EXHIBIT 1

Hope Health Systems, Inc.

Hope Health Systems

Providing Hope & Health to families since 1999

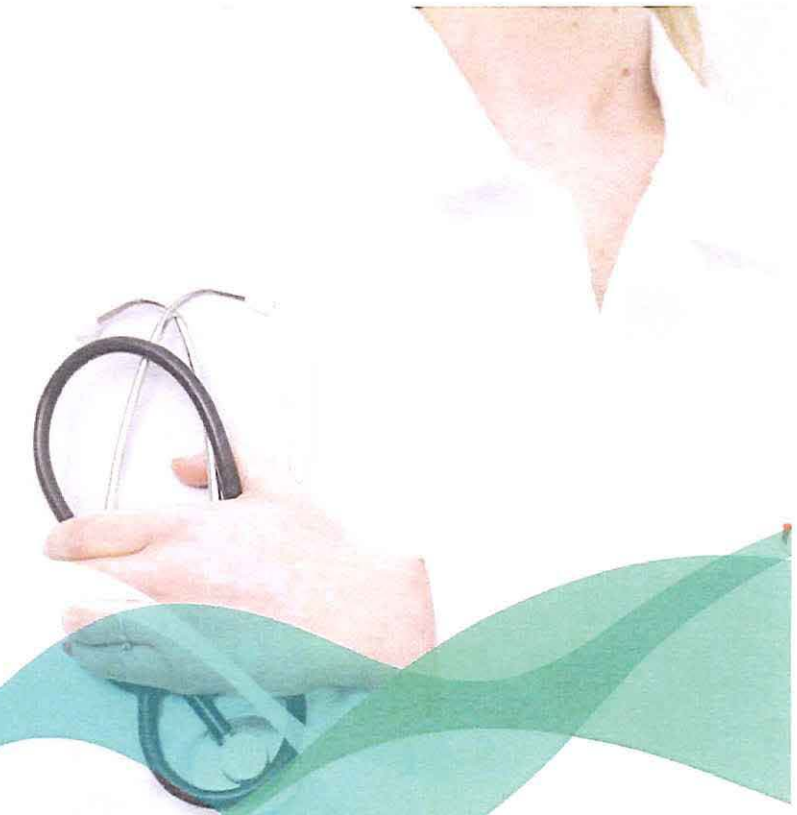


TABLE OF CONTENTS

Our Company

Who are we?

Hope Health Systems (HHS) is a private, for-profit organization with more than twenty years of experience in providing direct mental health, substance abuse, and community support services to adults, children, and adolescent clients in institutional and outpatient settings in Maryland.

Our Journey

Founded in Woodlawn, Maryland in 1999

Started with direct mental health, substance abuse, and community support services

Expanding to

Started Providing administrative management and research consulting services

2012

Subcontractor to Centurion Managed Care and provided behavioural health and medical services

2015

HHS received Deemed Status certification from the state of Maryland.

- Accredited through The Joint Commission.
- Also accredited through CARF
- Certified through the MDOT as a Minority Business Enterprise


Our company:
Mission, Vision &
Values Statement

Mission, Vision & Values

Mission

Our mission required us to reach beyond the activities of a normal business day to see and understand the lives of our patients, the importance of targeting the emotional stability of a child, and the importance of extending our focus to the family as the basic unity of the community.

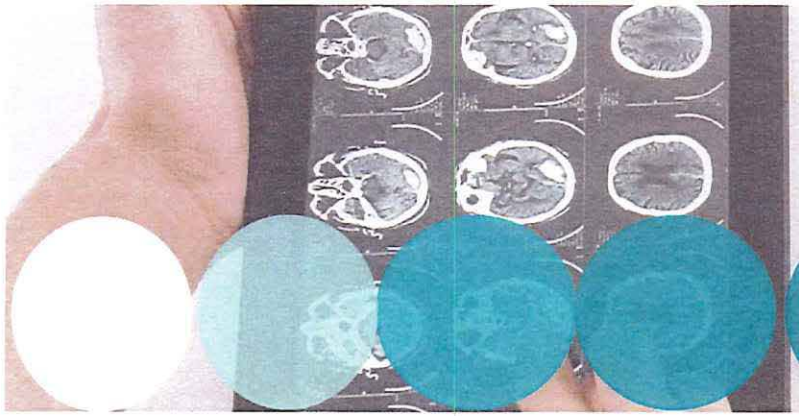
Vision

Our goal is to become a national leader of mental health services and to continue to provide services which will allow children, adolescents/youth, and adults become productive citizens in their communities and society.

Values

- Provide a great work environment and treat each other with respect and dignity
- Embrace diversity as an essential component in the way we do business
- Apply the highest standards of excellence to providing quality health care services to children, adults, and their families
- Contribute positively to our community
- Recognize that profitability is essential to our future success

Our Services



Outpatient mental health clinic

Expanded School mental health

Department of Juvenile services

Psychiatric rehabilitation Program

Substance abuse Treatment

Mobile Treatment Services

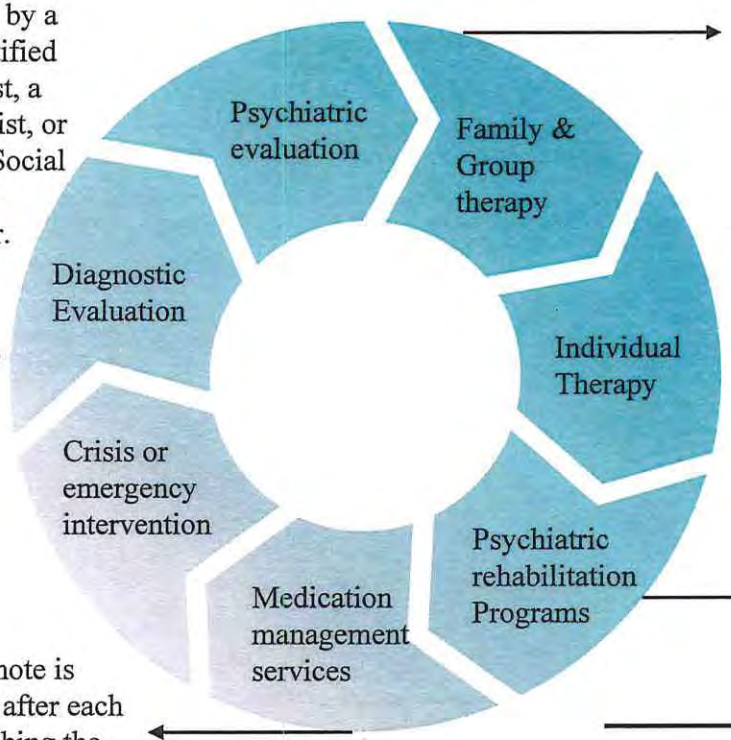
Behavioral health coordinator

Adult Services

Health Homes

Outpatient Mental Health Clinic (OMHS)

Diagnostic evaluation by a Board-certified Psychiatrist, a Psychologist, or a clinical Social Worker or Counsellor.



A contact note is completed after each visit describing the service delivered

Anger and stress management, coping and problem-solving skills, social skills, improved self-esteem and self-control, improved familial relationships, and behaviour management are among some of the common treatment goals worked on within the therapy sessions.

Goals of OMHS:

- Promote mental health and improve functioning in children, youth, adults and families.
- Effectively decrease the prevalence and incidence of mental illness, emotional disturbance and social dysfunction.

- Includes the individual's diagnosis, presenting problems, needs, strengths, treatment expectations and responsibilities
- Long term and short-term goals in measurable terms and target dates for each goal
- Create a crisis response plan and baseline/progress on objectives

Expanded School Mental Health

Developed in nearly 119 Baltimore City schools. These programs augment existing services provided by the school and help to ensure that a comprehensive range of services (assessment, prevention, case management, treatment) are available to youth in regular education.

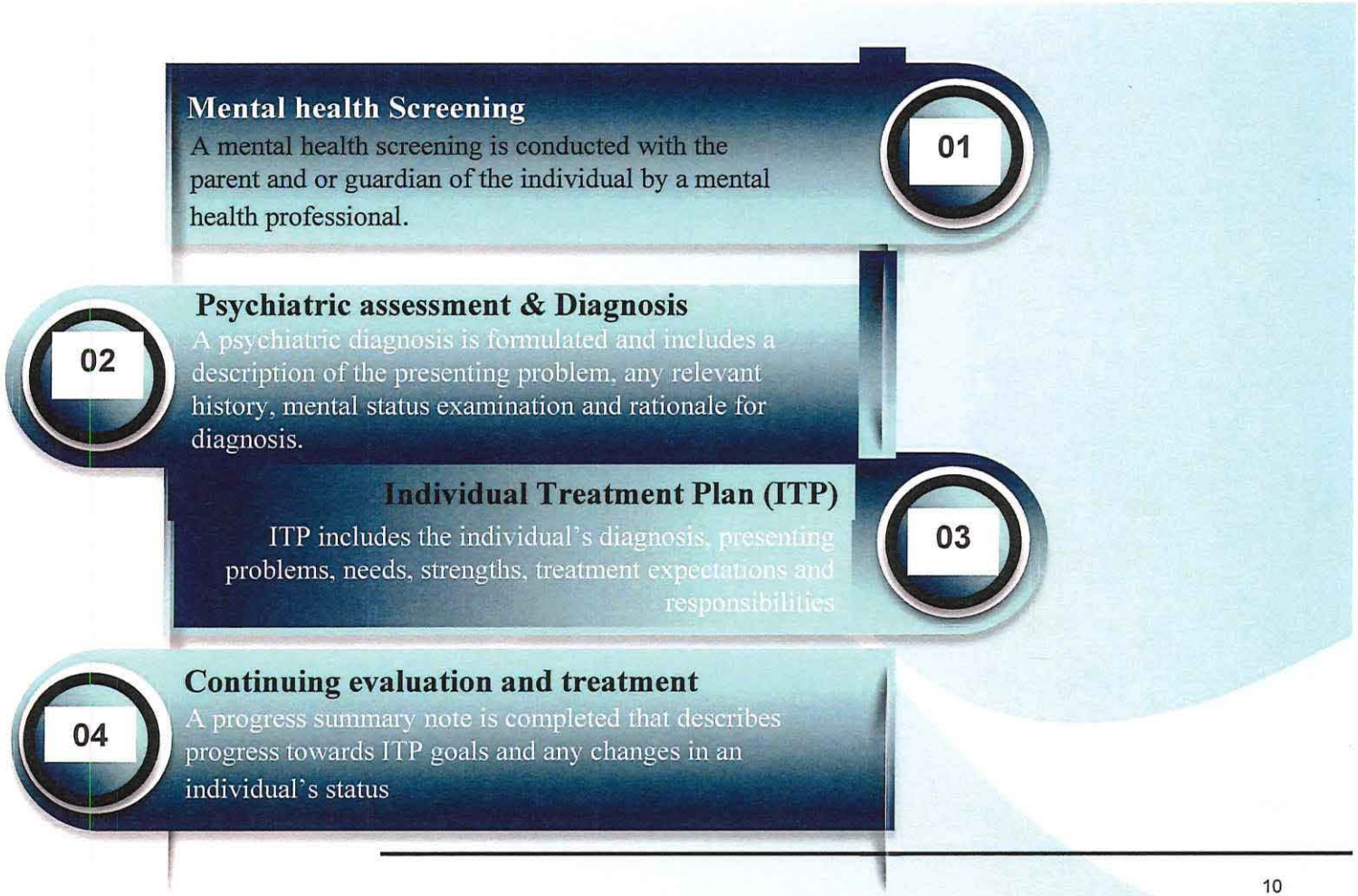
Hope Health Systems' serves public and charter Schools in Baltimore City, Baltimore County and Charles County. Our goal, for each school that we service, is to strive for excellence in service, promote academic success, establish and develop students' personal assets and capabilities

ESMH Programs

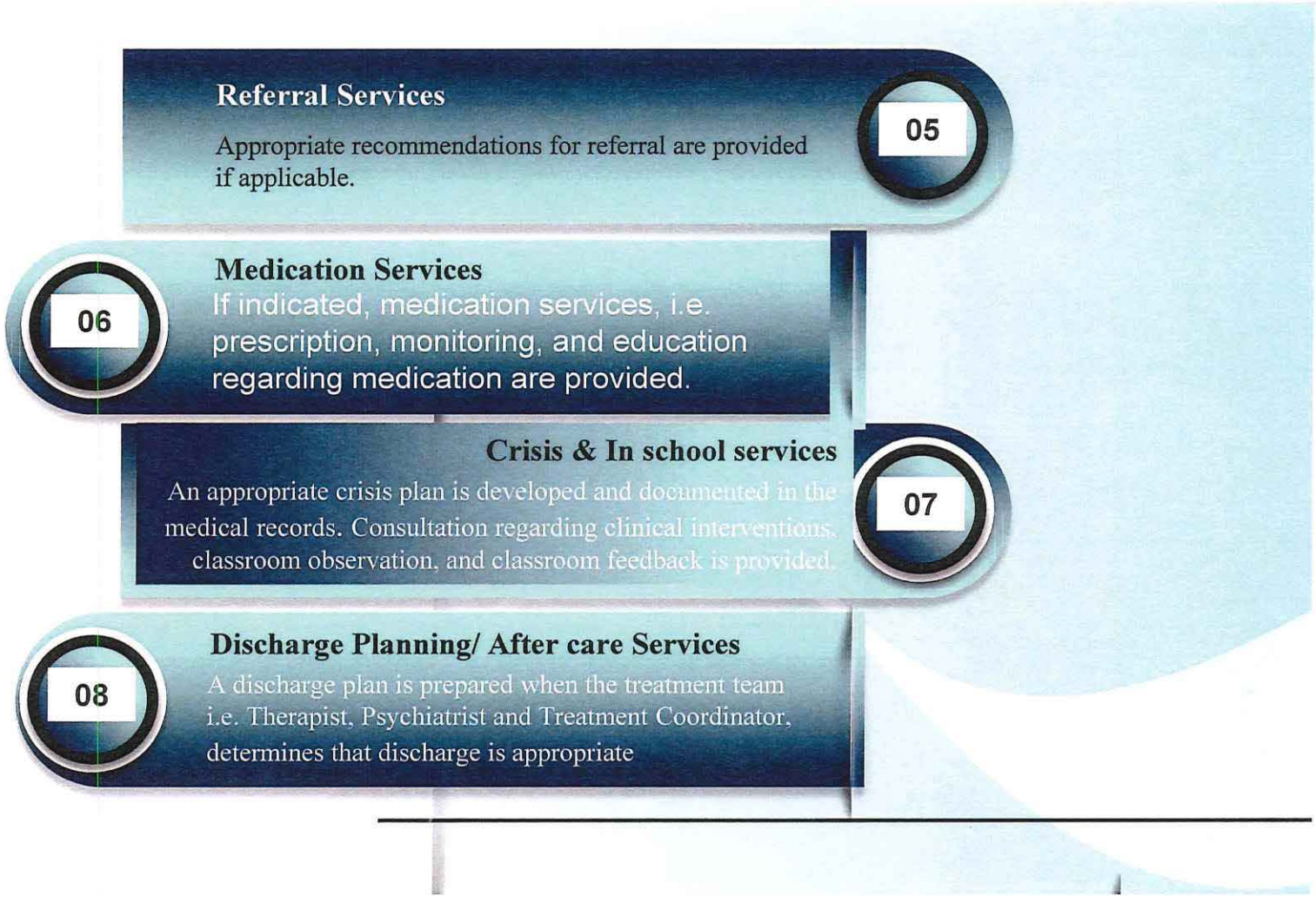
Provides culturally and linguistically competent service provisions, training, consultation services, and, data-driven planning, evaluation, and quality improvement.

Provides high quality services that incorporate evidence-based practices and practice-based evidence interventions, continuum of care, authentic parent/family engagement, meaningful youth involvement

Scope for ESMH Programs



Scope for ESMH Programs



Department of Juvenile Services

Hope Health Systems, Inc. has been providing mental health and substance abuse services to detained youth at the Baltimore City Juvenile Justice Centre, also known as the Department of Juvenile Services (DJS), for over a decade.

Implemented mental health assessments.

Developed suicide protocols and suicide prevention training.

Protocols for treatment planning.

Improved record keeping protocols.

Implemented standards for providing access to adequate mental health treatment within a reasonable time frame.

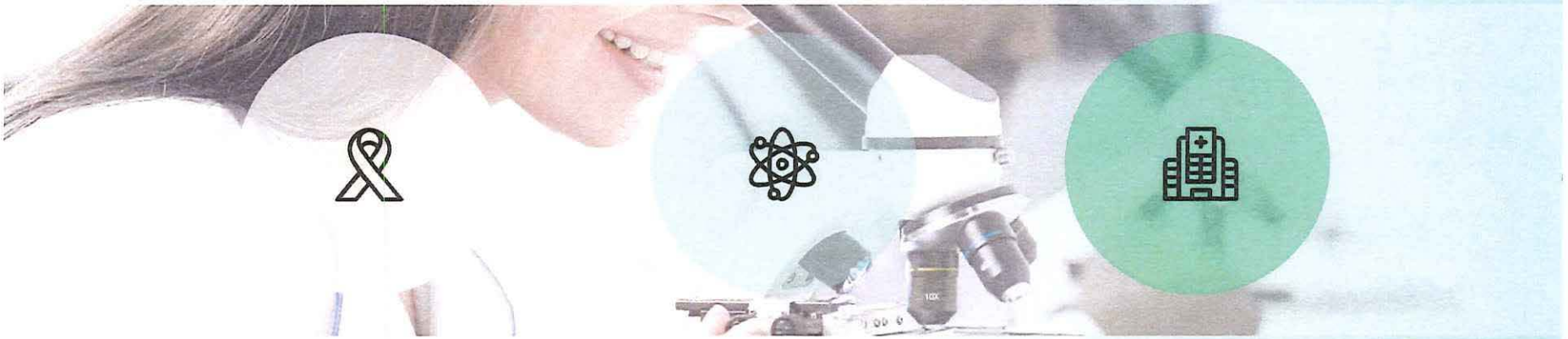
At the Baltimore City Juvenile Justice Centre, we removed all of the existing Civil Rights of Institutionalized Persons ACT (CRIPA) deficiencies.

Juvenile Justice

The comprehensive juvenile justice services that HHS provides are: psychiatric evaluation, psychological testing, medication management, counselling (individual, group and family), suicide assessments, crisis interventions and referral services, aggressive reduction therapy and training for direct care staff on de-escalation skills and peer relations.

Youth in Juvenile Justice system suffer from mental disorders, with many experiencing disorders so severe that their ability to function is significantly impaired.

Support Services



Psychiatric Rehabilitation Program

Health Homes

Targeted Case Management

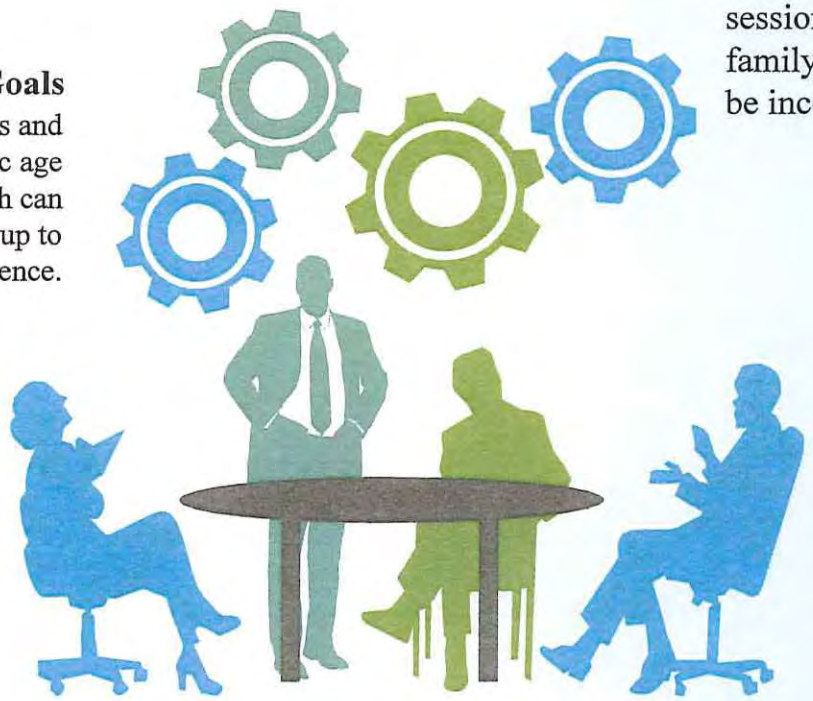
Psychiatric Rehabilitation program

Goals

Reduce maladaptive behaviours and restore and strengthen specific age appropriate skills so that the youth can function to their highest potential up to and including independence.

Focusses on

Facilitating the enhancement of an individual's independent living and social skills & Promoting community resources to integrate the individual into the community.



Rehabilitative activities (in individual sessions, psycho-educational groups, and family groups, as appropriate) that will be incorporated in the PRP include

- Self Care skills
- Social skills
- Independent living skills
- Leisure and recreational activities
- Schedule planning
- Cultural interests
- Age-appropriate techniques and resources

Health Homes

- Scheduling Appointments
- Health Education
- Referrals to Specialists
- Smoking Cessation
- Weight Maintenance
- Diabetes Control
- Accessing Benefits
- Transitional Care Needs

Services Provided

Services that will be Provided

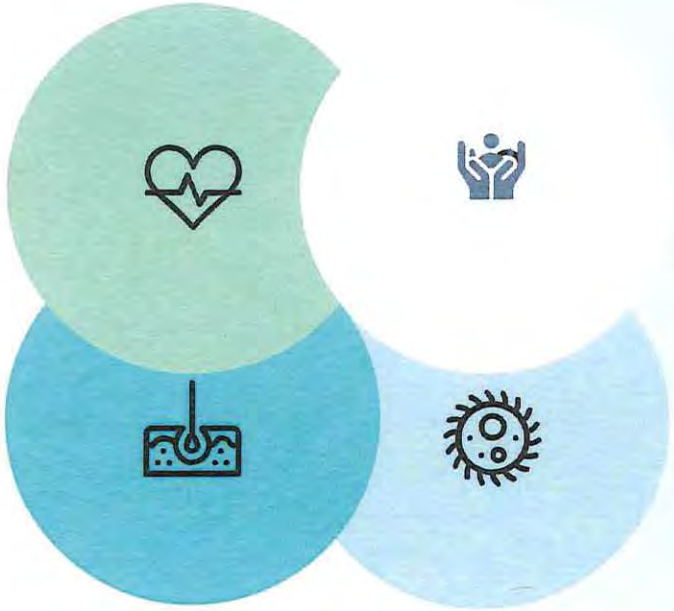
- Comprehensive Care Management
- Care Coordination
- Health Promotion
- Comprehensive Transitional Care
- Individual and Family Support
- Community and Social Support Referral

HHS Health Homes Program provides hope and support by assisting clients to reach behavioural health goals, addressing somatic health and assisting with overall well being.
Clients are assigned a care provider who helps assess and prioritize physical health needs and then creates a comprehensive care plan.

Targeted Case Management Goals

Provides help and hope to minors with psychiatric illnesses while providing their family with support and access to resources within the community

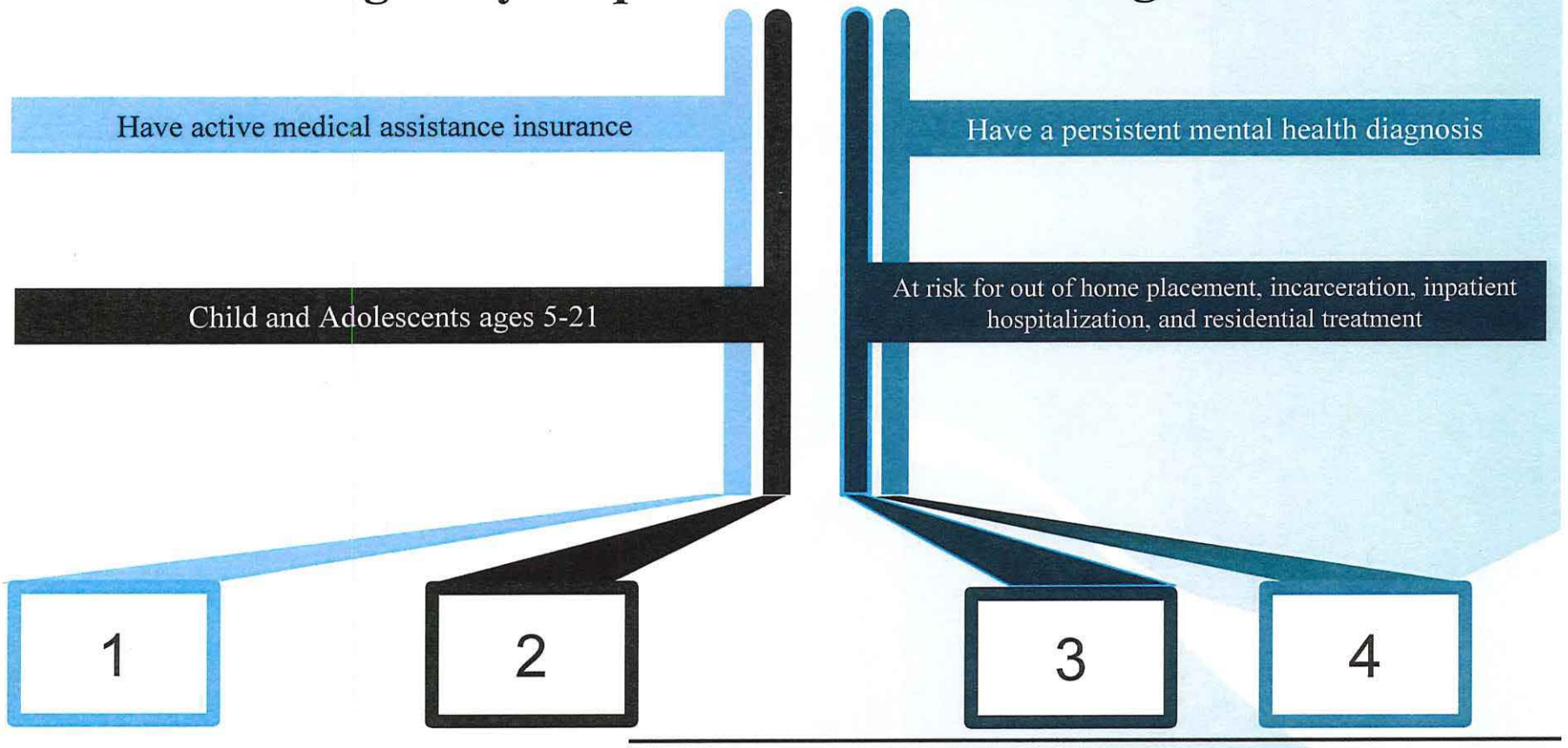
Utilize a team approach by identifying all supports in the family's lives and all services are family cantered.



Families are assigned a care coordinator who helps assess, prioritize, and advocate for their needs while developing a supportive team of people.

Families' needs are addressed through referral to appropriate services, and through coordination of services with multiple providers and unpaid supporters.

Eligibility Requirements for this Program



Substance Abuse Treatment

HHS offers holistic and highly individualized substance abuse treatment program for adolescents and adults.

Mobile Treatment Services

Mobile Treatment Services (MTS) are community-based, intensive, outpatient mental health services designed for individuals who have exhausted traditional forms of outpatient treatment interventions or who have had repeated psychiatric hospitalizations.

Services Offered Include:

- **Therapy at home, school, street, shelter and in the community**
- **Psychiatric Evaluation and Treatment**
- **Clinical Assessment**
- **Medication Management/Monitoring**
- **Case Management**

Mobile Treatment Services

MTS provides assertive outreach, treatment and support to children, adolescents and adults with mental illness who, according to medical necessity, are unable to utilize traditional outpatient mental health services because of the seriousness of their problems.

Services Offered Include:

- One-on-one Counselling
- Training/Support with daily living skills
- Psychiatric Rehabilitation
- Crisis stabilization
- Referral Services (Continuity of Care)

Behavioural Health Care Coordinator

The program assists minors with psychiatric illnesses while providing their family with support and access to resources within the community.

HHS utilizes a team approach by identifying all supports in the family's lives and ensuring that all services are family centred.

Families are assigned a care coordinator who helps assess, prioritize, and advocate for the needs of the family while developing a supportive team of people.

Family needs are addressed through referral to appropriate services and coordination of services with multiple providers and unpaid supporters.

Adult Services

Family League and Family Recovery Program (FRP)

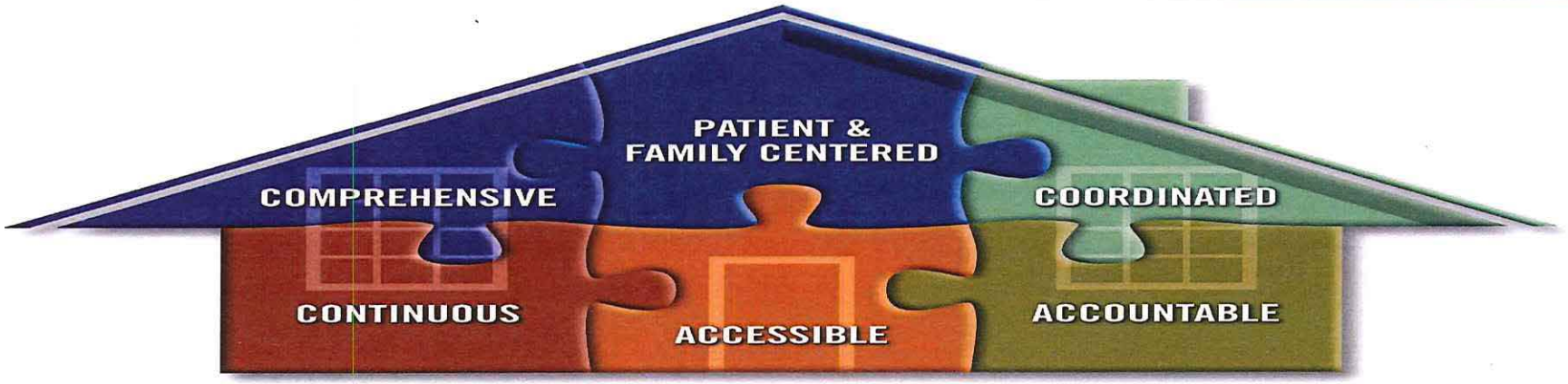
FRP is a family-support initiative administered through the Maryland Juvenile Court

This program provides parents with the substance abuse treatment they need, along with a full range of supportive services, including: mental health care, transportation, housing assistance, and case management support.

FRP's Partnership with HHS & the Juvenile Court

HHS provides mental health assessments to determine appropriate referrals as needed

HHS also provides direct mental health services through individual, couple and family therapy as well as support groups at FRP.



Health Homes

Provides health promotion and education services in coordination with the PRP and MTS programs.

HHS staff facilitates collaboration between primary care, specialists, behavioural health providers, community-based organizations and school-based providers (for minors).

Health Homes integrates somatic and behavioural healthcare services to promote holistic well-being.

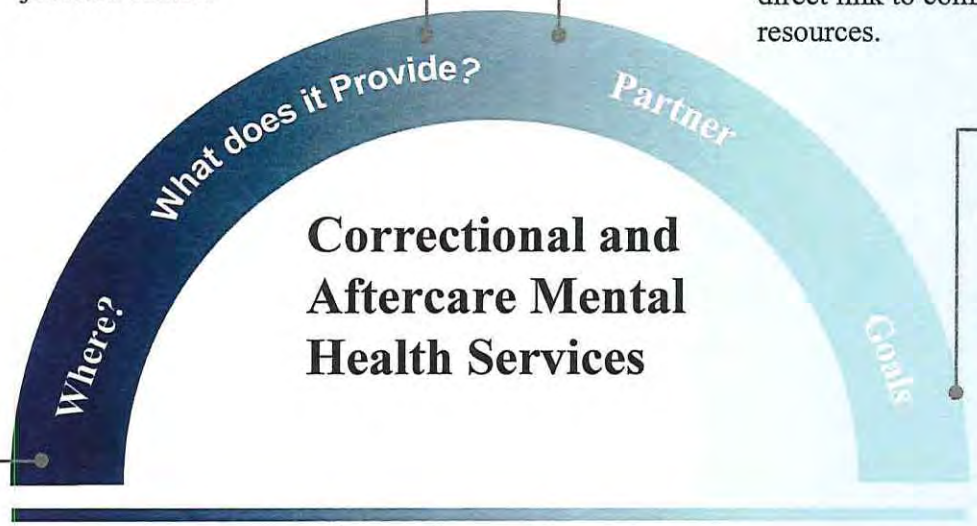
Correctional and Aftercare Mental Health Services

This program provides mental health services to youth in the juvenile centre.

Partnering with Centurion Managed Care, HHS provides community re-entry programs for released inmates and serves as a direct link to community resources.

This program is offered at the Baltimore City Juvenile Justice Centre (BCJJC).

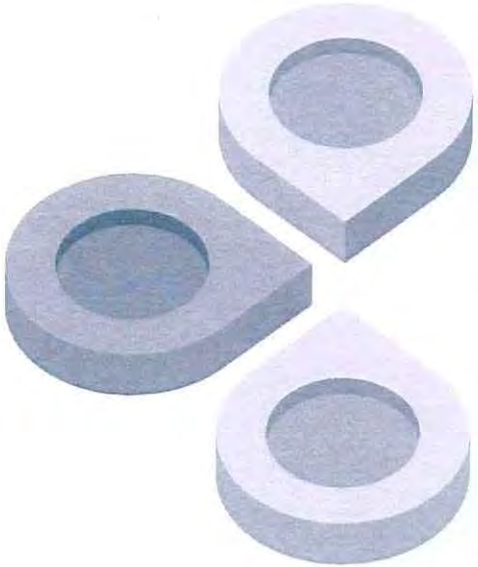
HHS' goal is to provide more integrative services in addition to medication management, to have a continuum of services available to released inmates, to provide reciprocal training and education opportunities and to ensure continuity of care for transferring inmates on the mental health caseload



Consulting Services

Human Resources

- Recruitment/Staffing
- Performance Management
- HR Policies
- Training/Onboarding
- Inclusive Diversity Training



Development/Research

- Clinical Trial Management
- Laboratory Services

Administrative Consulting

- Strategic Planning
- Coaching
- Analytics/Diagnostics Organizational
- Performance Review

Key Partners

HHS has partnered and collaborated with local and national child-serving and community-based organizations, public and charter schools, colleges and universities, hospitals, other mental health clinics and facilities, and federal and local government agencies

Subcontractor to Centurion Managed Care as of April 1, 2012 and partner in Release/Discharge and Transfer Process.

HHS is also subcontracted to provide mental health, staffing, and support services to the Youth Opportunities Centre (YO Centre) through the Baltimore City Mayor's Office of Employment Development.

Through partnerships with physicians, therapists, schools, behavioural health care centres, and community-based organizations, HHS works to foster healthier and promising futures for patients and their families.

Past & Current Performance

- Family Recovery Program
- Delaware Health and Social Services
- Department of Juvenile Services (State of MD) – 13 yrs.
- Department of Corrections (State of MD) – 7 yrs.
- Government of Bermuda (Ministry of Health) – 1 yr.
- The Family League – 3 yrs.
- Delaware State Mental Health – 5 yrs.
- City of Philadelphia Corrections System – 3 yrs.
- Baltimore City Public School – 14 yrs.
- Baltimore County Public School – 10 yrs.
- Kipp Schools – 5 yrs.
- Kennedy Krieger Institute – 6 yrs.
- Baltimore Health Systems – 18 yrs.
- Baltimore County Core Service – 6 yrs.
- Carroll County Core Service – 6 yrs.

THANKS!

EXHIBIT 2

REPORT ON SUICIDE PREVENTION PRACTICES WITHIN THE BALTIMORE CITY JUVENILE JUSTICE CENTER
Baltimore, Maryland

A. INTRODUCTION

At the request of the Maryland Department of Juvenile Services, the following is a summary of the observations, conclusions and recommendations of Lindsay M. Hayes, Project Director of the National Center on Institutions and Alternatives, in regard to suicide prevention practices within the Baltimore City Juvenile Justice Center in Baltimore, Maryland.

The assessment was based upon a review of several Maryland Department of Juvenile Services policy directives (including the *Suicide Prevention Policy and Procedure*, No. HC-01-07) and other documents relating to suicide prevention (e.g., intake screening and assessment forms, etc.); on-site review of physical plant and suicide prevention practices within the facility from March 24 thru March 25, 2009; case file reviews of selected juveniles on suicide precautions; and interviews with numerous administrative, direct care, medical, and mental health personnel.

B. FINDINGS AND RECOMMENDATIONS

Detailed below is an assessment of juvenile suicide prevention practices within the Baltimore City Juvenile Justice Center. It is formatted according to this writer's eight critical components of a suicide prevention policy: staff training, identification/screening, communication, housing, levels of supervision/assessment, intervention, reporting, and follow-up/mortality-morbidity review. This protocol was developed in accordance with the American Correctional Association's *Standards for Juvenile Detention Facilities* and *Standards for Juvenile Training Schools*, 3rd Edition (1991), and the National Commission on Correctional Health Care's *Standards for Health Services in Juvenile Detention and Confinement* Facilities, 6th Edition (2004). It is also consistent with the Council of Juvenile Correctional Administrators' *Performance-based Standards (PbS) for Youth Correction and Detention Facilities: PbS Goals, Standards, Outcome Measures, Expected Practices and Processes* (April 2008).[1] Where indicated, recommendations are also provided.[2]

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[1]See American Correctional Association (1991), *Standards for Juvenile Detention Facilities* and *Standards for Juvenile Correctional Facilities*, 3rd Edition, Laurel, MD: Author; National Commission on Correctional Health Care (2004), *Standards for Health Services in Juvenile Detention and Confinement Facilities*, 6th Edition, Chicago, IL: Author; and Council of Juvenile Correctional Administrators (2008), *Performance-based Standards (PbS) for Youth Correction and Detention Facilities: PbS Goals, Standards, Outcome Measures, Expected Practices and Processes*, Braintree, MA: Author.

