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June 20, 2023

VIA EMAIL AND FEDEX MAIL

Ms. Ruby Potter
ruby.potter@maryland.gov
Health Facilities Coordination Officer
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215-2299

Re: Hygea Detox at Camp Meade, LLC
CON Application for the Establishment of Intermediate Care Facility
817 S. Camp Meade Rd, Linthicum Heights, MD

Dear Ms. Potter:

On behalf of the applicant Hygea Detox at Camp Meade, LLC, we are submitting an electronic version and four (4) hard copies of its Certificate of Need Application and related exhibits. We will be providing a WORD version of the application, and an EXCEL file of the MHCC tables under separate email.

We hereby certify that a copy of this submission has also been forwarded to the appropriate local health-planning agency as noted below.

If you have questions about the information provided above, please contact us at your convenience.

Sincerely,

Ella R. Aiken

Mallory Regenbogen

#836355
014168-0002

218 North Charles Street Suite 400 Baltimore, MD 21201 p: 410.727.7702 f: 410.468.2786 gejlaw.com

ERA:vtl

cc: Tonii Gedin, RN, DNP, Acting Health Officer, Anne Arundel County Health Department
Ben Steffen, Executive Director, MHCC
Wynee Hawk, RN, JD, Director, Center for Health Care Facilities Planning and Development, MHCC
Alexa Bertinelli, Esq., Assistant Attorney General, MHCC
Caitlin E. Tepe, Esq., Assistant Attorney General, MHCC
Robby Stempler, CEO, Hygea Detox at Camp Meade, LLC
Stacy Fruhling, MBA, LCPC, COO and Executive Clinical Director, Hygea Detox at Camp Meade, LLC
Craig L. Wheeless, Consultant

CERTIFICATE OF NEED APPLICATION

INTERMEDIATE CARE FACILITY

817 S. Camp Meade Rd,
Linthicum Heights, MD 21090

Applicant: Hygea Detox at Camp Meade, LLC

June 20, 2023

#828317

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PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Facility: Hygea Detox at Camp Meade

Address:

817 S. Camp Meade Rd	Linthicum Heights	21090	Anne Arundel
Street	City	Zip	County

2. Name of Owner: Hygea Detox at Camp Meade, LLC

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

See ownership chart attached as **Exhibit 3**.

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

Legal Name of Project Applicant (Licensee or Proposed Licensee): Hygea Detox at Camp Meade, LLC

Address:

400 Redland Court, Suite 102	Owings Mills	21117	Maryland	Baltimore
Street	**City**	**Zip**	**State**	**County**

Telephone: 443-690-3577

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

Not Applicable.

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

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

A. Governmental ☐

B. Corporation

(1) Non-profit ☐

(2) For-profit ☒

(3) Close ☐ State & Date of Incorporation: Maryland, April 7, 2023

C. Partnership

General ☐

Limited ☐

Limited Liability Partnership ☐

Limited Liability Limited Partnership ☐

Other (Specify): ____________________

D. Limited Liability Company ☐

E. Other (Specify): ____________________

To be formed: ☐

Existing: ☐

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

A. Lead or primary contact:

Name and Title: Stacy Fruhling, COO and Executive Clinical Director

Company Name: Hygea Detox at Camp Meade, LLC

Mailing Address:

400 Redland Court Suite 102	Owings Mills	21117	MD
Street	City	Zip	State

Telephone: 410-559-1800

E-mail Address (required): stacy@hygea.health

Fax: ____________________

If company name is different than applicant briefly describe the relationship

Name and Title: Robby Stempler, C.E.O.

Company Name: Hygea Detox at Camp Meade, LLC

Mailing Address:

400 Redland Court Suite 102	Owings Mills	21117	MD
Street	City	Zip	State

Telephone: 443-690-3577

E-mail Address (required): Robbystempler@gmail.com

Fax:

If company name is different than applicant briefly describe the relationship

Name and Title: Ella R. Aiken, Esq.

Company Name: Gallagher Evelius & Jones LLP

Mailing Address:

218 N. Charles St. Ste. 400	Baltimore	21201	MD
Street	City	Zip	State

Telephone: 410-951-1420

E-mail Address (required): eaiken@gejlaw.com

Fax: 410-468-2786

If company name is different than applicant briefly describe the relationship Legal Counsel

Name and Title: Mallory M. Regenbogen, Esq.

Company Name: Gallagher Evelius & Jones LLP

218 N. Charles St. Ste. 400	Baltimore	21201	MD
Street	City	Zip	State

Telephone: 410-951-1417

E-mail Address (required): mregenbogen@gejlaw.com

Fax: 410-468-2786

If company name is different than applicant briefly describe the relationship Legal Counsel

7. TYPE OF PROJECT

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

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

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

8. PROJECT DESCRIPTION

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

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

Applicant Response

The Applicant

Applicant Hygea Detox at Camp Meade, LLC ("Hygea Detox at Camp Meade" or the "Applicant") proposes to establish a Track One Alcoholism and Drug Abuse Intermediate Care Facility ("ICF") (as defined in the State Health Plan, COMAR 10.24.14) at the site of the former Maryland House Detox facility, a 1.9029 acre site in Anne Arundel County, located at 817 S. Camp Meade Rd, Linthicum Heights, Maryland. The Applicant will lease this site, which is owned by Camp Meade Investments I, LLC ("Landlord").

Robby Stempler is the 100% owner of Hygea Healthcare, LLC, which is the sole member of Hygea Detox at Camp Meade. Mr. Stempler has experience in providing medically monitored inpatient detoxification services for individuals suffering from chemical dependency. Mr. Stempler is the primary owner of Malibu Detox, LLC in Topanga, California, which operates five separate locations providing medically supervised detoxification, residential treatment, and aftercare programs. All five California facilities are all accredited by the Joint Commission.

Mr. Stempler is also the 100% owner of Hygea Detox, Inc., which is another subsidiary of Hygea Healthcare, LLC. On March 17, 2022, the Commission granted Hygea Detox, Inc. a CON to establish a 50-bed Track One ICF for adults in Baltimore County, Maryland (Docket No. 21-03-2450). This facility will offer ASAM Level 3.7 medically monitored inpatient services and withdrawal management services. It is currently under construction and is anticipated to open during the first quarter of 2024.

The Proposed Project

The mission for Hygea Detox at Camp Meade is to provide Marylanders with the best specialty care for chemical dependency with an integrated team of psychologists, holistic practitioners, and registered dietitians with a goal of providing comprehensive addiction and dual

diagnosis treatment to help individuals achieve long-term recovery. The Applicant seeks to provide patients with this specialty care in their communities so patients can be treated close to home and do not need to travel long distances for care.

Hygea Detox at Camp Meade is proposing to establish a 16-bed adult detoxification program providing services consistent with the American Society of Addiction Medicine (ASAM) Level 3.7 – Medically Monitored Intensive Inpatient Services, and Level 3.7WM, Medically Monitored Intensive Inpatient Services for Withdrawal Management. The Applicant intends to seek accreditation based licensure in Maryland as a Residential-Intensive Level 3.7 Program pursuant to COMAR 10.63.03.14, and to include services licensed under COMAR 10.63.03.18 – Withdrawal Management Services and COMAR 10.63.03.19 – Opioid Treatment Service.

Hygea Detox at Camp Meade will be located on the former site of Maryland House Detox ("MHD"), which was a 16-bed adult detoxification program that received a CON from the MHCC for a Track one ICF on this site on December 15, 2016. This facility closed in January 2023 due to bankruptcy of the prior operator, which operated numerous detox facilities. The prior operator renovated this building to create an ideal layout for offering medically monitored inpatient detoxification services. As part of this project, Hygea Detox at Camp Meade is planning only minor renovations that are largely cosmetic, or for maintenance and repair of the building.

Hygea Detox at Camp Meade facility is a one story, 5,851 square foot building containing six semi-private rooms and one private room. The seven residential rooms include a total of 16 beds: one single-bed room (compliant with the Americans for Disabilities Act ("ADA")); three rooms with two beds; and three rooms with three beds. Each room will have its own full bathroom and shower. The internal layout was designed to create functional zone-centered services to address patient safety, confidentiality, storage and administration of medication, staff offices, patient and family clinical consult areas, patient examination, and a commercial kitchen to prepare and serve meals to patients.

The patient centered areas encompass four zones:

1. Resident hall with six patient rooms each with egress windows and an adjoining bathroom; a group break out room; relaxation lounge; large group room; main lobby with communications center; a quiet contemplation room; and family meeting room.
2. Dining room that includes a commercial kitchen enclosure; an open dining area; a café style refreshments center; and a door to the outdoor gardens.
3. Patient gathering, family meeting, and consult areas.
4. An outdoor area that includes a walking path and flower gardens.

The business area encompasses three zones:

1. A medical area which includes: patient exam and consult room; staff office; and a nurse station for med prep, and dispense and storage areas. One ADA accessible bedroom is located near the medical zone and when not utilized for a patient with a disability, will be utilized for higher acuity patients.
2. Staff offices area that includes: clinical staff, administrative staff, HR/Finance, office manager, executive staff, IT and communications, staff lounge and dining area.
3. A lab area will be off the main lobby.

Project Costs and Renovations

As shown in **Exhibit 1**, Table B – Project Budget, the total estimated project cost for Hygea Detox at Camp Meade, the Tenant/Applicant, is estimated to be $127,038, with $72,038 related to capital costs. The Applicant's renovations include minor cosmetic updates including interior painting, new signage for the facility, and minor repairs to fixtures. It also includes updating internal fire safety, security, and communications systems. The Landlord also intends to perform minor renovations estimated to cost $9,743. The Landlord's renovations include repairing external fencing, generator maintenance, and replacing damaged flooring. The Applicant provides Landlord's costs in Table B for full transparency, however, the Applicant/Tenant's costs are the only capital costs requiring approval as part of this CON project. Together, the Tenant and Landlord's renovations are estimated to cost $136,781.

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

(1) Construction, renovation, and demolition plans
(2) Changes in square footage of departments and units
(3) Physical plant or location changes
(4) Changes to affected services following completion of the project
(5) Outline the project schedule.

Applicant Response

Hygea Detox at Camp Meade will operate the same building that was the formerly a 16-bed adult ICF operated by Maryland House Detox, located at 817 S. Camp Meade Rd in Linthicum, Maryland.

As described above, the Landlord intends to perform minor renovations to the site, including repairing external fencing, generator maintenance, and replacing damaged flooring. The Applicant also intends to perform minor renovations, including interior painting, new signage for the facility, repairs, and updating internal fire safety, security, and communications systems. None of the renovations or upgrades planned will result in a change in square footage of the facility or changes to the floor plans of existing rooms. There are no physical plant or location changes planned as a part of this project. The only permit required will be for the building's new signage.

Hygea Detox at Camp Meade anticipates this project will take a total of three months to complete from CON approval. The Applicant intends to obligate funds within one month of CON approval, and complete all renovations within two months thereafter.

The Applicant will need to obtain licensure and CARF accreditation following receipt of its CON approval, and anticipates the facility will open during the second quarter of 2024.

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

Applicant Response

See **Exhibit 1**, Table A.

10. REQUIRED APPROVALS AND SITE CONTROL

A. Site size: 1.9029 acres

B. Have all necessary State and local land use and environmental approvals, including zoning and site plan, for the project as proposed been obtained? YES __X__ NO ____ (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

> Neither the Landlord or the Applicant's minor renovations will not increase or change the existing footprint of the building. Due to the nature of the repairs and renovations being made, the Applicant will only need a single permit for an exterior sign that will be added in front of the building. The Applicant anticipates it will take one to two months to receive this permit.
>
> The project site has been rezoned for appropriate use through Anne Arundel County and accepted by the County's Zoning Division of the Office of Planning and Zoning.

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

(1) Owned by: Camp Meade Investments I, LLC

(2) Options to purchase held by: ____________________
Please provide a copy of the purchase option as an attachment.

(3) Land Lease held by: ____________________
Please provide a copy of the land lease as an attachment.

(4) Option to lease held by: Hygea Detox at Camp Meade, LLC
Please provide a copy of the option to lease as an attachment.

(5) Other: ____________________
Explain and provide legal documents as an attachment.

The Applicant has a lease with Camp Meade Investments I, LLC. The lease is attached as **Exhibit 4**.

11. PROJECT SCHEDULE

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

For new construction or renovation projects.

The applicable performance requirements from COMAR 10.24.01.12 are noted below. However, Hygea Detox at Camp Meade anticipates a total approximate time frame of three months will be needed to complete renovations and open the facility after obtaining its Certificate of Need.

Project Implementation Target Dates

A. Obligation of Capital Expenditure __18__ months from approval date.

B. Beginning Construction __4___ months from capital obligation.

C. Pre-Licensure/First Use __18____ months from capital obligation.

D. Full Utilization _NA____ months from first use.

For projects not involving construction or renovations.

Project Implementation Target Dates

A. Obligation or expenditure of 51% of Capital Expenditure _____ months from CON approval date.

B. Pre-Licensure/First Use _____ months from capital obligation.

C. Full Utilization _____ months from first use.

For projects not involving capital expenditures.

Project Implementation Target Dates

A. Obligation or expenditure of 51% Project Budget _____ months from CON approval date.

B. Pre-Licensure/First Use _____ months from CON approval.

C. Full Utilization _____ months from first use.

12. PROJECT DRAWINGS

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

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

A. Floor plans for each floor affected with all rooms labeled by purpose or function, number of beds, location of bathrooms, nursing stations, and any proposed space for future expansion to be constructed, but not finished at the completion of the project, labeled as "shell space".

B. For projects involving new construction and/or site work a Plot Plan, showing the "footprint" and location of the facility before and after the project.

C. Specify dimensions and square footage of patient rooms.

Applicant Response

This project involves only minor renovations to the facility, including painting, maintenance, floor, and fence repairs. The renovations will not impact the square footage or floor plans of the building previously operated by Maryland House Detox as an adult ICF. The Applicant has provided project drawings as **Exhibit 2**. These drawings were produced by Maryland House Detox as part of its CON application submitted March 21, 2016 and are part of the public record of that CON application review. *See In re Maryland House Detox*, Docket No. 16-02-2374, CON Application, Exhibit 3, pp. 131-135.

13. AVAILABILITY AND ADEQUACY OF UTILITIES

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

Applicant Response

The proposed project site will have all necessary utilities, each addressed below in more detail. All utilities currently serve or have been engaged by Hygea Detox at Camp Meade.

Water:

- Water is provided by Anne Arundel County.
- The cold water line is 1-1/4" which accommodates necessary water consumption in this facility.
- There are three (3) water heaters serving the space – 120-gallon and 40-gallon water heaters serve the right wing of the building and a 40- gallon serves the left wing of the building.

Electricity:

- Electricity is provided by Baltimore Gas and Electric (BG&E).
- The main electrical service to the space is 600 amps, 120/208V, 3Ø.

Sewage:

- The sewer collection is accomplished through a septic tank that has been determined to be adequate.
- The septic system is private and will be maintained by Hygea Detox at Camp Meade.
- The commercial kitchen utilizes a 1000 gallon Fats, Oil and Grease (FOG) collection system (Grease interceptor).

Natural Gas:

- Heating is provided by propane.
- Suburban Propane is the propane vendor that is engaged and maintained by Hygea Detox at Camp Meade.
- The space on the left side of the building that includes proposed RM 115 to Unit G is served by an existing 5-Ton residential grade Air Handling unit (Furnace) with propane heat.
- The right side of the building that includes the existing kitchen is served by two (2) 5-Ton residential grade Air Handlers manifold into one main supply trunk. Heating is provided by Propane.

PART II - PROJECT BUDGET

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

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

Applicant Response

See **Exhibit 1**, Table B.

Assumptions and Explanations

Hygea Detox at Camp Meade – Tenant/Applicant Costs

1. **Building:** The Tenant's cost estimate for building renovations is based on quotes provided by:

    a. Perfect Painters for interior painting;

    b. Strategic Factory for new signage;

    c. Handy Man Services for repairs.

2. **Fixed Equipment:** The Tenant's cost estimate for fixed equipment is based on quotes provided by:

    a. Strat Security for nurse call, fire safety, and security system installation.

    b. Interconnect Services for security and communications system installation.

3. **Moveable Equipment:** The Tenant's cost estimate for moveable equipment is based on estimated costs from various furniture retailers based on the expected furnishings needing replacement.

Camp Meade Investments I, LLC – Landlord Costs

1. **Building:** The Landlord's cost estimate for building renovations is based on quotes provided by:

    a. Long Fence for fence repair;

    b. Terra Land Services for property maintenance;

    c. A to Z Generators for generator maintenance;

    d. Columbia Floors for floor repairs.

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

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

Robby Stempler, 400 Redland Court, Suite 102, Owings Mills, Maryland 21117

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

   Yes. Robby Stempler has been the CEO and Owner of Malibu Detox, LLC from November 2016 through present. Malibu Detox, LLC has three locations:

   22766 Saddle Peak Rd, Topanga, CA 90290

   21965 Saddle Peak Rd, Topanga, CA 90290

   501 Sadie Rd, Topanga, CA 90290

   Each location is accredited by The Joint Commission and licensed by the California Department of Health Care Services.

   In addition, Robby Stempler has been the owner and CEO of Hygea Detox, Inc. from December 2020 through present. Hygea Detox, Inc. is an adult ICF facility that is expected to open in the first quarter of 2024 and will be located at 1210 Middle River Road, Baltimore, Maryland 21237.

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

   No

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

2? If yes, provide, for each such instance, copies of any settlement reached, proposed findings or final findings of non-compliance and related documentation including reports of non-compliance, responses of the facility, and any final disposition or conclusions reached by the applicable authority.

No

---

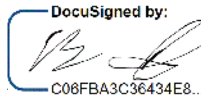
4. Has any applicant, owner, or responsible individual listed in response to Question 1, above, ever pled guilty to, received any type of diversionary disposition, or been convicted of a criminal offense in any way connected with the ownership, development, or management of the applicant facility or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

No

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

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

5/31/2023
Date



C.E.O., Hygea Detox at Camp Meade, LLC
Title

Robby Stempler
Printed Name

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

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

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

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

10.24.01.08G(3)(a). THE STATE HEALTH PLAN.

Every applicant must address each applicable standard in the chapter of the State Health Plan for Facilities and Services[1]. Commission staff can help guide applicants to the chapter(s) that applies to a particular proposal.

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

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

.05A. Approval Rules Related To Facility Size.

Unless the applicant demonstrates why a relevant standard should not apply, the following standards apply to applicants seeking to establish or to expand either a Track One or a Track Two intermediate care facility.

(1) The Commission will approve a Certificate of Need application for an intermediate care facility having less than 15 beds only if the applicant dedicates a special population as defined in Regulation .08.

(2) The Commission will approve a Certificate of Need application for a new intermediate care facility only if the facility will have no more than 40 adolescent or 50 adult intermediate care facility beds, or a total of 90 beds, if the applicant is applying to serve both age groups.

(3) The Commission will not approve a Certificate of Need application for expansion of an existing alcohol and drug abuse intermediate care facility if its approval would result in the facility exceeding a total of 40 adolescent or 100 adult intermediate care facility beds, or a total of 140 beds, if the applicant is applying to serve both age groups.

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

Applicant Response

Only Standard .05A(2) applies to the proposed facility.

Hygea Detox at Camp Meade is seeking Commission approval to establish a new Track One ICF located in the Central Maryland region with 16 adult beds. The facility will not serve adolescent patients.

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

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

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

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

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

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

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

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

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

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

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

Applicant Response

In the MHCC Staff Report and Recommendation *In re Hygea Detox, Inc.*, Docket No. 21-03-2450, March 17, 2022, p. 6, Staff acknowledged the limitations of the current Need methodology set forth in the ICF State Health Plan, but that it remains a logical forecasting methodology, stating:

> Staff agrees with the applicant that this bed need projection methodology has become obsolete, but not primarily because of its age. The steps and assumptions, which are updatable, are not illogical as a forecasting model. Its obsolescence is primarily caused by the changes made to the scope of CON regulation in 2019 legislation, changes supported by the Commission. The Commission no longer has the authority to limit ICF bed supply by comprehensively regulating changes in such bed supply, in the way, for example, that the Commission controls hospital and nursing home bed capacity.

Using this methodology, the Commission Staff recognized a net ICF bed need range of 23-65 beds for the target year of 2027 in the *In re Hygea Detox, Inc.* Recommended Decision. *See* Id. at p. 6. Taking into account the additional 50 ICF beds that will be added to the Central Maryland region as a result of Hygea Detox, Inc's new facility in Baltimore County that is expected to open during the first quarter of 2024, the 16 ICF beds proposed as part of this project would still fall within the Commission's projected net bed need range.

Although the Applicant demonstrates net need below based on the need methodology set forth in the ICF State Health Plan, it notes that the Commission's defined need methodology likely understates bed need in the State. This is particularly true given that the prevalence of substance use disorders in the State has increased significantly since this methodology was last updated, as discussed more fully in the Hygea Detox at Camp Meade's response to the general Need criterion at COMAR 10.24.01.08G(3)(b). The methodology was last published in 2002, with a supplement in 2013 that did not affect the calculation methodology. COMAR 10.24.14. Review of its sources demonstrates that it relies upon information significant older than its publication date.

While changes in the laws have made usefulness of the ICF bed need analysis in the State Health Plan limited, it is still supportive of the need for the project. Based on the ICF bed need analysis, Hygea calculates a net bed need range of 7 to 47 ICF Track One beds for the Central Maryland region in the target opening year of 2024 (Table 1). Thus, despite its obsolescence, the ICF bed need projection methodology still produces a range of net bed need that supports Hygea's proposed project of 16 ICF Track One beds.

Table 1 below presents the minimum and maximum ICF Track One bed need in the Central Maryland region using the ICF Alcohol and Drug Abuse bed need projection methodology and the assumptions included in that methodology.

