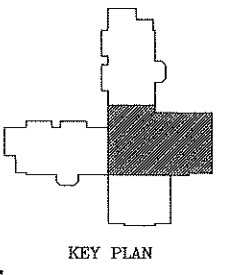
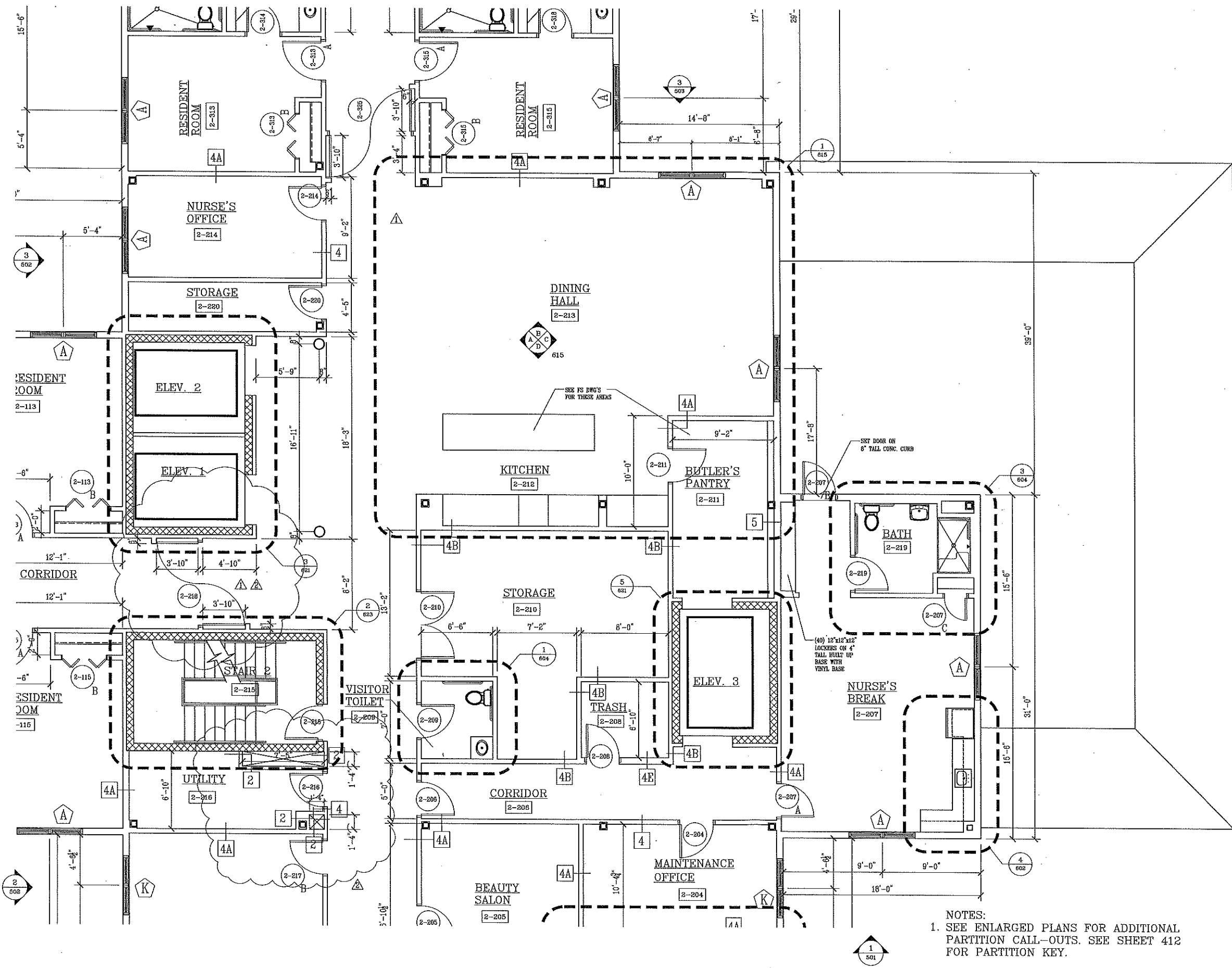


3 TYP. INTERMED. COL. PLAN DETAIL
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2 TYP. PERIMETER COL. PLAN DETAIL
 1 1/2"=1'-0"

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REVISIONS	
△	9.21.17
△	3.1.18

SAGEPOINT VILLAGE
 CHARLES COUNTY, MARYLAND

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

1	501
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3	503
4	504
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- NOTES:
- SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL SECOND FLOOR PLAN
 1/4"=1'-0"

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: 7666. EXPIRATION DATE: DECEMBER 31, 2017.

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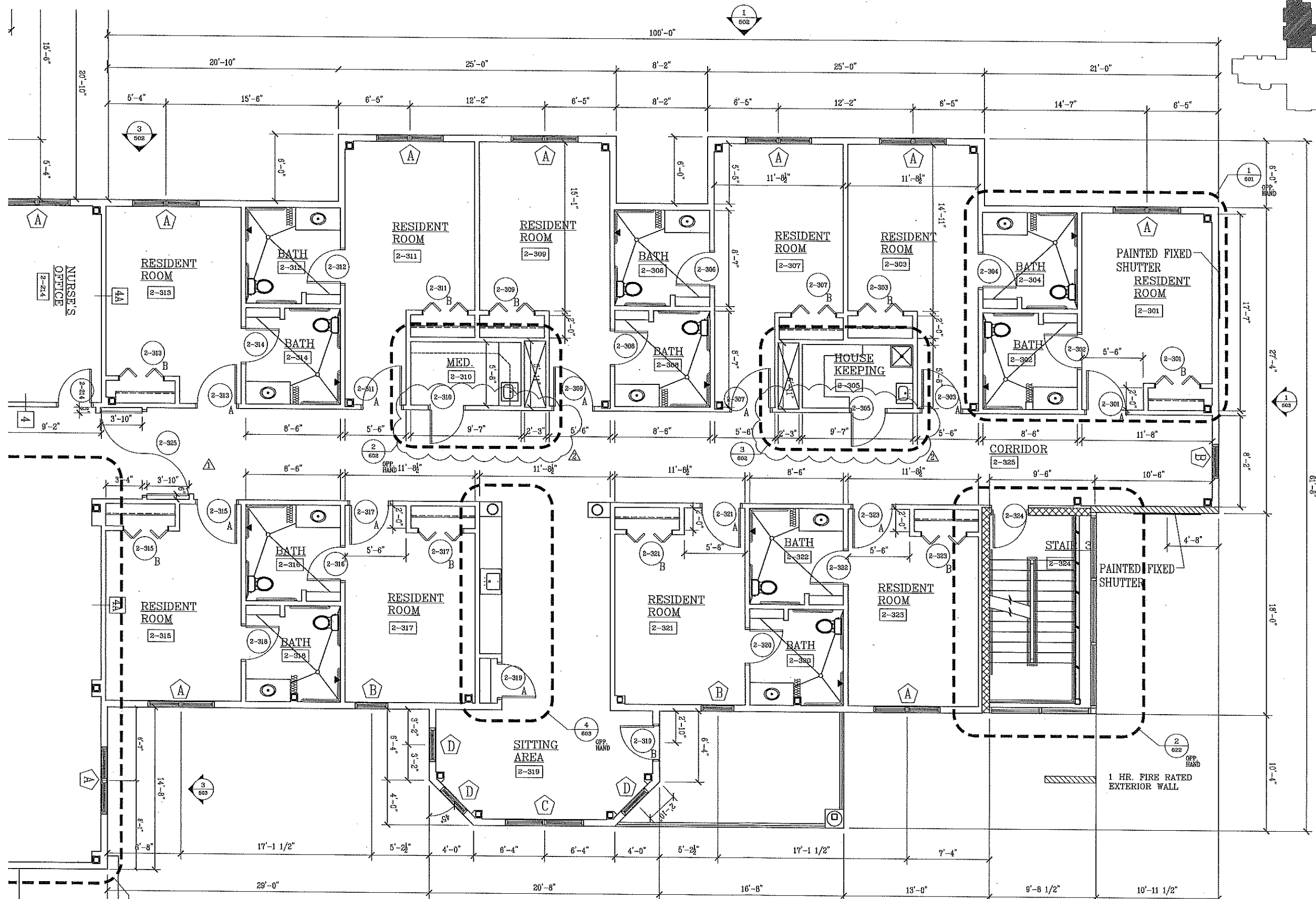
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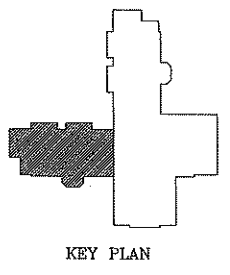
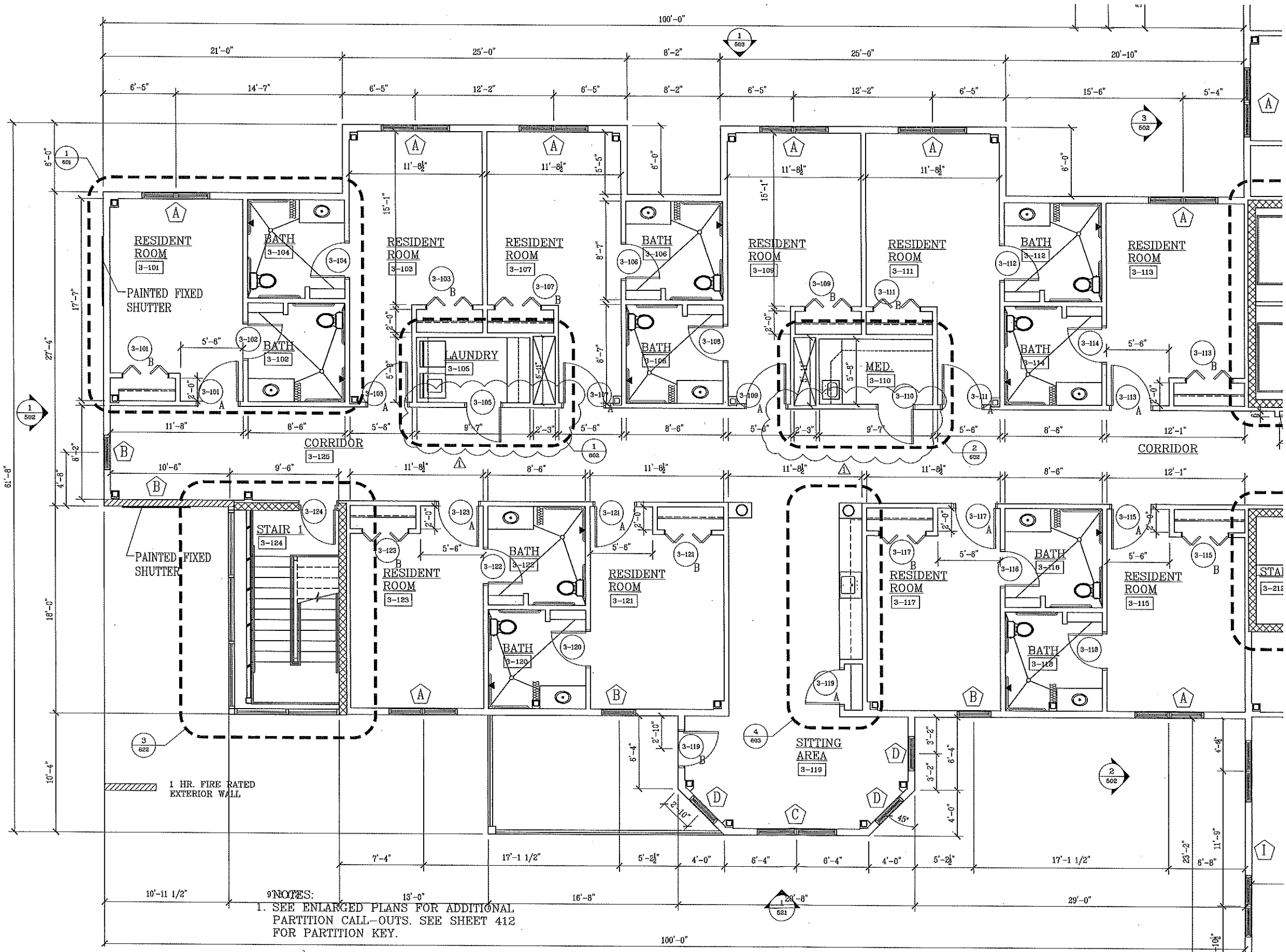
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- NOTES:
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 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL SECOND FLOOR PLAN
1/4"=1'-0"



REVISIONS	
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SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

DESIGNED BY LITTON & ASSOCIATES, ARCHITECTS, L.L.C. IN PARTIAL FULFILLMENT OF THE REQUIREMENTS OF THE STATE OF MARYLAND. LICENSE NUMBER 7959. EXPIRATION DATE DECEMBER 31, 2017.

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 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

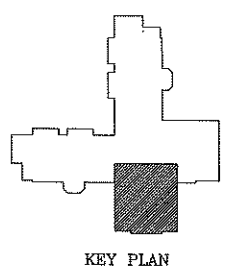
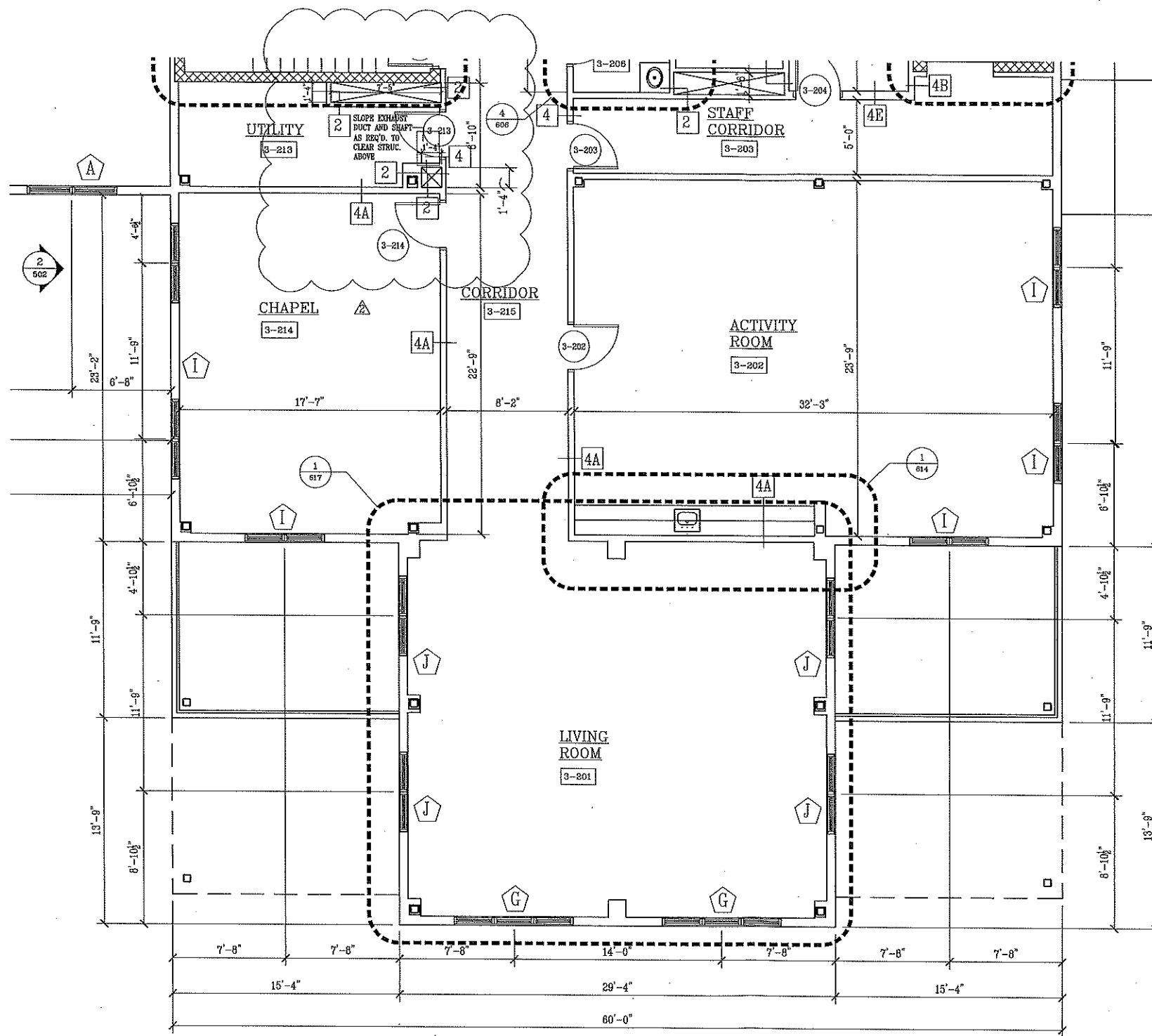
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- NOTES:**
- SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL THIRD FLOOR PLAN
 1/4"=1'-0"

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A duly licensed architect under the laws of the State of Maryland. License Number 7959. Expiration Date December 31, 2017.



REVISIONS	
△	4.19.17
△	3.1.18

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: 7666. EXPIRATION DATE: DECEMBER 31, 2017.

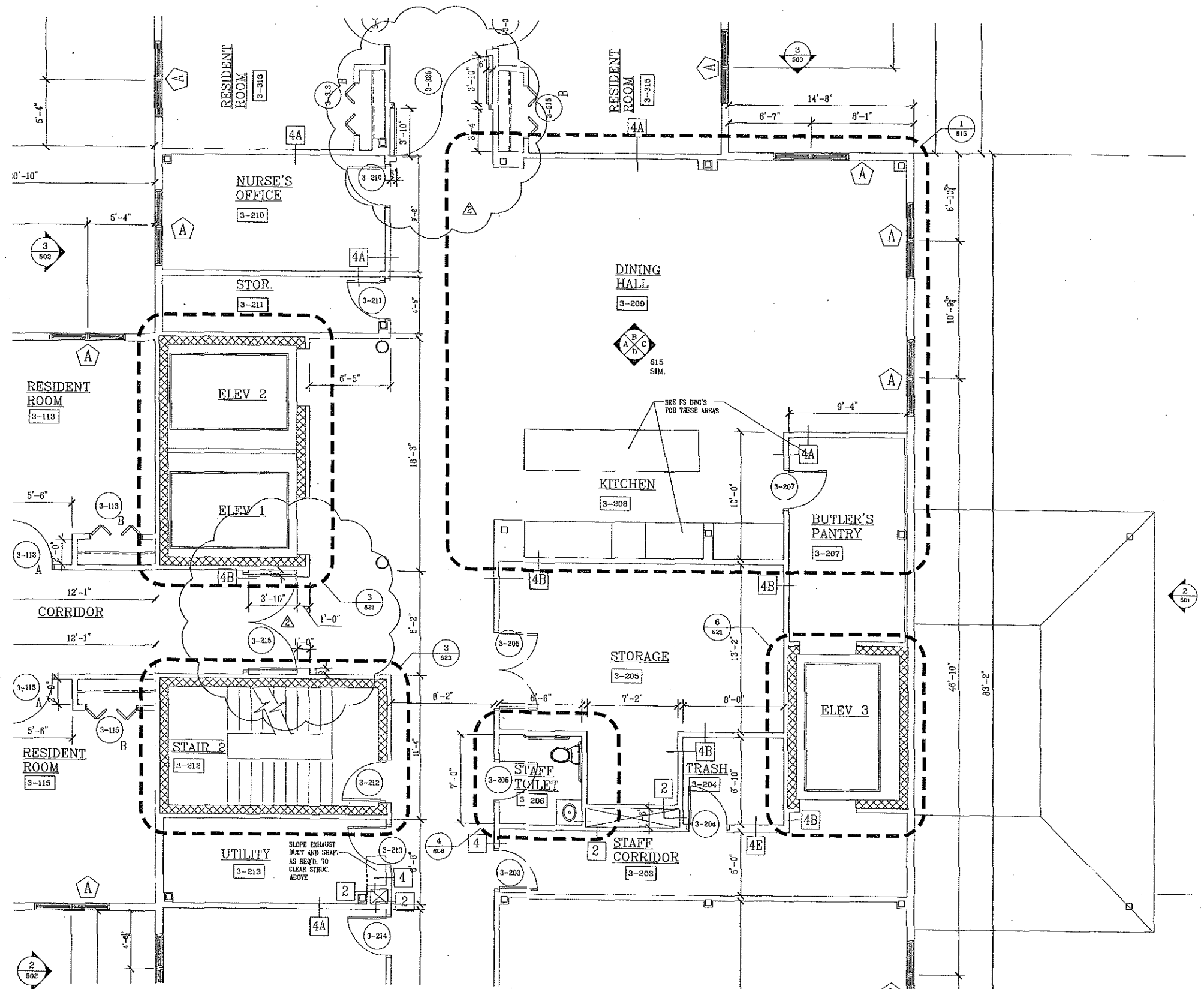
R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC
 300 CHARLES STREET, SUITE 4
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

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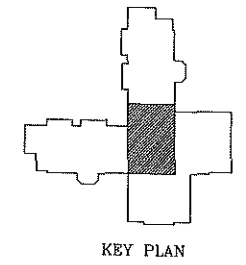
- NOTES:
- SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL THIRD FLOOR PLAN
 1/4"=1'-0"



- NOTES:
- SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 - SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL THIRD FLOOR PLAN
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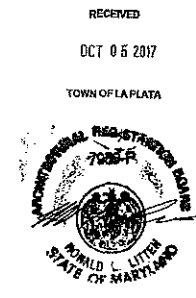


APPROVED
TOWN OF LA PLATA
DEC 14 2017

REVISIONS	
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SAGEPOINT VILLAGE
CHARLES COUNTY, MARYLAND

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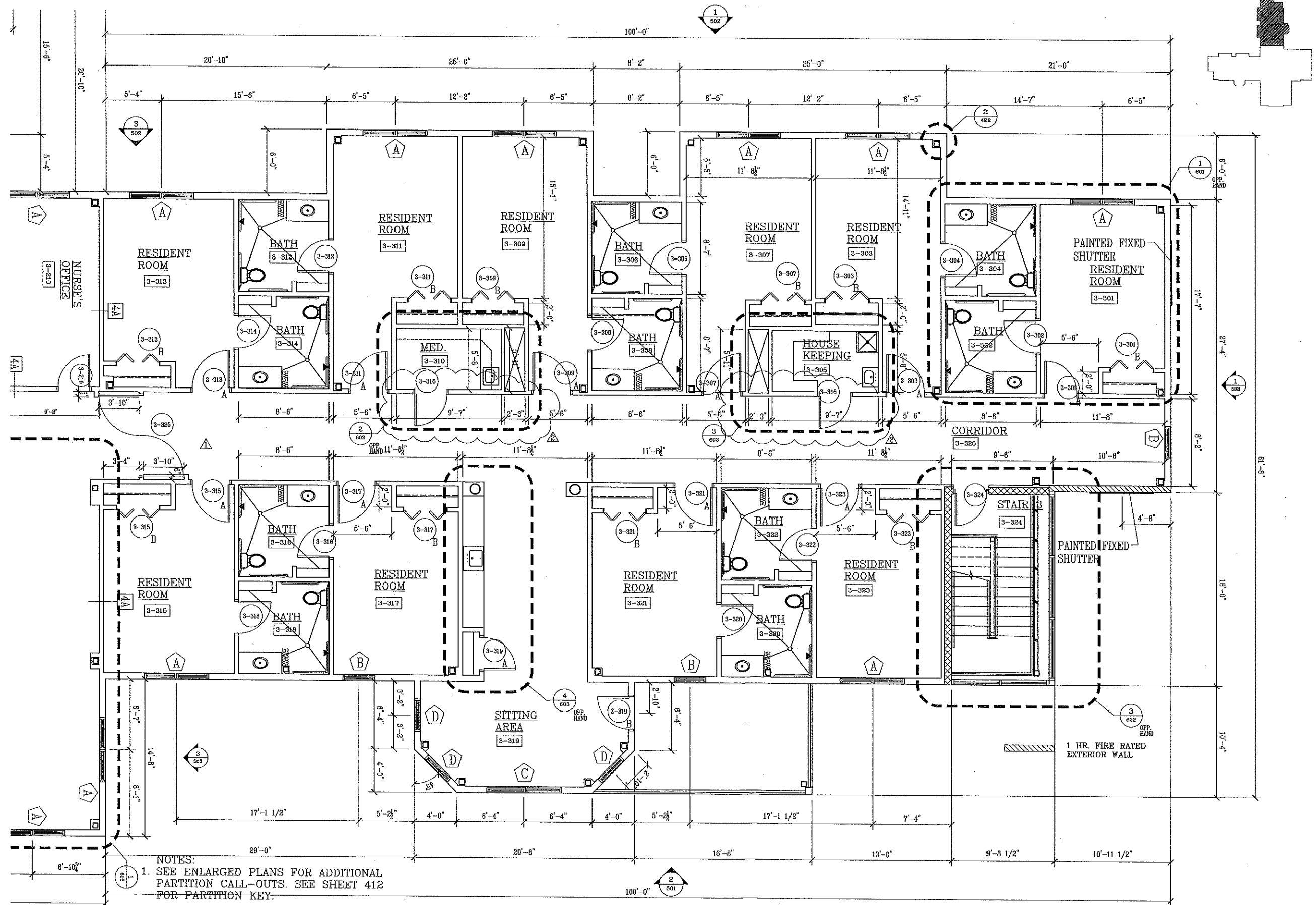


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REVISIONS	
1	9.21.17
2	3.1.18



- NOTES:
1. SEE ENLARGED PLANS FOR ADDITIONAL PARTITION CALL-OUTS. SEE SHEET 412 FOR PARTITION KEY.
 2. SEE ID DRAWINGS FOR FLOORING TYPES AND PATTERNS

1 PARTIAL THIRD FLOOR PLAN
1/4"=1'-0"

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 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

SAGEPOINT VILLAGE
 CHARLES COUNTY, MARYLAND

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John Beecroft

319 Cooper Street Woodbury, NJ 08096
(856) 649-4598 | jjbeecroft@gmail.com

CORE ACHIEVEMENTS

Project Management

- Design and development of PHP, Detox, Residential Programs in NJ (2021)
- Design and Development of 2 inpatient startups (2020-2021)
- Consultation in turnaround of OP/IOP (2021)
- Consultation in development of PHP programs (2019, 2020, 2021)
- Board Member of Drug and Alcohol Service Providers of PA (2019)
- Reduction of inpatient facility operating expenses (\$475k in 2019)
- Designed, licensed and opened 40 bed PHP program (2017-2018)
- Implemented mobile assessment protocol for off-site patients within large health system (2017)
- Developed and implemented MAT integrated care model with Family Medicine for UPHS (2017)
- Obtained Center of Excellence for Opioid Use Disorders recognition and \$500k grant (2016)
- Member of committee charged with developing integrated care model for a large health system (2016)
- 1 IOP startup (2014-2015), 4 PHP Startups (2018, 2019, 2020, 2021), 4 Residential Turnarounds (2015 and 2019) and 2 Successful IOP/OP Turnarounds (2011 and 2015)
- Increased census by 75% in first year as director (2015)
- Reduced direct expenses by \$500,000.00 within health system treatment facility (2015)
- Consistent 0 findings by TJC, DDAP and primary funder audits (2014-2019)
- Initiated involvement in Pay 4 Performance program - \$15,000 program bonus (2013-2016)
- Added Suboxone and Problem Gambling treatment to array of existing services (2012)
- Devised and implemented internal patient satisfaction and outcomes measures (2011-2020)
- Increased patient census by 150% in first year as director (2011)
- Lowered primary funder variance from 30% to less than 5% in two years (2011)
- Reduced licensing inspection citations from 17 to 3 in one year (2011)
- Effectively developed and implemented peer governance (2011-2017)
- Construct and implement a peer driven curriculum (2010-2017)

Staff Development

- Effectively recruited and retained staff throughout tenure of positions
- Provision of clinical training to up to 50 clinical and hospital personnel
- Trained staff on implementation of contingency management retention focused protocol
- Developed a weekly team meeting to build rapport, manage clinical concerns, and efficiently address programmatic needs (2008-2017)
- Developed and implemented novel PHP, IOP and inpatient curriculums

PROFESSIONAL EXPERIENCE

Access to Recovery Consulting | Woodbury, NJ
03/2020 - Present

Chief Executive Officer / Co-Founder

- Provision on consultative services to behavioral health providers in the areas of:
 - Startup/Turnaround/Recruitment
 - Managing acquisitions and mergers
 - Licensing/Quality Assurance
 - Operational Efficiencies
 - Clinical services and level of care expansion
 - Medication assisted and holistic treatment interventions
 - Marketing and Fundraising

Alpas Wellness Retreat, Alpas Wellness La Plata and Alpas Memory Care Center | Quakertown, PA

01/2020 - Present

Chief Operating Officer / Partner

- Assist in architectural design of a purpose built high-end residential behavioral health treatment center and distinct memory care center
- Manage pre-construction activities
- Facilitate development of staffing model, operating budget and curriculum
- Confer in selection of Construction Manager, Construction Monitor
- Investigate and secure materials providers – furniture, medical equipment, etc
- Manage compliance with licensing, accreditation and credentialing requirements

Banyan Treatment Center PHP and Clearbrook Treatment Center | Langhorne/Laurel Run, PA

11/2017 – 01/2020

Executive Director

- Provide operations oversight to 40 bed Partial Hospitalization Program and 68 bed Residential Detox/Rehab Program
- Develop and implement eclectic co-occurring disorder treatment curriculum
- Organize culture change within an existing 68 bed residential treatment program
- Manage compliance with licensing, accreditation and credentialing requirements
- Recruit and train staff

Mercy Health System/Horizon Health | Philadelphia and Darby, PA

09/2016 – 11/2017

Consultant

- Provide operations consultation to Residential Detox, Dual-Diagnosis, and Acute Psych Units at two distinct inpatient hospitals
- Develop and implement eclectic co-occurring disorder treatment curriculum
- Devise and manage RFP process for new level of care contracting
- Review and manage compliance with licensing, accreditation and credentialing requirements
- Develop appropriate report of findings and recommendations for program changes

University of Pennsylvania/Penn Presbyterian Medical Center/Horizon Health | Philadelphia, PA

10/2014 – 7/2017

Program Director

- Develop model for new Medication Assisted Treatment and its integration into primary care practices
- Direct daily operations of two distinct outpatient addictions treatment programs for UPHS
- Assist in operations monitoring and budgetary planning for inpatient detox and psych units
- Develop alternative staffing models and outcomes for inpatient detoxification/rehab unit
- Participate in behavioral health QI for all behavioral health operations at PPMC
- Devise patient satisfaction and outcome measure for IOP/OP behavioral health programming
- Developed and obtained licensure for a boutique IOP treatment program for Penn Behavioral Health
- Creation and implementation of policy and procedure
- Identify and network with key referral sources
- Create marketing and development strategies
- Collaborate with executive officials within the hospital system
- Develop and implement clinical programming
- Supervise clinical staffing
- Provision of clinical and operations training to all staff
- Conduct D&A and MH evaluations

GPASS | Philadelphia, PA
10/2011 – 10/2014

Program Director / Clinical Supervisor

- Expanded treatment contracts with varied referral sources
- Expansion of Intensive Outpatient services
- Facilitate weekly team and individual supervision
- Initiated implementation of a token economy program
- Responsible for developing and facilitating clinical trainings
- Secured contract with US Courts/Federal Probation for CBT Group Therapy
- General supervision of co-occurring disorder outpatient clinic
- Overall management of facility

GPASS | Philadelphia, PA
08/2008 – 10/2011

Addictions Counselor / Lead Clinician

- Facilitate group and individual co-occurring disorder treatment sessions
- Conduct drug and alcohol assessments
- Provide weekly supervision to clinicians

SKILLS

Critical Thinking

Management of Personnel

Psychopharmacology

Regulatory

Therapy and Counseling

Quality Control Analysis

Psychopathology

Licensing

Negotiation

Program Expansion and Development

Forensic Populations

Staff Development

EDUCATION

Master of Healthcare Administration / Public Health - Executive (2021-2023)

Columbia University – New York, NY

Master of Arts in Forensic Psychology (2012 - 2014)

The Chicago School of Professional Psychology - Chicago, IL (GPA: 4.0)

Bachelor of Arts in Psychology (2001 - 2007)

Rutgers University - Camden, NJ

CERTIFICATIONS

Certified Alcohol and Drug Counselor (CADC) with Problem Gambling Competency

Level II Problem Gambling Counselor

Certified Co-Occurring Disorders Professional Diplomate (CCDPD)

Level I Trauma Art Narrative Therapy Certified

Completion of Pennsylvania State Clinical Supervision Training

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Town of La Plata

Mayor
Jeannine E. James

Council
James Goldsmith
Matthew D. Trollinger
Evalyne L. Bryant-Ward
David M. Jenkins



Town Manager
Brent T. Manuel

Assistant Town Manager
Michelle D. Miner

March 15, 2022

Mike Martin
Chief Strategy officer
Alpas Wellness
1014 Washington Ave
La Plata, Maryland 20646

Dear Mr. Martin,

I am pleased to write a letter of support for Alpas Wellness opening their new facility in La Plata. As the Mayor of the Town of La Plata, I have witnessed the surge in the mental health crisis and substance use disorders over the years with little to no resources available to those afflicted. Treatment centers have been popping up all over the United States as the opioid addiction epidemic rages. Still, none of them have combined a therapeutic strategy with proprietary technology to treat their clients. That's what makes Alpas Wellness exceptional. I understand that this state-of-the-art facility will provide tailored, unique programs to those in need not only from Maryland but nationwide.

Looking at what your facility offers, I am thrilled that over 120 full-time positions will be created within our community, giving our Town's economy a significant boost. Beyond treating your clients, I appreciate your commitment to providing outreach and educational programs for those within our community. The more we know, the more we can identify the signs of someone struggling and get them the help they need.

The fight against addiction and substance use disorder is far from over, but with the support and assistance of facilities such as yours, there is hope. I fully support Alpas Wellness expanding their campus to La Plata and look forward to a successful partnership for years to come.

Sincerely,

Jeannine E. James
Mayor, Town of La Plata



CHARLES COUNTY GOVERNMENT
Economic Development Department

Kelly A. Robertson-Slagle
Director

Phone | 301-885-1340
Fax | 301-885-1341
Email | info@MeetCharlesCounty.com

March 14, 2022

Mike Martin
Chief Strategy officer
Alpas Wellness
1014 Washington Ave
La Plata, Maryland 20646

Dear Mr. Martin,

Please accept this letter in support for Alpas Wellness to be located at 1014 Washington Avenue, La Plata, Maryland. We are thrilled that you have chosen Charles County to make your valuable investment. The resulting economic impact to the town and the county does not go unnoticed, In addition, we welcome the much needed services for citizens with mental health needs.

As evidenced by the Governor's strong push to combat opioid epidemic through the creation of the Heroin and Opioid emergency Task force, the county appreciates everything that groups like yours do to save lives and help people to recover from their addiction and turn their lives around.

We understand that treatment is but one step in the process of fighting against addiction and mental health issues. Unfortunately, due to a lack of treatment options in their area, it is a step that far too many people find themselves unable to take. We believe strongly that this facility will be an asset to not only Charles County, but the entire Southern Maryland community.

Sincerely,

A handwritten signature in black ink that reads "K. Robertson-Slagle".

Kelly Robertson-Slagle (Mar 14, 2022 11:23 EDT)

Kelly Robertson-Slagle
Charles County Economic Development Director



10665 Stanhaven Place, Suite 206 | White Plains, Maryland 20695
Maryland Relay: 7-1-1 (TDD: 1-800-735-2258)

Equal Opportunity Employer
www.MeetCharlesCounty.com










Mike Martin Letter

Final Audit Report

2022-03-14

Created:	2022-03-14
By:	Lacey Oliver (OliverL@meetcharlescounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-YJin_akghPqwfz3NrbV81Ry8BCkkOmC

"Mike Martin Letter" History

-  Document created by Lacey Oliver (OliverL@meetcharlescounty.com)
2022-03-14 - 2:34:22 PM GMT - IP address: 167.102.160.10
-  Document emailed to kelly.slagle@calvertcountymd.gov for signature
2022-03-14 - 2:56:27 PM GMT
-  Email sent to kelly.slagle@calvertcountymd.gov bounced and could not be delivered
2022-03-14 - 2:56:31 PM GMT
-  Lacey Oliver (OliverL@meetcharlescounty.com) replaced signer kelly.slagle@calvertcountymd.gov with Kelly Robertson-Slagle (slaglekr@meetcharlescounty.com)
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2022-03-14 - 3:21:44 PM GMT
-  Email sent to kelly.slagle@calvertcountymd.gov bounced and could not be delivered
2022-03-14 - 3:21:56 PM GMT
-  Email viewed by Kelly Robertson-Slagle (slaglekr@meetcharlescounty.com)
2022-03-14 - 3:22:54 PM GMT - IP address: 167.102.160.10
-  Document e-signed by Kelly Robertson-Slagle (slaglekr@meetcharlescounty.com)
Signature Date: 2022-03-14 - 3:23:06 PM GMT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.
2022-03-14 - 3:23:06 PM GMT



March 11, 2022

Mike Martin, Chief Strategy Officer
Alpas Wellness
1014 Washington Avenue
La Plata, MD 20646

Dear Mr. Martin,

I am writing in support of the Alpas Wellness on Washington Avenue in La Plata. Not only are these services much-needed, but a facility such as this one is consistent with one of the economic development focuses of Charles County.