[2]It should be noted that this writer presented a debriefing of preliminary findings and recommendations to Maryland Department of Juvenile Services and Baltimore City Juvenile Justice Center officials and management staff following the facility assessment on March 25, 2009. The debriefing was also attended by select medical and mental health staff.

1) **<u>Staff Training</u>: All direct care, medical and mental health staff should receive eight (8) hours of initial suicide prevention training, followed by two (2) hours of annual training. At a minimum, training should include avoiding obstacles (negative attitudes) to prevention, juvenile suicide research, why facility environments are conducive to suicidal behavior, identifying suicide risk despite the denial of risk, potential predisposing factors to suicide, high-risk suicide periods, warning signs and symptoms, the proper role of responding to a suicide attempt (including mock drills and proper use of emergency equipment), and components of the agency's suicide prevention program.**

The key to any successful suicide prevention program is properly trained line staff, who are the backbone of any juvenile facility. Very few suicides are actually prevented by mental health, medical or other professional staff. Because juvenile suicides usually are attempted in resident housing units -- often during late afternoon and evening hours -- they are generally outside the purview of mental health and medical staff and must be thwarted by line staff who have been trained in both suicide prevention and cardiopulmonary resuscitation (CPR), and have an intuitive sense regarding the residents under their care. Simply stated, because line staff is generally the only staff in the juvenile facility 24 hours per day, they form the front line of defense in suicide prevention. Staff cannot detect, make an assessment, nor prevent a suicide for which they have no training. As recommended by the correctional standards of both the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC), annual suicide prevention training should be given to all staff who come into contact with juveniles. The Performance-based Standards (PbS) emphasize both pre-service and annual suicide prevention training by qualified mental health professionals.

In this writer's opinion and experience, <u>all</u> direct care, medical, and mental health staff should receive eight (8) hours of initial suicide prevention training, followed by two (2) hours of

annual training. The initial training should include avoiding obstacles (negative attitudes) to prevention, juvenile suicide research, why facility environments are conducive to suicidal behavior, identifying suicide risk despite the denial of risk, potential predisposing factors to suicide, high-risk suicide periods, warning signs and symptoms, and components of the agency's suicide prevention program. The annual training should include a review of any changes to the facility's suicide prevention policy, as well as general discussion of any recent suicides and/or serious suicide attempts in the facility. Further, in addition to cardiopulmonary resuscitation (CPR) training which is discussed on pages 23-26 of this report, all staff should be trained in the use of various emergency equipment utilized in response to a suicide attempt via "mock drills."

FINDINGS: The issue of suicide prevention training is comprehensively addressed in the Maryland Department of Juvenile Services' (MDJS) *Suicide Prevention Policy and Procedure* (No. HC-01-07). The policy requires both an 8-hour pre-service suicide prevention workshop and a 4-hour annual workshop for all staff who come into regular contact with youth (e.g., security, direct care, medical, and mental health personnel).

This writer was informed by the Baltimore City Juvenile Justice Center (BCJJC) training coordinator that all new direct care staff must complete a six-week Maryland Police and Correctional Training Commission-certified training curriculum. During this pre-service training course, participants receive an 8-hour workshop on suicide prevention. According to MDJS policy, the pre-service training should include, but not to be limited to, the following:

- Completing Suicide Watch Observation forms,
- Adolescent development,
- Predisposed factors of suicidal behavior,
- High risk suicidal periods,

- Warning signs and symptoms,
- Departmental policy and procedure addressing suicide prevention,
- Liability issues associated with juvenile suicide,
- Resources for suicidal youth,
- Supervision of youth with suicidal behavior,
- Isolation of youth with suicidal behavior,
- Room sanitation for youth with suicidal behavior,
- Emergency medical care for youth with suicidal behavior,
- Mental health issues related to suicidal behavior,
- The three levels of suicide watch,
- Screening and Assessment,
- Transition Services,
- Crisis Counseling,
- Observation Skills, and
- Responding to Suicide Attempts (e.g. How to use the cut-down tool, emergency first aid, etc.).

This writer reviewed several training curricula and handouts that were said to be utilized at the full-day workshop, including a 23-slide PowerPoint presentation entitled "Suicide Prevention and Education" that was developed by a trainer with the MDJS Professional Development and Training Unit, and a 25-page lesson plan from the National Juvenile Detention Association (NJDA) entitled "Suicide Prevention." This writer was informed by a MDJS trainer that the 23-slide PowerPoint presentation was utilized in both the pre-service and annual training workshops and was based upon information taken from the NJDA curriculum. A review of both documents, however, found they were somewhat different with the NJDA curriculum far more comprehensive. Both curricula covered four (4) hours of instruction. This writer was informed that the remaining four hours of instruction during the full-day training was devoted to reviewing the agency's suicide prevention policy and procedures. These curricula appear to cover most, but not all, the required topics required in the MDJS policy.

According to MDJS policy, the pre-service training should include, but not to be limited to, the following:

- Review of predisposing factors,
- Warning signs and symptoms,
- Changes, if any, to the facility's suicide prevention procedures,
- Discussion of any recent suicidal behavior or attempts at the facility,
- Implementation of the suicide watch level system,
- Crisis Counseling, and
- Observation Skills.

This writer was informed that, during the annual 4-hour suicide prevention workshop, participants receive a consolidated version of the full-day program with the aforementioned 23-slide PowerPoint presentation. According to MDJS training data, approximately 66 percent (95 of 142) of direct care personnel (i.e., resident advisor, supervisors, case managers, etc.) had received annual suicide prevention training as of March 24, 2009. This writer was also informed that neither medical or mental health personnel working at the BCJJC attend the MDJS annual suicide prevention training. Mental health clinician are said to attend in-service training sponsored by their agency (Hope Health Systems, Inc.).

In sum, the MDJS should be commended for requiring both an 8-hour pre-service and 4-hour annual training commitment to the topic of suicide prevention, as well as for comprehensively listing the required topics in its suicide prevention policy. In addition, although both the MDJS and NJDA training curricula are thorough, they do not address all the topics required by the policy (e.g., "liability issues associated with juvenile suicide," "emergency medical care for youth with suicidal behavior," "responding to suicide attempts (e.g., how to use the cut-down tool, emergency first aid, etc.)," and "discussion of any recent suicidal behavior or

attempts at the facility." Finally, although the MDJS policy requires that all staff who regularly interact with detained youth receive suicide prevention training, it would appear that only approximately two thirds of resident advisors, supervisors, and case managers have received the training.

RECOMMENDATIONS: In order to develop and maintain a viable suicide prevention training program at the BCJJC, the following recommendations are offered. *First*, it is strongly recommended that the suicide prevention training curricula be reviewed and revised to ensure that they include the topics required in the suicide prevention policy, including the following:

- liability issues associated with juvenile suicide
- emergency medical care for youth with suicidal behavior
- responding to suicide attempts (e.g., how to use the cut-down tool, emergency first aid, etc.)
- discussion of any recent suicidal behavior or attempts at the facility

In addition, it is strongly recommended that the revised curricula contain at least the following statistics from this writer's national study of juvenile suicide in confinement[3]:

- The National Center on Institutions and Alternatives completed the first national survey on juvenile suicide in confinement in 2004 for the Office of Juvenile Justice and Delinquency Prevention, U.S. Justice Department. The study identified 110 juvenile suicides during a recent five-year period;

- Deaths were evenly distributed during a more than 12-month period, with the same number of suicides occurring within the initial 1 to 3 days of confinement as occurring in more than 12 months of confinement;

- Only 4% of all suicides occurred within the first 24 hours of confinement;

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[3]See Hayes, L.M. (2009), "Characteristics of Juvenile Suicide in Confinement," *Juvenile Justice Bulletin*, NCJ-214434, Washington, DC: U.S. Justice Department, Office of Juvenile Justice and Delinquency Prevention, February.

- All Detention Center suicides occurred within the first four months of confinement, with over 40% occurring within the first 72 hours;

- Approximately half of the suicides occurred during a six-hour period of 6:01pm and midnight, and almost a third (29%) sustained between 6:01pm and 9:00pm;

- Only 11% of suicides occurred during the nine-hour period of midnight to 9:00am.

- 50% of victims were on room confinement status at the time of death (and 62% of victims had a history of room confinement); and

- The circumstances that lead to room confinement at the time of death included failure to follow program rules/inappropriate behavior (47%), threat/actual physical abuse of staff or peers (42%), and other (11%).

Second, it is strongly recommended that <u>all</u> personnel who have direct contact with youth (including security, direct care, medical, mental health, and education staff) be required to complete the annual 4-hour suicide prevention workshop.

2) **<u>Identification/Screening</u>: Intake screening for suicide risk must take place immediately upon confinement and prior to housing assignment. This process may be contained within the medical screening form or as a separate form, and must include inquiry regarding: past suicidal ideation and/or attempts; current ideation, threat, plan; prior mental health treatment/hospitalization; recent significant loss (job, relationship, death of family member/ close friend, etc.); history of suicidal behavior by family member/close friend; suicide risk during prior confinement; and arresting/transporting officer(s)' views of resident's suicide risk. Must include procedures for referral to mental health and/or medical personnel. Any youth assigned to a special housing unit should receive a written assessment for suicide risk by mental health staff upon admission to the unit.**

Intake screening is crucial to any juvenile facility's suicide prevention efforts. It is imperative that every facility, regardless of size, screen each youth for potentially suicidal behavior upon entry into the facility. A resident can commit suicide at any time during confinement -- beginning immediately following intake and continuing through a stressful aspect of confinement.

Although there is disagreement within the medical and psychiatric communities as to which factors are the most predictive of suicide in general, recent research in the area of juvenile suicides has identified a number of characteristics that are strongly related to suicide, including room confinement/isolation, mental illness, impending transfer to undesirable placement, lack of a social support system, and previous history of suicidal behavior.[4]

<u>FINDINGS</u>: The issue of identification and screening is adequately addressed within MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07). All youth admitted into the BCJJC receive initial screening by intake staff through the Facility Initial Reception/Referral

[4]Ibid.

Screening Tool (FIRRST) form, as well as the Massachusetts Youth Screening Instrument-2nd Version (MAYSI-2). The FIRSST form has two questions related to suicide risk inquiry:

- "Do you, an arresting and/or transporting officer have information, e.g., from observed behavior that indicates a youth is a medical, mental health or suicide risk now?"
- "Are you thinking of hurting and/or killing yourself now?"

This writer observed the FIRRST form being administered during the intake process on March 25, 2009. The first question regarding the opinions from the arresting and/or transporting officer was not solicited (although the box was marked "no") because the youth had been in custody since the late afternoon of March 24 and the arresting/transporting officers had since left the building. Although the Baltimore City Police Department lockup for juveniles was adjacent to the intake area, the BCJJC intake staff did not inquiry as to whether this youth was at risk of suicide during his overnight confinement in the police lockup on March 24. The second question regarding whether the youth was thinking about hurting himself was asked in a rather rapid, uninterested fashion by the intake staff.

In addition, this writer asked that -- if a youth was previously confined in the BCJJC and had been placed on suicide precautions, would such information be available to intake staff during this initial screening process when the youth re-entered the facility? -- the intake officer stated that such information was available and routinely checked through an "Alert" screen on the ASSIST management system. This writer later determined that this information was incorrect. Although the ASSIST system has the capability to store information regarding a youth's prior confinement, BCJJC personnel are currently not entering such information. This writer also reviewed the case files of several youth who had been placed on suicide precautions

during the months of February and March 2009. None of the youth's names had been entered into the Alert screen of the ASSIST system.

In sum, the initial screening process by BCJJC intake personnel is deficient and in need of revision.

Following this initial screening process, the newly arrived youth is then seen in the Medical Unit by a nurse who completes the "Admission Health Screening and Nursing Assessment" form. A "History and Physical Examination" form is completed within five days by a physician. Both forms contain a few questions regarding current suicidal ideation and mental health history.

Finally, each newly admitted youth is assessed by a mental health clinician from Hope Health Systems, Inc. within 72 hours of arrival. A six-page initial mental health assessment, entitled "Biopsychosocial History" form is completed and contains extensive inquiry into both suicide risk and mental illness. For youth who had previously been detained in the BCJJC less than 90 days ago, a shortened "Re-Entry Assessment" form is utilized. Upon referral, the youth is assessed by a psychiatrist, who completes an Initial Psychiatric Evaluation. The screening and assessment forms utilized by Hope Health Systems regarding suicide risk inquiry are excellent.

RECOMMENDATIONS: A few recommendations are offered to strengthen the intake screening and assessment process. *First*, it is strongly recommended that the FIRRST form be revised to include the following inquiry for suicide risk:

- Have you ever attempted suicide?
- Have you ever considered suicide?
- Are you now or have you ever been treated for mental health or emotional problems?
- Have you recently experienced a significant loss (relationship, death of family member/close friend, job, etc.)?
- Has a family member/close friend ever attempted or committed suicide?
- Do you feel there is nothing to look forward to in the immediate future (youth expressing helplessness and/or hopelessness)?
- Are you thinking of hurting and/or killing yourself?
- Was youth on suicide precautions during any prior confinement within a MDJS facility?

Second, in order for intake personnel to answer the last question above (i.e., "Was youth on suicide preventions during any prior confinement within a MDJS facility?), the following procedural recommendations are offered:

- Any youth placed on suicide precautions in the BCJJC should be tagged on the "Alert" section of the ASSIST system by the youth's case manager. This notation will be permanent and not removed during subsequent confinements;

- Intake staff should always review the Alert screen of a newly admitted youth to verify whether the youth was previously confined in the BCJJC or MDJS and had any history of placement on suicide precautions during a prior confinement; and

- Regardless of the youth's behavior or answers given during intake screening, an immediate referral to mental health staff should always be initiated based on documentation reflecting suicidal behavior during a prior confinement.

Third, BCJJC officials should ensure that all intake personnel utilize current MAYSI-2 forms, and discard all copies of the older MAYSI forms.

3) **<u>Communication</u>: Procedures that enhance communication at three levels: 1) between the transporting officer(s) and facility staff; 2) between and among staff (including medical and mental health personnel); and 3) between staff and the suicidal youth.**

Certain signs exhibited by the youth can often foretell a possible suicide and, if detected and communicated to others, can prevent such an incident. There are essentially three levels of communication in preventing juvenile suicides: 1) between the transporting officer(s) and facility staff; 2) between and among facility staff (including mental health and medical personnel); and 3) between facility staff and the suicidal youth. Further, because youth can become suicidal at any point in their confinement, line staff must maintain awareness, share information and make appropriate referrals to mental health and medical staff.

<u>FINDINGS</u>: Although the issue of communication is not addressed within the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07), effective communication of suicide risk between direct care, medical and mental health staff is not an issue that can be easily written as a policy directive, and is often dealt with more effectively through inter-agency forms, regular management meetings, an integrated health care file, interdisciplinary case file review meetings, recurring training sessions and/or shift briefings. In many ways, the BCJJC has established effective mechanisms for communication. For example, the facility schedules weekly administrative meetings that are attended by both mental health and medical personnel. In addition, weekly clinical team meetings are held with all available mental health personnel. Further, medical and mental health files for each youth are integrated into one healthcare chart, and both a "Daily Suicide Watch Log" and "Suicide Log" are kept for youth placed on suicide precautions. These are all good practices. Finally, this writer sensed that direct care, medical,

and mental health personnel generally enjoyed a collegial relationship, and freely shared information regarding the management of suicidal youth.

One concern involves the practice of keeping both a "Daily Suicide Watch Log" and a "Suicide Log." Both logs are maintained by mental health staff from Hope Health Systems. The Daily Suicide Watch Log, sent via e-mail to numerous management-level personnel within the BCJJC, contains the youth's name, housing unit, and level of suicide precautions. The "Suicide Log" is also required to be completed daily when a youth is on suicide precautions. The form, meant to instruct direct care staff (i.e., resident advisors) as to any special conditions of the suicide precaution, contains the youth's name, housing assignment, date of initial assessment of suicide risk, clinician completing assessment, type of assessment (initial/reassessment), level of suicide precautions, and special conditions. The form is kept in binder in Master Control. There is a binder for each of the three housing Pods. It is the expectation that resident advisors from the Pod where the suicidal youth is housed will review the form each day prior to beginning their shift in Master Control. In practice, these forms and binders are rarely reviewed, and mental health clinicians do not always keep them up-to-date. The "Daily Suicide Watch Log" and "Suicide Log" system appears duplicative, impractical, and should be revised.

RECOMMENDATIONS: A few recommendations are offered. *First*, it is strongly recommended that mental health personnel discontinue use of the Suicide Logs that are placed in binders within Master Control. Although a commendable idea, they are simply not being utilized by direct care staff. *Second*, it is strongly recommended that mental health personnel revise the Daily Suicide Watch Log so that it contains the following information: youth's name, housing

assignment, date of initial assessment of suicide risk, clinician completing assessment, type of assessment (initial/reassessment), and current level of suicide precautions. The Daily Suicide Watch Log should continue to be distributed via e-mail to management-level personnel within the BCJJC. In addition, hard copies of the form should be kept in both Master Control, and Floor Control. *Third*, it is strongly recommended that the current "Individual Suicide Tracking Log," which is currently an attachment to the Daily Suicide Watch Log, should instead go to the direct care staff (resident advisor and case manager) responsible for the safe management of the youth on suicide precautions. As such, the Individual Suicide Tracking Log should be attached to the youth's "Suicide Watch Observation Form" that is completed each shift by direct care staff. All staff assigned to the unit in which the youth is housed should be instructed to review the form prior to each shift.

4) **<u>Housing</u>: Isolation should be avoided. Whenever possible, suicidal youth should be housed in general population, mental health unit, or medical infirmary, located in close proximity to staff. They should be housed in suicide-resistant, protrusion-free rooms. Removal of a youth's clothing (excluding belts and shoelaces), as well as use of restraints (e.g., handcuffs, restraint chairs/beds, straitjackets, leather straps, etc.) and cancellation of routine privileges (visits, telephone calls, recreation, etc.) should be avoided whenever possible, and only utilized as a last resort for periods in which the youngster is physically engaging in self-destructive behavior.**

In determining the most appropriate location to house a suicidal youth, there is a tendency for facility officials nationally to both physically isolate and restrain the individual. These responses are often made for the convenience of staff, and to the detriment of the youth. The use of isolation or room confinement (which occurs in over 50 percent of all juvenile suicides) not only escalates the youth's sense of alienation while feeding despair, but further removes the individual from proper staff observation. Whenever possible, suicidal residents should be housed within the general population of a facility and/or located in close proximity to staff. Depending upon facility design, suicidal residents are often ideally housed in a mental health unit or medical infirmary. In sum, housing assignments should not be based upon decisions that heighten depersonalizing aspects of confinement, but on the ability to maximize staff interaction with residents.

<u>FINDINGS</u>: The issue of safe housing is adequately addressed in varying ways within the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07). Youth placed on suicide precautions are housed in their regularly assigned rooms. All the rooms in the facility are relatively protrusion-free (i.e., do not contain any obvious protrusions that could be utilized in a suicide attempt by hanging). Youth are clothed in regular clothing and permitted regular

privileges (showers, recreation, visiting, telephone use, etc.) commensurate with their classification level.

RECOMMENDATIONS: None

5) **Levels of Supervision: Two levels of supervision are generally recommended for suicidal youth -- *close observation* and *constant observation.* *Close Observation* is reserved for the youth who is not actively suicidal, but expresses suicidal ideation and/or has a recent prior history of self-destructive behavior. In addition, a youth who denies suicidal ideation or does not threaten suicide, but demonstrates other concerning behavior (through actions, current circumstances, or recent history) indicating the potential for self-injury, should be placed under close observation. This youth should be observed by staff at staggered intervals not to exceed every 15 minutes. *Constant Observation* is reserved for the youth who is actively suicidal, either by threatening or engaging in the act of suicide. This youth should be observed by a staff member on a continuous, uninterrupted basis. In some jurisdictions, an intermediate level of supervision is utilized with required observation at staggered intervals that do not exceed every 5 minutes. Other supervision aids (e.g., closed circuit television, youth companions/watchers, etc.) can be utilized as a supplement to, but never as a substitute for, these observation levels. Suicidal youth should be reassessed by mental health staff on a daily basis.**

Providing prompt and effective emergency first aid and medical services can save a resident's life. In suicide attempts, the promptness of the response is often driven by the level of supervision afforded the youth. While most facility policies and national correctional standards require that *all* youth be supervised at intervals not to exceed every 30 minutes, with suicidal youth observed more frequently, the regularity of such supervision is often questionable.

In addition, qualified mental health personnel should assess suicidal youth on a daily basis, and an individualized treatment plan (to include follow-up services) should be developed for each youth on suicide precautions. According to NCCHC Standard Y-G-01, "An individual treatment plan should be developed or revised for any juvenile expressing suicidal ideation. This treatment plan should be developed by the mental health staff in conjunction with the patient to address relapse prevention and initiate a risk management plan. The risk management plan should describe signs, symptoms, and the circumstances under which the risk for suicide is likely

to recur, how recurrence of suicidal thoughts can be avoided, and actions the patient or staff can take if the suicidal thoughts do occur."

FINDINGS: The issue of levels of observation is extensively addressed within the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07). Three levels of observation are utilized at BCJJC for suicidal youth: Level 1: Precaution for youth at low risk with a requirement of observation at staggered 10-minute intervals during waking hours; Level 2: Warning for youth at moderate risk with a requirement of observation at staggered 10-minute intervals during both waking and sleeping hours; and Level 3: Alert for youth at high risk with a requirement of constant observation during both waking and sleeping hours. This writer reviewed a Suicide Watch Observation Form that documented the observation of a suicidal youth by direct care staff on March 24. The form appeared to have been accurately completed. In addition, this writer reviewed videotape of several youth on Level 3 status (requiring constant observation) within the previous month. The review found that each youth was observed by direct care staff as required. However, review of the same videotape indicated that direct care staff was not always diligent in pausing and looking into each cell when conducting their required 30-minute rounds during the 3rd shift.[5]

In addition, although the suicide prevention policy requires that mental health clinicians assess youth on Level 1 and Level 2 at least three times a week, as well as assess Level 3 youth daily, current practice is for mental health clinicians to assess ***all*** suicidal youth on a daily basis. A "Clinical Suicide Watch Level Consultation" form is utilized to document these daily

assessments. This two-page form was reviewed and found to be excellent. Finally, the suicide prevention policy requires that all youth discharged from suicide precautions be followed-up and assessed by a mental health clinician at least twice a week until discharge from the BCJJC. This is an excellent policy.

This writer reviewed the health care charts of six (6) youth that had been placed on suicide precautions at the BCJJC during the months of February and March 2009. All the required medical and mental health screening and assessments forms were found in each case file. In addition, all Clinical Suicide Watch Level Consultation forms (as well as psychiatric progress notes utilized by the psychiatrist in lieu of the Consultation form) were up-to-date and clearly documented the youth's behavior and justification for the current level of suicide precautions. This writer did find, however, that twice weekly progress notes required for youth discharged from suicide precautions were not always up-to-date.

RECOMMENDATIONS: A few recommendations are offered. *First*, it is strongly recommended that a serious flaw in the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07) be corrected to require that suicidal youth on Level 1 status be observed during both waking **and sleeping hours**. *Second*, the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07) should be revised to reflect the current practice of mental health clinicians assessing **all** suicidal youth on a daily basis at the BCJJC. This is a standard practice throughout the country and should be required in all MDJS facilities. *Third*, the Hope Health Systems' project director at the BCJJC should instruct/remind clinicians that progress notes are required twice

[5]It should be noted that the federal court monitor in the settlement agreement between the State of Maryland and the U.S. Department of Justice had recently found discrepancies in the observation of youth on seclusion status within

weekly for youth discharged from suicide precautions. *Fourth*, direct care staff should be instructed/reminded to pause and look into each cell to ensure the well-being and safety of each youth when conducting their required 30-minute rounds during the 3rd shift.

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the BCJJC. This writer did not have an opportunity to review this issue and, therefore, offers no opinion.

6) **<u>Intervention</u>: A facility's policy regarding intervention should be threefold: 1) all staff who come into regular contact with youth should be trained in standard first aid and cardiopulmonary resuscitation (CPR); 2) any staff member who discovers a youth attempting suicide should immediately respond, survey the scene to ensure the emergency is genuine, alert other staff to call for medical personnel, and begin standard first aid and/or CPR; and 3) staff should never presume that the youth is dead, but rather initiate and continue appropriate life-saving measures until relieved by arriving medical personnel. In addition, all housing units should contain a first aid kit, pocket mask or mouth shield, Ambu bag, and rescue tool (to quickly cut through fibrous material). Mock drills regarding the proper response to a suicide attempt and instruction on use of various emergency equipment should occur on an annual basis.**

Following a suicide attempt, the degree and promptness of intervention provided by staff often foretells whether the victim will survive. Although both the ACA and NCCHC standards address the issue of intervention, neither is elaborative in offering specific protocols. For example, ACA Standard 3-JTS-4C-28 requires that -- "personnel are trained to respond to health-related situations within a four-minute response time. The training program...includes the following: recognition of signs and symptoms, and knowledge of action required in potential emergency situations; administration of first aid and cardiopulmonary resuscitation (CPR)..." NCCHC Standard J-G-05 states -- "Intervention: There are procedures addressing how to handle a suicide in progress, including appropriate first-aid measures."

<u>FINDINGS</u>: This writer found several problems regarding the issue of prompt intervention in responding to a suicide attempt. First, the issue is not addressed within the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07). In addition, although all direct care personnel are required to receive both first aid and CPR training, according to MDJS training data, only approximately 41 percent (58 of 142) of direct care personnel (i.e., resident advisor,

supervisors, case managers, etc.) at the BCJJC had received first aid/CPR training as of March 24, 2009. The nurse supervisor also informed this writer that many nurses were out of compliance with their first aid/CPR certification.

During a tour of the facility, this writer observed automated external defibrillators (AEDs) in both the Medical Unit and Master Control, and mouth shields were found scattered in a cabinet in the pod shift supervisor's office. Each supervisor was required to carry an emergency rescue tool (to quickly cut through fibrous material utilized in hanging attempts). Finally, a "code" system was not available at the facility to signal medical emergencies, and mock drill training to evaluate staff capabilities and demonstrate appropriate emergency techniques was also not available.

RECOMMENDATIONS: Several recommendations are offered. *First*, it is strongly recommended that the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07) be revised to include procedures regarding the proper emergency response to a suicide attempt. At a minimum, the procedures should include the following:

- All staff who come into contact with youth shall be trained in standard first aid and cardiopulmonary resuscitation (CPR).
- All staff who come into contact with youth shall participate in annual "mock drill" training to ensure a prompt emergency response to all suicide attempts.
- All housing units shall contain an emergency response bag that includes a first aid kit; pocket mask, face shield, or Ambu-bag; latex gloves; and emergency rescue tool. All staff who come into regular contact with youth shall know the location of this emergency response bag and be trained in its use.

- Any staff member who discovers a youth attempting suicide will immediately respond, survey the scene to ensure the emergency is genuine, alert other staff to call for the facility's medical personnel, and bring the emergency response bag to the cell. If the suicide attempt is life-threatening, Master Control personnel will be instructed to immediately notify outside ("911") Emergency Medical Services (EMS). The exact nature (e.g., "hanging attempt") and location of the emergency will be communicated to both facility medical staff and EMS personnel.

- Following appropriate notification of the emergency, the First Responding Officer shall use their professional discretion in regard to entering the cell without waiting for backup staff to arrive. With no exceptions, if cell entry is not immediate, it shall occur no later than four (4) minutes from initial notification of the emergency.

- Upon entering the cell, staff shall *never* presume that the victim is dead, rather life-saving measures shall be initiated immediately. In hanging attempts, the victim shall first be released from the ligature (using the emergency rescue tool if necessary). Staff shall assume a neck/spinal cord injury and carefully place the victim on the floor. Should the victim lack vital signs, CPR will be initiated immediately. All life-saving measures shall be continued by staff until relieved by medical personnel.

- The Shift Supervisor shall ensure that both arriving facility medical staff and EMS personnel have unimpeded access to the scene in order to provide prompt medical services to, and evacuation of, the victim.

- Although the scene of the emergency shall be preserved as much as possible, the first priority shall always be to provide immediate life-saving measures to the victim. Scene preservation shall receive secondary priority.

- An Automated External Defibrillator (AED) shall be located in the Medical Unit and Master Control. All medical staff, as well as designated direct care personnel, shall be trained (both initial and annual instruction) in its use. The Medical Director or Designee shall will provide direct oversight of AED use and maintenance.

- The Medical Director or Designee shall ensure that all equipment utilized in the response to medical emergencies (e.g., crash cart, oxygen tank, AED, etc.) is inspected and in proper working order on a daily basis.

- Although not all suicide attempts require emergency medical intervention, all suicide attempts shall result in the youth receiving immediate intervention and assessment by mental health staff.

Second, it is strongly recommended that BCJJC officials instruct the training coordinator to begin an accelerated first aid/CPR training schedule to ensure all remaining direct care and medical personnel receive first aid and CPR training. *Third*, it is strongly recommended that all housing units contain an emergency response bag (stored in a secure location) that includes a first aid kit; pocket mask, mouth shield, or Ambu-bag; latex gloves; and emergency rescue tool. All staff who come into regular contact with youth shall know the location of this emergency response bag and be trained in its use. *Fourth*, it is strongly recommended that BCJJC officials establish a "code" system to ensure an efficient response to medical emergencies, as well as initiate annual "mock drill" training for all direct care and medical personnel to ensure a prompt emergency response to all suicide attempts.

7) **Reporting: In the event of a serious suicide attempt or suicide, all appropriate facility officials should be notified through the chain of command. Following the incident, the victim's family should be immediately notified, as well as appropriate outside authorities. All staff who came into contact with the victim prior to the incident should be required to submit a statement as to their full knowledge of the youth and incident.**

FINDING: Fortunately, the BCJJC has not sustained any serious suicide attempts nor complete suicides since its opening in 2003. As such, there were no reporting practices to review.

RECOMMENDATION: None

8) **Follow-up/Mortality-Morbidity Review**

Every completed suicide, as well as serious suicide attempt (i.e., requiring hospitalization), should be examined by a mortality-morbidity review. (If resources permit, clinical review through a psychological autopsy is also recommended.) The mortality-morbidity review, separate and apart from other formal investigations that may be required to determine the cause of death, should include: 1) review of the circumstances surrounding the incident; 2) review of procedures relevant to the incident; 3) review of all relevant training received by involved staff; 4) review of pertinent medical and mental health services/reports involving the victim; 5) review of any possible precipitating factors that may have caused the victim to commit suicide; and 6) recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures. Further, all staff involved in the incident should be offered critical incident stress debriefing.

Experience has demonstrated that many juvenile correctional systems have reduced the likelihood of future suicides by critically reviewing the circumstances surrounding instances as they occur. While all deaths are investigated either internally or by outside agencies to ensure impartiality, these investigations are normally limited to determining the cause of death and whether there was any criminal wrongdoing. The primary focus of a mortality-morbidity review should be two-fold: *What happened in the case under review and what can be learned to help prevent future incidents?* To be successful, the mortality-morbidity review team must be multidisciplinary and include representatives of both line and management level staff from the direct care, medical and mental health divisions.

Further, a juvenile suicide can be extremely stressful for staff. Being involved in such an incident often makes the individual feel alienated. They may become ostracized by fellow staff and facility officials. Following a juvenile suicide, misplaced guilt often is displayed by the staff

member who wonders -- "What if I had made my room check earlier?" When crises occur and staff experience the effects of critical incident stress, Critical Incident Stress Debriefing (CISD) is appropriate.

FINDING: Fortunately, the BCJJC has not sustained any serious suicide attempts nor complete suicides since its opening in 2003. As such, there were no follow-up/morbidity-mortality review practices to review. However, current MDJC and BCJJC policies do not address the issue, and the facility should be prepared to effectively respond to a serious suicide attempt or suicide through an established comprehensive procedure.

RECOMMENDATION: It is strongly recommended that the MDJS *Suicide Prevention Policy and Procedure* (No. HC-01-07) be revised to include procedures regarding follow-up and the morbidity-mortality review process in response to a serious suicide attempt or suicide. At a minimum, the procedures should include the following:

- Every completed suicide, as well as serious suicide attempt, shall be examined by a multidisciplinary Morbidity-Mortality Review Team that includes representatives of both line and management level staff from the direct care, medical and mental health divisions.

- The Morbidity-Mortality Review process shall comprise a critical inquiry of: a) circumstances surrounding the incident; b) facility procedures relevant to the incident; c) all relevant training received by involved staff; d) pertinent medical and mental health services/reports involving the victim; e) possible precipitating factors leading to the suicide; and f) recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures.

- When appropriate, the Morbidity-Mortality Review Team shall develop a written plan (and timetable) to address areas that require corrective action. The plan, as well as all written documentation

pertaining to the Morbidity-Mortality Review process, shall be maintained by the Quality Assurance Coordinator in a locked file cabinet.

- Critical Incident Stress Debriefing (CISD) provides affected staff and youth an opportunity to process their feelings about the incident, develop an understanding of critical stress symptoms, and seek ways of dealing with those symptoms. In the event of a serious suicide attempt or suicide, all affected staff and youth shall be offered CISD. For maximum effectiveness, the CISD process and other appropriate support services shall occur within 24 to 72 hours of the critical incident.

C. CONCLUSION

It is hoped that the findings and the recommendations contained within this report will be of assistance to the Maryland Department of Juvenile Services and Baltimore City Juvenile Justice Center. Overall, this writer found the BCJJC had very good policies, procedures, and practices in the area of suicide prevention and the recommendations contained within this report are offered to strengthen an already solid program. It should also be noted that this writer was very impressed by the suicide prevention practices displayed by clinicians from Hope Health Systems, the mental health contractor at the BCJJC. Finally, it should be noted that this writer met numerous direct care, medical and mental health personnel, as well as BCJJC officials (particularly Superintendent Johnitha McNair), who were genuinely concerned about reducing the opportunity for suicidal behavior within the facility and committed to taking whatever actions were necessary to improve upon an already solid program.

Respectfully Submitted By:

s/Lindsay M. Hayes
Lindsay M. Hayes

March 31, 2009

EXHIBIT 3

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of the 1st day of October, 2023 (the "Effective Date"), by and between **HOPE HEALTH PROPERTIES, LLC**, a Maryland limited liability company ("Landlord"), and **HOPE HEALTH SYSTEMS, INC**, ("Tenant").

W I T N E S S E T H:

1. PREMISES.

For and in consideration of the rent hereinafter reserved and the mutual covenants hereinafter contained, Landlord hereby leases to Tenant, and Tenant does hereby rent from Landlord, that certain commercial suite consisting of approximately **15400+/- square feet**, and shown and depicted as the "HOPE HEALTH SYSTEMS, INC" on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"), located within the freestanding building (the "Building") known as **1726-1728 Whitehead Road, Woodlawn, Maryland 21207**, all upon the terms and conditions set forth herein. The land upon which the Premises is located and the improvements constituting the Premises is hereinafter sometimes referred to as the "Property" or "Real Property." Tenant acknowledges that except for the Landlord's Work described in paragraph 18 hereinbelow, Tenant is accepting the Premises and/or Property in its "as-is" "where-is" condition and that Landlord is not furnishing nor shall be required to furnish any improvement or work of any nature whatsoever except for the Landlord's Work (as defined herein). Upon delivery of possession of the Premises to Tenant hereunder, Tenant shall have satisfied itself as to the physical condition of the Premises, and Landlord shall not be obligated to perform any repairs to the Property except as expressly set forth herein. Tenant shall, at the sole cost and expense of Tenant, observe and comply with all laws, requirements, rules, orders, ordinances, restrictive covenants of record, and regulations applicable to the Premises and/or the Property. Tenant represents that it has independently verified that its use of the Premises complies with applicable zoning ordinances and restrictive covenants of record, and further agrees to assume all liability, responsibility, and costs of its violation or noncompliance with same.

The use and occupation by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas, loading facilities, stairways, and other facilities as may be designated from time to time by Landlord, ; subject, however, to the terms and conditions of this Lease and to the reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Said common areas shall be under the exclusive control and management of Landlord and provided the same does not materially interfere with Tenant's right to use, access or enjoy the Premises, the Landlord may from time to time, modify, alter, rearrange or relocate any part of the common areas. Tenant's use of such common areas shall be at its sole risk and shall be under a revocable license. If the common areas should be subsequently diminished, there shall be no abatement of rent or liability to Landlord, nor shall there be deemed an actual or constructive eviction.