Table 1
Track One ICF Bed Need
Central Maryland [1]

	Base Year 2020	Target Year 2024
(a) Projected Adult Population (18 years and older) – Estimated 2020 [2]	2,053,814	2,109,434
(b) Indigent Adult Population (18 years and older) - Central Maryland [3]	458,027	525,666
(c) Non-Indigent Population (a-b)	1,595,787	1,583,769
(d) Estimated Number of Substance Abusers (c*8.64%)	137,876	136,838
(e) Estimated Annual Target Population (d*25%)	34,469	34,210
(f) Estimated Number Requiring Treatment (e*95%)	32,746	32,500
(g) Estimated Population requiring ICF/CD (12.5%-15%)		
(g1) Minimum (f*0.125)	4,093	4,063
(g2) Maximum (f*0.15)	4,912	4,875
(h) Estimated Range requiring Readmission (10%)		
(h1) Minimum (g1*0.1)	409	406
(h2) Maximum (g2*0.1)	491	488
(i) Total Discharges from out of state [4]	0	0
(j) Range of Adults Requiring ICF/CD Care		
(j1) Minimum (g1+h1+i)	4,502	4,469
(j2) Maximum (g2+h2+i)	5,403	5,363
(k) Gross Number of Adult ICF Track One Beds Needed		
(k1) Minimum = ((f*14 ALOS)/365)/0.85	203	202
(k2) Maximum = ((f*14 ALOS)/365)/0.85	244	242
(l) Existing Track One Inventory ICF/CD beds [5] [6]	144	195
(m) Net Private ICF/CD Bed Need		
(m1) Minimum (k1-l)	59	7
(m2) Maximum (k2-l)	100	47

Based on COMAR 10.24.14.07(B)(7), Method of Calculation for Private Beds.

Notes and Assumptions:

(1) Central Maryland is comprised of Baltimore City, Baltimore County, Harford County, Howard County, and Anne Arundel County (COMAR § 10.24.14.07(B)(3), Geographic Regions)

(2) The total population (all ages) for Central Maryland for the target year 2024 was interpolated between the Census 2020 population and the Projected 2025 population as presented in the *Maryland Department of Planning, Preliminary Historical and Projected Total Population Projections for Maryland Jurisdictions*, December 2022 (**Exhibit 5**). Unlike a similar population

projection that was prepared by the Maryland Department of Planning in December 2020, the preliminary population projection prepared in December 2022 does not include projections by age group. As such, the ratio of the population age 18 years and older to the total population as presented in the *Maryland Department of Planning Historical and Projected Population for Maryland's Jurisdictions*, December 2020 (**Exhibit 6**), was calculated and applied to the total preliminary population projection prepared in December 2022. In 2020, the population age 18 years and older accounted for 78.3% of the total population. As the population ages, the population age 18 years and older accounted for 78.5% of the total population in 2024 (**Exhibit 5**).

(3) The Indigent Adult Population, ages 18 years and older, as measured by Medicaid enrollment, is based on data as of April 2023 as presented in the Maryland Medicaid DataPort, a website operated by the Hilltop Institute, a research organization at the at University of Maryland Baltimore Campus. As presented in **Exhibit 7**, the Medicaid enrollment increased from 22.3% of the population ages 18 year and older in 2020 to 24.9% in 2022. The Medicaid enrollment percentage of the population ages 18 year and older is projected to remain at the 2022 level through 2024.

(4) The number of out-of-state discharges from Intermediate Care Facilities in the base year is not available through public sources. Applying an assumption of 0 out-of-state discharges in the Central Maryland Region yields sufficient net bed need for the proposed project. Actual discharges of any non-de minimis number would increase the ICF Track One net bed need in the region. The Applicant reserves the right to demonstrate that this number should have a positive value in the future should any concern be raised concerning need for the proposed beds in the review process.

(5) The 2020 ICF Track One bed inventory is based on the Commission Decision *In re Baltimore Detox Center, LLC,* Docket No. 18-03-2419, Mar. 19, 2020, p. 8, with the addition of the beds approved by that Decision.

(6) In March 2023, the Maryland Department of Health Behavioral Health Administration provided an updated ICF bed inventory (See **Exhibit 8**) that includes 145 ICF Track One beds in Central Maryland. These 145 ICF Track One beds are comprised of 24 beds at Baltimore Detox Center in Baltimore, Maryland and 121 beds at Ashley, Inc. in Havre de Grace, Maryland. Based on prior CON applications, Hygea understands that Ashely uses only a portion of their 121 beds at any given time for services falling within the Commission's definition of Intermediate Care Facility Level 3.7 services. Thus, the inclusion of 121 beds based on Ashley's bed compliment may overstate the number of ICF Track One beds in the Central Region used for ICF services at a given time or on an annual average basis. In addition to the existing 145 beds, Hygea has included an additional 50 ICF Track One beds to be opened in 2024 based on the Commission Decision regarding the ICF CON approval for Hygea beds in Baltimore County, Docket No. 21-03-2450, and the beds approved by that Decision. Taking into consideration all of Ashley's 121 beds, there is an expected 195 ICF Track One beds in the existing inventory in the Central Maryland region in 2024.

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

Applicant Response

The facility will utilize a sliding fee scale for gray area patients consistent with the patient's ability to pay. The fee schedule is summarized as follows:

Income <100% of Federal Poverty Level — 75% Discount
Income level <150% but >100% of Federal Poverty Level — 50% Discount
Income <200% but >150% of Federal Poverty Level — 25% Discount

Given that Hygea is a relatively new participant in the Maryland market for these services, it developed its proposed sliding fee scale by evaluating the fee scales of other Track One providers that the Commission had found compliant with Review Standard .05C. In several recent Commission decisions approving CON applications for these services by a Track One provider, the providers all utilized the same fee scale. See Commission Decision, Baltimore Detox Center, Docket No. 18-03-2419, p. 9; Commission Decision, Maryland House Detox, Docket No. 16-02-2374; Commission Decision, Recovery Centers of America – Waldorf, Docket No. 15-08-2362, p. 15; Recovery Centers of America – Upper Marlboro - Docket No. 15-16-2364, p. 15; Commission Decision, Recovery Centers of America – Earleville - Docket No. 15-07-2363, p. 15. In order to be competitive in the market while still meeting the standard and providing commensurate charity care, Hygea Detox at Camp Meade is proposing an identical scale.

Hygea Detox at Camp Meade will provide financial assistance information to individuals who request such assistance and meet specified financial criteria guidelines, including those who are uninsured, underinsured, or otherwise unable to pay for medically necessary care based on their individual financial situation. Hygea Detox at Camp Meade may also extend financial assistance following a review of a patient's individual financial circumstances. Hygea Detox at Camp Meade retains the right in its sole discretion to determine a patient's ability to pay. A patient must submit all requested financial information in order to verify income and eligibility for the program. Patients whose insurance program or policy denies coverage for services may not be eligible for the financial assistance program.

Hygea Detox at Camp Meade will calculate coverage amounts based on the Sliding Fee Schedule. Admissions staff will be responsible for taking applications for financial assistance. Hygea Detox at Camp Meade will track applications and make a determination within a reasonably prompt time period. Hygea Detox at Camp Meade will provide a letter of final determination to each person who formally requests financial assistance.

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

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

(a) Establish a sliding fee scale for gray area patients consistent with a client's ability to pay;

(b) Commit that it will provide 30 percent or more of its proposed annual adolescent intermediate care facility bed days to indigent and gray area patients; and

(c) Commit that it will provide 15 percent of more of its proposed annual adult intermediate care facility bed days to indigent or gray area patients.

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

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

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

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

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

Applicant Response

Only standard .05D(1) is applicable to Applicant, a new provider. A sliding scale fee is discussed in response to standard .05C, above. Applicant will provide 15 percent or more of its proposed annual adult intermediate care facility bed days to indigent or gray area patients, as those terms are defined in the applicable State Health Plan Chapter, COMAR 10.24.14. This commitment is reflected in the revenue and expense projections and supporting assumptions provided with this application, and in the Applicant's referral agreements.

Applicant anticipates being able to track its provision of care to indigent and gray area patients through its electronic medical record system. Applicant plans to review its charity care provision quarterly, and in any quarter where Applicant is not on track to meet its annual commitment, Applicant will reach out to its referral partners to remind them of Applicant's charity care commitment and to invite appropriate referrals. If Applicant is significantly below its commitment in any quarter, Applicant will seek out new referral partners and agreements and take other action to publicize its charity care commitment more broadly, as appropriate. Applicant will revisit its process for reviewing and tracking charity care after its first two years of operation.

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

Applicant Response

Hygea Detox at Camp Meade will post charges for services, and the range and types of services provided in a conspicuous place. An example of the information regarding charges that will be provided is attached as **Exhibit 9**. This information will also be available to the public upon request.

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

Applicant Response

Hygea Detox at Camp Meade's proposed facility satisfies this standard. It is near neighbors with University of Maryland Baltimore Washington Medical Center, with a typical drive time of 12-14 minutes, according to Google Maps, and with Ascension Saint Agnes Hospital, with a typical drive time of 12-15 minutes, according to Google Maps. It is also within 30 minutes of Luminis Health Anne Arundel Medical Center, with a typical drive time of 25 minutes, according to Google Maps.

.05G. Age Groups.

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

(2) If the applicant is proposing both adolescent and adult beds, it must document that it will provide a separate physical, therapeutic, and educational environment consistent with the treatment needs of each age group including, for adolescents, providing for continuation of formal education.

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

Applicant Response

Hygea Detox at Camp Meade seeks to establish a facility with 16 adult ICF treatment beds. Its treatment protocols for adults age 18 and older are found in **Exhibit 10.**

.05H. Quality Assurance .

(1) An applicant must seek accreditation by an appropriate entity, either the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), in accordance with CFR, Title 42, Part 440, Section 160, the CARF…The Rehabilitation Accreditation Commission, or any other accrediting body approved by the Department of Health and Mental Hygiene. The appropriate accreditation must be obtained before a Certificate of Need-approved ICF begins operation, and must be maintained as a condition of continuing authority to operate an ICF for substance abuse treatment in Maryland.

(a) An applicant seeking to expand an existing ICF must document that its accreditation continues in good standing, and an applicant seeking to establish an ICF must agree to apply for, and obtain, accreditation prior to the first use review required under COMAR 10.24.01.18; and

(b) An ICF that loses its accreditation must notify the Commission and the Office of Health Care Quality in writing within fifteen days after it receives notice that its accreditation has been revoked or suspended.

(c) An ICF that loses its accreditation may be permitted to continue operation on a provisional basis, pending remediation of any deficiency that caused its

accreditation to be revoked, if the Office of Health Care Quality advises the Commission that its continued operation is in the public interest.

(2) A Certificate of Need-approved ICF must be certified by the Office of Health Care Quality before it begins operation, and must maintain that certification as a condition of continuing authority to operate an ICF for substance abuse treatment in Maryland.

(a) An applicant seeking to expand an existing ICF must document that its certification continues in good standing, and an applicant seeking to establish an ICF must agree to apply for certification by the time it requests that Commission staff perform the first use review required under COMAR 10.24.01.18.

(b) An ICF that loses its State certification must notify the Commission in writing within fifteen days after it receives notice that its accreditation has been revoked or suspended, and must cease operation until the Office of Health Care Quality notifies the Commission that deficiencies have been corrected.

(c) Effective on the date that the Office of Health Care Quality revokes State certification from an ICF, the regulations at COMAR 10.24.01.03C governing temporary delicensure of a health care facility apply to the affected ICF bed capacity.

Applicant Response

Hygea Detox at Camp Meade will apply for accreditation from an appropriate entity and will seek licensure and certification from the Maryland Department of Health for its programs. Hygea Detox at Camp Meade will obtain preliminary accreditation prior to receipt of First Use Approval, and will maintain final accreditation while operating. Should Hygea Detox at Camp Meade lose its accreditation or State certification, it will notify the Office of Health Care Quality and the Commission as required by this standard.

.05I. Utilization Review and Control Programs.

(1) An applicant must document the commitment to participate in utilization review and control programs, and have treatment protocols, including written policies governing admission, length of stay, discharge planning, and referral.

(2) An applicant must document that each patient's treatment plan includes, or will include, at least one year of aftercare following discharge from the facility.

Applicant Response

Hygea Detox at Camp Meade will participate in utilization review and control programs, and will have treatment protocols, including written policies governing admission, length of stay, discharge planning, and referral. Relevant policies from the Hygea Detox at Camp Meade draft Policies and Procedures Manual are attached as **Exhibit 10**, pp. 1-23 (Admission Process, Length of Stay, Patient Treatment Plan, Discharge, Referrals); 34-35 (Utilization Review).

Hygea Detox at Camp Meade commits that each patient's treatment plan will include at least one year of aftercare following discharge from the facility. *See* **Exhibit 10**, pp. 13 (Length of Stay, Aftercare policy); see also pp. 15, 20, 27 (referencing one year of aftercare included in discussion of discharge procedure, referrals, patient treatment plan).

.05J. Transfer and Referral Agreements.

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

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

Applicant Response

Hygea Detox at Camp Meade has sought transfer and referral agreements with agencies and providers that complement, extend, or exceed the services its proposes to offer. See **Exhibit 11**. As the Commission is aware, it is typical for ICF applicants who are new entrants to the market to continue working to establish referral partner arrangements following approval and prior to first use of the facility. Hygea Detox at Camp Meade has entered two referral partner arrangements to date, and is continuing to build relationships in Anne Arundel County. To date, the Applicant has executed transfer and referral agreements with the following:

(a) Acute care hospitals;	• Sheppard Pratt Health System, a special psychiatric hospital, which has inpatient capabilities exceeding those of the Applicant. The Applicant has also reached out to Sinai Hospital and University of Maryland Baltimore Washington Medical Center and is working to establish referral partner agreements with these facilities.
(b) Halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs;	• Sheppard Pratt Health System, which offers a wide-array of outpatient programs and services. • Maryland Addiction Recovery Center, which offers partial hospitalization services, an intensive outpatient program, and other outpatient services.
(c) Local community mental health center or center(s);	• Sheppard Pratt Health System

(d) The jurisdiction's mental health and alcohol and drug abuse authorities;	The Applicant is in communication with the Anne Arundel County Department of Health and is working to establish a referral partner arrangement with the County.
(e) The Alcohol and Drug Abuse Administration and the Mental Hygiene Administration;	The Applicant understands from prior reviews that the Behavioral Health Administration within the Maryland Department of Health prefers to engage with applicants after CON approval. Applicant will reach out to the BHA's Office of Managed Care and Quality Improvement & SUD Compliance seeking a referral agreement if CON approval is granted and seek an agreement prior to seeking First Use certification.
(f) The jurisdiction's agencies that provide prevention, education, driving-while-intoxicated programs, family counseling, and other services; and,	As noted above, the Applicant is working to establish a referral partner arrangement with the County.
(g) The Department of Juvenile Justice and local juvenile justice authorities, if applying for beds to serve adolescents.	Not Applicable.

.05K. Sources of Referral.

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

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

Applicant Response

As noted above, Hygea Detox at Camp Meade is working to establish a referral agreement with the Anne Arundel County Department of Health. This agreement will dedicate an average of two (2) of Applicant's beds for patients referred from the Anne Arundel County Health Department who are eligible for charity care, consistent with Applicant's commitment to dedicating a percentage of its annual bed days to the indigent and gray area population as defined in the applicable State Health Plan chapter, 10.24.14.08.B. In addition, the referral agreement with

Maryland Addiction Recovery Center expressly contemplates the referral of patients eligible for charity care to Applicant. See **Exhibit 11**.

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

Applicant Response

Hygea Detox at Camp Meade will institute standardized in-service orientation and continuing education program for all categories of direct service personnel. Relevant excerpts from the Hygea Detox at Camp Meade draft Policies and Procedures Manual confirming and discussing this commitment are attached as **Exhibit 10**, pp. 24-26 (In-Service Education). The Applicant does not anticipate using volunteer services at this time.

The Applicant's in-service elements/modules are discussed in greater detail below:

- Recognizing and understanding emotional problems: This training is designed to educate staff on how to identify emotional challenges that patients are experiencing that may be impacting their treatment and recovery. The goal of the training is that staff will be better able to identify and refer those patients who are appropriate and in need of mental health services to psychiatric services within the facility.

- Social Needs of Clients: This training is designed to educate staff on the evaluation, assessment, and referral of individuals to recreational and social activities at the facility to ensure that patients are developing appropriate relapse prevention skills and social engagement to support their recovery.

- Community Resources: This training is designed to provide staff with an understanding of the region specific resources available to patients to build community connectivity and to ensure that patients have access to services they need. This includes educational services, social services, church/spiritual/12 step support, recreation, legal services and other opportunities.

- Management of Problem Behaviors: This training is designed to educate staff on effective ways to manage and redirect problematic behaviors in the facility and with patients, including how to write and use behavior contracts.

- Treatment Plan Development: This training is designed to educate staff on how to use assessment information to develop a person-centric treatment plan that addresses all ASAM dimensions and creates a whole-person, individualized treatment plan.

- Confidentiality: This training is designed to educate staff on the limits and restrictions of individual and facility confidentiality, including 42 CFR Part I and II.

- Cultural Issues: This training is designed to educate staff on ways to be more culturally competent, the definitions, implications and practice of diversity, equity and inclusion and how to use cultural and structural competence to improve treatment engagement.

- Interpersonal Relations and communications skills: This training is designed to educate staff on best practices related to communication with patients and how to encourage and foster positive communication among staff and patients.

- Client Dignity and privacy: This training is designed to educate staff on a 'person first' model of treatment and supports patients as people and deinstitutionalizes the approaches to privacy while also maintaining agency and person safety.

- Conflict Resolution: This training is designed to educate staff on the most common causes for conflict in a residential treatment setting and ways to reduce the opportunities for unnecessary conflict. This training also provides staff with strategies to de-escalate others when conflict occurs.

- Infection Control: This training is designed to educate staff on infection control procedures and best practices, including appropriate handwashing, PPE use, spill and blood borne pathogen management.

- Fire Prevention and Safety: This training is designed to educate staff on procedures for fire safety, including a review of the organization evacuation process and fire drill protocols.

- Accident Prevention and Safety: This training is designed to educate staff on slips, trips and fall hazards and ways to prevent accidents in the facility, including the completion and follow up of a fall assessment for all patients.

- CPR/First Aid/Choking Intervention: All staff are required to complete the American Red Cross or organizational equivalent for Adult Basic Life Safety/CPR.

- Sexual Issues. This training is designed to educate staff how to identify and prevent possible sexual encounters between patients and to ensure all patients have and maintain a sense of sexual safety throughout their stay.

- Use of unlicensed, uncertified or unregistered staff: This training is designed to educate staff on the state requirements, best practices for each designated staff role, and the importance of not allowing individuals to assist in roles for which they are not qualified.

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

Applicant Response

Hygea Detox at Camp Meade will implement appropriate admission standards, treatment protocols, staffing standards and physical plant configuration in accordance with ASAM Patient Placement Criteria, JCAHO guidelines, National Patient Safety Goals and industry standards. Relevant excerpts from the Hygea Detox at Camp Meade draft Policies and Procedures Manual are attached as **Exhibit 10**, pp. 27-28 (Sub-Acute Detoxification, Detoxification Protocols). All beds at the facility will be equipped to support Level 3.7, Medically Monitored Intensive Inpatient, and Level 3.7-WM, Medically Monitored Intensive Inpatient Withdrawal Management (Detoxification) services.

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

Applicant Response

Hygea Detox at Camp Meade will provide all staff with training in infection control upon hire and continuing periodically in compliance with Applicant's infection control policy. Hygea Detox will offer HIV testing and counseling with patient consent consistent with its policy on HIV Testing and Counseling. The Applicant's draft Infection Control and HIV Testing and Counseling policies are attached in **Exhibit 10**, pp. 29-33 (Infection and Spread of Infection).

.05O. Outpatient Alcohol & Drug Abuse Programs.

(1) An applicant must develop and document an outpatient program to provide, at a minimum: individual needs assessment and evaluation; individual, family, and group counseling; aftercare; and information and referral for at least one year after each patient's discharge from the intermediate care facility.

(2) An applicant must document continuity of care and appropriate staffing at off-site outpatient programs.

(3) Outpatient programs must identify special populations as defined in Regulation .08, in their service areas and provide outreach and outpatient services to meet their needs.

(4) Outpatient programs must demonstrate the ability to provide services in the evening and on weekends.

(5) An applicant may demonstrate that outpatient programs are available to its patients, or proposed patient population, through written referral agreements that meet the requirements of (1) through (4) of this standard with existing outpatient programs.

Applicant Response

Hygea Detox at Camp Meade will not provide outpatient care directly, rather will make outpatient programs available to its proposed patient population, including special populations, through written referral agreements that meet the requirements of Review Standard .05O(1)-(4), consistent with Review Standard .05O(5). Outpatient programs will be available to patients at the proposed facility through written referral agreements with area providers, including the providers with whom applicant has already obtained reciprocal written referral agreements to date:

- Maryland Addiction Recovery Center
- Sheppard Pratt Health System

Hygea Detox at Camp Meade will continue to seek referral agreements with outpatient providers following approval in order to provide its patients with a range of options for outpatient care. It will discuss the importance of continuing care with patients during treatment planning and

at discharge. *See* **Exhibit 10**, p. 13 (Length of Stay, Aftercare policy); see also pp. 15, 20, 27 (referencing one year of aftercare included in discussion of discharge procedure, referrals, patient treatment plan).

.05P. Program Reporting. Applicants must agree to report, on a monthly basis, utilization data and other required information to the Alcohol and Drug Abuse Administration's Substance Abuse Management Information System (SAMIS) program, and participate in any comparable data collection program specified by the Department of Health and Mental Hygiene.

Applicant Response

According the Commission's March 19, 2020 Decision *In re: Baltimore Detox Center*, Docket No. 16-02-2374, "the Behavioral Health Administration, in 2015, contracted with Beacon Health Options to collect data only from publicly-funded providers (Track Two)." *Id.*, 18. As a result, Applicant's proposed Track One facility would not be required to report utilization to the State. *Id.* Should the Behavioral Health Administration develop a comparable data reporting system for or including Track One facilities in the future, Hygea Detox at Camp Meade is willing to participate in such a program.