Unfortunately, substance abuse and addiction is a significant problem, not just locally, but nationally. It appears to have accelerated throughout the pandemic, making your work even more critical. I appreciate the efforts of organizations like Alpas Wellness in helping people turn their lives around.

The College of Southern Maryland offers several programs that support the work of organizations like Alpas. Not only do we offer Nursing, Allied Health, and Health Careers programs, we offer Human Services degrees and certificates to include a certificate in Alcohol and Drug Counseling.

I look forward to seeing this project advance.

Sincerely,

A handwritten signature in cursive script that reads 'Maureen Murphy'.

Maureen Murphy, Ph.D.
President

La Plata Campus
8730 Mitchell Road, PO Box 910
La Plata, MD 20646
301-934-2251 • 301-870-3008

Leonardtown Campus
22950 Hollywood Road
Leonardtown, MD 20650
240-725-5300

Prince Frederick Campus
115 J.W. Williams Road
Prince Frederick, MD 20678
443-550-6000

Regional Hughesville Campus
6170 Hughesville Station Place
Hughesville, MD 20637
301-539-4730

Handwritten symbols and characters, possibly representing a stylized signature or a set of marks. The symbols are arranged in a loose, non-linear pattern. The top row contains three distinct marks. Below them, there is a large, loopy character on the left, followed by two more marks. The bottom row consists of three marks, with a fourth mark centered below the middle one.

Alpas Wellness La Plata LLC Policy and Procedure

Title: Admission and Exclusion Criteria
Category: Clinical/Operations
Reference No: Draft

Policy No: 101

Effective Date:
Revision Date:

I. PURPOSE:

To establish patient admission criteria. To ensure the safety and well-being of any person entering Alpas Wellness's inpatient program. To ensure all potential patients obtain the treatment they need at the appropriate level of care.

II. POLICY:

Alpas Wellness treats adult males and females who are 18 years of age or older and have an active chemical dependency problem. It is the policy of Alpas Wellness to admit patients for treatment without regard to gender, race, religion, national origin, marital status, creed or sexual orientation. Patients may also suffer from mental health illness, which would be addressed in the treatment process. All admissions are expected to be voluntary and prospective patients must make a verbal commitment and give written consent to complete the diagnostic evaluations and be involved in treatment.

The decision to admit an individual lies solely with Alpas Wellness. Alpas Wellness is not bound by any contract or other obligation to accept for treatment a person who is inappropriate by virtue of medical or psychiatric diagnosis, motivation or demonstrated lack of responsiveness, or other factors.

Prospective patients and referral sources will be informed that provisions should be made if it is determined that admission is inappropriate. Referral sources should have alternate plans in place if the person is not admitted. Alpas Wellness does not establish a category of automatic exclusion that is defined by a history of criminal conviction. In addition, Alpas Wellness shall not deny admission to an individual solely because the individual uses a medication prescribed by a physician outside Alpas Wellness's service or facility.

Some patients will be excluded from admission to our inpatient program. If a potential patient meets any of the criteria listed below, then the patient cannot be admitted to the Alpas Wellness inpatient program.

- Individuals under the age of 18.
- Individuals who are registered sex offenders in the National Sex Offender Registry.
- Individuals suffering from a currently unstable psychiatric condition that requires a higher level of psychiatric care.
 - This includes but is not limited to; person exhibiting active symptoms schizophrenia, homicidal/aggressive behavior, active suicidal ideation with a plan or active suicidal thoughts in which the patient cannot contract for safety.
- Females in their third trimester of pregnancy or pregnant women who require detoxification from opiates.

Reviewed and Revised August 2022

Alpas Wellness La Plata LLC Policy and Procedure

- Individuals who are bed-ridden, unable to participate in daily programming or unable to take care of their Activities of Daily Living (ADL's)
- Persons suffering from a medical condition/complication that is not able to be addressed in a non-hospital setting.
 - This includes but is not limited to: Cardiovascular, Unstable angina, Decompensated congestive heart failure, Severe hypertension, unresponsive to treatment – blood pressure over 200 systolic, 130 diastolic
- Undiagnosed chest pain
- Respiratory
 - Status asthmaticus
 - Respiratory failure
- GI
 - Active GI bleeding as evidenced by hematuria or severe melena with orthostasis
 - Acute pancreatitis with severe vomiting or severe abdominal pain
- Central Nervous System
 - Delirium tremens
 - Comatose, obtunded or severely lethargic mental status
 - History of recent untreated head trauma
- Endocrine
 - Diabetic ketoacidosis
 - Thyrotoxicosis
- Infectious Diseases
 - Plague
 - Cholera
 - Measles
 - Rubella
 - Chicken Pox
 - Active tuberculosis
 - C-Diff (untreated and active)
 - Untreated MERSA
 - Scabies (untreated)
 - Shingles (untreated)
- Persons requiring dialysis or intravenous therapy or with advanced stage liver or kidney failure
- Or any medical any medical complication that could pose a medical risk for treatment at a nonhospital inpatient level of care.
- Clarification – The severity of these medical conditions require some amount of medical judgment and a physician may need to be consulted regarding whether a particular patient is appropriate for admission
- Individuals with an intellectual disability will be reviewed on a case-by-case basis for their ability meaningfully participate in Alpas Wellness's programs.

Alpas Wellness La Plata LLC Policy and Procedure

III. PROCEDURES:

A. General Procedures

- i. The Intake & Assessment and/or Call Center staff will collect all necessary data on a potential patient. We will utilize several assessment tools including the Addiction Severity Index (ASI).
- ii. If the patient is currently in another facility or Emergency Department, clinical documentation will be requested for review.
- iii. The admission will be approved or denied within the guidelines of the admission/exclusion criteria above.
- iv. A referral will be made to a more appropriate facility if the admission is denied due to exclusion criteria or the referral is inappropriate for our level of care.
- v. The Intake & Assessment Center will maintain a log of referrals who were denied admission. The log will contain the name of the referral and the reasons for denial.

B. General Admission Criteria

- i. Acknowledge that they have (or recently have had) problems in their lives associated with alcohol and/or drug use;
- ii. Have a willingness to participate in treatment;
- iii. Provide written consent to participate fully in diagnostic evaluations treatment;
- iv. Conform to guidelines established in the Patient Handbook; and
- v. Be physically and mentally able to participate in necessary treatment.

C. Nonhospital Detoxification Program Admission Criteria

- i. Individuals must meet the DSM 5, “Addictions & Related Disorders” or ICD-10 “Psychoactive Substance Use Disorder-Dependence”, as well as ASAM criteria for this level of care.
- ii. Intoxication or Withdrawal Individuals should also meet ONE of the following:
 1. The risk of a severe withdrawal syndrome is present but manageable in this setting, as evidenced by:
 - a. Individual is withdrawing from alcohol and CIWA-Ar (Clinical Institute Withdrawal Assessment – Alcohol – Revised) score (or other comparable standardized scoring system) equals 10-19; OR
 - b. Daily ingestion of sedative hypnotics or opioids for over six months, plus daily use of another mind-altering drug known to have its own withdrawal syndrome (close hourly monitoring is available, if needed), with no accompanying chronic mental/physical disorder; OR
 - c. Daily ingestion of sedative hypnotics or opioids above the recommended therapeutic dosage level for at least 4 weeks (close hourly monitoring is available, if needed), with no accompanying chronic mental/physical disorder; OR

Alpas Wellness La Plata LLC Policy and Procedure

- d. The individual uses high dose/oral/nasal stimulants, or smokes or injects stimulants at least once a day in a cyclic pattern of “runs,” and is currently within 7 days of such drug use; OR
 - e. The individual has marked lethargy, hypersomnolence, or high levels of agitation associated with expressed high degrees of drug craving.
 - 2. The individual is either not showing signs of intoxication with a blood alcohol of .15gm% or greater, or has a blood alcohol level of 0.2gm%.
 - iii. Biomedical Conditions and Complications Individuals should also meet ONE of the following:
 - 1. Continued alcohol/drug use places the individual in imminent danger of serious damage to physical health for concomitant biomedical conditions.
 - 2. Biomedical complications of addiction or a concurrent biomedical illness require medical monitoring, but not intensive care.

D. Nonhospital Residential Program Admission Criteria

- i. Individuals must meet the DSM 5, “Addictions & Related Disorders” or ICD-10 “Psychoactive Substance Use Disorder-Dependence”, as well as ASAM criteria for this level of care.
- ii. Intoxication or Withdrawal Individuals should also meet ONE of the following:
 - 1. CIWA-Ar (Clinical Institute Withdrawal Assessment – Alcohol – Revised) score (or other comparable standardized scoring system) of less than 10 following 8 hours of abstinence from alcohol without medication; OR
 - 2. Blood alcohol 0.0gm% and no withdrawal signs or symptoms present which require medication; OR
 - 3. Sub-acute symptoms of protracted withdrawal which, if present, can be managed safely without daily medically managed intervention.
 - 4. For individuals with withdrawal symptoms no more severe than those noted in Section A, the individual has, and responds positively to, emotional support and comfort as evidenced by decreased emotional symptoms by the end of the initial interview session.
- iii. Biomedical Conditions and Complications Individuals should also meet ONE of the following:
 - 1. Continued alcohol/drug use places individual in possible danger of serious damage to physical health for any concomitant biomedical conditions (e.g. continued use of alcohol despite diagnosis and/or history of diabetes, cirrhosis of the liver, pancreatitis or seizures during withdrawal, continued cocaine use

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- despite history of seizures associated with such use, high blood pressure or cardiovascular or cardiac problems, or continued alcohol/drug use within a self-destructive lifestyle while HIV-positive or AIDS-symptomatic);
2. Biomedical complications of addiction or concurrent biomedical illness require medical monitoring but not intensive care (e.g. AIDS-symptomatic);
 3. If individual is pregnant, continued or recurring alcohol/drug use would place the fetus in imminent danger of temporary or permanent disability;
 4. The individual's biomedical complications are not severe enough for Levels 3 or 4, but are sufficient to distract from recovery efforts. Such conditions, which require medical monitoring, could be treated by a concurrent arrangement with another treatment provider.
- iv. Emotional/Behavioral Conditions and Complications Individuals should also meet ONE of the following:
1. Depression and/or other emotional/behavioral symptoms (e.g. compulsive behaviors) are sufficiently interfering with abstinence, recovery, and stability to the degree that a structured 24-hr environment is need to address symptoms and recovery efforts;
 2. There is a moderate risk (usually manifested by highly dysfunctional behavior in the recent past) of behaviors endangering self or others (e.g. suicidal or homicidal thoughts with no active plan, but a history of suicidal gestures or homicidal threats);
 3. The individual is manifesting stress behaviors related to recent or threatened losses in the work, family, or social arenas, to the extent that activities of daily living are significantly impaired. A 24-hr structured secure environment is needed to help the individual address his/her addiction;
 4. Concomitant personality disorders (e.g. antisocial personality disorder with verbal aggressive behavior requiring constant limit-setting) are of such severity that the accompanying dysfunctional behaviors require continuous boundary-setting interventions.
- v. Readiness to Change
1. Despite serious consequences and/or effects of the addiction on the individual's life (e.g. health, family, work, or social problems), the individual does not accept or relate to the severity of these problems. The individual is in need of intensive motivating strategies, activities, and processes only available within a 24-hr program.
- vi. Relapse Potential Individuals should meet ONE of the following:
1. Despite a history of treatment episodes at a less intensive level of care, the individual is experiencing an acute crisis with a

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concomitant intensification of addiction symptoms (e.g. difficulty postponing gratification and related drug-seeking behavior);

2. The individual is assessed to be in danger of drinking or drugging with attendant severe consequences, and is in need of 24-hr short-term professionally directed clinical interventions;
3. The individual recognizes that alcohol and/or drug use is excessive and has attempted to reduce or control it, but has been unable to do so as long as alcohol and/or drugs are present in his/her immediate environment.

vii. Recovery Environment Individuals should meet ONE of the following:

1. The individual lives in an environment (e.g. social or interpersonal network) in which treatment is unlikely to succeed (e.g. family full of interpersonal conflict which undermines individual's efforts to change, family members or significant others living with the individual who manifest current substance abuse problems and are likely to undermine the individual's recovery);
2. Logistic impediments (e.g. distance from treatment facility, mobility limitations, lack of driver's license, etc.) preclude participation in treatment services at a less intensive level;
3. There is a danger of physical, sexual, and/or severe emotional attack or victimization in the individual's current environment which will make recovery unlikely without removing the individual from this environment;
4. The individual is engaged in an ongoing activity (e.g. criminal activity to support habit) or occupation where continued alcohol and/or drug use on the part of the individual constitutes substantial imminent risk to public or personal safety (e.g. individual is airline pilot, bus driver, police officer, member of clergy, doctor, nurse, construction worker, etc.).

E. Readmission Criteria

- a. Individuals must meet the general and program-specific admission criteria before being considered for readmission.
- b. Alpas Wellness La Plata will not deny re-admission to any person solely because that person:
 1. withdrew from treatment against clinical advice on a prior occasion;
 2. relapsed from earlier treatment; or
 3. filed a grievance regarding an action or decision of the licensee.

Alpas Wellness La Plata LLC Policy and Procedure

Title: Discharge Procedure
Category: Clinical/Operations
Reference No: Draft

Policy No: 102

Effective Date:
Revision Date:

I. PURPOSE:

To provide procedures for discharging a patient and the documentation that accompanies the discharge procedures. Also to provide quality, continuing care plans for all patients.

II. POLICY:

Patients shall be discharged in a uniform manner.

III. PROCEDURES:

A. Discharge Order

- i.** A discharge order shall be obtained from a physician/physician assistant/CRNP which includes specific information regarding discharge (type, medications, etc.)
- ii.** A nurse or clinical aide (CA) shall review the order
- iii.** If an order for discharge has not been written, the nurse will call the physician/physician assistant/CRNP for a verbal order. A patient should not be discharged without an order..

B. Continuing Care Plan

- i.** The primary counselor is responsible, in cooperation with the Treatment Team, for the overall development of a comprehensive continuing care plan for each patient. This plan is formulated with patient's input and when appropriate with input from family members, significant others, guardians, employers, referral sources and judicial system.
- ii.** All patients shall have a Continuing Care Plan in spite of discharge type. This includes AMA, AWOL (if possible), Therapeutic Discharge, etc.
- iii.** Counselor shall make arrangements for patients based on specific needs and shall include services that will assist in recovery process. This can include but is not limited to:
 - 1.** Intensive Outpatient Program
 - 2.** General Outpatient Program
 - 3.** Partial Hospitalization
 - 4.** Individual Therapy
 - 5.** Psychiatric Appointment
 - 6.** Virtual Outpatient/Telehealth
 - 7.** Recovery House
 - 8.** Halfway House

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9. Shelter
10. Case Management Services
11. Inpatient Services (transfer)
12. Crisis Intervention
13. Specific Group – relapse prevention, anger management
14. Children Youth Services/Domestic Relations
15. Probation/Parole Appointment
16. Office of Vocational Rehab

- iv. The physician/physician assistant/CRNP/psychiatrist will direct patients to appropriate medical and psychiatric continuing care services needed including continuing psychiatric care, medication management and follow-up with the patient's primary care physician. A current medication list will be provided to the patient with the Continuing Care Plan.
- v. In order to facilitate family continuing treatment, the counselor shall encourage the family to participate in family therapy and family programs, Al-Anon and outpatient treatment.
- vi. Counselors are responsible for contacting the transportation department when the patient needs to be transported at discharge by facility transportation.
- vii. The continuing care plan will be developed as soon as possible. Aftercare shall be in planning stages within 72 hours of patient admission, regardless of length of stay to ensure as minimal a gap in between services.
- viii. The continuing care plan shall include:
 1. Clinical Issues to be addressed in Continuing Care
 2. A description of the services to be provided which will assist the patient in maintaining long-term sobriety
 3. A specific point of contact to facilitate the patient in obtaining the needed services
 4. Dates, times and address of continuing care appointments
 5. Re-admission information
- ix. It is the responsibility of the treatment team staff to be aware of discharge plans. If any changes are made during treatment, these will be documented in a progress note by the informed party and placed in the patient's chart.
- x. The patient is to sign the continuing care plan indicating his/her agreement with its content and intention to follow it. Patients are given a copy of the plan upon discharge.
- xi. If a patient leaves Against Medical Advice (AMA) or elopes from the facility (AWOL), this must be documented in a progress note and placed in the chart. If a patient goes AMA, a continuing care plan must be offered and information must be present.
- xii. The continuing care plan is to be completed by the Primary Counselor with input from the nursing and medical departments. The nurse or physician/physician/CRNP will review medications that are prescribed at the time of discharge with the patient.

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C. General Discharge Procedures

- i. Once a counselor is aware that a patient is being discharged, the Admissions and the Nursing department should be informed.
- ii. The CA will give the patient a patient satisfaction survey to complete.
- iii. The CA must ensure that the patient is given any valuables that have been placed in the safe and file. The patient and CA must sign the bottom of the valuables form to verify all personal possessions have been returned to the patient.
- iv. The CA who assisted in the discharge shall document the following in the patient's chart:
 1. Time of discharge
 2. Patient's condition at discharge
 3. Valuable returned to patient
 4. With whom the patient left the facility

Alpas Wellness La Plata LLC Policy and Procedure

Title: Inpatient Care
Category: Clinical/Operations
Reference No: Draft

Policy No: 103

Effective Date:
Revision Date:

I. PURPOSE:

To provide quality clinical care to all patients.

II. POLICY:

Staff must follow specified procedures regarding initial patient care.

III. PROCEDURES:

A. Within 24 hours of admission

- i. A staff member shall introduce him/herself to the patient and welcome him/her to Alpas Wellness La Plata. Staff shall ask if there are any pressing issues that need immediate attention, such as contacting an employer or family member, assisting with legal issues, etc. A nurse or clinical aide (CA) shall review the order
- ii. Nursing will complete a nursing assessment upon admission.

B. Within 72 hours of admission

- i. Patient will meet with his/her/their primary care counselor.
- ii. Review the face sheet and admission information for demographics, referral source protocol and check on special needs. If there are any question regarding this information, ask the Admissions Department.
- iii. Staff will complete biopsychosocial assessment.
- iv. Issue the patient an assignment – be creative and focus on the patient’s individual needs. This can be a workbook that addresses the patient’s primary issues, such as relapse history, co-occurring treatment or other individual treatments needs
- v. Discuss with the patient his or her living situation – find out if the patient will return home and if the home is sober, safe and supportive. Also, find out if the patient has a positive support group and which family members and friends will be involved in the patient’s treatment and attend the family program.

C. Within 5 days of admission

- i. Review the nursing assessment and biopsychosocial.
- ii. Develop clinical formulation utilizing the assessments completed and information obtained from initial session with patient.
- iii. After obtaining a release of information from the patient, contact family members and invite them to participate in the Family Program. Explain the

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benefits and the necessity of their participation and highly encourage their attendance. Document this phone call in a progress note.

- iv. Set up a family therapy session and have a firm appointment date and time or the first family therapy session. Make every effort to hold the session during working hours where there are no other schedule activities that you are involved in (group therapy, lecture, etc).
- v. If the patient is using a controlled substance that is being prescribed by a medical provider, obtain release for provider. Part of treatment process is to ensure collaboration with medical provider to inform them that patient is in treatment for substance abuse. Document in progress note.
- vi. Contact the referral source. Thank them for the referral and ask them what is requested in terms of frequency of contact during the patient's length of stay, updates on progress and thoughts on aftercare. Document this in the progress notes headed under Referral Contact
- vii. Determine an appropriate, tentative length of stay and an initial aftercare plan, including type and mode of continuing care, whether it be IOP, partial, halfway house, etc. If there are any questions regarding the length of stay, consult with the treatment team.

D. Within 7 days of admission

- i. Develop a Treatment plan with the patient's input and ensure the treatment plan is individualized for each patient. Make sure that mental health issues are explained and documented in the treatment plan if applicable.
- ii. Review the treatment plan with the patient and obtain his/her signature on the treatment plan. Explain the objectives, issues, goals and how these will be accomplished. Make sure the patient is aware that there will be a continuing care plan, revised with aftercare, for him/her upon discharge.
- iii. Present the patient to Case Conference and identify their major issues, progress, estimated length of stay and aftercare plan. Document this in the Case Conference in the patient's chart.

Alpas Wellness La Plata LLC Policy and Procedure

Title: Utilization Review and Continued Stay Procedure

Policy No: 104

Category: Clinical, Operations

Reference No: Draft

Effective Date:

Revision Date:

I. PURPOSE:

To provide a review of all patient records to justify admission and continued stay to Alpas Wellness La Plata and assure continuous financial coverage. To comply with the regulations of all commercial insurance companies that requires pre-admission authorization and continued stay review. To communicate changes in a patient's level of care to payors and assure accurate payment.

II. POLICY:

The Utilization Review Department is responsible for the continuous financial coverage of all patients admitted to Alpas Wellness La Plata, by a systematic review and the abstracting of pertinent information in the medical record to justify treatment. The Utilization Review Department is responsible for communicating patient information to all insurance companies and/or their contractual agencies requiring pre-admission authorization and continued stay review.

III. DEFINITIONS:

Length of Stay (LOS) - the number of days a patient is expected to stay in a program based on each patient's specific medical, psychiatric, and psycho-social condition assessed at admission and during treatment.

Continued Stay Reviews - a process conducted by the Utilization Review Department at least every 7- 10 days, unless otherwise indicated, to assess the need for continued treatment, based on each patient's need and progress in treatment

IV. PROCEDURES

1. Information regarding patients admitted to the program is obtained from the Admission Department and the HealthCare Information System (HIS).
2. Within 72 hours from admission the Utilization Review Department will review the patient's admission record and insurance benefits.
3. The Utilization Review Department will enter the initial length of stay (LOS) into the HealthCare Information System based on the admitting diagnosis, pre-authorization information and insurance benefits.
4. The Utilization Reviewer will schedule a review for 2 to 3 days prior to the expiration of the last covered day.
5. The Utilization Review Department notifies the appropriate treatment team of the initial LOS and first scheduled review date.

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6. The Utilization Review Department will review all necessary clinical, medical and nursing information in the HIS to obtain information needed to conduct a continued stay review when necessary. Refer to Continued Stay Review Criteria policy for the criteria for reviews.
7. The Utilization Review Department conducts all continued stay reviews by initiating a phone call to the patient's insurance company or funding source.
8. The Utilization Review Department will provide all necessary clinical, medical and nursing information required to the patient's insurance company or funding source to justify continued stay. The Utilization Review Department will only provide information that is allowed by state and federal confidentiality laws.
9. After continued stay authorization has been obtained, the Utilization Review department updates the HealthCare Information System and notifies the treatment team of the next continued stay review date. This process continues until patient is ready for discharge.

Alpas Wellness La Plata LLC Policy and Procedure

Title: Continued Stay Criteria
Category: Clinical, Operations
Reference No: Draft

Policy No: 105

Effective Date:
Revision Date:

I. PURPOSE:

To establish a patient meets criteria before a continued stay review is conducted the inpatient program.

II. POLICY:

A patient is considered eligible for continued stay in an inpatient program when he/she/they meets the criteria in Section A (below), and also meets the conditions in at least one of the categories listed under Section B (below), for the respective levels of care..

III. PROCEDURES

A. Inpatient Detoxification Continued Stay

a. Section A

- i. Diagnosis of alcohol and/or drug dependence as per admission criteria .
May also be accompanied by a psychiatric diagnosis.

b. Section B

- i. Patient continues to exhibit acute alcohol/drug withdrawal symptoms requiring:
 1. Skilled Observation
 2. Aggressive Medication Management
 3. Therapeutic Milieu
 4. Therapeutic Supervision

B. Inpatient Rehabilitation Continued Stay

a. Section A

- i. Diagnosis of alcohol and/or drug dependence as per admission criteria.

b. Section B

- i. Patient recognizes the severity of the alcohol or drug problem but shows little to minimal insight and judgment on how to handle this problem.
- ii. Patient does not demonstrate behaviors that s/he has developed enough problem-solving skills necessary to cope with the problem. Psychiatric or medical complications that remain unstable requiring the need for aggressive medication management and one to one psychotherapy.

- c. The patient lacks the ability physically or emotionally to obtain treatment at a lower level of care.

ADDICTION SEVERITY INDEX (ASI) TRAINING AGENDA

DAY ONE

9:00 - 10:30

Purpose of Outcome/Evaluation Studies Introduction to the ASI/Use of the ASI

- Clinical Utility Intake/Assessment/Psychosocial Treatment Plan Development
- Research Purposes Descriptive Studies/Follow-up Studies Norms Development Severity Ratings vs. Composite Scores
- Strengths and Limitations Use with Special Populations Format

10:45 - 12:00

Introduction and General Coding Instructions for ASI

- ASI Introduction
- ASI General Information Section
- ASI Medical Status Section
- ASI Coding Exercise and Vignettes for General Information & Medical

12:00 Lunch

1:00 - 4:00

- ASI Employment/Support Section
- ASI Coding Exercise and Vignettes for Employment/Support Section
- ASI Drug & Alcohol Sections
- ASI Coding Exercise and Vignettes for Drug & Alcohol Sections

DAY TWO

9:00 - 10:30

Legal Section

- ASI Coding Exercise and Vignettes for Legal Section

10:45-12:00

Family History Section Family/Social Section

- ASI Coding Exercise and Vignettes for Family/Social Section

12:00 Lunch

1:00-2:00

Psychiatric Section

- ASI Coding Exercise and Vignettes for Psychiatric Section

2:15-3:30

Fifth Edition Article Role Play

3:30-4:00
Conclusion

MOTIVATIONAL INTERVIEWING TRAINING AGENDA

DAY ONE

8:00 – 8:30 AM

Welcome, Introductions, and Training Overview

- Pre-Test

8:30 - 10:00 AM

Introduction to Motivational Interviewing

- Definition, Spirit and Principles

10:00 – 10:15 AM Break

10:15 – 11:30 AM

Stages of Change

11:30 - 12:30 PM Lunch

12:30 – 2:30 PM

Fundamental Skills: Open-ended Questions, Affirmations, and Reflections

- Role-play exercises

2:30 – 2:45 PM Break

2:45 – 4:00 PM

Reflective Listening Role-play exercises

4:00 – 4:30 PM

Day One Recap and Conclusion

DAY TWO

8:00 – 8:30 AM

Review from Day One

8:30 - 10:00 AM

Identifying and Eliciting Change Talk

10:00 – 10:15 AM Break

10:15 – 12:00 AM

Change Talk – Role-play/Group Work

12:00 - 1:00 PM Lunch

1:00 – 3:15 PM

Handling Resistance Role-play exercises

3:00 – 3:15 PM Break

3:15 – 4:00 PM

Successful Implementation & Fidelity Measures

4:00 - 4:30 PM

Day Two Recap and Conclusions

- Post-Test & Training Evaluations

ONBOARDING TRAINING AGENDA

DAY ONE

- Mission and Philosophy
 - o Alpas Wellness History
 - o “The Why”

- Patient Rights
- Confidentiality
- Employee Personal Safety
 - o De-escalation techniques

- Alpas Wellness Code of Ethics

- HIPAA
 - o Notice of Health Information Practices

- Diversity/Cultural Awareness
- Incident Reporting
 - o Reporting System
 - o Patient or Employee Accident/Injury

- Patient Experience/Customer Service
 - o Patient Satisfaction measures
 - o Referral Satisfaction measures
 - o Effective Communication

DAY TWO

- Fire Safety & Prevention
 - o Fire Extinguisher Types and Use
 - o Fire Drills
 - o Facility Health and Safety Officers
 - Fire Safety Competency Measure

- Emergency Preparedness
 - o Natural Disasters (Severe Weather, Flood, Earthquakes, etc)
 - o Power Outage, Workplace Violence, Bomb Threat
 - o Evacuation Procedures

- Suicide Precautions
 - Suicide Risk Assessments

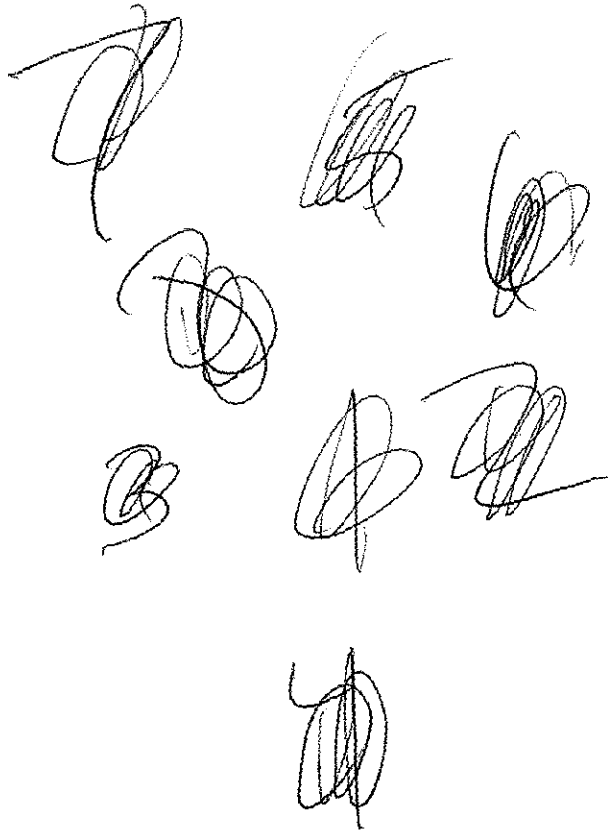
- Use of Hazardous Chemicals
 - Material Safety Data Sheets (MSDS)

- Infection Control, Communicable Diseases, Bloodborne Pathogens
 - Universal Precautions
 - Personal Protective Equipment (PPE)
 - Hand Washing and Sanitizing
 - HIV, Hepatitis B, C

Curriculum	Topic	Training Length	Description
Addiction Severity Index (ASI)	Assessment	16 Hours	Intensive training on the ASI with a focus on how to ask questions in a way that elicits the most valid data. Individual comprehensive assessment/biopsychosocial. Looks at 7 critical life areas: medical, employment/support, drug use, alcohol use, legal, family/social, and psychiatric. Includes most TEDS items. Training involves fidelity measures.
ASAM Placement Patient Criteria	Assessment	4 Hours	The American Society of Addiction Medicine Patient Placement Criteria 2R is the most widely used and comprehensive set of guidelines for placement, continued stay and discharge of patients with addiction disorders
Cognitive Behavioral Therapy	Techniques	16 Hours	Cognitive behavioral therapy (CBT) is a form of treatment that focuses on examining the relationships between thoughts, feelings and behaviors. By exploring patterns of thinking that lead to self-destructive actions and the beliefs that direct these thoughts, people with mental illness can modify their patterns of thinking to improve coping
Dialectical Behavior Therapy	Techniques	24 Hours	Dialectical behavior therapy (DBT) was invented by Marsha Linehan, a psychologist who modified traditional cognitive behavioral therapy (CBT) for the treatment of chronically suicidal and self-injurious individuals with borderline personality disorder (BPD). As part of the skills-based element of DBT, emphasis is often placed on the development of mindfulness practice and other relaxation techniques. Through this practice, an individual develops the ability to accept distressing thoughts without self-criticism and to tolerate self-destructive urges (e.g., the desire to cut oneself) without acting upon them. Deep breathing and progressive muscle relaxation are examples of specific mindfulness techniques
Helping Women Recover	Women-focused	16 Hours	Helping Women Recover (HWR) is a manualized, 17-session, gender-responsive curriculum for women with substance use disorders and co-occurring trauma histories. Topics include relationships, sexuality, and family of origin. Sessions run 90 minutes each
Motivational Interviewing	Techniques	16 Hours	Motivational Interviewing is a goal-oriented, client-centered counseling style for facilitating behavior change by helping clients to resolve ambivalence across a range of problematic behaviors. Usually delivered in individual sessions but can be applied in groups by experienced facilitator.
NIDA/TRI RoadMap (Relapse Prevention)	Relapse Prevention	4 Hours	Uses DVDs, worksheets, and other interactive materials to teach Relapse Prevention through coping with craving, making alternate plans, drug refusal skills and other activities.
Seeking Safety	Trauma-Informed	16 Hours	Seeking Safety has a minimal 3-session, basic safety oriented, manualized cognitive-behavioral therapy (CBT) curriculum for clients with a history of trauma and substance use disorders (SUDs). Each session is 60-90 minutes, delivered in group or individually or in group
TCU Building Social Networks	Recovery Support	2 Hours	A 3-topic curricula focused on Social Networks and Support groups in recovery as well as dealing with family members who use. Has worksheets specific to 12-Step groups and others.
TCU Getting Motivated to Change	Engagement and Motivation	3 Hours	Getting Motivated to Change includes 4 topics focused on exploring the meaning of motivation and ways in which clients can develop it and put it into action. It uses a strength-based perspective and encourages participants to identify goals on which they are willing to work. Sections of the manual include Motivation 101 Introduction, Art of Self-Motivation, Staying Motivated, and Making Motivation Second Nature. They can be administered over 4-8 sessions (60-90 minutes each).
TCU Mapping Enhanced Counseling System (Mappers Dozen)	Techniques	2 Hours	The basic and introductory evidence-based TCU mapping program includes the "Mappers Dozen" - 15 maps to be used in various sessions when appropriate (60-90 minutes each), focusing on Road Maps (getting here to there), Decisional Maps, Strength Maps, Planning Maps, Outcomes Maps and Relationship Maps.
TCU Mapping the Treatment Journey	Engagement and Motivation	2 Hours	Evidence-based TCU mapping program includes 8 sets of maps to be used over 8-16 sessions (60-90 minutes each), designed to explore important parts and enhance involvement in the treatment journey.

Curriculum	Topic	Training Length	Description
TCU Mapping Your 12 Steps	Recovery Support	2 Hours	Mapping Your 12 Steps is a great introduction to the 12 Step concepts, Traditions, the Serenity Prayer and how to apply this in recovery. Sessions include 12 Steps, 12 Traditions, the Serenity Prayer, and 10 Slogans delivered in 12 to 22 in 1- hour sessions depending upon the sessions selected
TCU Mapping Your Treatment Plan	Engagement and Motivation	2 Hours	Mapping Your Treatment Plan includes 3 topics with didactics and maps that could be spread out over 6-9 sessions, best delivered in the first month of treatment. The focus is on behaviors that led the client to treatment, the areas of life impacted, what they want to change and their goals and specific actions needed to make those changes
TCU Partners in Parenting	Family	8 Hours	Parents in Partnering is an evidence-based 8-sessions curricula designed for delivery in 2-hour groups over the course of 8 weeks. The focus is on concepts important for parenting effectiveness such as communication skills, guidance techniques, and positive discipline strategies. The emphasis is on building skills, providing support, and helping parents understand the needs and abilities of children during different stages of development.
TCU Straight Ahead: Transition Skills for Recovery	Relapse Prevention	6 Hours	Straight Ahead is a 10-topic, closed (sequential session) program. Can be done in 10 2-hour sessions or 20 1-hour sessions, ideally with 5-7 participants. It focuses on relapse prevention, allowing the client to establish his or her own support system for recovery maintenance
TCU Unlock Your Thinking, Open Your Mind	Recovery Support	3 Hours	Unlocking your thinking covers 3 topics areas (Feelings, Thoughts, and Mind Traps; Roadblocks to Healthy Thinking; and Thinking and Behavior Cycles) with didactics, worksheets, maps, and group discussion questions that can be divided into 3- 12 sessions. Participants are introduced to how to identify the difference between what they are feeling and thinking, how feeling-based distortions can get in the way of productive communications, common thinking patterns that lead to frustration, distortion, and avoidance of personal responsibility, and how the use of thinking errors (cognitive distortions) can interfere with healthy relationships
TCU/MATRIX Ideas for Better Communication	Recovery Support	2 Hours	Ideas for Better Communication is a solution-focused or strengths-based curricula covering four components: Communication Roadblocks, Repairing Relationships, Communication Styles, Communication Mapping. It can be delivered in 3-8 sessions ranging from 1 to 2 hours
TCU/MATRIX Understanding and Reducing Angry Feelings	Anger Management	2 Hours	Understanding and Reducing Angry Feelings teaches clients appropriate ways to manage anger so they are more capable of coping with the reality of their situation. It includes four group topics that can be done over 8-16 sessions, each lasting 45- 90 minutes. Topics include Understanding Anger, Anger & Relationships, Mapping, Emotions, Problems with People
TRI Open Doorways (12-Step Facilitation)	Recovery Support	4 Hours	The TRI Open Doorways Toolkit addresses 12-Step groups. The manualized groups curriculum covers the history of 12-step groups, common misconceptions and concerns for clients new to recovery support. The toolkit includes posters and easy to use handouts with step-by-step instructions

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Alpas Wellness La Plata LLC Policy and Procedure

Title: Detox Treatment Protocol
Category: Clinical, Operations
Reference No: Draft

Policy No: 106

Effective Date:

Revision Date:

I. PURPOSE:

To define the protocol for patients admitted for detoxification from drugs and alcohol.