2. TERM/RENEWAL TERMS.

(a) Initial Term. The term of this Lease (the "Term") shall commence upon the Commencement Date and shall continue for a period of **five (5) years** thereafter, unless the Term is terminated earlier in accordance with the provisions of this Lease (the "Termination Date"); provided, however, that if the Commencement Date is a day other than the first day of a month, then the Term shall commence on the Commencement Date and shall continue for the balance of the month in which the Commencement Date occurs and for a period of the aforesaid number of consecutive years and months thereafter. The "Commencement Date" of the Lease Term is the later to occur of (i) that day Landlord delivers possession (including a key) to the Premises to Tenant in the condition set forth herein or (ii) (10/1/2023). Tenant acknowledges and agrees that upon completion of the Landlord's Work and Landlord's delivery of written notice that a key to the Premises has been delivered to Tenant and/or placed in a lockbox accessible to Tenant shall be deemed delivery of possession. The term "Lease Year," as used herein, shall mean the one (1) year period beginning on the Commencement Date (or the first (1st) day of the next calendar month in the event the Commencement Date does not occur on the first day of a month) and ending on the

last day of the twelfth calendar month thereafter. Each successive full twelve (12) month period during the Term shall constitute a Lease Year.

(b) Renewal Terms. Tenant shall have **two (2)** options to extend the Term for period of **three (3) additional years** each (each a "Renewal Term"; the initial Term as extended by any Renewal Term (if exercised), being collectively referred to hereinafter as the "Term"). Provided Tenant is not then in default of this Lease beyond any applicable notice and cure period, each Renewal Term shall commence upon the expiration of the prior term if Tenant notifies Landlord in writing at least ninety (90) days prior to the expiration of such prior term that it has elected to cause the Term to include such Renewal Term. The terms and conditions of this Lease shall remain the same during the Renewal Term, except as otherwise provided herein.

3. RENT.

(a) Rent. Tenant covenants and agrees to pay to Landlord during the Term hereof a fixed base annual rental amount in accordance with the Rent Schedule Rider attached hereto as **Schedule 1** (the "Rent"), in advance, not later than the first (1st) day of each calendar month. Whenever it is provided by the terms of this Lease that Tenant is required to make any payment under this Lease, other than of Rent, such payment shall be deemed to be additional rent ("additional rent") and any failure on the part of Tenant to pay additional rent shall entitle Landlord to the same rights and remedies as the failure on the part of Tenant to pay Rent.

(b) Payment. Rent shall be payable in lawful money of the United States of America to Landlord or to such other person at such place and in such form (including electronic funds transfer) as Landlord may from time to time direct by notice to Tenant, in advance, without previous notice or demand therefor and without deduction or setoff. Tenant acknowledges and agrees that all of its covenants and obligations contained herein are independent of Landlord's covenants and obligations contained herein. Rent shall be due and payable not later than the **first (1st) day** of each and every month during the Term hereof, except as otherwise provided herein. No payment by Tenant or receipt by Landlord of a lesser amount than the amounts herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or other form of correspondence concerning payment of rent be deemed an accord and satisfaction and Landlord may accept such check or payment, whether by check, wire transfer or other method of payment, without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease. No endorsement or statement on any check or other form of correspondence concerning the application of any payment shall be binding on Landlord, and Landlord may apply any payment received from Tenant to any payment then due. Tenant shall pay Landlord upon demand the sum of Seventy-Five Dollars ($75.00) for each of Tenant's checks or payments returned to Landlord not paid for insufficient funds or other reasons not the fault of Landlord, to cover Landlord's costs in handling such returned items, and Tenant shall thereafter, upon Landlord's request, pay all future sums due hereunder to Landlord in the form of certified or cashier's checks or money orders. The foregoing returned check charge represents the parties' reasonable estimate as of the date hereof of the extra expenses that Landlord will incur in processing returned checks, the exact amount of such charges being difficult to ascertain, and such charge shall not be considered interest.

4. REAL ESTATE TAXES.

(a) Real Estate Taxes and Assessments; Increases.

(i) In addition to Tenant's obligation to pay Monthly Base Rent hereunder, Tenant agrees to pay all real estate taxes and assessments, both general and special, levied or assessed by any lawful authority, for each tax year during the term hereof against the Property and the improvements thereon. The term "real estate taxes" as used herein means Tenant's "pro rata share" (as defined below) of all real property taxes and assessments that are levied or assessed against the entirety of the real property known as 1726-1728 Whitehead Road, Woodlawn, Maryland 21207, Tax Map 88, Lot 19A, Tax No. 01-2500003692, consisting of approximately 2.457 acres, and the improvements thereon (collectively, the "Real Property") by any lawful governmental authority for each calendar year or fiscal year or portion thereof commencing on the Commencement Date. Real estate taxes are to be prorated for any partial Lease year hereunder (including the initial year of this Lease Term). For the purposes of this Lease, Tenant's "pro rata share" shall mean and refer to a fraction, the numerator of which shall equal the square footage of the Premises, and the denominator shall equal the total square footage attributable to the Building. As of the date hereof, Tenant's pro rata share is deemed to be 35%.

(ii) Tenant shall pay to Landlord, as additional rent hereunder, one-twelfth (1/12th) of the total annual real estate taxes due for any applicable taxing year hereunder, on a monthly-basis concurrently with the payment of Monthly Base Rent above. From time to time, Landlord shall notify Tenant in writing of the most current tax assessment against the Premises, together with Landlord's computation of the monthly amount of such tax to be paid by Tenant hereunder. At the end of each full tax year during the term of this Lease and again at the expiration or termination of this Lease, Landlord shall calculate the actual tax paid or owing for the Premises, and Tenant shall be credited or charged, as the case may be, for such adjustments as may be necessary by reason of any difference between the actual amounts determined by Landlord to have been paid or owing for the Premises (or the pro-rata portion of such amount notwithstanding that payment to the taxing authority may not then be due) and the amount of such taxes actually paid by Tenant to Landlord. A copy of a tax bill or assessment bill received by Landlord from the taxing jurisdiction and delivered to Tenant shall at all times be sufficient evidence of the amount of real estate taxes to which such bill relates. As of the Commencement Date hereof, Tenant's estimated monthly payment of real estate taxes is **$ 2400** (which amount is subject to adjustment as provided in this Section 4).

(iii) The parties acknowledge that the payments made under this Section 4, are predicated on the present real estate tax payment schedule established in Baltimore County, Maryland, which provides for annual payments of real estate taxes in advance. It is agreed that if any real estate taxes become payable in addition to such annual payment of real estate taxes during any lease year due to partial year assessments of expansion improvements, or the like, or for any other reason, that, upon ten (10) days' notice from Landlord that any such real estate taxes are due and payable, Tenant shall such amount as additional rent in the manner set forth in this Section 4.

(iv) Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise surcharge or assessment upon or against the rents payable by Tenant to Landlord which tax, excise surcharge or assessment shall be in the nature of a real estate tax, either by way of substitution or addition thereof, then Tenant shall be responsible for and shall pay said tax as additional rent in the manner provided for in this Section 4.

(b) Taxes On Tenant's Property. Tenant shall be liable for and shall before delinquency pay all taxes and assessments of any kind or nature, and penalties and interest thereon, if any, levied against Tenant's property and any other personal property of any kind regardless of ownership located or installed in and upon the Premises, whether or not affixed to the realty.

5. TENANT IMPROVEMENTS.

Tenant shall, at its own cost and expense, be required to install all equipment and trade fixtures and perform all work to complete and place the Premises in a finished condition ready for Tenant to conduct its business therein. Tenant shall provide Landlord with plans and specifications relating to all work to be done by Tenant on the Premises. All of Tenant's work shall conform to applicable statutes, ordinances, regulations and codes and the requirements of any appropriate insurance company. Prior to the commencement of Tenant's work and until completion thereof, Tenant shall obtain and maintain in effect a builder's risk insurance policy covering Landlord, Tenant, Tenant's contractors and Tenant's subcontractors for all risks that are otherwise required to be insured by Tenant pursuant to this Lease and shall provide a copy of the certificate of insurance simultaneous with the execution of the Lease.. Other than the installation of Tenant's equipment and trade fixtures, Tenant shall make no improvements to the Premises without obtaining Landlord's prior written consent, which consent shall be granted or withheld in accordance with the standards for the making of alterations to the Premises contained in Section 11 below.

6. LANDLORD ACCESS.

Landlord and its agents, employees, invitees and contractors may enter the Property and Premises at all normal business hours to inspect the same and confirm that Tenant is complying with all its obligations hereunder, to make repairs to the same, or for any other reason, in Landlord's commercially reasonable judgment. Landlord shall (except in the event of any emergency or if Landlord's presence is requested by Tenant) provide Tenant with a minimum of twenty-four (24) hours' prior written notice of such access and, during access, to minimize any interference with Tenant's business operations.

7. QUIET ENJOYMENT.

Subject to the terms hereof, Landlord covenants that, if Tenant pays the Rent and all other charges provided for herein, performs all of its obligations provided for hereunder and observes all of the other provisions hereof, Tenant shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises, without any interruption or disturbance from Landlord.

8. UTILITIES AND SERVICES.

(a) Tenant, at its sole cost and expense, shall pay promptly all charges when due for water, gas, electricity, heat, telephone, power, sewer and all other utility services or materials for the Premises, whether supplied by Landlord or by a public or other utility, a public authority, or any other person, or entity, commencing upon the Commencement Date.

(b) Tenant shall provide throughout the Lease Term at its sole cost and expense, its own complete daily janitorial and trash removal services for the Premises.

(c) Promptly after the Commencement Date, Tenant shall arrange with the utility company serving the Premises to provide utility service in Tenant's name and to bill Tenant directly, and Tenant shall pay any deposits required and all amounts due for such utility. Tenant's obligations under this Lease are not affected by any failure or delay in utility supply, installation or repair service.

(d) Landlord shall, under no circumstances, be liable to Tenant in damages or otherwise, for any interruption in service of water, electricity, heating, air conditioning or other utilities and services caused by an unavoidable delay, by the making of any necessary repairs or improvements or by any cause, and the same shall not constitute a termination of this Lease or eviction (constructive or otherwise).

(e) Tenant, after receiving Landlord's prior written consent, which consent shall not be unreasonably, withheld, conditioned, or delayed, shall have the right to alter the utilities, including but not limited to heating, ventilating and air conditioning systems and equipment serving the Premises and Landlord agrees to execute and deliver to Tenant without delay such documentation as may be required to effect such alteration.

9. USE OF PREMISES.

The Premises shall be used and occupied by Tenant as a **Psychiatric Hospital**, and for no other purpose ("Permitted Use"). Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Tenant shall not use the Premises or the Property, nor suffer the Premises or the Property to be used, for any unlawful purpose or in any unlawful manner or in violation of any valid regulation of any governmental body, or in any manner to (i) create any nuisance or trespass; (ii) vitiate any insurance carried by Landlord or on Landlord's behalf; (iii) cause or permit any disruptive, harassing or outrageous conduct; or (iv) be a nuisance, public or private, or menace. In the event of any waste, damage, or manner of use by Tenant, immediately upon written notice to Tenant at the Premises, Tenant shall take such steps as are reasonably necessary to cease such action, and with respect to any necessary repairs, at Landlord's option, Tenant shall make such repairs to Landlord's reasonable satisfaction, or Landlord shall make such repairs and Tenant shall reimburse Landlord, upon demand, for Landlord's cost thereof. Tenant hereby agrees to defend, indemnify and hold Landlord and the Property harmless from and against any and all costs, damages, expenses, and liabilities (including reasonable attorneys' fees) arising out of or related to any breach of this Section 9.

10. SIGNS.

No sign, advertisement, or notice shall be inscribed, painted, affixed or displayed on the windows or exterior walls of the Premises or any public area of the Premises except following Landlord's prior written consent, which consent shall not be withheld, conditioned, or delayed, and in accordance with all applicable laws, regulations, and ordinances.

11. ALTERATIONS; MECHANICS LIENS.

(a) Tenant shall not make or permit to be made any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, both as to whether the alterations may be made and as to how and when they will be made. Any alterations shall be made at Tenant's expense, by its contractors and subcontractors and in accordance with complete plans and specifications approved in advance in writing by Landlord, which approval shall not be shall not be unreasonably withheld, conditioned, or delayed, and only after Tenant: (i) has obtained all necessary permits from governmental authorities having jurisdiction and has furnished copies thereof to Landlord, (ii) has submitted to Landlord an architect's certificate that the alterations will conform to all applicable legal requirements, and (iii) has complied with all other requirements reasonably imposed by Landlord, including without limitation any requirements due to the underwriting guidelines of Landlord's insurance carriers. At Tenant's expense, Landlord shall join in submitting Tenant's plans for any necessary governmental approval, if required by applicable law. Landlord's consent to any alterations and approval of any plans and specifications constitutes approval of no more than the concept of these alterations and is not a representation or warranty with respect to the quality or functioning of such alterations, plans and specifications. Tenant shall pay to Landlord the charge reasonably prescribed by Landlord in consideration for the work of Landlord and its employees and representatives in reviewing and approving such plans and specifications.

(b) In the event Landlord approves Tenant alterations pursuant to the terms of this Section 11, Tenant shall be and is solely responsible for such alterations and for the proper integration thereof with the Property, the Property's systems and existing conditions. Landlord shall have the right, but not the obligation, to supervise the making of any such alterations and to be compensated for such supervision at a rate reasonably prescribed by Landlord. All alterations shall be made at Tenant's expense by contractors which have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. All such construction, alterations, and maintenance work done by or for Tenant shall (i) not alter the exterior appearance of the Property, (ii) not affect the structure or the safety of the Property, (iii) comply with all building, safety, fire, plumbing, electrical, and other codes and governmental and insurance requirements, (iv) not result in any usage in excess of building standard of water, electricity, gas, heating, ventilating, or air conditioning (either during or after such work), unless prior written arrangements reasonably satisfactory to Landlord are made with respect thereto, and (v) be completed promptly and in a good and workmanlike manner, (vi) be performed in compliance with Section 11(e) below.

(c) Following completion of any alterations, at Landlord's request, Tenant (i) shall deliver to Landlord a certificate signed by Tenant stating that such alterations have been completed in accordance with the plans and specifications previously delivered to Landlord and (ii) either shall deliver to Landlord a complete set of "as built" plans showing the alterations or shall reimburse Landlord for any expense incurred by Landlord in causing the Building plans to be modified to reflect the alterations. Tenant hereby agrees to indemnify and hold Landlord harmless against and from any and all claims, damages, costs, and fines arising out of or connected with such alterations.

(d) If any alterations are made without the prior written consent of Landlord, or which do not conform to plans and specifications approved by Landlord or to other conditions imposed by Landlord pursuant to this Section 11, Landlord may, in its sole discretion, correct or remove such alterations at Tenant's expense.

(e) Tenant shall keep the Premises and the Building free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. All persons either contracting with Tenant or furnishing or rendering labor and materials to Tenant shall be notified in writing by Tenant that they must look only to Tenant for payment, and a copy of every such writing shall be promptly provided by Tenant to Landlord upon Landlord's request. Nothing contained in this Lease shall be construed as Landlord's consent to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises, nor as giving Tenant any right to contract for, or permit the performance of, any services or the furnishing of any materials that would result in any liens against the Premises or the Building. If any lien is filed against the Premises or Tenant's leasehold interest therein or if any lien is filed against the Property which arises out of any purported act or agreement of Tenant, Tenant shall discharge the same within ten (10) days after its filing by payment, filing of the bond required by law, or otherwise. If Tenant fails to discharge such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien by paying the amount claimed to be due, by obtaining the discharge by deposit with a court or a title company, or by bonding. Tenant shall pay on demand any amount paid by Landlord for the discharge or satisfaction of any such lien and all reasonable attorneys' fees and other costs and expenses of Landlord

incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

12. OPERATION; REPAIRS.

(a) Except as set forth in Section 12(d) below, Tenant agrees that it will take good care (including repairs and/or replacements) of the Premises, fixtures, and appurtenances, including exterior doors and windows, window frames, hardware and the like, and meters, plumbing (from the point of connection to the Premises), heating and air conditioning equipment, fire and sprinkler systems, its personal property and equipment, and keep same in good order and repair throughout the Term of this Lease, and suffer or permit no waste or injury, reasonable wear and tear excepted; Landlord shall assign to Tenant, for the benefit of Tenant, to the extent they are assignable, any warranties on such equipment furnished to Landlord; that Tenant will conform to all laws, orders, and regulations of the Federal, State, or local authorities, or any of their departments, and will not, through its own act or neglect, cause any situation to exist in or about the Premises which would constitute a violation of any applicable Federal, State, or local regulation or ordinance governing use, occupancy, health, sanitation, or fire; that it will repair at or before the end of the Term, or sooner if so requested by Landlord, all injury done by the installation or removal of furniture or other property, and will surrender the Premises at the end of the Term broom cleaned in as good condition as they were at the beginning of the Term, ordinary wear and tear and casualties by fire and elements excepted. In the event of any increase in insurance as a result of the failure of Tenant to comply with the provisions of this Section 12, Tenant will pay the amount of such increase as additional rent within thirty (30) days after Landlord's written demand. If required by Landlord in its sole discretion, Tenant, at its sole cost and expense, shall procure and maintain contract(s) with a reputable pest control company for all necessary preventative and extermination services. Landlord shall have the right to require Tenant to increase the level of service or to require Tenant to engage a new pest control company if Landlord deems it necessary.

(b) Any damage sustained by any third party caused by mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair is the responsibility of Tenant, shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' and other professional fees, and any other cost which Landlord might reasonably incur. All injury to the Premises or the Property and all breakage done by Tenant, or Tenant's agents, contractors, directors, employees, invitees, licensees or officers shall be repaired immediately by Tenant at Tenant's sole expense. Tenant will indemnify and hold Landlord harmless from and against any and all expenses, liens, claims or damages to person or property which may or might arise by reason of the making of any such alterations, installations, changes, replacements, additions or improvements. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

(c) Tenant covenants and agrees that it will, at Tenant's cost, procure and maintain service/maintenance contracts/policies (the "Service Contracts"), the issuers and contents of which shall be satisfactory to Landlord (whose judgment in that regard shall be reasonably exercised), in force throughout the Term of this Lease (including any Renewal Term if exercised) for the heating, ventilation, and air conditioning systems serving the Premises, in order that those systems and their components will be kept in good working order. Copies of the Service Contracts will be furnished to Landlord as appropriate, throughout the Term (including any Renewal Term). If Tenant has failed to submit proof to Landlord that the Service Contracts required hereby are in force, at any time, Landlord may (but shall not be required to) procure the appropriate Contracts for Tenant, and the cost thereof shall be additional rent due by Tenant to Landlord and shall be due and payable by Tenant to Landlord within ten (10) days after Landlord sends Tenant documentation thereof. Whether or not such Service Contracts are in force, Tenant shall be responsible for the cost of all needed repairs and/or replacements to each and every component of each and every system.

(d) Landlord, at its sole cost and expense and without contribution from Tenant (except in the case such work is caused by the negligence or willful misconduct of Tenant, its guests, agents, employees, contractors, or licensees), shall keep and maintain in good order, condition and repair, and replace when necessary, the structural components, exterior walls, foundation, roof, gutters and downspouts, parking facilities, landscaped areas, and common areas of the Building.

13. TENANT'S INSURANCE; INDEMNITY; LANDLORD'S INSURANCE

(a) Tenant's Insurance Coverage. Tenant shall carry and keep in full force and effect at all times during the Term (and, in the case of "claims-made" policies, for three years following the Term) for the protection of Landlord and Tenant herein, commercial general liability insurance, with minimum limits of coverage of at least One Million and 00/100 Dollars ($1,000,000.00) for each occurrence with an annual aggregate of at least Two Million and 00/100 Dollars ($2,000,000.00), written on a per location basis. Tenant must also maintain umbrella/excess liability insurance in an amount not less than One Million and 00/100 Dollars ($1,000,000.00), written on a per location basis. Notwithstanding the foregoing, Landlord shall have the right to require Tenant to increase the minimum limits of coverage set forth above from time to time to the standard limits of coverage required in comparable locations in the business area in which the Premises is located. Tenant shall forward to Landlord an endorsement to the foregoing liability policies naming Landlord and Landlord's mortgagee, as their interests may appear, as additional insureds. In addition, Tenant, at Tenant's sole cost and expense, shall obtain and maintain in full force and effect throughout the Term, insurance policies providing for the following coverage: (i) Causes of Loss – Special Form to covered property, insuring all of Tenant's property in the Premises, all in an amount equal to not less than the full replacement value and naming Landlord as loss payees; (ii) business income/extra expense coverage in an amount equal to no less than twelve (12) months' Rent; (iii) workers' compensation insurance with a waiver of subrogation in favor of Landlord and employer liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00); and (iv) such other insurance or such different amounts as may be reasonably required by Landlord (or its lender) from time to time during the Term.

(b) Requirements. All insurance policies carried by Tenant pursuant to this Section 13, and any other insurance policies carried by Tenant with respect to the Premises, shall (i) be issued by an insurance company licensed to do business in the state in which the Premises is located who carries a financial rating of at least A-/IX as designated by A.M. Best or similar rating agency, (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; (iii) provide for at least thirty (30) days prior written notice to Landlord of any cancellation of such policy(ies); and (iv) limit deductible amounts to no more than Ten Thousand Dollars ($10,000.00). Prior to Tenant's occupancy of (or earlier entry into) the Premises and thereafter not less than one (1) day prior to the expiration dates of each policy providing all or part of the insurance required pursuant to this Section 13, Tenant shall deliver to Landlord an Acord certificate evidencing Tenant's insurance coverage as required hereunder.

(c) Waiver of Subrogation. To the extent permitted by law and with permission of their insurance carriers, Landlord and Tenant each waive any right to recover against the other on account of any and all property damage claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage or to the extent proceeds would have been realized had the insurance required hereunder been maintained.

(d) Release of Liability. Tenant hereby releases Landlord and its agents and employees from any and all liability or responsibility to Tenant or any person claiming by, through or under Tenant, by way of subrogation or otherwise, for the death of or injury to Tenant or others, or for the loss of or damage to property of others, or for any indirect or consequential or economic loss, injury or damage of Tenant or others, regardless of the cause, it being understood and agreed that Tenant shall carry adequate insurance to protect itself from any such loss, regardless of the cause. Notwithstanding any other provision of this Lease, in no event shall Landlord be liable to Tenant for consequential damages or lost profits, or speculative, punitive, special or exemplary damages.

(e) Indemnification. Tenant agrees to defend, indemnify and save Landlord harmless from any and all liabilities, damages, causes of action, suits, claims, judgments, costs and expenses of any kind (including reasonable attorneys' fees) (i) relating to or arising from or in connection with the possession, use, occupation, management, repair, maintenance or control of the Premises or any portion thereof, or Tenant's business thereon, (ii) relating to or arising from or in connection with any act or omission of Tenant or Tenant's agents, contractors, employees, invitees, licensees or others for whom Tenant is legally responsible, (iii) relating to or arising from or in connection with any breach of any condition, covenant or obligation of this Lease imposed on Tenant, or (iv) resulting from any injury to person or property or loss of life sustained in or about the Premises. The obligations of Tenant under this section shall survive the termination of the Lease without regard to any statute of limitations.

(f) Insurance by Landlord. At all times during the Term, Landlord shall maintain or cause to be maintained in full force and effect all risk insurance covering the Real Property and Building and commercial general liability insurance. Upon request, Landlord shall provide evidence of said coverage upon the request of Tenant during the Term hereof. In addition, Landlord may, but shall not be obligated to, maintain in full force and effect at any time or times during the Term such other insurance coverage, in such amounts and covering such other liabilities or hazards (including, without limitation, as to earthquakes and floods) as is customary for buildings like the Building. The amounts and scopes of coverage of Landlord's insurance shall be determined by Landlord from time to time in its commercially reasonable discretion. Tenant shall pay to Landlord, as additional rent hereunder, one-twelfth (1/12th) of the Tenant's pro rata share of the total annual premiums for Landlord's insurance, on a monthly-basis concurrently with the payment of Monthly Base Rent above. From time to time, Landlord shall notify Tenant in writing of the most current annual premium amount for such policies of insurance, together with Landlord's computation of the monthly amount of the pro rata share of such insurance premiums to be paid by Tenant hereunder. At the end of each calendar year during the term of this Lease and again at the expiration or termination of this Lease, Landlord shall calculate the actual premiums paid or owing for the Premises, and Tenant shall be credited or charged, as the case may be, for such adjustments as may be necessary by reason of any difference between the actual amounts determined by Landlord to have been paid or owing for the Premises (or the pro-rata portion of such amount notwithstanding that payment to the carrier may not then be due) and the amount of such taxes actually paid by Tenant to Landlord. A copy of a bill or invoice received by Landlord from the insurance carrier and delivered to Tenant shall at all times be sufficient evidence of the amount of Landlord's insurance premiums to which such bill relates. As of the Commencement Date hereof, Tenant's estimated monthly payment of Landlord's insurance premiums is **$204** (which amount is subject to adjustment as provided above).

14. PROPERTY AT TENANT'S RISK.

All personal property in the Premises, of whatever nature, whether owned by Tenant or any other person, shall be and remain at Tenant's sole risk and Landlord shall not assume any liability or be liable for any damage to or loss of such personal property; it being understood and agreed that Tenant shall carry adequate insurance to protect itself from any such loss.

15. DAMAGE.

If the Premises shall be damaged by fire or other casualty, the damage shall be repaired within a reasonable time by and at the expense of Landlord (subject to available insurance proceeds), and the Rent shall abate pro rata until the repairs shall have been substantially completed, according to the part of the Premises which is thereby rendered unusable by Tenant; provided, however, that (i) Landlord shall have no obligation to repair, replace or restore Tenant's furniture, furnishings or other personal property and (ii) Tenant shall, with all reasonable diligence and at Tenant's sole expense, repair, replace and restore such furniture, furnishings and other personal property; provided further, however, that if the damage is caused by or results from the negligence or misconduct of Tenant (or anyone acting on behalf of Tenant), the repairs shall be made at the expense of Tenant and the Rent and additional rent shall not abate. Due allowance shall be made in Landlord's repair obligation for reasonable delay which may arise by reason of any adjustment or settlement of insurance claims by Landlord, and for delay on account of events of force majeure.

16. CONDEMNATION.

(a) If all of the Premises is condemned or taken in any manner for public or quasi-public use (including for all purposes of this Section 16, but not limited to, a conveyance or assignment in lieu of a condemnation or taking), this Lease shall automatically terminate as of the date that Tenant is required to surrender possession of the Premises as a result of such condemnation or other taking. If a part of the Premises so condemned or taken renders the remaining portion untenantable and unusable by Tenant for Permitted Use, as determined by Tenant in Tenant's commercially reasonable discretion, this Lease may be terminated by Tenant as of the date Tenant is required to surrender possession of such portion of the Premises, by written notice to Landlord within sixty (60) days following notice to Tenant of the date on which Tenant is required to surrender possession of such portion of the Premises. If a portion of the Premises is condemned or taken so as to require, in the commercially reasonable business judgment of Tenant, a substantial alteration or reconstruction of the remaining portions thereof (i.e., in excess of $1,500,000), this Lease may be terminated by Tenant, as of the date Tenant is required to surrender possession as a result of such

condemnation or taking, by written notice to Landlord within sixty (60) days following notice to Tenant as of the date on which possession of the Premises (or such part thereof) must be surrendered.

(b) Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such condemnation or other taking, together with any and all rights of Tenant now or hereafter arising in or to same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in, or to require Tenant to assign to Landlord, any separate award made to Tenant specifically for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business, provided that such award shall not diminish the award to which Landlord is otherwise entitled.

(c) In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire Premises, the Rent shall be reduced in the proportion that the square footage of the portion of the Premises taken by such condemnation or other taking bears to the square footage contained in the Premises immediately prior to such condemnation or other taking. In the event that this Lease shall be terminated pursuant to this Section 16, the Rent shall be adjusted through the date that Tenant is required to surrender possession of the Premises.

(d) If all or any portion of the Premises is condemned or otherwise taken for public or quasi-public use for a limited period of time (not to exceed ninety (90) days), this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease; provided, however, that (i) during such limited period, the Rent shall be reduced in the proportion that the square footage of the portion of the Premises taken by such condemnation or other taking bears to the square footage contained in the Premises immediately prior to such condemnation or other taking, and (ii) Landlord shall be entitled to whatever compensation may be payable from the requisitioning authority for the use and occupation of the Premises for the period involved.

17. LAWS AND ORDINANCES.

Tenant shall, at its sole expense, promptly observe and comply with all statutes, laws, ordinances, rules, regulations, orders and requirements of all governmental, quasi-governmental or regulatory authorities including, without limitation, police, fire, health or environmental authorities or agencies, applicable Insurance Rating Bureau, and of any liability or fire insurance company by which Landlord or Tenant may be insured at any time during the Term, which are applicable to Tenant, the condition, maintenance or operation of the Premises or the leasehold improvements therein or any part thereof, the occupation or use of the Premises or the conduct of any business in, at, upon or from the Premises, or which are applicable to or require the making of repairs, replacements, installations, alterations, additions, changes or improvements to the Premises or the leasehold improvements therein; subject, however, to the other provisions of this Lease requiring Landlord's prior approval of leasehold improvements.

18. LANDLORD'S WORK. Prior to the Commencement Date hereof, Landlord shall perform the construction, installations, improvements, and/or alterations to the Premises (the "Landlord's Work") set forth in **Exhibit B** attached hereto and incorporated herein by reference. Landlord shall diligently prosecute Landlord's Work to completion and shall use commercially reasonable efforts to complete the same on or before **the Commencement Date**. Upon the Commencement Date hereof, Tenant may enter upon the Premises to install its fixtures and perform other work which may be required in order to ready its daycare operation for opening.

19. EXPIRATION, HOLDOVER.

If Tenant holds possession of the Premises after the termination of this Lease or any permitted extension or Renewal Term thereof, or fails to vacate the Premises in accordance with a validly issued termination notice hereunder, then Landlord shall have the option, exercisable in writing at anytime within thirty (30) days after the date of termination to treat Tenant as a trespasser, or as a Tenant from month to month; then in any such events, and accounting from the date of termination of the Lease or any permitted extension or renewal term thereof, the tenancy shall be at 200% the base monthly Rent at the time of termination, but otherwise upon all the other terms of this Lease, including the provisions of this Section 19. Said additional term may be terminated by Landlord at any time

throughout the duration thereof upon thirty (30) days' notice from Landlord. Nothing contained herein shall be construed within said thirty (30) day period after the date of termination of the Lease to constitute Landlord's permission to occupy the Premises by Tenant after the termination of the Lease or any permitted extension or renewal term thereof. If Landlord elects to treat Tenant as a trespasser, Landlord shall be entitled to the benefit of all public local laws relating to the recovery of the possession of land and tenements held over by tenants, whether now or hereafter in force and effect. Should Landlord fail to exercise its option under this Section 19 within said thirty (30) day period of the date of termination of the Lease or any permitted renewals or extensions, then Tenant shall be considered as a Tenant from month to month, at double the base monthly Rent in effect at the termination of this Lease or any permitted extension or Renewal Term, subject to all provisions of this Lease, including the provisions of this Section 19.

20. EVENTS OF DEFAULT.

The occurrence of any of the following shall be deemed to be an "Event of Default" under this Lease:

(a) if Tenant shall default in the payment, when due, of any amount of Rent or additional rent to be paid by Tenant hereunder and such default shall continue for a period of five (5) days after the date when the same shall become due and payable, although no demand shall have been made for the same;

(b) if Tenant shall default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Tenant's monetary obligations hereunder, or the surrender of the Premises upon the expiration of the Term), or if Tenant shall breach any representation or warranty of Tenant herein, and Tenant fails to cure such default or breach within thirty (30) days after written notice thereof from Landlord, provided that, unless such default endangers the health, safety or welfare of any occupants of the Premises or cannot reasonably be remedied, if said default shall be of such a nature that it cannot reasonably be cured or remedied within said thirty (30) day period, such default by Tenant in the performance of any of the covenants, terms or provisions of this Lease (except as aforesaid) shall not be deemed an Event of Default if Tenant shall have commenced in good faith to cure such default within the aforesaid thirty (30) day period and shall then continuously and diligently pursue such cure to completion within a reasonable time thereafter, not to exceed ninety (90) days total;

(c) if Tenant shall abandon the Premises or vacate the Premises for more than sixty (60) days without Tenant having given prior written notice of such abandonment or vacating to Landlord (so that Landlord may, among other things, make plans to periodically inspect the vacant or abandoned Premises for leaks or other potential problems);

(d) if any steps are taken or any action or proceedings are instituted by Tenant or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of Tenant or the assets thereof;

(e) if Tenant shall become insolvent, make an assignment for the benefit of creditors, or file, be the subject of, or acquiesce in a petition filed in any court in the nature of a bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days);

(f) if any seizure, execution, attachment or similar process is issued against Tenant or Tenant's assets or any encumbrancer takes any action or proceeding whereby any of the improvements, fixtures, furniture, equipment or inventory in or relating to the Premises or any portion thereof or the interest of Tenant therein or in this Lease or any business conducted in or from the Premises shall be taken or attempted to be taken;

(g) if a receiver, manager, custodian or any party having similar powers is appointed for all or a portion of the property or business of Tenant, or any assignee, subtenant, concessionaire, licensee or occupant of the Premises;

(h) if any insurance policy on the property of Tenant or any part thereof is canceled or is threatened by the insurer to be canceled, or the coverage thereunder reduced in any way by the insurer and Tenant has failed to

remedy the condition giving rise to such cancellation, threatened cancellation or reduction of coverage within five (5) days of the date of such policy cancellation or reduction;

(i) if Tenant purports to make a Transfer other than in compliance with the provisions of this Lease; or

(j) the occurrence of any event which, pursuant to the other terms of this Lease entitles Landlord to re-enter the Premises or terminate this Lease.

21. LANDLORD'S REMEDIES UPON DEFAULT.

Upon the occurrence of any Event of Default, Landlord may, with or without additional notice or demand, Tenant hereby waiving any notice to quit, notice to vacate, or any other notice which may be required by law, and without limiting any other of Landlord's rights or remedies, at its option may pursue any one or more of the following remedies:

(a) Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may reenter the Premises, terminate Tenant's right of possession and take possession of the Premises. If necessary, Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the State of Maryland, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or Tenant's right of possession, then everything contained in this Lease to be done and performed by Landlord shall cease, without prejudice, however, to Landlord's right to recover from Tenant all rent and other sums due hereunder through the natural expiration date of the Lease. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall use commercially diligent efforts to relet the Premises for such rent and upon such terms as Landlord is able to obtain at its option, and, if the full Rent shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, the deficiency in Rent, reasonable attorneys' fees, other collection costs and all expenses (including leasing fees) of placing the Premises in first class rentable condition; the order of application of Rent to such indebtedness being determined by Landlord in its sole discretion. Any damage or loss sustained by Landlord may be recovered by Landlord, at Landlord's option, (i) at the time of the reletting; (ii) in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or (iii) in an action deferred until the expiration of the Term of this Lease, in which event the cause of action shall not be deemed to have accrued until the date of expiration of said Term.

(b) Tenant hereby appoints the person identified in the Notice section herein as its agent to receive service of all dispossessory or restraint proceedings and notices thereunder and under this Lease.

(c) Any suit brought to collect the amount of any deficiency in Rent for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord may, in Landlord's sole discretion, choose to defer collection of such amounts until the date upon which the Term expires or would have expired but for such sooner termination, and Tenant hereby agrees that in such event Landlord's cause of action shall be deemed to have accrued as of the date upon which the Term expires or would have expired but for such sooner termination, as the case may be.

Additionally, and not in limitation of any of the foregoing, if Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done by Landlord, and Tenant shall pay Landlord any such amounts expended by Landlord plus fifteen percent (15%) for Landlord's overhead, and the same shall constitute additional rent hereunder due and payable with the next monthly installment of Rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

22. REMEDIES CUMULATIVE; NO WAIVER.

All rights and remedies given herein and/or by law or in equity to Landlord are separate, distinct and cumulative, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any

others. In the event of any breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall, without limitation, have the right of injunction. No pursuit of any remedy by Landlord shall constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of Tenant's violation of any of the covenants and provisions of this Lease. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom of practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof, unless such waiver shall be given in writing and signed by Landlord.

23. SECURITY DEPOSIT. (waived)

Landlord acknowledges receipt of a payment from Tenant at the Lease signing in the sum of NA which payment constitutes a security deposit guarantying Tenant's performance hereunder (the "Security Deposit"). To the extent the Security Deposit has not been applied or exhausted pursuant to the further terms hereof, it shall be returned by Landlord to Tenant at the expiration of the Lease Term. Notwithstanding anything to the contrary contained herein, Landlord shall have the right to apply the Security Deposit to cure any breach by Tenant of any of Tenant's obligations or duties pursuant to this Lease, and Landlord shall be entitled, upon any such application of the Security Deposit, to require Tenant to restore the same (within five (5) days of Landlord's written demand) to the dollar amount set forth in this Paragraph (the un-restored amount shall constitute additional rent hereunder). Landlord shall be entitled to the full use of the Security Deposit, shall not be required to escrow or otherwise segregate the Security Deposit, and no interest shall accrue thereon or be paid or payable by Landlord with respect to the Security Deposit. Tenant's Security Deposit shall be returned, or if the Security Deposit is retained by the Landlord in whole or in part, said retention shall be accounted for by Landlord to Tenant, within thirty (30) days of the termination of Tenant's Lease Term, any renewal period or extension thereof.