.06 Preferences for Certificate of Need Approval.

A. In a comparative review of applicants for private bed capacity in Track One, the Commission will give preference expand an intermediate care facility if the project's sponsor will commit to:

(1) Increase access to care for indigent and gray area patients by reserving more bed capacity than required in Regulation .08 of this Chapter;

(2) Treat special populations as defined in Regulation .08 of this Chapter or, if an existing alcohol or drug abuse treatment facility, treat special populations it has historically not treated;

(3) Include in its range of services alternative treatment settings such as intensive outpatient programs, halfway houses, therapeutic foster care, and long-term residential or shelter care;

(4) Provide specialized programs to treat an addicted person with co-existing mental illness, including appropriate consultation with a psychiatrist; or,

(5) In a proposed intermediate care facility that will provide a treatment program for women, offer child care and other related services for the dependent children of these patients.

B. If a proposed project has received a preference in a Certificate of Need review pursuant to this regulation, but the project sponsor subsequently determines that providing the identified type or scope of service is beyond the facility's clinical or financial resources:

(1) The project sponsor must notify the Commission in writing before beginning to operate the facility, and seek Commission approval for any change in its array of services pursuant to COMAR 10.24.01.17.

(2) The project sponsor must show good cause why it will not provide the identified service, and why the effectiveness of its treatment program will not be compromised in the absence of the service for which a preference was awarded; and

(3) The Commission, in its sole discretion, may determine that the change constitutes an impermissible modification, pursuant to COMAR 10.24.01.17C(1).

Applicant Response

Not applicable.

B. NEED

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

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

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

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

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

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

Applicant Response

Please see Hygea Detox at Camp Meade's response to standard .05B, *supra*.

Table C is attached as **Exhibit 1**.

As demonstrated in the Applicant's response to the Impact on Existing Providers and the Health Care Delivery System at COMAR 10.24.01.08G(3)(f), there are currently only two existing Track One facilities in the Central Maryland Region, with the closest over 12 miles away.[2] The Hygea Detox at Camp Meade facility is needed to provide more accessible ICF services for residents of Anne Arundel County and other nearby counties so patients have an option to receive care closer to their communities.

As discussed above in the Applicant's response to the Bed Need Standard at COMAR 10.24.14.05B, the Applicant has demonstrated a net bed need range of 7 to 47 ICF Track One beds for the Central Maryland Region in the target opening year of 2024 using the dated methodology from the State Health Plan. This methodology likely understates ICF bed need in the Central Maryland region given that Ashley, Inc. in Havre de Grace only uses a portion of its

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[2] By the time the proposed facility opens the Hygea Detox facility in Baltimore County may have opened, which will provide a third ICF option in the Central Maryland Region that will still be 19 miles away from the Hygea Detox at Camp Meade facility.

121 beds for ICF services, and the prevalence of substance use disorders has increased significantly since the State Health Plan was last updated.

In 2021, 46.3 million people age 12 and older had a substance use disorder in the past year, including 29.5 million who had an alcohol use disorder, 24.0 million who had a drug use disorder, and 7.3 million people who had both an alcohol use disorder and a drug use disorder. This a key finding presented in the *Key Substance Use and Mental Health Indicators in the United States: Results from the 2021 National Survey on Drug Use and Health* (NSDUH).[3] This annual survey is sponsored by the Substance Abuse and Mental Health Services Administration (SAMHSA) within the U.S. Department of Health and Human Services. The NSDUH survey functions as a valuable source of information on illicit drug and alcohol use in the United States for individuals ages 12 years and older.

In 2018, Governor Larry Hogan signed House Bill 922, known as the Chapter 211 Act, into law, which requires the Maryland Department of Health (MDH) to produce an annual report examining the history of individuals in the State of Maryland who suffered a fatal overdose. The report includes an assessment of multiple factors associated with fatal and nonfatal overdose risk and programs targeted at opioid use and misuse, among other issues. This assessment includes accessing and, where feasible, establishing links to at least 18 distinct data sources or datasets possessed by multiple state agencies. Collectively, the examination, collaboration, assessment, and report are subsequently referred to as the Data-Informed Overdose Risk Mitigation (DORM) initiative.[4]

The findings of both the NSDUH survey and DORM initiative support the need for the expansion of available ICF beds in the State of Maryland. As discussed earlier in this application under the Need standard of the ICF State Health Plan, at COMAR 10.24.14.05B, the bed need projection methodology for ICF Track One beds identifies a need for 7 to 47 additional ICF Track One beds in the Central Maryland region for the target year of 2024. This proposed project would add 16 Track One ICF beds in this region, which is within the net bed need range.

The need for ICF beds to treat drug and alcohol addictions has increased substantially in the past decade to address the growth in drug and alcohol related deaths. The "Summary of Trends in Drug Intoxication Deaths – 2011 to 2020", as presented in the Maryland Department of Health's *Unintentional Drug and Alcohol-Related Intoxication Deaths in Maryland, 2020* Annual Report, presents the following:

- The number of drug- and alcohol-related intoxication deaths occurring in Maryland increased 18% from 2,379 deaths in 2019 to 2,799 deaths in 2020 (Figure 1).
- In 2020, the older age groups saw the steepest increases in deaths. Between 2019 and 2020, deaths increased among those age 45-54 years by 23% and increased by 20% among those age 55 years and over.
- Ninety percent of all intoxication deaths that occurred in Maryland in 2020 were opioid-related.

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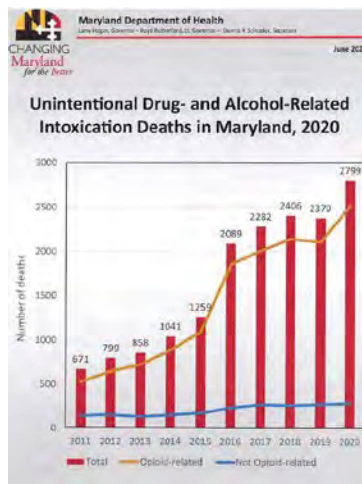
[3] *See* SAMHSA, Key Substance Use and Mental Health Indicators in the U.S. (Dec. 2022), pp. 31-32, https://www.samhsa.gov/data/sites/default/files/reports/rpt39443/2021NSDUHFFRRev010323.pdf.

[4] *See* MDH, DORM Initiative (last visited May 16, 2023), https://beforeitstoolate.maryland.gov/data-informed-overdose-risk-mitigation/.

- Fentanyl-related deaths continued to drive opioid-related deaths. Between 2019 and 2020 the number of fentanyl-related deaths increased by 22%.
- Fentanyl-related deaths began increasing in late 2013 as a result of overdoses involving non-pharmaceutical fentanyl, that is, nonprescription fentanyl produced in clandestine laboratories and mixed with, or substituted for, heroin or other illicit substances.
- In 2020, Fentanyl-related deaths rose among all age groups, with the highest increases among those 25-34 years (25%) and among those 55 and older (28%).
- Fentanyl-related deaths increased among non-Hispanic Whites (19%) and non-Hispanic Blacks (20%) between 2019 and 2020, while the number of deaths among Hispanics nearly doubled, increasing 96% from 2019.
- Thirty-six percent of fentanyl-related deaths in 2020 occurred in combination with cocaine, 22% in combination with heroin, 18% in combination with alcohol, and 13% in combination with prescription opioids.

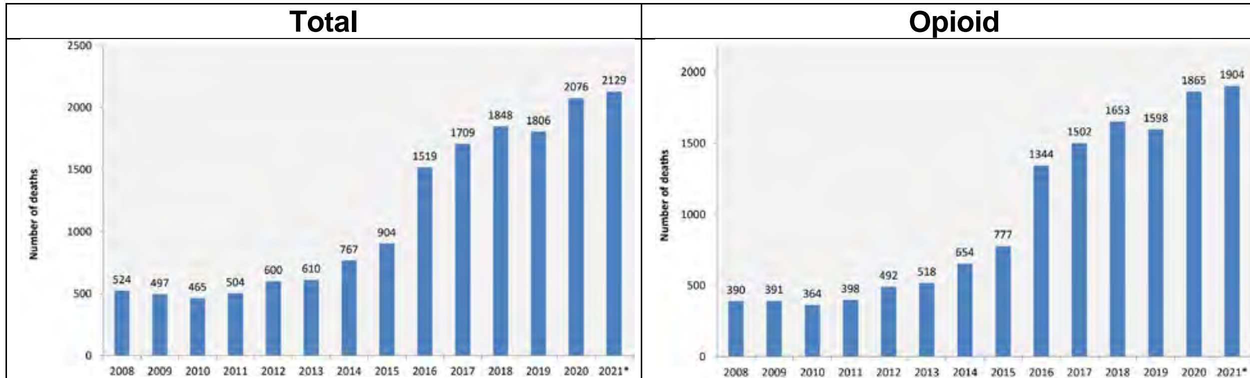
Figure 1
Unintentional Drug- and Alcohol-Related Intoxication Deaths in Maryland 2020



Source: Table *Unintentional Drug – and Alcohol-Related Intoxication Deaths in Maryland, 2020.* Data provided by the Vital Statistics Administration (VSA) of the Maryland Department of Health (MDH), cover page, https://health.maryland.gov/vsa/Documents/Overdose/Annual_2020_Drug_Intox_Report.pdf.

The growth in drug and alcohol related deaths continued in 2021. The *Unintentional Drug and Alcohol-Related Intoxication Deaths in Maryland, 2021 3rd Quarter* reports a 2.6% increase in total drug and alcohol deaths from 2,076 in the first 9 months of 2020 to 2,129 in the first 9 months of 2021 (Figure 2). Opioid deaths continue to drive the increase in total drug and alcohol related deaths. Of the 2,129 total drug and alcohol related deaths, 1,904 or almost 90% of them included Opioids. Of the 1,904 Opioid related deaths, 1,783 or approximately 94% involved Fentanyl.

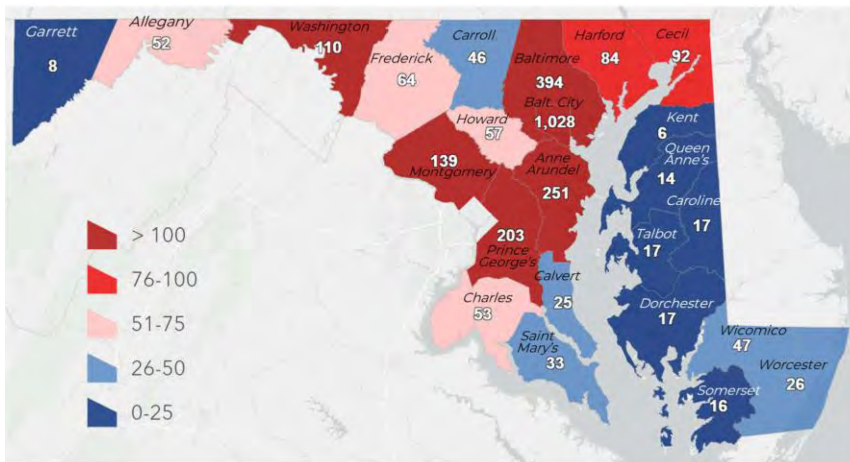
Figure 2
Unintentional Drug- and Alcohol-Related Intoxication Deaths in Maryland
January-September (9 Months) of Each Year



Source: MDH, Unintentional Drug- and Alcohol-Related Intoxication Deaths in Maryland, pp. 2-3 (Q3, 2021), https://health.maryland.gov/vsa/Documents/Overdose/Quarterly%20Drug_Alcohol_Intoxication_Report_2021_Q3.pdf#search=drug%20and%20alcohol%20related%20intoxication%20deaths.

Figure 3 below from the DORM 2021 Annual Report shows the total fatal overdoses in Maryland, by county in 2020. As seen in dark red, overdose deaths in Maryland are largely concentrated in the central region of the state. In 2020, 59.8 percent of all overdose deaths occurred in Baltimore City (1,028), Baltimore County (394), and Anne Arundel County (251), which were the only counties with 250 or more overdose deaths in the state.

Figure 3
Fatal Overdoses by County, All Substances, (2020)



Source: Data-Informed Overdose Risk Mitigation (DORM) 2021 Annual Report, Maryland Department of Health, p. 8, https://beforeitstoolate.maryland.gov/wp-content/uploads/sites/34/2022/07/2021-DORM-Annual-Report-Final.pdf

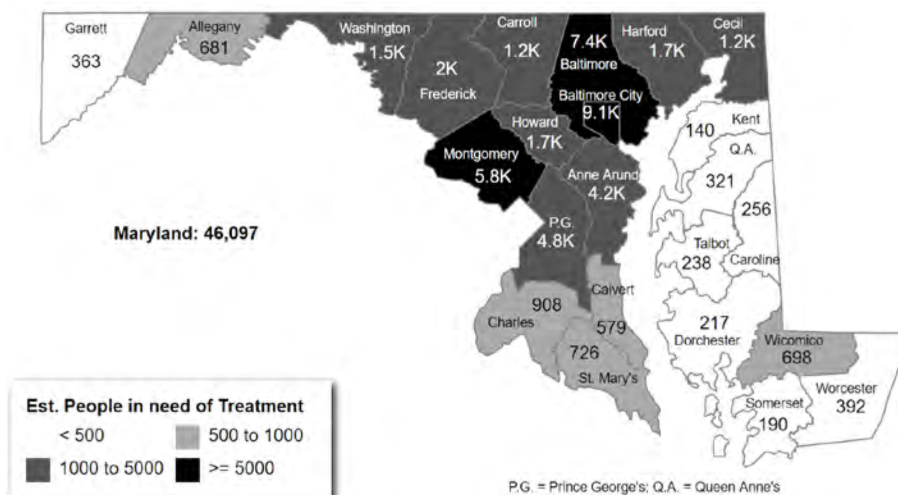
In the *In re Pascal Crisis Services, Inc.* Recommended Decision, Commissioner Marcus L. Wang, Esq. recently acknowledged the data from this DORM 2021 Report as evidence of "need for additional SUD treatment both in Anne Arundel County specifically and in Maryland generally." *See* Id. at pp. 20-22.

As substance use disorder related deaths in Maryland rise faster than the growth in population, Hygea expects there has been a significant rise in substance use disorder incidental/use rates and in treatment need. Anecdotal evidence supports the lack of sufficient Level 3.7 capacity based on wait times for those seeking care. See, for example, *In re: House Bill 384* (2018 Reg. Sess.), House Committee Hearing before the Health and Government Operations Committee, Feb 13, 2018 (presenting testimony regarding a survey of 17 ICF providers in Maryland indicating that 12 of 17 ICF provider survey respondents had a wait time of two or more weeks);[10] Interim Report of the Lieutenant Governor's Heroin & Opioid Emergency Task Force, August 24, 2015 ("Families consistently reported experiencing multiple and repeated barriers, such as excessively long waiting periods…);[11] *In re Ashley, Inc.*, Docket No. 13-12-2340, Commission Decision, Sept. 19, 2013, p. 13 (reporting mean wait times of 4.96 days for monitored intensive inpatient (ASAM level 3.7) care, and 3.55 days for detoxification (ASAM level 3.7-D) care).

To further document the need for more ICF beds in Anne Arundel County, where the proposed Hygea Detox at Camp Meade facility will be located, the Applicant draws from an excerpt in the *University of Maryland's Opioid Treatment Programs in Maryland Needs Assessment Report*, September 2021, which states "It is estimated that there are between 31,541 and 60,654 Marylanders age 15 or older in need of treatment for an opioid use disorder in the past year." *Id.* at p. 3.

The report presents an estimate of the number of people in need of treatment for opioid use disorder, by county. With an estimate of 4,200 people in need of treatment for opioid use disorder, Anne Arundel County is one of the top five counties in the State of Maryland with the greatest estimated number of people in need of treatment (Figure 4).

Figure 4
Estimated Number of People in Need of Treatment for Opioid Use Disorder
(Age 15 or Older)

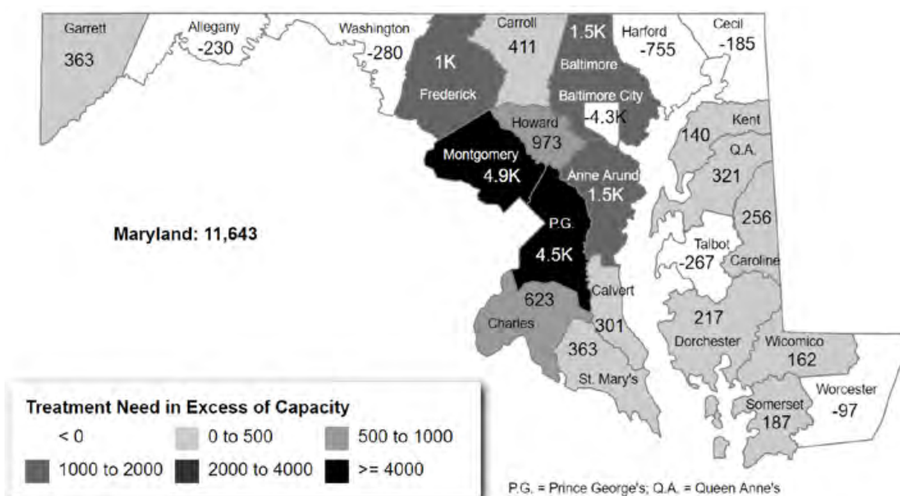


#828317

Source: Opioid Treatment Programs in Maryland: Needs Assessment Report, University of Maryland School of Medicine, p. 4 (September 2021), https://health.maryland.gov/bha/Documents/FINAL%20-%20OTP%20Need%20Project%202021%20Main%20Report%20%281%29.pdf.

The report also presents Anne Arundel County as one of the top four counties / jurisdictions in the State of Maryland in which the estimated need of treatment exceeds the capacity of opioid treatment programs by approximately 1,500 people.

Figure 5
Estimated Treatment Need Above Estimated Opioid Treatment Programs Capacity *



** Negative numbers indicate capacity is above estimated need*

Source: Opioid Treatment Programs in Maryland: Needs Assessment Report, University of Maryland School of Medicine, p. 4 (September 2021) https://health.maryland.gov/bha/Documents/FINAL%20-%20OTP%20Need%20Project%202021%20Main%20Report%20%281%29.pdf.

Hygea Detox at Camp Meade's proposed 16 ICF Track One beds will help provide additional opioid treatment program capacity to help address the excess need for opioid treatment in Anne Arundel County. Importantly, the Hygea Detox at Camp Meade facility will make available 16 ICF beds that were previously available to residents of Anne Arundel County through the Maryland House Detox facility that closed only a few months ago in January of 2023. This additional bed capacity is necessary to provide accessible ICF services to residents of Anne Arundel County and surrounding counties, who wish to seek services close to their communities.

C. AVAILABILITY OF MORE COST-EFFECTIVE ALTERNATIVES

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

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

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

Applicant Response

Hygea Detox at Camp Meade seeks to provide Marylanders with excellent specialty care for chemical dependency with an integrated team of psychologists, holistic practitioners, and registered dietitians that is available close to their community. It seeks to provide comprehensive addiction and dual diagnosis treatment to help individuals achieve long-term recovery.

Although not applicable to this review, the Acute Care Hospital State Health Plan Cost-Effectiveness Standard for projects of limited objectives is constructive for a project like this one. It states:

> A hospital capital project should represent the most cost effective approach to meeting the needs that the project seeks to address.
>
> . . .
>
> An applicant proposing a project involving limited objectives, including, but not limited to, the introduction of a new single service, the expansion of capacity for a single service, or a project limited to renovation of an existing facility for purposes of modernization, may address the cost-effectiveness of the project without undertaking the analysis outlined in (a) above [of identifying at least two alternative approaches], by demonstrating that there is only one practical approach to achieving the project's objectives.

COMAR 10.24.10.04B(5)(b). This project involves limited objectives – to perform minor renovations to an existing building to reopen ICF adult bed capacity that was previously available to this community through the prior operator, Maryland House Detox. The planning process for

this project was straightforward as Mr. Stempler already owned the site on which the proposed facility is located. The prior operator of the Maryland House Detox facility, which operated numerous detox facilities, went bankrupt and abruptly closed its facility in January 2023. Given that Mr. Stempler already has great depth of experience in operating detox facilities, the only practical approach and the most cost-effective, was to obtain a Certificate of Need to establish an ICF facility at this site and perform the minor renovations needed to re-open the existing 16 adult ICF beds.

This project is a cost-effective and efficient means to open 16 adult ICF beds that were previously available to this region through the Maryland House Detox facility. The total cost of this project for the Tenant/Applicant is $127,038, with $72,038 related to capital costs, and the expected timeline for performing the minor renovations involved in this project is three months. As recently found in the Commission Decision *In re Pascal Crisis Services, Inc.*, Docket No. 22-02-2459, May 18, 2023, p. 24, where the applicant proposed to add 20 ICF beds through a minor renovation to an existing building: "Alternative options, which include either the expansion of other existing centers, or construction of a new ICF, would likely be more expensive and take longer to accomplish than the proposed project."

Hygea Detox at Camp Meade's proposed project is also cost-effective as compared to other treatment options. ICF costs remain lower than the equivalent service in an inpatient hospital facility.

D. VIABILITY OF THE PROPOSAL

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

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

- Complete Tables D (Revenues & Expenses, Uninflated – Entire Facility) and F (Revenues & Expenses, Uninflated – New Facility or Service) from the CON Application Table Package.

- Complete Table G (Work Force Information) from the CON Application Table Package.

- Audited financial statements for the past two years should be provided by all applicant entities and parent companies to demonstrate the financial condition of the entities involved and the availability of the equity contribution. If audited financial statements are not available for the entity or individuals that will provide the equity contribution, submit documentation of the financial condition of the entities and/or individuals providing the funds and the availability of such funds. Acceptable documentation is a letter signed by an independent Certified Public Accountant. Such letter shall detail the financial information considered by the CPA in reaching the conclusion that adequate funds are available.