II. POLICY:

All patients who have symptomatic withdrawal from drugs and alcohol are treated with a prescribed detoxification protocol related to the substance that was abused.

III. DEFINITIONS

Buprenorphine - A synthetic narcotic with both antagonist and agonist properties. It will be administered in its oral form, which is currently marketed as Subutex

Buprenorphine/Naloxone - This combination consists of buprenorphine as described above combined with naloxone, which is a pure opiate antagonist. This medication is marketed under the trade name of Suboxone. The purpose for this medication combination is to prevent unauthorized IV injection of the medication. If injected, the naloxone contained in the compound would produce an instant narcotic antagonist effect and the patient would feel significant levels of withdrawal. Taken orally, the naloxone component of this medication has no effect

IV. SCOPE and RESPONSIBILITY

The physician, physician assistant, or certified registered nurse practitioner/advanced practice nurse prescribes the medical detoxification protocol and the Nursing staff carries out these orders

V. PROCEDURES

1. Physician, physician assistant, or certified registered nurse practitioner/advanced practice nurse is to follow all protocols listed in this policy.
2. All protocols are to be ordered utilizing the Electronic Healthcare System
3. A thorough History and Physical Examination is to be completed on all patients upon admission. An attempt must be made to obtain a complete medical and addiction history from the patient, regardless of their state of intoxication or withdrawal. History from significant others should be

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obtained, if available. A thorough physical exam is mandatory in all cases except when a patient is combative.

4. Chemically dependent patients frequently present with known or unknown co-existing medical or psychiatric illnesses that need to be identified early in treatment. Simply assuming the patient's presenting clinical status is solely due to their current state of intoxication or withdrawal is unacceptable and may result in complications

A. Routine Lab Orders

1. CBC w/Differential
2. Complete Metabolic Profile
3. RPR
4. Urinalysis/Urine Drug Screen
5. ECG – if clinically indicated
6. Chest X-Ray – if clinically indicated - A chest x-ray should be obtained on all HIV patients and patients with a history of positive PPD
7. PPD - intermediate strength (Mantoux) - if negative in the past. A PPD is not necessary if a patient has written documentation of a negative PPD within one month of admission
8. Urine pregnancy test - on any woman of child bearing age and capacity
9. HIV testing – Will be completed if the patient agrees. A signed consent form must be completed by the nurse or the laboratory

B. Alcohol Detoxification

1. In cases No significant withdrawal symptomatology present - vital signs stable, no coarse tremors, no hallucinations, no history of seizures
 - i. Monitor vital signs q shift or more frequently if indicated
 - ii. When the patient presents in an intoxicated state, it is best to continue assessing until the patient has begun to demonstrate withdrawal symptomatology. During the initial phase of treatment, observe these patients closely for progressive obtundation and evolving coma
 - iii. Thiamine 50-100mg p.o. or IM
 - iv. Diazepam 5-10mg p.o. q 4-6h if indicated. Diazepam is not usually indicated when the patient is intoxicated but should be started if and when withdrawal

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symptoms appear. Since it is difficult to predict the degree of withdrawal symptomatology a patient will exhibit, consider a prn order initially. Once stabilized with benzodiazepines, a tapering dosage can be initiated with a prn benzodiazepine order for breakthrough withdrawal signs and symptoms. Chlordiazepoxide may also be used in place of diazepam. Lorazepam or oxazepam should be considered in the elderly patient or those patients with hepatic impairment. Short acting benzodiazepines should be tapered more slowly than the longer acting benzodiazepines to prevent a rebound in withdrawal symptoms and complications

v. Most texts do not recommend the routine use of phenytoin. However, consider phenytoin if the past history of seizures are not clearly withdrawal related or have occurred several weeks after cessation of alcohol intake. If patient has a positive seizure history that requires phenytoin, and the patient has been non-compliant, it is suggested to then give loading dose of 300mg p.o. stat, and repeat q 4h x 2. Then give 100mg p.o. tid-qid starting the following day. Check phenytoin level in 3-4 days. The loading dosage must be used with caution if the patient has liver or renal disease

vi. Provide B-Complex and/or multi-vitamins if clinically indicated

vii. Folic Acid, 1mg p.o. once daily if peripheral neuropathy is suspected

2. In cases where significant withdrawal symptomatology is present - elevated temperature, blood pressure and pulse, marked tremors of hands/tongue, confusion, agitation, hallucinations, diaphoresis, seizures, insomnia

i. Vital signs q 1/2h until stable

ii. Stat CBC, Lytes, FBS, BUN, Creatinine, Urinalysis

iii. Thiamine 100mg IM

iv. ECG

v. Diazepam 10-20mg p.o. q 1h prn until stable. Use lorazepam 1-2mg q 4-8h in older patients or in presence of marked hepatic impairment. If parenteral benzodiazepines are indicated, lorazepam may be given IM, whereas diazepam IM should be avoided due to erratic absorption. Lorazepam IM is probably the drug of choice in initial treatment of significantly advanced delirium tremens

vi. If patient's in acute delirium tremens the patient should be transferred to an acute care hospital or treatment

vii. If IV's are utilized, give Thiamine prior to administration of glucose

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viii. If pulse or blood pressure is persistently elevated, consider utilizing a beta-blocker if there are no pulmonary or cardiac contraindications. Atenolol 50mg once daily, a beta-1 selective blocker, appears to work well. Clonidine has also been utilized in alcohol withdrawal. However, there is no evidence indicating that these drugs will prevent seizures or DT's. In fact, use of the above such medications may mask impending withdrawal seizures or delirium tremens. Thus, these medications should be used cautiously

C. SEDATIVES DETOXIFICATION

1. Withdrawal signs present (tremulousness, anxiety, insomnia, anorexia, nausea and vomiting, tendon hyper-reflexia, diaphoresis, orthostatic hypotension, seizures, delirium)

i. If symptoms are mild, quantify addiction (amount used daily); then establish Phenobarbital equivalent from data below

a. Phenobarbital 30mg = amobarbital 100mg, pentobarbital 100mg, secobarbital 100mg, chloral hydrate 500mg, ethchlorvynal 350mg, glutethamide 250mg, meprobamate 400-600mg, methaqualone 250-300mg, butabarbital 60mg

b. In no case should the daily Phenobarbital dosage exceed 600mg/day

c. Once patient appears stabilized x2 days, decrease dose by 30mg/day

d. If patient appears intoxicated, secondary to Phenobarbital, (ataxia, slurred speech, nystagmus), then you may need to recalculate daily dose

e. Avoid daily decrease if withdrawal symptoms appear

ii. If symptoms moderate to severe, or level of addiction is unclear, may use Pentobarbital challenge technique:

- a.** Give 200mg Pentobarbital and examine patient in one hour
1. If patient is asleep, then tolerance is doubtful and there is a questionable need for detox
 2. If patient appears intoxicated (slurring of speech, nystagmus, ataxia), start with 125mg to 220mg of Phenobarbital/day
 3. If patient is comfortable (only fine nystagmus), start with 250mg of Phenobarbital/day
 4. If Pentobarbital has no effect or patient still appears to be in withdrawal, start with an increased dose. If using

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Phenobarbital in acute withdrawal, may want to give initial dose IM

- b. Once starting dose is determined, stabilize and then decrease daily and continue to monitor and assess.
- iii. If no withdrawal symptoms present, may want to use 200mg Pentobarbital challenge to establish addiction

D. BENZODIAZEPINES WITHDRAWAL

If patient is dependent upon benzodiazepines, he/she is easily detoxified with other benzodiazepines. Ideally, one should use a long acting benzodiazepine unless medical indications warrant a shorter acting benzodiazepine. If possible, it is best to use a different benzodiazepine than the patient's drug of choice. Phenobarbital may also be used for benzodiazepine withdrawal.

E. OPIATE DETOXIFICATION

Opiate detoxification may be accomplished by utilizing buprenorphine alone, clonidine alone, methadone alone, or a combination of medications. Below are protocols for opiate detoxification utilizing buprenorphine, clonidine alone and a methadone/clonidine combination. The protocol utilizing buprenorphine is the treatment of choice. However, there may be situations where Methadone or Clonidine alone may be best utilized or preferred by the patient. Before initiating detox protocols, it is imperative that we establish the presence of opiate dependence. This may be accomplished through historical information, physical findings, and Urine Drug Screen. The state of intoxication or withdrawal needs to be assessed. It is also important to identify any other coexisting drug or alcohol dependencies

1. BUPRENORPHINE PROTOCOL

- a. If the physician determines the presence of an opiate dependency, the option of utilizing buprenorphine for detoxification should be discussed with the patient.
- b. Should the patient agree to use buprenorphine, informed consent will be obtained
- c. The nurse will be responsible for observing the patient taking the sublingual tablet of buprenorphine and making sure it is dissolved
- d. Buprenorphine detoxification will proceed per the detoxification protocol
- e. Subutex will be the first choice for opiate detoxification
- f. Buprenorphine detoxification is not to be initiated until the patient is documented to have signs and symptoms of acute opiate withdrawal and/or a positive UDS
- g. Buprenorphine detoxification must not be initiated until at least 24 hours after the last dosage of methadone or 12 hours after the last dose of heroin/opiates

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- h. Benzodiazepines should be avoided as an adjunctive therapy during buprenorphine treatment. However, in cases where patients are in withdrawal from both opiates and benzodiazepines, benzodiazepines should be used with caution
- i. Suggested buprenorphine dosages follow:

High Dose – Buprenorphine tab Protocol (given 24+hours after last reported use)		
Day 1	8mg SL	administer Q daily, then
Day 2	6mg SL	administer Q daily, then
Day 3	6mg SL	administer Q daily, then
Day 4	4mg SL	administer Q daily, then
Day 5	4mg SL	administer Q daily, then
Day 6	2mg SL	administer Q daily, then
Day 7	2mg SL	administer Q daily, then
Day 8	2mg SL	administer Q daily, then d/c

Low Dose – Buprenorphine tab Protocol (given 24+hours after last reported use)		
Day 1	8mg SL	administer Q daily, then
Day 2	6mg SL	administer Q daily, then
Day 3	4mg SL	administer Q daily, then
Day 4	2mg SL	administer Q daily, then
Day 5	2mg SL	administer Q daily, then d/c

2. METHADONE PROTOCOL

- a. The maximum dose of methadone utilized will be 20mg. It will be tapered by 5mg per day. The methadone can be administered in a single daily dose, or the dosage can be administered in two doses
- b. The admitting physician will determine the proper dosage level for a patient. If the admitting physician determining the initial dose is not the attending physician who conducted the History and Physical examination, the attending physician shall consult with the admitting physician who performed the examination before determining the patient's initial dose and schedule
- c. Methadone shall be administered or dispensed in oral form only and shall observed
- d. For patients coming from a methadone maintenance program, they will be advised that they should be tapered down to 20mg before being admitted to our inpatient detoxification program. However, patients not tapered down to 20mg methadone may be considered on a case-by-case basis, with the knowledge that their daily dose of methadone will not exceed 20mg
- e. The patient will be made aware of his/her dosage schedule of methadone and how it is to be tapered. The patient must also

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understand that we will not waiver from this protocol unless the patient refuses the methadone, or the patient is experiencing adverse affects secondary to the methadone. The patient will be advised in the case of emesis, the dosage will not be re-administered and thus the patient should be advised to request an anti-emetic prior to his/her dose of methadone if nausea is present. Methadone should not be initiated until the patient starts to demonstrate signs and symptoms of opiate withdrawal. Do not administer methadone to an intoxicated patient.

- f. Specific Orders:
 - i. Methadone 20mg p.o. daily in single or split dose that decreases by 5mg per day
 - ii. Clonidine - As the methadone is decreased, clonidine may be added. A test dose of 0.1mg may be given, and if tolerated, 0.2mg q 4-6h may be utilized. Hold clonidine if blood pressure is less than 90mmHg systolic or 60mmHg diastolic. A Catapres-TTS 1 or 2 may be used in place of, or along with, p.o. clonidine
 - iii. Tigan 250mg p.o. q 6h prn or 200 IM q 6h prn for nausea and vomiting
 - iv. Bentyl 20mg q 4-6h prn for abdominal cramps
 - v. Dalmane or Restoril 15-30mg hs prn
 - vi. Motrin 600mg q 4h prn / Acetaminophen 650 mg q 6h prn
 - vii. Vistaril 25-50mg q 4h p.o. or IM prn for agitation
 - viii. MVI daily
 - ix. Benzodiazepines may be utilized, but avoid using large dosages in patients nearing completion of the detoxification program

3. CLONIDINE PROTOCOL

- a. Clonidine - Give test dose of 0.1mg, then watch blood pressure. If patient's blood pressure is stable in four hours, may give 0.1-0.2mg p.o. q 4-6h prn or routine. BP checks prior to each dose. Hold clonidine if systolic BP is less than 90-100mmHg, or diastolic BP is less than 60mmHg. However, these are general guidelines. In someone with an elevated blood pressure, you may want to hold the limit somewhat higher and in someone who presents with a low base line blood pressure, the cut-off points could be somewhat lower. Use clonidine with caution if other anti-hypertensive medications or medicines with potentially hypotensive side effects are used concurrently
- b. Transdermal clonidine (Catapres-TTS) may be utilized for opiate withdrawal. It is best used after the patient has been stabilized with p.o. clonidine and the withdrawal symptoms are beginning to abate.

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Always advise the patient of the rationale behind the use of clonidine and the side effects, primarily orthostatic hypertension

- c. A benzodiazepine, such as diazepam or oxazepam may be utilized. The dosage will vary from patient to patient, and needs to be titrated as clinical needs indicate
 - i. Trimethobenzamide (Tigan) 250mg p.o. q 6h prn (or 200mg IM q 6h prn) for nausea and vomiting
 - ii. Dicyclomine (Bentyl) 20mg p.o. q 4-6h prn for abdominal cramps
 - iii. Temazepam (Restoril) 15-30mg p.o. hs prn or flurazepam (Delmane) p.o. hs prn x3- 5 nights
 - iv. Ibuprofen 400-600mg p.o. q 4-6h prn for arthralgia or myalgia
 - v. Vitamin supplementation
 - vi. Hydroxyzine pamate 25-50mg p.o. q 4-6h prn for agitation; often appears to be helpful in reducing much of the subjective withdrawal symptomatology of the patient
- d. If the patient is acutely intoxicated, do not initiate treatment until specified withdrawal symptoms begin to emerge

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Title: Nursing Detoxification Protocol

Category: Clinical, Operations

Reference No: Draft

Policy No: 107

Effective Date:

Revision Date:

I. PURPOSE:

To formalize a set of questions administered at specific intervals and assure that the nursing staff will have frequent individualized interactions with the patient. Frequent intervention with the patient provides reassurance and emotional support during the period when s/he is apprehensive and experiencing both physical and emotional discomfort. Frequent discussions also begin an early teaching process regarding primary symptoms of the disease process. Without the formalized questions, symptoms such as visual or auditory disturbances may go undetected until the progress to an advanced state. Observations relating to the patient's orientation and thought processes may give an early indication of other organic issues or psychosis.

II. POLICY:

Nursing will follow Detoxification Procedures for all patients to ensure quality care and patient safety and compliance with all State and Federal Regulations. The detoxification process is based on medical protocol and is monitored by Medical Staff. All medical orders are from physicians/physicians assistant and/or a CRNP. Detoxification services are provided by qualified medical and nursing staff at all times, 24 hours, 7 days a week.

III. PROCEDURES

1. The objectives of following the detoxification procedure is:
 - a. To frequently monitor the patient's status during withdrawal period at regular intervals
 - b. To assure appropriate and effective nursing intervention with the patient
 - c. To assign a numerical value to an evaluation of withdrawal, which may indicate progress or deterioration in patient status
 - d. To focus nursing attention on each area of withdrawal symptoms and to assure consistency in evaluation of patient status
 - e. To begin early patient educational regarding primary symptoms of the disease process to assist in self diagnosis
2. Prior to detoxification protocol, patient undergoes a Nursing Assessment as part of Multidisciplinary Assessment. This includes patient's medical history, health screening and assessment by a physician/physician assistant or CRNP for medication orders
3. The detoxification assessment is utilized by the nurse as a tool to evaluate the patient's level of withdrawal from any chemical substance. The assessment is administered at regular intervals which correlate to the severity of the patient's physical withdrawal from chemical substances.

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- 4.** The patient is asked a set of questions relating to a variety of symptoms, which may include: gastrointestinal, tactile, visual, auditor disturbances, etc. Numbers are recorded in a column on the Assessment Sheet. The numbers are then totaled and thus provide a numerical basis for determining the status and progress of the patient
- 5.** The Detoxification Assessment must be completed by a RN or LPN. Assessment includes obtaining vital signs – pulse, temperature and respiration. This is face to face contact with the patient. The patient’s vital signs and physiological responses are recorded at the time of the assessment
- 6.** Nursing Care Plan is completed by nurse and reviewed with patient. This is part of the education process of detoxification protocol with patients. The plan is reviewed continually as patients follow through with detox process
- 7.** The Detoxification Assessment is to be used routinely on all patients admitted for detoxification from any substance
- 8.** The assessment is conducted a minimum of every 4 hours and a maximum of every 8 hours while the patient is experiencing acute withdrawal symptoms (i.e. a D/A score >8). The nurse may increase the frequency of the assessment according to patient’s needs
- 9.** Once the acute withdrawal symptoms have subsided, the administration of the assessment may be changed or increased to every 6 hours
- 10.** As part of assessment procedure, any symptoms of medical distress shall be documented addressed with the physician/physician assistant or CRNP and progress shall be noted
- 11.** The detoxification assessment may be discontinued when no sedative medications have been used in four consecutive assessments. Nurse must contact the physican/physican assistant or CRNP to receive an order to advance the patient to rehab. The phsycian/physician assistant or CRNP must review the patient’s physical status prior writing the order to advance to rehab status
- 12.** Once the order is written, all detoxification medications are discontinued. Once patient is advanced from detox to rehab status, patients are considered for inpatient rehab or aftercare outside the facility where deemed appropriate for the Treatment Team. The patient’s primary counselor is responsible for aftercare arrangements and for providing information regarding importance of further treatment past detoxification
- 13.** When the physician orders a specific frequency for detoxification assessments, a physician’s/CRNP order is required to reduce or discontinue the frequency\

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14. Scoring the assessment:
 - a. Following the patient's response to the designated questions, the nurse will enter the appropriate score on the assessment. See scoring sheets in HER for scoring appropriately
 - b. Add the scores and enter total score on line entitled "Total"
 - c. Enter medications given to the patient for detoxification regimen on the detoxification medications section of the assessment
 - d. No schedule II, III, or IV medications may be given for a detoxification score of less than eight
 - e. The nurse must reassess the patient within one hour following administration of medication. The nurse will assess the patient's response to medication, determine the need for additional medication and document same
15. Detoxification Protocols - Appropriate Detoxification Protocol is determined by physician/physician assistant/CRNP based on the assessment and drug and alcohol use
 - a. Patients protocols will be determined utilizing a combination of the following factors:
 - i. History of prior difficult withdrawal, including: DT's, severe shakes, hallucinations, seizures
 - ii. History of long-term, heavy drinking or drug use
 - iii. Clinical presentation of patient at the time of admission – assessment of physical appearance – flushing, tremulousness, anxiety, and agitation – and vital signs
 - iv. History of prior AMA
 - v. BAL greater the .25 on admission
 - b. Medications:
 - i. Buprenorphine – as prescribed per protocols
 - ii. Phenobarbital – as prescribed
 - iii. Serax - as prescribed
 - iv. Thiamine – as prescribed
 - v. Phenergan - as prescribed
 - vi. Robaxin – as prescribed
 - vii. Motrin – as prescribed
 - viii. Bentyl – as prescribed
 - ix. Trazadone – as prescribed
 - x. Catapres – as prescribed
 - xi. Multivitamins - as prescribed
 - xii. Tylenol - as prescribed
 - xiii. Amphogel - as prescribed
 - xiv. Vistoril - as prescribed
 - xv. Folate - as prescribed
 - xvi. Pepto Bismol – as prescribed
 - xvii. Klonopin – as prescribed
 - xviii. Robitussin – as prescribed
 - xix. Claritin – as prescribed
 - xx. Mucinex – as prescribed

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- xxi. Milk of Mag – as prescribed
- xxii. Fluids are encouraged
- c. Detoxification will usually be completed in 3 – 5 days but may be prolonged based on the severity of the symptoms
- d. Detoxification protocol for opiate addicts is decided by Medical Staff
- e. Catapres is used to control the cramping, diarrhea, bone, aches, rhinorrhea, muscle spasms, etc or opiate withdrawal. It will not affect the restlessness, anxiety, or sleeplessness of opiate withdrawal. Phenobarbital and/or Serax are used to address these symptoms. Although the two drugs have a synergistic effect on lowering blood pressure and causing drowsiness, they are safe to administer simultaneously, the blood pressure being the limiting factor
- f. Patients may appear to be drug seeking. This is a symptom of withdrawal and should be addresses appropriately

A. Routine Lab Orders

1. CBC w/Differential
2. Complete Metabolic Profile
3. RPR
4. Urinalysis/Urine Drug Screen
5. ECG – if clinically indicated
6. Chest X-Ray – if clinically indicated - A chest x-ray should be obtained on all HIV patients and patients with a history of positive PPD
7. PPD - intermediate strength (Mantoux) - if negative in the past. A PPD is not necessary if a patient has written documentation of a negative PPD within one month of admission
8. Urine pregnancy test - on any woman of child bearing age and capacity
9. HIV testing – Will be completed if the patient agrees. A signed consent form must be completed by the nurse or the laboratory

B. Alcohol Detoxification

1. In cases No significant withdrawal symptomatology present - vital signs stable, no coarse tremors, no hallucinations, no history of seizures
 - i. Monitor vital signs q shift or more frequently if indicated
 - ii. When the patient presents in an intoxicated state, it is best to continue assessing until the patient has begun to demonstrate withdrawal

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symptomatology. During the initial phase of treatment, observe these patients closely for progressive obtundation and evolving coma

iii. Thiamine 50-100mg p.o. or IM

iv. Diazepam 5-10mg p.o. q 4-6h if indicated. Diazepam is not usually indicated when the patient is intoxicated but should be started if and when withdrawal symptoms appear. Since it is difficult to predict the degree of withdrawal symptomatology a patient will exhibit, consider a prn order initially. Once stabilized with benzodiazepines, a tapering dosage can be initiated with a prn benzodiazepine order for breakthrough withdrawal signs and symptoms. Chlordiazepoxide may also be used in place of diazepam. Lorazepam or oxazepam should be considered in the elderly patient or those patients with hepatic impairment. Short acting benzodiazepines should be tapered more slowly than the longer acting benzodiazepines to prevent a rebound in withdrawal symptoms and complications

v. Most texts do not recommend the routine use of phenytoin. However, consider phenytoin if the past history of seizures are not clearly withdrawal related or have occurred several weeks after cessation of alcohol intake. If patient has a positive seizure history that requires phenytoin, and the patient has been non-compliant, it is suggested to then give loading dose of 300mg p.o. stat, and repeat q 4h x 2. Then give 100mg p.o. tid-qid starting the following day. Check phenytoin level in 3-4 days. The loading dosage must be used with caution if the patient has liver or renal disease

vi. Provide B-Complex and/or multi-vitamins if clinically indicated

vii. Folic Acid, 1mg p.o. once daily if peripheral neuropathy is suspected

2. In cases where significant withdrawal symptomatology is present - elevated temperature, blood pressure and pulse, marked tremors of hands/tongue, confusion, agitation, hallucinations, diaphoresis, seizures, insomnia

i. Vital signs q 1/2h until stable

ii. Stat CBC, Lytes, FBS, BUN, Creatinine, Urinalysis

iii. Thiamine 100mg IM

iv. ECG

v. Diazepam 10-20mg p.o. q 1h prn until stable. Use lorazepam 1-2mg q 4-8h in older patients or in presence of marked hepatic impairment. If parenteral benzodiazepines are indicated, lorazepam may be given IM, whereas diazepam

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IM should be avoided due to erratic absorption. Lorazepam IM is probably the drug of choice in initial treatment of significantly advanced delirium tremens

vi. If patient's in acute delirium tremens the patient should be transferred to an acute care hospital or treatment

vii. If IV's are utilized, give Thiamine prior to administration of glucose

viii. If pulse or blood pressure is persistently elevated, consider utilizing a beta-blocker if there are no pulmonary or cardiac contraindications. Atenolol 50mg once daily, a beta-1 selective blocker, appears to work well. Clonidine has also been utilized in alcohol withdrawal. However, there is no evidence indicating that these drugs will prevent seizures or DT's. In fact, use of the above such medications may mask impending withdrawal seizures or delirium tremens. Thus, these medications should be used cautiously

C. SEDATIVES DETOXIFICATION

1. Withdrawal signs present (tremulousness, anxiety, insomnia, anorexia, nausea and vomiting, tendon hyper-reflexia, diaphoresis, orthostatic hypotension, seizures, delirium)

i. If symptoms are mild, quantify addiction (amount used daily); then establish Phenobarbital equivalent from data below

a. Phenobarbital 30mg = amobarbital 100mg, pentobarbital 100mg, secobarbital 100mg, chloral hydrate 500mg, ethchlorvynal 350mg, glutenthamide 250mg, meprobamate 400-600mg, methaqualone 250-300mg, butabarbital 60mg

b. In no case should the daily Phenobarbital dosage exceed 600mg/day

c. Once patient appears stabilized x2 days, decrease dose by 30mg/day

d. If patient appears intoxicated, secondary to Phenobarbital, (ataxia, slurred speech, nystagmus), then you may need to recalculate daily dose

e. Avoid daily decrease if withdrawal symptoms appear

ii. If symptoms moderate to severe, or level of addiction is unclear, may use Pentobarbital challenge technique:

a. Give 200mg Pentobarbital and examine patient in one hour

1. If patient is asleep, then tolerance is doubtful and there is a questionable need for detox

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2. If patient appears intoxicated (slurring of speech, nystagmus, ataxia), start with 125mg to 220mg of Phenobarbital/day
 3. If patient is comfortable (only fine nystagmus), start with 250mg of Phenobarbital/day
 4. If Pentobarbital has no effect or patient still appears to be in withdrawal, start with an increased dose. If using Phenobarbital in acute withdrawal, may want to give initial dose IM
- b. Once starting dose is determined, stabilize and then decrease daily and continue to monitor and assess.
- iii. If no withdrawal symptoms present, may want to use 200mg Pentobarbital challenge to establish addiction

D. BENZODIAZEPINES WITHDRAWAL

If patient is dependent upon benzodiazepines, he/she is easily detoxified with other benzodiazepines. Ideally, one should use a long acting benzodiazepine unless medical indications warrant a shorter acting benzodiazepine. If possible, it is best to use a different benzodiazepine than the patient's drug of choice. Phenobarbital may also be used for benzodiazepine withdrawal.

E. OPIATE DETOXIFICATION

Opiate detoxification may be accomplished by utilizing buprenorphine alone, clonidine alone, methadone alone, or a combination of medications. Below are protocols for opiate detoxification utilizing buprenorphine, clonidine alone and a methadone/clonidine combination. The protocol utilizing buprenorphine is the treatment of choice. However, there may be situations where Methadone or Clonidine alone may be best utilized or preferred by the patient. Before initiating detox protocols, it is imperative that we establish the presence of opiate dependence. This may be accomplished through historical information, physical findings, and Urine Drug Screen. The state of intoxication or withdrawal needs to be assessed. It is also important to identify any other coexisting drug or alcohol dependencies

1. BUPRENORPHINE PROTOCOL

- a. If the physician determines the presence of an opiate dependency, the option of utilizing buprenorphine for detoxification should be discussed with the patient.
- b. Should the patient agree to use buprenorphine, informed consent will be obtained
- c. The nurse will be responsible for observing the patient taking the sublingual tablet of buprenorphine and making sure it is dissolved
- d. Buprenorphine detoxification will proceed per the detoxification protocol
- e. Subutex will be the first choice for opiate detoxification

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- f. Buprenorphine detoxification is not to be initiated until the patient is documented to have signs and symptoms of acute opiate withdrawal and/or a positive UDS
- g. Buprenorphine detoxification must not be initiated until at least 24 hours after the last dosage of methadone or 12 hours after the last dose of heroin/opiates
- h. Benzodiazepines should be avoided as an adjunctive therapy during buprenorphine treatment. However, in cases where patients are in withdrawal from both opiates and benzodiazepines, benzodiazepines should be used with caution
- i. Suggested buprenorphine dosages follow:

High Dose – Buprenorphine tab Protocol (given 24+hours after last reported use)		
Day 1	8mg SL	administer Q daily, then
Day 2	6mg SL	administer Q daily, then
Day 3	6mg SL	administer Q daily, then
Day 4	4mg SL	administer Q daily, then
Day 5	4mg SL	administer Q daily, then
Day 6	2mg SL	administer Q daily, then
Day 7	2mg SL	administer Q daily, then
Day 8	2mg SL	administer Q daily, then d/c

Low Dose – Buprenorphine tab Protocol (given 24+hours after last reported use)		
Day 1	8mg SL	administer Q daily, then
Day 2	6mg SL	administer Q daily, then
Day 3	4mg SL	administer Q daily, then
Day 4	2mg SL	administer Q daily, then
Day 5	2mg SL	administer Q daily, then d/c

2. METHADONE PROTOCOL

- a. The maximum dose of methadone utilized will be 20mg. It will be tapered by 5mg per day. The methadone can be administered in a single daily dose, or the dosage can be administered in two doses
- b. The admitting physician will determine the proper dosage level for a patient. If the admitting physician determining the initial dose is not the attending physician who conducted the History and Physical examination, the attending physician shall consult with the admitting physician who performed the examination before determining the patient's initial dose and schedule
- c. Methadone shall be administered or dispensed in oral form only and shall be observed
- d. For patients coming from a methadone maintenance program, they will be advised that they should be tapered down to 20mg before being

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admitted to our inpatient detoxification program. However, patients not tapered down to 20mg methadone may be considered on a case-by-case basis, with the knowledge that their daily dose of methadone will not exceed 20mg

- e. The patient will be made aware of his/her dosage schedule of methadone and how it is to be tapered. The patient must also understand that we will not waiver from this protocol unless the patient refuses the methadone, or the patient is experiencing adverse affects secondary to the methadone. The patient will be advised in the case of emesis, the dosage will not be re-administered and thus the patient should be advised to request an anti-emetic prior to his/her dose of methadone if nausea is present. Methadone should not be initiated until the patient starts to demonstrate signs and symptoms of opiate withdrawal. Do not administer methadone to an intoxicated patient.
- f. Specific Orders:
 - i. Methadone 20mg p.o. daily in single or split dose that decreases by 5mg per day
 - ii. Clonidine - As the methadone is decreased, clonidine may be added. A test dose of 0.1mg may be given, and if tolerated, 0.2mg q 4-6h may be utilized. Hold clonidine if blood pressure is less than 90mmHg systolic or 60mmHg diastolic. A Catapres-TTS 1 or 2 may be used in place of, or along with, p.o. clonidine
 - iii. Tigan 250mg p.o. q 6h prn or 200 IM q 6h prn for nausea and vomiting
 - iv. Bentyl 20mg q 4-6h prn for abdominal cramps
 - v. Dalmane or Restoril 15-30mg hs prn
 - vi. Motrin 600mg q 4h prn / Acetaminophen 650 mg q 6h prn
 - vii. Vistaril 25-50mg q 4h p.o. or IM prn for agitation
 - viii. MVI daily
 - ix. Benzodiazepines may be utilized, but avoid using large dosages in patients nearing completion of the detoxification program

3. CLONIDINE PROTOCOL

- a. Clonidine - Give test dose of 0.1mg, then watch blood pressure. If patient's blood pressure is stable in four hours, may give 0.1-0.2mg p.o. q 4-6h prn or routine. BP checks prior to each dose. Hold clonidine if systolic BP is less than 90-100mmHg, or diastolic BP is less than 60mmHg. However, these are general guidelines. In someone with an elevated blood pressure, you may want to hold the limit somewhat higher and in someone who presents with a low base line blood pressure, the cut-off points could be somewhat lower. Use clonidine with caution if other anti-hypertensive medications or

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medicines with potentially hypotensive side effects are used concurrently

- b. Transdermal clonidine (Catapres-TTS) may be utilized for opiate withdrawal. It is best used after the patient has been stabilized with p.o. clonidine and the withdrawal symptoms are beginning to abate. Always advise the patient of the rationale behind the use of clonidine and the side effects, primarily orthostatic hypertension
- c. A benzodiazepine, such as diazepam or oxazepam may be utilized. The dosage will vary from patient to patient, and needs to be titrated as clinical needs indicate
 - i. Trimethobenzamide (Tigan) 250mg p.o. q 6h prn (or 200mg IM q 6h prn) for nausea and vomiting
 - ii. Dicyclomine (Bentyl) 20mg p.o. q 4-6h prn for abdominal cramps
 - iii. Temazepam (Restoril) 15-30mg p.o. hs prn or flurazepam (Delmane) p.o. hs prn x3- 5 nights
 - iv. Ibuprofen 400-600mg p.o. q 4-6h prn for arthralgia or myalgia
 - v. Vitamin supplementation
 - vi. Hydroxyzine pamate 25-50mg p.o. q 4-6h prn for agitation; often appears to be helpful in reducing much of the subjective withdrawal symptomatology of the patient
- d. If the patient is acutely intoxicated, do not initiate treatment until specified withdrawal symptoms begin to emerge

Alpas Wellness La Plata LLC Policy and Procedure

Title: Detox Assessment - Alcohol
Category: Clinical
Reference No: Draft

Policy No: 108

Effective Date:
Revision Date:

I. PURPOSE:

To provide quality care and safe detox protocol to all patients.

II. POLICY:

Nursing staff shall follow the Clinical Institute Withdrawal Assessment (CIWA) for detox assessments for patients.

III. PROCEDURES

1. The nurse will utilize the Clinical Institute Withdrawal Assessment (CIWA) to assess patients and document the results of the assessment in the patient record
2. Nurses will obtain
 - a. Temperature no scoring
 - b. Blood Pressure no scoring
 - c. Respirations no scoring
3. Nurses will obtain pulse
 - a. 0-80 0
 - b. 81-100 1
 - c. 101-120 2
 - d. Above 120 4
4. Nurses will score for Eating Disturbance
 - a. Able to eat no nausea 0
 - b. At some and/or some nausea and vomiting 3-4
 - c. Not able to eat/severe nausea and vomiting 7
5. Nurses will score for tremor
 - a. No tremor 0
 - b. Tremor not visible but palpable 1
 - c. Moderate degree of visible tremor with arms extended 2
 - d. Severe tremor even when arms not extended 4

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6. Nurses will score for paroxysmal sweats
 - a. No sweating visible 0
 - b. Mild sweating/moist palms 1
 - c. Beads of sweat obvious on forehead 4
 - d. Drenching sweats 7

7. Nurses will score for anxiety and agitation
 - a. No anxiety, at east 0
 - b. Moderate anxiety, fidgety or restless 4
 - c. Pacing, near panic degree of anxiety 7

8. Nurses will score for hallucinations
 - a. No auditory, tactile or visual hallucinations 0
 - b. Mild auditory hallucinations 1
 - c. Moderately severe AH, VH, or TH 4
 - d. Grossly psychotic with constant hallucinations 7

9. Nurses will score for Orientation and clouding of sensory
 - a. Oriented x3 with no clouding 0
 - b. Uncertain of exact day or date but sensory/cognition intact 1
 - c. Disoriented to date by no more than 2 calendar days 2
 - d. Disoriented to date by more than 2 days and/or mild confusion 3
 - e. Moderately confused and also disoriented to place and/or person 4

No medication shall be given for detox scores that are less than 10

Alpas Wellness La Plata LLC Policy and Procedure

Title: Detox Assessment - Opiates
Category: Clinical
Reference No: Draft

Policy No: 109

Effective Date:
Revision Date:

I. PURPOSE:

To provide quality care and safe detox protocol to all patients.

II. POLICY:

Nursing staff shall follow the scale listed below when making detox assessments for patients.