24. ASSIGNMENT; SUBLETTING.

Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, license, rent or permit anyone to occupy the Premises or any part thereof, or enter into a management agreement with another person or entity for the management of Tenant's business, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. A change in the control of Tenant shall constitute an assignment requiring Landlord's consent hereunder. The transfer, on a cumulative basis, of 20% or more of the voting or management control of Tenant shall constitute a change in control for this purpose. In order to obtain such consent Tenant shall, within ninety (90) days of Tenant's written notice of such proposed assignment/subletting, submit to Landlord written notice containing the following information: financial statements of the proposed assignee/subtenant for its three (3) most recent fiscal years certified by an authorized officer of the assignee/subtenant, the effective date of the proposed assignment, and the identity of the assignee/subtenant, including the assignee's/subtenant's exact legal name, identity of the assignee's/subtenant's owners (unless publicly held), officers and directors and the business of the assignee/subtenant. In no event shall the proposed effective date of assignment/sublease be less than thirty (30) days after the date of Tenant's delivery of the required information set forth above to Landlord. Landlord shall have thirty (30) days from the receipt of both Tenant's initial notice of proposed assignment/sublease and the information required hereunder, to review Tenant's request and to notify Tenant whether it will consent to such proposed assignee. If, as of the effective date of any permitted assignment or subletting the then remaining Term is less than three (3) years, Landlord may, as a condition to its consent: (i) require that the amount and adjustment schedule of the Rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord. Tenant shall pay all of Landlord's costs and expenses (including attorneys' fees) in connection with any proposed subletting or assignment not to exceed $1,500.00 unless litigation is threatened or involved; and in the event of such threatened or actual litigation, Tenant shall pay all of Landlord's costs and expenses (including attorney's fees) pursuant to Section 32 below.

25. SUBORDINATION.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be and is hereby declared to be subject and subordinate at all times to any mortgage or deed of trust which may now exist or be placed upon the Premises, the Premises and/or the Property upon which the Premises or the Premises are situated. Notwithstanding the foregoing, Landlord shall have the right to subordinate or

cause to be subordinated any such liens to this Lease. If any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, at the request of any successor in interest to Landlord, attorney to and become the tenant of the successor in interest to Landlord provided that Tenant shall not be disturbed in its possession under this Lease by such successor in interest so long as Tenant is not in default under this Lease beyond any applicable notice or cure periods. Within ten (10) business days after request by Landlord, Tenant shall execute and deliver any additional commercially reasonable documents evidencing the subordination of this Lease with respect to any such mortgage or deed of trust, in the form requested by Landlord or by any mortgagee or beneficiary under a deed of trust and reasonably acceptable to Tenant.

26. MORTGAGEE PROTECTION.

Tenant agrees to give any mortgagees or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing of the address of such mortgagees or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees or trust deed holders shall have an additional ninety (90) days within which to cure such default, or if such default cannot be cured within that ninety (90) days, then such additional time as may be necessary if within such time period such mortgagee or trust deed holder shall have commenced and be diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) before Tenant may exercise its remedies under the Lease or in equity or at law.

27. MODIFICATIONS DUE TO FINANCING.

If, in connection with obtaining temporary or permanent financing for the Building or the Property, any lender shall request reasonable modification(s) to this Lease as a condition to such financing, Tenant agrees that Tenant will not unreasonably withhold, delay or defer the execution of an amendment to this Lease to effect such modification(s), provided such modification(s) do not increase the financial obligations of Tenant hereunder or materially and adversely affect (i) the interest hereby created or (ii) Tenant's reasonable use and enjoyment of the Premises.

28. ESTOPPEL CERTIFICATES.

Tenant agrees, at any time and from time to time upon written request from Landlord, to execute, acknowledge and deliver to Landlord or to such person(s) as may be designated by Landlord, within the time period stated by Landlord in such written request (which time period shall not be less than five (5) days from the date thereof), a statement in writing (i) certifying that Tenant is in possession of the Premises, has unconditionally accepted the same and is currently paying the rents reserved hereunder (or, if Tenant has conditionally accepted possession of the Premises, or is not currently paying rent, stating the reasons therefor), (ii) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (iii) stating the dates to which the Rent and other charges hereunder have been paid by Tenant, (iv) stating whether or not, to the best of Tenant's knowledge, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease (or of any event which will, upon the passage of time, constitute a default), and, if so, specifying each such default in detail, (v) stating that Tenant has no knowledge of any event having occurred that authorized (or which, but for the passage of time will allow) the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail), and (vi) such other information as Landlord or such other person may reasonably request. Any such statement, delivered pursuant hereto may be relied upon by any owner, prospective purchaser, mortgagee or prospective mortgagee of the Premises or the Property or Landlord's interest therein. Landlord agrees to provide similar estoppels from time to time for the benefit of Tenant or its designee. It is further understood and agreed that the failure to provide the estoppel certificate described in this Section within the time period specified shall be an "Event of Default" under this Lease notwithstanding the language in this Lease that otherwise provides additional time to cure a non-monetary default.

29. UNAVOIDABLE DELAY.

In the event Landlord is in any way delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any other cause beyond Landlord's reasonable control

(whether similar or dissimilar), then the time for performance of the affected obligation(s) shall be excused for the period of the delay and extended for a period equivalent to the period of such delay, interruption or prevention.

30. NOTICES.

No notice, and no request, consent, approval, waiver or other communication which may be or is required or permitted to be given under this Lease shall be effective unless the same is given in the manner set forth in this Section 30. Each notice given pursuant to this Lease shall be given in writing and shall be (i) delivered in person, (ii) sent by nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt requested, first class postage prepaid, to Landlord or Tenant, as the case may be, at their respective notice addresses as set forth below, or at any such other address that may be given by one party to the other by notice pursuant to this Section 31. Such notices, if given as prescribed in this Section 30, shall be deemed to have been given (a) at the time of delivery if delivery is made in person, (b) on the next business day if deposited with a nationally recognized overnight courier service in time for next day delivery, (c) on the third business day following the date of mailing if mailed, or (d) at the time of delivery if delivery is refused or cannot be effected at the addressee's address (as evidenced in writing). During any interruption or threatened interruption of substantial delay in postal services, all notices shall be delivered personally or by nationally recognized overnight courier service. Electronic communication (i.e. "e-mail") may serve as "written notice" for the purposes described herein.

If to Landlord:

Hope Health Properties, LLC
Attn: Olanrele Fadiora

_____

_____

With a Copy to:

Robert Fulton Dashiell, Esq.
Law Office of Robert Fulton Dashiell
1726 Whitehead Road
Woodlawn, Maryland 21207

If to Tenant:

Hope Health Systems, Inc
ATTN: Olayinka Fadiora
c/o the Premises

31. BROKERS.

Landlord and Tenant each represent and warrant one to another that neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for broker or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

32. ATTORNEYS' FEES.

In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of all or any part of this Lease, the collection of any Rent due or to become due, or recovery of the possession of the Premises, in the hands of an attorney, Tenant agrees to pay Landlord's reasonable attorneys' fees and expenses whether suit is actually filed or not. In addition, if any legal action, arbitration or other proceeding is commenced to enforce and/or interpret any and every provision of this Lease and/or to pursue any remedy for default of this Lease, the "Prevailing Party" shall be entitled to an award of its fees and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees and disbursements (including fees of paralegals and fees on appeal), expert witness fees, court costs (including the preparation of

documents and the filing of any and all papers with the courts and the costs of depositions and investigations) and disbursements. The term "Prevailing Party" shall mean the party who receives substantially the relief desired whether by settlement, dismissal, summary judgment or otherwise. Tenant hereby covenants and agrees to pay to Landlord as additional rent, promptly upon demand, such Landlord's fees and expenses if owed by Tenant to Landlord as provided hereunder. Notwithstanding any judgment related to this contract, the attorneys' fee-shifting provision above shall not be merged into any such judgment but shall survive the same and shall be binding and conclusive on the parties for all time. Post-judgment attorneys' fees and costs incurred related to the enforcement of such judgment related to this contract shall be recoverable hereunder in the same or separate actions.

33. WAIVER OF JURY TRIAL; COUNTERCLAIMS.

LANDLORD AND TENANT EACH HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. TENANT SHALL NOT IMPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING OR OTHER ACTION BASED ON TERMINATION OR HOLDOVER UNLESS FAILURE TO DO SO CAUSES TENANT TO LOSE FOREVER ANY SUCH CLAIM BECAUSE IT CAN ONLY BE ASSERTED AS A COUNTERCLAIM IN SUCH A PROCEEDING OR ACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THE SAME HAS EXECUTED THIS LEASE.

34. ASSIGNS AND SUCCESSORS.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

35. HEADINGS; INTERPRETATION.

(a) The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and reference, and in no way shall be held to explain, modify, amplify, define, limit, construe, or describe the scope or intent of such Sections of this Lease nor in any way add to the interpretation, construction or meaning of any provision or otherwise affect this Lease.

(b) Each obligation of any party hereto expressed in this Lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.

36. SEVERABILITY.

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

37. APPLICABLE LAW; SUBMISSION TO JURISDICTION.

This Lease shall be construed under the laws of the state in which the Premises is located, without regard to the conflict of laws principles thereof. In any action to enforce or interpret this agreement, the parties consent to

personal and subject matter jurisdiction in the state or federal courts having jurisdiction in the county and state in which the Premises is located.

38. RECORDING.

Neither this Lease nor any memorandum nor short form hereof shall be recorded in the land or other records of the county in which the Premises is located without the prior written consent of Landlord (which may be withheld in Landlord's sole discretion). Any such memorandum of lease shall provide that Landlord shall have the right to unilaterally release the memorandum upon the expiration or earlier termination of the Lease. Tenant shall bear all taxes and fees in connection with any permitted recordation.

39. TIME IS OF THE ESSENCE.

Time is of the essence in this Lease and of all provisions hereof, except as expressly set forth to the contrary herein.

40. SURVIVAL OF OBLIGATIONS.

All of Tenant's duties and obligations provided for herein, including any and all indemnifications of Landlord and the Property, to the extent that the same shall not be fulfilled during the Term hereof, and Landlord's rights and remedies in respect of such unfulfilled duties and obligations, shall survive and remain in full force and effect notwithstanding the expiration or sooner termination of the Term of this Lease.

41. EXECUTION OF DOCUMENTS.

Tenant irrevocably constitutes Landlord, the agent and attorney of Tenant for the purpose of executing any agreement, certificate, attornment or subordination required by this Lease if Tenant fails to execute any such document within five (5) days after the receipt of a request in respect thereof.

42. ENTIRE AGREEMENT.

This Lease consists of this writing and is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations, discussions, representations, warranties, agreements and inducements between the parties having been incorporated herein. No course of prior dealing between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. This Lease can only be modified by a writing signed by all of the parties hereto or their duly authorized agents. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

43. HAZARDOUS MATERIALS.

Tenant shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance, without the prior written consent of Landlord, except for customary office supplies and cleaning supplies, which may be stored or used in the Premises provided the storage, use, handling, treatment and disposal thereof complies with all applicable laws. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Tenant shall: (a) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions now existing or hereinafter in effect governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances, (b) at its own expense, promptly contain and remediate any Release of Hazardous Substances arising from or related to Tenant's activities in the Premises, the Premises, the Property or the environment and remediate and pay for any resultant damage to property,

persons, and/or the environment, (c) give prompt notice to Landlord, and all appropriate regulatory authorities, of any Release of any Hazardous Substance in the Premises, the Premises, the Property or the environment arising from or related to Tenant's activities, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, (d) at Landlord's request, retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct, at Tenant's expense, an environmental audit of the Premises and immediate surrounding areas, (e) reimburse Landlord, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in the Premises, if such testing is required by any governmental agency or Landlord's Mortgagee, (f) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance. Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the Premises, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises or the Property, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all governmental authorities under CERCLA and all other applicable environmental laws. Tenant's obligations and liabilities under this Section shall survive the expiration of this Lease.

44. PROHIBITED PERSONS AND TRANSACTIONS.

Tenant represents and covenants to Landlord that: (i) it is currently in compliance with, and shall at all times during the Term (including any extension thereof) remain in compliance with, all anti-terrorism and anti-money laundering laws, including, without limitation, the USA Patriot Act of 2001 (the "Patriot Act") and the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 (the "Money Laundering Act"), together with all rules, regulations and orders issued in connection with such laws, including, without limitation, U.S. Presidential Executive Order 13224 signed on September 23, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (the "Executive Order"); and (ii) neither Tenant, nor any person or entity that directly owns a 10% or greater equity interest in it, nor any of its officers, directors or managing members, is listed on the "Specially Designated Nationals and Blocked Persons List" (published by the Office of Foreign Asset Control of the Department of the Treasury at http://www.ustreas.gov/offices/enforcement/ofac) (the "SDN List"), or is otherwise identified by government or legal authority as a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business. In the event of any violation of this section, Landlord shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY LANDLORD ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS, REPRESENTATIONS OR COVENANTS. These indemnity obligations shall survive the expiration or earlier termination of this Lease.

45. TENANT EXECUTION OF LEASE.

The execution and delivery of this lease by Tenant to Landlord does not constitute a reservation of or option for the Premises, and this Lease shall become effective only if and when Landlord executes and delivers the same to Tenant, provided, however, that the execution and delivery by Tenant of this Lease to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained.

[Signatures appear on following page]

IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed by its authorized agent, and Tenant has caused these presents to be signed and sealed in its entity name by its duly authorized officer or partner, all done as of the date first set forth above.

WITNESS/ATTEST:

LANDLORD:

HOPE HEALTH PROPERTIES, LLC

By: _____ (SEAL)
Print Name: Olanrele Fadiora
Title: Authorized Agent

WITNESS/ATTEST:

TENANT:

_____ (SEAL)
Hope Health Systems, Inc

SCHEDULE 1

RENT SCHEDULE RIDER – BASE RENT

In addition to all other payment obligations provided hereunder, Tenant shall pay to the Landlord the following base Rent, in monthly installments, subject to and in accordance with the terms and conditions specified in the Lease:

Lease term	Base Rent
10/1/2023-09/30/2024	$19250/month
10/1/2024-09/30/2025	$19250/month
10/1/2025-09/30/2026	$19250/month
10/1/2026-09/30/2027	$19250/month
10/1/2027-09/30/2028	$19250/month
Renewal term (if exercised)	**Base Rent**
10/1/2028-09/30/2029	$19250/month
10/1/2029-09/30/2030	$19250/month
10/1/2030-09/30/2031	$19250/month
10/1/2031-09/30/2032	$19250/month
10/1/2032-09/30/2033	$19250/month

Tenant warrants and represents to the Landlord that it has physically inspected and independently verified the actual location, area, and dimensions of the Premises prior to the execution of this lease, and that it accepts and is satisfied with the actual location, area, and dimensions of the Premises for its use, at the sums stipulated in this **Schedule 1**.

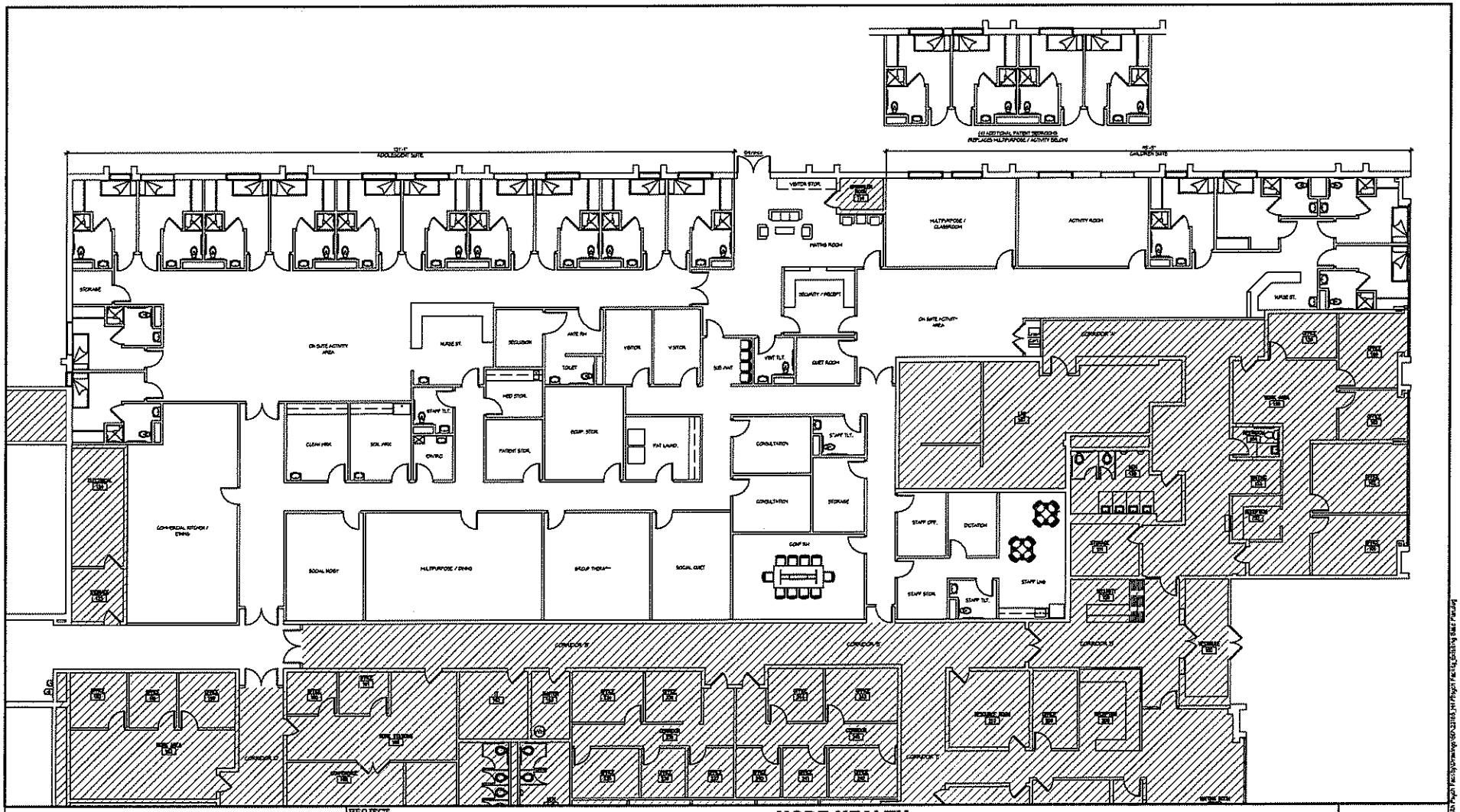
EXHIBIT A

Approx. sf.

Exhibit B

Landlord shall perform all work as directed by the Tenant to render the Premises in the condition so that upon installation of Tenant's personal property the Premises shall be suitable for the opening and operation of Tenant's Psychiatric Hospital; provided that (i) the Tenant shall furnsh the landlord with detailed, permit ready drawings and specifictions for all work to be performed by Landlord; and (ii) the Landlord shall not be required to expend more than (insert amount) to complete the work requested by the Tenant and the Landlord shall have no responsibility for any deficiencies, errors or omissions in the drawings and specifications furnished by the Tenant.

EXHIBIT 4



HD2 ARCHITECTURE + DESIGN
516 N Charles Street
Suite 500
Baltimore, MD 21201
410.752.2700
hd2design.com

PROJECT TITLE:

HOPE HEALTH
PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

SHT. TITLE: **PROPOSED FLOOR PLAN LAYOUT - REVISED**

DATE: 12/21/2022 SCALE: 1/16" = 1'-0" PROJ. #: 22188

SN-1

HD2 ARCHITECTURE + DESIGN

516 N Charles Street
Suite 500
Baltimore, MD 21201

410.752.2700
hd2design.com

PROJECT TITLE:

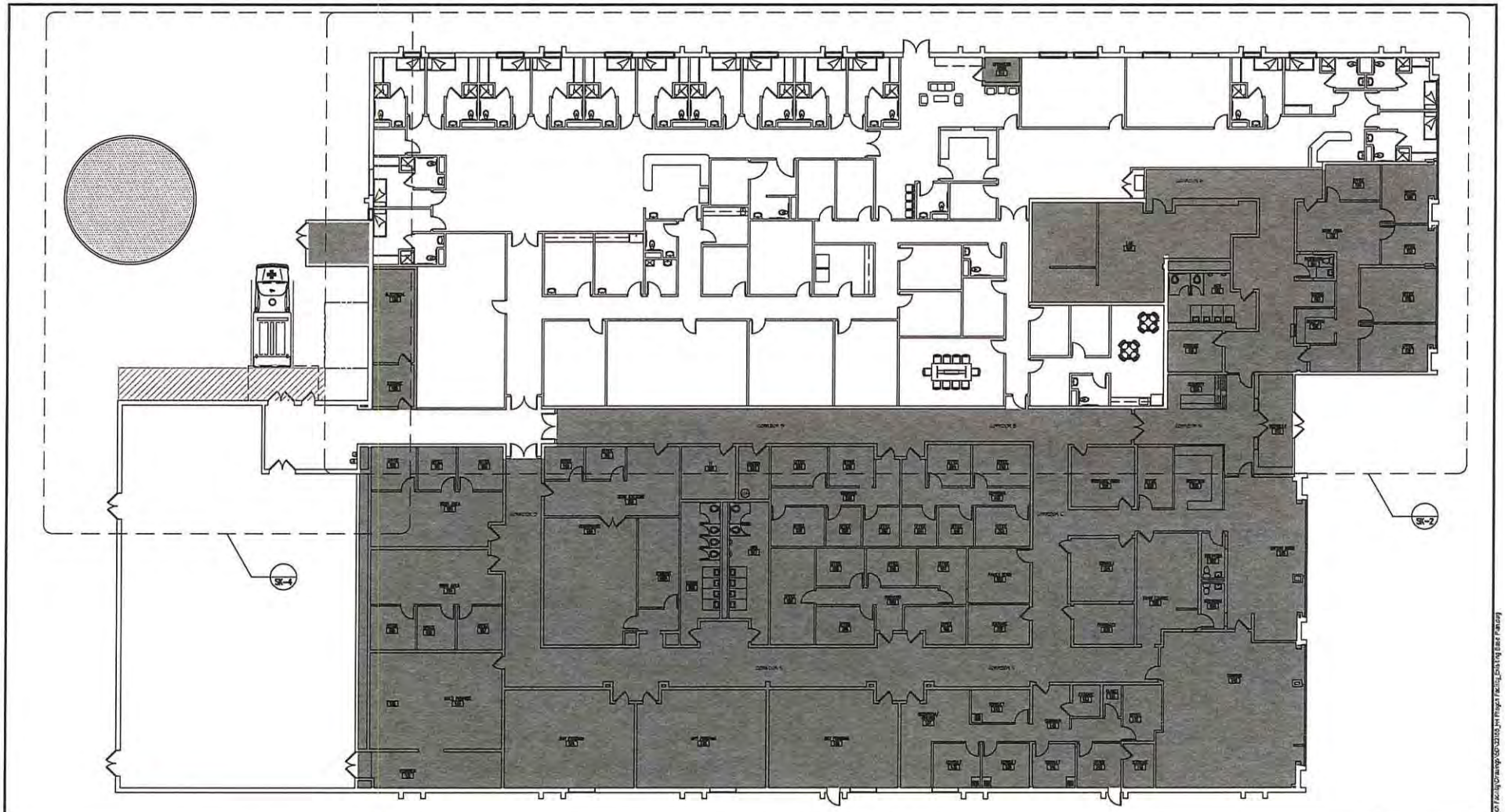
HOPE HEALTH

PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

SHT. TITLE: **DEMOLITION FLOOR PLAN**

DATE: 03/13/2023 SCALE: 1/16" = 1'-0" PROJ. #: 22188

SK-0



HD2 ARCHITECTURE + DESIGN
516 N Charles Street
Suite 500
Baltimore, MD 21201
410.752.2700
hd2design.com

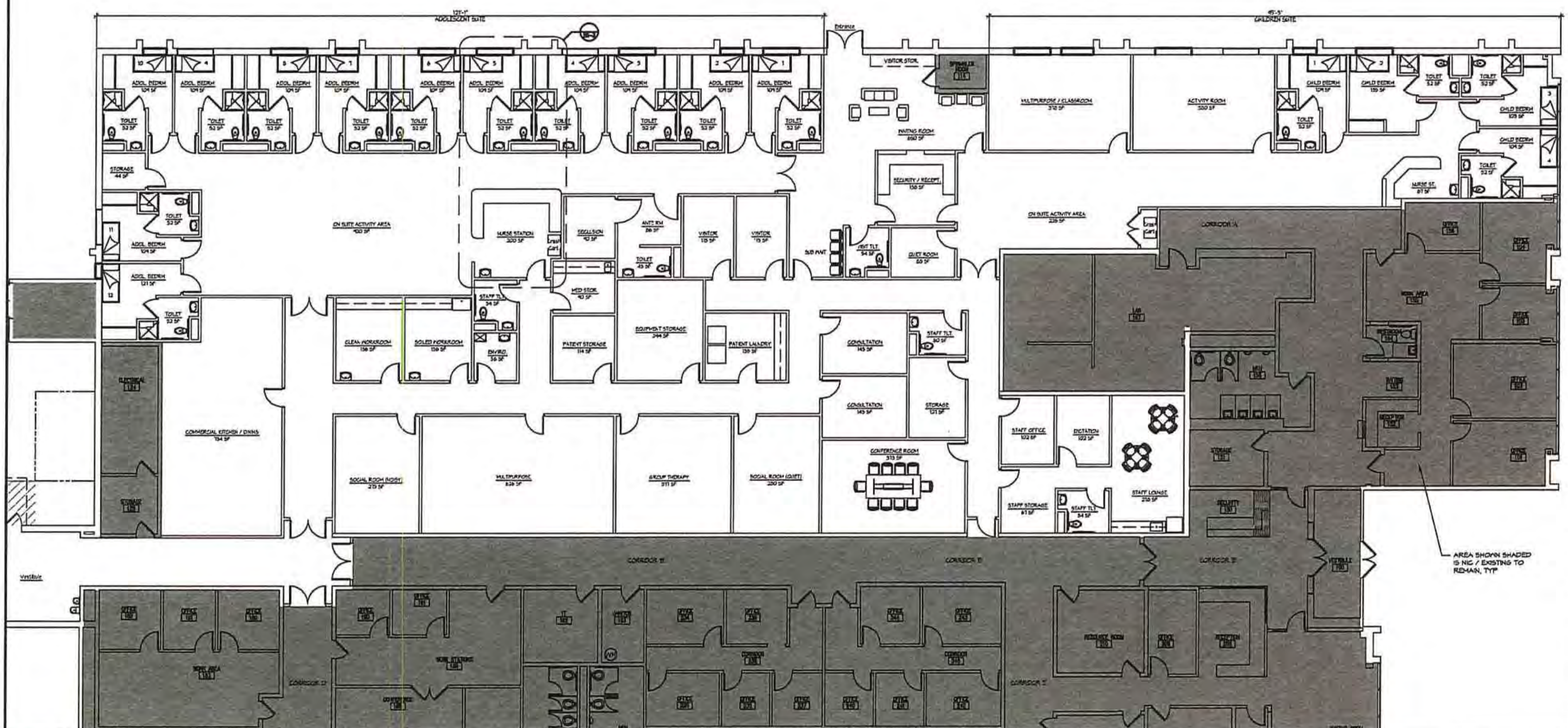
PROJECT TITLE:

HOPE HEALTH
PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

SHT. TITLE: **OVERALL BUILDING PLAN**

DATE: 03/13/2023 SCALE: NTS PROJ. #: 22188

SK-1



516 N Charles Street
Suite 500
Baltimore, MD 21201

HD2 ARCHITECTURE + DESIGN

410.752.2700
hd2design.com

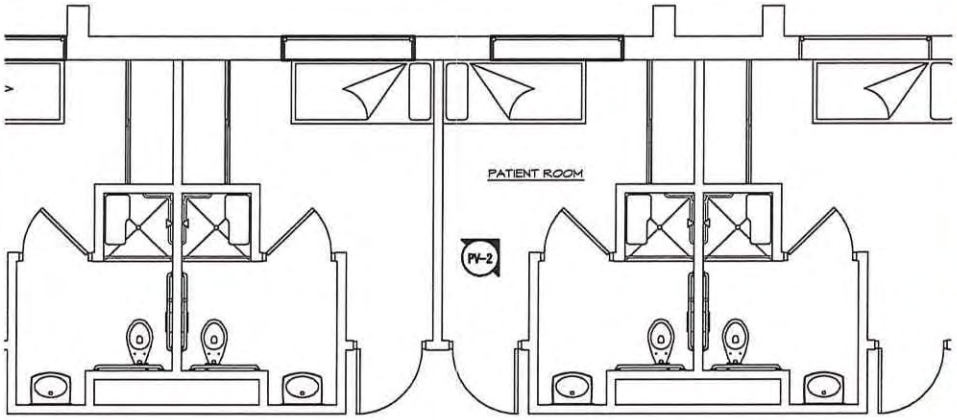
PROJECT TITLE:

HOPE HEALTH
PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

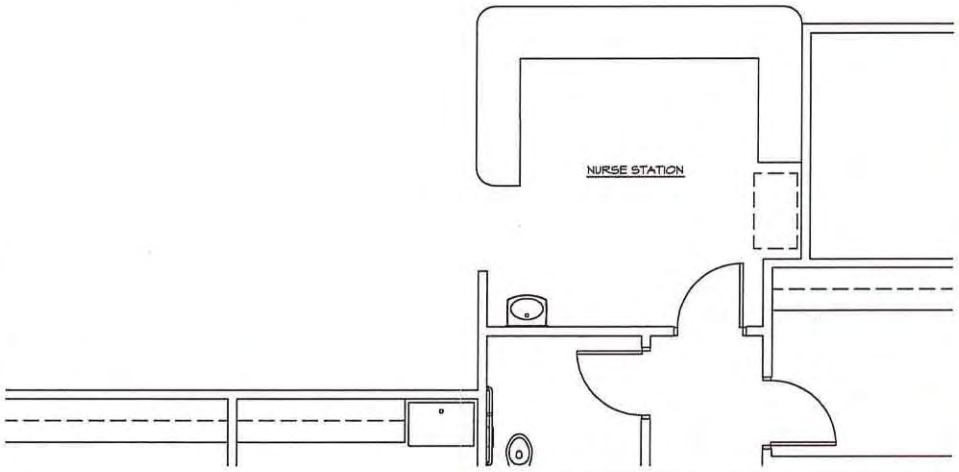
SHT. TITLE: **ENLARGED PROPOSED FLOOR PLAN**

DATE:	03/13/2023	SCALE:	1/16" = 1'-0"	PROJ. #:	22188

SK-2



PV-1



PERSPECTIVE VIEW (PV-1) - NURSE STATION

PERSPECTIVE VIEW (PV-2) - TYPICAL PATIENT ROOM

HD2 ARCHITECTURE + DESIGN
516 N Charles Street
Suite 500
Baltimore, MD 21201
410.752.2700
hd2design.com

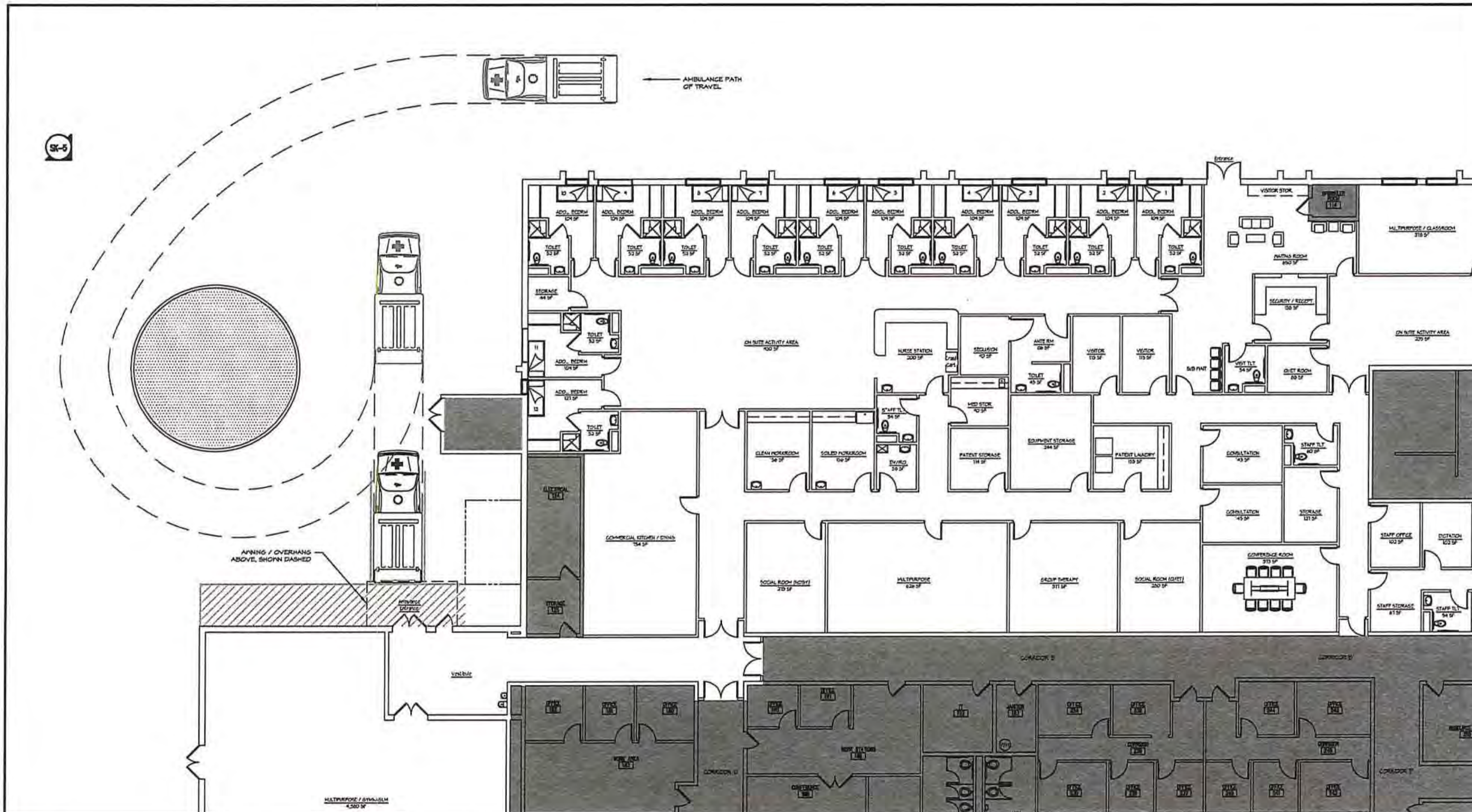
PROJECT TITLE:

HOPE HEALTH
PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

SHT. TITLE: **ENLARGEDPLANS & PERSPECTIVES**

DATE: 03/13/2023 SCALE: 3/16" = 1'-0" PROJ. #: 22188

SK-3



516 N Charles Street
Suite 500
Baltimore, MD 21201
410.752.2700
hd2design.com
HD2 ARCHITECTURE + DESIGN

PROJECT TITLE:

HOPE HEALTH

PSYCHIATRIC FACILTITY

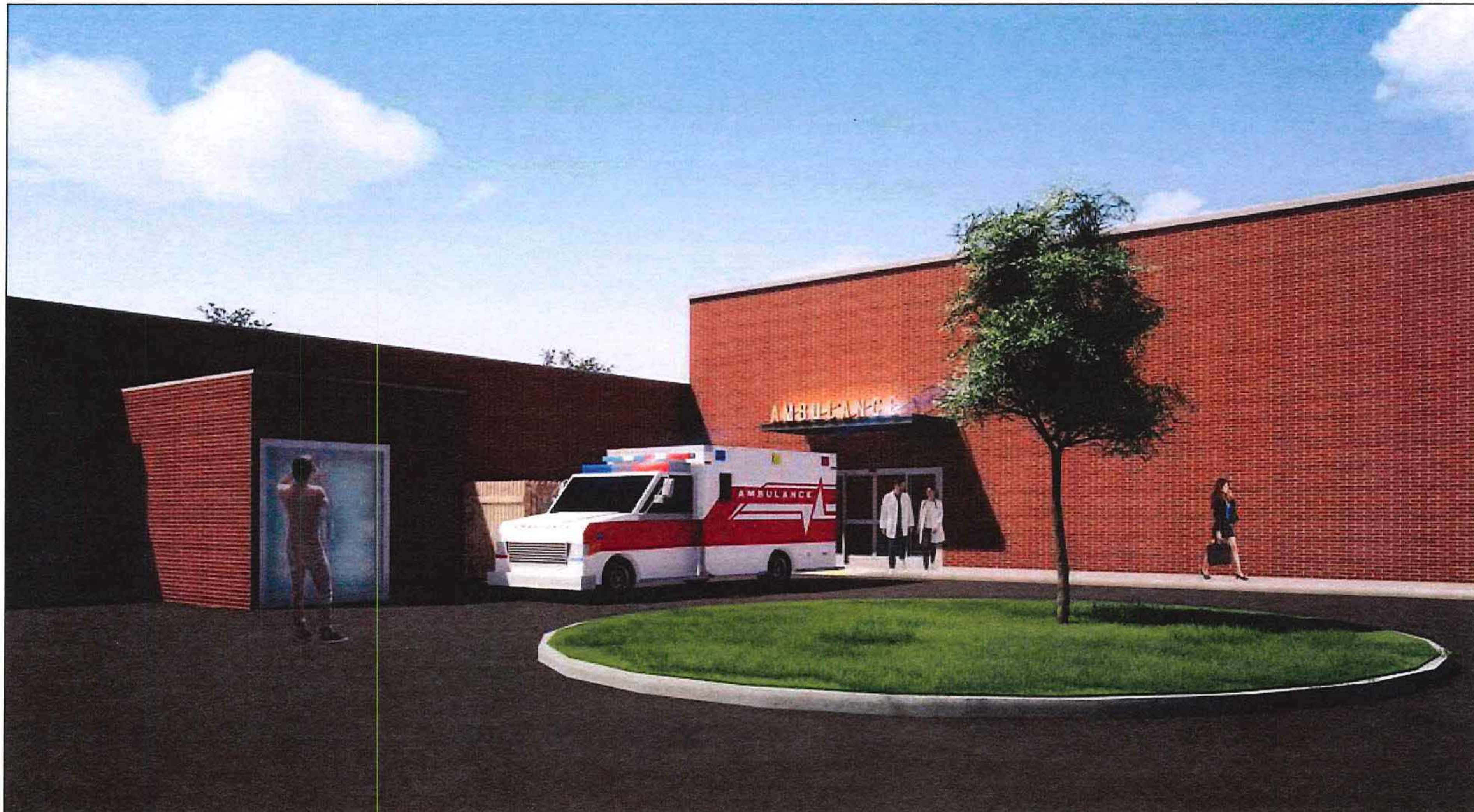
1726 WHITEHEAD RD

WOODLAWN, MD 21208

SHT. TITLE: **AMBULANCE ENTRANCE PLAN & PERSPECTIVE**

DATE: 03/13/2023 | SCALE: 1/16" = 1'-0" | PROJ. #: 22188

SK-4



516 N Charles Street
Suite 500
Baltimore, MD 21201

410.752.2700
hd2design.com

HD2 ARCHITECTURE + DESIGN

PROJECT TITLE:

HOPE HEALTH
PSYCHIATRIC FACILTITY
1726 WHITEHEAD RD
WOODLAWN, MD 21208

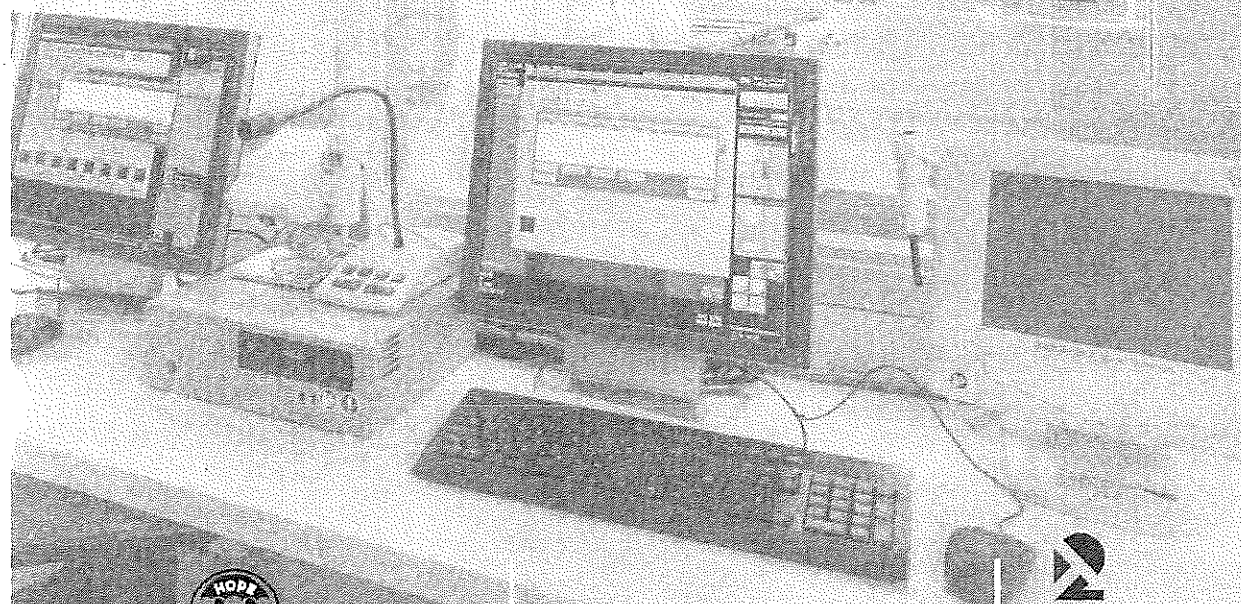
SHT. TITLE: **AMBULANCE ENTRANCE PERSPECTIVE**

DATE: 03/13/2023 SCALE: NTS PROJ. #: 22188

SK-5

EXHIBIT 5

HEALTHCARE EXPERIENCE



Hope Health Systems, Inc.