- If debt financing is required and/or grants or fund raising is proposed, detail the experience of the entities and/or individuals involved in obtaining such financing and grants and in raising funds for similar projects. If grant funding is proposed, identify the grant that has been or will be pursued and document the eligibility of the proposed project for the grant.

- Describe and document relevant community support for the proposed project.

- Identify the performance requirements applicable to the proposed project (see question 12, "Project Schedule") and explain how the applicant will be able to implement the project in compliance with those performance requirements. Explain the process for completing the project design, obtaining State and local land use, environmental, and design approvals, contracting and obligating the funds within the prescribed time frame. Describe the construction process or refer to a description elsewhere in the application that demonstrates that the project can be completed within the applicable time frame(s).

Applicant Response

Project Funding

This project will be funded through cash provided by Mr. Stempler, the 100% owner of Hygea Healthcare, LLC, which is the sole member of Hygea Detox at Camp Meade. The total

project cost for Hygea Detox at Camp Meade is estimated to be $127,038. Mr. Stempler has sufficient funding to complete this project. Please see **Exhibit 12** for a letter from Eric M. Nislow, CPA of Solomon and Nislow, P.A. regarding availability of funds for this project.

Revenue & Expense, Workforce Projections

See **Exhibit 1**, MHCC Tables, Tables D and G. (Table F is not provided. Because Applicant will only provide ICF services, Table F would be entirely duplicative of Table D). Hygea Detox at Camp Meade's financial projection assumptions follow Table D. Hyea Detox at Camp Meade anticipates opening during the second quarter of 2024. Accordingly, the CY 2024 projection is based on nine months of revenue and expenses.

Community Support

The Applicant has received support from key providers in the community, as indicated in the following table. The letters are attached as **Exhibit 13**.

LETTERS OF SUPPORT
Ashley, Inc.
Maryland Addiction Recovery Center
Sheppard Pratt Health System

Applicable Performance Requirements

Pursuant to COMAR § 10.24.01.12, once the Commission grants a Certificate of Need, the Applicant will have 18 months to obligate not less than 51 percent of the approved capital expenditure, as documented by a binding construction contract or equipment purchase order. The Applicant will have four months from the effective date of the construction contract to break ground, and must complete the project 18 months thereafter. COMAR § 10.24.01.12.B(1),(2), C(1)(c).

Hygea Detox at Camp Meade will meet the Performance Requirements of COMAR § 10.24.01.12. It expects to obligate not less than 51% of the approved capital expenditure within one month of CON approval, and to complete all renovations within three months of obtaining CON approval.

E. COMPLIANCE WITH CONDITIONS OF PREVIOUS CERTIFICATES OF NEED

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

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

Applicant Response

On March 17, 2022, Hygea Detox, Inc., an affiliate of Hygea Detox at Camp Meade, LLC, received a CON to establish a new 50-bed Track One ICF to provide Level 3.7, Medically Monitored Intensive Inpatient, and Level 3.7-WM, Medically Monitored Intensive Inpatient Withdrawal Management (Detoxification) services (Docket No. 21-03-2450). See **Exhibit 14.** This CON was issued with three conditions:

1. Hygea Inc. shall document the provision of a minimum of 15% of patient days to indigent and gray area patients, as defined at COMAR 10.24.14.08B(9) and (11), by submitting annual reports auditing its total days and the provision of days to indigent and gray area patients as a percentage of total days. Such audit reports shall be submitted to the Commission following each fiscal year, from the project's inception and continuing for five years thereafter;
2. Hygea Inc. must receive preliminary accreditation for the Level 3.7 services it will provide, including withdrawal management and post-withdrawal treatment programming, by the Commission on the Accreditation of Rehabilitation Facilities (CARF) prior to First Use Approval by the Commission and must timely receive final accreditation by CARF; and
3. Hygea Inc. shall document referral agreements, prior to First Use approval by the Commission, demonstrating that at least 15 percent of its annual patient days, required by COMAR 10.24.14.08, will be incurred by the indigent or gray area populations, including days paid under a contract with the Behavioral Health Administration or a jurisdictional alcohol or drug abuse authority, or the Medical Assistance program; [COMAR 10.24.14.05K(2)].

This project is currently under construction and is expected to open in the first quarter of 2024. Hygea Detox, Inc. anticipates meeting conditions 2 and 3 closer to project completion, and condition 1 once the facility is operational, following completion of each fiscal year.

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

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

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

a) On the volume of service provided by all other existing health care providers that are likely to experience some impact as a result of this project;

b) On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.

c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access); and

d) On costs to the health care delivery system.

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

Applicant Response

Impact on other Providers and Access to Services

As addressed in response to Standard .05B, the Commission's bed need methodology demonstrates a net bed need in the range of 7 to 47 ICF beds in the Central Maryland region for the target year 2024.[5] Further, as previously discussed in response to Standard .05B, Hygea Detox at Camp Meade notes that the Commission's defined methodology likely understates bed need in the state. The addition of 16 ICF beds by Hygea Detox at Camp Meade will help to meet this need. However, even with approval of these beds, there is still additional need in the region. Because its proposed project is designed to address unmet needs for services among Central Maryland residents, Hygea Detox at Camp Meade expects there should be no material negative impact on the volumes of any other existing Maryland ICF providers of these services.

[5] As discussed more fully in the Notes accompanying Hygea Detox's discussion of the bed need projection for the Central Maryland region, the existing inventory of beds may also be overstated, and out-of-state discharges understated.

Table 2 below displays the location of each Track One provider in the State of Maryland and its proximity to the proposed Hygea Detox at Camp Meade location. Based upon the ICF bed inventory provided by the Maryland Department of Health Behavioral Health Administration in March 2023, there are currently 145 ICF Track One beds in Central Maryland. These 145 ICF Track One beds are comprised of 24 beds at Baltimore Detox Center in Baltimore, Maryland and 121 beds at Ashley Treatment Center in Havre de Grace, Maryland. In addition to the existing 145 beds, Hygea Detox at Camp Meade has included in this analysis an additional 50 ICF Track One beds to be opened in 2024 based on the Commission Decision regarding the ICF CON approval for Hygea Detox beds in Baltimore County, Docket No. 21-03-2450, and the beds approved by that Decision.

Table 2
Maryland ICF Track One ASAM Level 3.7 Providers

Provider	County	Region	Track One ICF Beds	Driving Distance from Hygea Proposed Site
Baltimore Detox Center	Baltimore	Central MD	24	12
Hygea Detox *	Baltimore	Central MD	50	19
Ashley Addiction Treatment	Harford	Central MD	121	44
Recovery Centers of America, Waldorf	Charles	Southern MD	64	50
Avenues Recovery Center of Maryland	Calvert	Southern MD	20	52
Avenues Recovery Center of Chesapeake Bay	Dorchester	Eastern Shore	104	77
Recovery Centers of America,	Cecil	Eastern Shore	123	78
Hudson Health Services	Wicomico	Eastern Shore	51	109

* - 50 ICF Track One beds to be opened in 2024 based on the Commission Decision regarding the ICF CON approval for Hygea Detox beds in Baltimore County, Docket No. 21-03-2450, and the beds approved by that Decision.

This project will improve access to Track One ICF services for residents of the Central Maryland region. At 12 miles away, Baltimore Detox Center in western Baltimore County is the nearest Track One ICF to Hygea Detox at Camp Meade's proposed site. The approved Hygea Detox facility in eastern Baltimore County will be the second nearest alternative at approximately 19 miles from the Linthicum Heights site. Ashley Inc. in northern Harford County is the approximately 44 miles from Hygea Detox at Camp Meade's proposed site.

These beds only partially meet the needs of Central Maryland residents. Anecdotal evidence supports the lack of sufficient Level 3.7 capacity based on wait times for those seeking care. *See*, for example, *In re: House Bill 384* (2018 Reg. Sess.), House Committee Hearing before the Health and Government Operations Committee, Feb 13, 2018 (presenting testimony regarding a survey of 17 ICF providers in Maryland indicating that 12 of 17 ICF provider survey

respondents had a wait time of two or more weeks);[6] Final Report of the Lieutenant Governor's Heroin & Opioid Emergency Task Force, December 1, 2015 ("Families consistently reported experiencing multiple and repeated barriers, such as excessively long waiting periods…);[7] *In re Ashley, Inc.*, Docket No. 13-12-2340, Commission Decision, Sept. 19, 2013, p. 13 (reporting mean wait times of 4.96 days for monitored intensive inpatient (ASAM level 3.7) care, and 3.55 days for detoxification (ASAM level 3.7-D) care).

Based on the continued rise in substance use disorder deaths in Maryland, the unmet need for Track One Level 3.7 beds identified by the Commission's methodology and as supported by anecdotal evidence discussed in this application, and the proposed project's location and distance from other provides, Hygea Detox at Camp Meade expects that other providers will not experience any significant volume shift as a result of Hygea' s proposed project. Further, Maryland House Detox previously operated 16 adult ICF beds on this site through January 2023. Accordingly, this site is not a new ICF market entrant; any impact to other providers would have previously been realized under the prior owner and operator, and there was still unmet need for services when Maryland House Detox was in operation.

Hygea Detox at Camp Meade is aware of the ongoing staffing challenges for substance use disorder treatment programs in the Maryland market and will be offering enriched employment benefits and above market salary rates to recruit strong talent. It is developing relationships with several college programs for access to counselors as well as utilizing recruitment strategies at conferences and through the Board of Professional Counselors, the Board of Social Work and several region-wide organizations such as LCPCM and Maryland Social Workers Association.

Hygea Detox at Camp Meade further notes that, like other Track One providers who have applied for and received Certificates of Need in recent years, it has committed to providing 15% of its annual patient bed days to indigent and/or gray area patients, and expects that its payer mix will be similar to that of other Track One providers with similar commitments. Based on this commitment, the need for these services, and its distance from other providers, it does not expect to affect the payer mix of existing providers.

Hygea Detox at Camp Meade notes that ICF providers do not publically report their volume or patient mix. Thus, even if it would have an impact on the volume or payer mix of existing providers – and it believes that it will not – it would not have access to data that would permit it to meaningfully project the impact.

Impact on Health Care Delivery System

Hygea Detox at Camp Meade's proposed project will provide needed ICF services in a cost-effective manner that is comparable to other Track One facilities recently approved by the Commission. Hygea Detox at Camp Meade compared its projected patient revenue per day against that reported in connection with the four Track One ICF Certificates of Need granted by

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[6] Maryland General Assembly, 2018 Regular Session, HB0384 Substance Use Facilities and Programs – Certificate of Need – Repeal of Requirement, https://mgaleg.maryland.gov/mgawebsite/Legislation/Details/HB0384/?ys=2018rs.

[7] Final Report of the Lieutenant Governor's Heroin & Opioid Emergency Task Force, December 1, 2015, p. 3, https://governor.maryland.gov/ltgovernor/wp-content/uploads/sites/2/2015/08/Draft-Heroin-Interim-Report-FINAL.pdf.

the Commission in the last five years including (1) Avenues Recovery Center of America – Docket No. 22-04-2455, (November 17, 2022), (2) Avenues Recovery Center of Chesapeake Bay – Docket No. 21-09-2449, (October 21, 2021), (3) Hygea Detox – Docket No. 21-03-2450, (March 17, 2022), and (4) Baltimore Detox Center, Docket No. 18-03-2419, (March 2, 2020).

Hygea Detox at Camp Meade's revenue projections include an assumption of Gross Patient Revenue per Patient Day of $1,224.50, which is less than those proposed in most recently approved Track One application, Avenues Recovery Center of America – Docket No. 22-04-2455, (Nov. 11, 2022). While Hygea Detox at Camp Meade's projected revenue per day is greater than the other Track One ICF Certificates of Need granted by the Commission in the last five years, these projections do not account for inflationary changes since the time that these other applicants' projections were submitted in 2020 and 2021. The gross revenue assumption for Hygea Detox at Camp Meade (i.e., market list price) is competitive against peer facilities. As the Commission has recognized, "[t]o the extent that [a provider's] entry into the Track One ICF market creates pricing competition, its impact on charges should be positive." *In re: Hygea Detox, Inc.*, Docket No. 21-03-2450, Staff Report and Recommendation, Adopted by Commission Mar. 17, 2022, p. 26.

As the project will have a positive impact on geographic access to services in the Central Maryland region (*see* Table 2, *supra*) the Hygea Detox at Camp Meade's entry into the Track One ICF market creates pricing competition. As such, its impact on charges should be positive.

As a Track One ICF, reimbursement rates at Hygea Detox at Camp Meade will be set by commercial payers. These rates are generally within a well-defined range of standard reimbursement for Level 3.7 services. As such, the approval of its application will not impact reimbursement rates and, therefore, have no impact on cost or charges to the health care system.

To the extent Hygea Detox at Camp Meade serves patients who would not previously have received treatment, total costs to the health care delivery system will increase in the immediate time period, but given that the alternative in that scenario is these patients not having treatment, this is an appropriate increase. Further, ICF services are not within Maryland's Global Budget Revenue system or Total Cost of Care Model.

Hygea Detox at Camp Meade's proposed project is also cost-effective as compared to other treatment options. ICF costs remain lower than the equivalent service in an inpatient hospital facility. In a March 2019 briefing from the Agency for Healthcare Research and Quality, researchers found that the average cost per day in 2016 to treat opioid-related disorders in a hospital setting where the patient had a principal diagnosis for substance use disorders was $955 per day.[8] In an article published by the Journal of the American Medical Society, the mean cost for opioid-related inpatient hospital stays in 2017 was $9,068.[9] Applying an average length of stay of 8.3 days (Hygea Detox's assumption), this is $1,092 per day. Hygea Detox's projected Net Patient Revenue per Patient Day is $830 per day. Hygea Detox's proposal represents a cost-effective option for Marylanders in need of detoxification services.

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[8] Owens, P. et al., Inpatient Stays Involving Mental and Substance Use Disorders, 2016. Statistical Brief #249, Agency for Healthcare Research and Quality, March 2019. Appendix A table, https://www.hcup- us.ahrq.gov/reports/statbriefs/sb249-Mental-Substance-Use-Disorder-Hospital-Stays-2016.jsp.

[9] Peterson, C. et al., Assessment of Annual Cost of Substance Use Disorder in US Hospitals, JAMA Network Open, p.4 (March 5, 2021), 2021;4(3):e210242. doi:10.1001/jamanetworkopen.2021.0242.

Given the need in the region and the cost-effectiveness of its proposed application, Hygea expects its project to have a positive impact on the health care delivery system in Maryland.

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2.	Project Drawings
3.	Ownership Chart
4.	Lease Agreement
5.	Preliminary Historical and Projected Population for Central Maryland
6.	2020 Total Population Projections for Non-Hispanic White, Non-Hispanic Black, Non-Hispanic Other and Hispanic by Age and Gender (12/03/2020)
7.	Central Maryland ICF Bed Need Projection
8.	ICF Bed Inventory
9.	Sample Fee Schedule
10.	Draft Policies and Procedures Manual excerpts
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12.	CPA Letter
13.	Letters of Support
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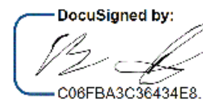
I hereby declare and affirm under the penalties of perjury that the facts stated in this Application, and its attachments are true and correct to the best of my knowledge, information, and belief.

6/1/2023

Date



Robby Stempler
Chief Executive Officer
Hygea Detox

DocuSign Envelope ID: BC21EFE0-2C02-4075-A428-9E8A13115A81

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

6/1/2023

Date

DocuSigned by:
Stacy C. Fruhling
6F7112580B9F41D...

Stacy Fruhling, MBA, LCPC
Chief Executive Officer and
Executive Clinical Director
Hygea Detox

#835833
014168-0002

EXHIBIT 1

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

TABLE A. PHYSICAL BED CAPACITY BEFORE AND AFTER PROJECT

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

Before the Project

Service Location (Floor/Wing)	Current Licensed Beds	Based on Physical Capacity			
		Room Count			Bed Count
		Private	Semi-Private	Total Rooms	Physical Capacity
III.7 AND III.7D					
First floor	0	1	0	1	1
First Floor	0	0	3	3	6
First Floor	0	0	3	3	9
				0	0
				0	0
Subtotal III.7 AND III.7D	**0**	**1**	**6**	**7**	**16**
RESIDENTIAL					
				0	0
				0	0
Subtotal Residential	**0**	**0**	**0**	**0**	**0**
TOTAL	**0**	**1**	**6**	**7**	**16**
Other *(Specify/add rows as needed)*				0	0
TOTAL OTHER	**0**	**0**	**0**	**0**	**0**
FACILITY TOTAL	**0**	**1**	**6**	**7**	**16**

After Project Completion

Service Location (Floor/Wing)	Proposed Licensed Beds	Based on Physical Capacity			
		Room Count			Bed Count
		Private	Semi-Private	Total Rooms	Physical Capacity
III.7 AND III.7D					
First floor	1	1	0	1	1
First Floor	6	0	3	3	6
First Floor	9	0	3	3	9
				0	0
				0	0
Subtotal III.7 and III.7 D		**1**	**6**	**7**	**16**
RESIDENTIAL					
				0	0
				0	0
Subtotal Residential		**0**	**0**	**0**	**0**
TOTAL		**1**	**6**	**7**	**16**
Other *(Specify/add rows as needed)*				0	0
TOTAL NON-ACUTE		**0**	**0**	**0**	**0**
FACILITY TOTAL		**1**	**6**	**7**	**16**

TABLE B. PROJECT BUDGET

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

	Landlord Costs	Tenant/Applicant Costs	TOTAL
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. New Construction			
(1) Building			$0
(2) Fixed Equipment			$0
(3) Site and Infrastructure			$0
(4) Architect/Engineering Fees			$0
(5) Permits (Building, Utilities, Etc.)			$0
SUBTOTAL	**$0**	**$0**	**$0**
b. Renovations			
(1) Building	$9,743	$34,870	$44,614
(2) Fixed Equipment (not included in construction)		$27,310	$27,310
(3) Architect/Engineering Fees			$0
(4) Permits (Building, Utilities, Etc.)		$1,000	$1,000
SUBTOTAL	**$9,743**	**$63,181**	**$72,924**
c. Other Capital Costs			
(1) Movable Equipment		$8,857	$8,857
(2) Contingency Allowance			$0
(3) Gross interest during construction period			$0
(4) Other *(Specify/add rows if needed)*			$0
SUBTOTAL	***$0***	***$8,857***	**$8,857**
TOTAL CURRENT CAPITAL COSTS	**$9,743**	**$72,038**	**$81,781**
d. *Land Purchase*			
e. Inflation Allowance			$0
TOTAL CAPITAL COSTS	**$9,743**	**$72,038**	**$81,781**
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees			$0
b. Bond Discount			$0
c CON Application Assistance		**$55,000**	
c1. Legal Fees			$0
c2. Other (Specify/add rows if needed)			
d. Non-CON Consulting Fees			
d1. Legal Fees			$0
d2. Other (Specify/add rows if needed)			$0
e. Debt Service Reserve Fund			$0
i. Other *(Specify/add rows if needed)*			$0
SUBTOTAL	***$0***	***$55,000***	**$55,000**
3. Working Capital Startup Costs			$0
TOTAL USES OF FUNDS	***$9,743***	***$127,038***	***$136,781***
B. Sources of Funds			
1. Cash	**$9,743**	**$127,038**	$136,781
2. Philanthropy (to date and expected)			$0
3. Authorized Bonds			$0
4. Interest Income from bond proceeds listed in #3			$0
5. Mortgage			$0
6. Working Capital Loans			$0
7. Grants or Appropriations			
a. Federal			$0
b. State			$0
c. Local			$0
8. Other *(Specify/add rows if needed)*			$0
TOTAL SOURCES OF FUNDS	***$9,743***	***$127,038***	**$136,781**
	III.7 and III.7D	***RESIDENTIAL***	***TOTAL***
Annual Lease Costs (if applicable)			
1. Land			$0
2. Building		**$193,849**	$193,849
3. Major Movable Equipment			$0
4. Minor Movable Equipment			$0
5. Other *(Specify/add rows if needed)*			$0

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

TABLE C. STATISTICAL PROJECTIONS - ENTIRE FACILITY

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

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.		
Indicate CY or FY				**CY 2024**	**CY 2025**	**CY 2026**
1. DISCHARGES						
a. Residential						
b. III.7 and III.7D				465	633	633
c. Other (Specify/add rows of needed)						
TOTAL DISCHARGES	***0***	***0***	***0***	***465***	***633***	***633***
2. PATIENT DAYS						
a. Residental				0	0	0
b. III.7 and III.7D				3,862	5,256	5,256
c. Other (Specify/add rows of needed)				0	0	0
TOTAL PATIENT DAYS	***0***	***0***	***0***	***3,862***	***5,256***	***5,256***
3. AVERAGE LENGTH OF STAY (patient days divided by discharges)						
a. Residental				0.0	0.0	0.0
b. III.7 and III.7D				8.3	8.3	8.3
c. Other (Specify/add rows of needed)				0.0	0.0	0.0
TOTAL AVERAGE LENGTH OF STAY				8.3	8.3	8.3
4. NUMBER OF LICENSED BEDS						
f. Residential				0	0	0
g. III.7 and III.7D				16	16	16
h. Other (Specify/add rows of needed)						
TOTAL LICENSED BEDS	***0***	***0***	***0***	***16***	***16***	***16***
5. OCCUPANCY PERCENTAGE ****IMPORTANT NOTE:*** *Leap year formulas should be changed by applicant to reflect 366 days per year.*						
a. Residential	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
b. III.7 and III.7D	0.0%	0.0%	0.0%	87.8%	90.0%	90.0%
c. Other (Specify/add rows of needed)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
TOTAL OCCUPANCY %	**0.0%**	**0.0%**	**0.0%**	**87.8%**	**90.0%**	**90.0%**
6. OUTPATIENT VISITS						
a. Residential						
b. III.7 and III.7D						
c. Other (Specify/add rows of needed)						
TOTAL OUTPATIENT VISITS	***0***	***0***	***0***	***0***	***0***	***0***