III. PROCEDURES

1. The nurse will utilize the Clinical Opiate Withdrawal Scale (COWS) to assess patients and document the results of the assessment in the patient record

2. Nurses will obtain
 - a. Temperature no scoring
 - b. Blood Pressure no scoring
 - c. Respirations no scoring

3. Nurses will obtain pulse
 - a. 0-80 0
 - b. 81-100 1
 - c. 101-120 2
 - d. Above 120 4

4. Nurses will score for tremor
 - a. No tremor 0
 - b. Tremor not visible but palpable 1
 - c. Slight tremor 2
 - d. Gross tremors 4

5. Nurses will score for paroxysmal sweats
 - a. No sweating visible 0
 - b. Subjective sweats 1
 - c. Flushing of face 3
 - d. Beads of sweat on face 4

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6. Nurses will score for anxiety and agitation
 - a. No anxiety, at ease 0
 - b. Moderate anxiety, fidgety or restless 1
 - c. Obviously irritable 2
 - d. Irritability and anxiety to the point of unable to sit still 4

7. Nurses will score for hallucinations
 - a. No auditory, tactile or visual hallucinations 0
 - b. Mild auditory hallucinations 1
 - c. Moderately severe AH, VH, or TH 4

8. Nurse will score for GI disturbance
 - a. None 0
 - b. Stomach cramping 1
 - c. Nausea/loose stool 2
 - d. Vomit/diarrhea 3
 - e. Multiple episodes of N/V 5

9. Nurse will score for muscle spasms/bone aches
 - a. None 0
 - b. Mild 1
 - c. Intermittent/Moderate 2
 - d. Severe 4

10. Nurses will score for piloerection and pupillary dilation
 - a. None 0
 - b. Mild 2
 - c. Moderate 4
 - d. Severe "turkey skin" or "bug eye" 7

11. Nurses will score for Orientation and clouding of sensory
 - a. Oriented x3 with no clouding 0
 - b. Uncertain of exact day or date but sensory/cognition intact 1
 - c. Disoriented to date by no more than 2 calendar days 2
 - d. Disoriented to date by more than 2 days and/or mild confusion 3
 - e. Moderately confused and also disoriented to place and/or person 4

No medication shall be given for detox scores that are less than 8

Alpas Wellness La Plata LLC Policy and Procedure

Title: Detox Withdrawal Symptomology
Category: Clinical
Reference No: Draft

Policy No: 110

Effective Date:
Revision Date:

I. PURPOSE:

To provide guidelines for Detox staff in describing withdrawal symptomatology in the nursing notes and progress notes.

II. SCOPE AND RESPONSIBILITY:

The admitting physician, physician assistant, or certified registered nurse practitioner/advance practice nurse will evaluate the level of withdrawal or intoxication a patient is experiencing

III. POLICY:

1. Mild, moderate and severe may be utilized to collectively describe withdrawal signs and symptoms providing the following criteria are used:
 - a. alcohol – mild withdrawal will include no more than a fine tremor and anxiety. The vital signs are stable
 - b. opiates– mild withdrawal would include some dilation of the pupils, rhinorea, and yawning. The patient would complain of malaise and generalized discomfort and would be irritable
 - c. sedatives – mild withdrawal should suggest no more than reported anxiety and some restlessness
 - d. stimulants – mild withdrawal would include fatigue and some irritability

2. Moderate Withdrawal – signs/symptoms may be utilized to describe this withdrawal state if the following criteria are met:
 - a. Alcohol – vital signs will indicate increase in blood pressure and/or pulse. Some nausea and vomiting, tendon hyperreflexia and diaphoresis may be present. A coarse tremor will be present. However, no seizures or hallucinations are reported or observed.
 - b. opiates – positive for mydriasis, lacrimation, increased bowel sounds and piloerection. Symptomatically, the patient would report some nausea, vomiting, general myalgia, arthralgia and anxiety. Marked irritability is present
 - c. sedatives – moderate withdrawal would include tremulousness, insomnia, anorexia, nausea, vomiting, tendon hyperreflexia, diaphoresis and orthostatic hypertension
 - d. stimulants – positive for significant fatigue, hypersomnia, and irritability

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3. Severe Withdrawal – signs/symptoms may be utilized to describe this withdrawal state if the following criteria are met:
 - a. alcohol – positive for active hallucinations and confusion. Seizures appear imminent. The vital signs will be elevated and the patient will be grossly tremulous. The temperature may be elevated as well
 - b. opiates – persistent nausea and vomiting is present. The patient complains of marked myalgia, arthralgia and anxiety. The physical signs of moderate withdrawal are present as well. Tachycardia and hypertension may also be observed
 - c. sedatives – the physical signs of moderate withdrawal are present. However, at this point the patient may be reporting hallucinosis and impending delirium. Seizures may be observed
 - d. stimulants – marked rebound fatigue may be present. The patient reports depression and perhaps suicidal ideation

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Title: Infection Control
Category: Clinical, Operations
Reference No: Draft

Policy No: 111

Effective Date:
Revision Date:

I. PURPOSE:

In order to achieve an infection-free environment, Alpas Wellness La Plata has established a Safety and Infection Control Committee (SIC) and the following policies.

II. DEFINITIONS:

Standard Precautions (formerly known as Universal precautions) - an infection control strategy designed to reduce the risk of transmission of microorganisms from both recognized and unrecognized sources of infection. Standard Precautions synthesize the major features of Universal (Blood and Body Fluid) Precautions (designed to reduce the risk of transmission of bloodborne pathogens) and Body Substance Isolation (designed to reduce the risk of transmission of pathogens from moist body substances) and applies them to all patients regardless of their diagnosis or presumed infection status. Standard Precautions apply to (1) blood, (2) all body fluids, secretions and excretions except sweat, regardless of whether they contain visible blood, (3) non-intact skin, and (4) mucous membranes

Transmission-based Precautions - used in addition to Standard Precautions for patients known or suspected to be infected by epidemiologically important pathogens spread by airborne or droplet transmission or by contact with dry skin or contaminated surfaces. They include (1) Airborne, (2) Droplet and (3) Contact Precautions. Refer to policy 9000.008 - Isolation Precautions: Transmission Based

III. POLICY:

Alpas Wellness La Plata desires to keep the facility as free of infection as is possible

IV. PROCEDURE:

- A. Standard Precautions – Alpas Wellness La Plata follows the most current guidelines of the Centers for Disease Control and Prevention (CDC) for prevention of disease transmission, modified as needed for the unique needs of the organization. Standard Precautions are used for all patients
 - a. The procedures detailed below were developed utilizing the 2007 CDC publication Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings. A link to the complete document can be found on the Intranet.
(<http://www.cdc.gov/hicpac/pdf/isolation/Isolation2007.pdf>.)
 - b. Standard Precautions are used for the care of all patients. Standard Precautions apply to (1) blood, (2) all body fluids, secretions and excretions except sweat,

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regardless of whether they contain visible blood, (3) non-intact skin, and (4) mucous membranes

c. Handwashing

- i. The Centers for Disease Control has determined that hand washing is the single most important means of preventing the spread of infection. The practice of hand washing as an effective means for preventing infection rests on its ability to remove most transient organisms acquired by contamination of the hands. Decontamination of the hands is absolutely essential for prevention and control of nosocomial infection
- ii. Correct hand washing includes the following steps:
 1. Wet hands
 2. Apply liquid soap
 3. Apply friction for a minimum of 15 seconds following contact with body fluids
 4. Rinse v. Dry with paper towel
 5. Turn off faucets with paper towel
 6. Discard towel in trash can
- iii. Personnel should wash their hands in each of the following situations:
 1. On arrival at work
 2. Before and after patient care
 3. After personal use of the toilet
 4. After blowing or wiping the nose
 5. After handling contaminated materials
 6. After removing gloves
 7. Before eating, drinking, smoking, applying cosmetics or handling contact lenses
 8. Before leaving work
- iv. Alcohol-based hand sanitizer is available at the nurses' stations and in first aid kits. When hands are visibly soiled, washing with soap and running water is the preferred method. Alcohol-based hand rinses are not effective against C-diff spores or Norovirus. To prevent ingestion, alcohol-based hand sanitizers are not to be made available to patients unless staff supervision is provided

d. Gloves

- i. Wear clean, non-sterile gloves when touching blood, body fluids, secretions, excretions and contaminated items
- ii. Put on clean gloves just before touching mucous membranes and non-intact skin
- iii. Change gloves between tasks and procedures on the same patient after contact with material that may contain a high concentration of microorganisms
- iv. Remove gloves promptly after use before touching non-contaminated items and environmental surfaces and before going to another patient and wash hands immediately to avoid transfer of microorganisms to other patients or environments
- v. Latex gloves may not be washed and reused

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- vi. Gloves with cuts or holes should be replaced immediately
- vii. Fingertips may not be cut from gloves for phlebotomy or other procedures
- e. Masks, Eye Protection, Face Shield
 - i. Wear a mask and eye protection or a face shield to protect mucous membranes of the eyes, nose and mouth during procedures and patient care activities that are likely to generate splashes or sprays of blood, body fluids, secretions and excretions
- f. Gowns
 - i. Wear a gown (clean, non-sterile) to protect skin and prevent soiling of clothing during procedures and patient-care activities that are likely to generate splashes or sprays of blood, body fluids, secretions, or excretions or cause soiling of clothing
 - ii. Select a gown that is appropriate for the activity and amount of fluid likely to be encountered
 - iii. Remove a soiled gown as promptly as possible and wash hands to avoid transfer of microorganisms to other patients or environments
- g. Patient-Care Equipment
 - i. Handle used patient-care equipment soiled with blood, body fluids, secretions and excretions in a manner that prevents skin and mucous membrane exposures, contamination of clothing and transfer of microorganisms to other patients and environments
 - ii. Ensure that reusable equipment is not used for the care of another patient until it has been appropriately cleaned and reprocessed and single-use items are properly discarded
- h. Environmental Control
 - i. Follow established procedures for the routine care, cleaning and disinfection of environmental surfaces, beds, bedrails, bedside equipment and other frequently touched surfaces. See Housekeeping and other department-specific policies
- i. Linen
 - i. Handle, transport and process used linen soiled with blood, body fluids, secretions and excretions in a manner that prevents skin and mucous membrane exposures, contamination of clothing and avoids transfer of microorganisms to other people and environments. See Housekeeping policy
- j. Occupational Health and Bloodborne Pathogens
 - i. See Infection Control policies regarding “Occupational Exposure to Bloodborne Pathogens” and “Bloodborne Pathogens Exposure Control Plan”
 - ii. Take care to prevent injuries when using needles, lancets, scalpels, and other sharp instruments or devices
 - iii. Take care when handling, cleaning or disposing of used needles, lancets or other sharp instruments. Never recap used needles or otherwise manipulate them using both hands
 - iv. Place used disposable syringes and needles, lancets and scalpel blades and other sharp items in appropriate puncture-resistant containers

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- v. Sharps containers are kept locked in medication rooms, medical offices and the Lab to prevent client access. In medication rooms, the key to the sharps box holder can remain in the lock, provided that the room is secured at all times. The sharps disposal box is to be removed from the holder and transported to the place where the injection will be administered. The person who administers the injection, draws blood or uses the lancet (physician, nurse, lab technician or client) should directly place the item into the sharps container. Uncapped sharps are never to be placed on surfaces, wrapped in tissues or paper towels, or discarded in trash cans
 - vi. Use mouthpieces, resuscitation bags or other ventilation devices as an alternative to mouth-to-mouth resuscitation methods
- B. New Admitted Persons** - in order to address the potential hazard of infection of communicable disease being introduced into the patient community by newly admitted patients, the following measures will be observed:
- a. Vital signs are taken on admission and whenever deemed necessary based on a patient's presentation
 - b. A physical examination is given to each patient within twenty-four hours after admission
 - c. Laboratory tests performed on each patient on admission may include the following:
 - i. Chemzyme profile
 - ii. CBC
 - iii. Routine urinalysis
 - iv. Tine test
 - v. Hepatitis B Surface Antigen and Anti-Hepatitis A (Total) for those patients who have abused drugs via the intravenous route and/or have been sexually promiscuous and deemed to have evidence of active disease by the physician
 - d. Patient reports are reviewed by the physician/CRNP and appropriate treatment is prescribed by him/her. Reports will be forwarded to the patient's family doctor with the permission of the patient
- C. Patients Residing in the Community** - during orientation, the patient is instructed to report any symptoms of illness or infection to the nurse in charge. Procedure to be followed by the symptoms are:
- a. Notification of the physician/CRNP
 - b. Symptomatic treatment with medications when appropriate
 - c. Lab Testing (i.e., CBC, liver studies, cultures, x-rays, etc) as indicated
 - d. Monitoring of vital signs
 - e. Food services chores prohibited.
 - f. Documentation of test results, physical examination, treatment and medications are maintained in the patient's chart.

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- g. An Infection Report Form is completed monthly and submitted to the OI Coordinator. These reports will be used to generate the monthly report to the Infection Control Committee.
- D. Employees - new employees receive laboratory test screening and other infection control measures consisting of the following:**
- a. Orientation to the importance of infection control, standard universal precautions and personal hygiene and their responsibilities in the program.
 - b. Employees' results are reviewed by the physician/CRNP at the facility and copies are given to the employee to give to his/her family physician.
 - c. Mantoux test is repeated annually for the duration of employment. Results are maintained in the employee's personnel file.
 - d. The supervisor determines fitness for work when an employee has been absent from work due to an illness.
 - e. Likewise, annually, an in-service program on infection control is presented for all employees.
 - f. Immune Gamma Globulin to staff and/or patients shall be administered when deemed appropriate by the physician/CRNP as a precautionary measure, for example to Hepatitis A.
 - g. Influenza vaccine will be offered to those staff who desire it. Hepatitis B vaccine is recommended for all staff but not required or offered.
 - h. Follow-up care for a positive tine test is a chest x-ray.
 - i. Employees must attend mandatory training regarding infection control upon hire and annually thereafter
- E. Reporting & Surveillance - Any suspected communicable disease that is so designated will be reported to the Health Department by the Nursing department or SIC designee**
- a. SIC is charged with developing effective measures to prevent, identify and control infections in conjunction with the Professional Staff. SIC will maintain a liaison with the Quality Improvement Committee and will have the authority to institute any control measures or studies when there is reasonably considered to be danger to any patient or employee
 - b. The committee defines nosocomial infections to provide for uniform identification and reporting of infection to determine trends
 - i. A nosocomial infection is defined as any infection that is diagnosed 48 hours or more after admission
 - ii. The diagnosis will be documented in the progress notes and in the discharge diagnosis
 - iii. Appropriate cultures and specimens will be taken and sent to the laboratory for diagnosis. Examples include, but not limited to:
 - 1. Cultures of blood
 - 2. Urine
 - 3. Pus
 - 4. Sputum
 - 5. Stool

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- iv. It is recognized that not all nosocomial infections require culture and laboratory diagnosis. Examples include, but not limited to:
 - 1. Otitis Media
 - 2. Dermatological Infections
 - 3. Viral Infections
 - 4. Conjunctivitis
 - v. Adjunct laboratory data is obtained as deemed necessary and appropriate. Examples include but are not limited to:
 - 1. Chest X-ray
 - 2. Blood Count
 - 3. Urinalysis
 - vi. At risk population is defined as the number of residents with infections divided by the ADC plus the number of admission times 100 for the month
 - vii. The committee reviews, evaluates and maintains records of cases of infectious disease present in the facility for both patients and staff during the past month and discusses ramifications in these cases. The committee identifies potential sources of infection within the facility and develops preventative surveillance and control procedures relating to the inanimate environment. A member, designated by the committee each month will do a walk-through of the building to look for possible sources of infection such as dirty sinks, anything stored on the floor, dirty aprons, unlabeled containers, etc
 - viii. The committee evaluates and implements corrective action to eliminate potential sources of infection
 - ix. The committee provides annual in-service program on infection control for the education of the employees
 - x. All cleaning products coming into the facility will be checked by the Safety Director to determine whether they are bactericidal or fungicidal and will be helpful to maintain an infection controlled environment
 - xi. The committee shall review the policies and procedures relating to Infection Control annually
 - xii. Regular agenda items for the committee shall include: review of infections present, report of walk-through, dietary issues, smoking concerns, cleaning products, general storage and waste disposal
 - xiii. The committee is consultant for various departments regarding purchase of all equipment and supplies used for disinfections, decontamination and sterile supplies. It reviews all new cleaning products to determine whether they are bactericidal or fungicidal and whether they will be helpful to maintain an infection controlled environment
- c. Alpas Wellness La Plata's criteria for transferring to a general hospital an infection that is too hazardous for the safety of Alpas Wellness's population is at the experience and judgment of the Medical Director or designee

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F. Definitions and Examples of Infection

- a. Urinary Tract Infection (UTI)
 - i. Asymptomatic Bacteriuria – colony counts in urine greater than 100,000 organisms per ml without previous or current manifestations
 - ii. Other UTI with onset of clinical signs or symptoms such as fever, dysuria, hematuria or pyuria, foul smell, change in bladder habits, new insertion of Foley catheter. Colony counts greater than 10,000 pathogens per ml or with pyuria of greater than 20 WBC's per high power field in uncentrifuged specimen
- b. Respiratory Infections
 - i. Upper Respiratory Infection (URI) – this category includes clinical manifest symptoms of the nose, throat or ear (singly or in combination). Symptoms include a cold, flu, sore throat, pharyngitis and otitis media among others
 - ii. Lower Respiratory Infection (LRI) – this category includes clinical signs and symptoms such as cough, pleuritic chest pain, pneumonia-positive chest x-ray and particularly purulence
- c. Gastrointestinal (GI)
 - i. Viral diarrhea, increased diarrhea per resident. This could also include clinically symptomatic gastroenteritis associated with a culture which is positive for a known pathogen
- d. Skin and Subcutaneous Infections
- e. Burn Infections
- f. Surgical Wound Infections – any surgical wound which drains purulent material, with or without a positive culture
- g. Other Cutaneous Infections – any purulent material in skin or subcutaneous tissue, whether or not a culture is positive includes non-surgical wounds as well as dermatitis and decubitus ulcers

Alpas Wellness La Plata LLC Policy and Procedure

Title: HIV Testing & Counseling
Category: Clinical, Operations
Reference No: Draft

Policy No: 112

Effective Date:
Revision Date:

I. PURPOSE:

Provide guidelines for obtaining patient consent prior to HIV testing.

II. DEFINITIONS:

Following receipt of the physician's order for HIV testing, the unit nurse will conduct pretest counseling and obtain the patient's written consent for testing

III. POLICY:

All patients will sign the approved consent form prior to HIV testing

IV. PROCEDURE:

1. Patients requesting HIV testing are referred to the Medical Department for a physician's order.
2. After an order for HIV testing is obtained, the unit nurse will conduct at least one educational session with the patient to review the information contained in the education and consent form and make available to the patient information regarding the prevention of, exposure to and transmission of HIV. If the patient needs assistance with reading, the information and consent form must be read to the patient before signature of consent is obtained. All patient education is documented in the patient record, HIS.
3. The patient is to be referred again to the physician if he/she is ambivalent about testing or has questions beyond the scope of the nursing staff.
4. After the education process has been completed to the satisfaction of the nurse and the patient, the patient signs the consent form in the designated space to indicate that he/she understands the information and agrees to proceed with HIV testing. The nurse adds his/her signature, indicating required information was reviewed with the patient.
5. A copy of the form is offered to the patient and the appropriate space is checked, indicating acceptance or refusal. The original form is placed on the patient's chart.
6. The patient may revoke his/her consent for HIV testing at any time prior to processing of the specimen.
7. With the physician's approval, the nurse may discuss a normal/negative test result with the patient
8. Positive confirmed test results should be referred to the physician for disposition.
9. Patients in need of additional information, counseling, and assistance with aftercare related to HIV infection may be referred to the Nursing Supervisor

**CONSTRUCTION AND TERM LOAN AGREEMENT
BY AND BETWEEN**

**SKAOS MD LLC
and
ALPAS WELLNESS LA PLATA LLC,
each, individually and collectively,
jointly and severally,
as the Borrower**

AND

**COLLIERS FUNDING LLC,
as the Lender**

FEBRUARY 10, 2022

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CONSTRUCTION AND TERM LOAN AGREEMENT

(Alpas Wellness Center, La Plata, Maryland)

THIS CONSTRUCTION AND TERM LOAN AGREEMENT (this “Agreement”), is made and entered into as of this 10th day of February, 2022, by and between **SKAOS MD LLC**, a Delaware limited liability company and **ALPAS WELLNESS LA PLATA LLC**, a Delaware limited liability company (each, individually or collectively as the context may indicate, jointly and severally, the “Borrower”) and **COLLIERS FUNDING LLC**, a Delaware limited liability company (“Lender”).

PRELIMINARY RECITALS

A. Borrower has made application to Lender for a loan, and Lender has agreed to make a loan to Borrower, in the amount of up to TWENTY-NINE MILLION EIGHT HUNDRED THOUSAND AND NO/100THS DOLLARS (\$29,800,000.00) to defray a portion of the costs of acquiring certain real property located in La Plata, Maryland and renovating and rehabilitating the existing improvements located thereon into an approximately 108 unit substance abuse disorder and behavioral health treatment facility and other improvements upon such real property, and in furtherance thereof, Borrower and Lender are entering into this Agreement.

B. This Agreement is entered into for the purpose of setting forth the terms and conditions under which Lender will make the loan to Borrower.

NOW, THEREFORE, in consideration of the making of the loan and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

“**Advance**” shall mean any advance of Loan Funds by Lender to or on behalf of Borrower.

“**Affiliate**” shall mean, with respect to any Person (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interest of

any Person described in clauses (i) through (iii) of this sentence, and (v) any Person related by birth or marriage to such Person. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“**Anti-Corruption Laws**” shall mean all laws, rules, and regulations of any jurisdiction applicable to Borrower or its subsidiaries (if any) from time to time concerning or relating to bribery or corruption.

“**Application for Payment**” shall mean a completed AIA Form G702/703 and supporting schedules, or such other payment application form that is acceptable to Lender, and in either case in form and substance satisfactory to Lender requesting an Advance together with a Draw Request Certification executed by Borrower.

“**Appraisal**” shall mean an appraisal addressed to Lender and prepared by an appraiser acceptable to Lender, which appraisal shall be in substantial conformance with the regulations promulgated by the appropriate federal regulatory agency pursuant to Section 1110 of the Financial Institutions Reform, Recovery & Enforcement Act of 1989 (12 U.S.C. §3339), as amended, and the regulations thereunder, and which appraisal shall have been reviewed and approved by Lender’s internal appraisal review group.

“**Appraised Value**” shall mean the value arrived at under the Appraisal and accepted by Lender.

“**Approvals**” shall mean those approvals of the Project, the Plans and Specifications and all other Governmental Requirements required by Governmental Authorities as a condition to constructing the Project.

“**Approved Plans**” shall mean the Plans and Specifications as approved by the City and its agencies.

“**Architect**” shall mean Wilmot Sanz Architecture, or such other architect or engineer for the Project, if any, approved by Lender.

“**Architect’s Contract**” shall mean the letter agreement between Borrower (or its predecessor-in-interest), as owner, and the Architect, as architect, dated December 16, 2021, revised December 22, 2021, or any replacement contract or contracts entered into between Borrower and Architect and reasonably approved by Lender, for the furnishing of design and architectural services in connection with the construction of the Improvements.

“**Assignment of Leases and Rents**” shall mean the Assignment of Leases and Rents dated of even date herewith given by Borrower, as assignor, to Lender, as assignee, assigning to Lender the rents, income and leases of the Premises, and any amendments or modifications thereof and supplements thereto executed by Borrower and Lender.

“Assignment of Plans, Contract Documents and Intangibles” shall mean the Assignment of Plans, Contract Documents and Intangibles dated of even date herewith given by Borrower to Lender of all Plans and Specifications, Contract Documents, Permits, Intangibles and other agreements benefiting the Project, any amendments or modifications thereof and supplements thereto executed by Borrower and Lender, and the consents to such assignment to be executed by General Contractor and Architect.

“Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978 as heretofore and hereafter amended, and codified as 11 U.S.C. §101 *et seq.*

“Beneficial Owner” shall mean, for Borrower, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of Borrower’s equity interests; and (b) a single individual with significant responsibility to control, manage or direct Borrower.

“Broker” shall mean any person or entity who has been engaged by Borrower to obtain financing for the Project or to procure Leases for the Project or is owed a Commission in connection with the Loan, the Project or any Lease.

“Budget” shall mean the budget prepared by Borrower and approved by Lender attached hereto as Exhibit A summarizing and setting forth the estimated cost of constructing and financing the Project by general category.

“Building” shall mean the existing senior housing facility and related improvements located on the Land, to be renovated and rehabilitated into a 54-unit, 108 bed inpatient substance use disorder and behavioral health treatment facility, as part of the Improvements and as shown on the Site Plan.

“Building Systems” shall mean any mechanical, electrical, plumbing, heating, ventilating, air conditioning and life safety equipment and systems; major laundry appliances; appliances, elevators and escalators and other similar systems and items of equipment installed in or upon, and affixed to the Building, whether or not the same may be movable and whether or not removal thereof would cause damage to the Building or the Premises, but specifically excluding any items of FF&E.

“Business Day” shall mean any day that national banks are open for business in Minneapolis, Minnesota.

“Certificate of Beneficial Ownership” shall mean, for Borrower, a certificate in form and substance acceptable to Lender (as amended or modified by Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of Borrower.

“Certificate of Substantial Completion” shall mean a certificate issued by General Contractor, approved by Architect and accepted by Borrower and Inspecting Architect, certifying that Substantial Completion has occurred.

“Change Order” shall mean any change or modification of the General Contract, including, without limitation, any change directive or any other change that affects pricing, schedule, or the scope of the work to be performed thereunder. Changes in the Plans and Specifications, whether by formal change order or by field order or bulletin, shall be treated as a “Change Order” for purposes hereof.

“City” shall mean the City of La Plata, Maryland.

“Closing Date” shall mean the date on which the Loan shall close and Lender shall direct the Disbursing Agent or the Title Company, as applicable, to record the Loan Documents and issue the Title Policy.

“Closing Documents” shall mean:

- a) The Loan Documents;
- b) The Organizational Documents of Borrower;
- c) The Title Policy;
- d) Opinion of Borrower’s and Guarantors’ counsel;
- e) The Insurance Policies; and
- f) All other documents required by Lender as a condition of closing.

“Code” shall mean the Uniform Commercial Code in effect in the State where the Land is located.

“Collateral” shall mean all of the security given for the payment of the Loan as described in the Loan Documents.

“Commence Construction” or **“Commencement of Construction”** shall mean the issuance of a building permit in connection with construction of the Improvements.

“Commission” shall mean any fee due a Broker under an agreement with Borrower.

“Completion Date” shall mean March 31, 2023 by which date all Improvements will be Substantially Completed, which shall be subject to delays by reason of Force Majeure, but no Force Majeure event or events shall extend the Completion Date beyond April 30, 2023.

“Construction Contracts” shall mean the General Contract, the Subcontracts and any Other Contracts for Labor and/or Materials to be furnished in connection with the Project.

“Construction Escrow Account” shall mean the account to be established with the Disbursing Agent, wherein the Disbursing Agent will hold all Loan Funds advanced by Lender and all Required Equity received from Borrower and make disbursements therefrom.

“Construction Progress Schedule” shall mean the schedule for performance of the Work agreed to between Borrower and General Contractor, and attached hereto as Exhibit G, as such schedule may change from time to time, provided a copy thereof is delivered to Lender.

“Contingency Reserve” shall have the meaning given such term in Section 3.2.

“Contract Documents” shall mean the Construction Contracts, the Plans and Specifications and such Change Orders and other addenda thereto.

“Contract Price” shall mean the price as established in the General Contract as the cost of the Work for the Improvements covered thereby, including the General Contractor’s Fee.

“Contractor” shall mean General Contractor, any Subcontractor, and any other person or entity under contract with Borrower to perform Labor or supply Materials for the Project.

“Debt Service” shall mean monthly installments of principal and interest due on the Loan during the period specified calculated assuming the Loan has been fully advanced and remains outstanding, and is payable in equal monthly installments of principal and interest based on an interest rate equal to the then current Interest Rate and a twenty-five (25) year amortization period.

“Debt Service Coverage Ratio” shall mean a ratio equal to (x) Net Operating Income during the applicable calculation period divided by (y) Debt Service during such calculation period.

“Deed of Trust” shall mean that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated of even date herewith given by Borrower to the trustee named therein for the benefit of Lender and creating a lien on and security interest in the Premises, and any amendments and modifications thereof and supplements thereto executed by Borrower and Lender.

“Default” shall mean any event which, with the giving of notice to Borrower or the lapse of time, or both, would constitute an Event of Default.

“Default Rate” shall have the meaning given such term in the Note.

“Design Professionals” shall mean, collectively, the architects, engineers, consultants and professionals that perform services related to the design of the Project or portions thereof, or are otherwise involved with the Project to review and test performance of various Project elements or confirm compliance thereof with the Plans and Specifications, or otherwise to provide recommendations or advice relating to the design of the Project.

“Direct Costs” shall mean those Project Costs identified in the Budget as “Direct Costs” or “Hard Costs”.

“Disbursing Agent” shall mean Old Republic National Title Insurance Company, as disbursing agent for the Loan.

“Disbursing Agreement” shall mean that certain Disbursing Agreement dated as of the date hereof, among Borrower, Lender and Disbursing Agent governing the disbursement of Loan Funds and any amendments or modifications thereof and supplements thereto executed by Borrower, Lender and Disbursing Agent.

“Draw Request Certification” shall mean a certification in the form of Exhibit H attached hereto, executed and delivered by Borrower to Lender in connection with each request for an Advance (other than the First Advance).

“Engineering Studies” shall mean any engineering studies, environmental studies and reports, subsurface condition studies, development plans, and surveys made for Borrower or Lender in connection with the Premises or the Project.

“Environmental Audit” shall mean a Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment, as applicable, provided by Borrower to Lender and performed by a qualified licensed engineer or certified environmental/industrial hygienist in strict conformance and compliance with U.S. Environmental Protection Agency rules and regulations establishing “all appropriate inquiries” and with the current Standard Practice for Environmental Site Assessment Process, ASTM Standard E1527-13 and a findings and conclusions section consistent with the applicable section of ASTM Standard E1527-13.

“Environmental Indemnity” shall mean that certain Environmental Indemnity dated of even date herewith executed by Borrower and Guarantors indemnifying and holding Lender harmless from any Hazardous Substances and the violation of any Environmental Laws, and all amendments and modifications thereof and supplements thereto executed by Borrower, Guarantors and Lender.

“Environmental Laws” shall mean any international, federal, state or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance or other requirement relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges, or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste, or Hazardous Substances or crude oil, or any fraction thereof, or to exposure to toxic or hazardous materials or to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation, order, notice or demand issued pursuant to such law, statute or ordinance, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Act, the Hazardous Materials Transportation Act, as amended, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, the Safe Drinking Water Act, the Clean Air Act, as amended, the Toxic Substances Control Act of 1976, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Federal Insecticide, Fungicide and Rodenticide Act, the Rivers and Harbors Appropriation Act, the Endangered Species Act, the National Environmental Policy Act

of 1975, the Oil Pollution Act of 1990, and any similar or implementing state law, and any state statute and any further amendments to such laws providing for financial responsibility for cleanup or other actions with respect to the release or threatened release of Hazardous Substances or crude oil, or any fraction thereof and all rules and regulations promulgated thereunder.

“**ERISA Plan**” shall mean each employee benefit plan covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended.

“**Escrow Waiver Letter**” shall mean that letter agreement dated of even date herewith, executed by Lender and acknowledged by Borrower, conditionally waiving Borrower’s obligations to escrow monthly payments for real estate taxes and insurance premiums, on the conditions provided therein.

“**Event of Default**” shall mean any of those events specified as an Event of Default herein, in the Deed of Trust, or in any other Loan Document; provided, however, an “Event of Default” shall not occur hereunder, under the Deed of Trust or under any other Loan Document until the expiration of all applicable notice, grace and cure periods, if any, expressly provided herein or therein with respect to such event.

“**FF&E**” shall mean all furniture, wall and floor coverings, fixtures and equipment (other than Building Systems) located at or used in connection with the Project, including without limitation: (a) all furniture, furnishings, built-in serving or service furniture, carpeting, decorative millwork, decorative lighting, television receivers and other electronic equipment, interior plantings, interior water features, artifacts and artwork, and interior and exterior graphics; (b) office furniture; (c) chinaware, glassware, linens, silverware, uniforms and menus; (d) all fixtures and specialized equipment used in the operation of kitchens, laundries and dry cleaning facilities; (e) telephone and call accounting systems; (f) cleaning and engineering equipment, tools, utensils and all other similar items; (h) vehicles; (i) pool and recreational equipment; (j) all laundry facilities; and (k) all other similar items which are used in the operation of the Project.

“**Final Completion**” shall mean that:

(i) the Improvements have been fully completed in accordance with the Plans and Specifications, as approved by Lender, paid for in full, are free of all mechanics’, labor, materialmen’s and other similar lien claims (unless bonded over to the reasonable satisfaction of Lender), and such completion has been approved and certified by Borrower and General Contractor and approved by the Inspecting Architect;

(ii) a Certificate of Substantial Completion for the Improvements has been issued and delivered to Lender and no punchlist items remain to be completed;

(iii) evidence that all Governmental Requirements and all private restrictions and covenants relating to the Improvements have been complied with or satisfied has been delivered to Lender;

(iv) photographs of the completed Improvements, copies of all warranties from Suppliers covering materials, equipment and appliances included within the Project, evidence that all insurance required hereby is in full force and effect and a copy of an as-built survey of the Project which conforms to Lender's requirements have been delivered to Lender;

(v) an unconditional certificate of occupancy has been issued for the Project by all appropriate governmental authorities, a copy thereof has been delivered to Lender and all costs therefor have been paid;

(vi) copies of all Permits and Licenses necessary for the operation of the Project and related facilities have been delivered to Lender and the Project is ready to admit residents;

(vii) Final Documentation has been delivered to Lender; and

(viii) all FF&E necessary for the operation of the Project has been purchased and installed in the Project.

"Final Completion Date" shall mean the date that Final Completion occurs, but in any event not later than April 30, 2023. The Final Completion Date shall be subject to delays by reason of Force Majeure, but no Force Majeure event or events shall extend the Final Completion Date beyond May 31, 2023.

"Final Documentation" shall mean the delivery to Borrower (with copies to Lender) of the following and approval by Lender:

- (a) Final Statement of Cost;
- (b) Unconditional Lien Releases through Final Payment from General Contractor and all Suppliers and Subcontractors, or if any Supplier or Subcontractor refuses to furnish an Unconditional Lien Release through Final Payment, a bond satisfactory to Borrower, Lender and Title Company indemnifying against any such Lien;
- (c) General Contractor's affidavit that all payrolls, bills for Materials and equipment, and other indebtedness connected with the Work for which Borrower may be responsible have been paid or otherwise satisfied; and
- (d) All bonds, warranties and guarantees required by the Contract Documents, if any.

"Final Payment" shall mean the final payment of all sums due General Contractor under the General Contract, due Architect under the Architect's Contract, or in the case of a Supplier or Subcontractor, the final payment of all sums due under the respective Supplier's contracts or Subcontract, as the case may be.

“Final Statement of Cost” shall mean a statement from the General Contractor listing by Line Item all Work or Materials performed or furnished, itemized by category, the Contractor, Subcontractor or Supplier performing or finishing such Work or furnishing Materials, and the total cost of the completed work under the General Contract.

“Financing Statements” shall mean one or more UCC-1 financing statements naming Borrower, as debtor, and Lender, as secured party, perfecting a security interest under the Code in the Personalty, Building Systems, Fixtures and FF&E included in the Premises, the Contract Documents, all Intangibles and all other personal property of Borrower on which a security interest has been granted to Lender.

“First Advance” shall mean the initial Advance of Loan Funds made on the Closing Date to finance a portion of the costs of the acquisition of the Premises.

“First Construction Advance” shall mean the initial Advance of Loan Funds to pay Direct Costs or Indirect Costs in connection with the construction and development of the Project, following satisfaction of all conditions precedent set forth in Section 7.2 of this Agreement.

“Fiscal Year” shall mean the period from January 1 of any year through December 31 of such year.

“Fixture” shall mean those goods and equipment incorporated into the Premises and which constitute “fixtures” under applicable law.

“Force Majeure” shall mean the following events, but only to the extent the same cannot be overcome with diligence and commercially reasonable expense by the party claiming the existence of a Force Majeure:

- (a) War, invasion, rebellion, revolution, insurrection, riots or civil war;
- (b) Acts of government in its sovereign capacity;
- (c) Earthquakes, hurricanes, tidal waves, floods or any operation of the forces of nature;
- (d) Unavailability of supply or construction materials other than by reason of cost as non-payment of the same;
- (e) Strikes, lockouts, or other significant employee disturbances not caused by the party's acts; and
- (f) Events beyond the reasonable control of the party claiming the existence of a Force Majeure, other than a shortage of funds or lack of diligence on the part of

the party and such that reasonable foresight and ability on the part of the affected party could not reasonably provide against.

“GAAP” shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

“General Contract” shall mean generally, singly or collectively, one or more construction contracts or design build agreements entered into directly between Borrower and a General Contractor approved by Lender for the construction, design and installation of all or a major portion of the Project.