HD2 ARCHITECTURE + DESIGN

Yinka Fadiora
Hope Health Systems

CONTENTS

LEADER COMMUNICATION & TEAM EXPERIENCE

PROJECT CONTROLS

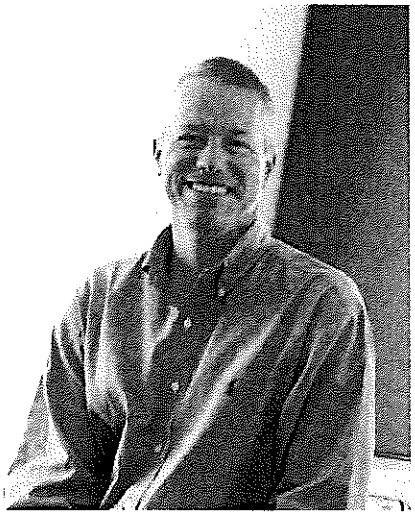
30 YEARS OF QUALITY DESIGN SOLUTIONS

HD2 is the architecture and interior design firm that helps clients succeed by providing quality design solutions. We have been in business since 1991 and we are located in the Central Business District of Baltimore, Maryland.

The Heath Design Group team believes that the balance of functional design and cultural aesthetics contribute to successful businesses. Our experienced team members are licensed and accredited, are knowledgeable about building codes, ADA, life safety and LEED requirements, and stay current with industry innovations and practices. We are responsive & accommodating to our clients and we offer principal involvement on every project.

Brian Laug, AIA, NCARB

Architect / Principal In Charge
HD2



Brian's responsiveness, integrity and commitment to principal involvement have greatly shaped the firm's culture for over 20years.

A graduate of The University of Maryland with a Bachelor of Architecture, Brian Laug serves as the Managing and Design Principal of HD2. Brian's port-folio encompasses a broad spectrum, including corporate office, healthcare, retail and industrial projects. Whether designing a new building or planning office space, Brian'screative ability provides clients with functional solutions that are keyin the design process. His dedication to client-oriented architecture has contributed largely to the success of HD2'sclients.

RELEVANT PROJECT EXPERIENCE

Chase Brexton Health Clinic/Randallstown, MD / Project Architect/Designer

Mid Atlantic Spine/Clinic & Ambulatory Center Newark, DE /Principal In Charge

Medstar Health Ambulatory Center / Dundalk, MD /Principal in Charge

Medstar Health Urgent Care /Gaithersburg,MD /Principal in Charge

UMMC Apoteca Chemotherapy Robot/ Baltimore, MD /Principal in Charge

St. Agnes Hospital
AICU &IMCU /Baltimore, MD /
Project Designer and Architect

Johns Hopkins Health System/Spect CT / Baltimore, MD/Principal in Charge

Johns Hopkins Health System /Catheterization Lab /Baltimore, MD /Principal in Charge

Johns Hopkins Health System /IR Single/ Baltimore, MD /Principal in Charge

Washington Adventist Hospital
Facility Master Plan /Takoma Park, MD/
Principal Designer and Architect

Good Samaritan Hospital
Visitor Center* /Baltimore, MD/
Lead Designer/Architect

PNC
/Multiple Locations, USA /Interior Designer

SAIC
/Multiple Locations, USA/Principal In Charge

OFFICE LOCATION

Baltimore, MD

EDUCATION

Bachelorof Architecture,
University of Maryland

PROFESSIONAL AFFILIATIONS

American Institute of
Architects (AIA)

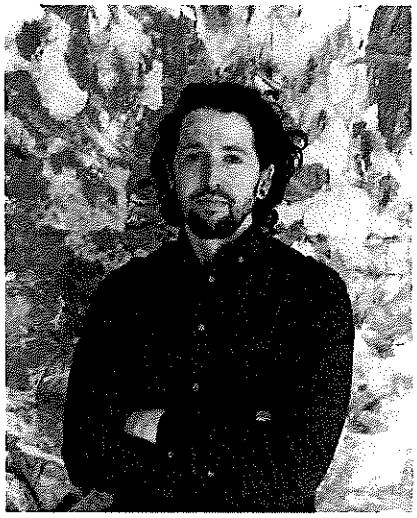
National Council of Architectural Registration Boards
(NCARB)

US Green Building Council
(USGBC)

International Code Council
(ICC)

Jonathan Kellogg, AIA

Architect / Project Manager
HD2



Jonathan is an innovative architect with diversified experience in design, leadership and providing distinct solutions to complex problems.

Jonathan brings to HD 2 a vast background of over 15years in commercial design focusing on the healthcare and goverment facilities sectors, he has experience working for a number of high profile clients. His passion for architecture, and interfacing with people of different backgrounds, has led him to make significant contributions on a large variety of local, national and international projects.

RELEVANT PROJECT EXPERIENCE

Ireland Army Community Hospital Pathology Lab, /Fort Knox, KY / Architect *

Blanchfield Army Community Hospital / Blue Clinic / Fort Campbell, KY /Architect *

Blanchfield Army Community Hospital Inpatient Behavioral Health /Fort Campbell, KY /Architect *

Tinker Airforce Base Veterinary Treatment Facility /Oklahoma City, OK/Architect *

Ireland Army Community Hospital, Medical Surgery Ward /Fort Knox, KY /Architect *

Shuttleworth Dental Clinic/ Charleston, SC /Architect *

Reynolds Army Health Clinic, Behavioral Health Clinic /Ft Sill, OK /Architect *

Bayne-Jones Army Community Hospital Inpatient and Outpatient Pharmacy/Fort Polk, LA/Architect *

Johns Hopkins Health System/Spect CT / Baltimore, MD/Architect

Johns Hopkins Health System/ Catheterization Lab /Baltimore, MD / Architect

Johns Hopkins Health System /IR Single Plane/ Baltimore, MD /Architect

Under Armour Innovation Lab /Baltimore, MD/Architect *

Under Armour Global Retail /Baltimore, MD /Architect *

Under Armour Retail Space /Manchester, UK /Architect *

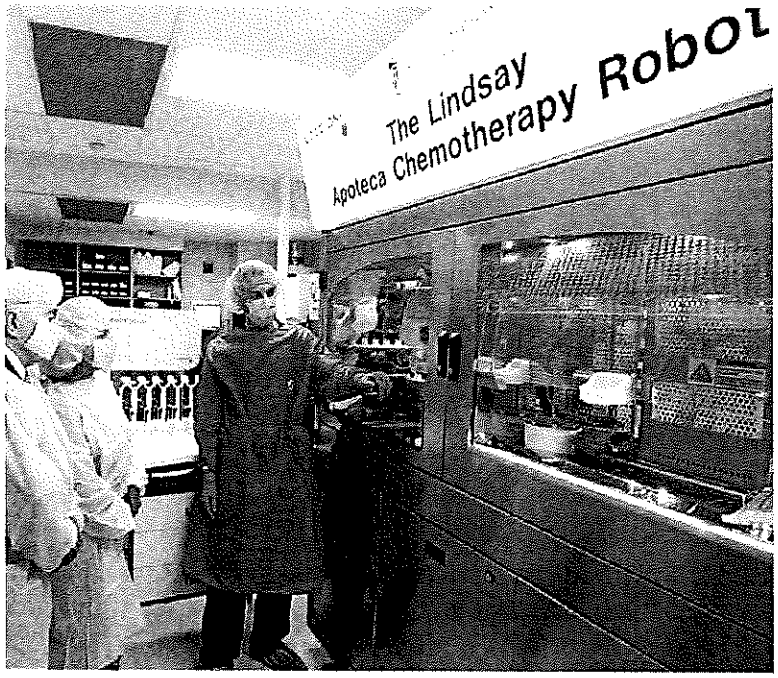
OFFICE LOCATION

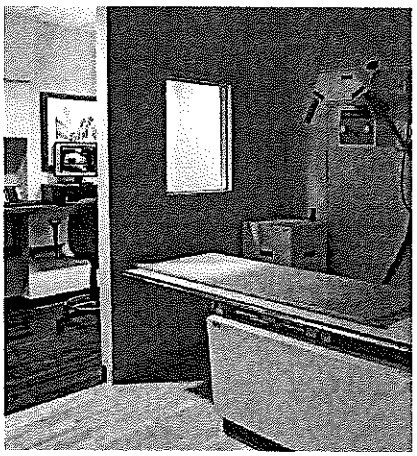
Baltimore, MD

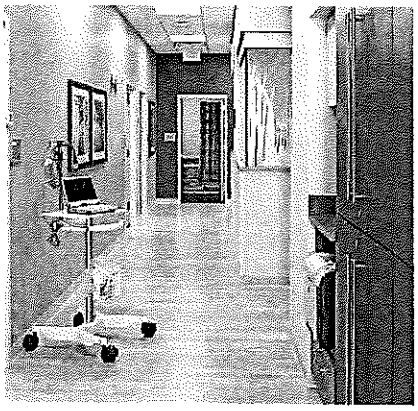
EDUCATION

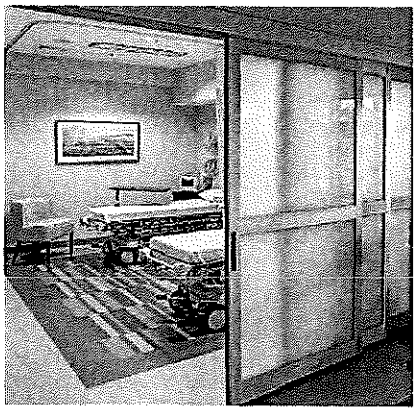
Bachelor of Arts, University of Maryland

HEALTHCARE EXPERIENCE







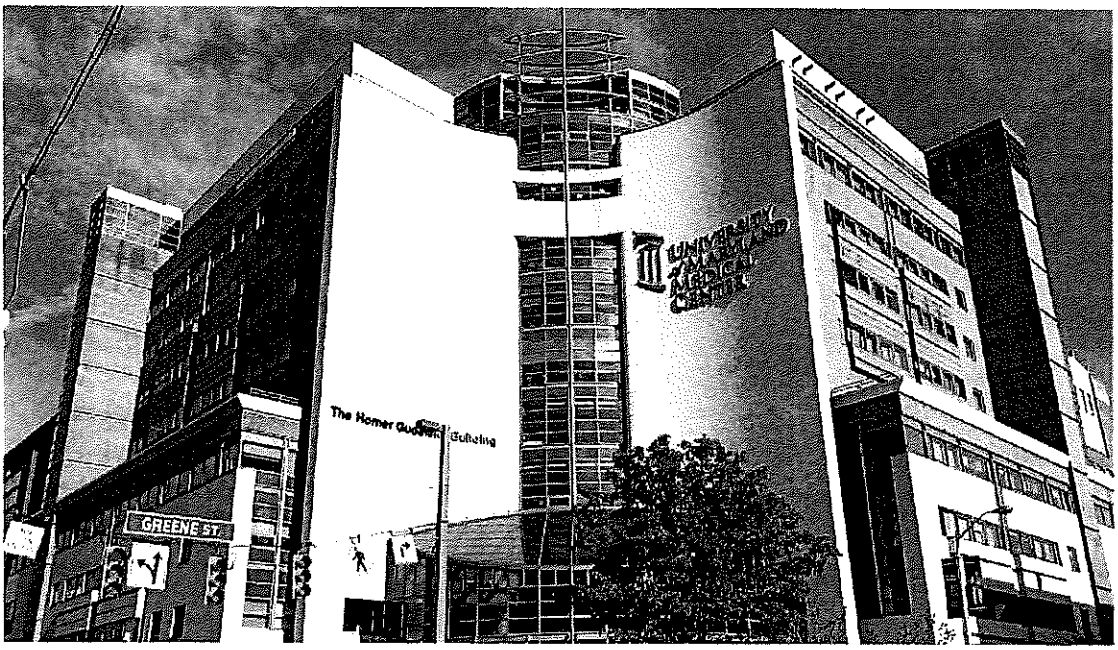


THE KNOWLEDGE AND EXPERIENCE TO CREATE AN ENVIRONMENT THAT IS SOOTHING AND FUNCTIONAL.

Working within health-related environments requires the knowledge of applicable codes and the needs of the staff as well as either patients or users. HD2 has the knowledge and experience to create an environment that is soothing and relaxing, but functional and meets all the standards required of modern-day facilities.

UNIVERSITY OF MARYLAND

NORTH HOSPITAL FLOORS 10-13



LOCATION
Baltimore/ MD

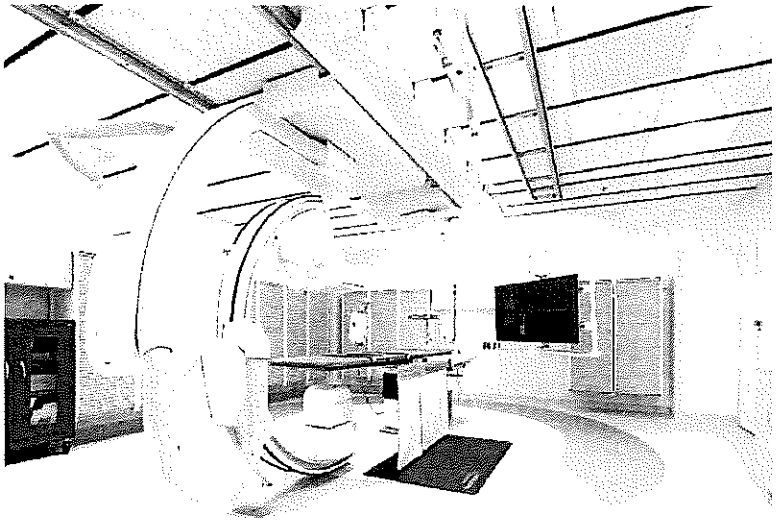
The University of Maryland Medical Center is undergoing a multistory renovation in order to prepare the existing North building for the future Cancer Center Building's elevator shaft and stair tower. Access into the new tower is required on the 10th, 11th, 12th, and 13th floors.

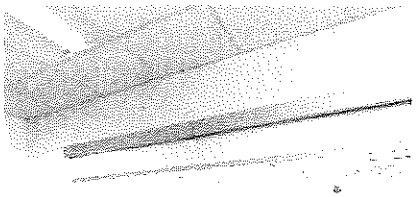
- The 10th, 11th, and 13th floors are inpatient suites requiring relocation of patient rooms and staff functions to accommodate the new building/access corridor.

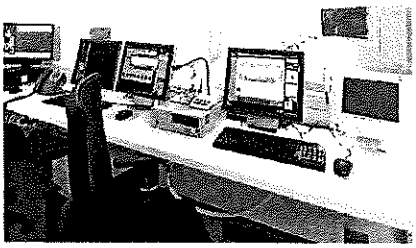
- The 12th floor is an antiquated psychiatric facility. As a part of the modification to support the new Cancer Center Building the floor is undergoing minor renovation to support new single-patient rooms, a new patient dining/activity area, an improved nurse station, and a consolidation of staff offices to a non-patient wing.

JOHNS HOPKINS BAYVIEW

SINGLE PLANE IR SUITE







An innovative imaging suite utilizing todays top technology.

The Single Plane IR Room is located at the Francis Scott Key Pavilion, HD2 provided design services to renovate the existing Single Plane IR Suite, Room to accommodate replacement of the Single Plane IR equipment and provide aesthetic upgrades to interior finishes, millwork, lighting fixtures, ceiling grid, and ceiling tile. HD2 is responsible for the design and the coordination of the M/E/P engineers, structural engineers, and equipment vendors.

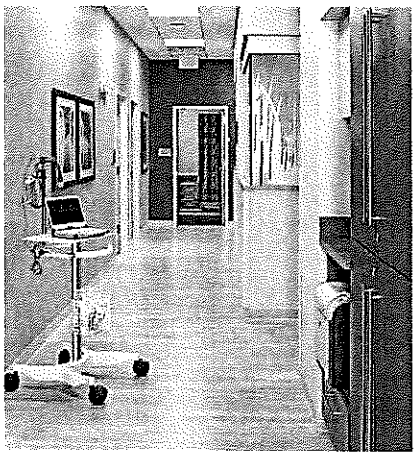
LOCATION

Bayview Medical Center/Baltimore, MD

HD2

MEDSTAR PROMPTCARE

URGENT & AMBULATORY CARE CENTER



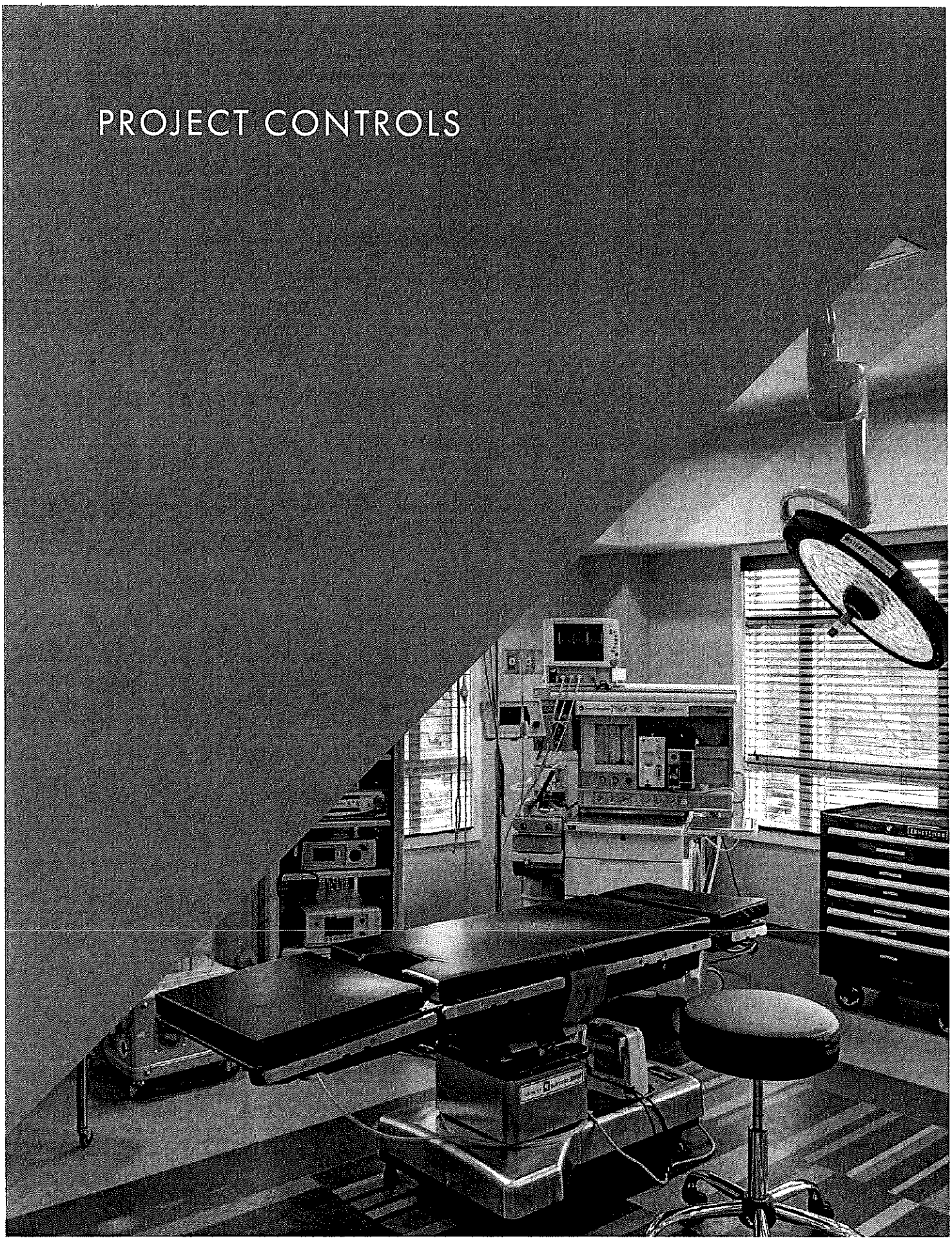
This 3,650 square foot urgent care facility was awarded NAIOP-MD's "Best Interior Medical" project.

HD2 provided comprehensive architectural and interior design services while working closely with the client. Significant effort was taken to ensure proper detailing of all millwork so that every piece was properly sized and placed to allow for the best operational function. Select materials recognize that the nature of the business requires durable and easily cleanable finishes. Design standards were also created for use in future locations; resulting in a cohesive look representative of the MedStar brand. The PromptCare concept includes a reception area, waiting room and staff lounge, multiple exam rooms, an X-ray area, lab, and triage unit.

LOCATION
Multiple Locations / MD

HD2

PROJECT CONTROLS



PROJECT CONTROLS

HD2 is extremely proud of our quality control and cost control techniques and we have perfected our methods over the past 20 years. We engage in periodic cost estimating during the project design phase, which often commences with a schematic concept and a preliminary budget estimate. Throughout the design development and construction document phases, costs are reviewed to validate the design direction and material choices. Later, as the project design is either bid or negotiated, the earlier cost estimates are consulted as a technique to validate the contractor's cost of construction and projects are value engineered as needed.

The following efforts constitute our quality control approach which assures full coordination, timely completion and a quality outcome:

Understanding the Scope of Work — It is imperative that the design team and client arrive at a unified interpretation of the scope of work during the early stages of contract negotiations. This includes schedules, budgets, project intent, methodology, and expected deliverables. A preliminary project schedule is developed at the commencement of a project and milestones are established. The project schedule is updated throughout the project, taking into account the need for adjustments in order to achieve a successful outcome.

Preparation of Management Plan — Based on the mutual understanding of the scope of work, the Project Manager is tasked with the development of a project management plan that delineates all actions and team member responsibilities. Each action identifies the team or staff member involved, projected hours of involvement, calendar time available, dates for interim and final coordination meetings, identification of staff involved in meetings and levels of completion expected from each discipline involved in the task. The management plan also identifies channels of communication among project team members and with the client. All key personnel receive and approve the management plan.

We share Revit models with the consultants (MEP and Structural). The model is then linked by all disciplines. Once the model is linked the design process becomes very powerful. Revit will detect clashes between disciplines as the design process progresses and information is relayed between the design team. By linking the drawings, it creates a completely integrated project that will alert the design team to potential problems. Conflicts between ductwork, steel beams, etc. are able to be worked out prior to the release of the design documents.

Periodic Internal Reviews — Our quality control plan requires that all work be checked and establishes the approach and procedures to accomplish this. At each stage of the project, a draft of the drawings is prepared, identifying the contents of each sheet and drawing "check sets" are performed, as well as specification section confirmation and editing for completeness and relevance.

Typical reviews entail: checks of dimensions, notes, and details, coordination with other team disciplines, and a review of the current project budget relative to materials and systems selections identified during the design process.

The HD2 team is organized to respond quickly and effectively to design tasks and their necessary completion schedules. Our careful initial planning, understanding of project scope, management procedures, close coordination, and sincere concern for project costs during the planning and design phases enables us to complete projects in a satisfactory and professional manner.

EXHIBIT 6

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 2021, Legislative Day No. 16

Bill No. 85-21

Mr. Tom Quirk, Councilman

By the County Council, September 20, 2021

A BILL
ENTITLED

AN ACT concerning

Zoning Regulations – Uses Permitted in the Manufacturing, Light (M.L.) Zone

FOR the purpose of permitting certain hospital use by right in the Manufacturing, Light (M.L.) Zone, subject to certain conditions; and generally relating to uses in the M.L. Zone.

BY adding

Sections 253.1.B.26
Baltimore County Zoning Regulations, as amended

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
~~Strike out~~ indicates matter stricken from bill.
Underlining indicates amendments to bill.

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND, that the Baltimore County Zoning Regulations read as follows:

ARTICLE 2 - ELEVATOR-APARTMENT RESIDENCE ZONES, RESIDENTIAL-OFFICE ZONES, OFFICE ZONES, BUSINESS ZONES, MANUFACTURING ZONES AND DISTRICTS

Section 253 – Manufacturing, Light (M.L.) Zone Use Regulations

§ 253.1. Permitted Uses as of right.

The uses listed in this section, only, shall be permitted as of right in M.L. Zones, subject to any conditions hereinafter prescribed.

B. The following transportation, storage or quasi-public uses or utilities:

26. HOSPITAL, PROVIDED SUCH USE SHALL NOT EXCEED 20 BEDS.

SECTION 2. AND BE IT FURTHER ENACTED, that this Act, having been passed by the affirmative vote of five members of the County Council, shall take effect on November 1, 2021.

EXHIBIT 7

A Real Estate Cost Report

Marshall Valuation Cost Analysis
Hope Health Psychiatric Facility

Located at
1726 Whitehead Road, Woodlawn, Maryland 21208

Prepared for
Yinka Fadiora, MHS, M Ed., CCHP
Executive Program Director
Hope Health Systems, Inc.
1726 Whitehead Road
Woodlawn, Maryland 21208

Prepared by
Treffer Appraisal Group
1244 Ritchie Highway, Suite 19
Arnold, Maryland 21012
(410) 544-7744

Effective Date
Effective March 1, 2023

File Number:TW201015

Treffer

March 9, 2023

Yinka Fadiora, MHS, M Ed., CCHP
Executive Program Director
Hope Health Systems, Inc.
1726 Whitehead Road
Woodlawn, Maryland 21208

Re: Marshall Valuation Cost Analysis
Hope Health Psychiatric Facility
1726 Whitehead Road, Woodlawn, Maryland 21208

Dear Mr. Fadiora:

In accordance with your assignment request I have prepared this Marshall Valuation Cost Analysis for the property referenced above. The subject of this assignment (subject property) is currently operating as a psychiatric training and treatment center for youth. Currently the center provides day programs and services only. The center has plans for expanding the scope of their services to include overnight and short term stays. The purpose of this Cost Analysis is to compare the proposed conversion and construction costs to the Marshall Valuation benchmark to provide support that the actual proposed cost for converting a portion of the building to convalescent care is reasonable and consistent with the current industry cost experience in Maryland.

The costs rates included in this report relate to the proposed conversion of a portion of the existing building. The cost amounts presented do not represent the replacement costs for constructing an entirely new structure. The following report presents engineering cost estimates for the proposed work of converting approximately 23% of the existing building to a sixteen bed facility. The analysis compares the engineering cost estimate to the replacement cost new for the equivalent building components found in the Marshall Valuation publication.

State of Maryland guidelines stipulate that the proposed cost of a hospital construction project shall be reasonable and consistent with current industry cost experience in Maryland. The scope of this assignment includes comparing the current construction estimate on a projected cost per square foot is to the benchmark cost of good quality Class A hospital construction given in the Marshall Valuation Service guide. The based cost quoted by Marshall Valuation is adjusted by current cost and location multipliers.

The base rate for Good quality Class C General Hospitals in the Marshall Valuation guide is $369.00 per square foot. The total cost for the proposed sixteen bed facility at Hope Health Psychiatric is $271.92 per square foot. The primary reason for the difference in two cost rates is that the preliminary construction budget for the subject property is not for a Class C General

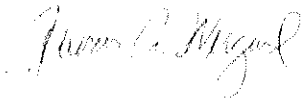
Hospital building. The level of interior building improvements is suited for the impatient care of psychiatric patients. The proposed conversion of the subject property is not designed to provide surgical or ambulatory care or treatment. Therefore, the cost proposed for the subject property is less than costs for a general hospital. Based on Marshall Valuation definitions, a closer match to the proposed subject improvements is a Convalescent Hospital. In order to provide more accurate benchmarking, the cost analysis developed in this report is based on a comparison of the proposed subject costs to equivalent cost for an average Class C Convalescent Hospital which is $300 per square foot after adjusting for current and local cost multipliers.

If the projected cost per square foot exceeds the Marshall Valuation Service benchmark cost, any rate increase proposed by the hospital related to the capital cost of the project shall not include the amount of the projected construction cost that exceeds the Marshall Valuation Service benchmark and those portions of the contingency allowance, inflation allowance, and capitalized construction interest expenditure that are based on the excess construction cost.

I certify that to the best of my knowledge the facts and data contained herein are correct, and that I have no present or contemplated future interest in the property beyond this estimate of value. This transmittal letter and executive summary do not constitute an appraisal report. If this letter or summary is disjoined from the attached appraisal report, then the indicated value opinions become invalid and may not be relied on because they cannot be properly understood apart from the analyses, opinions, and conclusions contained in the accompanying cost analysis.

As a result of my valuation procedures, it is opinion that the proposed Preliminary Construction Budget for the subject property approximates the benchmark cost compiled by the Marshal Valuation Service in total and on a square foot basis effective March 1, 2023:

Respectfully submitted,



Thomas A. Weigand, MAI, SRA
Certified General Appraiser
Maryland License #04-27637
Expiration: December 27, 2025

Certification Statement

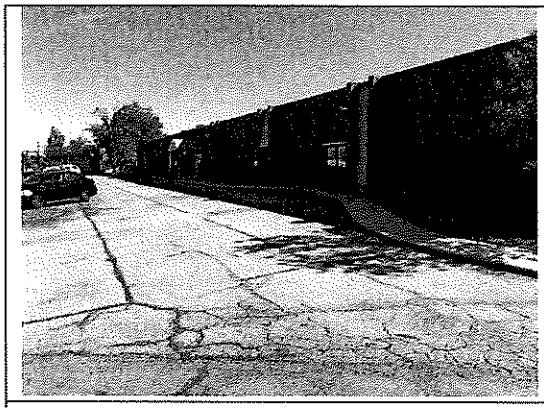
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and reflects my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- I have performed prior benchmark cost analysis, as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Thomas A. Weigand, MAI, SRA has made an exterior inspection of the subject property of this report.
- No one provided significant real property appraisal or cost analysis assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Thomas A. Weigand, MAI has completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.