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

TABLE D. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

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

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.		
Indicate CY or FY				**CY 2024**	**CY 2025**	**CY 2026**
1. REVENUE						
a. Inpatient Services				$ 4,729,520	$ 6,435,987	$ 6,435,987
b. Outpatient Services				$ -	$ -	$ -
Gross Patient Service Revenues		***$ -***	***$ -***	***$ 4,729,520***	***$ 6,435,987***	***$ 6,435,987***
c. Allowance For Bad Debt				$ 94,590	$ 128,720	$ 128,720
d. Contractual Allowance				$ 719,710	$ 979,389	$ 979,389
e. Charity Care				$ 709,428	$ 965,398	$ 965,398
Net Patient Services Revenue		***$ -***	***$ -***	***$ 3,205,792***	***$ 4,362,480***	***$ 4,362,480***
f. Other Operating Revenues (Specify/add rows if needed)				$ -	$ -	$ -
NET OPERATING REVENUE		***$ -***	***$ -***	***$ 3,205,792***	***$ 4,362,480***	***$ 4,362,480***
2. EXPENSES						
a. Salaries & Wages (including benefits)				$ 1,716,827	$ 2,289,103	$ 2,289,103
b. Contractual Services				$ -	$ -	$ -
c. Interest on Current Debt				$ -	$ -	$ -
d. Interest on Project Debt				$ -	$ -	$ -
e. Current Depreciation				$ -	$ -	$ -
f. Project Depreciation				$ -	$ -	$ -
g. Current Amortization				$ -	$ -	$ -
h. Project Amortization				$ -	$ -	$ -
i. Supplies				$ -	$ -	$ -
j. Other Expenses (Specify/add rows if needed)				$ 643,956	$ 867,373	$ 867,373
TOTAL OPERATING EXPENSES	#	**$ -**	**$ -**	**$ 2,360,783**	**$ 3,156,476**	**$ 3,156,476**
3. INCOME						
a. Income From Operation	#	**$ -**	**$ -**	**$ 845,009**	**$ 1,206,005**	**$ 1,206,005**
b. Non-Operating Income		$ -	$ -	$ -	$ -	$ -
SUBTOTAL		***$ -***	***$ -***	***$ 845,009***	***$ 1,206,005***	***$ 1,206,005***
c. Income Taxes				$ -	$ -	$ -
NET INCOME (LOSS)		***$ -***	***$ -***	***$ 845,009***	***$ 1,206,005***	***$ 1,206,005***

TABLE D. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

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

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.		
4. PATIENT MIX						
a. Percent of Total Revenue						
1) Medicare						
2) Medicaid						
3) Blue Cross				67.5%	67.5%	67.5%
4) Commercial Insurance				32.5%	32.5%	32.5%
5) Self-pay						
6) Other						
TOTAL	#	***0.0%***	***0.0%***	***100.0%***	***100.0%***	***100.0%***
b. Percent of Equivalent Inpatient Days						
1) Medicare						
2) Medicaid						
3) Blue Cross				70.0%	70.0%	70.0%
4) Commercial Insurance				15.0%	15.0%	15.0%
5) Self-pay						
6) Other				15.0%	15.0%	15.0%
TOTAL	#	***0.0%***	***0.0%***	***100.0%***	***100.0%***	***100.0%***

Hygea Detox at Camp Meade
Projected Revenue and Expense Assumptions

	CY2024 (9 Mo)	CY2025	CY2026
STATISTICS			
Average Daily Census	14.0	14.4	14.4
Days in Period	275	365	365
PAYOR MIX OF PATIENT DAYS			
Carefirst BCBS	70.0%	70.0%	70.0%
UHC/Optum/Oxford	5.0%	5.0%	5.0%
Cigna	5.0%	5.0%	5.0%
Aetna	5.0%	5.0%	5.0%
Indigent	15.0%	15.0%	15.0%
Total	100.0%	100.0%	100.0%
REVENUE			
Gross Revenue per Day	$ 1,225	$ 1,225	$ 1,225
Deduction % of Gross Revenue			
Allowance For Bad Debt	2.0%	2.0%	2.0%
Contractual Allowance	15.2%	15.2%	15.2%
Charity Care	15.0%	15.0%	15.0%
Net Patient Service Revenue	67.8%	67.8%	67.8%
Net Revenue per Day	$ 830	$ 830	$ 830
PAYOR MIX % OF REVENUE			
Carefirst BCBS	67.5%	67.5%	67.5%
UHC/Optum/Oxford	12.0%	12.0%	12.0%
Cigna	15.1%	15.1%	15.1%
Aetna	5.4%	5.4%	5.4%
Indigent	0.0%	0.0%	0.0%
Total	100.0%	100.0%	100.0%
EXPENSES			
Salaries & Wages (including benefits)	* * * * * See G. Work Force tab * * * * *		

Hygea Detox at Camp Meade
Projected Revenue and Expense Assumptions

	CY2024 (9 Mo)	CY2025	CY2026
EXPENSES (continued)			
Other Expenses			
Property Expense			
Rent Payment	$ 145,387	$ 193,849	$ 193,849
Property Taxes	$ 6,000	$ 8,000	$ 8,000
Property Insurance	$ 7,500	$ 10,000	$ 10,000
Property Management	$ 9,000	$ 12,000	$ 12,000
Repairs and Maint (CAM)	$ 12,960	$ 17,280	$ 17,280
Subtotal Property Expense	$ 180,847	$ 241,129	$ 241,129
Utilities			
Gas/Electric/Water/Sewer	$ 36,000	$ 48,000	$ 48,000
Phone/Internet/Cable	$ 2,700	$ 3,600	$ 3,600
Subtotal Utilities	$ 38,700	$ 51,600	$ 51,600
Vehicle Expense			
Auto-Fuel/Gas	$ 5,400	$ 7,200	$ 7,200
Auto-Lease/Finance	$ 9,000	$ 12,000	$ 12,000
Auto-Maintenance/Repairs	$ 1,350	$ 1,800	$ 1,800
Subtotal Vehicle Expense	$ 15,750	$ 21,000	$ 21,000
Office Supplies, Software and IT Support	$ 45,000	$ 60,000	$ 60,000
Business Insurance	$ 9,000	$ 12,000	$ 12,000
Other Employee Expense			
Hiring / Training	$ 4,500	$ 6,000	$ 6,000
Payroll/HR fees and portals	$ 9,000	$ 12,000	$ 12,000
Workers' Compensation Insurance	$ 15,750	$ 21,000	$ 21,000
Subtotal Other Employee Expense	$ 29,250	$ 39,000	$ 39,000
Client Expenditures			
Client Expenses	$ 9,000	$ 12,000	$ 12,000
Client Food	$ 96,560	$ 131,400	$ 131,400
Cient Medical	$ 9,000	$ 12,000	$ 12,000
Subtotal Client Expenditures	$ 114,560	$ 155,400	$ 155,400
Client Incidentals	$ 50,560	$ 69,120	$ 69,120
Billing Expense	$ 160,290	$ 218,124	$ 218,124
Total Other Expenses	$ 643,956	$ 867,373	$ 867,373

TABLE G. WORKFORCE INFORMATION

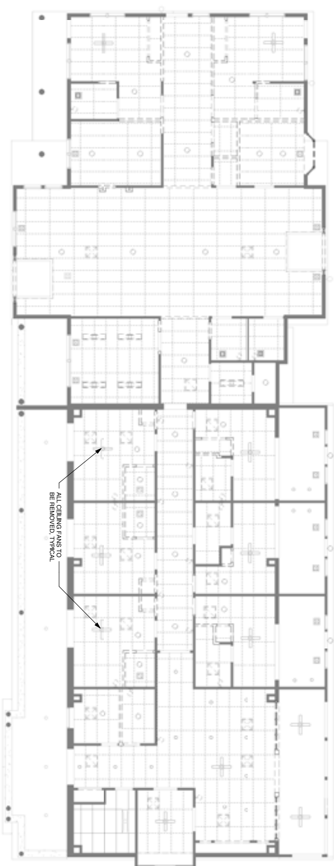
INSTRUCTION : List the facility's existing staffing and changes required by this project. Include all major job categories under each heading provided in the table. The number of Full Time Equivalents (FTEs) should be calculated on the basis of 2,080 paid hours per year equals one FTE. In an attachment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

	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) *	
Job Category	**Current Year FTEs**	**Average Salary per FTE**	**Current Year Total Cost**	**FTEs**	**Average Salary per FTE**	**Total Cost** *(should be consistent with projections in Table D, if submitted).*	**FTEs**	**Average Salary per FTE**	**Total Cost**	**FTEs**	**Total Cost** *(should be consistent with projections in Table D)*
1. Regular Employees											
Administration *(List general categories, add rows if needed)*											
Executive Director			$0	1.00	$140,000	$140,000			$0	1.00	$140,000
Medical Director			$0	0.50	$250,000	$125,000			$0	0.50	$125,000
Clinical / BHT Supervisor			$0	1.00	$80,000	$80,000			$0	1.00	$80,000
Facilities / Program Director			$0	1.00	$50,000	$50,000			$0	1.00	$50,000
Case Management			$0	2.00	$45,000	$90,000			$0	2.00	$90,000
Detox Counselor			$0	2.00	$65,000	$130,000			$0	2.00	$130,000
SA Counselor			$0	0.00	$65,000	$0			$0	-	$0
Business Development			$0	2.00	$75,000	$150,000			$0	2.00	$150,000
Administrative Aide			$0	0.00	$45,000	$0			$0	-	$0
Total Administration			$0	9.50	$80,526	$765,000			$0	9.50	$765,000
Direct Care Staff *(List general categories, add rows if needed)*											
Director of Nursing			$0	1.00	$100,000	$100,000			$0	1.00	$100,000
Psychiatrist			$0	0.25	$250,000	$62,500			$0	0.25	$62,500
Mental Health Therapist			$0	0.00	$65,000	$0			$0	-	$0
RN			$0	2.50	$85,000	$212,500			$0	2.50	$212,500
LPN			$0	3.00	$70,000	$210,000			$0	3.00	$210,000
Nurse Practitioner			$0	1.00	$110,000	$110,000			$0	1.00	$110,000
BHT Supervisor / Lead			$0	1.00	$45,000	$45,000			$0	1.00	$45,000
BHT			$0	6.00	$40,000	$240,000			$0	6.00	$240,000
Social Worker			$0	0.00	$70,000	$0			$0	-	$0
Total Direct Care			$0	14.75	$66,441	$980,000			$0	14.75	$980,000
Support Staff *(List general categories, add rows if needed)*											
Billing Specialist			$0	0.00	$42,000	$0			$0	-	$0
Driver			$0	1.00	$35,000	$35,000			$0	1.00	$35,000
Housekeeper			$0	1.00	$35,000	$35,000			$0	1.00	$35,000
Head Cook			$0	1.00	$50,000	$50,000			$0	2.00	$50,000
Assistant Cook			$0	2.00	$40,000	$80,000			$0	1.00	$80,000
Maintenance Specialist			$0	1.00	$40,000	$40,000			$0	1.00	$40,000
Total Support			$0	6.00	$40,000	$240,000			$0	6.00	$240,000
REGULAR EMPLOYEES TOTAL			$0	30.25	$65,620	$1,985,000			$0	30.25	$1,985,000

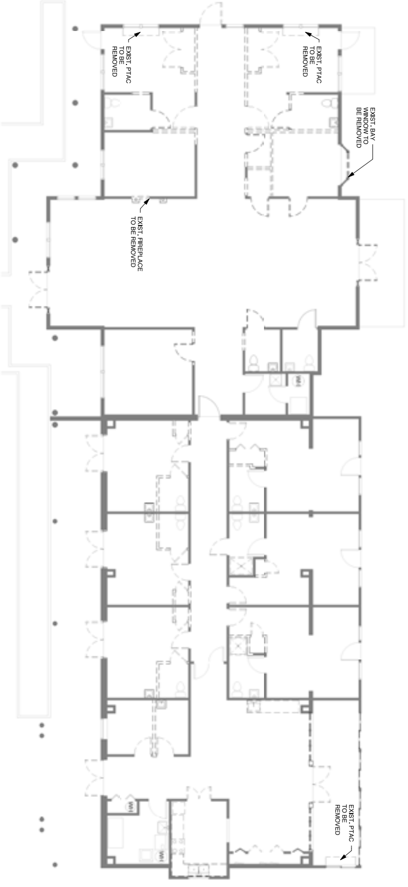
	CURRENT ENTIRE FACILITY			***PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)***			***OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)***			***PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) ****	
Job Category	**Current Year FTEs**	**Average Salary per FTE**	**Current Year Total Cost**	**FTEs**	**Average Salary per FTE**	**Total Cost** *(should be consistent with projections in Table D, if submitted).*	**FTEs**	**Average Salary per FTE**	**Total Cost**	**FTEs**	**Total Cost** *(should be consistent with projections in Table D)*
2. Contractual Employees											
Administration *(List general categories, add rows if needed)*											
Pharmacies			$0			$0			$0	-	$0
Billing Services			$0			$0			$0	-	$0
Food			$0			$0			$0	-	$0
Transportation Staff			$0			$0			$0	-	$0
Total Administration			$0			$0			$0	-	$0
Direct Care Staff *(List general categories, add rows if needed)*											
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
Total Direct Care Staff			$0			$0			$0	-	$0
Support Staff *(List general categories, add rows if needed)*											
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
			$0			$0			$0	-	$0
Total Support Staff			$0			$0			$0	-	$0
CONTRACTUAL EMPLOYEES TOTAL			$0			$0			$0	-	$0
Benefits *(State method of calculating benefits below) :*											
Assume 15% for employer portion of gross wages for payroll taxes and unemployment insurance plus the cost of employer-sponsored health insurance to all full-time staff.			$0			$304,103			$0		$304,103
TOTAL COST	***0.0***		***$0***	***30.25***		***$2,289,103***	***0.0***		***$0***		***$2,289,103***

EXHIBIT 2

② DEMOLITION REFLECTED CEILING PLAN
1/8" = 1'-0"



① FIRST FLOOR DEMOLITION PLAN
1/8" = 1'-0"



15043

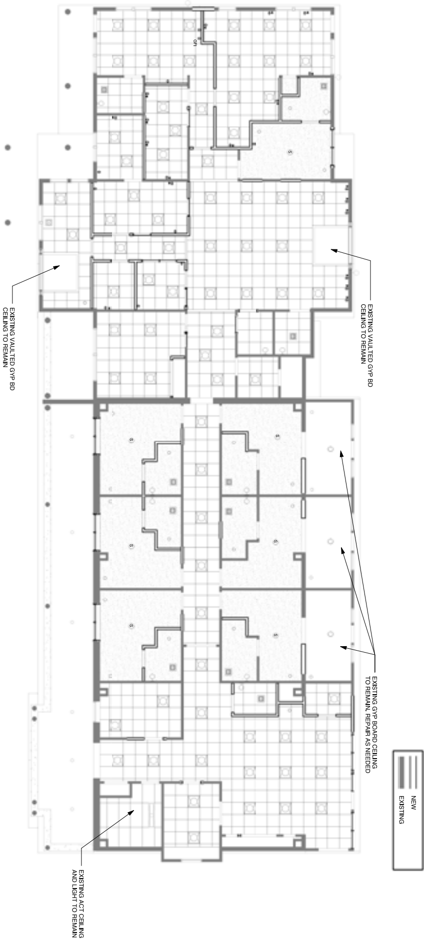
DEMOLITION PLANS

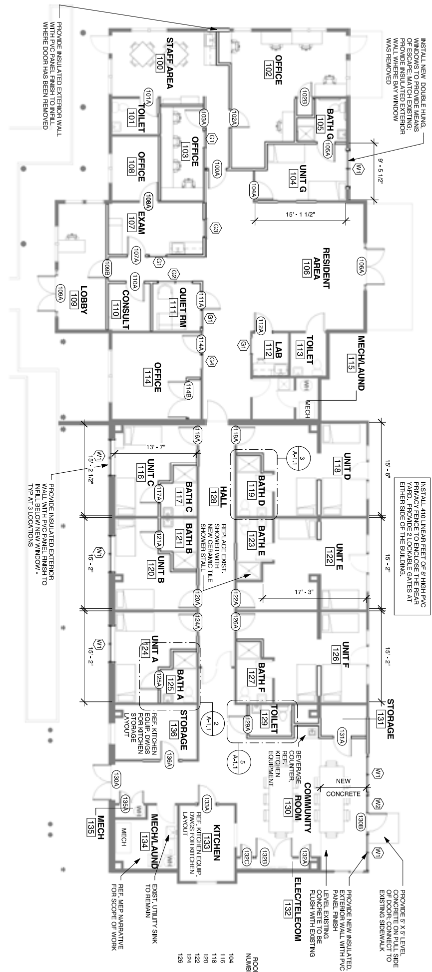
SUBMISSION SET 3/21/16

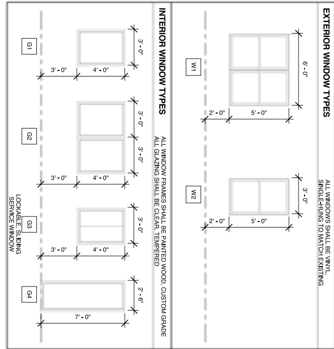
NO. DESCRIPTION DATE

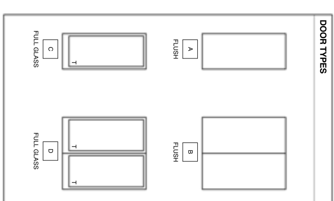
ELPHI HEALTH GROUP

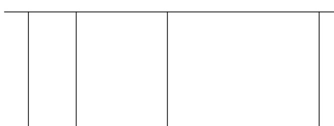
817 S. CAMP MEADE RD
LINTHICUM, MD

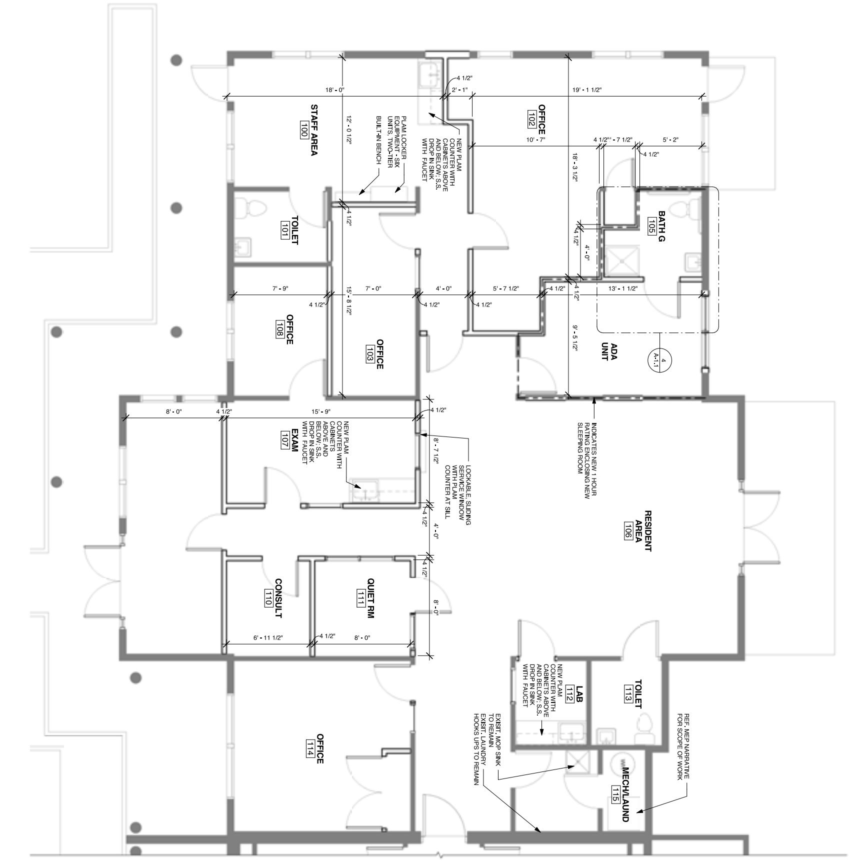


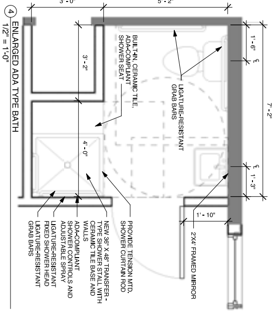


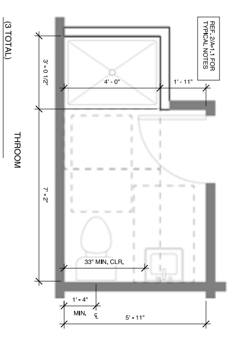

EXTERIOR WINDOW TYPES
INTERIOR WINDOW TYPES

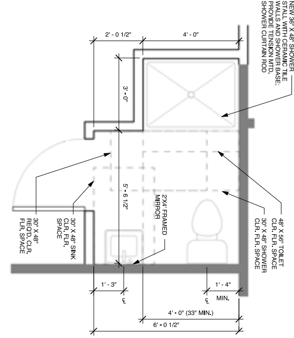

DOOR TYPES
FLUSH
FULL GLASS

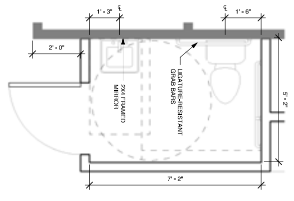


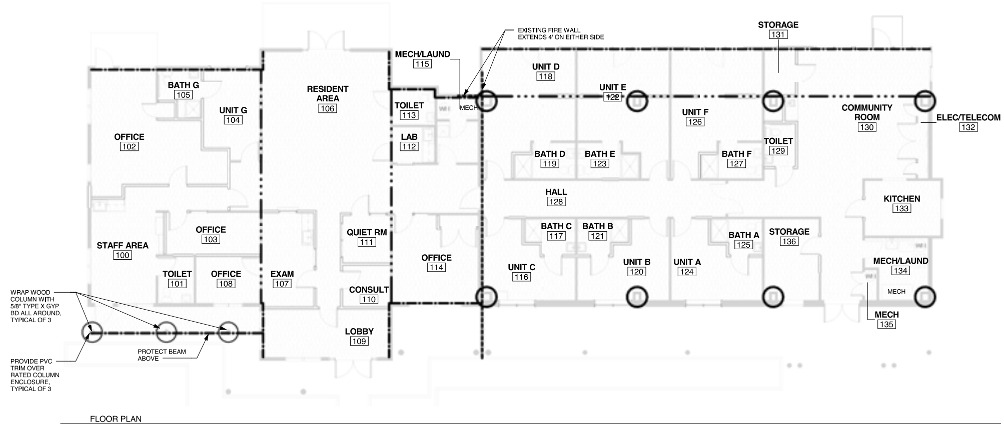






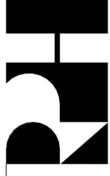






EXTERIOR BEARING WALL	INTERIOR BEARING WALL	ROOF STRUCTURE PROTECTION	COLUMN PROTECTION
EXIST. WALL NEW 5/8" TYPE X GYPSUM BOARD EXIST. INSULATION EXIST. WOOD STUDS EXIST. SHEATHING EXIST. SIDING ON WEATHER BARRIER	EXISTING WOOD STUDS NEW 5/8" TYPE X GYPSUM BOARD, BOTH SIDES	EXIST. BOTTOM CHORD OF WOOD TRUSS NEW 5/8" TYPE X GYP. BD. NEW 1/2" RESILIENT METAL FURRING CHANNELS AT 12" O.C. FASTENED TO BOTTOM CHORD OF TRUSS	EXIST. STEEL COLUMN NEW 1/2" TYPE X GYP. BD. ALL AROUND NEW 1-5/8" X 25 GA. METAL FURRING CHANNELS
WOOD STUDS WITH SIDING UL-U356(1 HR BEARING) EXPOSED TO FIRE ON INTERIOR FACE ONLY	WOOD STUDS WITH GYP BD UL-U305 (1 HR RATED)	GYP BD ON METAL CHANNELS UL-P533 (1 HR RATED)	GYP BD ON METAL CHANNELS UL-X520 (1 HR RATED MIN.)