“General Contractor” shall mean any person approved by Lender that is a party to a General Contract with Borrower for the design and/or construction of all or a part of the Project. At the present time there is one General Contractor for the Project, to wit: The Whiting-Turner Contracting Company.

“General Contractor’s Fee” shall mean the fee payable to General Contractor under the General Contract for the design and construction of the Work covered by the General Contract.

“Governmental Authority” shall mean any governmental body, political subdivision, quasi-governmental agency or instrumentality or regulatory authority exercising jurisdiction over the Premises or the construction of the Project, or the use or operation of the Premises, or over Borrower or Operating Lessee, including, without limitation, the City, Charles County, the State of Maryland, the United States of America, the Maryland Department of the Environment, the United States Environmental Protection Agency, and any department or political subdivision thereof and all applicable licensing or accreditation bodies or agencies and applicable non-governmental organizations (i.e. the Joint Commission on the Accreditation of Healthcare Organizations) with jurisdiction over the Premises.

“Governmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any Governmental Authority or any other political subdivision in which the Premises is located and of any other political subdivision, agency, quasi-governmental authority or instrumentality exercising jurisdiction over the Project, including without limitation, the requirements of the Americans with Disabilities Act of 1990, as amended and all regulations thereunder, all Permits issued for the Project, all Licenses necessary for the operation of the Premises, including all wetlands restrictions/regulations and historical requirements adopted or enacted by a Governmental Authority applicable to the Premises, its construction and its use and occupancy.

“Gross Income” shall mean, without duplication, all income received by Borrower or Operating Lessee for the six (6) calendar month period immediately preceding the date upon which the Debt Service Coverage Ratio is being calculated (with such amount annualized to reflect a reasonable estimate of full year operations), including any rent loss insurance proceeds received by Borrower for the applicable period by reason of a casualty to the Premises, but not including rent paid more than one (1) month in advance or any sale proceeds, refinancing proceeds and proceeds of any equity contribution or any other loan transaction.

“Guarantor” or “Guarantors” shall mean Stephen S. Smith, personally (“Individual Guarantor”), and Stephen S. Smith, as trustee of the Stephen S. Smith Revocable Trust U/A dated March 25, 2005, as amended by Trust Amendment executed by Stephen S. Smith on May 21, 2020 (“Trust”).

“Guaranty” shall mean that certain Guaranty dated of even date herewith executed and delivered by Guarantors in favor of Lender and any amendments and modifications thereof and supplements thereto executed by Guarantors and Lender.

“Hazardous Substances” shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is defined, prohibited, limited or regulated under any statute, law, ordinance, rule or regulation of any local, state, regional or Federal authority having jurisdiction over the property of Borrower, or its use, including but not limited to any material, substance or waste which is (a) defined, listed or otherwise classified as a hazardous substance, hazardous material, hazardous waste or other words of similar meaning under any Environmental Law; (b) petroleum, petroleum hydrocarbons, and all petroleum products; (c) polychlorinated biphenols; (d) lead and lead based paint; (e) urea formaldehyde; (f) asbestos and asbestos containing materials; (g) flammables and explosives; (h) infectious materials, mold or fungus; (i) atmospheric radon at levels over 4 picocuries per cubic liter; (j) radioactive materials; or (k) defined, prohibited, limited or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law. “Hazardous Substances” shall not include any of the above customarily and currently used in the construction of building improvements and building systems or the operation of the Premises as a substance use disorder and behavioral health treatment facility, provided they are used and disposed of in accordance with Environmental Laws and to the extent required under required permits.

“Healthcare Laws” shall mean all federal, state, municipal or other Governmental Authority laws, codes and statutes and all regulations and rules promulgated thereunder and all Governmental Authority interpretations thereof, applicable or pertaining to the ownership, leasing, operation or management of medical or inpatient treatment facilities, including without limitation those pertaining to Licenses necessary to operate or manage any such facility, those pertaining to patient care and Privacy Laws, quality and safety standards, accepted professional standards, and principles that apply to professionals providing services to the Premises, accreditation standards, and requirements of the applicable state department of health and all other Governmental Authorities including, without limitation, those requirements relating to the Premises’ physical structure and environment, licensing, quality and adequacy of medical care, distribution of pharmaceuticals, rate setting, equipment, personnel, operating policies, additions to facilities and services and fee splitting.

“Improvements” shall mean the Building, Building Systems, all FF&E necessary for the operation of the Premises and all site demolition, site clearance, well capping, utility pipeline removal and relocation, site grading, landscaping, signage, installation of utilities, curb and gutter, parking areas and any other items of construction required under the Contract Documents.

“Indirect Costs” shall mean those Project Costs identified in the Budget as “Indirect Costs” or “Soft Costs”.

“Inspecting Architect” shall mean an inspecting architect or engineer selected by Lender in its sole discretion, or any successor for such role chosen by Lender in its sole discretion.

“Insurance Policies” shall mean those policies of insurance required pursuant to Article 4.

“Intangibles” shall mean all “General Intangibles” (as that term is defined in the Code) now owned or hereafter acquired with respect to the Premises.

“Interest Rate” shall mean the interest rate charged on the Loan from time to time as set forth in the Note.

“Interest Reserve” shall have the meaning given such term in Section 3.2.

“Labor” shall mean all work performed pursuant to the General Contract and all Subcontracts furthering completion of the Project and included in the Work.

“Land” shall mean that parcel of land consisting of approximately 3.7 acres and described on Exhibit C attached hereto.

“Lease” shall mean each written instrument granting to a Tenant the right to possession and occupancy of any portion of the Improvements for a term of months or years, including, without limitation, the Operating Lease.

“License” or **“Licenses”** shall mean any license, permit, regulatory agreement, certificate, approval, certificate of need or similar certificate, authorization, accreditation, approved provider status in any approved provider payment program, or approval issued by an applicable state department of health (or any subdivision thereof) or state licensing agency, as applicable, in each instance whether issued by a Governmental Authority or otherwise, used in connection with, or necessary or desirable to use, occupy or operate the Premises for their intended use as substance use disorder and behavioral health treatment facilities, including without limitation, the provision of all goods and services to be provided by Borrower, and/or Operating Lessee to the residents of the Premises.

“Lien” shall mean any lien that may be imposed by law or by contract against the Premises for the payment of Labor or Materials rendered by a person or entity in connection with the Work.

“Lien Rights” shall mean the right of a Person to assert a Lien.

“Line Item” shall mean each individual category of Project Costs itemized by a separate line in the Sworn Construction Cost Statement, the Budget and the Final Statement of Cost, as the case may be.

“Loan” shall mean the loan to be made pursuant to Article 2 of this Agreement in an amount of up to \$29,800,000.00.

“Loan Documents” shall mean this Agreement and the following:

- (i) Note;
- (ii) Deed of Trust;
- (iii) Assignment of Leases and Rents;
- (iv) Guaranty;
- (v) Security Agreement;
- (vi) Financing Statements;
- (vii) Disbursing Agreement;
- (viii) Environmental Indemnity;
- (ix) Assignment of Plans, Contract Documents and Intangibles and Consent of General Contractor and Architect (from and after the execution of such consents);
- (x) Borrower’s Affidavit;
- (xi) Guarantor’s Affidavit executed by Guarantor;
- (xii) Escrow Waiver Letter;
- (xiii) Pledge Agreement;

and such other documents as Lender may require to evidence and/or secure the Loan.

“Loan Fee” shall mean a fee of \$447,000 payable by Borrower to Lender for making the Loan, which fee shall be paid on or before the Closing Date.

“Loan Funds” shall mean the proceeds of the Loan disbursed or available for disbursement under this Agreement.

“Major Contract” shall mean each Construction Contract and Subcontract for Work or Materials in excess of \$500,000, including the General Contract.

“Major Contractor” shall mean each Contractor or Subcontractor under a Major Contract, including the General Contractor under the General Contract.

“Material Adverse Change” shall mean the occurrence of any event which Lender, in good faith, determines could reasonably be expected to have a material adverse effect on (x) Borrower’s, or Guarantor’s business, property, assets, operations or condition, financial or otherwise; or (y) Borrower’s or Guarantor’s prospective ability to perform any of their payment or other obligations under the Loan Documents.

“Materials” shall mean all Building Systems, Fixtures, FF&E and other materials and goods which are to be furnished to the Project by Borrower.

“Maturity Date” shall mean February 28, 2026, subject to an extension until February 28, 2027 pursuant to Section 2.6 hereof, or such earlier date on which the Note may be declared due and payable by Lender in accordance with the terms of the Loan Documents.

“Minor Changes” shall mean Change Orders that do not (i) change the Contract Price or any individual Line Item in the Sworn Construction Cost Statement by more than \$100,000 for any Change Order or in excess of \$250,000 in the aggregate for all Change Orders after the date hereof, (ii) change the date on which Substantial Completion or Final Completion is to occur under the Construction Contracts, (iii) cause the Loan to no longer be “in balance” as required by Section 2.5 or (iv) require approval by a Governmental Authority

“Net Operating Income” shall mean Gross Income for the six (6) calendar month period immediately preceding the date on which the Debt Service Coverage Ratio is being calculated minus Operating Expenses.

“Note” shall mean the Promissory Note dated of even date herewith executed by Borrower and payable to Lender in the original principal amount of the Loan and any amendments, modifications, renewals, extensions, replacements and substitutions thereof and supplements thereto executed by Borrower and Lender.

“OFAC” shall mean the U.S. Department of Treasury’s Office of Foreign Assets Control and any successor thereto.

“Off-Site Improvements” shall mean any improvements not located on the Premises which are required by any Governmental Authority to be completed as a condition to any of the Approvals of the Project.

“Operating Expenses” shall mean all expenses of every kind reasonably incurred in the normal course of business with respect to the Premises, which, in accordance with accrual basis accounting and GAAP, would be classified as expenses allocable to such period for a similar type of property, including, but not limited to, expenses for taxes, insurance, repairs, replacements which are not capitalized pursuant to GAAP, maintenance, management fees, replacement reserves, salaries, advertising expenses, professional fees, wages and utilities, but excluding (i) principal, interest, charges, fees and other costs payable with respect to the Loan and (ii) non-cash expenses and allowances for depreciation and amortization.

“Operating Lease” shall mean that certain Commercial Lease Agreement dated on or about the date hereof by and between Owner, as landlord, and Operating Lessee, as tenant, with respect to the Project.

“Operating Lessee” shall mean Alpas Wellness La Plata LLC, a Delaware limited liability company.

“Organizational Documents” shall mean as to Borrower the following, each certified as true, correct and complete by Borrower:

- (a) Certification of Formation and all amendments thereto, as filed with the Secretary of State of Delaware;
- (b) Operating Agreement and all amendments thereto;
- (c) Resolution of the members and/or Board of Governors relative to the authority to enter into the Loan and to execute the Loan Documents and an Incumbency Certificate;
- (d) Certificates of Good Standing issued by the Secretary of State of Maryland and the Secretary of State of Delaware; and
- (e) Certificate of Authority to Transact Business issued by the Secretary of State of Maryland.

“Other Contracts” shall mean any and all contracts, agreements, permits, licenses or other documents or instruments, other than the General Contract, entered into between Borrower or General Contractor and a third party including, without limitation, any Design Professionals, or obtained from a third party, to perform, or permit performance of Work in connection with the design, development, construction, and/or equipping of the Project.

“Owner” shall mean SKAOS MD LLC, a Delaware limited liability company.

“PATRIOT Act” shall mean the USA PATRIOT Act (Title III. of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“Permanent Loan Status” shall mean the date on which all of the following conditions have been satisfied:

- (a) Final Completion of the Project has occurred;
- (b) No Default or Event of Default has occurred and is then continuing;
- (c) The Premises has achieved a Debt Service Coverage Ratio equal to or greater than 1:25 to 1:00; and
- (d) Borrower has commenced making monthly principal and interest payments under the Note.

“Permits” shall mean all permits required by Governmental Authorities for the construction of the Improvements in accordance with the Approved Plans including any required building permits.

“Permitted Exceptions” shall mean the exceptions to insured coverage set forth in Schedule B to the Title Policy, any liens or encumbrances, in favor of Lender and any other matters to which Lender may consent in writing.

“Permitted Transfer” shall mean any of the following:

- (a) transfers of ownership interests in Borrower, provided that (i) such transfers do not result in a change in control of Borrower and (ii) to the extent such transfer or transfers result in a new Beneficial Owner in Borrower, Borrower shall provide a new Certificate of Beneficial Ownership to Lender and shall otherwise comply with Section 6.35 of this Agreement;
- (b) transfers of ownership interests in Borrower by members who are natural persons to immediate family members or trusts for estate planning purposes and which estate planning transfers do not result in a change of control of Borrower or its managing members existing as of the date hereof;
- (c) any Lease entered into by Borrower in the ordinary course of business, subject to the terms and conditions of the Loan Documents; or
- (d) any other transfer or transfers approved in writing by Lender.

“Person” shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“Personalty” shall mean all personal property, furniture, fixtures, fittings, furnishings and FF&E, owned by Borrower and now or hereafter attached to, located at, or placed in the Improvements or on any portion of the Premises including, without limitation (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated): (i) all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, (ii) all maintenance supplies and repair equipment, (iii) all draperies, carpeting, floor coverings, screens, storm windows and window coverings, blinds, awnings, shrubbery and plants, (iv) all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use, (v) all building materials and supplies now or hereafter delivered to any portion of the Premises, (vi) all plans, drawings and specifications (subject to the rights of the architects and engineers who have prepared such plans, drawings and specifications), documents, equipment, fixtures and furnishings used in the business and operation of the Premises, (vii) all Building Systems, (viii) all accounts, inventory, general intangibles and other goods of Borrower, (ix) all Permits, and (x) all renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Borrower in any such items hereafter acquired, as well as Borrower’s interest in any lease, or conditional sales agreement under which the same is acquired, to the extent permitted hereby.

“Plans and Specifications” shall mean respectively the graphic documents showing the design, location and dimensions of the Project and the written documents designating the materials, equipment, construction systems, standards and workmanship required in the construction and installation of the Project.

“Pledge Agreement” shall mean that certain Pledge Agreement dated of even date herewith executed by Guarantors, as pledgor, in favor of Lender, as secured party, granting to Lender a security interest in the pledged securities described therein, together with any amendments or modifications thereof and supplement thereto executed by Borrower and Lender.

“Premises” shall mean the Land and the Improvements.

“Principal” shall mean the sums of money disbursed from time to time by Lender pursuant to this Agreement.

“Principal Balance” shall mean, at any given time, the amount of Principal remaining unpaid at such time.

“Privacy Laws” shall mean all federal, state, municipal or other Governmental Authority laws, codes and statutes and all regulations and rules promulgated thereunder and all Governmental Authority interpretations thereof, applicable or pertaining to resident, tenant and patient privacy. Privacy Laws include the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, together with all rules and regulations promulgated thereunder from time to time.

“Project” shall mean the Premises (as they are now or hereafter improved with the Improvements and Off-Site Improvements) in substantial accordance with Governmental Requirements and the Approved Plans.

“Project Costs” shall mean those Direct Costs and Indirect Costs to be incurred in the acquisition, development, construction, leasing, marketing, equipping and furnishing of the Project as set forth in the Budget, as such Budget may from time to time be amended with the consent of Lender.

“Punch List” shall mean a list prepared by Architect and/or General Contractor in cooperation with Borrower detailing all corrections and actions required to be taken by General Contractor and/or the Subcontractors in order for Borrower to find the Work to be acceptable and complete in strict accordance with the Contract Documents and which shall meet with the approval of Lender’s Inspecting Architect.

“Required Approvals” shall mean the Approvals as required to be obtained.

“Required Equity” shall mean the initial sum of \$10,837,500 and thereafter any difference from time to time obtained after subtracting the undisbursed amount of the Loan (exclusive of the undisbursed Contingency Reserve) from the amount required, based on the

Budget as updated from time to time by the Borrower and approved by Lender, which approval shall not be unreasonably withheld, to pay all unpaid Project Costs to complete construction, leasing, marketing, equipping and furnishing of the Project (including interest payable on the Note until the Final Completion Date), based on Lender's reasonable estimates; provided, however, that in no event shall the portion of Borrower's Required Equity paid in cash, as evidenced by documentation satisfactory to Lender, be less than fifteen percent (15%) of the prospective "as-complete" value of the Project, as shown by the Appraisal obtained by Lender prior to the date hereof.

"Required Financial Reports" shall mean:

As to Borrower –To the extent such financial information is not included in the statement of operations of the Premises described below, within ninety (90) days after the end of each Fiscal Year of Borrower, Borrower's annual financial statements for the year then ended, which shall include its balance sheet as at the end of such year and related statements of income and expenses, statements of changes in financial position, statements of cash flow, a statement of changes in capital accounts and a statement of allocation of distribution of profits and losses, all in reasonable detail, prepared in accordance with GAAP by a reputable accounting firm or a certified public accountant; and accompanied by a certificate of an authorized officer of Borrower stating that such financial statements have been prepared in accordance with GAAP with any deviations therefrom noted and are true, complete and not misleading in any material respect, and whether or not he has knowledge of the occurrence of any Event of Default not heretofore reported and remedied and, if so, stating in reasonable detail the facts with respect thereto; and, within thirty (30) days after filing with the Internal Revenue Service, the federal income tax returns of Borrower (including all schedules) for the preceding tax year.

As to Individual Guarantor - On or before March 31 of each year, Individual Guarantor's annual financial statement for December 31 of the preceding year, which statement shall include an itemization of all assets and liabilities of Individual Guarantor scheduled by item and type and all investments and contingent liabilities of Individual Guarantor, shall be adequate to disclose Individual Guarantor's net worth and liquidity at such point in time, shall include a statement of cash flow of Individual Guarantor in the form previously delivered to and approved by Lender, and shall be personally certified by Individual Guarantor as true, complete and not misleading in any material respect; and, within thirty (30) days after filing with the Internal Revenue Service, the federal income tax return of Individual Guarantor (including all schedules), for the preceding tax year.

As to the Premises - At least forty-five (45) days prior to the Completion Date and at least forty-five (45) days prior to the commencement of each calendar year thereafter, an annual operating budget for the Premises; commencing with the calendar year in which Completion occurs and within ninety (90) days after the end of each calendar year thereafter, a current updated rent roll as of the end of such fiscal year, in form and substance acceptable to Lender, certified by an authorized officer of Borrower as true, correct and complete in all material respects, and an annual operating statement with

respect to the Premises detailing the total revenues received, total expenses incurred, total cost of all capital improvements, variances from the operating budget for such year, total debt service and total cash flow, to be prepared in accordance with GAAP with any deviations therefrom noted and certified as true, correct and complete in all material respects by an authorized officer of Borrower.

Other Information –Subject to Privacy Laws, from time to time, with reasonable promptness, such other information regarding the business, affairs and financial condition of Borrower, any Guarantor or the Premises as Lender may reasonably request.

“Reserves” shall mean those Loan Funds to be held by Lender for reserve categories set forth in Article 3. Reserves are to be applied by Lender to the category for which the Reserve is established.

“Retainage” shall mean a percentage amount to be deducted from each Advance equal to ten percent (10%) of Direct Costs (or such other percentage amount approved by Lender), to be retained by Lender until the requirements in Sections 8.1, 9.1 and 9.2, as applicable, are satisfied.

“Sanctioned Country” shall mean at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

“Sanctioned Person” shall mean at any time, (a) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

“Sanctions” shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“Scope of the Work” shall mean all work and material necessary to complete the Project as contemplated by the Plans and Specifications and the Contract Documents.

“Security Agreement” shall mean that Security Agreement dated of even date herewith given by Borrower in favor of Lender covering all Personalty of Borrower and any amendments or modifications thereof and supplements thereto executed by Borrower and Lender.

“Site Plan” shall mean the site plan for the Project showing the locations of the Project and the Improvements on the Land.

“Subcontractors” shall mean those Persons furnishing Labor or Materials for the Project under contract with General Contractor or Borrower, as applicable.

“Subcontracts” shall mean the contracts between Borrower or General Contractor, as applicable, and Subcontractors for the furnishing of Labor or Materials for the Project.

“Substantial Completion” or **“Substantially Complete”** shall mean the stage in the progress of the Work where all of the following have occurred:

- (a) A Certificate of Substantial Completion has been issued for the Project and delivered to Lender;
- (b) All Work pursuant to the Contract Documents has been substantially completed such that the remaining items to be completed are not necessary for the use and enjoyment of the Project by Borrower; and further, that the completion of any such items can be performed without significantly interfering with the use and enjoyment of the Project by Borrower;
- (c) General Contractor has turned over all areas of the substantially completed Project in a logical, sequential manner to Borrower for Borrower’s installation of fixtures, furnishings and equipment by Borrower’s separate contractors, and the previously agreed duration of time for such installations has occurred pursuant to the Construction Progress Schedule;
- (d) All mechanical, electrical, fire protection and Building Systems have been tested, started and commissioned for permanent use;
- (e) All FF&E necessary for the operation of the Premises has been purchased and installed in the Premises; and
- (f) Inspection and approval of the Project including the Building and Building Systems by all applicable Governmental Authorities has occurred and a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued by the City covering the entire Project, which certificate may contain certain exceptions or conditions to occupancy, so long as such exceptions or conditions do not interfere with the use and enjoyment of the Project by Borrower.

“Suppliers” shall mean those persons or entities other than General Contractor supplying Materials to the Project.

“Sworn Construction Cost Statement” shall mean an itemized, certified statement or statements, listing by Line Item the Work or Materials to be performed or furnished, to complete and finish the Improvements, itemized by category, the Contractor or Supplier performing or furnishing such Work, or furnishing such Materials, and the total cost of the Work to be done under the General Contract, signed and sworn to by Borrower and General Contractor, as applicable, as the same may be amended or supplemented from time to time with the approval of Lender.

“**Tenant(s)**” shall mean any party entitled to possession and occupancy of any portion of the Improvements under any Lease.

“**Title Company**” shall mean Old Republic National Title Insurance Company, the title insurer issuing the Title Policy.

“**Title Policy**” shall mean an extended coverage ALTA Lender’s Policy of Title Insurance issued by Title Company (Form 6/17/06) in the amount of the Loan insuring that a fee interest in the Land is vested in Owner, and that the lien of the Deed of Trust is a first and prior lien upon Borrower’s fee estate, subject only to the Permitted Exceptions, and insuring against any lien claims that could arise out of the construction of the Improvements and containing such endorsements as Lender may reasonably require.

“**Transfer**” shall mean any sale, grant, pledge, assignment, mortgage, deed of trust, encumbrance, security interest, consensual lien, hypothecation, lease (other than the Operating Lease and bona fide third party leases for actual occupancy by an unrelated, unaffiliated tenant), transfer or divesture or otherwise of or any interest in (i) any portion of the Premises, (ii) Borrower, (iii) any underlying ownership interest in Borrower, or (iv) any entity controlling, managing or in control of Borrower.

“**Unconditional Lien Release**” shall mean such instrument as is required by applicable law to extinguish and completely release any Lien Rights available to a Person, including any Contractor or Supplier, supplying Materials or Labor and/or performing Work in the Project.

“**Work**” shall mean all Labor and Materials required to complete the construction of the Project including all Improvements, site grading, demolition of existing improvements, if any, Off-Site Improvements, if any, landscaping, signage, installation of utilities, curb and gutter and parking areas.

ARTICLE 2 THE LOAN

2.1 Loan Purpose. Subject to the terms and conditions of this Agreement and the compliance by Borrower with its obligations to Lender hereunder, Lender shall advance to Borrower and Borrower shall borrow from Lender the Loan for purposes of, among other things, (i) financing a portion of the cost of the acquisition of the Land and the renovations, rehabilitation and furnishing of the Improvements, (ii) funding the Reserves; and (iii) paying closing costs in connection with such acquisition and in connection with the Loan.

2.2 Interest Rate. The Principal Balance of the Note outstanding at the close of each day shall bear interest at the Interest Rate provided in the Note; the Note also provides for a late charge and a default interest rate; all of the terms of the Note are incorporated herein by reference.

2.3 Payment. The Loan shall be payable in accordance with the terms and conditions of the Note which are incorporated herein by reference. All payments shall be applied as provided in the Note.

2.4 Prepayment. The Loan shall be prepayable in accordance with the terms and conditions of the Note which are incorporated herein by reference. This is not a revolving credit loan. Lender shall not be obligated hereunder or under any of the other Loan Documents to re-advance to Borrower any sums prepaid by Borrower whether prepaid voluntarily or involuntarily.

2.5 Amount of Advances; Loan in Balance. In no event shall Lender be obligated to advance any Loan Funds (i) if, following the requested Advance, the Principal Balance of the Loan exceeds the maximum amount of the Loan; or (ii) unless and until the Loan is in balance as determined by Lender. The Loan shall be deemed to be “in balance” only when the sum of (1) the undisbursed Loan Funds (exclusive of the undisbursed Contingency Reserve), (2) any amounts in the Construction Escrow Account, and (3) any additional Required Equity not then required to have been used to pay Project Costs, equals or exceeds the amount necessary, based on Lender’s reasonable estimates, to pay all unpaid Project Costs to complete construction of the Improvements (including interest payable on the Note until the Final Completion Date and including the cost of all FF&E for the Project and all other costs of leasing, marketing and furnishing the Project).

2.6 Extension of Maturity Date. At the option of Borrower, the Maturity Date may be extended until February 28, 2027, if all of the following conditions are satisfied as to such extension or waived by Lender in its sole discretion:

- (a) Borrower gives written notice of its request for such extension to Lender by no earlier than ninety (90) days, and by no later than thirty (30) days, prior to the original Maturity Date;
- (b) The extension notice is accompanied by a cashier’s check or wire transfer of immediately available funds payable to Lender representing a non-refundable extension fee in the amount of 0.25% of the Principal Balance of the Note;
- (c) All of the representations and warranties in Article 5 and in the other Loan Documents are true and correct in all material respects as if originally made on the date of such notice and on the original Maturity Date;
- (d) As of the date of the original Maturity Date, Final Completion of the Project has occurred;
- (e) As of the date of such notice and as of the original Maturity Date, no Default or Event of Default shall have occurred and continuing;
- (f) The Project has achieved a Debt Service Coverage Ratio equal to or greater than 1.25 to 1.00, calculated as of the end of the calendar month prior to the original Maturity Date;

- (g) As of the date of such notice and as of the original Maturity Date, no Material Adverse Change shall have occurred and is then continuing;
- (h) Borrower delivers to Lender an update or endorsement to the Title Policy showing that there are no additional liens or encumbrances filed against the Premises; and
- (i) Borrower and Guarantors execute such documents as Lender may reasonably require to evidence such extension of the Loan.

In the event that, for any reason, Borrower fails to satisfy all of the foregoing conditions and Lender does not elect to waive any such conditions, the Loan shall mature and be due and payable in full on the original Maturity Date.

ARTICLE 3 RESERVES

3.1 Reserves. Lender shall hold back from disbursement of the Loan amounts sufficient to initially establish the Contingency Reserve, the Interest Reserve, the Marketing Reserve and the Operating Reserve as unfunded accounts under this Agreement. No interest shall accrue or be payable to Lender by Borrower on any amounts in such Contingency Reserve, Interest Reserve, the Marketing Reserve or Operating Reserve prior to the disbursement of Loan Funds therefrom. If the Contingency Reserve or the Interest Reserve account shall be entirely disbursed, but the costs or expenses for which such Reserve has been established shall not have been fully paid and provided for, Lender shall have the right to hold back from any further disbursement of other Loan Funds an amount sufficient to re-establish such Reserve (in Lender's reasonable judgment) in amounts sufficient to provide for such unpaid costs and expenses. If, in making such disbursements and re-establishing such Reserve, the Loan is no longer "in balance" as required by Section 2.5, Borrower shall deposit additional funds with Lender pursuant to Section 6.32. Lender shall have no obligation to disburse Loan Funds in the Contingency Reserve, the Interest Reserve, the Marketing Reserve or the Operating Reserve (i) if an Event of Default has occurred and is continuing hereunder, or (ii) for any other purposes or to any other Person other than for which such Reserve was established. If the amount in the Contingency Reserve is in excess of the amount reasonably anticipated to be required to pay the costs for which such Contingency Reserve was established, Borrower may request that Lender re-allocate such Reserve to other Project Costs, which shall be subject to Lender's approval which may be given or withheld in Lender's sole discretion. After Final Payment, any amounts left in the Contingency Reserve shall be added to the Interest Reserve or to the Operating Reserve. It is not the intent to disburse the Contingency Reserve, the Interest Reserve, the Marketing Reserve or the Operating Reserve at the opening of the Loan, but rather amounts held in such Reserves shall be disbursed from time to time as required in increments as needed to satisfy the item for which such Reserve has been established; provided, however, if an Event of Default has occurred and is then continuing, Lender may disburse any Reserve in its discretion for the payment of the Loan, any costs associated with the Loan, including Lender's attorneys' fees, or to any Project Cost, as Lender may decide in its sole discretion. Borrower hereby grants to Lender a first security interest in the Reserves. Notwithstanding the foregoing, at any time after

Substantial Completion, Lender may, in its sole discretion, advance Loan Funds in the aggregate amount of the unfunded Interest Reserve and unfunded Operating Reserve into a funded escrow account and disburse such funds to or for the benefit of Borrower to pay debt service on the Loan and/or operating deficits of the Premises; after such advance, interest shall accrue and be payable to Lender on such amount disbursed to such escrow. Following Substantial Completion, Borrower shall use all Gross Income to pay debt service due and payable on the Note and all Operating Expenses of the Premises prior to any disbursement from the Interest Reserve, the Operating Reserve or such funded reserve account revenue is insufficient and, to the extent such to pay interest due and payable on the Note, Lender may disburse funds from the Interest Reserve, Operating Reserve or such funded escrow account pursuant to the terms of this Agreement.

3.2 Required Reserve Accounts. As provided in Section 3.1, the following Reserves shall be held back from the disbursement of Loan Funds, and shall be disbursed by Lender from Loan Funds for the following purposes, and as otherwise as provided in this Agreement:

- (a) Contingency Reserve. The amount approved by Lender to defray unforeseen Project Costs arising out of the Project (“Contingency Reserve”), the disbursement of which is subject to the approval of Lender; and
- (b) Interest Reserve. The initial sum of \$1,500,000.00 to pay the interest accruing on the Loan (“Interest Reserve”).
- (c) Marketing Reserve. The initial sum of \$3,000,000.00 to pay marketing and advertising expenses in connection with the Project (the “Marketing Reserve”).
- (d) Operating Reserve. The initial sum of \$6,683,469.00 to make debt service payments due on the Loan and to defray operating deficits in connection with the Project (“Operating Reserve”).

3.3 Disbursement of Interest Reserve. The Interest Reserve will be disbursed directly to Lender on a monthly basis as interest on the Note becomes due and payable and Lender is automatically authorized to draw upon the Interest Reserve each month in the amount of accrued interest then due and payable without the requirement of an Application for Payment or other draw certification by Borrower. If the Interest Reserve shall be entirely disbursed and Lender has not required Borrower to re-establish the Interest Reserve with additional Required Equity, Borrower shall be responsible for payment of all accrued interest thereafter due on the Note.

3.4 Disbursements of Operating Reserve. In the event that Gross Income is insufficient to pay debt service and Operating Expenses, so long as no Event of Default has occurred and is then continuing, Borrower may request Advances of the amounts remaining in the Operating Reserve to pay Principal and Interest due on the Loan and the Operating Expenses of the Project.

3.5 Disbursements of Marketing Reserve. Subject to satisfaction of the terms and conditions set forth in Articles 7 and 8 of this Agreement, Borrower may request Advances of

the amounts remaining in the Marketing Reserve to pay marketing and advertisement costs of the Project.

3.6 Replacement Reserve. Commencing on March 1, 2023 and on the first (1st) day of each calendar month thereafter, Borrower shall deposit \$2,500 with Lender (or a bank designated by Lender so long as Lender has a first perfected security interest in such account) as a repair and replacement reserve (the “Replacement Reserve”) to defray the costs of any necessary repairs, replacements and capital improvements at the Premises (“Replacement Costs”).

The funds in the Replacement Reserve shall be disbursed to Borrower upon Lender’s receipt of reasonably satisfactory evidence that Borrower has expended such sums for, or a request from Borrower for Lender to directly pay from such Replacement Reserve, Replacement Costs. Such amounts shall be held in an interest-bearing account and all interest shall be added to the Replacement Reserve. So long as no Event of Default has occurred and is then continuing hereunder or under any other Loan Document, the Replacement Reserve is to be held by Lender for the purposes of providing a source of funds for the payment of Replacement Costs, subject to the following terms and conditions:

- (i) Provided Borrower has satisfied the conditions set forth in the following subparagraph (ii), Borrower shall be entitled to a disbursement of the Replacement Reserve or such portion thereof for which Borrower has qualified at any time from and after the date hereof; provided that Lender shall not be required to make any disbursement from the Replacement Reserve more often than once in any calendar month;
- (ii) Upon receipt by Lender of a written request signed by Borrower, together with evidence reasonably satisfactory to Lender of the completion of such work in a good and workmanlike manner, and together with invoices for the payment of the expenses therefor, Lender shall disburse the portion of the Replacement Reserve for which Borrower has qualified to the party indicated on the request therefor, within ten (10) Business Days after receipt of such request and information; and
- (iii) The Replacement Reserve is hereby pledged as additional security for the Borrower’s obligations under the Note and the other Loan Documents, shall be held for the purposes set forth in this Section 3.6, may be held by Lender and shall not be subject to the decision or control of Borrower, except as specifically provided herein. Lender shall not be liable for any act or omission made or taken in good faith in the disbursement or failure to disburse the Replacement Reserve. In making any payments, Lender may rely on any statement, bill or estimate delivered to it by Borrower without inquiry into the validity or accuracy of the same.

ARTICLE 4
INSURANCE

4.1 Insurance.

- (a) Prior to the Closing Date, Borrower shall obtain and shall thereafter continuously maintain thereafter or shall cause Operating Lessee and/or General Contractor to obtain and continuously maintain thereafter, the following Insurance Policies:

Builder's Risk Insurance – At all times following Commencement of Construction and prior to Final Completion, Builder's Risk Insurance written on a completed value basis in an amount equal to the full replacement cost of the Improvements, other than design costs, footings and foundations, underground utilities and site work, but including FF&E, supplies and materials furnished at the date of completion with coverage available on the so-called non-reporting “all risk” form of policy, including ordinance or law coverage, equipment breakdown coverage and coverage against collapse, transit coverage and water damage, including a full installation floater to insure all materials owned by Borrower and stored on or off the site but not yet part of the permanent installation with standard non-contributing mortgagee clauses.

Contractor's Liability – At all times following Commencement of Construction and prior to Final Completion, Contractor's Commercial General Liability Insurance including coverage for bodily injury, property damage, personal injury, contractual liability, independent contractors, products-completed operations liability (to be maintained for two years after Final Completion), with severability of interests and with combined single limit and general aggregate coverage of at least \$1,000,000 for each occurrence and with at least \$2,000,000 annual aggregate, which limits shall be on a “per project” basis.

Workers' Compensation and Employer's Liability. Workers' Compensation insurance written to cover claims under worker's compensation, disability benefits and other similar claims arising from employees in an amount equal to the statutory limit in the state where the Premises are located and Employer's Liability insurance with minimum coverage limits for bodily injury by accident in the amount of \$1,000,000 for each accident and minimum coverage limits for bodily injury by disease in the amount of \$1,000,000 for each employee, and any additional insurance required in the General Contract.

CGL. Commercial general public liability insurance (including product liability, completed operations, contractual liability, broad form property damage, personal injuries, including death resulting therefrom) with limits of at least \$2,000,000 for each occurrence and with \$4,000,000 annual aggregate.

Flood. If applicable, flood insurance in an amount at least equal to the lesser of (i) the full replacement cost of the Project, all Building Systems, and equipment on the Premises, (ii) the outstanding principal amount of the Note, or (iii) the amount approved by Lender.

Excess Liability. Excess Liability insurance that provides excess liability coverage over the Employer's Liability, Commercial General Liability/Contractors Liability and Business Automobile Liability coverage with limits of at least \$5,000,000.

Other. Such other coverages appropriate to the Premises, its location and use as Lender may from time to time reasonably require, such as mine subsidence, sinkhole, personal property supplemental liability, or coverages of other property specific risks.

- (b) Upon Substantial Completion, Borrower shall substitute the following coverages for the insurance in the previous paragraph.

All Risk. All risk/open perils special form property insurance with extended coverages including any building contents, sprinkler coverage, Contingent Operations of Building Laws/Ordinance or Law Endorsement (including demolition cost, loss to undamaged portions of the Premises and increased cost of construction) with limits of 100% replacement cost, other than design costs, footings, foundations, underground utilities and site work, but including FF&E, supplies and materials, and with no co-insurance provision or right of apportionment for partial loss by reason of insufficient coverage, with an agreed amount endorsement in amount acceptable to Lender.