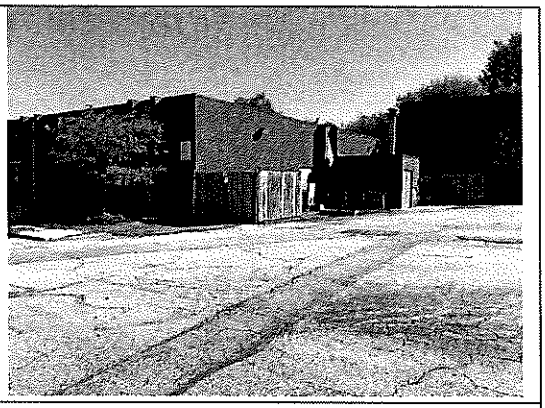
Date: March 9, 2023

Thomas A. Weigand, MAI, SRA
Certified General Appraiser
Maryland License #04-27637
Expiration: December 27, 2025

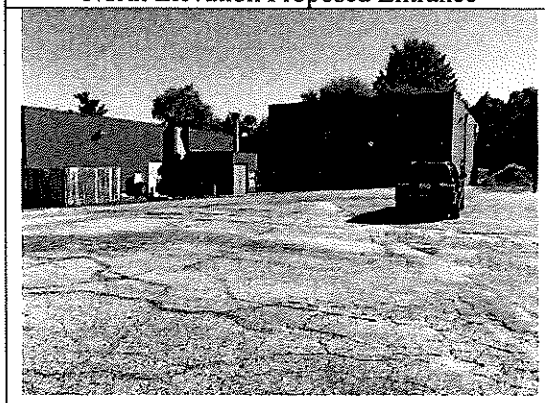
Subject Property Photographs



North Elevation Proposed Entrance



West Elevation



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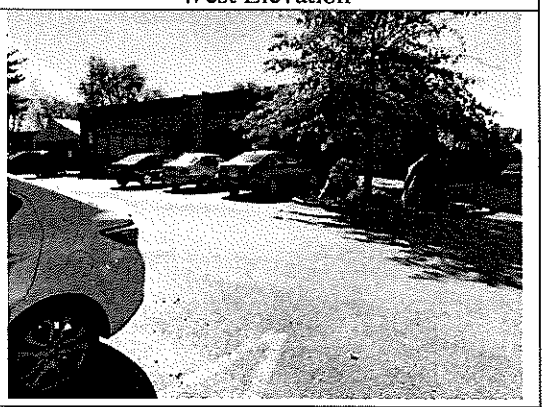
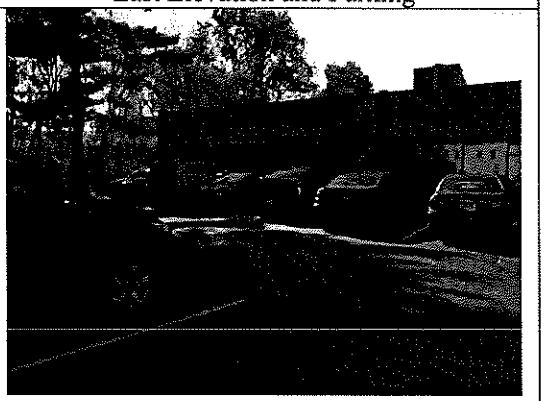
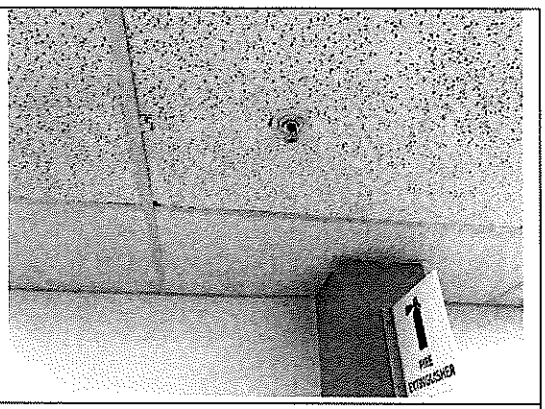
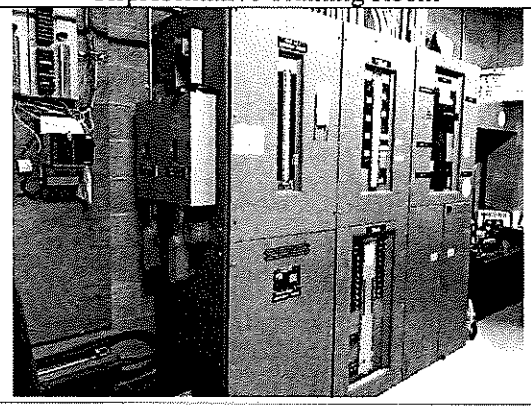


East Elevation and Parking

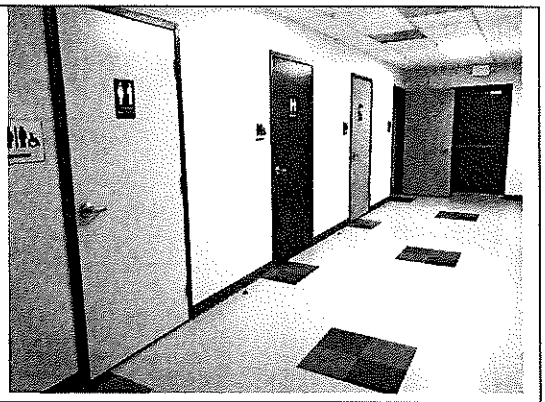
Current Front Entrance



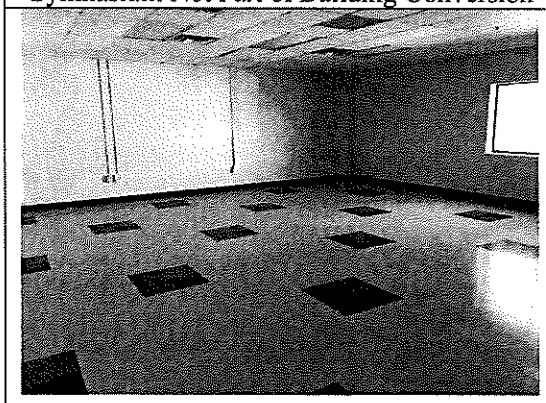
East Elevation and Parking

	
Representative Interior Finishes	Fully Sprinklered
	
Common Area Bathroom	Representative Training Room
	
Representative Interior Finishes	Upgraded Electric

Gymnasium Not Part of Building Conversion

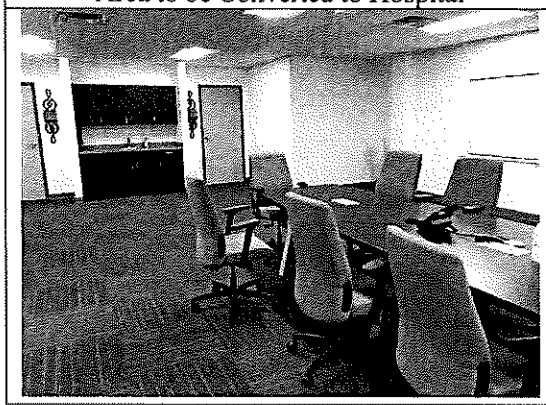


Area to be Converted to Hospital



Area to be Converted to Hospital

Area to be Converted to Hospital



Area to be Converted to Hospital

Administrative Offices

Cost Analysis

The following pages compare the subject's specific project cost estimate with the corresponding costs cited in the Marshall Valuation benchmark. The cost rates included in this report relate to the proposed conversion of a portion of the existing building. The amounts presented do not represent the replacement cost for the entire structure. The following report presents engineering cost estimates for the proposed work of converting approximately 23% of the existing building to a sixteen bed facility. The analysis compares the engineering cost estimate to the replacement cost (new) for the equivalent building components found in the Marshall Valuation publication. Based on my physical examination of the subject property, review of the propose building floor plan, and interview with the property representatives I have classified the proposed project in the following manner within the Marshall Valuation Service cost guide.

Cost Source:	Marshall Valuation
Section:	#15: Offices, Medical and Public Buildings
Class:	Class C Nursing Homes (Convalescent Hospitals) (313) Average
Gross Building Area:	15,674.0

No. of Stories Multiplier:	1.000	**Local Multiplier:**	1.010
Height/Story Multiplier:	1.000	**Current Cost Multiplier:**	1.220
Perimeter Multiplier:	1.000	**Combined Multipliers:**	**1.230**

At this stage of the proposed building conversion a specific construction quote has been prepared by Costcon Construction Services. The quote is dated January 24, 2023 and a copy is included in the report Addendum. The construction cost estimates are presented in the table below under the columns labeled "Costcon Construction Budget". The preliminary budget amounts are compared and contrasted with the adjacent columns labeled "Costs from Marshall Valuation". The cost estimates are presented along with the related "Cost Surplus Deficit" column.

New Construction versus Remodel and Retro Fit: All costs in the Marshall valuation manual are based on new construction. The costs include provisions for hard and soft costs including contractor fees, overhead and profit, sales taxes, permit fees, and insurance during construction. The proposed project for the subject property as a repurposing of existing space. Conversion of existing space is typically less efficient than new construction and can run 10 to 20 percent higher than comparable new construction costs because of burdens caused by limits on workspace, logistics, and items like temporary shoring. The Marshall Valuation costs have not been adjusted for any premium or additional burden caused by the nature of the renovation.

Project Description: The proposed project includes a redesign and installation of 15,674 square feet of building area to support a sixteen bed acute (psychiatric) hospital. In addition to the patient rooms the redesign includes an improved secured entrance, three nurses stations, a dining area, and several meeting and social rooms. The engineering estimate includes line items for mechanical and electrical work that may benefit the entire structure.

Cost Comparison Chart - Hope Health Facility - Summary Format

	Costcon Construction Budget			Costs From Marshall Valuation			
	Line Item Cost	Cost Per Unit	Quantity	Cost Per Unit	Project Size	Line Item Cost	Marshall Variance Over (Under)
General Conditions							
General Conditions are 10% of the cost of subcontracts	$313,942.06		10.00%				$313,942.06
Demolition	$220,291.59	$14.05	15,674.23	19.96	15,674.23	$312,857.63	($92,566.04)
Concrete - (Patching and Repairs Only)	$15,674.23	$1.00	15,674.23				$15,674.23
Masonry - (Patching and Repairs Only)	$15,674.23	$1.00	15,674.23				$15,674.23
Metal							
Awning, overhang and signage at ambulance drop off	$22,500.00	$500.00	45.00				
Inserts and anchors	$7,837.12	$0.50	15,674.23				
Metal Total	$30,337.12			266.94	45.00	$12,012.30	$18,324.82
Carpentry							
Install doors and frames	$28,700.00	$350.00	82.00				
Blocking and Installation	$39,185.58	$2.50	15,674.23				
Wardrobes in resident rooms	$72,496.00	$800.00	90.62				
Nurse station	$15,480.00	$600.00	25.80				
Clean room base, solid surface countertop and wall cabnet	$8,302.50	$750.00	11.07				
Soiled work room base, solid surface countertop and wall cabnet	$5,782.50	$750.00	7.71				
Medical storage base, solid surface countertop and wall cabnet	$7,695.00	$750.00	10.26				
Security and recpetion work top and supports	$4,666.00	$200.00	23.33				
Staff and lounge base, solid surface countertop and wall cabnet	$6,802.50	$750.00	9.07				
Remove and replace all window sills	$6,303.05	$65.00	96.97				
Brochure rack in waiting area	$750.00	$750.00	1.00				
Other millwork	$15,674.23	$1.00	15,674.23				
Carpentry Total	$211,837.36			18.00	15,674.23	$282,136.14	($70,298.79)
Moisture Protection							
Caulking and sealants	$1,567.42	$0.10	15,674.23				$1,567.42
Doors, Windows, and Glass							
Special access doors at residence rooms	$72,000.00	$4,500.00	16.00				
Special anti-ligature doors at residence rooms toilets	$48,000.00	$3,000.00	16.00				
SCW doors	$96,000.00	$2,000.00	48.00				
Storefront unit entry doors (pair)	$5,000.00	$5,000.00	1.00				
New doors at ambulance drop off	$7,500.00	$2,500.00	3.00				
Windows - remove and replace with insulated blind/impact	$66,045.00	$175.00	377.40				
Glazing	$15,674.23	$1.00	15,674.23				
	$310,219.23						$310,219.23
Finishes							
Partitions							
Interior partitions - average	$328,196.40	$14.00	23,442.60	36.00	15,674.23	$564,272.28	($236,075.88)
Patching and repairs to existing	$23,511.35	$1.50	15,674.23				$23,511.35
Flooring							
Floor prep	$21,172.50	$1.50	14,115.00	1.60	14,115.00	$22,584.00	($1,411.50)
Rubber sheet flooring	$20,869.70	$10.00	2,088.97	$8.07	2,088.97	$16,857.99	$4,031.71
Poured epoxy flooring	$11,997.54	$18.00	666.53	$13.51	666.53	$9,004.82	$2,992.72
VCT	$18,691.56	$4.00	4,672.89	$3.64	4,672.89	$17,009.32	$1,682.24
LVT	$46,529.82	$9.00	5,169.98	$7.54	5,169.98	$38,981.65	$7,548.17
Carpet Tile	$4,050.00	$45.00	90.00	$21.80	90.00	$1,962.00	$2,088.00
Sheetgoods for comercial kitchen dining room	$6,005.76	$8.00	750.72	$6.00	750.72	$4,504.32	$1,501.44
Ceramic Tile							
Ceramic tile floor	$3,805.28	$17.00	223.84	$19.00	223.84	$4,252.96	($447.68)
Ceramic tile walls	$17,136.00	$17.00	1,008.00	$19.00	1,008.00	$19,152.00	($2,016.00)
H/C transition	$400.00	$100.00	4.00	$0.00	4.00	$0.00	$400.00
Base							
Rubber sheet flooring - intregal base	$11,172.00	$12.00	931.00	$13.00	931.00	$12,103.00	($931.00)
Poured epoxy flooring - intregal base	$5,316.00	$12.00	443.00	$9.50	443.00	$4,208.50	$1,107.50
VCT resilient cove base	$5,647.50	$3.75	1,506.00	$3.50	1,506.00	$5,271.00	$376.50
H/C resilient cove base	$1,661.25	$3.75	443.00	$3.50	443.00	$1,550.50	$110.75
Carpet tile resilient cove base	$813.75	$3.75	217.00	$3.50	217.00	$759.50	$54.25
Sheetgoods for comercial kitchen dining room	$450.00	$3.75	120.00	$3.50	120.00	$420.00	$30.00
Ceilings							
ACT and support grid	$102,197.52	$9.00	11,355.28	$12.00	11,355.28	$136,263.36	($34,065.84)
GWB ceiling	$21,314.80	$6.50	3,279.20	$2.75	3,279.20	$9,017.80	$12,297.00
Bulkhead allowance	$15,674.23	$1.00	15,674.23	$0.00	15,674.23	$0.00	$15,674.23
Painting							
Paint walls	$19,592.79	$1.25	15,674.23	$6.50	15,674.23	$101,882.50	($82,289.71)
Paint ceilings and bulkheads	$2,973.75	$1.25	2,379.00		2,379.00	$0.00	$2,973.75
Paint doors and frames	$12,300.00	$150.00	82.00		82.00	$0.00	$12,300.00
Paint miscellaneous and touch up	$3,134.85	$0.20	15,674.23		15,674.23	$0.00	$3,134.85
Total Finishes	$704,634.34						

Cost Comparison Chart - Hope Health Facility - Summary Format

	Costcon Construction Budget			Costs From Marshall Valuation			
	Line Item Cost	Cost Per Unit	Quantity	Cost Per Unit	Project Size	Line Item Cost	Marshall Variance Over (Under)
Specialties							
Interior signage	$11,755.67	$0.75	15,674.23	$0.00	15,674.23	$0.00	$11,755.67
Fire Extinguishers and Cabnets	$1,500.00	$500.00	3.00	$683.00	3.00	$2,049.00	($549.00)
Stainless mirrors above sinks	$3,000.00	$300.00	10.00	$248.00	10.00	$2,480.00	$520.00
Soap dispenser	$765.00	$85.00	9.00	$97.00	9.00	$873.00	($108.00)
H/C bars at toilets (set)	$1,000.00	$200.00	5.00	$191.00	5.00	$955.00	$45.00
Toilet roll dispenser	$425.00	$85.00	5.00	$127.00	5.00	$635.00	($210.00)
Paper towel/waste	$2,500.00	$500.00	5.00	$439.00	5.00	$2,195.00	$305.00
Mop rack and shelf	$350.00	$350.00	1.00	$250.00	1.00	$250.00	$100.00
TV brackets for video locations	$525.00	$175.00	3.00	$80.00	3.00	$240.00	$285.00
Accessories Residents							
Anti-ligature handrail in showers	$9,600.00	$800.00	16.00	$555.00	16.00	$8,880.00	$720.00
Anti-ligature toilet ADA bars-set	$9,600.00	$600.00	16.00	$555.00	16.00	$8,880.00	$720.00
Anti-ligature toilet roll dispenser	$4,000.00	$250.00	16.00	$127.00	16.00	$2,032.00	$1,968.00
Anti-ligature shower curtain rod	$3,200.00	$200.00	16.00	$237.00	16.00	$3,792.00	($592.00)
Stainless steel mirrors above sinks in resident rooms	$4,800.00	$300.00	16.00	$248.00	16.00	$3,968.00	$832.00
Fold down shower seat	$560.00	$35.00	16.00	$69.50	16.00	$1,112.00	($552.00)
Wall Protection							
Corner guards	$6,100.00	$100.00	61.00		61.00	$0.00	$6,100.00
Other wall protection	$2,500.00	$2,500.00	1.00		1.00	$0.00	$2,500.00
Total Specialties	**$62,180.67**						
Equipment - Appliance Allowance Staff Lounge	**$3,500.00**	$3,500.00	1.00		1.00	$0.00	$3,500.00
Special Construction							
Security and CCTV allowance	$47,022.69	$3.00	15,674.23	$1.00	15,674.23	$15,674.23	$31,348.46
Nurse call system	$31,348.46	$2.00	15,674.23	$2.00	15,674.23	$31,348.46	$0.00
Wonder Guard syatem allowance	$47,022.69	$3.00	15,674.23	$3.00	15,674.23	$47,022.69	$0.00
Total Special Construction	**$125,393.84**						
Mechanical							
HVAC	$705,340.35	$45.00	15,674.23	$39.50	15,674.23	$619,132.09	$86,208.27
Plumbing	$219,439.22	$14.00	15,674.23	$24.65	15,674.23	$386,369.77	($166,930.55)
Total Mechanical	**$924,779.57**						
Electrical	**$501,575.36**	$32.00	15,674.23	$32.25	15,674.23	$505,493.92	($3,918.56)
Miscellaneous	**$11,755.67**	$0.75	15,674.23				$11,755.67
Subtotal Before Overhead and Profit	**$3,453,362.69**					**$3,220,445.71**	$232,916.97
Adjusted for Current Cost Multiplier @ 1.22%	**$0.00**					**$3,928,943.77**	($708,498.06)
Baltimore Local Cost Multiplier @ 1.01%	**$0.00**					**$3,968,233.21**	($39,289.44)
Overhead & Profit @ 10%	**$345,336.27**	$17.54	19,688.50			**$0.00**	$345,336.27
Bond	**$75,973.98**					**$75,973.98**	
Design Contingency @10%	**$387,467.29**					**$387,467.29**	
Total Construction Budget	**$4,262,140.23**	$271.92	15,674.23	$282.74	15,674.23	$4,431,674.48	($169,534.25)

In accordance with the scope of this assignment, I have compared the construction cost estimates with cost data published by Marshall Valuation Service. The Marshall Valuation cost components are not an exact match but correlate closely with the cost categories on the estimate prepared by Costcon Construction Services.

In most cases when a range of rates was resented by Marshall, the midpoint of the range was selected for the cost comparison. In some cases, a precise line item match was not published in the Marshall guide. For example, the specialty items were not costed out, as a result the specialty items make up most to the difference between the preliminary cost estimate and the Marshall benchmark.

As shown in the overall quote, the quoted construction cost, including bonding, contingency, and overhead and profit total $4,262,140.22, or $271.92 per square foot. The compilation of the Marshall benchmark after adjusting for current and local cost multipliers total $4,431,674.48 or $282.74 per square foot. This amount is $169,534.25 higher than the total construction costs submitted by Costcon Construction Services. The difference is less than 4% of the total quote and viewed an immaterial difference that could be explained in by any number of contract variables.

The Marshall Valuation Service (MVS) is a nationally recognized cost service and is also recognized within the region as a viable source for many types of commercial construction cost. MVS cost figures include various elements of project costs, including labor, materials, supervision, contractors' profit and overhead, architects' plans and specifications, engineering, permitting, grading, and legal fees.

For convalescent hospitals similar to the proposed renovation MVS also includes a typical cost range on a per bed basis. As a test of reasonableness, in the table below I have compared the constriction cost estimates with the per bed cost data published in the Marshall Valuation Service cost guide.

Total Construction Budget	$4,262,140.23
Number of Beds	16
Cost per Bed	$266,383.76
Class C, D, and S Buildings per MVS	
Section 15 Page 39	
Typical Cost Range per Bed	$80,050 - $263,300
Average Cost per Bed	$132,000

The specific project cost need the overall test of reasonableness. While the specific project costs are higher than the average cost per bed quoted for convalescent hospitals the estimate for the Hope Health facility is on the upper end of the range of typical costs per bed. In reviewing the subject property's type, construction class, construction type, and property specific buildouts, I have aligned it with the following MVS Cost section. The following applicable explanations are reproduced from the Marshall Valuation manual.

REPAIR AND REMODEL: All costs in this manual are based on new construction. Typical repair work will run 10% to 20% higher because of restricted area, movement of materials, temporary supports, shoring, etc., and other contingencies not encountered in new construction, excluding demolition and removal. For detailed costs we would recommend using our repair and claims products.

Contractors' overhead and profit, sales taxes, permit fees, and insurance during construction are included in the above costs. Interest on interim construction financing is also included, but not financing costs, real estate taxes, or brokers' commissions.

ASSEMBLY/SYSTEMS INTRODUCTION

The Segregated Cost Method is designed to enable the appraiser to give separate consideration to all of the major construction assemblies or systems (groups of components) of a building with a minimum of time-consuming counting and measuring, and to systematically arrive at a reliable replacement cost in a reasonably short time.

Use of this method does require a greater degree of understanding of both building construction techniques and the overall cost relationships between occupancies, classes and quality levels, as well as the basic differences resulting from quantity, material grade or workmanship affecting each component's rating range.

The costs of many parts of a building, such as floor, ceiling and lighting, change directly as the floor area of the building increases. Other building costs vary with relation to parameters other than floor area; however, most costs can be related to floor area, wall area, roof area or sometimes an individual count of unit installations. To facilitate the application of these individualized costs, they are grouped so that all costs related to floor area can be added together and applied to the total floor area. All wall area costs can be added together and applied to the wall area, and all roof costs applied to the ground floor or roofed area.

A breakdown of the components whose costs correspond to the major areas follows:

FLOOR AREA
Site Preparation Floor Cover Sprinklers

Foundation Ceiling Heating, Cooling and Ventilating

Frame Interior Construction Electrical

Floor Structure Plumbing

OUTSIDE WALL
Wall Wall Ornamentation Storefronts

ROOF
Roof Structure Roof Trusses Roof Cover

The Marshall Valuation cost components are not an exact match but correlate closely with the cost categories on the estimate prepared by Costcon Construction Services.

Cost Analysis Conclusion

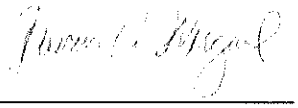
As demonstrated in this cost analysis the project's cost in total and on a square foot basis approximates the Marshall Valuation Service benchmark. The quoted construction cost, including bonding, contingency, and overhead and profit total $4,262,140.22, or $271.92 per square foot. The compilation of the Marshall benchmark after adjusting for current and local cost multipliers total $4,431,674.48 or $282.74 per square foot. This amount is $169,534.25 higher than the total construction costs submitted by Costcon Construction Services. The difference is less than 4% of the total quote and viewed an immaterial difference that could be explained in by any number of contract variables.

The cost comparison is presented in summary form in the table below. The effective date of this analysis is March 1, 2023.

Cost Comparison Chart - Hope Health Facility - Summary Format

	Costcon Construction Budget			Costs From Marshall Valuation			
	Line Item Cost	Cost Per Unit	Quantity	Cost Per Unit	Project Size	Line Item Cost	Marshall Variance Over (Under)
Subtotal Before Overhead and Profit	$3,453,362.69					$3,220,445.71	$232,916.97
Adjusted for Current Cost Multiplier @ 1.22%	$0.00					$3,928,943.77	($708,498.06)
Baltimore Local Cost Multiplier @ 1.01%	$0.00					$3,968,233.21	($39,289.44)
Overhead & Profit @ 10%	$345,336.27	$17.54	19,688.50			$0.00	$345,336.27
Bond	$75,973.98					$75,973.98	
Design Contingency @10%	$387,467.29					$387,467.29	
Total Construction Budget	$4,262,140.23	$271.92	15,674.23	$282.74	15,674.23	$4,431,674.48	($169,534.25)

Respectfully submitted,



Thomas A. Weigand, MAI, SRA
Certified General Appraiser
Maryland License #04-27637
Expiration: December 27, 2025

Addendum

Treffer | Appraisal Group

March 8, 2023

Yinka Fadiora, MHS, M Ed., CCHP
Executive Program Director
Hope Health Systems, Inc.
1726 Whitehead Road
Woodlawn, MD 21207

Re: Marshall Valuation Cost Analysis Hope Health Psychiatric Facility

Dear Mr. Fadiora,

In response to our recent communication, I am submitting this proposal for a Marshall Valuation cost analysis for proposed construction for your building at 1726 Whitehead Road in Woodlawn. This letter is to confirm our understanding of the terms and objectives of my engagement with you and to clarify the nature and limitations of the service I will provide.

A narrative format Marshall Valuation cost analysis will be prepared for you, Yinka Fadiora, Hope Health Systems, our client, and the State of Maryland. The intended use of this cost report is to assist with the cost reporting requirements of the State of Maryland as they relate to your proposed facility expansion. Use of this report by any other party for any other use is not intended by our firm.

At completion of the assignment, you will receive an electronic (PDF) copy of the Marshall Valuation cost analysis. The fee for this assignment is $1,800. If required, my hourly rate for deposition, court preparation and testimony related to this matter is $425 per hour. If you agree with the terms stated in this letter, please return a signed copy of this letter with payment made payable to Treffer Appraisal Group.

The members of my firm and I will do our best to provide quality service to you. We do not anticipate any difficulties in meeting the expectations recited in this letter. However, in the unlikely event that there are any disagreements regarding our services, any claims against Treffer Appraisal Group as a result of this engagement must be brought within one year of the date our work is completed. We mutually agree that the laws of the State of Maryland will govern any disputes regarding this engagement.

Our relationship with you is limited to the relationship described in this letter. As such, you understand and agree that we are acting solely as appraisers of the subject real estate. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

Our maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence, or otherwise) shall be limited to the charges paid to us for the portion of our services or work product giving rise to the liability. In no event shall we be liable for

consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

This letter constitutes the entire agreement regarding the real estate appraisal service we will provide and supersedes all prior agreements, understandings, negotiations and discussions between us, whether written or oral. This agreement may be supplemented only by other written agreements.

If the terms are in accordance with your understanding and are acceptable to you, please sign, date and return the duplicate copy of this letter with payment to us.

We very much appreciate the opportunity to serve you. Please do not hesitate to call me at 410-544-7744 with any questions or concerns that you may have.

Very truly yours,

Thomas A. Weigand, MAI, SRA
Certified General Appraiser
Treffer Appraisal Group

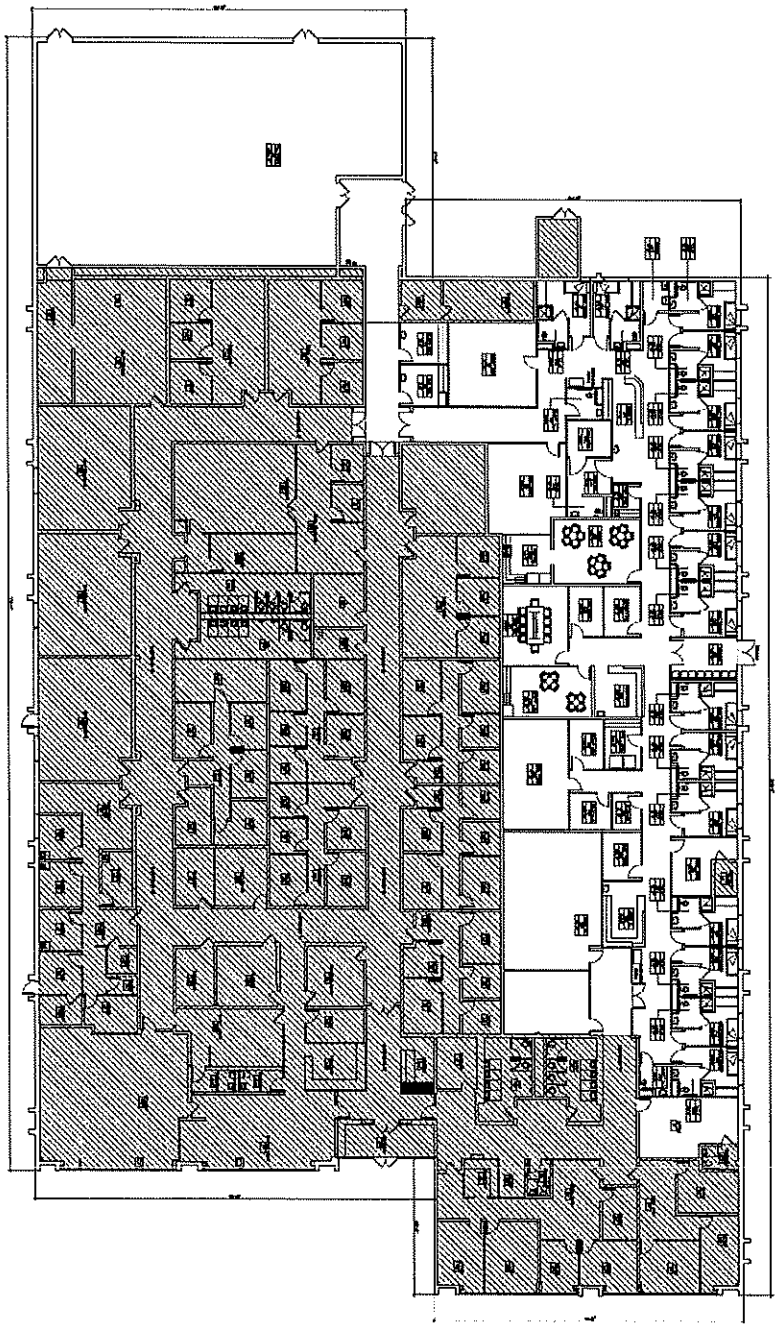
The services described in the foregoing letter are in accordance with our requirements and we understand the terms, conditions and limitations recited above.

By _____

Title _____

Date _____

Floor Plan of Existing Structure



Gray area to remain unchanged. White section to be converted to acute specialty hospital.

Property Assessment Record

Real Property Data Search ( )
Search Result for BALTIMORE COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Special Tax Recaptures: None

Account Identifier: District - 01 Account Number - 2500003092

Owner Information

Owner Name: HOPE HEALTH PROPERTIES LLC
Use: INDUSTRIAL
Principal Residence: NO
Mailing Address: STE 1061
6707 WHITESTONE RD
WOODLAWN MD 21207-
Deed Reference: /40307/ 00436

Location & Structure Information

Premises Address: 1728 WHITEHEAD RD
BALTIMORE 21235-0000
Legal Description: 2.457AC
1728 WHITEHEAD RD NW/S
MEADOWS INDUSTRIAL PARK

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0068	0012	0609	30000.04	0000			19A	2021	Plat Ref: 0078/ 0311

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1972	44,149 SF		2.4600 AC	07

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		OFFICE BUILDING	-	C3			

Value Information

	Base Value	Value	Phase-in Assessments	
		As of 07/01/2021	As of 07/01/2022	As of 07/01/2023
Land:	738,000	738,000		
Improvements	5,732,800	5,728,000		
Total:	6,470,800	6,466,000	6,466,000	6,466,000
Preferential Land:	0	0		

Transfer Information

Seller: AEP CHARTER DISCOVERY LLC	**Date:** 06/01/2018	**Price:** $2,700,000
Type: NON-ARMS LENGTH OTHER	**Deed1:** /40307/ 00435	**Deed2:**
Seller: INLAND PPD CHARTER BALTIMORE LLC	**Date:** 09/12/2014	**Price:** $3,500,000
Type: NON-ARMS LENGTH OTHER	**Deed1:** /35360/ 00108	**Deed2:**
Seller: SCHOOLHOUSE FINANCE LLC	**Date:** 03/03/2010	**Price:** $8,562,000
Type: ARMS LENGTH IMPROVED	**Deed1:** /29236/ 00115	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recaptures: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

EXHIBIT 8

COSTCON
CONSTRUCTION SERVICES

01/24/23

HOPE HEALTH
PSYCHIATRIC UNIT
1726 WHITEHEAD RD, WOODLAWN, MD 21208

CONSTRUCTION AREA	
SF	15674.23

FEASIBLE COST OF CONSTRUCTION ESTIMATE SCHEMATIC DESIGN

ESTIMATE CALCULATED IN 1st 2023 US DOLLARS

CSI Code	Task Description	Unit	Quantity	Cost	Sub-Total	Total
100	GENERAL CONDITIONS					$313,942.06
	General Conditions general conditions as a percentage of the cost of sub contracts	percentage	10.00%	$3,139,420.62	$313,942.06	
200	SITEWORK/DEMOLITION					$220,291.59
	Demolition EXCLUDES REMOVAL OF HAZARDOUS MATERIALS					
	icra- infection control	sf allowance	15674.23	$2.00	$31,348.46	
	demo-doors and frames	ea	72.00	$75.00	$5,400.00	
	demo-floors	sf	15,674.23	$0.95	$14,890.52	
	demo-ceilings	sf	15,674.23	$0.80	$12,539.38	
	demo-partitions	sq ft	20,365.56	$2.50	$50,913.90	
	demo toilet partitions	ea	6.00	$100.00	$600.00	
	demo cabinets and millwork	ft	10.50	$45.00	$472.50	
	demo-electric per sf	sf allowance	15,674.23	$2.00	$31,348.46	
	demo- concrete cutting and removal	sf allowance	15,674.23	$1.00	$15,674.23	
	demo mechanical-sf	sf allowance	15,674.23	$2.00	$31,348.46	
	demo-miscellaneous	sf allowance	15674.23	$0.25	$3,918.56	
	remove debris to dumpsters	sf allowance	15674.23	$0.50	$7,837.12	
	demo dumpsters	ea	20.00	$700.00	$14,000.00	
300	CONCRETE					$15,674.23
	Concrete concrete-patching and repairs	sf allowance	15674.23	$1.00	$15,674.23	
400	MASONRY					$15,674.23
	Masonry masonry -patching and rfepairs to existing	sf allowance	15674.23	$1.00	$15,674.23	
500	METAL					$30,337.12
	Metals awning/overhang and signage above at ambulance drop-off	ft	45.00	$500.00	$22,500.00	
	inserts and anchors	sf allowance	15674.23	$0.50	$7,837.12	
600	Carpentry					$211,837.36
	Carpentry blocking	sf allowance	15674.23	$1.00	$15,674.23	
	install doors and frames	leaf	82.00	$350.00	$28,700.00	

	install- specialties	*sf allowance*	*15674.23*	*$1.00*	*$15,674.23*	
	install- miscellaneous	*sf allowance*	*15674.23*	*$0.50*	*$7,837.12*	
	Millwork and Cabinetry					
	resident rooms-built-in wardrobes	*ft*	*90.62*	*$800.00*	*$72,496.00*	
	nurse station	*ft*	*25.80*	*$600.00*	*$15,480.00*	
	clean room-base, solid surface countertop and wall cabinet	*ft*	*11.07*	*$750.00*	*$8,302.50*	
	soiled work room-base, solid surface countertop and wall cabinet	*ft*	*7.71*	*$750.00*	*$5,782.50*	
	medical storage-base, solid surface countertop and wall cabinet	*ft*	*10.26*	*$750.00*	*$7,695.00*	
	security/reception- work top and supports	*ft*	*23.33*	*$200.00*	*$4,666.00*	
	staff/lounge-base, solid surface countertop and wall cabinet	*ft*	*9.07*	*$750.00*	*$6,802.50*	
	remove and replace all window sills	*ft*	*96.97*	*$65.00*	*$6,303.05*	
	brochure rack in waiting area	*ea*	*1.00*	*$750.00*	*$750.00*	
	millwork-other	*sf allowance*	*15,674.23*	*$1.00*	*$15,674.23*	
700	***MOISTURE PROTECTION***					***$1,567.42***
	Caulking and Sealants					
	caulking and sealants	*sf allowance*	*15674.23*	*$0.10*	*$1,567.42*	
800	***DOOR, WINDOW, GLASS***					***$310,219.23***
	Doors-Frames and Hardware					
	special access doors at resident rooms	*ea*	*16.00*	*$4,500.00*	*$72,000.00*	
	special anti-ligature doors at resident room toilets	*ea*	*16.00*	*$3,000.00*	*$48,000.00*	
	scw doors	*ea*	*48.00*	*$2,000.00*	*$96,000.00*	
	storefront-new unit entry doors (pair)	*ea*	*1.00*	*$5,000.00*	*$5,000.00*	
	new doors at ambulance drop off	*ea*	*3.00*	*$2,500.00*	*$7,500.00*	
	Windows					
	remove and replace resident room windows and replace with insulated/internal blind/impact resistant glazing	*sq ft*	*377.40*	*$175.00*	*$66,045.00*	
	Glazing					
	interior windows and glazing- special glass	*sf allowance*	*15674.23*	*$1.00*	*$15,674.23*	
900	***FINISH***					***$704,634.34***
	Partitions					
	interior partitions- average	*sq ft*	*23,442.60*	*$14.00*	*$328,196.40*	
	patching and repairs to existing	*sf allowance*	*15674.23*	*$1.50*	*$23,511.35*	
	Flooring					
	floor prep	*sf*	*14115.00*	*$1.50*	*$21,172.50*	
	rubber sheet flooring	*sq ft*	*2,088.97*	*$10.00*	*$20,889.70*	
	poured epoxy flooring	*sq ft*	*666.53*	*$18.00*	*$11,997.54*	
	vct	*sq ft*	*4,672.89*	*$4.00*	*$18,691.56*	
	lvt	*sq ft*	*5,169.98*	*$9.00*	*$46,529.82*	
	carpet tile	*yd*	*90.00*	*$45.00*	*$4,050.00*	
	sheetgoods-commercial kitchen/dining	*sq ft*	*750.72*	*$8.00*	*$6,005.76*	
	Ceramic Tile					
	ceramic tile floor	*sq ft*	*223.84*	*$17.00*	*$3,805.28*	
	ceramic tile walls	*sq ft*	*1008.00*	*$17.00*	*$17,136.00*	
	h/c transition	*ea*	*4.00*	*$100.00*	*$400.00*	
	Base					
	rubber sheet flooring-integral base	*sq ft*	*931.00*	*12.00*	*$11,172.00*	
	poured epoxy flooring-integral base	*sq ft*	*443.00*	*12.00*	*$5,316.00*	
	vct-resilient cove base	*sq ft*	*1,506.00*	*3.75*	*$5,647.50*	
	lvt-resilient cove base	*sq ft*	*443.00*	*3.75*	*$1,661.25*	
	carpet tile-resilient cove base	*sq ft*	*217.00*	*3.75*	*$813.75*	
	sheetgoods-commercial kitchen/dining	*sq ft*	*120.00*	*3.75*	*$450.00*	

	Ceilings					
	act and support grid	sq ft	11,355.28	$9.00	$102,197.52	
	gwb ceiling	sq ft	3,279.20	$6.50	$21,314.80	
	bulkhead allowance	sf allowance	15,674.23	$1.00	$15,674.23	
	Painting					
	paint-walls	sf allowance	15674.23	$1.25	$19,592.79	
	paint ceilings and bulkheads	sf	2379.00	$1.25	$2,973.75	
	paint -doors and frames	leaf	82.00	$150.00	$12,300.00	
	paint-miscellaneous and touch-up	sf allowance	15674.23	$0.20	$3,134.85	
1000	**SPECIALTIES**					$82,180.67
	Specialties					
	interior signage	sf allowance	15674.23	$0.75	$11,755.67	
	fire extinguishers and cabinets	ea	3.00	$500.00	$1,500.00	
	stainless mirrors above sinks	ea	10.00	$300.00	$3,000.00	
	soap dispenser	ea	9.00	$85.00	$765.00	
	h/c bars at toilets-set	ea	5.00	$200.00	$1,000.00	
	toilet roll dispenser	ea	5.00	$85.00	$425.00	
	paper towel/waste	ea	5.00	$500.00	$2,500.00	
	mop rack and shelf	ea	1.00	$350.00	$350.00	
	tv brackets for video locations	ea	3.00	$175.00	$525.00	
	Accessories-Resident					
	anti-ligature handrail in showers-resident	ea	16.00	$600.00	$9,600.00	
	anti-ligature toilet ada bars-set	set	16.00	$600.00	$9,600.00	
	anti-ligature toilet roll dispenser	ea	16.00	$250.00	$4,000.00	
	anti-ligature shower curtain rod	ea	16.00	$200.00	$3,200.00	
	stainless steel mirrors above sinks in resident rooms	ea	16.00	$300.00	$4,800.00	
	fold down shower seat	ea	16.00	$35.00	$560.00	
	Wall Protection					
	corner guards	ea	61.00	$100.00	$6,100.00	
	other wall protection	ea	1.00	$2,500.00	$2,500.00	
1100	**EQUIPMENT**					$3,500.00
	Equipment					
	appliance allowance-staff lounge	allowance	1.00	$3,500.00	$3,500.00	
1200	**FURNISHINGS**					$0.00
	Furnishings					
	furnishings	not required	0.00	$0.00	$0.00	
1300	**SPECIAL CONSTRUCTION**					$125,393.84
	Special Construction					
	security and cctv-allowance	sf allowance	15674.23	$3.00	$47,022.69	
	nurse call system	sf allowance	15674.23	$2.00	$31,348.46	
	wonder guard system-allowance	sf allowance	15674.23	$3.00	$47,022.69	
1400	**CONVEYING**					$0.00
	Conveying					
	conveying	not required	0.00	$0.00	$0.00	
1500	**MECHANICAL**					$924,779.57
	HVAC					
	HVAC	sf allowance	15674.23	$45.00	$705,340.35	

	Plumbing					
	plumbing	sf allowance	15674.23	$14.00	$219,439.22	
	resident sinks-16ea	see above	0.00	$0.00	$0.00	
	resident toilets-16ea	see above	0.00	$0.00	$0.00	
	resident showers-16ea	see above	0.00	$0.00	$0.00	
	wall hung sinks-9ea	see above	0.00	$0.00	$0.00	
	toilets-5ea	see above	0.00	$0.00	$0.00	
	stainless steel sink-2ea	see above	0.00	$0.00	$0.00	
	mop sink-1ea	see above	0.00	$0.00	$0.00	
1600	**ELECTRICAL**					**$501,575.36**
	Electrical					
	electrical	sf allowance	15674.23	$32.00	$501,575.36	
1700	**MISCELLANEOUS**					**$11,755.67**
	Miscellaneous					
	final construction clean	sf allowance	15674.23	$0.75	$11,755.67	
	miscellaneous	not required	0.00	$0.00	$0.00	
				SUBTOTAL	$3,453,362.68	**$3,453,362.68**

COSTCON
CONSTRUCTION SERVICES

01/24/23

HOPE HEALTH
PSYCHIATRIC UNIT
1726 WHITEHEAD RD, WOODLAWN, MD 21208

FEASIBLE COST OF CONSTRUCTION ESTIMATE SCHEMATIC DESIGN

ESTIMATE CALCULATED IN 1st 2023 US DOLLARS

CAT	ESTIMATE / BID SUMMERY		% OF TOT	TOTALS
100	General Conditions		7.37%	$313,942.06
200	Demolition		5.17%	$220,291.59
300	Concrete		0.37%	$15,674.23
400	Masonry		0.37%	$15,674.23
500	Metal		0.71%	$30,337.12
600	Carpentry		4.97%	$211,837.36
700	Moisture Protection		0.04%	$1,567.42
800	Doors Windows & Glass		7.28%	$310,219.23
900	Finish		16.53%	$704,634.34
1000	Specialties		1.46%	$62,180.67
1100	Equipment		0.08%	$3,500.00
1200	Furnishings		0.00%	$0.00
1300	Special Construction		2.94%	$125,393.84
1400	Conveying		0.00%	$0.00
1500	Mechanical		21.70%	$924,779.57
1600	Electrical		11.77%	$501,575.36
1700	Miscellaneous		0.28%	$11,755.67
		SUB TOTAL	81.02%	$3,453,362.68
		Contractor's Overhead and Profit 10.00%	8.10%	$345,336.27
		Bond 2.00%	1.78%	$75,973.98
		Phasing and Logistics 0.00%	0.00%	$0.00
		Escalation to Mid-Point of Construction by owner	0.00%	$0.00
		Design Contingency 10.00%	9.09%	$387,467.29
		TOTAL	100.00%	$4,262,140.22
				$271.92

EXHIBIT 9

INFORMATION REGARDING HHS'S PRINCIPAL AND ITS LEADERSHIP

HHS's principal – Mr. Oladipo Fadiora – is a seasoned and experienced administrator of mental health facilities and programs, including managing adult residential services, and outpatient mental health services. While he does not personally have experience operating or working in an inpatient psychiatric hospital, HHS's leadership and staff have decades of experience working in the inpatient psychiatric hospital setting, including child and adolescent inpatient settings.