EXISTING 2-HR RATED FIRE WALL TO REMAIN
1-HR RATED BEARING WALL - INTERIOR RATING ONLY-UL U356
1-HR RATED BEARING WALL - UL U305
1-HR RATED COLUMN ENCLOSURE - UL X520
1-HR RATED CEILING - UL P533

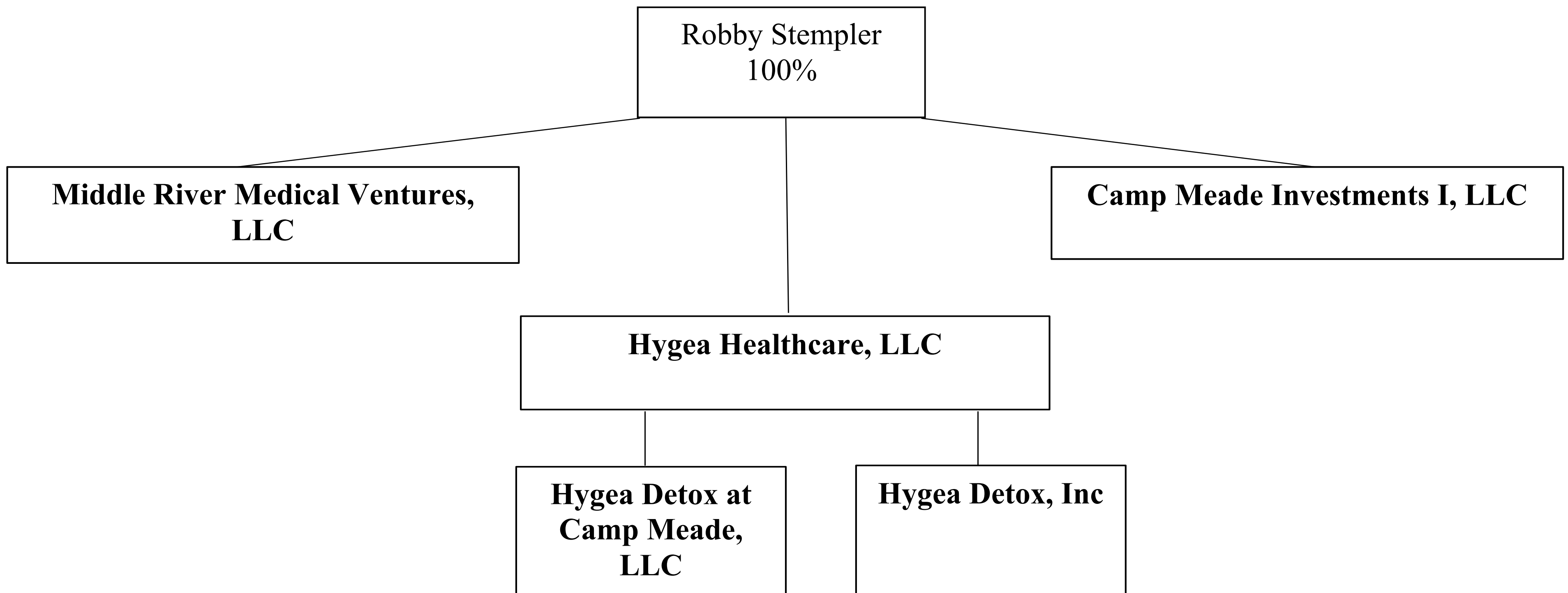


NO.	DESCRIPTION	DATE

EXHIBIT 3

Hygea Detox at Camp Meade, LLC

Ownership Information



Camp Meade Investments I, LLC owns the property located at 817 S Camp Meade Road Linthicum, MD 21090. Hygea Detox at Camp Meade, LLC will be the operator of the proposed facility located on this site. Robby Stempler is the sole member of Hygea Healthcare, LLC, which is the sole member of Hygea Detox at Camp Meade, LLC. Mr. Stempler and will have operational oversight and decision-making capacity regarding Hygea Detox at Camp Meade, LLC.

EXHIBIT 4

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made effective as of the 16 day of May, 2023, by and between **CAMP MEADE INVESTMENTS I, LLC**, a Maryland limited liability company ("**Landlord**"), and **HYGEA DETOX AT CAMP MEADE, LLC**, a Maryland limited liability company ("**Tenant**").

RECITALS

R-1. Landlord is the owner of that certain real property located at 817 S. Camp Meade Road in Linthicum, Maryland and known as Property Tax ID No. 05-90066856, containing approximately 1.9029 acres of land and as further described on Exhibit A attached hereto (the "**Land**"), and all improvements now and hereafter constructed thereon, including without limitation, that certain existing structure located on the Land and containing approximately 6,175 square feet of rentable area (the "**Building**"), and a paved parking lot with landscaping elements adjacent to the Building. The Land, together with the Building and all other improvements thereon, is sometimes referred to herein collectively as the "**Premises**" or "**Property**".

R-2. In accordance with the terms and conditions of this Lease, Landlord and Tenant each intend for the Property to be operated as a drug and alcohol rehabilitation facility (the "**Rehab Facility**"). Tenant desires to lease from Landlord, and Landlord desires to lease the Premises to Tenant, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, conditions, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease of Premises**. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and leases from Landlord, the Premises, upon all of the terms and conditions of this Lease.

2. **Term; Lease Year Defined; Contingency; Option to Renew**.

(a) As used in this Lease and subject to Section 2(d), the "**Lease Commencement Date**" shall be the date on which all of the following conditions have been met: (i) the Approvals (as defined below) have been obtained by Tenant and (ii) possession of the Premises shall have been delivered to Tenant, substantially in the condition agreed to by the parties. The term of this Lease (the "**Term**") shall commence upon the Lease Commencement Date and shall end, unless extended as provided herein, at 11:59:59 p.m. local time on the last day of the fifteenth (15th) Lease Year (as defined below).

(b) As used in this Lease, the first "**Lease Year**" of the Term shall commence on the Lease Commencement Date and shall end at 11:59:59 p.m. local time on the final day of the twelfth (12th) full calendar month following the Rent Commencement Date (defined in Section 2(c) below), notwithstanding that such period of time may exceed 365 days. Each subsequent Lease Year shall be a period of exactly twelve (12) calendar months, each commencing at

12:00:00 a.m. local time on the first (1st) day of the calendar month immediately following the expiration of the prior Lease Year.

(c) As used in this Lease and subject to Section 2(d), the "**Rent Commencement Date**" shall be the earlier of: (i) the date on which Tenant, having obtained the Approvals and substantially completed all interior improvements, fixturing and furnishing, etc., in the Building, shall open its doors for business with the public; or (ii) the sixtieth (60) day following the Lease Commencement Date.

(d) Landlord and Tenant agree this Lease is fully effective and binding upon Landlord and Tenant as of the date hereof. Notwithstanding the foregoing or anything herein to the contrary, Landlord and Tenant agree that neither the Lease Commencement Date nor the Rent Commencement Date shall occur or be deemed to have occurred unless and until the Tenant has obtained a final and unappealable Certificate of Need from the Maryland Health Care Commission with respect to the operation of the Rehab Facility and all other permits, approvals and licenses required by any governmental or quasi-governmental authority for the operation of the Rehab Facility (collectively, the "**Approvals**"). If final and unappealable Approvals are not obtained within twelve months after the date hereof, then this Lease shall automatically terminate without any further action of Landlord or Tenant.

(e) Provided that Tenant is not then in default under this Lease, Tenant shall have the option to renew this Lease for up to two (2) additional terms (each, a "**Renewal Term**") of five (5) years each, upon the same terms and conditions contained in this Lease, except the amount of Base Rent for each Lease Year of each Renewal Term shall be 2.50% greater than the Base Rent for the preceding Lease Year. Tenant may exercise this renewal option by giving Landlord notice of its intention to renew at least six (6) months prior to the expiration of the then current Term or Renewal Term, as the case may be. During any Renewal Term, all references contained in this Lease to the "Term" shall be construed as a reference to such Renewal Term.

3. Rent; Net Lease.

(a) Tenant agrees to pay to Landlord as annual rent ("**Base Rent**") for the Premises, commencing on the Rent Commencement Date and thereafter throughout the initial Lease Year, the sum of $193,848.60 annually ($31.40/square foot), payable in equal monthly installments of $16,154.05 each, in advance, on the first (1st) day of every calendar month during the Term; provided, that on the Lease Commencement Date Tenant shall pay the monthly installment of Base Rent for the first full calendar month following the Rent Commencement Date. If the Rent Commencement Date shall occur on a date other than the first (1st) day of a calendar month, then on the Rent Commencement Date Tenant shall pay a prorated installment of Base Rent for the period from the Rent Commencement Date through the final day of that calendar month. Rent will increase by 2.50% at the commencement of the second (2nd) and each subsequent Lease Year during the Term.

(b) In addition to Base Rent, Tenant shall pay, promptly upon Landlord's demand therefor, as "**Additional Rent**" hereunder, Tenant's pro-rata share (equal to 100%) of: (i) all real property taxes and similar public impositions charged to Landlord for the Property, including without limitation assessments for Commercial Property Assessed Clean Energy ("**C- PACE**")

financing for the Property; (ii) all premiums for Landlord's policies of property (fire and casualty) and liability insurance for the Premises; (iii) all costs for any utilities provided to the Premises and billed by the provider thereof to Landlord; (iv) all costs incurred by Landlord for operating and maintaining the common areas of the Premises, including without limitation the Building's exterior and structural elements, parking area and walkways (including without limitation snow and ice removal), exterior lighting, exterior signage, and landscaping; and (v) a property management fee equal to 5% of all Property operating and management expenses.

(c) Any other sum or charge that may become payable from Tenant to Landlord under the terms of this Lease, whether specifically designated as "Additional Rent" (or "additional rent") or not, shall be deemed to be Additional Rent, and shall be paid by Tenant within five (5) business days of written notice of same from Landlord.

(d) The parties acknowledge that this Lease is intended to be, and shall at all times remain, an absolutely net lease.

4. Permitted Use. Tenant shall occupy and use the Premises for the operation of the Rehab Facility, and for providing services and amenities ancillary to such business, and for such other lawful purposes as to which Landlord shall consent in writing, which consent shall not be unreasonably conditioned or withheld. At all times during the Term, Tenant's use of the Premises shall conform to all applicable laws, regulations, zoning ordinances, and other governmental requirements applicable to the Property and the Building.

5. Acceptance and Delivery of Premises; Condition of Premises. By taking possession of the Premises on the Lease Commencement Date, Tenant shall be deemed to acknowledge that Tenant finds the Premises to be in satisfactory condition for Tenant's Permitted Use. Landlord shall deliver the Premises in the condition required by the agreed upon construction plans and specifications, but otherwise Tenant acknowledges that Landlord is making no representations or warranties as to the condition of the Premises, which shall be delivered in "As-Is, Where-Is, With-All-Faults" condition.

6. Utilities. Tenant shall be solely responsible for and shall promptly pay all charges for all utilities and services provided to the Premises. To the extent possible, Tenant shall contract directly with the providers of all such utility services, so that such services shall be billed in Tenant's, not Landlord's, name. However, if any such utility service provider requires Landlord, as owner of the Property, to be the named customer, Landlord shall notify Tenant of the total charges for such utility invoiced in any applicable billing period to Landlord, and Tenant shall pay such amount to Landlord, as Additional Rent. Landlord shall have no liability for any temporary interruption of any utilities or services to the Premises, unless such interruption was caused by the gross negligence or willful misconduct of Landlord, its principals, managers, employees, contractors, or agents.

7. Maintenance and Repair.

(a) Landlord shall maintain the roof, exterior walls, structural columns, foundations, and other structural elements of the Building in good condition and shall perform such repairs

and replacements as shall be needed to same, in Landlord's discretion. Landlord shall also maintain the parking area, drive aisles, walkways, and other exterior areas of the Premises, including without limitation prompt removal of ice and snow from all paved parking areas, driveways, walkways, and steps (and treating such areas as reasonably necessary with sand, salt, or other materials to prevent pedestrian slip and fall accidents); repairing or resurfacing of paved areas; painting/striping of parking areas; trimming and mowing of grass or other vegetation; removing leaves, sticks, trash, and other debris; removal of fallen leaves and debris; clearing gutters and downspouts, window wells and drainage areas; maintenance and repair of exterior lighting; maintenance of any exterior signage; and contracting with a trash hauling service for regular trash collection from the Premises. Notwithstanding that Landlord shall perform the foregoing maintenance and repair obligations, Tenant agrees, as set forth in Section 3(b) above that all costs incurred by Landlord for all work described herein shall be passed through to Tenant and paid as Additional Rent. Landlord shall not in any way be liable to Tenant on account of Landlord's failure to make any repairs designated in this Section 7(a) as Landlord's responsibility.

(b) Except as provided in Section 7(a), Tenant shall throughout the Term, at Tenant's own cost and expense, be solely responsible for any and all maintenance and repair to the Premises, and all fixtures and equipment used in connection with the operation of the Premises and all improvements therein, including any and all replacements made by Tenant, and shall at all times put and keep all of the same in clean, safe and sanitary condition and in a state of good working area and repair. Landlord has the right to enter upon the Premises periodically, at any reasonable time during normal business hours to inspect the condition of the Premises. By way of illustration, and not by way of limitation, Tenant shall be responsible for the following:

(i) Routine cleaning, sweeping, and vacuuming of the interior portions of the Premises, and regular removal of trash therefrom into the outdoor dumpster for collection;

(ii) Maintenance of the flooring materials and coverings, moldings, wall treatments, ceiling treatments, interior lighting fixtures and systems (including maintenance and replacement of lightbulbs), and other interior improvements in the Premises;

(iii) Performing repairs and routine maintenance of Tenant's trade fixtures, furnishings, and equipment used in Tenant's business, including without limitation any backup power generation system or similar specialized installation serving Tenant's business, whether located inside or outside of the Building;

(iv) Repairing (and replacing if needed) fixtures and appliances, other than Tenant's trade fixtures and furnishings, which serve the Premises, whether located inside or outside of the Building, including without limitation heating, ventilation and air conditioning equipment and systems; water heating systems; plumbing lines and fixtures; electrical outlets, switches, and connections; telephone and cabling connections (both inside and outside lines); all security alarm systems; and smoke detectors;

(v) Removal of any and all hazardous wastes (including without limitation any medical or biological wastes) generated by Tenant's business operations, in a manner that complies with all laws and regulations regarding the same;

(vi) Replacement or repair of windows, window glass, doors, and door hardware;

(vii) Maintenance of any and all interior alterations performed by or on behalf of Tenant; and

(viii) Pest control services, as needed.

8. Alterations.

(a) Tenant shall not make any alterations in, on or to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, provided, however, that:

(i) Such alterations shall conform to applicable building laws, rules and regulations of all governmental authorities having jurisdiction thereof.

(ii) All such work shall be done at Tenant's sole cost and expense in a good and workmanlike manner.

(iii) Tenant agrees to pay promptly, when due, the entire costs of Tenant's alterations; to keep the Premises at all times free of liens and claims for liens for labor and materials for work undertaken by Tenant; and to defend, indemnify, and save harmless Landlord from and against all injury, loss, claims or damage to any persons or property occasioned by or growing out of such work. If any claim for a lien arises against the Premises by reason of work undertaken by Tenant, and such claim is not discharged, bonded or otherwise satisfied by Tenant within sixty (60) days after Tenant is made aware of such lien(s), Landlord may pay such claim and proceed to obtain the discharge and release thereof, and Tenant shall pay Landlord as Additional Rent the amount paid by Landlord to obtain the discharge and release thereof, together with all court costs and reasonable attorneys' fees, immediately upon demand. Nothing contained in this Lease is intended to permit, nor shall be construed as permitting, the creation of any lien against Landlord's interest in the Premises.

The parties acknowledge that Tenant's plans and specifications for interior improvements to be performed upon taking possession of the Premises have already been approved, and that Landlord's written consent to Tenant's causing such interior improvements to be completed is not required; provided, that the foregoing subparagraphs (i), (ii), and (iii) of this Section 8(a) shall nevertheless be applicable to such work.

(b) All alterations made or installed by or on behalf of Tenant shall, at the option of Landlord, upon completion or installation, become the property of Landlord. If Landlord shall indicate that any such alterations shall not become the property of Landlord, then Tenant, prior to the expiration of this Lease, and at Tenant's own expense, shall perform all work necessary to remove the same and restore the Premises to the condition existing at the beginning of the Term, normal wear and tear excepted.

9. Tenant's Personal Property. Notwithstanding any other provision of this Lease, all trade fixtures used by Tenant for its permitted use of the Premises, and all furnishings, equipment, and other personal property of Tenant placed or installed in or on the Premises by Tenant at its own expense, shall remain Tenant's personal property at all times during the Term, and Tenant shall have the right to remove or replace any or all of the same at any time, provided that Tenant indemnifies and holds Landlord harmless from and against all damages to the Premises resulting from such removal or replacement.

10. Insurance.

(a) Landlord shall at all times maintain in effect a policy or policies of "All Risks" property/casualty insurance covering the Building and Property (excluding Tenant improvements and property required to be insured by Tenant under Section 10(b) below) in an amount not less than the full replacement cost, and commercial general liability insurance for the Property in such amounts as Landlord deems to be reasonable. At Landlord's option, Landlord may satisfy the requirements of this Section 10(a) with a policy or policies of blanket insurance covering additional locations or insureds, in which event Landlord shall determine the insurance costs attributable to the Property on an equitable and reasonable basis. In addition, at Landlord's option, Landlord may elect to self-insure all or any part of such required insurance coverage. Landlord may, but shall not be obligated to, carry any other form or forms of insurance as Landlord or any mortgagee of Landlord may reasonably determine is advisable. The aggregate amount of the premiums paid by Landlord for all insurance described in this Section 10(a) is referred to herein as "Insurance Costs". Tenant agrees to pay all insurance costs, as Additional Rent, pursuant to Section 3(c) above. Tenant shall have no rights in any insurance maintained by Landlord nor shall Tenant be entitled to be a named insured thereunder.

(b) Tenant shall, at Tenant's sole expense, at all times during the Term, keep in force for the mutual benefit of Landlord and Tenant, with Landlord as an additional insured, the following insurance coverages, all of which shall be provided by insurance companies with A.M. Best ratings of at least A: Class X, with insurers licensed to do business in the State of Maryland, and reasonably acceptable to Landlord, under forms of policies reasonably satisfactory to Landlord:

(i) Comprehensive general liability insurance, including coverage for personal injury, contractual liability, and products and completed operations, affording protection to the limit of not less than $3,000,000.00 combined single limit for bodily injury and property damage and naming Landlord as an additional insured;

(ii) Insurance covering loss or damage to Tenant's personal property and losses due to business interruption. Any and all personal property placed in the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable for any damage or loss of such items unless caused by the gross negligence or intentional misconduct of Landlord or any party under Landlord's control; and

(iii) State worker's compensation in statutorily mandated limits, and, at Tenant's option, a supplemental policy of employer's liability insurance.

(c) Tenant shall furnish to Landlord, prior to taking possession of the Premises, Certificates of Insurance issued by the insurance carrier(s), evidencing the insurance coverage required to be maintained by Tenant under this Section 10. Such Certificates of Insurance shall state that Landlord will be notified in writing not less than thirty (30) days (unless a lesser minimum notice period is prescribed by applicable state law) prior to cancellation, material change, or non-renewal of such insurance. Tenant shall provide to Landlord a copy of any and all applicable insurance policies upon request of Landlord. Timely renewal certificates will be provided to Landlord as the coverage renews.

(d) Landlord shall not be liable in any manner to Tenant or any other party for any injury to or death of persons unless caused solely by the willful misconduct or gross negligence of Landlord, or any person or entity for whose actions or omissions Landlord is held legally responsible. In no event shall Landlord be liable in any manner to Tenant or any other party as the result of the acts of omissions of Tenant, its agents, employees, contractors or patrons.