Boiler and Pressure Vessels. If applicable, insurance against loss or damage from (i) leakage of sprinkler systems and (ii) explosion of steam boilers, air conditioning equipment, high pressure piping, machinery and equipment, pressure vessels or similar apparatus now or hereafter installed in any Improvements on the Premises and included broad form boiler and machinery insurance (without exclusion for explosion) covering all boilers or other pressure vessels, machinery and equipment (including electrical equipment, sprinkler systems, heating and air conditioning equipment, refrigeration equipment and piping) located in, on or about the Premises and any improvements thereon in an amount at least equal to the full replacement cost of the Project, the Building Systems and such equipment.

Rents/Income. Rents Loss or Business Interruption insurance covering risk of loss due to the occurrence of any hazards insured against under the required fire and extended coverage insurance in an amount equal to one (1) year's loss of gross income, as such income may change from time to time due to changes in the gross income from the Premises.

Workers' Compensation and Employer's Liability. Workers' Compensation insurance written to cover claims under worker's compensation, disability benefits and other similar claims arising from employees in an amount equal to the statutory limit in the state where the Premises are located and Employer's Liability insurance with minimum coverage limits for bodily injury by accident in

the amount of \$1,000,000 for each accident and minimum coverage limits for bodily injury by disease in the amount of \$1,000,000 for each employee.

CGL. Commercial general public liability insurance (including product liability, completed operations, contractual liability, broad form property damage, personal injuries, including death resulting therefrom) with limits of at least \$1,000,000 for each occurrence and with \$2,000,000 annual aggregate.

Business Automobile Liability. Business Automobile Liability insurance on vehicles operated in connection with the Premises with limits of at least \$1,000,000.

Employee Coverage. Such policies and coverage to insure Borrower, Operating Lessee and their respective employees for medical professional liability, management errors and omissions liability, workers' compensation, crime, employment practices liability relating to Borrower's and/or Operating Lessee's employees, automobile liability, commercial general liability (including personal injury liabilities and contractual liability insurance) and excess liability for claims emanating from negligence of Borrower, Operating Lessee or their employees.

Excess Liability. Excess Liability insurance that provides excess liability coverage over the Employer's Liability, Commercial General Liability and Business Automobile Liability coverage with limits of at least \$5,000,000.

Other. Borrower shall obtain such other coverages appropriate to the Premises, its location and use as Lender may from time to time reasonably require, such as mine subsidence, sinkhole, personal property supplemental liability, or coverages of other property specific risks.

4.2 Insurance Policy Requirements. The maximum deductible on all coverages and policies shall be no greater than \$10,000, unless otherwise approved by Lender. The insurance carrier must be rated A, Class X, or better, by A.M. Best's Rating Service, unless otherwise approved by Lender. Such insurance policies shall be written on forms and with insurance companies having such ratings and being reasonably satisfactory to Lender and Lender's insurance consultant, shall be in amounts sufficient to prevent Borrower from becoming a co-insurer of any loss thereunder, shall insure Lender as a first mortgagee, loss payee and certificate holder on all property and business interruption/loss of rents coverage under a standard mortgagee clause and a lender's loss payable endorsement with a severability of interest clause and shall name Lender as an additional insured and certificate holder on all required liability coverages and policies. All binders, certificates of insurance, and original or certified copies of policies must name Borrower as a named insured, or as an additional insured, must include the complete and accurate property address and must bear the original signature of the issuing insurance agent. Prior to the Closing Date and within thirty (30) days prior to the expiration of any such policy, Borrower shall deliver original policies of the insurer evidencing the renewal of such insurance or certificates of insurance in form satisfactory to Lender, together with evidence of the payment of current premiums therefor. Such policies or certificates shall provide the

agreement by the insurer or insurers therein to give Lender not less than thirty (30) days' prior written notice (or 10 days prior written notice for non-payment of premium) of any intention to cancel or modify such coverages. Any vacancy, change of title, tenant occupancy or use, physical damage, additional improvements or other factors affecting any insurance contract must be reported to Lender immediately. An original or a certified copy of each policy or a certificate evidencing such renewal is required to be delivered to Lender upon renewal. If no such copy is available, Lender will accept a binder for a period not to exceed ninety (90) days. No such insurance policies shall contain any exclusion for acts of terrorism.

4.3 Collection of Proceeds. Borrower shall cooperate, and shall cause General Contractor to cooperate, with Lender in obtaining for Lender the benefits of any Insurance Policies or other proceeds payable to it under such Insurance Policies and shall pay all reasonable expenses of Lender in participating in any loss adjustments (including the payment by Borrower of the expense of an independent appraisal on behalf of Lender, if reasonably necessary to facilitate adjustment of a loss).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

In order to induce Lender to enter into this Agreement and to make the Loan, Borrower hereby represents and warrants to Lender as follows:

5.1 Legal Status of Borrower. Owner is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is duly qualified to transact business in the State of Maryland, Operating Lessee is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is duly qualified to transact business in the State of Maryland, and Borrower has all power, authority, permits, consents, authorizations and licenses necessary to carry on its business, to construct, equip, own and operate the Project and to execute, deliver and perform this Agreement and the other Loan Documents to which Borrower is a party; all consents required of the ownership of Borrower necessary to authorize the execution, delivery and performance of this Agreement and of the other Loan Documents which have been or are to be executed by and on behalf of Borrower have been duly adopted and are in full force and effect; and this Agreement and such other Loan Documents have been duly authorized, executed and delivered by and on behalf of Borrower and are the valid and binding obligations of Borrower, enforceable in accordance with their respective terms.

5.2 Validity of Loan Documents. The Loan Documents grant to Lender a valid and enforceable first lien and security interest in the Project, subject only to the Permitted Exceptions.

5.3 Priority of Lien on Personalty. No chattel mortgage, bill of sale, equipment lease, security agreement, financing statement or other title retention agreement (except those executed in favor of Lender) has or will be executed with respect to any Personalty used in conjunction with the construction, repair, operation or maintenance of the Project or the Premises.

5.4 Conflicting Transactions of Borrower. The consummation of the transactions hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under the Organizational Documents, any mortgage, deed of trust, lease, loan or credit agreement, or other instrument to which Borrower is a party or by which it may be bound or affected.

5.5 Legal Status of Individual Guarantor. Individual Guarantor is a citizen of the United States of America, is of legal age and is under no legal disability, and has all power, authority, capacity and legal right necessary to carry on his business, to execute, deliver and perform the Loan Documents to which Individual Guarantor is a party; and each Loan Document to which Individual Guarantor is a party has been duly executed and delivered by Individual Guarantor so as to constitute the valid and binding obligations of Individual Guarantor, enforceable in accordance with their respective terms.

5.6 Pending Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Borrower threatened, against or affecting Borrower, Guarantor or the Premises, or involving the validity or enforceability of any of the Loan Documents or the priority of the lien thereof, at law or in equity or before or by any Governmental Authority, except actions, suits and proceedings which are fully covered by insurance or which, if adversely determined would not substantially impair the ability of Borrower or Guarantor to perform each and every one of its or his obligations under and by virtue of the Loan Documents; and to Borrower's knowledge neither Borrower, nor Guarantor is in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority.

5.7 Violations of Governmental Law, Ordinances or Regulations. Borrower has no knowledge of any violations or notices of violations of any federal or state law or municipal ordinance or order or requirement of the State in which the Premises are located or any municipal department or other Governmental Authority having jurisdiction affecting the Premises or the Project, which violations in any way relate to or affect the Premises or the Project. No filing with or further approval, authorization, consent or other order of any governmental authority, legislative body, board, agency or commission not heretofore made or obtained is legally required for the transactions contemplated by the Loan Documents.

5.8 Anti-Terrorism Regulations. None of Borrower, Guarantor, any Affiliate thereof, nor any person owning an interest therein is a "Special Designated National" or "Blocked Person" as those terms are defined by OFAC.

5.9 Compliance with Governmental Requirements. To the best of Borrower's knowledge, the Plans and Specifications, the Work and the construction pursuant thereto and the use of the Premises contemplated thereby comply and will comply with all Governmental Requirements, Environmental Laws, equal employment regulations, any private covenants affecting the Premises and the Project, and appropriate supervising boards of fire underwriters and similar agencies and all Approvals to the construction of the Improvements have been obtained.

5.10 Availability of Utilities. All utility services necessary for the proper operation of the Premises for their intended purposes are available at the Premises, or will be made available to the Premises prior to completion of construction of the Improvements, at standard utility rates and hook-up charges, including water supply, storm and sanitary sewer facilities, energy and communications facilities.

5.11 Permits and Approvals. All Permits and Approvals required for the construction of the Improvements have been obtained from the Governmental Authorities, or will be obtained from Governmental Authorities upon routine application therefor, and evidence thereof has been or will be delivered to Lender.

5.12 Governmental Fees. All due and payable fees, assessments, or other charges required by Governmental Authorities as conditions to the Commencement of Construction of the Project have been paid in full or will be paid in full prior to the date such amounts are due and payable.

5.13 Condition of Premises. The Premises are not now damaged or injured as a result of any fire, explosion, accident, flood, water, wind or other casualty, or subject to any condemnation action or exercise of eminent domain by a Governmental Authority.

5.14 Plans and Specifications. The Plans and Specifications have been submitted for approval by all Governmental Authorities. Borrower has provided Lender with a current set of Plans and Specifications, construction drawings and all Approvals for their review and approval prior to the closing of the Loan. It is understood that such review and approval is solely for the purpose of Lender's underwriting requirements and such review shall not be construed as a review of suitability, merchantability, fitness, compliance with Governmental Requirements or otherwise and may not be relied upon by Borrower or any other person or entity. Except for Minor Changes, no changes are to be made in the Plans and Specifications as so approved without Required Approvals. The Plans and Specifications take into account the recommendations, if any, made for the Project pursuant to the Engineering Studies.

5.15 Construction Contracts. From and after the execution and delivery thereof, each Construction Contract will be in full force and effect with no default thereunder and Borrower will perform its obligations thereunder and cause General Contractor and each Subcontractor to perform their respective obligations thereunder. As part of each Application for Payment, Borrower will promptly furnish, or will cause General Contractor to promptly furnish, the Lender with the complete list of all Subcontractors or entities which Borrower or General Contractor, as applicable, proposes to engage to furnish Labor and/or Materials in constructing the Improvements and will from time to time furnish Lender with true copies of all Major Contracts.

5.16 Architect's Contract. The Architect's Contract is in full force and effect with no default thereunder and Borrower will perform its obligations thereunder and cause Architect to perform its obligations thereunder.

5.17 Brokerage Commissions. Borrower has not engaged the services of any Broker in connection with the Loan. No Commissions are due in connection with the transactions contemplated hereby. Borrower agrees to and shall indemnify, defend and hold Lender harmless from any liability, claims or losses arising by reason of any Broker claiming a Commission due in connection with the Loan. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims or losses exists.

5.18 Prior Work. Commencement of Construction of the Project has not occurred. Prior to commencing any Work on the Project Borrower agrees to comply with all requirements that Title Company may impose or require as a condition to issuing Lender full first lien coverage over mechanic liens arising from the Work.

5.19 Environmental Impact Statement. No environmental impact statements or studies have been required by any Governmental Authority in connection with the construction of the Project.

5.20 Access. The Premises directly front on a publicly maintained road or street and have legal access to the same through governmentally approved curb cut permits.

5.21 Hazardous Substances. To the best of its knowledge following due inquiry as a duly diligent property owner, and except as disclosed by the Environmental Audit delivered to Lender, (i) the Premises has been and is free from contamination by Hazardous Substances except for immaterial quantities of substances customarily and prudently used in the cleaning and maintenance of the Premises in accordance with any applicable law, (ii) no release of any such Hazardous Substance has occurred on or about the Premises, (iii) the Premises currently complies, and will comply based on its anticipated use, with all current Environmental Laws, (iv) all necessary notices have been filed and all required permits, licenses and other authorizations have been obtained, for the use of the Premises as a substance abuse disorder and behavioral health treatment facility, including those relating to the generation, treatment, storage, disposal or use of Hazardous Substances, (v) there is no present, past or threatened investigation, inquiry or proceeding relating to the environmental condition, or to events on or about, the Premises, (vi) there are no underground storage tanks currently existing on the Premises, and there have not been any underground storage tanks on the Premises, and (vii) Borrower has not received nor does it have any knowledge of any summons, citation, directive, letter or other communication, written or oral, from any local, state or federal governmental agency concerning (A) the existence of Hazardous Substances on the Premises or in the immediate vicinity, (B) the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto the Premises or into waters or other lands or (C) any violation of Environmental Laws.

5.22 Flood Plain. No portion of the Improvements are located on or to be located on the Premises have been determined by the Federal Emergency Management Agency ("FEMA") to be in a Flood Plain Zone.

5.23 Status of Borrower. Neither Borrower nor any Person with a controlling interest in Borrower (if an entity) is insolvent (as such term is defined in Section 101(32) of the Bankruptcy Code, as amended) and will not be rendered insolvent (as such term is defined in Section 101(32) of the Bankruptcy Code, as amended) by execution of this Agreement, the Note, the Deed of Trust or any other Loan Documents or consummation of the transactions contemplated thereby.

5.24 Margin Stock. Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System) and no proceeds of the Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

5.25 Licenses. To the best knowledge of Borrower, the General Contractor and the Architect each holds a valid professional license as a contractor or architect, as applicable,, where required as a condition to performing its duties.

5.26 Purchase of Materials Under Conditional Sales Contract. No Materials or any other part of the Improvements or articles of Personalty to be placed in the Project by Borrower, have been or will be purchased or installed under any security agreement, equipment lease, title retention agreement or other arrangements wherein the seller or any other party reserves or purports to reserve the right to remove or to repossess any such items or to consider them personal property after their incorporation in the Work unless authorized by Lender in writing.

5.27 Property Management Agreement. As of the Closing Date, Borrower has not entered into any agreement relating to the management of the Project.

5.28 Operating Lease and Leases.

(a) As to the Operating Lease (i) Borrower is the absolute owner of the same with full right and title to assign the same; (ii) there are not now and will not in the future be any outstanding assignments or pledges of the same other than in connection with the Loan; (iii) there are not now any existing defaults under the provisions of the Operating Lease on the part of any party to the Operating Lease; (iv) the Operating Lease is in full force and effect and has not been amended or modified in any respect and all obligations on the part of Borrower under the Operating Lease have been or will be fully complied with; (v) to Borrower's knowledge, Operating Lessee has performed its obligations under the Operating Lease which are required to be performed as of the date hereof and has no defenses, setoffs, or counterclaims against Borrower; (vi) the Operating Lease constitutes the entire agreement between the Operating Lessees and Borrower with respect to the occupancy of the Premises; and (vii) to Borrower's actual knowledge, all Commissions due any Broker or leasing agent for procuring the Operating Lease or the renewal or extension thereof have been paid in full and as to any future Lease will be paid in full.

(b) As to each Lease (other than the Operating Lease) (i) Operating Lessee is now or will upon execution be the absolute owner of the same with full right and title to assign the same; (ii) there are not now and will not in the future be any outstanding assignments or pledges of the same other than to Lender in connection with the Loan; (iii) there are not now any existing defaults under the provisions of any Lease on the part of any party to the Leases; (iv) all obligations on the part of the landlord under any Lease(s) to construct, alter or pay for any improvements on the portion of the Premises leased to such Tenant have been fully complied with; (v) to Borrower's actual knowledge, no Tenant has any defenses, setoffs, or counterclaims against Borrower or against Operating Lessee; (vi) the Leases constitute the entire agreement between the respective Tenants and Operating Lessee with respect to the occupancy of that portion of the Premises covered thereby; and (vii) to Borrower's actual knowledge, all Commissions due any Broker or leasing agent for procuring any Lease or the renewal or extension thereof have been paid in full and as to any future Lease will be paid in full.

5.29 Financial Statements. The financial statements of Borrower, Guarantors and the Premises previously or hereafter delivered to Lender fairly and accurately present, or will fairly and accurately present, the financial condition of Borrower, Guarantors and the Premises, as the case may be, as of the dates of such statements, and neither this Agreement nor any document, financial statement, financial or credit information, rent roll, certificate or statement referred to herein or furnished to Lender by Borrower, Guarantors and the Premises contains, or will contain, any untrue statement of a material fact or omits, or will omit, a material fact, or is or will be misleading in any material respect. Since the date of the most recent of such financial statements of Borrower and Guarantors, there has been no Material Adverse Change as to any such Person.

5.30 Budget. To the knowledge of Borrower, after due inquiry, all costs incurred or to be incurred by Borrower in connection with the Project, including without limitation, all costs reasonably expected to be incurred by Borrower pursuant to the General Contract, are shown on the Budget.

5.31 ERISA Plan. Borrower has no ERISA Plan.

5.32 Anti-Corruption Laws; Anti-Terrorism Laws.

(a) The Borrower and its officers and employees and, to the knowledge of the Borrower, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. Neither the Borrower nor any of its directors, officers or employees is a Sanctioned Person. The Loan, the use of the proceeds of the Loan and the other transactions contemplated hereby will not violate Anti-Corruption Laws or applicable Sanctions.

(b) Neither the making of the Loan hereunder nor the use of the proceeds thereof will violate the PATRIOT Act, the Trading with the Enemy Act, 12 U.S.C. §§ 95a-95b and 50 U.S.C. App. §§ 1-44, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as

amended) or any enabling legislation or executive order relating thereto or successor statute thereto. The Borrower is in compliance in all material respects with the PATRIOT Act.

5.33 Certificate of Beneficial Ownership. The Certificate of Beneficial Ownership executed and delivered to Lender on or prior to the date of this Agreement, as updated from time to time in accordance with this Agreement, is accurate, complete and correct as of the date hereof and as of the date any such update is delivered.

5.34 Licensing.

- (a) Borrower has or will obtain or will cause Operating Lessee to obtain within ninety (90) days following the Completion Date, but in no event beyond ninety (90) days following Final Completion, all Licenses necessary to use, occupy or operate the Project for its intended use including as a substance use disorder and behavioral health treatment facilities (such Licenses being in Borrower's and in any event in the names of the Persons required by the applicable Governmental Authorities), and all such Licenses are or will remain in full force and effect. Borrower will provide Lender with complete and accurate copies of all Licenses obtained from the applicable Governmental Authorities. The use and intended use of the Premises as a substance use disorder and behavioral health treatment facilities is, or will be, in conformity with all certificates of occupancy and Licenses and any other restrictions or covenants affecting the Premises.
- (b) Neither the execution nor delivery of this Agreement, the Note, the Deed of Trust, nor any other Loan Document, Borrower's performance under the Loan Documents, nor the recordation of the Deed of Trust, nor the exercise of any remedies by Lender pursuant to the Loan Documents, at law or in equity, will adversely affect the Licenses or the application process therefor.

THE WARRANTIES AND REPRESENTATIONS IN THIS ARTICLE 5 AND ANY ADDITIONAL WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN AND IN THE OTHER LOAN DOCUMENTS SHALL BE DEEMED TO HAVE BEEN RENEWED AND RESTATED BY BORROWER AT THE TIME OF EACH REQUEST BY BORROWER FOR AN ADVANCE OF LOAN FUNDS.

ARTICLE 6 COVENANTS OF BORROWER

While this Agreement is in effect, and until Borrower has paid in full the Principal Balance, accrued interest and other charges due to Lender hereunder and under the other Loan Documents to which Borrower is a party and until Lender has no further obligation to make any Advance, Borrower agrees to comply with, observe and keep the following covenants and agreements:

6.1 Site. Borrower holds and shall continue to hold good and marketable, fee simple title to the Premises subject only to the Permitted Exceptions and shall execute and deliver or cause to be executed and delivered such instruments as may be required by Lender and Title Company to provide Lender with a valid first lien on and security interest in the Premises subject only to the Permitted Exceptions.

6.2 Start of Work. Borrower shall Commence Construction of the Project by not later than April 30, 2022. Borrower shall diligently and continuously pursue construction of the Project to Substantial Completion by not later than the Completion Date and to Final Completion by not later than the Final Completion Date and supply such moneys and perform such duties as may be necessary to complete the construction of the Project pursuant to the Contract Documents and in full compliance with all terms and conditions of this Agreement, the Construction Progress Schedule and the Loan Documents, without Liens, claims or assessments (actual or contingent) asserted against the Premises for any material, labor or other items furnished in connection therewith, and all in full compliance with all Governmental Requirements and evidence of satisfactory compliance therewith which Borrower will provide to Lender upon written request therefor by Lender. Borrower agrees to indemnify, defend and hold Lender harmless for, from and against any claimed or threatened Lien against the Premises.

6.3 Plans and Specifications. Borrower assumes full responsibility for the compliance of the Plans and Specifications for the Project with all Governmental Requirements and with all covenants, conditions, restrictions and requirements applicable to the Project, and with sound building and engineering practices, and, notwithstanding any approvals by Lender, Lender shall not have any obligation or responsibility whatsoever for the Plans and Specifications or any other matter incident to the Project or the construction of the Improvements. Borrower shall correct or cause to be corrected (a) any defect in the Improvements, (b) any departure in the construction of the Improvements from the Approved Plans or Governmental Requirements, and (c) any encroachment by any part of the Improvements on any building line, easement, property line or restricted area. Borrower shall cause all roads, drive aisles and other off-site work necessary for the utilization of the Project for its intended purposes to be completed and dedicated (if dedication thereof is required by any Governmental Authority), the bearing capacity of the soil on the Land to be made sufficient to support the Improvements, and sufficient local utilities to be made available to the Project and installed at costs (if any) set out in the Sworn Construction Cost Statement on or before the Completion Date. An Advance of any Loan Funds shall not constitute a waiver of Lender's right to require compliance with this Section 6.3.

6.4 Contest of Impositions, Liens and Levies. Except for Permitted Exceptions, the Deed of Trust and the Assignment of Leases and Rents, Borrower shall keep the Premises free from any Lien, mortgage, deed of trust encumbrance, judgment, security agreement, equipment lease agreement, financing arrangement or title retention agreement. Upon the assertion of a claim of Lien or the filing of a Lien against the Premises, Borrower shall cause the same to be discharged and removed within thirty (30) days following Borrower's receipt of notice of the assertion or filing thereof, provided Borrower shall not be required to pay, discharge or remove any Lien so long as Borrower shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the Lien so

contested and the sale of the Premises, or any part thereof, to satisfy the same and the existence of such Lien shall not delay or hinder the construction of the Improvements and provided that Borrower shall have given such security as may be demanded by Lender and Title Company to protect the Premises and Lender's interest therein, if any such Lien is determined adverse to such interests. Borrower shall promptly after final determination of the validity of any such Lien, pay the amount adjudicated to be due, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions Borrower shall (and if Borrower shall fail so to do, Lender, may but shall not be required to) pay any such Lien notwithstanding such contest if in the reasonable opinion of Lender, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed or construction of the Project is delayed or hindered.

6.5 Surveys. On or prior to the Closing Date, Borrower shall furnish to Lender a copy of a current land survey of the Land prepared by a reputable, registered land surveyor, certified and prepared in form and substance satisfactory to Lender and Title Company and other interested parties and otherwise complying with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted in 2021 by the American Land Title Association and the National Society of Professional Surveyors, including the Table A items required by Lender and certifying the description of the Premises (including the appurtenant easements) showing all encroachments onto or from the Premises, spotting the proposed Improvements, showing access rights, easements or utilities, rights of way affecting the Premises, showing all setback requirements upon the Premises, showing any existing improvements, showing matters affecting title, and such other items as Lender may reasonably request. Such Survey shall show the location of the proposed Improvements. Upon Lender's request, after the foundation walls for the Improvements are completed, Borrower shall promptly furnish Lender with three copies of the survey revised to show the location of the foundations and certifying that the foundations are within the boundary lines of the Premises and the building restriction lines, if any, and that the Improvements do not encroach upon any set back easement, utility or right of way. Upon completion of construction, Borrower shall provide three copies of the Survey recertified "as built".

6.6 Title Insurance. Borrower shall furnish Lender with a fully paid Title Policy written by Title Company in the full Loan amount, in form and substance satisfactory to Lender. The Title Policy shall insure that marketable, fee simple title to the Land is vested in Borrower, free from exceptions for mechanic's and supplier's liens, naming Lender as an insured and insuring that the Deed of Trust is a valid first lien in the full amount of the Loan subject only to the Permitted Exceptions and containing such endorsements as Lender may require. Prior to the First Construction Advance and any subsequent Advance, the Title Policy shall be dated down and endorsed with respect to such Advance. Borrower shall pay all costs and expenses of each such endorsement.

6.7 Loan Documents. On or prior to the Closing Date, Borrower shall cause the Loan Documents to be executed and delivered to Lender.

6.8 Other Documents. From time to time upon request by Lender, Borrower shall furnish Lender with copies of such other documents, instruments or materials as may be reasonably required by Lender, if any.

6.9 Restrictions on Transfer. Borrower may not effect or permit a Transfer other than a Permitted Transfer without the prior written consent of Lender.

6.10 Application of Loan Funds. Except as provided herein, Borrower shall use the Loan Funds solely for the purpose of financing the acquisition of the Land, paying Project Costs, funding Reserves and paying such incidental costs relative to the construction and operation of the Project as may be approved from time to time in writing by Lender, and in no event may Borrower use any of the Loan Funds for personal or other purposes.

6.11 Expenses. Borrower shall pay all costs, fees, expenses, and other expenditures paid or incurred by Lender to third parties incident to this Agreement or any other Loan Document (including without limitation, attorneys' fees and expenses in connection with the negotiation, preparation, and execution hereof and of any other Loan Document and any amendment hereto or thereto, any release hereof, any consent, approval or waiver hereunder or under any other Loan Document, and the closing, disbursement, administration, and collection of the Loan, and any suit to which Lender is a party involving this Agreement or any other Loan Document, costs of the Inspecting Architect, costs of title insurance, transfer taxes, license and permit fees, recording expenses, costs of surveys, intangible taxes, appraisal fees and Lender's internal appraisal review fees, expenses of collection and foreclosure and similar items) or incident to the enforcement of this Agreement or any other Loan Document or the exercise of any right or remedy of Lender hereunder or thereunder. Lender shall have the right, without any obligation to do so, to advance to itself from the Loan Funds amounts necessary to pay all such costs, expenses, and fees of Lender and any of Borrower's obligations due or to become due to Lender under this Agreement or any other Loan Document.

6.12 Right of Lender to Inspect Premises. Borrower shall permit Lender and Title Company and their representatives and agents, upon reasonable notice, to enter upon the Premises and to inspect the Work and all Materials to be used in construction of the Project and to cooperate and cause the Contractors to cooperate with Lender, Inspecting Architect, Title Company and their representatives and agents during such inspections; provided, however, that this provision shall not be deemed to impose upon Lender or Title Company any duty or obligation whatsoever to undertake such inspections, to correct any defects in the Work or to notify any person with respect thereto. Notwithstanding the foregoing, Borrower shall be responsible for making inspections as to the Work during the course of construction and shall determine to its own satisfaction that the Work done or Materials supplied by the Contractors and all Subcontractors have been properly supplied or done in accordance with the applicable contracts. Borrower will indemnify, defend and hold Lender harmless from, and Lender shall have no liability or obligation of any kind to Borrower, any third parties or creditors of Borrower in connection with any defective, improper or inadequate workmanship or materials brought in or related to the Work, the Project or the Premises or any Liens arising as a result of such workmanship or materials. Upon Lender's written request, Borrower shall replace or cause to be replaced any such Work or Material found to be defective. Such inspections are solely for the

purpose of Lender's underwriting requirements and such review shall not be construed as a review of suitability, merchantability, fitness, compliance with Governmental Requirements or otherwise and may not be relied upon by Borrower or any other person or entity.

6.13 Books and Records. Borrower shall set up and maintain accurate and complete books, accounts and records pertaining to the Premises and the Project, including working drawings, in a manner reasonably acceptable to Lender. Lender, Title Company and Inspecting Architect shall have the right at all reasonable times to inspect, examine and copy all books and records of Borrower relating to the Premises and to the Project, and to, upon reasonable notice enter and have free access to the Premises and the Improvements and to inspect all Work done, Labor performed, Materials and Building Systems furnished in or about the Project. Any such inspection is solely for the purpose of Lender's underwriting requirements and such review shall not be construed as a review of suitability, merchantability, fitness, or compliance with Governmental Requirements or otherwise and may not be relied upon by Borrower or any other person or entity.

6.14 Reserved.

6.15 Correction of Defects. Borrower shall from time to time promptly correct or cause the Contractors to correct any defects in the Work or any departure from the Plans and Specifications not previously approved by Lender. An Advance of any Loan Funds shall not constitute a waiver of Lender's right to require compliance with this covenant.

6.16 Sign Regarding Construction Financing. Borrower shall allow Lender, at Lender's cost and expense, to erect and maintain at a suitable site on the Premises a sign indicating that construction financing is being provided by Lender and to publicize Lender's financing role, subject to any applicable municipal ordinances.

6.17 Additional Documents. Borrower shall furnish to Lender all instruments, documents, initial surveys, footing or foundation surveys, certificates, plans and specifications, appraisals, financial statements, title and other insurance reports and agreements and each and every other document and instrument required to be furnished by Borrower, hereunder, all at Borrower's expense; shall assign and deliver to Lender such documents, instruments, assignments and other writings, and to do such other acts necessary or desirable to preserve and protect the Collateral at any time securing or intended to secure the Note, as Lender may reasonably require in writing; and shall do and execute all and such further lawful and reasonable acts, conveyances and assurances for the carrying out of the intents and purposes of this Agreement, as Lender shall reasonably require in writing from time to time.

6.18 Construction Contracts. To the extent not furnished to Lender on or prior to the Closing Date, Borrower shall furnish to Lender, prior to the First Construction Advance, copies of the General Contract and all Major Contracts entered into as of such date (and thereafter, prior to any Advance related thereto, Borrower shall furnish Lender with copies of any Major Contracts entered into following the Closing Date). Borrower shall take all appropriate action with respect to any default by the other party to any of the Construction Contracts; shall not waive any of the obligations of the parties thereunder; and shall do no act which would relieve

such parties from their obligations thereunder. Other than Minor Changes, without the prior written consent of Lender, Borrower shall not make or permit General Contractor to make amendments to such contracts, nor enter into Change Orders or extras nor permit any change to the Scope of the Work, nor authorize any Contractor to proceed with any work not authorized by an executed Change Order. Borrower shall allow all Major Contracts to be subject to the approval of Lender for its underwriting purposes.

6.19 Architect's Contract. Prior to the Closing Date, Borrower shall furnish Lender with the Architect's Contract. Borrower shall take all appropriate action with respect to any default by Architect under the Architect's Contract; shall not waive any of the obligations of the Architect thereunder; and shall do no act which would relieve Architect from its obligations thereunder. Other than Minor Changes, without the prior written consent of Lender, Borrower shall not amend the Architect's Contract, or permit any change to the Scope of the Work. Borrower shall allow Lender to take advantage of all the rights and benefits of the Architect's Contract upon any Event of Default by Borrower; and shall submit evidence to Lender that Architect will permit Lender to acquire Borrower's interest in the Architect's Contract without additional charge or fee beyond payment of the then unpaid Architect's fee for work actually performed to such date, should an Event of Default occur hereunder.

6.20 Compliance with Governmental Requirements; Licenses. To the extent not already obtained, Borrower shall obtain (and provide a copy to Lender) all required Approvals and Permits for the completion of the Work in a timely fashion so that the lack of any Approval or Permit does not interfere with the timely commencement and completion of the Work. Borrower shall comply with and shall require the Contractors to comply with all Governmental Requirements and all rules, regulations, ordinances and laws bearing on the conduct of the Work and the Improvements, including the requirements of any insurer issuing coverage on the Project and the requirements of any supervising boards of fire underwriters or similar agencies. Borrower will maintain all Licenses necessary to use, occupy or operate the Premises for their intended use as a substance use disorder and behavioral health treatment facility (such Licenses being in the name of Operating Lessee, and in any event in the names of the Persons required by the applicable Governmental Authorities), and all such Licenses will remain in full force and effect. Borrower will and shall cause Operating Lessee to at all times maintain records reasonably sufficient to demonstrate compliance with the provisions of this Section.

6.21 Opinions of Counsel. On or prior to the Closing Date, Borrower shall furnish such opinions of counsel as Lender may reasonably require in connection with the matters contemplated by this Agreement.

6.22 Reserved.

6.23 Loan Fee. On or prior to the Closing Date, Borrower shall pay the Loan Fee to Lender.

6.24 Financial Information. Borrower shall provide, or cause Guarantors to provide, to Lender current financial information regarding Borrower, General Contractor and Guarantors as Lender may reasonably require. During the term of the Loan, Borrower shall provide, or

cause Guarantors to provide, to Lender the Required Financial Reports not later than the respective dates specified therefor in the definition of Required Financial Reports. In the event Borrower fails to furnish, or fails to cause Guarantors to furnish, any such statements when due and such failure continues for thirty (30) days after written request to Borrower, the same shall be an Event of Default and in addition to any other remedies available to Lender, Lender may cause an audit to be made of the respective books and records at the sole cost and expense of Borrower. Lender also shall have the right to examine at their place of safekeeping at reasonable times upon reasonable notice all books, accounts and records relating to Borrower, Guarantors or the Premises. The books of account and all other records relating to, or reflecting the operation of, Borrower or the Premises shall be kept at Borrower's executive office at the address set forth in Section 12.12 hereof, and the books of account for Guarantors shall be kept at his primary residence, and such information and documentation shall be made available to Lender on reasonable notice and its representatives at all reasonable times for examination, audit, inspection and transcription. Other than in connection with an examination, audit or inspection during an Event of Default or by reason of Borrower's or Guarantors' failure to provide financial statements, as provided above, the costs of such examinations shall be at Lender's expense. Upon the taking of possession of the Premises by Lender or upon the appointment of a receiver for the Premises, all books and records shall be turned over to Lender to insure the orderly continuance of the operation of the Project.

6.25 Material Effect. Borrower will transmit to Lender, promptly, upon receipt thereof, any communication which could materially affect Lender's security for the Loan or have a material adverse effect on the Project or the financial condition of Borrower or Guarantors and will promptly respond fully to any inquiry of Lender made with respect thereto.

6.26 Operating Leases.

(a) Borrower will, at its own cost and expense, use commercially reasonable efforts and its best business judgment to perform, comply with and discharge all of the obligations of Borrower under the Operating Lease and use all reasonable efforts to enforce or secure the performance of each obligation and undertaking of the Operating Lessee under the Operating Lease and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with Borrower's interest in the Operating Lease. Borrower shall not accept any installment of rent for more than one (1) month in advance of its due date, nor execute any mortgage or deed of trust or create or permit a lien which may be or become superior to the Operating Lease, nor permit a subordination of the Operating Lease to such mortgage, deed of trust or lien other than the lien of the Deed of Trust. Borrower will not borrow against or pledge or assign the rents from the Operating Lease.

(b) All Leases shall be on Borrower's or Operating Lessee's standard lease form, as approved by Lender, without any material changes thereto and are to be subordinate to the Deed of Trust, unless otherwise determined by Lender. Borrower will cause Operating Lessee to, at its own cost and expense, use commercially reasonable efforts and its best business judgment to perform, comply with and discharge all of the material obligations of Operating Lessee, as landlord, under any Lease and use all

reasonable efforts to enforce or secure the performance of each obligation and undertaking of the Tenant under any Lease and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with Operating Lessee's interest in any Lease. Borrower shall not accept any installment of rent for more than one month in advance of its due date, nor execute any mortgage or deed of trust or create or permit a lien which may be or become superior to any such Lease, nor permit a subordination of any Lease to such mortgage, deed of trust or lien other than the lien of the Deed of Trust. Borrower will not borrow against or pledge or assign the rentals from any Lease without the prior consent of Lender.

(c) Subject to Privacy Laws, Borrower shall, on written request by Lender, furnish to Lender, a fully executed copy of each Lease entered into by Borrower or Operating Lessee, together with all exhibits and attachments thereto and all amendments and modifications thereof.

6.27 ERISA Plan. Borrower shall not adopt or become subject to any ERISA Plan.

6.28 Updated Appraisals. Borrower agrees that Lender shall have the right to obtain, at Borrower's expense, an updated Appraisal setting forth the Appraised Value of the Project as of the date of such Appraisal from an appraiser selected by Lender at any time (a) that an Event of Default shall have occurred and be continuing hereunder, (b) an Appraisal is required by then current banking regulations or regulatory requirements applicable to Lender's participant banks, (c) Lender determines in good faith that the security for the Loan has been physically or financially impaired in any material manner, or (d) Borrower requests an extension of the original Maturity Date pursuant to Section 2.6 of this Agreement. In the event that Lender shall elect to obtain such an Appraisal, Lender may immediately commission an appraiser acceptable to Lender to prepare such Appraisal and Borrower shall fully cooperate with Lender and the appraiser in obtaining the necessary information to prepare such Appraisal. In the event that Borrower fails to cooperate with Lender in obtaining such an Appraisal or in the event that Borrower shall fail to pay for the cost of such Appraisal within ten (10) days after written demand, such event shall constitute an Event of Default hereunder and Lender shall be entitled to exercise all remedies available to it hereunder.