HHS's medical director, Dr. Jonathan Shepherd, M.D., is a child and adolescent psychiatrist who has provided mental health services to children and adolescents for over 15 years in outpatient as well as inpatient settings, including working as an attending physician at Sheppard Pratt Hospital. Dr. Shepherd received distinguished Fellow by the American Academy of Child and Adolescent Psychiatry in July 2019 for representing excellence and his significant contributions to the field of psychiatry. Dr. Shepherd is a graduate of the University of Illinois at Chicago Medical School and Adult psychiatry program and a resident of the Johns Hopkins School of medicine. Dr. Shepherd has served and provided treatment for clients in a variety of areas including, among others, Attention Deficit Hyperactivity Disorder, Mood Disorders, Anxiety Disorders, Obsessive-Compulsive Disorders, Post-Traumatic Stress Disorders.

Dr. Akinwande Akintola, M.D. is a child and adolescent psychiatrist who is a consultant to HHS and serves as its quality assurance specialist. Dr. Akintola completed his residency at Johns Hopkins Medical School | New Jersey Medical School - UMDNJ. Dr. Akintola is a Double Board-Certified Executive Medical Director with more than 25 years of clinical and leadership experience improving and implementing system-wide organizations. Dr. Akintola has over eight years' experience working in inpatient psychiatric units.

Dr. Annelle B. Primm, M.D., MPH, has been with HHS since 2016 as a senior psychiatrist advisor providing strategic consultation to the CEO and Medical Director and clinical services to adults. She earned her medical degree from Howard University. After completing her residency in psychiatry at Johns Hopkins in Baltimore, she earned her MPH degree from Johns Hopkins School of Public Health in 1985. She has 16 years of experience in providing inpatient mental health services and approximately 30 years of experience in providing mental health services. Dr. Primm worked at Johns Hopkins Hospital from 1980 until 2004. She held a variety of positions at Hopkins including, staff psychiatrist, associate professor, and the Director of Community Psychiatry. Dr. Primm also worked as the Deputy Medical director and as the Director of Division of Diversity and Health Equity for American Psychiatric Association.

Florence Fadiora, R.N., obtained her bachelor's degree in health administration from St. Joseph College, Brooklyn, NY. She has been a practicing nurse for over 40 years and worked as a Psychiatric Nurse in various positions, including Nurse Manager and Supervisor for over 30 years, including inpatient settings at Walter P. Carter psychiatric hospital in Maryland and Ward Island psychiatric hospital in Manhattan, NY.

Yinka Fadiora, MMS, M. ED., CCHP, HHS's Executive Director, has extensive experience in managing the provision of mental health services in institutional settings. This includes HHS's services to the State Department of Juvenile Services (DJS) under its longstanding contract to provide mental health services within all major DJS custodial facilities in the State, including the Baltimore City Juvenile Justice Center, the Charles Hickey School, the Waxter Center and Cheltenham Youth Detention Center. HHS's services to DJS include securing inpatient psychiatric placements for youths in DJS custody when necessary. Under Mr. Fadiora's leadership, HHS's reforms in the provision of mental health services to youth in DJS custody after

taking over the contract in 2006 resulted in the removal of all the Civil Rights of Institutionalized Persons Act (CRIPA) deficiencies in DJS facilities that were in place when HHS commenced services. Mr. Fadiora has a master's in human services and a master's in education in rehabilitation counseling. He also has a managing healthcare certificate from Harvard University.

EXHIBIT 10

Patient Financial Services – Hospital Statement of Charges, Financial Assistance, Charity Care, Billing & Collection Policies

SCOPE: Hope Health Systems, Inc.

PURPOSE: To secure fair treatment and access to all medically necessary services for individuals regardless of their ability to pay. To provide a method of documenting uncompensated care for applicants. To ensure the patient responsibilities are clearly communicated through effective and consistent means. To foster an efficient channel to resolve questions regarding charges, insurance benefit, and collections. To make certain the hospital meets the requirements of Maryland standards for hospital billing and collection practices.

POLICY STATEMENTS & PROCEDURES:

Patient Statement of Charges

- A summary bill of charges will be mailed to each inpatient within 15 days of discharge from the hospital, which will contain information on the insurance company billed and contact information for the HHS Billing Department for further questions or assistance with the HSCRC required patient billing information included on the bill.
- A patient may request a copy of their itemized bill at any time and any requests or inquiries on specific charges, services, or procedures will be directed to the HHS Billing Department or specific department within HHS. The Billing Department will communicate with the patient to provide a thorough explanation of services using CPT codes, service descriptions, the hospital charge master, and reviews of similar procedures when applicable.
- A representation of services and charges is available to the public upon request and every effort will be made to respond to patient requests in a timely manner depending on the information needed to sufficiently answer an inquiry or further research a charge.
- HHS will inform patients of cost estimates upon request and the patient will also be informed that cost quotes and/or estimates can vary depending on the circumstances of the procedure(s) performed, supplies used, staff required, hospital stay, and other relevant charges.

Collection Agencies

- If no attempt is made from a patient or a patient representative regarding their inability to pay or attempt to make reasonable payment arrangements, the account will be referred to a third-party collection agency.
- An account will be referred to a collection agency if a patient has not responded to the hospital's attempt to collect on the debt within 90 – 110 days from the first attempt of the hospital without any patient contact.
- The Director of the Billing Department oversees the hospital's business relationship with the collection agency and will be responsible for the Billing Department's review of each case before being referred for legal action.
- HHS does not utilize a credit reporting bureau.

- HHS does not charge interest to patients past due medical bills and the collection agency will establish a payment arrangement with an individual in accordance with HHS's interest free commitment.
- The collection agency will perform an individual financial checkpoint before taking the next step to pursue legal action on past due medical debts.
- The collection agency shall have instructions for referrals for financial counseling when applicable to individuals who have expressed an inability to pay medical debts.
- When applicable, HHS will file suit against an individual, an estate, or a trust fund for collection of past due medical debts. If a court were to make a judgement in favor of the hospital, a formal legal credit mark, a judgement, will be placed on an individual's credit and remain on the credit for a span of ten years. When a full payment is made, the patient may request the judgement to reflect as satisfied on their credit rating.
- HHS does not actively enforce liens against an individual's primary home.

Financial Assistance Communications

- Financial Assistance Signage is conspicuously displayed in English and Spanish throughout the hospital.
- Financial Assistance information is available in English and Spanish at patient entry points and within inpatient rooms.
- Staff receive training on the protocols for patient referrals if financial assistance is needed, including training on how to successfully complete the financial assistance application or provide other resources to patients in need of financial assistance.

Charity Care Program

- HHS is committed to providing financial assistance to persons who have health care needs and are uninsured, underinsured, ineligible for a state of federal government program, or otherwise unable to pay, for emergent and medically necessary care based on their individual financial situation.
- HHS will post notices of the availability of charity care within the hospital and notices will be sent to patients with outstanding patient medical bills.
- Patient billing and financial assistance information sheets will be available for patients within the facility and also provided to patients before discharge and/or upon a patient's request for financial assistance.
- Charity care and financial assistance can be extended to patients after a review of the patient's individual financial circumstances. The review of an individual's financial circumstance includes existing medical expenses and obligations but excludes any debts that have subject to ongoing litigation or have received a judgement. Applications for financial assistance may be offered to patients whose accounts have been sent to a collection agency but may only apply to those accounts on which a judgement has not been granted.
- HHS retains the right in its sole discretion to determine a patient's ability to pay. All patients presenting for emergency services will be treated regardless of their ability to pay.

Determination of Charity Care Eligibility

- Within two business days following a patient's request for charity care services, application for medical assistance, or both, the hospital must make a determination of probable eligibility.
- HHS provides 100% charity to individuals with household income at or below 200% of the US Poverty guideline but deemed ineligible for any County, State or Federal Medicaid or other funding program.
- HHS provides 100% charity to individuals enrolled in the Medicaid program and other means tested State & Local programs.
- HHS provides a sliding fee scale for individuals with household income at or below 330% of the US poverty guideline but deemed ineligible for any County, State or Federal Medicaid or other funding program.
- HHS provides financial assistance not only to the uninsured but to patients with a demonstrated inability to pay their deductibles, copayments and balance after insurance.
- The hospital excludes assets such as the patient's primary home, method of transportation and cash assets less than $15,000.
- For all income levels, HHS will take into account special circumstances such as the amount of the bill compared to income and cumulative impact of all medical bills.

Exclusions to Coverage of Charity Care

- Services provide by providers who are not affiliated with HHS such as durable medical equipment providers or home health care providers.
- Insurance programs or policy denials for coverage of specific services for which the payment seeks charity care and/or financial assistance.
- Unpaid balances resulting from cosmetic, elective, or other non-medically necessary services.
- Convenience items a patient requested and/or received.
- Patient meals and lodging outside of the facility.
- Physician charges related to the date of services that are otherwise excluded from the charity care policy.

Patient Ineligibility to Charity Care

- Inadequate, incomplete, or refusal to provide requested documentation.
- Insurance coverage through HMO, PPO, Workers Compensation, Medicaid, or other insurance programs that restrict, limit, and/or deny access to the HHS Charity Care program.
- Failure to pay co-payments as required by HHS.
- Failure to keep current on existing payment arrangements with HHS.
- Failure to make appropriate arrangements on past payment obligations owed to HHS, including those patients who were referred to an outside collection agency for a previous debt.
- Refusal to be screened for other assistance programs prior to submitting an application to the Financial Clearance Program.
- Refusal to divulge information pertaining to a pending legal liability claim
- Foreign-nationals traveling to the United States seeking elective, non-emergent medical care

- Patients who have been determined to have the financial capacity to purchase health care insurance or other health care services or patients who otherwise qualify for COBRA health care coverage.

EXHIBIT 11

Discharge Planning

A. OBJECTIVES

At an initial stage of hospitalization, all patients will be evaluated for discharge planning needs. Any inpatient who is identified to be at risk for adverse health consequences or negative outcomes without the benefits of appropriate discharge planning shall have a plan developed and monitored for appropriateness as the patient progresses in their medical treatment. The goal is to map a safe and sustainable plan aimed at minimizing likelihood of re-hospitalization for reasons that could have been prevented. Registered nurse, social worker or other appropriately qualified personnel must develop or supervise the development of the discharge evaluation. The responsible personnel should have experience in discharge planning, knowledge of psychosocial and physical factors that affect functional status at discharge and knowledge of the community resources to meet post-discharge clinical and social needs.

Reducing preventable hospital readmissions is a priority for patient safety. Interdisciplinary discharge planning will be provided to patients in acute care to facilitate the transition of the patient from the hospital and through the continuum and / or to the appropriate post-hospital environment or to another health-care facility. Discharge planning includes, but is not limited to identifying patient, estimating the length of service needed, identifying method of reimbursement, and establishing a feedback mechanism where indicated. Once a patient has been identified as having post-discharge needs, it is necessary to periodically reevaluate physical, emotional, and social status, since these factors may affect his or her readiness for discharge.

HHS staff shall:

A. Screen all patients early in hospitalization to determine which ones are at risk of adverse health consequences / readmission post-discharge. Screening is completed by:
   - Chart review,
   - Patient/family interview, and/or
   - Interdisciplinary rounds

B. The patient or the multidisciplinary health care team can request a discharge evaluation.

C. Evaluate individual medical, psychosocial, and nursing care needs including an evaluation of a patient's capacity for self-care, their goals, the possibility of the patient being cared for in the environment from which he/she entered the organization, and the caregiver's ability to support the patient.

D. Determine whether there is community based or other health care services available for them

E. Develop a discharge plan with the patient/family in collaboration with the physician to identify services to meet the patient's post discharge needs.

F. Disclose to the patient the relationship, if any, between HHS and any post discharge provider/ service before the patient chooses a post discharge provider/service.

G. Inform the patient/family of their freedom to choose among providers and when possible respect their preferences.

H. Determine availability of services available under the payer/insurers or discuss out-of-pocket expenses.

I. If the patient has no preference of a post discharge provider/service or their preference isn't available, then HHS staff will notify the patient who the default service/provider will be and the relationship between the provider/service and HHS, if any.

J. Patient has the right to self-determination and has the right to refuse the discharge recommendations of the health care team.

K. Inform the post discharge provider/service personnel of the patient's choice.

L. Routinely reassess patients for changes that warrant adjustments to the discharge plan.
M. Discuss the finalized discharge plan with the patient/family.
N. Implement the discharge plan prior to discharge

B. DOCUMENTATION

- Document in the patient's electronic medical record the discharge planning evaluation
- Document in the patient's electronic medical record that the results of the evaluation were discussed with the patient or the patient's representative
- Document in the patient's electronic medical record whether the patient accepts the results of the evaluation (not necessary for the hospital to obtain a signature from the patient).
- Document that choices of post discharge providers were given
- Document patient's choice of a post discharge provider/service
- Document the arrangements made for initial implementation of the discharge plan, including any training or materials provided to the patient or patient's informal caregiver or representative.
- Necessary documentation will be provided to the patient's follow up care provider.

EXHIBIT 12

Hope Health Systems, Inc.

6707 Whitestone Road
Suite 106
Woodlawn, MD 21207
US
Phone: 410-265-8737
Website: http://www.hopehealthsystems.com
View Map

Programs

Program	Program Focus	Age Group/Special Population	Outcome
Assertive Community Treatment	Mental Health	Adults	Three-Year Accreditation
Assertive Community Treatment	Mental Health	Children and Adolescents	Three-Year Accreditation
Community Integration (BH)	Family Services	Adults	Three-Year Accreditation
Community Integration (BH)	Family Services	Children and Adolescents	Three-Year Accreditation
Health Home (BH)	Comprehensive Care	Adults	Three-Year Accreditation
Outpatient Treatment (BH)	Mental Health	Adults	Three-Year Accreditation
Outpatient Treatment (BH)	Mental Health	Children and Adolescents	Three-Year Accreditation
Partial Hospitalization	Mental Health	Children and Adolescents	Three-Year Accreditation

Hope Health Systems, Inc. (HHS)

1726 Whitehead Road
Gwynn Oak, MD 21207
US
Phone: 410-265-8737
Website: http://www.hopehealthsystems.com
View Map

Note: Some information may not display at the request of the provider. If you would like contact or other public information about a provider, please contact CARF.

Note to providers: Please promptly contact CARF to update any missing or outdated information, or to request that CARF not display a company's address and telephone number.

Quality Check

Organizations that have achieved
The Gold Seal of Approval® from
The Joint Commission®

Hope Health Systems, Inc.

HCO ID: 500728
1726 Whitehead Road
Gwynn Oak , MD, 21207

Show Keys +

2020 Safety Goals

Improve the accuracy of patient identification.

Organizations Should

Use of Two Identifiers

Implemented

Improve the safety of using medications.

Organizations Should

Reconciling Medication Information

Implemented

Reduce the risk of health care-associated infections.

Organizations Should

Meeting Hand Hygiene Guidelines

Implemented

The organization identifies safety risks inherent in the population of the individuals it serves.

Organizations Should

Identifying Individuals at Risk for Suicide

Implemented

EXHIBIT 13

JOHN A. OLSZEWSKI, JR.
County Executive

GREGORY WM BRANCH, M D , MBA, CPE, FACP
Director, Health and Human Services

February 15, 2023

Hope Health Systems, Inc.
Mr. Oladipo Fadiora, CEO
1726 Whitehead Road
Woodlawn, Maryland 21207

Dear Mr. Fadiora:

Please accept this correspondence as an official letter of support for your Certificate of Need (CON) application to the Maryland Health Care Commission to establish a sixteen (16) bed freestanding psychiatric hospital in the Baltimore metropolitan area for children and adolescent individuals under the age of 18.

At present, the State of Maryland does not have sufficient inpatient capacity to ensure timely, convenient, and high-quality access for youth suffering from health and behavioral disorders. The proposed project would expand access for youth in need of inpatient care, while connecting them to intensive and supportive outpatient programs upon discharge.

Your organization has more than 20 years of experience in providing direct mental health, substance abuse, and community support services to adults, children, and adolescents in institutional and outpatient settings in Maryland and specifically Baltimore County. Hope Health Systems, Inc. currently offers an array of outpatient programs for children and adolescents that will coordinate with the inpatient facility and other providers in the community to provide a full continuum of care.

I support your plan for Hope Health Systems, Inc. to add inpatient psychiatric beds for children and adolescents, helping Baltimore County be a place where healthy people live, work and play.

Sincerely,

Gregory Wm. Branch, M.D., MBA, CPE, FACP
Director and Health Officer

6401 York Road, Third Floor | Baltimore, Maryland 21212-2130
Phone: 410-887-2702 | Fax: 410-377-9646 | TTY users call via Maryland Relay
www.baltimorecountymd.gov

BALTIMORE CITY HEALTH DEPARTMENT

1001 E. Fayette Street • Baltimore, Maryland 21202
Brandon M. Scott, Mayor
Letitia Dzirasa, M.D., Commissioner of Health

February 10, 2023

Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Dear Dr. Steffen:

The Baltimore City Health Department supports the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a 16-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As the legally designated public health authority for Baltimore City, we are aware that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. It routinely experiences delays in access to care as youth are "boarded" in hospital emergency departments (EDs) waiting for a bed. Further, even when they are admitted, disconnects between inpatient and outpatient care often drives them back to the EDs to await readmission. These problems worsened as a result of the COVID 19 pandemic.

The ongoing impact of the pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children's Hospital Association to recently declare a national emergency in children's mental health, citing soaring rates of mental health challenges among youth, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the challenges of the acute care needs of youth, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full suite of outpatient programs for children and adolescents that will mesh with inpatient hospitals and other providers to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission as well as the Commission on Accreditation of Rehabilitations Facilities, and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Sincerely,

Mary Beth Haller
Deputy Commissioner of Health

HEALTH
DEPARTMENT
Prince George's County
Office of the Health Officer

March 16, 2023

Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Dear Mr. Steffen:

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As the Interim Health Officer of Prince George's County, I am aware that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.
The ongoing impact of the Pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over the course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to the high-quality care they provide. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients.

Headquarters Building
1701 McCormick Drive, Suite 200, Largo, MD 20774
Office 301-883-7834, *Fax* 301-883-7896, *TTY/STS* Dial 711
www.princegeorgescountymd.gov/health

HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS. Thank you for your consideration of our support for this project. Please contact me if needed at 301-952-4213 or ooareola@co.pg.md.us.

Sincerely,

Sanmi Areola, PhD,
Interim Health Officer and
Deputy Chief Administrative Officer for
Health, Human Services and Education

Headquarters Building
1701 McCormick Drive, Suite 200, Largo, MD 20774
Office 301-883-7834, *Fax* 301-883-7896, *TTY/STS* Dial 711
www.princegeorgescountymd.gov/health

#BLACKMINDSMATTER

February 13, 2023

To Whom It May Concern,

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As a community organization that provides mental health support and resources to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

The ongoing impact of the Pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

Black Mental Alliance Education and Consultation, Inc.
900 East Fayette Street #22111
Baltimore, Maryland 21203

#BLACKMINDSMATTER

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 443-739-7353 or abrown@blackmentalhealth.com.

Sincerely,

Andrea Brown

Executive Director

Black Mental Alliance Education and Consultation, Inc.
900 East Fayette Street #22111
Baltimore, Maryland 21203

CHRYSALIS HOUSE INC.

Supporting Women and Their Children Through Recovery Since 1986

February 27, 2023

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As a community housing program that provides mental health care to parents of this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission.

We have seen these problems worsen as a result of the COVID 19 pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges among young people. The ongoing impact of the pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over the course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland.

From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full array of outpatient programs for children and adolescents that will work in concert with the inpatient hospital to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation. We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project.

Debra L. Tribble, MS
Program Director

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As a psychiatrist that provides mental health care to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

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We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 667-668-2566 or hezronmhs@gmail.com

MD

MAKEIDA B. HOYT, MD

empowering minds
RESOURCE CENTER
10451 Mill Run Circle, #407. - Owings Mills, Maryland 21117
(O) 410-363-3713 (F) 410-363-3715
www.emrcgroup.org

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As an Outpatient Mental Health Clinic that provides mental health care to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

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HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic

by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 443-925-4897 or tcarroll@emrcgroup.org.

Sincerely,

Tiffinie Carroll, MPA, CPRP, CFRP
Executive Director of Empowering Minds Resource Center
443-925-4897
tcarroll@emrcgroup.org

Greater Baltimore
Urban League

Empowering Communities. Changing Lives.
Serving the Greater Baltimore Region
Headquarters
512 Orchard Street | Baltimore, MD 21201
www.gbul.org

Greetings,

I am writing to express my support for the Certificate of Need (CON) application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

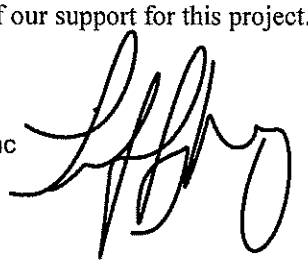
The *Greater Baltimore Urban League, Inc.* is one of the local affiliates of the National Urban League– a nonprofit, nonpartisan, multi-ethnic, community based social service organization. Through direct service delivery, advocacy, referrals, community capacity building, information dissemination and technical assistance, the League accomplishes its mission to improve social and economic conditions and opportunities for African-Americans and other people who face barriers to full participation in American society. We have been helping disadvantaged Marylanders gain access to equal opportunity in employment, education, health care, housing and the civic arena for 99 years. As a grassroots community based organization, we understand the required services of HHS. We have partnered with HHS to provide mental health care to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. Further, once admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

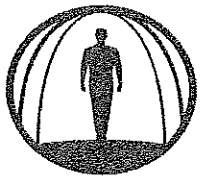
HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. From our experience in working with HHS, we can attest to its high quality of care. HHS offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. They're accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health and a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 443-983-4121 or tmajors@gbul.org.

Tiffany Majors
President and CEO
Greater Baltimore Urban League, Inc
512 Orchard St.
Baltimore, MD 21201





I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As an Integrated Bevhavioral Organization that provides mental health care to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await readmission. We have seen these problems only worsen as a result of the COVID-19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

The ongoing impact of the Pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children's Hospital Association to recently declare a national emergency in children's mental health, citing soaring rates of mental health challenges among children and adolescents over the course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder, and community support services to children, adolescents, and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitation Facilities (CARF), and a deemed status-certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at (410-780-2692) or (jfielding@leadingbyexamplellc.com).

GEN NEXT Group

March 14, 2023

Phone: 240-277-7035
Fax: 202.800.2685
Email: aadelakun@gennextgroup.co

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of eighteen years old.

As a Child, Adolescent and Adult psychiatrist that provides mental health care to this population in New Jersey, Delaware, Pennsylvania, Maryland, Virginia and Washington DC the most recent data suggests there are insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders in the State of Maryland. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID 19 Pandemic, which has taken a toll on the capacity of the system from the increased prevalence of cases and severity of mental health challenges amongst young people. The article published by Phil Davis in The Baltimore Sun in November 2021 exposes the inadequate available mental health services for the adolescence boys and girls that are detained by the juvenile system in the State of Maryland,

The recent trends caused by the COVID-19 pandemic indicate by the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association have declared a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than twenty (20) years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents, and adults in institutional and outpatient settings in Maryland. From our experience working with HHS, we can attest to its high quality of care. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitation Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed by telephone at 240-277-7035 or by email at aadelakun@gennextgroup.co

Sincerely,

Ade Adelakun, M.D., M.P.H

IMPACT THERAPEUTIC & EDUCATIONAL SERVICES LLC

March 14, 2023

Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Dear Mr. Steffen,

I am writing to express my support for the Certificate of Need (CON) application submitted by Hope Health Systems, Inc. (HHS) to establish a sixteen (16) bed freestanding private psychiatric hospital in the Baltimore metropolitan area for children and adolescent individuals under the age of 18. I have had the pleasure of working with HHS for over 18 years in multiple different capacities within their behavioral health programs. I am confident in their ability to successfully operate an inpatient psychiatric hospital.

Today, the State of Maryland does not have sufficient inpatient capacity to ensure timely, convenient, and high-quality access to our youth suffering from mental health and behavioral disorders. Children and adolescents routinely experience delays in care due to the shortage of inpatient bed capacity. I know this from personal experience while working the last 17 years within the behavioral health units at multiple Department of Juvenile Services detention centers throughout the state. We have often sent youth from our centers that have been in crisis, experiencing severe psychotic symptoms or have had actual suicide attempts while in our facilities to various local emergency rooms around the state. Local ER's have struggled with finding beds for these youth, who then sit in the ER at times for up to ten days while ER social workers looks for an open bed at any of the few inpatient facilities that are capable of taking youth throughout the state. This not only takes up the needed beds at the ER, but has had negative effects on the youth and their families. At times, youth who were still considered a risk, would be sent back to our detention center without an inpatient admission. Upon return, we found that the same psychiatric concerns still remained and the process would have to be initiated again days later with the youth sent back to the ER. This causes unnecessary stress on an already inundated system. I had personally called the Behavioral Health Bed Board system in attempts to locate possible adolescent psychiatric beds available. I would be told that one bed was available and by the time the ER social worker had reached out an hour late, the bed was already filled. The state of Maryland is in desperate need of more inpatient psychiatric beds for our youth. This year it is imperative that the state moves forward with allowing this capable agency to establish an inpatient hospital for children and adolescents.

HOPE HEALTH SYSTEMS, INC.
6707 Whitestone Road, Suite 106
Woodlawn, MD 21207-6090

Hope Health Systems, Inc.

PHONE: 410-265-8737
FAX: 410-265-1258

Providing Help and Hope to Families since 1999

Mr. Ben Steffen
Executive Director
Maryland health care commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Dear Mr. Ben Steffen:

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As a double-boarded child, adolescent, and adult psychiatrist that provides mental health care to this population, we know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. They routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen because of the COVID-19 pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

The ongoing impact of the pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to declare a national state of emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over course of the COVID-19 pandemic, exacerbating pre-existing challenges within this vulnerable population. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.
HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is a well-qualified organization with more than 20 years of experience in providing direct mental health, substance use disorder, and community support services to children, adolescents, and adults in institutional and outpatient settings in Maryland. I have personally worked for HHS for more than 12 years in various capacities and can attest to its high quality of care. Currently, HHS offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

HOPE HEALTH SYSTEMS, INC.
6707 Whitestone Road, Suite 106
Woodlawn, MD 21207-6090

Hope Health Systems, Inc.

PHONE: 410-265-8737
FAX: 410-265-1258

Providing Help and Hope to Families since 1999

I stand in solidarity with HHS to be an added resource for much-needed inpatient capacity to serve Maryland's youth. We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 410-265-8737 (office) / 312-391-7437 (cell) or jshepherd@hopehealthsystems.com

Sincerely,

Jonathan J. Shepherd, M.D.
Chief Medical Director, Hope Health Systems, INC.
President, Black Caucus, American Psychiatric Association
Immediate Past President, Maryland Regional Council of Child and Adolescent Psychiatry

IMPACT THERAPEUTIC & EDUCATIONAL SERVICES LLC

Further, a disconnect between inpatient and outpatient care often drives patients back to the inpatient setting. Through this project, HHS intends to be one piece of the solution. The proposed facility will be a vital lifeline to expand access for youth in need of inpatient care, while connecting patients and discharging them to intensive and supportive outpatient programs.

HHS is an organization with more than 20 years of experience in providing direct mental health, substance abuse, and community support services to adults, children, and adolescent clients in institutional and outpatient settings in Maryland. HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient facility – and other providers in the community -to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as Commission on Accreditation of Rehabilitation Facilities (CARF) and a deemed status certified provider of Outpatient Mental Health Clinic by The Maryland Department of Health (MDH). HHS is a Maryland Department of Transportation (MDOT) certified Minority Business Enterprise (MBE) that offers high-quality outpatient services and is recognized for their institutional services. I believe HHS is the right choice to expand options for Maryland's at-risk youth in need of inpatient psychiatric care.

I ask that the Maryland Health Care Commission recognize the acute need for additional inpatient psychiatric beds for children and adolescents by supporting Hope Health Systems, Inc.'s CON application.

I urge you to contact me if you or your staff have any questions at 443-745-1474 or impacttherapeutic@gmail.com

Sincerely,

Kassandra Jarvi, LCPC-S, LCADS, NCC, MAC

Kassandra Jarvi, LCPC-S, LCADS, NCC, MAC
Chief Executive Officer
Impact Therapeutic & Educational Services LLC
Minority Business Enterprise

MID-ATLANTIC ASSOCIATION OF COMMUNITY HEALTH CENTERS

December 19, 2022

Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Dear Mr. Steffen,

The Mid-Atlantic Association of Community Health Centers (MACHC) extends its support for the Certificate of Need application submitted by Hope Health Systems, Inc. (HHS) to establish a sixteen-bed psychiatric inpatient facility for children and adolescents in the Baltimore metropolitan area.

MACHC is the federally-designated primary care association for Maryland and Delaware's federally qualified health centers (FQHCs). The collective mission of Maryland's 17 health center organizations is to deliver high-quality, culturally competent, primary and preventative care to individuals in medically underserved areas, regardless of insurance status or ability to pay. Nearly half of Maryland FQHC patients are Medicaid or CHIP beneficiaries, and the overwhelming majority are at or below 200 percent of the federal poverty level. FQHCs provide a range of medical and support services, including pediatric outpatient behavioral health services.

As federally designated Health Professional Shortage Areas for mental health, Maryland health centers have seen the impact of the lack of access to behavioral health services in underserved areas, especially as demand for these services has skyrocketed since the beginning of the COVID-19 pandemic.

Inpatient behavioral health services are beyond the scope of FQHCs; therefore, local hospitals are an essential part of accessing high-quality, comprehensive care in the community. HHS' proposed pediatric inpatient facility is well-positioned to benefit Maryland's FQHCs by improving access to care for local area children, especially those who are publicly insured.

The facility will be located in close proximity to Chase Brexton Health Care's Randallstown site, which provides outpatient behavioral health services. Chase Brexton is the second-largest provider of mental health services among Maryland FQHCs. MACHC looks forward to the opportunity for health centers and HHS to jointly address the behavioral health needs of children and families in the Baltimore area.

Sincerely,

Shamonda Braithwaite

Shamonda Braithwaite
Deputy Executive Director

ANNELLE B. PRIMM, MD, MPH
2317 SULGRAVE AVENUE
BALTIMORE, MARYLAND 21209
410-664-1139

February 7, 2023

To Whom it May Concern,

This letter is written to articulate my enthusiastic support for the Certificate of Need (CON) Application submitted by Hope Health Systems (HHS) to establish a sixteen (16) bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18 years old.

As a psychiatrist who provides mental health care to the population in this area, I know from experience that the State of Maryland has insufficient inpatient psychiatric bed capacity to meet the needs of our youth suffering from mental health and behavioral disorders. Children and youth routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. I have seen these problems only worsen as a result of the COVID-19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

The ongoing impact of the Pandemic led the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health disorders among children and adolescents over course of the COVID-19 Pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing barriers to meeting the acute care needs of this population, including the shortage of beds and emergency room boarding.

Recognizing the adverse impact of this constellation of challenges, HHS aims to establish a freestanding psychiatric hospital for children and youth. The proposed facility will be a critical lifeline to increase access for children and youth, for whom inpatient care is medically necessary, to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs.

HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder, and community support services to children, adolescents, and adults in institutional and outpatient settings in Maryland. From my experience working with HHS, I can attest to its high quality of care and provision of culturally responsive care. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital and other providers in the community to facilitate

a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF) and is a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

Given its longstanding recognition and accreditation for providing extensive, high-quality outpatient services and school-based services, HHS is the optimal choice to augment options for children and youth who require inpatient psychiatric services in Maryland. I welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's children and youth.

As a psychiatrist for over forty years, I hereby issue my strongest recommendation and ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of my support for this project. Please contact me if you have any questions at 410 262-4552 or annelleprimm@gmail.com.

Sincerely,

Annelle B Primm MD, MPH

Annelle B. Primm, MD, MPH
Former Deputy Director, American Psychiatric Association

SET THE CAPTIVES FREE OUTREACH CENTER

February 9, 2023

Maryland Healthcare Commission
4160 Patterson Avenue
Baltimore, Md. 21215

RE: Certificate of Need Application Support for Hope Health System

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As a church in Baltimore County, we continue to see the rise in the need for mental health services for children and adolescents under the age of 18. The ongoing impact of the Pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, including shortage of beds and emergency room boarding.

A HHS's proposed facility that will expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs will improve our community access to care. HHS is an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland.

HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

We welcome the opportunity to have HHS as a resource in our community for much-needed additional inpatient capacity to serve Maryland's youth.

We ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Thank you for your consideration of our support for this project. Please contact me if needed at 410-265-6800.