(e) All personal property placed in, on, upon, or about the Premises is at the sole risk of Tenant, and Landlord shall not be liable for any loss of or damage to property of Tenant, its employees, agents, customers, invitees, or others, unless caused solely by the willful misconduct or gross negligence of Landlord, or any person or entity for whose actions or omissions Landlord is held legally responsible.

11. Destruction. If the whole Building shall be destroyed by fire or other casualty, or if the Building shall be partially damaged or destroyed by such fire or casualty, rendering the Premises unusable for Tenant's permitted use, Landlord shall have the option, exercisable by written notice to Tenant thereof within sixty (60) days following the date of such damage or destruction, to elect either (a) to repair the Premises and restore them substantially to their former condition, or (b) to terminate this Lease, in which event all rent shall abate from and after the date of such damage or destruction, and Landlord shall be entitled to retain all of the proceeds of any insurance in respect of such damage or destruction as Landlord's sole property.

12. Condemnation.

(a) If the whole of the Premises shall be taken for any public or quasi-public use under any statute, or by right to eminent domain, or by private purchase in lieu of the exercise of the right of eminent domain, or if any part of the Premises shall be so taken, and if the portion of the Premises not so taken shall be insufficient for the reasonable operation of Tenant's business, then, in either such instance, this Lease shall cease and expire on the date when such taking of the Premises or such part thereof shall take effect, and all rents, taxes, and other charges payable by Tenant to Landlord under this Lease shall be prorated and paid through such date.

(b) If any part of the Premises is so taken, and if the portion of the Premises not so taken shall be reasonably sufficient for the continued operation of Tenant's business, this Lease shall remain in full force and effect, except that Landlord shall, promptly after such taking, at Landlord's sole cost and expense, take such actions as shall be reasonably necessary and

sufficient to restore the Premises to a condition as near to that which existed prior to such taking, as the circumstances will permit.

(c) In case of any such taking, whether of all or any part of the Premises, and regardless of whether this Lease continues thereafter, the entire condemnation award shall belong solely to Landlord, and Tenant hereby assigns such award to Landlord. Notwithstanding the foregoing, Tenant shall be entitled to make a separate claim in Tenant's own name to the condemning authority for loss of business, for the loss of any of Tenant's trade fixtures and other personal property within the Premises paid for by Tenant, for the value of any interior improvements made by Tenant within any Building, and/or for relocation expenses, so long as any separate award that the condemning authority may make to Tenant for such items shall not cause any reduction in the amount of the condemnation award to Landlord.

13. Quiet Enjoyment. Landlord represents and warrants that Landlord has lawful title to the Property and has the right to make this Lease of the Premises to Tenant for the Term stated herein. Landlord covenants that if Tenant shall timely pay the rental and perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly occupy and enjoy the full possession of the Premises during the Term, including any and all Renewal Terms, without hindrance by Landlord or any person(s) claiming under or through Landlord.

14. Default.

(a) Tenant's Default. Each of the following shall constitute a Tenant's Default hereunder:

(1) If default shall be made in the due and punctual payment of any rent payable under this Lease when and as the same shall become due and payable, and such default shall continue for a period of five (5) days after delivery of written notice of delinquency; or

(2) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms, or conditions contained in this Lease, other than that referred to in the foregoing Section 14(a)(1), and such default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant, or in the case of a default or a contingency which cannot with due diligence be cured within such period of fifteen (15) days, Tenant fails to proceed promptly with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within fifteen (15) days that the time for Tenant to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence); or

(3) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee,

receiver, or liquidator of Tenant or of all or any substantial part of its properties or of its interest in the Premises; or

(4) If within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, such proceeding shall not have been dismissed, or if within thirty (30) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of Tenant's interest in the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated; or

(5) If the Premises shall be abandoned by Tenant or shall become vacant for more than thirty (30) consecutive days during the Term or any Renewal Term hereof.

(b) Landlord's Remedies. Upon the occurrence of any Tenant's Default, Landlord may, at its option, pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, with or without force, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and, if Landlord so elects, relet the Premises on such terms as Landlord, in its sole discretion, may deem advisable and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

(3) Enter upon the Premises, with or without force, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may reasonably incur in this effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages, resulting to Tenant from such action.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by

Landlord to enforce one or more of the remedies herein provided upon a Tenant's Default shall not be deemed or construed to constitute a waiver of such default.

(c) Expenses. If it shall become necessary for Landlord to employ counsel to enforce any term, covenant or provision of this Lease, or to defend any action brought by Tenant in connection with this Lease or otherwise, or to recover possession of the Premises, then, in any such event, Tenant agrees to pay any reasonable attorneys' fees and expenses incurred by Landlord in the course of enforcing such term, covenant or provision, or of defending such action.

15. Waiver. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same of any other condition or covenant of said Lease.

16. Assignment/Sublet.

(a) Tenant may not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord. Such consent shall not be unreasonably withheld, provided that Tenant shall not be released from its obligations hereunder upon the occurrence of such assignment or subletting.

(b) Immediately upon the assignment of this Lease to any person, all unexercised renewal options hereunder shall be canceled, and shall be of no further force or effect.

(c) Any sale or transfer of membership interests in Tenant by its present members which, alone or together with prior sales or transfers of membership interests, results in a transfer of voting control over Tenant to one or more persons not presently members, or not members of a group to whom transfer of control is hereafter consented to by Landlord, or any merger, consolidation or reorganization of Tenant which results in such transfer of voting control over Tenant or the surviving entity, shall be deemed an assignment of this Lease subject to the provisions of this Section 16.

17. Estoppel Certificate. At any time and from time to time, Tenant agrees within ten (10) days following request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Landlord may reasonably request.

18. Subordination and Attornment. This Lease shall be at all times subject and subordinate to the lien of any and all mortgages, deeds of trust, and similar security instruments placed by Landlord on all or any part of the Premises, regardless of whether any such mortgage, deed of trust, or security instrument now exists or may be created subsequent to the Lease Commencement Date, and to any and all advances that have been made or hereafter shall be made pursuant thereto, and to any and all interest due thereunder, and to any and all modifications, substitutions, consolidations, renewals, replacements, refinancings, and extensions thereof; provided, however, that Tenant's obligation to subordinate to any future mortgages, deeds of

trust, or other security agreements covering all or any part of the Premises shall be conditioned upon Landlord's using its best efforts to obtain the agreement of such trustees and secured parties that Tenant's use and occupancy of the Premises shall not be disturbed upon foreclosure, or sale in lieu thereof, under any mortgage, deed of trust, or security agreement, so long as Tenant is not then in default under this Lease beyond any applicable grace period for curing the same. In the event of any foreclosure proceedings or the exercise of any power of sale under any such mortgage, deed of trust, or security agreement placed by Landlord covering all or any part of the Premises, or any sale in lieu of foreclosure, this Lease shall continue in full force and effect, and Tenant shall attorn to and acknowledge the purchaser at such foreclosure sale, or sale in lieu thereof, as Landlord hereunder, subject to the provisions of any applicable non-disturbance or attornment agreement, if any. In the event of any other sale or assignment of Landlord's interest under this Lease or the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord hereunder without further act by Landlord or such purchaser or assignee. Tenant agrees that, in order to confirm the provisions of this Section 18 but in no way limiting the self-operative effect of said provisions, Tenant shall execute and deliver whatever instruments may be reasonably required for such purposes.

19. Surrender. Tenant shall, at the expiration or termination of this Lease, leave, surrender, and vacate the Premises free of Tenant's property, in good order and repair, and broom clean, ordinary wear and tear and casualty loss excepted. Tenant shall indemnify and hold Landlord harmless against all damages to the Premises caused by the removal of any furniture, trade fixtures, or other personal property of Tenant from the Premises.

20. Holdover. Should Tenant, with Landlord's written consent, hold over at the expiration of this Lease or any earlier termination provided or permitted herein, Tenant shall become a month-to-month tenant, and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay Landlord each month a sum equal to 150% of the rent and other charges payable for the immediately preceding month to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Premises; provided that the exercise of Landlord's rights under this paragraph shall not be interpreted as a grant of permission to Tenant to continue in possession.

21. Force Majeure. Whenever a period of time is provided in this Lease for a party hereto to do or perform any act or thing, said party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control, reasonably unforeseen weather and climate conditions, inability to obtain any materials, or other causes beyond their reasonable control, and the time for performance specified herein shall be extended for the amount of time the party is so delayed. Notwithstanding the foregoing, no force majeure event shall excuse Tenant from complying with its monetary obligations hereunder, including but not limited to the payment of Base Rent and Additional Rent.

22. Brokers. Each party represents and warrants that it has had no dealings with any broker, agent, or finder in connection with this leasing transaction, and knows of no person who is entitled to be paid any brokerage commission, finder's fee, or comparable compensation for providing any such services or assistance to such party. Each party hereby indemnifies and holds harmless the other party from and against any and all cost and liability that the other party may

suffer in connection with any third party claim of entitlement to receive any such compensation, contrary to the representation of the indemnifying party contained in the preceding sentence.

23. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

24. Joint Venture or Partnership. Nothing contained in this Lease shall be construed to be or create a partnership or joint venture between the parties hereto.

25. Signs. Tenant shall, at Tenant's sole expense, cause a sign for Tenant's business to be designed, approved by local authorities under an issued sign permit, fabricated, and installed on the exterior of the Premises, which sign shall: (a) not exceed the maximum signage dimensions permitted under the permit, (b) conform to all other conditions set forth on the sign permit, and otherwise be in accordance with all applicable laws, and (c) be installed by a contractor or other party which meets with Landlord's prior approval. Landlord shall not be liable to Tenant or any Tenant's contractor for governmental requirements pertaining to signage.

26. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

27. Recording. Neither Landlord nor Tenant shall record this Lease, but at the request of either party hereto both parties shall execute a short form memorandum hereof which may be recorded. The costs of recording such memorandum including any transfer or recording tax shall be borne by the requesting party.

28. Governing Law. This Lease shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland.

29. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease.

30. Successors and Assigns. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, successors and permitted assigns.

31. Notices. All notices, demands, consents, waivers, requests or other communications which this Lease requires or permits either party to give to the other shall be in writing and either (a) hand delivered; (b) mailed by United States first class mail or registered mail, return receipt requested; (c) sent by Federal Express or any other nationally recognized overnight courier service; or (d) delivered by email with receipt acknowledged, and addressed as follows:

To Landlord: Camp Meade Investments I, LLC
400 Redland Court, Suite 102
Owings Mills, MD 21117

To Tenant: Hygea Detox at Camp Meade, LLC
400 Redland Court, Suite 102
Owings Mills, MD 21117

Either party may change its address for notices stated above by delivery of written notice to the other party.

32. Captions. The paragraph captions are used only as a matter of convenience and are not to be considered a part of this agreement as such.

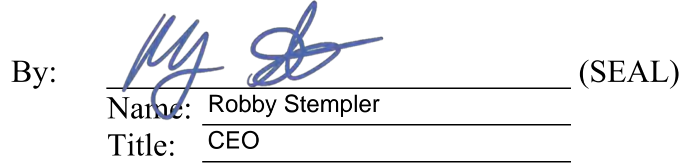
33. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures delivered by photocopy, facsimile, scanned attachment to electronic mail, or similar electronic means shall be deemed original signatures, equivalent to “wet” ink signatures and legally binding and enforceable on the parties for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be executed under seal as of the day and year first above written.

LANDLORD:

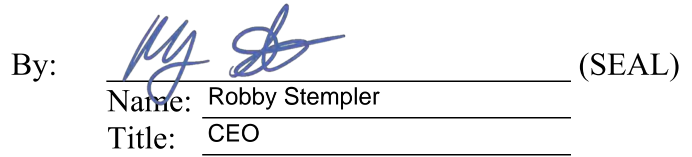
CAMP MEADE INVESTMENTS I, LLC,
a Maryland limited liability company



By: ______________________________ (SEAL)
Name: Robby Stempler
Title: CEO

TENANT:

HYGEA DETOX AT CAMP MEADE, LLC,
a Maryland limited liability company



By: ______________________________ (SEAL)
Name: Robby Stempler
Title: CEO

EXHIBIT A

Legal Description

ALL that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point in the easternmost right of way line of Camp Mead Road (Maryland Route 170) said being located, as now surveyed and referring the courses to the meridian of the Maryland State Place Coordinate System, South 35 degrees 21 minutes 07 seconds West 152.39 feet from Boundary Stone No. 2 on the Outline of the entire property of the Mayor and City Council of Baltimore, known as Friendship International Airport, and running thence the following 9 courses and distances:

1. With the said easternmost right of way line of Camp Meade Road South 35 degrees 21 minutes 07 seconds West 347.61 feet to a point, thence leaving the easternmost right of way line of Camp Meade Road,

2. South 54 degrees 38 minutes 53 seconds East 220.00 feet to a point, thence

3. North 35 degrees 21 minutes 07 seconds East 472.56 feet to a point, said point also being on the future right of way line of proposed Hammonds Ferry Road, thence with the said right of way, the following six courses and distances

4. North 76 degrees 42 minutes 45 seconds West 60.18 feet to a point, thence

5. South 86 degrees 35 minutes 04 seconds West 52.20 feet to a point, thence

6. North 76 degrees 42 minutes 45 seconds West 20.00 feet to a point; thence

7. North 50 degrees 10 minutes 47 seconds West 33.53 feet to a point; thence

8. South 80 degrees 42 minutes 30 seconds West 92.16 to a point; thence

9. North 54 degrees 38 minutes 53 seconds West 6.00 feet to the point of beginning.

Containing 2.1069 acres, more or less. The improvements thereon being known as No. 817 South Camp Meade Road.

SAVING AND EXCEPTING therefrom so much of the property which was conveyed to Anne Arundel County, Maryland by virtue of a Deed dated June 28, 1976 by Friendship Area Health Association, Inc., formerly the Community Health Association of Northern Anne Arundel County, Inc., and recorded on August 17, 1976 among the Land Records of Anne Arundel County, Maryland in Liber WGL No. 2880, folio 221.

Tax ID No. 05-000-90066856

EXHIBIT 5

Preliminary Historical and Projected Population for Central Maryland

Prepared in December 2022

County	Census 2010	Census 2020			Projected 2025		
		Total	18+ % of Tot [1]	18+	Total	18+ % of Tot [1]	18+
Anne Arundel County	537,656	588,261	77.80%	457,675	621,690	78.02%	485,069
Baltimore City	620,961	585,708	79.52%	465,753	594,530	79.65%	473,556
Baltimore County	805,029	854,535	78.42%	670,123	868,120	78.63%	682,637
Harford County	244,826	260,924	78.52%	204,876	270,060	78.85%	212,934
Howard County	287,085	332,317	76.85%	255,387	349,700	77.03%	269,378
Total	2,495,557	2,621,745	78.34%	2,053,814	2,704,100	78.54%	2,123,573
Annual % Change		0.49%			0.62%		
December 2020 Projection							
Population	2,495,557	2,593,888	78.34%	2,032,169	2,642,577	78.54%	2,075,492
Annual % Change		0.39%			0.37%		

Note (1): The 18+ population as a percent of total population is based on the population projection, by year, that was published in December 2020

Prepared by the Maryland Department of Planning, Projections and State Data Center, December 2022

Preliminary Historical and Projected Total Population for Maryland's Jurisdictions

(December 2022)

	Census 1970	Census 1980	Census 1990	Census 2000	Census 2010	Census 2020	2025	2030	2035	2040	2045	2050
MARYLAND	3,923,897	4,216,933	4,780,753	5,296,486	5,773,552	6,177,224	6,390,110	6,576,840	6,755,380	6,909,050	7,048,830	########
BALTIMORE REGION	2,071,016	2,173,989	2,348,219	2,512,431	2,662,691	2,794,636	2,880,500	2,940,280	3,003,030	3,056,810	3,102,940	########
Anne Arundel County	298,042	370,775	427,239	489,656	537,656	588,261	621,690	646,210	664,210	677,420	687,120	694,240
Baltimore County	620,409	655,615	692,134	754,292	805,029	854,535	868,120	876,730	894,540	909,000	920,270	934,520
Carroll County	69,006	96,356	123,372	150,897	167,134	172,891	176,400	179,140	181,580	183,960	186,250	188,360
Harford County	115,378	145,930	182,132	218,590	244,826	260,924	270,060	277,820	285,760	293,570	301,250	308,810
Howard County	62,394	118,572	187,328	247,842	287,085	332,317	349,700	363,990	380,020	393,640	404,610	414,820
Baltimore City	905,787	786,741	736,014	651,154	620,961	585,708	594,530	596,390	596,920	599,220	603,440	609,780
WASHINGTON SUBURBAN REGION	1,269,455	1,358,916	1,635,788	1,870,133	2,068,582	2,300,979	2,383,700	2,462,950	2,532,090	2,590,900	2,643,630	########
Frederick County	84,927	114,792	150,208	195,277	233,385	271,717	293,170	308,450	324,640	337,760	350,050	361,890
Montgomery County	522,809	579,053	757,027	873,341	971,777	1,062,061	1,097,700	1,135,560	1,167,230	1,196,670	1,222,850	########
Prince George's County	661,719	665,071	728,553	801,515	863,420	967,201	992,830	1,018,940	1,040,220	1,056,470	1,070,730	########
SOUTHERN MARYLAND REGION	115,748	167,284	228,500	281,320	340,439	373,177	394,160	413,850	433,490	452,580	471,760	490,480
Calvert County	20,682	34,638	51,372	74,563	88,737	92,783	95,510	97,350	98,680	100,090	100,990	101,440
Charles County	47,678	72,751	101,154	120,546	146,551	166,617	176,420	186,800	197,310	207,880	218,700	229,520
St. Mary's County	47,388	59,895	75,974	86,211	105,151	113,777	122,230	129,700	137,500	144,610	152,070	159,520
WESTERN MARYLAND REGION	209,349	220,124	224,477	236,699	252,614	251,617	258,010	266,240	274,700	282,230	290,000	297,490
Allegany County	84,044	80,548	74,946	74,930	75,087	68,106	68,460	68,820	69,180	69,490	69,790	70,090
Garrett County	21,476	26,490	28,138	29,846	30,097	28,806	29,100	29,370	29,620	29,860	30,090	30,250
Washington County	103,829	113,086	121,393	131,923	147,430	154,705	160,450	168,050	175,900	182,880	190,120	197,150
UPPER EASTERN SHORE REGION	131,322	151,380	180,726	209,295	239,951	243,616	251,580	261,730	271,910	280,610	288,690	296,450
Caroline County	19,781	23,143	27,035	29,772	33,066	33,293	34,130	35,130	36,180	37,050	37,920	38,720
Cecil County	53,291	60,430	71,347	85,951	101,108	103,725	106,740	112,730	119,920	126,210	132,350	138,440
Kent County	16,146	16,695	17,842	19,197	20,197	19,198	19,880	20,370	20,810	21,250	21,690	22,080
Queen Anne's County	18,422	25,508	33,953	40,563	47,798	49,874	52,710	54,940	56,000	56,670	56,880	57,030
Talbot County	23,682	25,604	30,549	33,812	37,782	37,526	38,120	38,560	39,000	39,430	39,850	40,180
LOWER EASTERN SHORE REGION	127,007	145,240	163,043	186,608	209,275	213,199	222,160	231,790	240,160	245,920	251,810	257,210
Dorchester County	29,405	30,623	30,236	30,674	32,618	32,531	33,400	34,040	34,640	35,070	35,510	35,870
Somerset County	18,924	19,188	23,440	24,747	26,470	24,620	25,090	25,620	25,970	26,160	26,340	26,450
Wicomico County	54,236	64,540	74,339	84,644	98,733	103,588	108,760	115,020	119,940	123,920	128,050	131,980
Worcester County	24,442	30,889	35,028	46,543	51,454	52,460	54,910	57,110	59,610	60,770	61,910	62,910

Projections for the Baltimore Region based on Round 10A from the Baltimore Metropolitan Council of Government's Cooperative Forecasting Committee.

Projections for the Washington Suburban Region based on Round 9.2A of the Metropolitan Washington Council of Governments Cooperative Forecasting Committee.