6.29 Distributions to Members of Borrower. Borrower shall not declare or pay any distributions or dividends or purchase, redeem or otherwise acquire for value any member's interest in Borrower (i) if any such action would cause Borrower to be in Default, (ii) at any time an uncured Default exists or an Event of Default has occurred and is then continuing, (iii) if any distribution or dividend would cause the Loan to constitute a high volatility commercial real estate exposure pursuant to Part 217 of Chapter II of Title 12 of the Code of Federal Regulations, (iv) prior to the date that the Loan achieves Permanent Loan Status, or (v) if the Debt Service Coverage Ratio is less than 1.25 to 1.00. Borrower further acknowledges and agrees that all capital contributed to the Project or internally generated by the Project will remain in the Project until the earlier of (A) the date the Loan is indefeasibly paid in full and Lender has no further obligation to make Advances to Borrower or (B) the date that the Loan achieves Permanent Loan Status.

6.30 Removal of Personalty. Borrower shall not remove any item of Personalty or FF&E which is subject to the security interest in favor of Lender, or permit any such item to be removed, at any time from the Premises unless the removed item is consumed or sold in the usual and customary course of operating the Improvements or removed temporarily for maintenance or repair or, if removed permanently, replaced by an article of equivalent suitability and use and of not materially less value and which is owned by Borrower outright free of any lien, security interest or lease purchase financing arrangement other than those permitted by Lender pursuant to the terms of this Agreement.

6.31 Indebtedness. Other than the Loan and ordinary trade payables issued in connection with the Project, which shall be paid in the ordinary course of business prior to the due date thereof, Borrower shall not be liable for any indebtedness for borrowed money.

6.32 Balancing the Loan. Borrower shall furnish to Lender, as and when required by Lender, at Lender's option (a) satisfactory evidence that the Loan is in balance as required by Section 2.5 or to the extent required by Section 2.5, within ten (10) days following demand on Borrower, and in any event prior to the next Advance if sooner, deposit such cash as may be required to bring the Loan into balance with Lender or in the Construction Escrow Account, which shall be held and advanced by Lender or Disbursing Agent as Required Equity pursuant to the terms hereof, or (b) satisfactory evidence of Borrower's ability to pay all unpaid costs of completing the Project.

6.33 USA Patriot Act. Borrower shall not and shall not allow Guarantor or any Person owning an interest in Borrower to (i) conduct any business or engage in any transaction relating to any property blocked pursuant to Executive Order No. 13224, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the PATRIOT Act or any other anti-terrorism law, or (iii) become a "Special Designated National" or "Blocked Person" as those terms are defined in OFAC. Borrower shall deliver to Lender any certification or other evidence requested by Lender, confirming Borrower's compliance with this Section.

6.34 Compliance with Anti-Corruption Laws. Borrower and Guarantors will, and will cause their respective Affiliates and agents to comply in all material respects with all Laws to which it may be subject including all Anti-Corruption Laws and applicable Sanctions. Borrower must deliver to Lender any certification or other evidence requested from time to time by Lender in its discretion, confirming compliance with this Section.

6.35 Certificate of Beneficial Ownership and Other Additional Information. Upon request, Borrower shall provide to Lender: (i) confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership provided to Lender; (ii) a new Certificate of Beneficial Ownership, in form and substance acceptable to Lender, when the individual(s) to be identified as a Beneficial Owner have changed; and (iii) such other information and documentation as may be reasonably requested by Lender from time to time for purposes of compliance by Lender with applicable laws (including, without limitation, the PATRIOT Act and any other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by Lender to comply therewith.

6.36 Operating the Project.

(a) Borrower and Operating Lessee will operate the Premises for their intended use as a substance use disorder and behavioral health treatment facility and will, subject to Privacy Laws, provide to Lender's reasonable satisfaction, all of the facilities, services, staff, equipment and supplies required or normally associated with a typical high quality treatment facility.

(b) Borrower and Operating Lessee will operate the Premises in a manner such that all applicable Licenses now or hereafter in effect will remain in full force and effect. Borrower and Operating Lessee will not (i) transfer any License (or any rights thereunder) to any location other than the Premises, (ii) pledge any License (or any rights thereunder) as collateral security for any other loan or indebtedness, (iii) terminate any License or permit any License not to be renewed or reissued as applicable, (iv) rescind, withdraw, revoke, amend, supplement, modify or otherwise alter the nature, tenor or scope of any License, or (v) permit any License to become the subject of any downgrade, revocation, suspension, restriction, condition or probation (including without limitation any restriction on new admissions or residents).

(c) Borrower and/or Operating Lessee will maintain and implement all compliance and procedures policies as may be required by any applicable Healthcare Laws or Governmental Authority. Upon request by Lender, Borrower will provide Lender with copies of Borrower's and/or Operating Lessee's compliance manuals, if any, or other reasonably appropriate documentation which evidences such compliance, to the extent required by any applicable Healthcare Laws or Governmental Authority, or as maintained by Operating Lessee in the ordinary course of its business.

(d) At all times, Borrower and Operating Lessee (as required) shall have and maintain all Licenses and Permits required to operate the Premises for all of their intended uses including but not limited to as a substance use disorder and behavioral health treatment facility. At all times Borrower and Operating Lessee shall operate the Premises in compliance with all requirements and regulations with respect to all intended uses for the Premises including but not limited to as a senior living facility for the elderly with memory care units.

6.37 Property Management Agreement. Borrower shall not execute any agreement relating to the management of the Project without the prior written consent of Lender.

ARTICLE 7
CONDITIONS PRECEDENT TO AN ADVANCE
AND POST-CLOSING REQUIREMENTS

7.1 Conditions Precedent to Closing and the First Advance. Lender shall not be required to make the First Advance hereunder until all applicable requirements, conditions and other requirements set forth below have been completed and fulfilled to the reasonable satisfaction of Lender, at Borrower's sole cost and expense. It is agreed, however, that Lender may, in its sole and absolute discretion, make the First Advance prior to completion and fulfillment of any or all of such requirements and conditions, without waiving its right to require

such completion and fulfillment before any additional Advances are made. It shall be a condition precedent to the First Advance and any subsequent Advance that:

- (a) Title. Marketable fee simple title to the Land shall be vested in Owner, subject only to Permitted Exceptions. The Deed of Trust, the Assignment of Leases and Rents, and the Financing Statements shall have been duly recorded in such offices as may be required to create a valid and binding, enforceable first lien against the Premises, subject only to Permitted Exceptions. The Title Policy shall have been issued insuring Lender to that effect. The Title Policy shall not be subject to any lien or encumbrance other than Permitted Exceptions and shall include such endorsements as may be reasonably required by Lender.
- (b) Closing Documents. The Closing Documents shall have been duly executed and delivered to Lender (other than the Loan Documents required to be delivered by Borrower to Lender prior to the First Construction Advance pursuant to Section 7.2) and shall be in full force and effect with no default thereunder.
- (c) Representations and Warranties. The representations and warranties in Article 5 hereof and in the other Loan Documents shall be true and correct in all material respects on and as of the date of each Advance.
- (d) Covenants. Borrower shall be in compliance with all of the covenants in Article 6 hereof and the other Loan Documents to the extent applicable and as of the date of each Advance.
- (e) Budget. Borrower shall have submitted to Lender and Title Company an updated Budget in form and substance acceptable to Lender.
- (f) Broker Fees. All Commissions due any Broker have been paid.
- (g) Loan Fee. Lender shall have been paid the Loan Fee.
- (h) Appraisal. Lender shall have been provided an Appraisal acceptable to Lender.
- (i) Searches. Borrower shall provide UCC, judgment, bankruptcy and tax lien searches from the appropriate state and county offices and from the Office of the Secretary of State of Delaware covering the name of Borrower and from the appropriate state and county offices covering the name of Guarantor.
- (j) No Default or Event of Default. No Default or Event of Default has occurred and is continuing under this Agreement or any other Loan Document.
- (k) Disbursing Agreement. The Disbursing Agreement shall have been executed and delivered and Borrower shall have satisfied all of the conditions thereunder for an Advance.

- (l) Certificate of Beneficial Ownership; USA Patriot Act Diligence. Lender shall have received an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

7.2 Conditions Precedent to First Construction Advance. Lender shall not be required to make the First Construction Advance or any subsequent Advance hereunder until the requirements of Section 7.1 and all applicable requirements, conditions and other requirements set forth below have been completed and fulfilled to the reasonable satisfaction of Lender, at Borrower’s sole cost and expense. It is agreed, however, that Lender may, in its sole and absolute discretion, make the First Construction Advance and any subsequent Advances prior to completion and fulfillment of any or all of such requirements and conditions, without waiving its right to require such completion and fulfillment before any additional Advances are made. It shall be a condition precedent to the First Construction Advance and any subsequent Advance that:

- (a) Required Equity. All of the Required Equity required to the date of the Advance shall have been used to pay Project Costs or deposited into the Construction Escrow Account.
- (b) Loan in Balance. Borrower shall have provided Lender and/or Title Company with evidence, acceptable to Lender that (a) Borrower has deposited the Required Equity or paid, in cash, costs of the Project shown on the Sworn Construction Cost Statement and the Budget approved by Lender equal to at least the Required Equity and (b) the Loan is in balance as of such date as required by Section 2.5. Notwithstanding any provision of this Agreement or of the Disbursing Agreement to the contrary, in the event that Lender, Disbursing Agent or Borrower determines that the Loan is no longer “in balance”, as required by Section 2.5, it shall notify the other party hereto of such determination, and until the Loan is brought back into balance by Borrower, as required by Section 6.32, Lender may, at its option, suspend making further Advances.
- (c) Representations and Warranties. The representations and warranties in Article 5 hereof and in the other Loan Documents shall be true and correct in all material respects on and as of the date of each Advance.
- (d) Covenants. Borrower shall be in compliance with all of the covenants in Article 6 hereof and the other Loan Documents to the extent applicable and as of the date of each Advance.
- (e) No Default or Event of Default. No Default or Event of Default has occurred and is continuing under this Agreement or any other Loan Document.

- (f) Inspecting Architect. The Inspecting Architect shall have reviewed and approved the Contract Documents, provided a written report regarding the same to Lender, and Lender shall have reviewed and approved said written report.
- (g) Sworn Construction Cost Statement. Borrower shall have submitted to Lender and Title Company an updated Sworn Construction Cost Statement certified by Borrower and General Contractor in form and substance acceptable to Lender. From time to time if the Project Costs change or the Scope of the Work changes, or if Lender requests in writing, Borrower shall furnish to Lender any amendments or additions to the original statement as so submitted, each in form and substance acceptable to Lender.
- (h) Contracts and Consents. (1) Borrower shall have provided to Lender and Inspecting Architect a fully executed copy of the General Contract and (2) Borrower shall have provided to Lender consents, in form and substance acceptable to Lender, to the Assignment of Plans, Contract Documents and Intangibles executed by General Contractor and Architect.
- (i) Permits and Approvals. All Required Approvals and Permits shall have been obtained without conditions (other than as may be satisfied by the Work).

7.3 Conditions Precedent to Any Advance. It shall be a condition precedent to any future Advance that all of the items set forth on Exhibit D attached hereto have been satisfied by the respective dates shown thereon. In the event any of the items set forth on Exhibit D have not been completed by the respective dates shown, a Default shall have occurred hereunder.

ARTICLE 8 METHODS OF DISBURSEMENTS OF LOAN FUNDS

8.1 Procedure. Provided the conditions precedent to an Advance are satisfied, not more often than monthly, Borrower may submit an Application for Payment requesting an Advance to pay approved Project Costs shown on the Sworn Construction Cost Statement and the Budget and actually incurred in the construction of the Project as incurred to date less the amount of all previous Advances for the same. Borrower may request an Advance only for (i) Direct Costs for Labor and Materials incorporated in the Improvements and, if approved by Lender, to be incorporated in the Project and which satisfy the requirements of subparagraph (b)(x) below; and (ii) Indirect Costs. Each Advance for Direct Costs is to be reduced by the Retainage which shall be retained and shall be paid at such time as the conditions of this Agreement for disbursement of the Final Payment in Article 9 are satisfied. No Retainage shall be deducted from the payment of Indirect Costs. Without the prior written consent of Lender, which may be given or withheld in its sole discretion, no Advance may be made for a Line Item in excess of the aggregate amount as shown in the Line Item breakdown in the Sworn Construction Cost Statement and the Budget. All disbursements shall be made first out of Required Equity. Each Application for Payment shall be submitted to Lender at least ten (10) Business Days prior to the date on which an Advance is requested. Each Application for

Payment shall clearly set forth the amounts due to Borrower and to each Contractor out of the requested Advance and, unless waived by Lender in its sole discretion, shall be accompanied by:

- (a) As to all Direct and Indirect Costs:
 - (i) An updated owner's cost statement disclosing the name of each person, corporation or other entity which has a Contract or Subcontract under which payment may be required for any Work done, Material supplied or services furnished in connection with acquiring, constructing, financing, equipping and/or developing the Project, including project managers, architects, engineers and surveyors, and the amount of such contract, the amount paid to date, the amount being requested, and the balance due;

- (b) As to each Direct Cost:
 - (i) An Application for Payment (and supporting schedules).
 - (ii) An updated Sworn Construction Cost Statement identifying all Subcontractors and Suppliers, the contract amounts, the amounts paid to date, the amounts being requested and the balance due, including any changes, modifications or amendments from a prior Sworn Construction Cost Statement.
 - (iii) An updated Budget for the Project.
 - (iv) Upon request of Lender or Disbursing Agent, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence reasonably required by Lender or Disbursing Agent to demonstrate that cash disbursements already made by Borrower, General Contractor on account of the cost of the Work equals or exceeds (1) progress payments already received by Contractors less (2) that portion of those payments attributable to General Contractor's Fee.
 - (v) Certification by General Contractor that the Work for which payment is being sought has been completed in accordance with the Contract Documents and all applicable Permits.
 - (vi) A conditional lien waiver (conditioned only upon payment to the General Contractor of the amount requested) from General Contractor in the total amount of the progress payment being requested by General Contractor.
 - (vii) An Unconditional Lien Release from each Subcontractor with respect to all Work, if any, paid through the date of the previous Application for Payment for which payment was made.

- (viii) To the extent not previously delivered in connection with a previous Application for Payment (a), a detailed written description and copies of all Change Orders and other modifications issued through the date of the Application for Payment and (b) a complete list of all Major Subcontractors and true, correct and complete copies of all Major Subcontractors.
- (ix) For submission to Lender only, a report from Lender's Inspecting Architect approving the Work done to date and (a) confirming the progress of the Work done to date, (b) that construction has been completed in a good and workmanlike manner and in accordance with the Contract Documents and (c) agreeing with the percentage of completion stated in the Application for Payment.
- (x) For submission to Lender only, in the case of Materials delivered to, stored on and not yet incorporated in the Improvements (or suitably stored in a bonded warehouse), provided, however, that the aggregate amount of Advances for such Materials stored and not yet incorporated in the Project does not exceed \$1,000,000 at any time:
 - (a) the Contractor's certification that it holds good, marketable title to the Materials and which title shall pass to Borrower on payment to the Contractor of the Advance;
 - (b) delivery in the name of Borrower to the Project (or into a bonded warehouse with prepaid storage fees with warehouseman's receipt delivered to Lender) in undamaged condition conforming to the approved Plans and Specifications and in a condition which is ready for immediate installation or adequate storage at the Project;
 - (c) evidence of appropriate insurance coverage insuring Borrower's interest in the Materials while in storage and naming Lender as mortgagee/loss payee;
 - (d) evidence that Lender has a first security interest in all such stored Materials.
- (c) As to each Indirect Cost:
 - (i) A statement or invoice for the cost or service rendered and such other supporting evidence as Lender may require to substantiate the payment requested; and
 - (ii) If requested by Lender or Title Company, an Unconditional Lien Release from each Contractor and Subcontractor with respect to all Indirect Costs, if any, paid through the date of the Application for Payment, for which payment was previously made.

- (d) As to FF&E:
 - (i) A statement or invoice for the acquisition of FF&E and such other supporting evidence as Lender or Disbursing Agent may require to substantiate the payment requirements; and
 - (ii) A detailed accounting of each disbursement to pay FF&E costs during the previous month, if any, showing the FF&E ordered, acquired or installed, invoices or purchase orders for all such FF&E and canceled checks or other evidence satisfactory to Lender to substantiate such FF&E costs.

Provided the conditions of this Agreement are met on the date of an Advance and upon advice from the Disbursing Agent that it is satisfied that the requirements of the Disbursing Agreement are met, Lender shall advance, or authorize the disbursement of any remaining amounts in the Construction Escrow Account, to Disbursing Agent to pay the reimbursable Project Costs set forth in the Application For Payment but excluding the Retainage hereinbefore specified. The Loan Funds shall bear interest from and after the date of an Advance provided that in the event Disbursing Agent shall fail to disburse any Advances within five (5) Business Days after an Advance, either Borrower or Lender may request Disbursing Agent to return said Advance to Lender and interest on such Advance shall abate from and after the date of such return.

8.2 Disbursing Agreement. All Advances shall be disbursed pursuant to the Disbursing Agreement and shall be secured by the Loan Documents.

8.3 Disbursement for Approved Project Costs Only. No disbursement will be made for costs other than Project Costs set forth in the approved Budget and then not to exceed the Line Items set forth therein.

ARTICLE 9 DISBURSEMENT OF RETAINAGE

9.1 Disbursement of Subcontractor's Retainage. At Borrower's request, but subject to Lender's reasonable discretion, Lender shall disburse the Retainage due a Subcontractor under its Subcontract for the Work completed on its Subcontract upon satisfaction of the following conditions, unless waived by Lender in its sole discretion:

- (a) Lender having received satisfactory evidence of the final completion of the Work covered by the Subcontract.
- (b) General Contractor shall have provided a written statement certifying that it has accepted the Work and all conditions to be performed by the Subcontractor under the Subcontract have been fulfilled and there is no reason that the Subcontractor shall not be paid in full.
- (c) General Contractor and/or Architect shall certify that final completion of all of the Work to be done under the Subcontract has occurred.

- (d) Lender's Inspecting Architect shall have confirmed final completion of the Work covered by the Subcontract.
- (e) Title Company shall have been furnished with such data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Subcontract.
- (f) General Contractor has delivered to Borrower the Subcontractor's Unconditional Lien Release with respect to all Work executed by each Subcontractor (or General Contractor has delivered to Borrower a bond satisfactory to Borrower, Title Company and Lender to indemnify Borrower, Title Company and Lender against any lien by a Subcontractor not providing such release and waiver).

9.2 Disbursement of General Contractor's Retainage. At no time and in no event shall Lender be obligated to disburse the proceeds of the Loan to pay any remaining Retainage due General Contractor until the following has occurred, unless waived by Lender in its reasonable discretion:

- (a) Final Completion has occurred.
- (b) A final Application for Payment has been issued and approved by Architect.
- (c) General Contractor has delivered to Borrower an Unconditional Lien Release upon Final Payment with respect to the Project executed by each Subcontractor (or General Contractor has delivered to Borrower a bond satisfactory to Borrower, Title Company and Lender to indemnify Borrower, Title Company and Lender against any lien by a Subcontractor not providing such release and waiver).
- (d) General Contractor has delivered to Borrower its Unconditional Lien Release upon Final Payment signed by General Contractor and covering the Project (other than nonconforming work to be corrected as provided in the General Contract).
- (e) General Contractor has delivered complete as-built drawings for the Project to Borrower.
- (f) General Contractor has delivered to Borrower written warranties provided by each Subcontractor, each sub-subcontractor and other third parties for the Project; and the provisions of the General Contract and General Conditions of the General Contract with respect to final payment to General Contractor have been satisfied.
- (g) The total cost to complete all uncompleted Work on the Punch List shall not exceed \$50,000 and 150% of Lender approved cost of the same is deposited with Lender from an Advance of Loan Funds or if Loan Funds are not adequate from Required Equity and such Punch List items shall not prevent the occupancy by

any Tenant or issuance of an unconditional Certificate of Occupancy for the Project and the opening thereof.

- (h) All Project Costs have been paid in full.
- (i) No Event of Default has occurred and is continuing.
- (j) An AIA G704 Certificate of Substantial Completion has been issued for the Project.

ARTICLE 10 EVENTS OF DEFAULT

It shall be an “Event of Default” under this Agreement on the happening and continuation of any of the following events beyond any applicable notice, grace or cure period set forth herein:

10.1 Default Under the Note. Borrower fails to pay any principal, interest or any other payment to Lender hereunder, under the Note or under any other Loan Document when due and payable; or

10.2 Default Under Other Loan Documents. Any event designated as an “Event of Default” occurs under any of the Loan Documents (other than this Agreement); or

10.3 Failure to Complete Construction. Subject to Force Majeure delays, Borrower fails to complete construction of the Improvements within the time limits required by this Agreement; or

10.4 Breach of Representation or Warranty. Any representation or warranty made by Borrower in any of the Loan Documents or this Agreement, or in any report, certificate, financial statement, document or other instrument delivered pursuant to or in connection with this Agreement, is breached by Borrower or proves to be false or misleading in any material respect upon the date when made or deemed to be made or repeated and Borrower fails to take such action as may be required to correct such breach or to make such representation or warranty not false or misleading in all material respects within ten (10) days after notice thereof, or if such representation or warranty does not create a material risk or delay to the timely completion of the Project or a material risk to the Premises or to Lender’s security interest therein and requires the expenditure of time to cure, then for the period of time necessary to cure so long as Borrower promptly commences and diligently pursues such cure but not to exceed thirty (30) days from the date of notice thereof; or

10.5 Filing of Liens Against the Premises. Any Lien is asserted or filed against the Premises, any Lien shall be served on Lender or the commencement of enforcement or foreclosure of any Lien shall occur and such Lien shall not be released or bonded over and enforcement thereof stayed to Lender’s satisfaction within thirty (30) days after the assertion, filing or commencement thereof; or

10.6 Litigation. Any suit is filed against General Contractor, Borrower or Guarantor which (i) creates a stoppage of the Work or enjoins the ongoing construction of the Improvements or (ii) which, if adversely determined, would substantially impair the ability of General Contractor, Borrower or Guarantor to perform its or his respective obligations under the Construction Contracts and/or the Loan Documents, to cause the Work to be Substantially Complete by the Completion Date or cause Final Completion of the Work by the Final Completion Date, and which is not dismissed within forty-five (45) days after its filing; or

10.7 Judgment, Writ, Attachment or Levy. A judgment, writ or warrant of attachment or execution or similar process, levy or seizure is made under any process against Borrower, Guarantor or the Premises and such action shall not be released or bonded over to Lender's satisfaction within thirty (30) days after the assertion or filing thereof; or

10.8 Transfers. A Transfer which is not a Permitted Transfer shall occur; or

10.9 Abandonment. Except by reason of Force Majeure, the Project is abandoned or Work thereon ceases or delays for a period of ten (10) consecutive days, or delays in construction occur or construction is delayed for any period of time for any reason whatsoever which delays can be anticipated to delay the Substantial Completion beyond the Completion Date or the Final Completion beyond the Final Completion Date; or

10.10 Bankruptcy of Borrower. Borrower fails to pay its debts as they become due, or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, or becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, or in any involuntary bankruptcy case commenced against it files an answer admitting insolvency or inability to pay its debts as they become due, or fails to obtain a dismissal of such case within ninety (90) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or a custodian, trustee or receiver is appointed for, or any court takes jurisdiction of its property, or any part thereof, in any voluntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation and such custodian, trustee or receiver is not discharged, or such jurisdiction is not relinquished, vacated or stayed within ninety (90) days of their appointment; or

10.11 Bankruptcy of Guarantor. Guarantor fails to pay his debts as they become due, or makes an assignment for the benefit of his creditors, or admits in writing his inability to pay his debts as they become due, or files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, or becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, or in any involuntary bankruptcy case commenced against him files an answer admitting insolvency or inability to pay his debts as they become due, or fails to obtain a dismissal of such case within ninety (90) days after its commencement or the case is converted from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a

bankrupt or insolvent, or a custodian, trustee or receiver is appointed for, or any court takes jurisdiction of his property, or any part thereof, in any voluntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation and such custodian, trustee or receiver is not discharged, or such jurisdiction is not relinquished, vacated or stayed within ninety (90) days of their appointment, unless within ninety (90) days after such event occurs, Borrower provides a replacement guarantor as guarantor under the Guaranty and as an indemnitor under the Environmental Indemnity acceptable to Lender in Lender's sole discretion; or

10.12 Bankruptcy of General Contractor. General Contractor fails to pay its debts as they become due, or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, or becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, or in any involuntary bankruptcy case commenced against it files an answer admitting insolvency or inability to pay its debts as they become due, or fails to obtain a dismissal of such case within ninety (90) days after its commencement or the case is converted from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or the General Contract is terminated by reason of the bankruptcy of the General Contractor, or is adjudged a bankrupt or insolvent, or a custodian, trustee or receiver is appointed for, or any court takes jurisdiction of its property, or any part thereof, in any voluntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation and such custodian, trustee or receiver is not discharged, or such jurisdiction is not relinquished, vacated or stayed within ninety (90) days of their appointment, unless Borrower has terminated the General Contract with General Contractor and found a replacement general contractor on terms and conditions acceptable to Lender, within ninety (90) days of such filing; or

10.13 Denial of Guaranteed Obligations. Guarantor denies that Guarantor has any liability or obligations under the Guaranty, or shall notify Lender of Guarantor's intention to attempt to cancel or terminate the Guaranty or any other Loan Document, or any Guarantor gives notice to Lender that Guarantor shall not be liable for any future obligations under the Guaranty and a replacement guarantor acceptable to Lender, in its sole discretion, is not substituted as a guarantor under the Guaranty within sixty (60) days after such event occurs; or

10.14 Guarantor's Representations and Warranties. Any material representation or warranty made or deemed to be made by or on behalf of Guarantor in this Agreement, the Guaranty or in any of the other Loan Documents, or in any report, certificate, financial statement, document or other instrument delivered pursuant to or in connection with this Agreement, is breached by Guarantor or proves to be false or misleading in any material respect upon the date when made or deemed to be made or repeated and Guarantor fails to take such action as may be required to correct such breach or to make such representation or warranty not false or misleading in any material respect within thirty (30) days after notice thereof; or

10.15 Invalidation of Loan Documents. Any of the Loan Documents is canceled, terminated, revoked or rescinded by Borrower or Guarantor other than in accordance with the terms thereof or with the express prior approval of Lender, or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents is commenced by

or on behalf of Borrower or Guarantor which is a party thereto or any of their respective stockholders, partners, managers, members or beneficiaries, as applicable, or any court or any other governmental or regulatory authority or agency of competent jurisdiction makes a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

10.16 Required Equity. Borrower fails to deposit Required Equity with the Disbursing Agent or to pay Project Costs from Required Equity at the time required and such failure shall continue for a period of seven (7) Business Days after notice thereof (or in any event prior to the next Advance); or

10.17 Attachment of Advance. Any part of Lender's commitment to make the Advances hereunder is at any time subject or liable to attachment, seizure, garnishment or levy at the suit of any creditor of Borrower or at the suit of any Contractor or creditor of any Contractor and such event is not dismissed within thirty (30) days thereafter or, to the extent Borrower may substitute a bond to bond over such event, an appropriate bond is not posted within thirty (30) days after such attachment, seizure, garnishment or levy and the event dismissed; or

10.18 Destruction. If any part of the Project is materially damaged or destroyed by fire, wind, water or other casualty and (a) within thirty (30) days thereafter the loss shall prove not to be adequately covered by (i) insurance actually collected or in the process of collection and (ii) additional Required Equity funds deposited with Lender or (b) repair and restoration of the Project to its prior condition is not commenced within ninety (90) days following such casualty or (c) Final Completion of the Improvements will not occur by Final Completion Date as to any such casualty occurring prior to the Final Completion Date or within the time period provided in Section 4.4 of the Deed of Trust after any such casualty occurring thereafter or (d) Borrower fails to diligently proceed with any restoration of the Project as required by the Deed of Trust; or

10.19 Eminent Domain. Any portion of the Premises is the subject of condemnation by a Governmental Authority in an eminent domain proceeding or a temporary taking adverse to Borrower (a) that will, in the reasonable judgment of Lender, delay the Substantial Completion of construction beyond the Completion Date or Final Completion beyond the Final Completion Date or prevent the construction of the Project in accordance with the Contract Documents, (b) such that repair and restoration of the Project to its prior condition is not commenced within ninety (90) days following such taking or such repair and restoration is not completed within twelve (12) months after such taking, (c) Borrower fails to diligently proceed with any restoration of the Project as required by the Deed of Trust, or (d) such taking effectively precludes the repair and restoration of the Project for its intended purpose; or

10.20 Change in Borrower Status. Borrower is dissolved, liquidated or wound up or shall fail to maintain its existence as a going concern in good standing; or

10.21 Change in Guarantor's Status. Guarantor is adjudged incompetent or a conservator, custodian or guardian shall be appointed to handle his affairs or Guarantor dies and

a replacement guarantor or replacement collateral acceptable to Lender, in its sole discretion, is not substituted as guarantor under the Guaranty or as replacement collateral, as applicable, within ninety (90) days after such event occurs; or

10.22 Default under Guaranty. Guarantor fails to keep or perform any covenant, undertaking or agreement on his part under the Guaranty or any separate guaranty, indemnity or other surety arrangement given in connection with the Loan is not remedied within sixty (60) days after receipt of written notice to Borrower of such failure or a replacement guarantor acceptable to Lender, in its sole discretion, is not substituted as guarantor under the Guaranty and as an indemnitor under the Environmental Indemnity within sixty (60) days after such failure; or

10.23 Default under Any Major Contract. Borrower fails to meet or perform any covenant, undertaking or agreement of any Major Contract to which it is a party prior to the expiration of any applicable notice, grace or cure period provided for under such Major Contract or any Major Contract is terminated by the applicable Contractor; or

10.24 Other Events of Default. An Event of Default occurs under Sections 6.24, 6.28 or 6.29 or under any provision hereof or in any Loan Document which is specified as being an Event of Default; or

10.25 Real Estate Taxes and Insurance Premiums. Borrower shall fail to pay the real estate taxes, any installment of special assessments, any sales or use tax or any insurance premiums as to the Premises when due and payable; or

10.26 Breach of Covenants. Borrower breaches or fails to perform, observe or meet any covenant or condition of this Agreement (other than as described in Section 10.1 through 10.25) and such breach or failure is not cured within a period of thirty (30) days after notice thereof or if such breach or failure does not create a material risk or delay to the timely construction of the Project, to the Premises or Lender's security interest therein and requires the expenditure of time to cure, then for the period of time necessary to cure so long as Borrower promptly commences and diligently pursues such cure but not to exceed sixty (60) days from the date of notice thereof.

ARTICLE 11 REMEDIES OF LENDER

11.1 Exercises of Rights. Upon the occurrence and during the continuance of any Event of Default, Lender may at its option exercise one or more of the following:

- (a) Acceleration. Accelerate the repayment of the Loan;
- (b) Foreclosure. Exercise any of the various remedies provided in any of the Loan Documents, including the foreclosure of the Deed of Trust and/or the Assignment of Leases and Rents;

- (c) Cumulative Rights. Cumulatively exercise all other rights, options and privileges provided by the Loan Documents or by law;
- (d) Cease Making Advances. Temporarily or permanently cease making Advances and may instruct Disbursing Agent to refrain from making any Advances under the Disbursing Agreement, but Lender may instruct Disbursing Agent to make Advances after the happening of any such event without thereby waiving the right to refrain from making other further Advances or to exercise any of the other rights Lender may have;
- (e) Receiver. Seek the appointment of a receiver to take possession of the Project and to complete and operate the Project;
- (f) Setoff. Set off any sum due to or incurred by Lender against all deposits and credits of Borrower with, and any and all claims of Borrower against, Lender. Such right shall exist whether or not Lender shall have made any demand hereunder or under any other Loan Document, whether or not said sums, or any part thereof, or deposits and credits held for the account of Borrower is or are matured or unmatured, and regardless of the existence or adequacy of any collateral, guaranty or any other security, right or remedy available to Lender. Lender agrees that, as promptly as is reasonably possible after the exercise of any such setoff right, it shall notify Borrower of its exercise of such setoff right; provided, however, that the failure of Lender to provide such notice shall not affect the validity of the exercise of such setoff rights. Nothing in this Agreement shall be deemed a waiver or prohibition of or restriction on Lender to all rights of lien, setoff and counterclaim available pursuant to law.
- (g) Rights to Enter and Complete. Require Borrower to vacate the Premises and Lender may, at its election (whether prior to any foreclosure of the Deed of Trust or during any period of redemption) either through itself, its agents or a receiver appointed by a court of competent jurisdiction:
 - (i) Do all things necessary and spend such sums of money as it deems necessary to protect its interest in the Project and the security afforded the Loan by a completed Project;
 - (ii) Enter into possession;
 - (iii) Perform or cause to be performed any and all Work and labor necessary to complete the Project;
 - (iv) Terminate or assume the General Contract;
 - (v) Employ additional contractors to complete the Work;
 - (vi) Employ security watchmen to protect the Premises;

- (vii) Take such action as necessary to prevent waste;
- (viii) Do all things necessary and spend such sums of money as it deems necessary to comply with, effect a cure under and/or prevent a failure or default under any Lease of the Premises;
- (ix) Do all things necessary and spend such sums of money as it deems necessary to comply with, effect a cure under and/or prevent a failure or default under the Construction Contracts and the Architect's Contract; and
- (x) Do all things necessary and spend such sums of money as it deems necessary to comply with, effect a cure under and/or prevent a failure or default under any other documents affecting the Project or the construction thereof;

and in furtherance thereof Borrower irrevocably, absolutely and unconditionally agrees that Lender may disburse that portion of the Loan not previously disbursed (including any Retainage) and such amounts as Lender may deem necessary or appropriate to complete the Project and to protect the Project and the lien of the Loan Documents and to do all of the things in connection with the Project that Borrower may do in its own behalf and hereby appoints Lender as its attorney in fact to perform the foregoing. It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked by death or otherwise. Said attorney-in-fact shall also have power to prosecute and defend all actions and proceedings in connection with the construction of the Project and to take such action and require such performance as it deems necessary. BORROWER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FAILURE TO COMPLETE THE PROJECT WILL SUBJECT LENDER TO IRREPARABLE HARM AND LOSS INCLUDING THE LOSS OF THE COMPLETED PROJECT AS SECURITY FOR THE LOAN AND EXPRESSLY COVENANTS AND AGREES THAT IT WILL COOPERATE WITH LENDER IN LENDER'S EXERCISE OF ITS REMEDIES HEREUNDER, WILL NOT OBJECT OR CONTEST THE EXERCISE OF LENDER'S REMEDIES HEREUNDER AND EXPRESSLY WAIVES AND RELINQUISHES ANY RIGHT NOW OR HEREAFTER EXISTING AT LAW, IN EQUITY OR BY STATUTE TO OBJECT TO THE EXERCISE BY LENDER OF ALL OR ANY OF THE AFORESAID REMEDIES. BORROWER ACKNOWLEDGES THAT IT IS REPRESENTED BY COUNSEL AND THE REMEDIES HEREIN AND THE CONTENT AND EFFECT OF THIS WAIVER HAVE BEEN FULLY DISCUSSED WITH AND EXPLAINED BY COUNSEL AND EXECUTES AND DELIVERS THIS WAIVER ONLY UPON A FULL UNDERSTANDING OF THE SAME AND THE RIGHTS WAIVED HEREUNDER. BORROWER FURTHER UNDERSTANDS THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT IN RELIANCE UPON THIS WAIVER AND THE RIGHT TO EXERCISE SUCH REMEDIES AND BUT FOR SUCH WAIVER WOULD NOT MAKE THE LOAN.

11.2 Cease Making Advances. In addition to the rights of Lender set forth above, in the event Lender determines that additional Required Equity must be deposited or paid by

Borrower, Lender may suspend making all or any part of any requested Advance until Borrower has deposited such Required Equity or paid Project Costs from Required Equity and provided evidence thereof to Lender.

11.3 Rights Cumulative. No right or remedy by this Agreement or by any Loan Document or instrument delivered by Borrower pursuant hereto, conferred upon or reserved to Lender shall be or is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy or now or hereafter arising at law or in equity or by statute. Except as Lender may hereafter otherwise agree in writing, no waiver by Lender of any breach by or default of Borrower of any of its obligations, agreements or covenants under this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other obligation, agreement or covenant, nor shall any forbearance by Lender to seek a remedy for such breach be deemed a waiver of its rights and remedies with respect to such a breach, nor shall Lender be deemed to have waived any of its rights and remedies unless it be in writing and executed with the same formality as this Agreement.