Sincerely,

Dr. Karen Bethea
Senior Pastor
Set the Captives Free Outreach Center

Church & Food Pantry: 6901 Security Blvd., Suite 200, Baltimore, MD, 21244
Phone Number: (410) 265-6800 | www.STCFOC.com

UHealth
UNIVERSITY OF MIAMI HEALTH SYSTEM
Psychiatry & Behavioral Sciences

UNIVERSITY OF MIAMI
MILLER SCHOOL
of MEDICINE

Stephen McLeod-Bryant, M.D.
Clinical Associate Professor

February 24, 2023

To Whom It May Concern:

I am writing to express my support for the Certificate of Need (CON) Application submitted by Hope Health System (HHS) to establish a sixteen-bed freestanding psychiatric hospital in the Baltimore metropolitan area to serve children and adolescents under the age of 18.

As President-elect of the Black Psychiatrists of America, Inc., I am aware of the lack of acute care resources for this population in the United States generally, but in particular in the State of Maryland. Youth suffering from behavioral or mental health disorders routinely experience delays in access to care as they are "boarded" in hospital emergency departments waiting for a bed. Further, even when they finally get admitted, a disconnect between inpatient and outpatient care often drives these patients back to the emergency department to await a readmission. We have seen these problems only worsen as a result of the COVID-19 Pandemic, which has taken a toll both in terms of increased prevalence and severity of mental health challenges amongst young people.

The ongoing impact of the Pandemic caused the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association to recently declare a national emergency in children's mental health citing soaring rates of mental health challenges among children and adolescents over the course of the COVID-19 pandemic, exacerbating pre-existing challenges. Among other priorities, they called on policymakers to address the ongoing challenges of the acute care needs of this population, which include the shortage of inpatient beds and the emergency room boarding of acutely ill youth.

HHS's proposed facility will be a vital lifeline to expand access for youth to high-quality, timely inpatient care, while connecting them to intensive and supportive outpatient programs. HHS is well-qualified as an organization with more than 20 years of experience in providing direct mental health, substance use disorder and community support services to children, adolescents and adults in institutional and outpatient settings in Maryland. HHS already offers a full suite of outpatient programs for children and adolescents that will work in concert with the inpatient hospital – and other providers in the community – to facilitate a full continuum of care for patients. HHS is accredited through The Joint Commission (TJC), as well as the Commission on Accreditation of Rehabilitations Facilities (CARF), and a deemed status certified Outpatient Mental Health Clinic by the Maryland Department of Health. HHS is also a certified Minority Business Enterprise (MBE) by the Maryland Department of Transportation.

I welcome the opportunity to work with HHS as a resource for much-needed additional inpatient capacity to serve Maryland's youth. I ask that the Maryland Health Care Commission recognize the well-demonstrated need for this project and award the CON to HHS.

Department of Psychiatry and Behavioral Sciences
Clinical Research Building (CRB) * 1120 NW 14th Street, 14th Floor * Miami, FL 33136
Phone: (305) 243-6400 * Fax: (305) 243-1619

UHealth
UNIVERSITY OF MIAMI HEALTH SYSTEM
Psychiatry & Behavioral Sciences

UNIVERSITY OF MIAMI
MILLER SCHOOL
of MEDICINE

Stephen McLeod-Bryant, M.D.
Clinical Associate Professor

Thank you for your consideration of my support for this project. Please contact me if additional information is needed.

Respectfully,

Stephen McLeod-Bryant, MD
FL Medical License #ME123802
(c) 8435.32.9403
(e) sam403@med.miami.edu

EXHIBIT 14

Zip Code	City	State	County	Population under 18	Service Area	Source
20701	Annapolis Junction	MD	Howard|Anne Arundel	-	Primary Service Area	2020 ACS
20707	Laurel	MD	Prince George's|Montgomery	7,475	Primary Service Area	2020 ACS
20723	Laurel	MD	Howard	9,878	Primary Service Area	2020 ACS
20724	Laurel	MD	Anne Arundel	4,416	Primary Service Area	2020 ACS
20755	Fort George G Meade	MD	Anne Arundel	3,576	Primary Service Area	2020 ACS
20759	Fulton	MD	Howard	1,460	Primary Service Area	2020 ACS
20763	Savage	MD	Howard	365	Primary Service Area	2020 ACS
20777	Highland	MD	Howard|Montgomery	835	Primary Service Area	2020 ACS
20794	Jessup	MD	Howard|Anne Arundel	2,374	Primary Service Area	2020 ACS
20866	Burtonsville	MD	Montgomery	6,573	Primary Service Area	2020 ACS
21029	Clarksville	MD	Howard	2,829	Primary Service Area	2020 ACS
21030	Cockeysville	MD	Baltimore	4,954	Primary Service Area	2020 ACS
21031	Hunt Valley	MD	Baltimore	9	Primary Service Area	2020 ACS
21042	Ellicott City	MD	Howard	11,072	Primary Service Area	2020 ACS
21043	Ellicott City	MD	Howard|Baltimore	12,130	Primary Service Area	2020 ACS
21044	Columbia	MD	Howard	8,534	Primary Service Area	2020 ACS
21045	Columbia	MD	Howard	8,970	Primary Service Area	2020 ACS
21046	Columbia	MD	Howard	3,484	Primary Service Area	2020 ACS
21048	Finksburg	MD	Carroll	2,039	Primary Service Area	2020 ACS
21054	Gambrills	MD	Anne Arundel	2,633	Primary Service Area	2020 ACS
21060	Glen Burnie	MD	Anne Arundel	6,623	Primary Service Area	2020 ACS
21061	Glen Burnie	MD	Anne Arundel	12,144	Primary Service Area	2020 ACS
21071	Glyndon	MD	Baltimore	77	Primary Service Area	2020 ACS
21075	Elkridge	MD	Howard	9,281	Primary Service Area	2020 ACS
21076	Hanover	MD	Anne Arundel|Howard	2,996	Primary Service Area	2020 ACS
21090	Linthicum Heights	MD	Anne Arundel	2,253	Primary Service Area	2020 ACS
21093	Lutherville Timonium	MD	Baltimore	7,786	Primary Service Area	2020 ACS
21104	Marriottsville	MD	Howard|Carroll|Baltimore	1,361	Primary Service Area	2020 ACS
21108	Millersville	MD	Anne Arundel	4,808	Primary Service Area	2020 ACS
21113	Odenton	MD	Anne Arundel	8,409	Primary Service Area	2020 ACS
21117	Owings Mills	MD	Baltimore	13,658	Primary Service Area	2020 ACS
21122	Pasadena	MD	Anne Arundel	12,880	Primary Service Area	2020 ACS
21131	Phoenix	MD	Baltimore	1,956	Primary Service Area	2020 ACS
21133	Randallstown	MD	Baltimore	6,593	Primary Service Area	2020 ACS
21136	Reisterstown	MD	Baltimore|Carroll	7,475	Primary Service Area	2020 ACS
21144	Severn	MD	Anne Arundel	9,794	Primary Service Area	2020 ACS
21146	Severna Park	MD	Anne Arundel	7,328	Primary Service Area	2020 ACS
21152	Sparks Glencoe	MD	Baltimore	1,048	Primary Service Area	2020 ACS
21153	Stevenson	MD	Baltimore	76	Primary Service Area	2020 ACS
21157	Westminster	MD	Carroll	7,961	Primary Service Area	2020 ACS
21163	Woodstock	MD	Baltimore|Howard	1,538	Primary Service Area	2020 ACS
21201	Baltimore	MD	Baltimore	2,519	Primary Service Area	2020 ACS
21202	Baltimore	MD	Baltimore	2,291	Primary Service Area	2020 ACS
21204	Towson	MD	Baltimore	3,139	Primary Service Area	2020 ACS
21205	Baltimore	MD	Baltimore	4,899	Primary Service Area	2020 ACS
21206	Baltimore	MD	Baltimore|Baltimore	12,109	Primary Service Area	2020 ACS
21207	Gwynn Oak	MD	Baltimore|Baltimore	10,565	Primary Service Area	2020 ACS
21208	Pikesville	MD	Baltimore|Baltimore	6,496	Primary Service Area	2020 ACS
21209	Baltimore	MD	Baltimore|Baltimore	7,700	Primary Service Area	2020 ACS
21210	Baltimore	MD	Baltimore|Baltimore	2,698	Primary Service Area	2020 ACS
21211	Baltimore	MD	Baltimore	1,750	Primary Service Area	2020 ACS
21212	Baltimore	MD	Baltimore|Baltimore	8,401	Primary Service Area	2020 ACS
21213	Baltimore	MD	Baltimore	7,869	Primary Service Area	2020 ACS
21214	Baltimore	MD	Baltimore	4,806	Primary Service Area	2020 ACS
21215	Baltimore	MD	Baltimore|Baltimore	11,743	Primary Service Area	2020 ACS
21216	Baltimore	MD	Baltimore	5,460	Primary Service Area	2020 ACS
21217	Baltimore	MD	Baltimore	6,249	Primary Service Area	2020 ACS
21218	Baltimore	MD	Baltimore	7,949	Primary Service Area	2020 ACS
21222	Dundalk	MD	Baltimore|Baltimore	14,074	Primary Service Area	2020 ACS
21223	Baltimore	MD	Baltimore	5,316	Primary Service Area	2020 ACS
21224	Baltimore	MD	Baltimore|Baltimore	9,491	Primary Service Area	2020 ACS
21225	Brooklyn	MD	Anne Arundel|Baltimore	9,145	Primary Service Area	2020 ACS

21226	Curtis Bay	MD	Baltimore|Anne Arundel	1,832	Primary Service Area	2020 ACS
21227	Halethorpe	MD	Baltimore|Baltimore	6,855	Primary Service Area	2020 ACS
21228	Catonsville	MD	Baltimore|Baltimore	9,980	Primary Service Area	2020 ACS
21229	Baltimore	MD	Baltimore|Baltimore	10,868	Primary Service Area	2020 ACS
21230	Baltimore	MD	Baltimore	6,367	Primary Service Area	2020 ACS
21231	Baltimore	MD	Baltimore	2,346	Primary Service Area	2020 ACS
21234	Parkville	MD	Baltimore|Baltimore	14,364	Primary Service Area	2020 ACS
21236	Nottingham	MD	Baltimore|Baltimore	8,498	Primary Service Area	2020 ACS
21237	Rosedale	MD	Baltimore|Baltimore	6,221	Primary Service Area	2020 ACS
21239	Baltimore	MD	Baltimore|Baltimore	5,936	Primary Service Area	2020 ACS
21244	Windsor Mill	MD	Baltimore	9,242	Primary Service Area	2020 ACS
21250	Baltimore	MD	Baltimore	7	Primary Service Area	2020 ACS
21251	Baltimore	MD	Baltimore	43	Primary Service Area	2020 ACS
21252	Towson	MD	Baltimore	46	Primary Service Area	2020 ACS
21286	Towson	MD	Baltimore	3,375	Primary Service Area	2020 ACS
21723	Cooksville	MD	Howard	109	Primary Service Area	2020 ACS
21738	Glenwood	MD	Howard	1,024	Primary Service Area	2020 ACS
21794	West Friendship	MD	Howard	600	Primary Service Area	2020 ACS
21797	Woodbine	MD	Howard|Carroll|Montgomery	2,213	Primary Service Area	2020 ACS
21405	Annapolis	MD	Anne Arundel	71	Secondary Service Area	2020 ACS
21140	Riva	MD	Anne Arundel	855	Secondary Service Area	2020 ACS
21402	Annapolis	MD	Anne Arundel	513	Secondary Service Area	2020 ACS
21035	Davidsonville	MD	Anne Arundel	1,949	Secondary Service Area	2020 ACS
21032	Crownsville	MD	Anne Arundel	1,300	Secondary Service Area	2020 ACS
21409	Annapolis	MD	Anne Arundel	4,407	Secondary Service Area	2020 ACS
21012	Arnold	MD	Anne Arundel	6,248	Secondary Service Area	2020 ACS
21037	Edgewater	MD	Anne Arundel	4,714	Secondary Service Area	2020 ACS
21114	Crofton	MD	Anne Arundel	7,416	Secondary Service Area	2020 ACS
21403	Annapolis	MD	Anne Arundel	6,072	Secondary Service Area	2020 ACS
21401	Annapolis	MD	Anne Arundel	7,106	Secondary Service Area	2020 ACS
21105	Maryland Line	MD	Baltimore	-	Secondary Service Area	2020 ACS
21051	Fork	MD	Baltimore	30	Secondary Service Area	2020 ACS
21052	Fort Howard	MD	Baltimore	32	Secondary Service Area	2020 ACS
21156	Upper Falls	MD	Baltimore	62	Secondary Service Area	2020 ACS
21053	Freeland	MD	Baltimore	756	Secondary Service Area	2020 ACS
21162	White Marsh	MD	Baltimore	968	Secondary Service Area	2020 ACS
21120	Parkton	MD	Baltimore	1,915	Secondary Service Area	2020 ACS
21057	Glen Arm	MD	Baltimore	1,032	Secondary Service Area	2020 ACS
21128	Perry Hall	MD	Baltimore	3,072	Secondary Service Area	2020 ACS
21219	Sparrows Point	MD	Baltimore	1,952	Secondary Service Area	2020 ACS
21220	Middle River	MD	Baltimore	9,089	Secondary Service Area	2020 ACS
21221	Essex	MD	Baltimore	9,582	Secondary Service Area	2020 ACS
21155	Upperco	MD	Baltimore|Carroll	388	Secondary Service Area	2020 ACS
21082	Hydes	MD	Baltimore|Harford	109	Secondary Service Area	2020 ACS
21013	Baldwin	MD	Baltimore|Harford	1,140	Secondary Service Area	2020 ACS
21087	Kingsville	MD	Baltimore|Harford	934	Secondary Service Area	2020 ACS
21111	Monkton	MD	Baltimore|Harford	1,364	Secondary Service Area	2020 ACS
21102	Manchester	MD	Carroll|Baltimore	2,550	Secondary Service Area	2020 ACS
21074	Hampstead	MD	Carroll|Baltimore	3,198	Secondary Service Area	2020 ACS
21161	White Hall	MD	Harford|Baltimore	1,008	Secondary Service Area	2020 ACS
21085	Joppa	MD	Harford|Baltimore	2,965	Secondary Service Area	2020 ACS
21158	Westminster	MD	Carroll	4,515	Secondary Service Area	2020 ACS
21776	New Windsor	MD	Carroll|Frederick	1,303	Secondary Service Area	2020 ACS
21784	Sykesville	MD	Carroll|Howard	8,452	Secondary Service Area	2020 ACS
21705	Frederick	MD	Frederick	-	Secondary Service Area	2020 ACS
21762	Libertytown	MD	Frederick	16	Secondary Service Area	2020 ACS
21770	Monrovia	MD	Frederick	1,309	Secondary Service Area	2020 ACS
21754	Ijamsville	MD	Frederick	1,782	Secondary Service Area	2020 ACS
21774	New Market	MD	Frederick	3,921	Secondary Service Area	2020 ACS
21791	Union Bridge	MD	Frederick|Carroll	909	Secondary Service Area	2020 ACS
21771	Mount Airy	MD	Frederick|Carroll|Howard|Montgomery	7,792	Secondary Service Area	2020 ACS
21047	Fallston	MD	Harford	2,911	Secondary Service Area	2020 ACS
21017	Belcamp	MD	Harford	1,187	Secondary Service Area	2020 ACS

21009	Abingdon	MD	Harford	6,896	Secondary Service Area	2020 ACS
21040	Edgewood	MD	Harford	6,583	Secondary Service Area	2020 ACS
21737	Glenelg	MD	Howard	720	Secondary Service Area	2020 ACS
21036	Dayton	MD	Howard	435	Secondary Service Area	2020 ACS
20868	Spencerville	MD	Montgomery|Howard	18	Secondary Service Area	2020 ACS
20896	Garrett Park	MD	Montgomery|Howard	1,928	Secondary Service Area	2020 ACS
20861	Ashton	MD	Montgomery	142	Secondary Service Area	2020 ACS
20860	Sandy Spring	MD	Montgomery	182	Secondary Service Area	2020 ACS
20882	Gaithersburg	MD	Montgomery	398	Secondary Service Area	2020 ACS
20872	Damascus	MD	Montgomery	817	Secondary Service Area	2020 ACS
20895	Kensington	MD	Montgomery	3,084	Secondary Service Area	2020 ACS
20905	Silver Spring	MD	Montgomery	2,685	Secondary Service Area	2020 ACS
20851	Rockville	MD	Montgomery	5,076	Secondary Service Area	2020 ACS
20815	Chevy Chase	MD	Montgomery	4,252	Secondary Service Area	2020 ACS
20814	Bethesda	MD	Montgomery	3,019	Secondary Service Area	2020 ACS
20832	Olney	MD	Montgomery	5,650	Secondary Service Area	2020 ACS
20853	Rockville	MD	Montgomery	4,306	Secondary Service Area	2020 ACS
20852	Rockville	MD	Montgomery	6,272	Secondary Service Area	2020 ACS
20901	Silver Spring	MD	Montgomery	7,245	Secondary Service Area	2020 ACS
20910	Silver Spring	MD	Montgomery	8,786	Secondary Service Area	2020 ACS
20902	Silver Spring	MD	Montgomery	8,540	Secondary Service Area	2020 ACS
20906	Silver Spring	MD	Montgomery	7,776	Secondary Service Area	2020 ACS
20862	Brinklow	MD	Montgomery	13,201	Secondary Service Area	2020 ACS
20833	Brookeville	MD	Montgomery	15,099	Secondary Service Area	2020 ACS
20912	Takoma Park	MD	Montgomery|Prince George's	6,659	Secondary Service Area	2020 ACS
20903	Silver Spring	MD	Montgomery|Prince George's	7,424	Secondary Service Area	2020 ACS
20904	Silver Spring	MD	Montgomery|Prince George's	13,463	Secondary Service Area	2020 ACS
20742	College Park	MD	Prince George's	109	Secondary Service Area	2020 ACS
20769	Glenn Dale	MD	Prince George's	1,368	Secondary Service Area	2020 ACS
20722	Brentwood	MD	Prince George's	1,313	Secondary Service Area	2020 ACS
20781	Hyattsville	MD	Prince George's	2,995	Secondary Service Area	2020 ACS
20712	Mount Rainier	MD	Prince George's	1,867	Secondary Service Area	2020 ACS
20710	Bladensburg	MD	Prince George's	2,854	Secondary Service Area	2020 ACS
20720	Bowie	MD	Prince George's	5,680	Secondary Service Area	2020 ACS
20715	Bowie	MD	Prince George's	5,698	Secondary Service Area	2020 ACS
20716	Bowie	MD	Prince George's	4,637	Secondary Service Area	2020 ACS
20721	Bowie	MD	Prince George's	5,909	Secondary Service Area	2020 ACS
20737	Riverdale	MD	Prince George's	6,618	Secondary Service Area	2020 ACS
20740	College Park	MD	Prince George's	4,336	Secondary Service Area	2020 ACS
20708	Laurel	MD	Prince George's	7,294	Secondary Service Area	2020 ACS
20784	Hyattsville	MD	Prince George's	7,512	Secondary Service Area	2020 ACS
20770	Greenbelt	MD	Prince George's	5,810	Secondary Service Area	2020 ACS
20782	Hyattsville	MD	Prince George's	6,797	Secondary Service Area	2020 ACS
20706	Lanham	MD	Prince George's	11,105	Secondary Service Area	2020 ACS
20783	Hyattsville	MD	Prince George's	13,440	Secondary Service Area	2020 ACS
20785	Hyattsville	MD	Prince George's	10,464	Secondary Service Area	2020 ACS
20705	Beltsville	MD	Prince George's|Montgomery	6,958	Secondary Service Area	2020 ACS

EXHIBIT 15

HOPE HEALTH SYSTEMS, INC.

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2020

HOPE HEALTH SYSTEMS, INC.

PATUXENT
ACCOUNTING & TAX

Certified Public Accountants
201 W Padonia Rd Ste 301 * Lutherville, MD 21093 * Tel 443-562-5953 * Fax 410-529-0703

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Hope Health Systems, Inc.
6707 Whitestone Road, Suite 106
Baltimore, MD 21207

We have audited the accompanying financial statements of Hope Health Systems, Inc., which is comprised of the Balance Sheet as of December 31, 2020, the related Income Statement and Statement of Cash Flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

PATUXENT
ACCOUNTING & TAX
Certified Public Accountants
201 W Padonia Rd Ste 301 * Lutherville, MD 21093 * Tel 443-562-5953 * Fax 410-529-0703

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope Health Systems, Inc. as of December 31, 2020, and the Income Statement and Statement of Cash Flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. There are no other matters related to the financial statements as a whole that require additional presentation, disclosure, or analysis.

Patuxent Accounting & Tax, Inc.
Lutherville, Maryland
December 22, 2021

Hope Health Systems, Inc.
Balance Sheet
December 31, 2020

ASSETS		LIABILITIES & SHAREHOLDERS' EQUITY	
		Liabilities	
Current Assets		**Current Liabilities**	
Cash and Cash Equivalents	$ 596,344.26	Accounts Payable	$ 313,918.20
Deposits	31,259.34	Credit Cards	50,694.38
Employee Advances	87,276.36	Payroll Liabilities	125,101.20
Total Current Assets	$ 714,879.96	Due to Officers	180,272.18
		Deferred Tax Liability	29,917.00
		Total Current Liabilities	$ 699,902.96
Note Receivable - HHP	$ 706,125.07		
		Long Term Liabilities	
Fixed Assets		SBA EIDL	$ 150,000.00
		BB&T Loan	711,055.51
Software	$ 239,728.59	BB&T Line of Credit	177,043.65
Leasehold Improvements	872,482.19	Total Long Term Liabilities	$ 1,038,099.16
Furniture and Fixtures	146,118.89		
Computers	107,168.15	Total Liabilities	$ 1,738,002.12
Office Equipment	47,089.88		
Lab Equipment	55,430.58		
Accumulated Depreciation	(950,867.06)	**Shareholders' Equity**	
Total Fixed Assets	$ 517,151.22		
		Retained Earnings	$ 470,436.37
Other Assets	$ 483,103.81	Current Year Net Income	213,021.57
		Total Shareholders' Equity	$ 683,457.94
Total Assets	$ 2,421,260.06	Total Liabilities & Shareholders' Equity	$ 2,421,460.06

Hope Health Systems, Inc.
Income Statement
For the Year Ended December 31, 2020

INCOME		
Service Income	$ 12,401,891.80	
Other Income	1,995,640.21	
Total Income		$ 14,397,532.01
EXPENSES		
Amortization	$ 8,476.67	
Bank Fees	12,066.39	
Business Gifts	24,965.96	
Contributions	2,560.00	
Depreciation	89,112.69	
Direct Expenses	7,281,254.28	
Dues and Subscriptions	1,315.19	
Education	11,061.27	
Entertainment	6,282.89	
Fringe Benefits	1,080,888.95	
G&A Payroll	2,674,671.86	
G&A Subcontractors	449,896.37	
Interest	78,490.37	
Internet	17,700.31	
Licenses and Permits	1,352.80	
Meals	39,796.72	
Meetings & Seminars	3,750.35	
Miscellaneous	252,359.73	
Overhead	202,124.49	
Postage and Delivery	2,823.22	
Printing and Reproduction	6,222.29	
Professional Fees	397,999.72	
Recruiting	16,311.55	
Rent	490,175.04	
Repairs and Maintenance	237,236.92	
Security Monitoring	31,308.46	
Supplies	289,674.35	
Taxes	320,204.57	
Telephone	86,089.65	
Travel and Entertainment - Meeting	39,619.17	
Utilities	28,718.21	
Total Expenses		14,184,510.44
Net Income (Loss)		$ 213,021.57

Hope Health Systems, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2020

Operating Activities		
Net Income		$ 213,021.57
Adjustments to reconcile Net Income to net cash provided by Operating Activities:		
Accounts Receivable	$ 433,427.36	
Suspense	159,535.16	
Employee Advances	(4,513.60)	
Note Receivable - HHP	(41,187.73)	
Accounts Payable	(9,913.14)	
Credit Cards	(37,332.97)	
Payroll Liabilities	70,603.77	
Other Accrued Liabilities	(60,955.76)	
Net Cash Provided by Operating Activities		509,663.09
Investing Activities:		
Furniture and Fixtures	$ (65,855.88)	
Leasehold Improvements	(382,911.15)	
Computers	(296.79)	
Office Equipment	(2,194.88)	
Lab Equipment	(55,430.58)	
Accumulated Depreciation	89,112.69	
Other Assets	(40,673.05)	
Net Cash Provided by Investing Activities		(458,249.64)
Financing Activities:		
Notes Payable	$ 185,954.60	
Due to Officers	(85,140.77)	
Net Cash Provided from Investing Activities		100,813.83
Net Change in Cash		$ 365,248.85
Cash at Beginning of Period		231,095.41
Cash at End of Period		$ 596,344.26

Hope Health Systems, Inc.
Notes to Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

Hope Health Systems, Inc. (HHS) is a profit entity that caters to individuals who are experiencing mental illness. The company was incorporated in the State of Maryland in 1999.

The Corporation is licensed by Department of Health and Mental Hygiene. The Office of Health Care Quality, Community Health Services Unit, approves HHS as an Outpatient Mental Health Clinic. The foundation of Hope Health Systems is built on helping individuals and families have a normal life and become productive citizens in the community.

BASIS OF ACCOUNTING

Hope Health Systems, Inc. prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. Revenue and related assets are recognized when earned and expenses and related liabilities are recognized when the obligations are incurred. Accordingly, the financial statements reflect all significant payables and liabilities.

REVENUES

Hope Health Systems, Inc. receives most of their revenue through contracts with the State Department of Human Services. They offer services such as mental health, early intervention, training, consultation, and treatment services. These services are offered through a variety of programs such as: Outpatient Mental Health Care (OMHC), Expanded School-Base Mental Health (ESMH), Department of Juvenile Services (DJS), Psychiatric Rehabilitation Program (PRP), Health Homes, Substance Abuse, and Mobile treatment Services.

NOTE 2: CASH AND CASH EQUIVALENTS

Cash and Cash Equivalents of $596,344.26 represents the total held in the Company's bank deposit accounts on December 31, 2020.

NOTE 3: NOTE RECEIVABLE-HHP

In 2018, Hope Health Systems acquired a $750,000.00 loan for the purpose of subsidizing the costs associated with improvements for a building owned by Hope Health Properties, a wholly owned subsidiary of Hope Health Systems. While the liability was recorded properly on the books of Hope Health Systems, the original entry erroneously increased the Leasehold Improvements of Hope Health Systems. This transaction has since been corrected, and Hope Health Systems has established a Note Receivable from Hope Health Properties.

NOTE 4: FIXED ASSETS

Fixed Assets are recorded at cost and depreciated on a straight-line basis over the estimated useful life of each asset.

NOTE 5: OTHER ASSETS

Other Assets of $483,303.81 is comprised of the following:

Agape Health Systems - $461,054.02
Goodwill (Agape Health Systems purchase) - $28,000.00
Accumulated Amortization – ($16,566.67)
Peju's Kitchen - $10,816.46

NOTE 6: GOODWILL

Agape Health System was acquired in February of 2015 and provided a total goodwill of $28,000. It is being amortized on a straight-line basis over a period of 10 years.

NOTE 7: DUE TO OFFICERS

Due to Officers of $180,272.18 is detailed below:

Lanre Fadiora - $98,020.65
Yinka Fadiora - $82,251.53

NOTE 8: LONG TERM LIABILITIES

Long Term Liabilities totaling $1,038,099.16 is comprised of:

SBA EIDL - $150,000.00 (payments deferred until Jun 2021)
BB&T Loan - $711,055.51 (interest rate of $5.37% - maturity date of 5/29/2023)
BB&T Line of Credit - $177,043.65 (interest rate of 3.75% - maturity date of 11/29/2021)

HOPE HEALTH SYSTEMS, INC.

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2019

HOPE HEALTH SYSTEMS, INC.

PATUXENT
ACCOUNTING & TAX
Certified Public Accountants
201 W Padonia Rd Ste 301 * Lutherville, MD 21093 * Tel 443-562-5953 * Fax 410-529-0703

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Hope Health Systems, Inc.
6707 Whitestone Road Suite 106
Baltimore, MD 21207

We have audited the accompanying financial statements of Hope Health Systems, Inc., which is comprised of the Balance Sheet as of December 31, 2019, the related Income Statement and Statement of Cash Flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

PATUXENT
ACCOUNTING & TAX
Certified Public Accountants
201 W Padonia Rd Ste 301 * Lutherville, MD 21093 * Tel 443-562-5953 * Fax 410-529-0703

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope Health Systems, Inc. as of December 31, 2019, Income Statement and Statement of Cash Flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. There are no other matters related to the financial statements as a whole that need presentation purposes of additional analysis.

Patuxent Accounting & Tax, Inc.

Patuxent Accounting & Tax, Inc.
Lutherville, Maryland
June 21, 2021

Hope Health Systems, Inc.
Balance Sheet
December 31, 2019

ASSETS		LIABILITIES & SHAREHOLDERS' EQUITY	
		Liabilities	
Current Assets		**Current Liabilities**	
Cash and Cash Equivalents	$ 223,393.11	Accounts Payable	$ 363,107.71
Accounts Receivable	433,427.36	Credit Cards	89,956.56
Suspense	169,549.27	Accrued State Income Taxes	79,277.79
Deposits	31,259.34	Payroll Liabilities	54,497.43
Employee Advances	83,112.76	Due to Officers	258,905.57
HHP	(31,042.04)	Hope Health Properties	61,020.62
Total Current Assets	$ 909,699.80	Other Accrued Liabilities	49,425.88
		Total Current Liabilities	$ 956,191.56
Fixed Assets			
Software	$ 239,728.59	**Long Term Liabilities**	
Leasehold Improvements	488,771.04		
Furniture and Fixtures	85,962.01	Notes Payable	$ 853,691.19
Computers	106,871.36	Total Long Term Liabilities	$ 853,691.19
Office Equipment	42,895.00		
Building	750,000.00	Total Liabilities	$ 1,809,882.75
Accumulated Depreciation	(861,754.37)		
Total Fixed Assets	$ 852,473.63		
Other Assets		**Shareholders' Equity**	
Goodwill	$ 28,000.00	Retained Earnings	$ 44,061.84
Accumulated Amortization	(8,090.00)	Current Year Net Income	582,867.27
Agape Health Systems	395,720.76	Total Shareholders' Equity	$ 626,929.11
Peju's Kitchen	259,007.67		
Total Other Assets	$ 674,638.43		
Total Assets	$ 2,436,811.86	Total Liabilities & Shareholders' Equity	$ 2,436,811.86

Hope Health Systems, Inc.
Income Statement
For the Year Ended December 31, 2019

INCOME		
Service Income	$ 14,162,164.12	
Total Income		$ 14,162,164.12
EXPENSES		
1099 Subcontractors	$ 367,748.68	
Administrative Expenses	8,494.08	
Amortization	95,318.49	
Bank Fees	14,048.27	
Business Gifts	15,263.37	
Contributions	18,935.63	
Cost of Goods Sold	6,960,817.89	
Depreciation	158,140.37	
Dues and Subscriptions	1,460.00	
Education	1,575.00	
Enertainment	3,337.38	
Fringe Benefits	1,207,673.48	
Insurance	16,957.74	
Interest	84,550.23	
Internet	17,643.77	
Licenses and Permits	759.20	
Meals	36,088.01	
Miscellaneous	5,625.47	
Officers' Salaries	1,639,615.68	
Overhead	80,032.02	
Payroll	707,994.10	
Postage and Delivery	3,722.55	
Printing and Reproduction	10,255.85	
Professional Fees	561,360.35	
Recruiting	16,571.81	
Rent	430,138.38	
Repairs and Maintenance	441,198.66	
Security Monitoring	36,993.15	
Supplies	119,070.55	
Taxes	289,042.51	
Telephone	78,772.30	
Travel and Entertaiment - Meeting	109,868.31	
Utilities	40,223.57	
Total Expenses		13,579,296.85
Net Income (Loss)		$ 582,867.27

Hope Health Systems, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2019

Operating Actitivities		
Net Income		$ 582,867.27
Adjustments to reconcile Net Income to net cash provided by Operating Activities:		
Accounts Receivable	$ (138,192.05)	
Suspense	(40,589.39)	
Employee Advances	(17,180.18)	
Accounts Payable	73,221.74	
Credit Cards	(1,882.62)	
Payroll Liabilities	(244,239.78)	
Net Cash Provided by Operating Activities		(368,862.28)
Investing Activities:		
Furniture and Fixtures	$ (22,461.16)	
Leasehold Improvements	(46,305.00)	
Accumulated Depreciation	158,740.37	
HHP	(89,085.74)	
Due from Officers	(20,022.83)	
Agape Health Systems	(212,014.02)	
Peju's Kitchen	(113,877.72)	
Net Cash Provided by Investing Activities		(345,026.10)
Financing Activities:		
Notes Payable	$ 42,634.95	
Due to Officers	258,905.57	
Net Cash Provided from Investing Activities		301,540.52
Net Change in Cash		$ 170,519.41
Cash at Beginning of Period		52,873.70
Cash at End of Period		$ 223,393.11

Hope Health Systems, Inc.
Notes to Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

Hope Health Systems, Inc. (HHS) is a profit entity that caters to individuals who are experiencing mental illness. The company was incorporated in the State of Maryland in 1999.

The Corporation is licensed by Department of Health and Mental Hygiene. The Office of Health Care Quality, Community Health Services Unit, approves HHS as an Outpatient Mental Health Clinic. The foundation of Hope Health Systems is built on helping individuals and families to have a normal life and become productive citizen in the community.

BASIS OF ACCOUNTING

Hope Health Systems, Inc. prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. Revenue and related assets are recognized when earned and expenses and related liabilities are recognized when the obligations are incurred. Accordingly, the financial statements reflect all significant payables and liabilities.

CASH AND CASH EQUIVALENT

Cash and cash equivalent represents money that are being held in the Company's deposit accounts. The total cash and cash equivalent at the end of the period, December 31, 2019 was $223,393.11.

REVENUES

Hope Health Systems, Inc. receives the majority of their revenue through contracts with the State Department of Human Services. They offer services such as mental health, early intervention, training, consultation and treatment services. These services are offered through a variety of programs such as: Outpatient Mental Health Care(OMHC), Expanded School-Base Mental Health(ESMH), Department of Juvenile Services(DJS), Psychiatric Rehabilitation Program(PRP), Health Homes, Substance Abuse, and Mobile treatment Services.

NOTE 2: ACCOUNTS RECEIVABLE

In the accounting period January to December 31, 2019, the accounts receivable ended withan increase of $138,192.05. The ending balance was $433,427.36.

NOTE 3: EMPLOYEE A DVANCES

The account reports monies that have been loan to employees/shareholder and has not been repaid as of December 31, 2019.

NOTE 4: FIXED ASSETS

Fixed Assets are recorded at cost and depreciated on a straight-line basis over their estimated useful life of each asset.

NOTE 5: GOODWILL

Agape Health System was acquired in February of 2015 and provided a total goodwill of $28,000. It was amortized on the straight line basis over 15 years, but should have been amortized over a period no greater than 10 years. Therefore, the amortization was adjusted base on FASB Accounting Standard 350-20-35-64.

According to the standard, an entity may revise the remaining useful life of goodwill upon the occurrence of events and changes in circumstances that warrant a revision to the remaining period of amortization. However, the cumulative amortization period for any amortizable unit of goodwill cannot exceed 10 years. If the estimate of the remaining useful life of goodwill is revised, the remaining carrying amount of goodwill shall be amortized prospectively on a straight-line basis over that revised remaining useful life.

The schedule presented below shows the change in Goodwill over the year.

Other Assets	
Goodwill	28,000.00
Accumulated Amortization	(8,090.00)
Total Net Goodwill	19,930.00

NOTE 6: ACCOUNTS PAYABLE

The total accounts payable balance at the end the year was $363,107.71

NOTE 7: NOTES PAYABLE

This amount reflects the amount of long-term liabilities that is owed by Hope Health Systems Inc. as at December 31, 2019. This amount is due to a mortgage that was utilized in the acquisition of a building.

Notes Payable	$853,691.19

NOTE 8: FRINGE BENEFITS

This account reports on the amount the company pays for taxes on the behalf of the employees, such as social security and Medicare. Fringe benefits also include health insurance, Health Savings Account contributions, disability insurance, and workers compensation insurance.

NOTE 9: TAXES

This is the expense account that is used to report the amount that was paid for business income tax for the federal government and the state.

NOTE 10: DUE TO OFFICERS

Due to officers is the reimbursements generated by the shareholders during the course of doing business.

EXHIBIT 16

CliftonLarsonAllen LLP
CLAconnect.com

Mr. Lanre O. Fadiora
Chief Financial Officer
Hope Health Systems, Inc.
6707 Whitestone Road, Suite 106
Woodlawn, Maryland 21207

Dear Mr. Fadiora:

In connection with your upcoming Certificate of Need Application to establish a 16-bed psychiatric hospital for children and adolescents, you asked me to confirm the status of our audit of the Combined Financial Statements of Hope Health Systems, Inc. and Hope Health Properties LLC ("Hope Health") for the year ended December 31, 2021 and for the year ended December 31, 2022.

We are engaged and currently auditing the year 2021 Hope Health financial statements and note disclosures. Assuming the continued assistance from Hope Health, we anticipate issuing our opinion on the year 2021 financial statements to management by approximately April 7, 2023, and we expect to issue our opinion the year 2022 financial statements to management by approximately June 30, 2023.

Sincerely,

Jonathan (Jon) T. Hansen, CPA
Principal
CliftonLarsonAllen LLP
410-308-8062
jonathan.hansen@CLAconnect.com