ARTICLE 12 GENERAL CONDITIONS AND MISCELLANEOUS

12.1 Binding Effect; Waivers; Cumulative Rights and Remedies. Time is of the essence hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns; provided, however, that neither this Agreement nor the proceeds of the Loan may be assigned by Borrower voluntarily, by operation of law or otherwise, without the prior written consent of Lender. No failure on the part of Lender or the holder of the Note to exercise and no delay in exercising any power or right hereunder, under the Note or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on Borrower not required hereunder or under the Note or any other Loan Document shall in any event entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender or the holder of the Note to any other or further action in any circumstances without notice or demand. The rights and remedies of Lender specified in this Agreement shall be in addition to, and not exclusive of, any other rights and remedies which Lender would otherwise have at law, in equity or by statute, and all such rights and remedies, together with Lender's rights and remedies under the other Loan Documents, are cumulative and may be exercised individually, concurrently, successively and in any order.

12.2 Indemnity. Borrower agrees to indemnify and hold harmless Lender and its officers, directors, employees and agents (the "Indemnified Parties") from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Indemnified Parties, in any way relating to or arising out of any investigation, litigation or proceeding concerning or relating to the transaction contemplated by this Agreement or any of the other Loan Documents, or any of them, or any action taken or

omitted to be taken by any Indemnified Party under this Agreement or any of the Loan Documents to which Borrower or Guarantor is a party. Without limitation of the foregoing, Borrower agrees to reimburse the Indemnified Parties promptly upon demand for any out-of-pocket expenses (including counsel fees) incurred by the Indemnified Parties in connection with the preparation, execution, administration or enforcement of, or obtaining legal advice in respect of rights or responsibilities under any of, this Agreement and the Loan Documents to which Borrower or Guarantor is a party. If any indemnity furnished to an Indemnified Party for any purpose shall, in the opinion of Lender, be insufficient or become impaired, Lender may call for additional indemnity and not commence or cease to do the acts indemnified against until such additional indemnity is furnished. BORROWER ACKNOWLEDGES AND CONFIRMS THAT CERTAIN PROVISIONS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS IMPOSE UPON BORROWER CERTAIN OBLIGATIONS AND INDEMNITEES FOR CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF LENDER OR THE OTHER INDEMNIFIED PARTIES.

12.3 Survival. All covenants, agreements, representations and warranties made in this Agreement shall survive the execution of this Agreement, the making of the Advances by Lender, and the execution of the other Loan Documents, and shall continue until Lender receives payment in full of the Principal Balance, interest and other charges due Lender hereunder and under the other Loan Documents and until there is no obligation to make any Advances hereunder, except that the indemnification provisions hereof and of the other Loan Documents shall survive such payment and termination of such obligations.

12.4 Rights of Third Parties. All conditions of the obligations of Lender hereunder are imposed solely and exclusively for the benefit of Lender and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will make or refuse to make Advances in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time if in its sole discretion it deems it desirable to do so. Lender makes no representations and assumes no duties or obligations as to third parties concerning the quality of the construction of the Improvements or the absence therefrom of defects. Borrower agrees to and shall indemnify Lender from any liability, claims or losses resulting from the disbursement of the Loan Funds or from the condition of the Premises whether related to the quality of construction or otherwise and whether arising during or after the term of the Loan made by Lender to Borrower in connection therewith. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of any such liability, claims or losses exists.

12.5 Evidence of Satisfaction of Conditions. Any condition of this Agreement which requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition the existence or non-existence, as the case may be, of such fact or facts, and Lender shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or non-existence at its sole cost and expense except as otherwise expressly provided in the Loan Documents.

12.6 Assignment. Borrower may not assign this Agreement or any of its rights or obligations hereunder, including the right to an Advance, without the prior written consent of Lender. No person other than Borrower shall have the right to enforce any obligation of Lender hereunder. Lender may assign the Loan and its rights and obligations to another lender or to a Person that Lender merges with, is merged into, consolidates with, is consolidated into, or is consolidated into Lender, or who acquires a majority of the assets of Lender or a majority of whose assets are acquired by Lender.

12.7 Successors and Assigns Included in Parties. Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Agreement by or on behalf of Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

12.8 Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

12.9 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof, or any transaction related thereto at the time performance of any such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and such clause or provision shall be deemed invalid as though not herein contained, and the remainder of this Agreement shall remain operative in full force and effect.

12.10 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

12.11 Amendments. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

12.12 Notices. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by (i) personal delivery, (ii) depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or (iii) depositing the same with a reputable private courier or overnight delivery service, in each case addressed as hereinafter provided. Each such notice shall be effective upon (a) immediately upon personal delivery, (b) three (3) days after being deposited in the U.S. Mail, or (c) one (1) Business Day after being deposited with such courier service, provided, however, that the time period within which a response to any such notice must be given shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall

have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Lender shall be addressed as follows:

Colliers Funding LLC
Suite 4300
90 South Seventh Street
Minneapolis, MN 55402
Attn: Loan Servicing Department

With a copy to:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street
Suite 2600
Minneapolis, MN 55402
Attn: Rory O. Duggan, Esq.

Each notice to Borrower shall be addressed as follows:

SKAOS MD LLC
Alpas Wellness La Plata LLC
3265 New Hill Way
Springtown, PA 18081
Attn: Sean Smith

With a copy to:

Jenkins Law Firm LLC
103 Centennial Street, Suite K
La Plata, MD 20646
Attn: Louis P. Jenkins, Esq.

12.13 Governing Law. Notwithstanding the place of execution of this Agreement, the parties to this Agreement have contracted for Minnesota law to govern this Agreement and it is agreed that this Agreement is made pursuant to and shall be construed and governed by the laws of the State of Maryland without regard to the principles of conflicts of law.

12.14 Participation. Lender may in its sole and exclusive discretion issue participations in the Loan and/or assign all or a portion of its obligations to make the Loan to one or more participants in the Loan. Lender may divulge all information received by it from Borrower or any other source, including but not limited to information relating to the Loan, to the Project and to Borrower, to any such participants or other lenders, and Borrower shall cooperate with Lender, at Lender's expense, in satisfying the reasonable requirements of any such participants or other lenders for consummating such a purchase or participation.

12.15 Consent to Jurisdiction. Borrower hereby submits and consents to personal jurisdiction to the courts of the county in which the Premises are located and the courts of the United States of America located in such state for the enforcement of this Agreement and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in such courts. Litigation may be commenced in the state court of general jurisdiction for such counties or the United States District Court located in such state, at the election of Lender. Nothing contained herein shall prevent Lender from bringing any action in any other state or jurisdiction against any other person or exercising any rights against any security given to Lender or against Borrower or Guarantor personally or against any property of Borrower in any other state or jurisdiction. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by Borrower to personal jurisdiction in any such courts. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, Lender, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described or any other jurisdiction, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

12.16 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one Agreement, but in making proof hereof it shall only be necessary to produce one such counterpart. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

12.17 Document Construction. This Agreement has been reviewed by all the parties hereto and incorporates the requirements of such parties. Each party waives the rule of construction that any ambiguities are to be resolved against the party drafting the same and agrees such rules will not be employed in the interpretation of this Agreement.

12.18 Entire Agreement; Modifications and Waivers. This Agreement together with the other Loan Documents constitutes the entire understanding and agreement of Borrower and Lender with respect to the Loan. The Loan Documents supersede all prior negotiations, discussions and agreements with respect to the Loan, may not be contradicted by evidence of any alleged oral agreement, and may not be waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12.19 Waiver. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ANY PARTIES TO THIS AGREEMENT ARE INVOLVED AND WHICH DIRECTLY OR INDIRECTLY IN ANY WAY ARISES OUT OF, IS RELATED TO, OR IS CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

12.20 USA Patriot Act Notice; Compliance. The USA Patriot Act of 2001 (Public Law 107-56) and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an “account” with such financial institution. Consequently, Lender may from time to time request and Borrower shall provide to Lender, Borrower’s address, tax identification number and/or such other identification information as shall be necessary for Lender to comply with federal law. An “account” for this purpose may include, without limitation, a deposit account, cash management service, a transaction or asset account, a credit account, a loan or other extension of credit and/or other financial services product.

12.21 Joint and Several Liability. Each Borrower acknowledges and agrees that it is jointly and severally liable with the other Borrowers for all obligations, liabilities and indebtedness created or arising hereunder or under any other Loan Document and the release or substitution of any other Borrower shall not release or diminish its liability hereunder. Each Borrower agrees that all obligations, liabilities and indebtedness are joint and several and the primary obligations of each of them, enforceable against each Borrower separately or any or all Borrowers collectively, notwithstanding of any right or power of any party to assert any claim or defense as to the invalidity or unenforceability of any such obligations, liabilities and indebtedness. Each Borrower hereby waives any defense it may claim as a guarantor, surety or accommodation party. Lender may, from time to time, without notice to any Borrower, (i) obtain or release any security interest in any property to secure any of such obligations, liabilities and indebtedness; (ii) obtain or release the primary or secondary liability of any party or parties with respect to any of such obligations, liabilities and indebtedness (including, without limitation, the liability of the other Borrower(s)); (iii) extend or renew for any period, alter or exchange any of such obligations, liabilities and indebtedness or release or compromise any of such obligations, liabilities and indebtedness of any obligor with respect to any thereof; or (iv) resort to any or all Borrowers for payment of any such obligations, liabilities and indebtedness whether or not the Lender shall have resorted to any Collateral or to the other Borrower(s) or any other party primarily or secondarily liable with respect to any such obligations, liabilities and indebtedness.

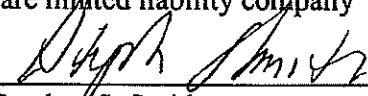
[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused these presents to be executed on the date first above written.

BORROWER:

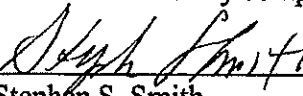
SKAOS MD LLC,
a Delaware limited liability company

By: _____


Stephen S. Smith
Its Managing Member

ALPAS WELLNESS LA PLATA LLC,
a Delaware limited liability company

By: _____


Stephen S. Smith
Its Managing Member

LENDER:

COLLIERS FUNDING LLC,
a Delaware limited liability company

By: _____

Erik Schmitt
Its Senior Vice President

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused these presents to be executed on the date first above written.

BORROWER:

SKAOS MD LLC,
a Delaware limited liability company

By: _____
Stephen S. Smith
Its Managing Member

ALPAS WELLNESS LA PLATA LLC,
a Delaware limited liability company

By: _____
Stephen S. Smith
Its Managing Member

LENDER:

COLLIERS FUNDING LLC,
a Delaware limited liability company

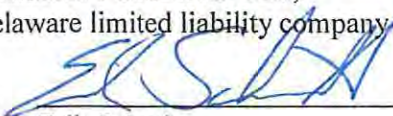
By:  _____
Erik Schmitt
Its Senior Vice President

TABLE OF EXHIBITS

- Exhibit A – Project Budget
- Exhibit B – Reserved
- Exhibit C – Legal Description of Land
- Exhibit D – Post-Closing Requirements
- Exhibit E – Reserved
- Exhibit F - Form of Draw Request Certification
- Exhibit G – Construction Progress Schedule

Exhibit A

Project Budget

[attached hereto]

Alpas Wellness Center

La Plata, Maryland

Project Budget - Source & Use of Funds

		<u>Project Budget</u>
Facility Costs		
Acquisition Cost		16,000,000
Total Acquisition Costs		<u>16,000,000</u>
Construction Costs		
Renovation/Conversion Buildout		4,230,000
FF&E		2,340,000
Contingency		300,000
Total Construction Costs		<u>6,870,000</u>
Indirect Costs		
Predevelopment Costs Paid to Date		3,200,000
Pre-Opening / Branding		4,079,031
Startup/Working Capital Reserve		6,683,469
Marketing Reserve (c)		3,000,000
Interest Reserve		1,500,000
Real Estate Taxes/Insurance		719,000
Professional Fees		86,000
Financing/Closing Costs		500,000
Total Indirect Costs		<u>19,767,500</u>
Total Project - Use of Funds		<u><u>42,637,500</u></u>
Source of Funds:		
CF First Deed of Trust Loan	69.9%	29,800,000
Sellers Notes	4.7%	2,000,000
Borrower Equity (d)	<u>25.4%</u>	<u>10,837,500</u>
Total Source of Funds	<u>100.0%</u>	<u><u>42,637,500</u></u>

Exhibit B

List of Plans and Specifications

[attached hereto]

Exhibit C

Legal Description

1014 Washington Avenue
Tax Map 33, Grid 10, Parcel 494
Tax Map 33, Grid 8, Parcel 521
1st Election District
Town of La Plata
Charles County, Maryland

RECORD LEGAL DESCRIPTION (Per Title Commitment File No. 21-61)

All those lots, pieces, parcels or subdivision of lands lying and being in the First Election District of Charles County, Maryland, and more particularly described as follows:

Residue containing 3.76 acres, more or less, as shown on Plat entitled "WELL LOT, TOWN OF LA PLATA", duly recorded among the Plat Records of Charles County, Maryland, in Plat Liber 50, folio 30; and as shown on plat entitled "OFFSITE EASEMENTS AND RESIDUE, WASHINGTON SQUARE PHASE I", duly recorded as aforesaid in Liber 51, folio 10. Being Tax ID Number 01-014234.

AND

120' ROW containing 1.0163 acres, more or less, as shown on Plat entitled "WELL LOT, TOWN OF LA PLATA", duly recorded among the Plat Records of Charles County, Maryland, in Plat Liber 50, folio 30; and as shown on plat entitled "OFFSITE EASEMENTS AND RESIDUE, WASHINGTON SQUARE PHASE I" duly recorded as aforesaid in Liber 51, folio 10. Being Tax ID Number 01-064568.

NEW LEGAL DESCRIPTION(S)

BEING two (2) parcels of land, lying and being in the First Election District of Charles County, Maryland, said parcels being all of the conveyance from Brel, LLC, a Maryland limited liability company, to Family of Care Real Estate Holding Company, Inc., a Maryland corporation, by deed dated November 25, 2014 and recorded among the Land Records of Charles County, Maryland in Liber SLH 8760, Folio 119 and being furthermore described by metes and bounds referenced to the Maryland State Plane Coordinate System NAD 83/2011 as now surveyed and described;

PARCEL ONE - ALSO KNOWN AS RESIDUE 3.76 AC. (50:30):

BEGINNING for the same at an iron rod set on the East side of Washington Avenue, a 60-foot public right of way, said point marking the South West corner of the property now being described and a point lying on the line of the conveyance from U.S. Bank National Association to Maryana Investments, LLC by deed dated February 3, 2011 and recorded among the Land

Records of Charles County, Maryland in SLH 7419, Folio 344, thence leaving said Maryana property (7419/344) and running with said road the following two (2) courses

1. North 12°18'28" East, 65.23 feet to an iron rod set at a point of tangential curvature, thence
2. 362.09 feet along the arc of curve deflecting to the left, having a radius of 2,522.29 feet and a chord bearing and distance of North 08°11'27" East, 361.78 feet to an iron rod set at a point of non-tangency, said point also lying on Parcel Two, a/k/a 120' R/W (8760/119), thence leaving Washington Avenue and running with said 120' R/W the following two (2) courses
3. North 48°12'01" East, 40.23 feet to an iron rod set, thence
4. South 87°48'38" East, 231.43 feet to an iron rod found, said point marking the North East corner of the property now being described and the North West corner of the conveyance from Brel, LLC a Maryland limited liability company, to the Town of La Plata, a municipal corporation of the State of Maryland, by deed dated January 6, 2015 and recorded among the aforesaid Land Records in Liber SLH 8829, Folio 95, thence leaving said 120' R/W and running with said Town of La Plata property the following two (2) courses
5. South 03°08'06" East, 100.00 feet to an iron rod found, thence
6. South 87°48'38" East, 100.00 feet to an iron rod found, said point lying on the line of the conveyance from Consolidated Rail Corporation, a Pennsylvania corporation, to New York Central Lines, LLC, a Delaware limited liability company, by deed dated June 1, 1999 and recorded among the aforesaid Land Records in Liber DGB 2885, Folio 456, thence leaving said Town of La Plata property and running with said New York Central Lines property
7. South 03°08'06" East, 312.32 feet to an iron rod found, said point marking the South East corner of the property now being described and the North East corner of the conveyance from Ronald E. Washington and Mary L. Byers to Casey J. Clair, by deed dated November 15, 2021 and recorded among the aforesaid Land Records in Liber SLH 12262, Folio 70, also shown on Plat Book 51, Plat 140 and known as Lot 4, thence leaving New York Central Lines property and running with the aforesaid Lot 4, and Lot 3 of Plat Book 51, Plat 140, said Lot 3 being the conveyance from Homecroft Development Corporation, a Delaware corporation, to Patrick J. Heneghan and Martha A. Heneghan by deed dated June 28, 2002 and recorded among the aforesaid Land Records in Liber RAD III 3634, Folio 384 and also running with the Maryana property (7419/344)
8. South 86°54'30" West, 449.83 feet to an iron rod set, passing over an iron rod found at 183.41 feet and an iron rod found at 204.49 feet, to the point of beginning, containing 160,708 square feet or 3.69 acres of land.

PARCEL TWO – ALSO KNOW AS 120’ R/W (50:30):

BEGINNING for the same at an iron rod set on the East side of Washington Avenue, a 60-foot public right of way, said point marking the North West corner of the property now being described and lying on the dedication line as shown on Plat Book 51, Plat 10, thence leaving Washington Avenue and running with said dedication line

1. South 89°49'56" East, 5.00 feet to an iron rod set, passing over at 4.19 feet, the South West corner of the conveyance from Darjon, LLC, a Maryland limited liability company to YBN Enterprises, LLC, a Maryland limited liability company, by deed dated September 12, 2005 and recorded among the aforesaid Land Records in Liber RAD III 5446, Folio 739, also shown on Plat Book 52, Plat 200 as Parcel A, thence leaving said dedication and running with said YBN Enterprises property (5446/739) the following two (2) courses
2. South 43°49'17" East, 41.67 feet to an iron rod found, thence
3. South 87°48'38" East, 320.25 feet to an iron rod found, marking the North East corner of the property now being described, said point also lying on the line of conveyance from Consolidated Rail Corporation, a Pennsylvania corporation, to New York Central Lines, LLC, a Delaware limited liability company, by deed dated June 1, 1999 and recorded among the aforesaid Land Records in Liber DGB 2885, Folio 456, thence leaving said YBN Enterprises property and running with said New York Center Lines property
4. South 03°08'06" East, 120.52 feet to an iron rod found, marking the South East corner of the property now being described and the North East corner of the conveyance from Brel, LLC, a Maryland limited liability company, to the Town of La Plata, a municipal corporation of the State of Maryland, by deed dated January 6, 2015 and recorded among the aforesaid Land Records in Liber SLH 8829, Folio 95, thence leaving said Consolidated Rail Corporation property and running with said Town of La Plata property and the line of conveyance from Brel, LLC, a Maryland limited liability company, to Family of Care Real Estate Holding Company, Inc., a Maryland corporation, by deed dated November 25, 2014 and recorded among the Land Records of Charles County, Maryland in Liber SLH 8760, Folio 119 the following two (2) courses
5. North 87°48'38" West, 331.43 feet to an iron rod set, passing over the 100 feet an iron rod found, marking the North West corner of the Town of La Plata property, thence
6. South 18°12'01" West, 41.67 feet to an iron rod set, passing over at 40.23 feet an iron rod set, marking the corner of the Family of Care Real Estate Holding Company, Inc. property, thence leaving said Family Care Real Estate Holding Company property and running with the dedication line as shown on Plat Book 51, Plat 10
7. North 85°47'20" West, 5.00 feet to a drill hole, marking the South West corner of the property now being described any lying on the East side of Washington Avenue, a 60-foot public right of way, thence leaving said dedication and running with said Washington Avenue

8. 177.57 feet along the arc of a non-tangential curve, deflecting to the left, having a radius of 2516.29 feet and a chord bearing and distance of North $02^{\circ}11'18''$ East, 177.53 feet to the point of beginning, containing 44,269 square feet or 1.0163 acres of land.

Exhibit D

Post-Closing Requirements

- I. THE FOLLOWING ARE TO BE DELIVERED BY BORROWER TO LENDER, IN FORM AND SUBSTANCE SATISFACTORY TO LENDER, ON OR BEFORE THE RESPECTIVE DATE SHOWN BELOW:

Requirements	Required Completion Date
1. Delivery of all Licenses and Permits for the operation of the Project	On or before the Final Completion Date

- II. THE FOLLOWING ARE TO BE DELIVERED WITHIN 10 BUSINESS DAYS AFTER LETTING OF EACH SUBCONTRACT AND BEFORE ANY REQUESTED ADVANCE FOR DISBURSEMENT TO THE RESPECTIVE SUBCONTRACTOR:

1. Additional Plans and Specifications as completed and approval of Inspecting Architect regarding same (prior to any disbursement for the costs of the work shown on such plans).
2. Subcontracts.
3. The Building Permit for all of the Improvements then under construction.
4. The updated Schedule of Subcontracts, if applicable.

Exhibit E

Site Plan

[attached hereto]



ALPAS WELLNESS CENTER
 LEVEL 01 - PHASE ONE SCHEMATIC LAYOUT
 1/8" = 1'-0"



ALPAS WELLNESS CENTER
 LEVEL 01 - PHASE TWO SCHEMATIC LAYOUT
 1/8" = 1'-0"



ALPAS WELLNESS CENTER
 LEVEL 02- PHASE ONE SCHEMATIC LAYOUT
 1/8" = 1'-0"



ALPAS WELLNESS CENTER
 LEVEL02 - PHASE TWO SCHEMATIC LAYOUT
 1/8" = 1'-0"



- LEGEND
- CIRCULATION
 - TREATMENT ROOMS
 - RECEPTION
 - WAITING
 - SUPPORT SPACES
 - TREATMENT OFFICE

ALPAS WELLNESS CENTER
 LEVEL 03 - PHASE ONE SCHEMATIC LAYOUT
 1/8" = 1'-0"

- LEGEND
- CONSTRUCTION
 - CLASSICAL MATERIALS
 - CONCRETE
 - GLASS
 - WALLS
 - MECHANICAL
 - MECHANICAL
 - MECHANICAL



ALPAS WELLNESS CENTER
 LEVEL 03- PHASE TWO SCHEMATIC LAYOUT
 1/8" = 1'-0"

Exhibit F

Form of Draw Request Certification

Draw Request Certification

SKAOS MD LLC, a Delaware limited liability company and Alpas Wellness La Plata LLC, a Delaware limited liability company (each, individually or collectively as the context may indicate, jointly and severally, "Borrower") hereby certifies as follows. Unless the context otherwise indicates, capitalized terms used herein shall have the meanings given such terms in the Construction and Term Loan Agreement ("Construction Loan Agreement") dated as of February 10, 2022 between Borrower and Colliers Funding LLC, a Delaware limited liability company ("Lender").

(a) At the date hereof no suit or proceeding at law or in equity, and no notice has been received that any investigation or proceeding of any governmental body has been instituted or, to the knowledge of Borrower, is threatened, which in either case could have a material adverse effect on the financial condition or business operations of Borrower, except the following (if none, insert "None"): _____.

(b) To the best of Borrower's knowledge, at the date hereof, no Default or Event of Default under the Construction Loan Agreement or under any of the other Loan Documents has occurred and is continuing, except the following: (if none, insert "None"):
_____.

(c) The representations and warranties set forth in Article 5 of the Construction Loan Agreement are hereby reaffirmed and restated, and Borrower represents and warrants to Lender that the same are true, correct and complete on the date hereof, except the following: (if none, insert "None"): _____.

(d) No Material Adverse Change has occurred in the financial condition or in the assets or liabilities of Borrower from those set forth in the latest financial statements for Borrower furnished to Lender, except the following: (if none, insert "None"): _____.

(e) To the best of Borrower's knowledge, the progress of construction of the Project is such that it can be completed on or before the Completion Date and the Final Completion Date specified in the Construction Loan Agreement for the cost originally represented to Lender, except the following: (if none, insert "None"):
_____.

(f) To the best of Borrower's knowledge, the Loan, as of the date hereof, is in balance as required by the Construction Loan Agreement, and the sum of undisbursed proceeds of the Loan and the Required Equity including the Advance requested herein, are adequate and sufficient to pay for all Labor, Materials, equipment, Work, services and supplies necessary for the completion of the Project except for the following Project cost increases: (if none, insert "None"):
_____.

(g) To the best of Borrower's knowledge, the Labor, Materials, equipment, Work, services and supplies described herein have been performed upon or furnished to the Project in full accordance with the Plans and Specifications, which have not been amended except as expressly permitted by the Construction Loan Agreement.

(h) Except for Minor Changes, there have been no changes in the costs of the Project from those set forth on the Sworn Construction Cost Statement, as amended by any amendment thereto heretofore delivered by Borrower to and approved by Lender, if such approval is required by the Construction Loan Agreement, except the following: (if none, insert "None"):

(i) All bills for Labor, Materials, equipment, Work, services and supplies furnished in connection with the Project, which could give rise to a mechanic's lien if unpaid, have been paid, will be paid out of the requested Advance or are not yet due and payable, except the following: (if none, insert "None"): _____

(j) All claims for mechanics' liens which shall have arisen or could arise for Labor, Materials, equipment, Work, services or supplies furnished in connection with the Project through the last day of the period covered by the requested Advance have been effectively waived in writing, or will be effectively waived in writing when payment is made; a lien waiver from General Contractor for the full amount of the requested Advance shall be delivered to Title Company prior to such requested Advance; a lien waiver from each Subcontractor with respect to all Work, if any, paid through the previous Advance, shall be delivered to Lender and Title Company prior to the next Advance or final Advance or sooner as may be requested by Lender or Title Company.

(k) All funds advanced under the Construction Loan Agreement to date have been utilized as specified in the Application for Payment pursuant to which the same were advanced, exclusively to pay costs incurred for or in connection with constructing and developing the Project, and Borrower represents that no part of the Loan Funds have been paid for Labor, Materials, equipment, Work, services or supplies incorporated into or employed in connection with any project other than the Project, as that term is defined in the Construction Loan Agreement. Borrower further represents that all funds covered by the Application for Payment are for payment for Labor, Materials, equipment, Work, services or supplies furnished solely in connection with the Project.

(l) To the best of Borrower's knowledge, all conditions set forth in the Construction Loan Agreement and the Disbursing Agreement for the Advance have been satisfied as of the date hereof.

(m) Other than Change Orders previously delivered to Lender in connection with a previous Application for Payment, a detailed written description and copies of all Change Orders issued through the date of the Application for Payment are attached hereto.

Borrower authorizes and requests Lender to charge the total amount of the attached Application for Payment against Borrower's Loan account and to advance from the proceeds of the Loan the funds hereby requested, and to make or authorize disbursement of said funds to Disbursing

Agent for disbursement to or for the benefit of Borrower in amounts up to, but not exceeding, the amounts listed herein, subject to the requirements of and in accordance with the procedures provided in the Construction Loan Agreement and the Disbursing Agreement relating to the Loan. The Advance made pursuant to the Application for Payment is acknowledged to be an accommodation to Borrower and is not a waiver by Lender of any Defaults or Events of Default under the Loan Documents or any other claims of Lender against Borrower.

The Advances requested herein and disbursements on the attached sheets are hereby approved and authorized and the undersigned has been duly authorized by Borrower to execute and deliver this draw request certification.

BORROWER

SKAOS MD LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

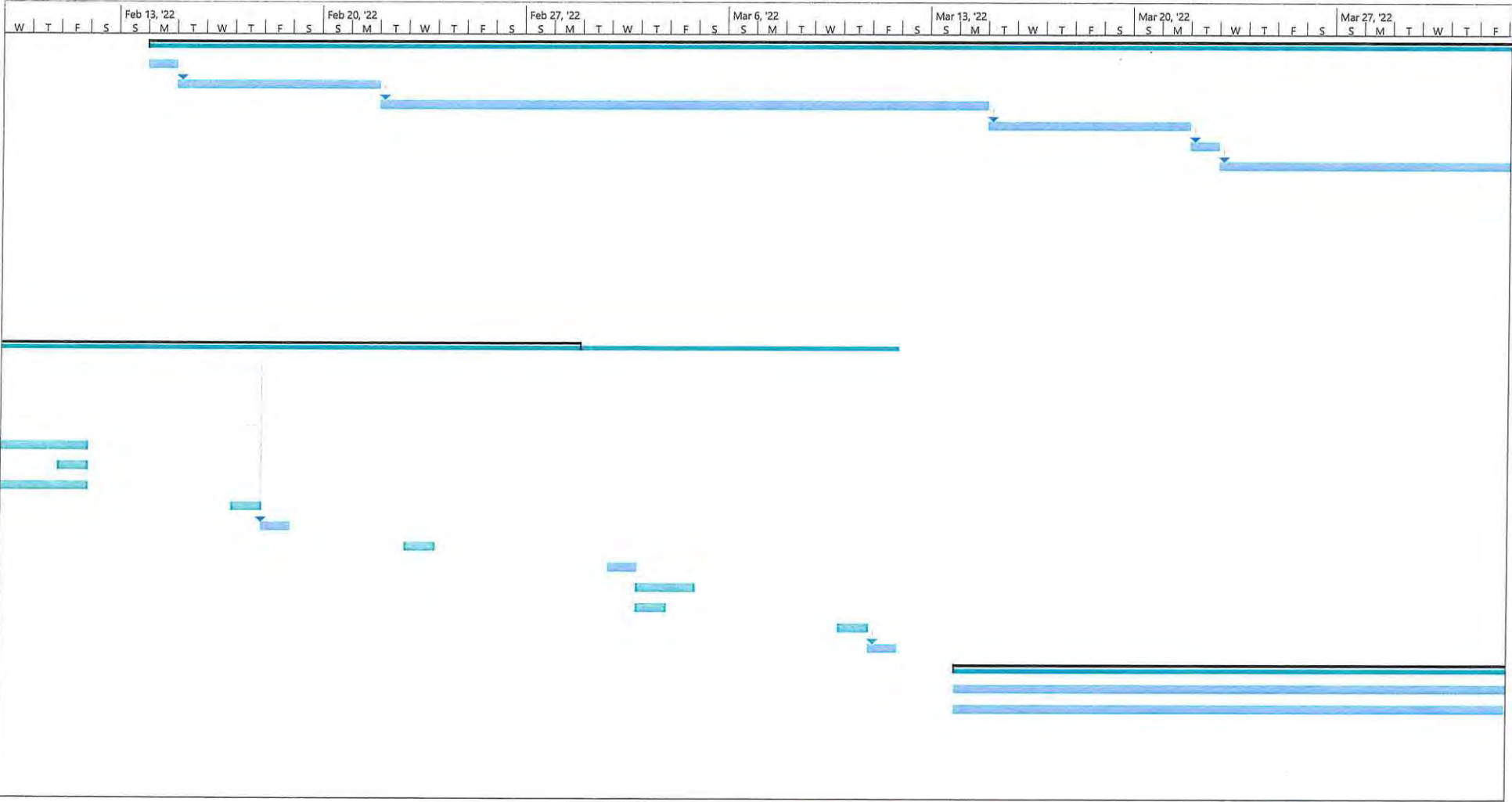
ALPAS WELLNESS LA PLATA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit G

Construction Progress Schedule

[attached]



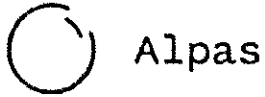
Project: Alpas Wellness_LaPlata Date: Tue 2/8/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

W	T	F	S	Feb 13, '22	S	M	T	W	T	F	S	Feb 20, '22	S	M	T	W	T	F	S	Feb 27, '22	S	M	T	W	T	F	S	Mar 6, '22	S	M	T	W	T	F	S	Mar 13, '22	S	M	T	W	T	F	S	Mar 20, '22	S	M	T	W	T	F	S	Mar 27, '22	S	M	T	W	T	F	S
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Project: Alpas Wellness_LaPlata
Date: Tue 2/8/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Authorization Statement

I, Stephen Smith, as managing member of SKAOS MD LLC and Alpas Wellness La Plata LLC, hereby authorize John Beecroft, COO of Alpas Wellness La Plata, to sign for and act for the project which is the subject of the Certificate of Need application.

Stephen Smith
Stephen Smith

Managing member
Title

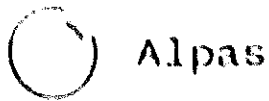
11/30/22
Date

John Beecroft
John Beecroft (Witness)

COO
Title

11/30/22
Date

Alpas Wellness La Plata
1014 Washington Avenue La Plata, MD 20646
877-MY-ALPAS



Referral Agreement

The undersigned acknowledges that a reciprocal agreement has been established between Alpas Wellness La Plata and Elevate Recovery Centers. Elevate agrees to receive referrals from Alpas Wellness La Plata for addiction and/or behavioral healthcare 24 hours a day, 7 days a week.

Alpas Wellness La Plata provides substance use disorder and behavioral health treatment services. Alpas programs offer inpatient non-hospital detoxification, inpatient medically managed care, inpatient substance use disorder/process disorder/eating disorder treatment.

Both parties agree to refer appropriate patients in accordance with program policy and procedures and to abide by all federal, state, and county standards in dealing with the confidentiality of patient information. Any information required for continuity of care will be furnished upon request provided that all confidentiality requirements have been met. In addition, it is understood that patients appropriate for admission shall be treated without regard to race, religion, sex, sexual preferences, socioeconomic status, gender identity, national origin, or physical disability.

Nothing in this agreement shall be construed as limiting the rights of either party to enter into similar agreements with any other facility. This agreement may be terminated by either party within 30 days of written notice to the other. This agreement becomes effective on the date signed below and will remain in effect for two years unless terminated in writing by either party.

Alpas

[Signature] 12/1/22
 Signature Date

John Breecroft
 Name

COO
 Title

Referring Entity

[Signature] 12/1/22
 Signature Date

Matt Paris
 Name

Director of Program Development
 Title

Alpas Wellness La Plata
 1014 Washington Avenue La Plata, MD 20646
 877-MY-ALPAS

Alpas Wellness La Plata LLC Policy and Procedure

Title: Aftercare Planning
Category: Clinical
Reference No: Draft

Policy No: 204

Effective Date:
Revision Date:

I. PURPOSE:

To guide the process of developing an individualized aftercare plan, providing appropriate referrals, and completing warm hand-offs to aftercare providers.

II. POLICY:

It is the policy of Alpas Wellness La Plata to begin aftercare planning at the time of admission, for this aftercare plan to be informed by the patient's unique wants and needs in their recovery, and to be followed-through by the treatment team until a warm hand-off and follow-up contact are completed.

III. PROCEDURES:

Aftercare Plan

- 1) At the time of admission, the intake counselor will begin an Aftercare Plan with the patient. This plan is developed with the patient and includes the following:
 - a. Patient's recovery goals
 - b. Patient's recovery needs
 - i. Immediate, short, and long-term
 - c. Identification of aftercare providers within the patient's home region
 - i. Sober housing
 - ii. Behavioral health treatment providers for Partial Hospital/Intensive Outpatient/Outpatient
 - iii. Medical providers that meet patient's specific physical health needs
- 2) The Aftercare Plan is a living document and is to be updated throughout the patient's treatment stay so that it actively reflects the patient's current needs
- 3) A finalized Aftercare Plan will be completed within 7 days of expected discharge. Given that discharge dates can change unexpectedly, it may not always be possible for the final plan to be completed within 7 days of discharge, but it provides a target that allows the patient and treatment team time to confer and begin the warm hand-off process

Reviewed and Revised August 2022

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Care Transition

- 1) The Aftercare Specialist will be in charge of obtaining necessary releases of information for aftercare providers
- 2) The Aftercare Specialist will reach out to these providers to schedule transitional appointments for the patient
- 3) The Aftercare Specialist will complete a final confirmation call for each transitional appointment 24 hours prior to discharge
- 4) The Aftercare Specialist will complete follow-up calls to patient and each provider within 48 hours of the scheduled transitional care appointment

Aftercare Options

- 1) Alpas Wellness La Plata maintains referral agreements with a variety of providers within the DC/Virginia/Maryland corridor and the NJ/PA/DE tri-state area.
 - a. These providers have been vetted by the Alpas Wellness team
- 2) Patients are presented potential referrals within reasonable distance of the domicile they will be returning to
 - a. These referrals will be part of the Alpas referral network whenever possible
 - b. In the event a patient is returning home to an area outside of Alpas' referral network reach, the Aftercare Specialist will identify highly-rated treatment providers in the patient's area to inform referral options
- 3) Patients will be afforded a choice of providers, and the option to seek out additional options with the assistance of their Therapist, Aftercare Specialist, Prescribing Provider, or another member of the treatment team that the patient feels comfortable working with
- 4) Patients will have the opportunity to vet provider options at their request
 - a. This can be done via telephone call, reading customer reviews, etc
- 5) Patients have the right to refuse referral options, request new options, and to change their Aftercare Plan at any time

At Time of Discharge

- 1) Patients will be provided with access to the Alpas Wellness Aftercare cellphone application and appropriate overview of its functionality
- 2) Patients will be provided an information sheet on our alumni program, including its purpose and process

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- 3) Patients will sign-off on their Aftercare Plan and Discharge paperwork
- 4) Patient will complete a Discharge Survey