Prepared by the Maryland Department of Planning, Projections and State Data Center, December 2022

Preliminary Historical and Projected Total Population for Maryland's Jurisdictions - Annualized Growth Rates

(December 2022)

	1970-1980	1980-1990	1990-2000	2000-2010	2010-2020	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050
MARYLAND	0.72%	1.26%	1.03%	0.87%	0.68%	0.68%	0.58%	0.54%	0.45%	0.40%	0.38%
BALTIMORE REGION	0.49%	0.77%	0.68%	0.58%	0.48%	0.61%	0.41%	0.42%	0.36%	0.30%	0.30%
Anne Arundel County	2.21%	1.43%	1.37%	0.94%	0.90%	1.11%	0.78%	0.55%	0.39%	0.28%	0.21%
Baltimore County	0.55%	0.54%	0.86%	0.65%	0.60%	0.32%	0.20%	0.40%	0.32%	0.25%	0.31%
Carroll County	3.39%	2.50%	2.03%	1.03%	0.34%	0.40%	0.31%	0.27%	0.26%	0.25%	0.23%
Harford County	2.38%	2.24%	1.84%	1.14%	0.64%	0.69%	0.57%	0.57%	0.54%	0.52%	0.50%
Howard County	6.63%	4.68%	2.84%	1.48%	1.47%	1.02%	0.80%	0.87%	0.71%	0.55%	0.50%
Baltimore City	-1.40%	-0.66%	-1.22%	-0.47%	-0.58%	0.30%	0.06%	0.02%	0.08%	0.14%	0.21%
WASHINGTON SUBURBAN REGION	0.68%	1.87%	1.35%	1.01%	1.07%	0.71%	0.66%	0.56%	0.46%	0.40%	0.35%
Frederick County	3.06%	2.73%	2.66%	1.80%	1.53%	1.53%	1.02%	1.03%	0.80%	0.72%	0.67%
Montgomery County	1.03%	2.72%	1.44%	1.07%	0.89%	0.66%	0.68%	0.55%	0.50%	0.43%	0.38%
Prince George's County	0.05%	0.92%	0.96%	0.75%	1.14%	0.52%	0.52%	0.41%	0.31%	0.27%	0.22%
SOUTHERN MARYLAND REGION	3.75%	3.17%	2.10%	1.93%	0.92%	1.10%	0.98%	0.93%	0.87%	0.83%	0.78%
Calvert County	5.29%	4.02%	3.80%	1.76%	0.45%	0.58%	0.38%	0.27%	0.28%	0.18%	0.09%
Charles County	4.32%	3.35%	1.77%	1.97%	1.29%	1.15%	1.15%	1.10%	1.05%	1.02%	0.97%
St. Mary's County	2.37%	2.41%	1.27%	2.01%	0.79%	1.44%	1.19%	1.17%	1.01%	1.01%	0.96%
WESTERN MARYLAND REGION	0.50%	0.20%	0.53%	0.65%	-0.04%	0.50%	0.63%	0.63%	0.54%	0.54%	0.51%
Allegany County	-0.42%	-0.72%	0.00%	0.02%	-0.97%	0.10%	0.10%	0.10%	0.09%	0.09%	0.09%
Garrett County	2.12%	0.61%	0.59%	0.08%	-0.44%	0.20%	0.18%	0.17%	0.16%	0.15%	0.11%
Washington County	0.86%	0.71%	0.84%	1.12%	0.48%	0.73%	0.93%	0.92%	0.78%	0.78%	0.73%
UPPER EASTERN SHORE REGION	1.43%	1.79%	1.48%	1.38%	0.15%	0.65%	0.79%	0.77%	0.63%	0.57%	0.53%
Caroline County	1.58%	1.57%	0.97%	1.05%	0.07%	0.50%	0.58%	0.59%	0.48%	0.47%	0.42%
Cecil County	1.27%	1.67%	1.88%	1.64%	0.26%	0.57%	1.10%	1.24%	1.03%	0.95%	0.90%
Kent County	0.33%	0.67%	0.73%	0.51%	-0.51%	0.70%	0.49%	0.43%	0.42%	0.41%	0.36%
Queen Anne's County	3.31%	2.90%	1.79%	1.65%	0.43%	1.11%	0.83%	0.38%	0.24%	0.07%	0.05%
Talbot County	0.78%	1.78%	1.02%	1.12%	-0.07%	0.31%	0.23%	0.23%	0.22%	0.21%	0.17%
LOWER EASTERN SHORE REGION	1.35%	1.16%	1.36%	1.15%	0.19%	0.83%	0.85%	0.71%	0.48%	0.47%	0.43%
Dorchester County	0.41%	-0.13%	0.14%	0.62%	-0.03%	0.53%	0.38%	0.35%	0.25%	0.25%	0.20%
Somerset County	0.14%	2.02%	0.54%	0.68%	-0.72%	0.38%	0.42%	0.27%	0.15%	0.14%	0.08%
Wicomico County	1.75%	1.42%	1.31%	1.55%	0.48%	0.98%	1.13%	0.84%	0.66%	0.66%	0.61%
Worcester County	2.37%	1.27%	2.88%	1.01%	0.19%	0.92%	0.79%	0.86%	0.39%	0.37%	0.32%

Projections for the Baltimore Region based on Round 10A from the Baltimore Metropolitan Council of Government's Cooperative Forecasting Committee.

Projections for the Washington Suburban Region based on Round 9.2A of the Metropolitan Washington Council of Governments Cooperative Forecasting Committee.

Prepared by the Maryland Department of Planning, Projections and State Data Center, December 2022

EXHIBIT 6

2020 Total Population Projections for Non-Hispanic White, Non-Hispanic Black, Non-Hispanic Other and Hispanic by Age and Gender (12/03/2020)

Prepared by Maryland Department of Planning In December 2020

New input data :		
	HDATA2010_WBO.DAT	(2010 Census Data W/B/OTH/HISP)
	CntrNewRace_2045.DAT	(Control Number 12/03/2020)
	Mig_061115_WBO_Rev6.DAT	(Revised Migration Base Rate 6/11/15)
	Surv122315DecayAdj.DAT	(Survival Rate Decay Adjustment 12/23/15)
	Fert0510_Conv35Pct.DAT	(Fertility Rate 12/2/15)
	BF120815_One_LastPeriod.DAT	(Birth Factor BirthFactorsforAmy_Set to One for Last Period 12/8/15)

County	Year	Group	0-4	5-9	10-14	15-17	18-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85+	Total	% Change	18+	% Change
Central Maryland	2010	Total	156,157	154,112	158,898	103,658	69,105	178,327	180,599	161,888	158,332	173,811	194,981	190,323	163,638	138,167	97,683	69,204	55,571	45,858	45,245	2,495,557		1,922,732	
Central Maryland	2015	Total	155,437	156,064	159,211	100,172	66,782	177,149	191,317	181,827	162,062	158,139	171,155	190,821	183,352	153,581	125,530	85,594	57,561	42,648	51,423	2,569,825	0.59%	1,998,941	0.78%
Central Maryland	2020	Total	150,239	153,615	160,888	96,977	64,652	162,673	186,408	188,459	180,333	160,244	155,157	167,549	182,993	169,913	137,515	107,937	70,727	44,165	53,444	2,593,888	0.19%	2,032,169	0.33%
Central Maryland	2025	Total	156,910	150,810	159,536	99,829	66,553	162,162	172,962	186,905	188,601	179,080	158,216	152,758	161,990	170,656	153,305	119,681	90,455	55,603	56,565	2,642,577	0.37%	2,075,492	0.42%
Central Maryland	2030	Total	159,580	156,499	155,785	100,142	66,761	166,753	172,747	174,582	187,192	186,914	176,681	155,435	148,529	152,912	155,562	135,279	101,114	71,717	66,017	2,690,201	0.36%	2,118,195	0.41%
Central Maryland	2035	Total	161,746	159,691	161,165	98,950	65,967	169,407	174,598	175,219	175,629	186,358	184,645	173,608	151,537	141,325	140,347	138,708	114,974	80,739	82,570	2,737,183	0.35%	2,155,631	0.35%
Central Maryland	2040	Total	164,332	161,280	163,815	103,672	69,115	170,050	178,448	177,225	175,063	175,111	184,275	181,111	169,208	144,761	130,201	126,090	118,415	92,148	99,090	2,783,410	0.34%	2,190,311	0.32%
Central Maryland	2045	Total	165,980	163,265	164,977	105,508	70,339	176,826	180,201	180,484	177,342	174,084	173,205	180,659	176,134	161,271	133,091	117,143	107,424	94,600	115,253	2,817,786	0.25%	2,218,056	0.25%
Anne Arundel County	2010	Total	34,586	34,315	34,871	20,698	13,798	35,462	37,023	34,778	35,886	39,926	44,640	41,579	35,653	30,777	22,189	14,664	11,021	8,300	7,490	537,656		413,186	
Anne Arundel County	2015	Total	35,093	35,260	35,442	21,323	14,216	36,426	38,665	39,518	35,419	35,862	39,512	44,005	40,535	33,726	28,467	19,768	12,311	8,546	8,772	562,866	0.92%	435,748	1.07%
Anne Arundel County	2020	Total	36,066	35,520	36,764	21,042	14,028	36,023	38,871	41,574	40,534	35,338	35,643	39,148	42,890	37,755	30,829	25,097	16,581	9,561	9,617	582,881	0.70%	453,489	0.80%
Anne Arundel County	2025	Total	36,590	36,146	36,515	21,506	14,337	34,854	37,381	41,393	42,257	40,119	35,032	35,323	38,052	39,632	34,281	27,020	21,054	12,913	10,600	595,005	0.41%	464,248	0.47%
Anne Arundel County	2030	Total	37,766	36,886	36,978	21,889	14,592	36,589	36,586	39,480	41,989	41,990	39,769	34,717	34,524	35,884	36,522	30,412	22,786	16,494	13,133	608,986	0.47%	475,467	0.48%
Anne Arundel County	2035	Total	37,958	38,200	37,648	22,109	14,740	36,746	38,250	38,838	40,185	41,869	41,611	39,488	34,080	32,709	33,185	32,493	25,681	17,918	16,638	620,346	0.37%	484,431	0.37%
Anne Arundel County	2040	Total	39,019	38,401	38,711	23,003	15,335	37,656	38,849	40,160	39,356	40,145	41,463	41,175	38,744	32,651	30,447	29,755	27,518	20,269	19,547	632,204	0.38%	493,070	0.35%
Anne Arundel County	2045	Total	40,287	39,610	39,027	23,794	15,862	39,435	40,137	40,920	40,807	39,442	39,814	41,084	40,451	37,208	30,436	27,400	25,249	21,741	22,490	645,194	0.41%	502,476	0.38%
Baltimore City	2010	Total	41,152	35,441	34,339	26,567	17,711	56,460	57,675	45,889	37,565	38,999	43,572	43,873	37,978	30,928	22,098	16,454	13,397	10,513	10,350	620,961		483,462	
Baltimore City	2015	Total	38,595	35,573	33,789	22,455	14,970	50,332	61,624	53,286	41,996	35,858	36,995	41,046	40,506	33,598	25,988	17,831	12,493	8,847	10,028	615,810	-0.17%	485,398	0.08%
Baltimore City	2020	Total	34,145	32,956	33,286	21,476	14,318	39,593	53,218	56,184	48,345	40,009	33,813	34,898	37,632	35,790	28,120	20,672	13,278	7,974	9,318	595,025	-0.68%	473,162	-0.51%
Baltimore City	2025	Total	36,854	30,423	32,044	22,765	15,176	42,484	44,268	50,067	52,755	47,030	38,694	32,188	32,780	33,883	30,693	23,434	16,200	9,288	8,969	599,995	0.17%	477,909	0.20%
Baltimore City	2030	Total	36,577	32,686	29,825	22,324	14,882	42,960	48,990	41,803	47,110	50,994	45,674	36,841	30,518	29,673	29,112	26,032	18,714	11,650	9,535	605,900	0.20%	484,488	0.27%
Baltimore City	2035	Total	36,583	33,019	32,232	21,057	14,038	44,222	47,565	46,369	39,557	45,698	49,560	43,560	35,089	27,762	25,505	24,928	21,021	13,742	11,214	612,721	0.22%	489,830	0.22%
Baltimore City	2040	Total	36,535	32,605	32,656	22,731	15,154	44,081	50,040	45,146	43,326	38,199	44,315	47,078	41,477	31,958	23,777	21,922	20,176	15,583	13,270	620,029	0.24%	495,502	0.23%
Baltimore City	2045	Total	36,545	32,107	32,215	23,045	15,364	46,670	51,261	47,139	42,575	41,504	36,957	41,910	44,600	37,667	27,384	20,374	17,599	14,851	15,368	625,135	0.16%	501,223	0.23%
Baltimore County	2010	Total	48,074	47,454	49,231	33,776	22,518	57,772	53,864	49,691	49,448	53,396	59,590	61,626	54,414	46,699	32,328	24,142	20,927	19,398	20,681	805,029		626,494	
Baltimore County	2015	Total	48,830	49,800	49,961	32,825	21,883	56,965	56,925	53,335	50,345	49,590	53,091	59,167	60,382	52,184	43,157	28,735	20,470	16,531	23,589	827,765	0.56%	646,349	0.63%
Baltimore County	2020	Total	45,738	49,336	52,332	31,778	21,186	54,206	55,770	53,290	53,061	49,464	48,897	52,608	57,737	57,050	47,226	36,948	23,956	16,205	23,522	830,310	0.06%	651,126	0.15%
Baltimore County	2025	Total	46,600	46,985	52,107	33,475	22,317	52,842	53,504	53,231	53,501	52,418	49,014	48,844	51,768	55,081	52,086	40,886	31,062	19,089	23,748	838,558	0.20%	659,391	0.25%
Baltimore County	2030	Total	47,588	47,805	49,207	33,553	22,368	55,031	51,188	52,078	53,533	53,155	51,901	48,834	48,181	49,878	50,903	46,000	34,686	24,765	25,937	846,591	0.19%	668,438	0.27%
Baltimore County	2035	Total	49,489	49,080	49,963	32,500	21,666	55,240	53,241	50,992	52,620	53,677	52,916	51,735	48,255	46,865	46,636	45,856	39,378	27,700	31,107	858,916	0.29%	677,884	0.28%
Baltimore County	2040	Total	51,198	51,141	51,138	33,504	22,336	53,524	53,176	53,729	51,677	53,003	53,615	52,823	51,161	47,134	44,066	42,563	39,501	31,432	36,409	873,130	0.33%	686,149	0.24%
Baltimore County	2045	Total	51,852	52,713	52,902	34,420	22,946	54,973	50,992	53,830	54,359	52,045	52,915	53,457	52,167	49,950	44,331	40,359	36,632	31,372	41,767	883,982	0.25%	692,095	0.17%
Harford County	2010	Total	14,982	16,345	18,006	10,406	6,937	13,906	14,308	13,898	15,717	18,333	21,015	19,824	16,415	14,170	10,298	7,098	5,403	4,193	3,572	244,826		185,087	
Harford County	2015	Total	13,806	15,544	16,754	10,357	6,905	14,896	14,855	15,575	14,495	15,622	18,044	20,581	19,254	15,615	13,121	9,323	5,825	4,529	4,931	250,032	0.42%	193,571	0.90%
Harford County	2020	Total	14,862	14,405	16,233	9,851	6,568	15,180	16,119	16,448	16,416	14,525	15,522	17,811	20,119	18,435	14,499	11,908	7,708	4,932	6,140	257,681	0.60%	202,330	0.89%
Harford County	2025	Total	16,046	15,463	14,941	9,578	6,386	14,340	16,367	17,794	17,276	16,387	14,415	15,357	17,435	19,263	17,119	13,166	9,810	6,527	7,201	264,871	0.55%	208,843	0.64%
Harford County	2030	Total	16,500	16,516	15,994	8,906	5,937	14,246	15,436	18,050	18,708	17,288	16,254	14,270	15,085	16,753	17,927	15,578	10,845	8,385	9,186	271,864	0.52%	213,948	0.48%
Harford County	2035	Total	17,117	17,017	17,187	9,770	6,513	13,850	15,461	17,201	19,081	18,839	17,241	16,116	14,050	14,588	15,647	16,346	12,846	9,425	12,269	280,564	0.63%	219,473	0.51%
Harford County	2040	Total	17,763	17,678	17,749	10,567	7,044	15,287	15,068	17,244	18,198	19,247	18,828	17,116	15,860	13,610	13,631	14,276	13,449	11,204	15,403	289,222	0.61%	225,465	0.54%
Harford County	2045	Total	17,859	18,286	18,358	10,728	7,152	15,939	16,475	16,587	18,114	18,285	19,170	18,650	16,814	15,276	12,679	12,405	11,604	11,586	18,286	294,253	0.35%	229,022	0.31%
Howard County	2010	Total	17,363	20,557	22,451	12,211	8,141	14,727	17,729	17,632	19,716	23,157	26,164	23,421	19,178	15,593	10,770	6,846	4,823	3,454	3,152	287,085		214,503	
Howard County	2015	Total	19,113	19,887	23,265	13,212	8,808	18,530	19,248	20,113	19,807	21,207	23,513	26,022	22,675	18,458	14,797	9,937	6,462	4,195	4,103	313,352	1.77%	237,875	2.09%
Howard County	2020	Total	19,428	21,398	22,273	12,829	8,553	17,671	22,430	20,963	21,977	20,908	21,282	23,084	24,615	20,883	16,841	13,312	9,204	5,493	4,847	327,991	0.92%	252,063	1.17%
Howard County	2025	Total	20,820	21,793	23,929	12,505	8,337	17,642	21,442	24,420	22,812	23,126	21,061	21,046	21,955	22,797	19,126	15,175	12,329	7,786	6,047	344,148	0.97%	265,101	1.01%
Howard County	2030	Total	21,149	22,606	23,781	13,471	8,981	17,927	20,547	23,171	25,852	23,487	23,083	20,773	20,221	20,724	21,098	17,257	14,083	10,423	8,226	356,860	0.73%	275,853	0.80%
Howard County	2035	Total	20,599	22,375	24,135	13,514	9,010	19,349	20,081	21,819	24,186	26,275	23,317	22,709	20,063	19,401	19,374	19,085	16,048	11,954	11,342	364,636	0.43%	284,013	0.58%
Howard County	2040	Total	19,817	21,455	23,561	13,868	9,245	19,502	21,315	20,946	22,506	24,517	26,054	22,919	21,966	19,408	18,280	17,574	17,771	13,660	14,461	368,825	0.23%	290,124	0.43%
Howard County	2045	Total	19,437	20,549	22,475	13,522	9,014	19,809	21,336	22,008	21,487	22,808	24,349	25,558	22,102	21,170	18,261	16,605	16,340	15,050	17,342	369,222	0.02%	293,239	0.21%

EXHIBIT 7

Central Maryland ICF Bed Need Projection

Based on 2020 Census of Total Population and 2020-2022 Actual Indigent (Medicaid) Populatior

#	Variable	Formula	COMAR Abbreviation	Base Year 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
1	Total Projected Population Age 18+		POP	2,053,814	2,067,580	2,081,438	2,095,390	2,109,434	2,123,573
2	Indigent Adult (Medicaid) Population		IPOP	458,027	489,087	518,689	522,166	525,666	529,189
3	Indigent Adult (Medicaid) Population % of Total Population	(2) / (1)		22.3%	23.7%	24.9%	24.9%	24.9%	24.9%
4	Non-Indigent Population	(1) - (2)	NIPOP	1,595,787	1,578,493	1,562,749	1,573,224	1,583,769	1,594,384
5	Non-Indigent Adult Population at Risk	(4) * 8.64%	ARPOP	137,876	136,382	135,022	135,927	136,838	137,755
6	Non-Indigent Adult Population at Risk in Need of Treatment	(5) * 25.00%	TPOP	34,469	34,096	33,756	33,982	34,210	34,439
7	Non-Indigent Adult Population in Need of Treatment Requiring Service	(6) * 95.00%	TTPOP	32,746	32,391	32,068	32,283	32,500	32,717
8a	Minimum Non-Indigent Adult Population Requiring ICF Care	(7) * 12.50%	ICTPOP	4,093	4,049	4,009	4,035	4,063	4,090
8b	Maximum Non-Indigent Adult Population Requiring ICF Care	(7) * 15.00%	ICTPOP	4,912	4,859	4,810	4,842	4,875	4,908
9a	Minimum Non-Indigent Adult Population Requiring Readmission	(8a) * 10.00%	READD	409	405	401	404	406	409
9b	Maximum Non-Indigent Adult Population Requiring Readmission	(8b) * 10.00%	READD	491	486	481	484	488	491
10	Out-of-State Discharges		OOSPOP	-	-	-	-	-	-
11a	Minimum Non-Indigent Adult ICF Discharges	(8a) + (9a) + 10	TOTPOP	4,502	4,454	4,410	4,439	4,469	4,499
11b	Maximum Non-Indigent Adult ICF Discharges	(8b) + (9b) + 10	TOTPOP	5,403	5,345	5,291	5,326	5,363	5,399
12	Average Length of Stay (days)			14	14	14	14	14	14
13	Occupancy (%)			85%	85%	85%	85%	85%	85%
14a	Mininum Gross ICF Private Bed Need	(11a) * (12) / 365 * (13)	GPNEED	203	201	199	200	202	203
14b	Maxinum Gross ICF Private Bed Need	(11b) * (12) / 365 * (13)	GPNEED	244	241	239	240	242	244
15	Existing ICF Private Bed Inventory - Maryland House Detox - Hygea Baltimore County - Other - Total		AINV	 16 - 128 144	 16 - 128 144	 16 - 128 144	 - - 145 145	 - 50 145 195	 - 50 145 195
16a	**Mininum Net ICF Private Bed Need**	**(14a) - (15)**	**TNEED**	**59**	**57**	**55**	**55**	**7**	**8**
16b	**Maxinum Net ICF Private Bed Need**	**(14b) - (15)**	**TNEED**	**100**	**97**	**95**	**95**	**47**	**49**

Medicaid Enrollment - Ages 18+

Data as of the end of March 2023

County	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
Allegany	16,701	16,602	16,639	17,309	18,303
Anne Arundel	64,309	63,881	65,947	71,195	76,230
Baltimore City	188,760	186,482	187,701	197,192	206,398
Baltimore County	135,961	134,996	139,351	150,302	160,618
Calvert	10,630	10,484	10,656	11,382	12,089
Caroline	7,792	7,716	7,710	8,227	8,689
Carroll	17,237	16,855	17,076	18,146	19,393
Cecil	18,639	18,125	18,174	19,494	20,861
Charles	22,017	21,834	22,781	24,914	26,690
Dorchester	9,225	9,098	9,068	9,539	10,060
Frederick	27,645	27,656	28,563	31,001	33,304
Garrett	6,463	6,283	6,188	6,509	6,852
Harford	31,622	31,734	32,415	34,976	37,286
Howard	31,784	31,377	32,613	35,422	38,157
Kent	3,712	3,656	3,603	3,831	3,956
Montgomery	121,697	119,601	125,510	137,544	147,442
Out of State	2,310	2,015	1,721	1,647	1,626
Prince George's	138,594	137,385	145,210	160,972	175,116
Queen Anne's	5,810	5,693	5,706	6,034	6,396
Somerset	6,254	6,112	6,152	6,505	6,899
St. Mary's	16,133	15,939	15,945	16,741	17,746
Talbot	5,893	5,725	5,763	6,114	6,460
Washington	31,320	30,942	31,060	33,152	35,216
Wicomico	23,553	23,070	23,336	25,262	27,055
Worcester	9,835	9,596	9,601	10,286	11,057
Total	953,896	942,857	968,489	1,043,696	1,113,899
Central Maryland	452,436	448,470	458,027	489,087	518,689
% Change		-0.88%	2.13%	6.78%	6.05%

Data as of the end of April 2023

Source: The Maryland Medicaid DataPort, The Hilltop Institute at UMBC

EXHIBIT 8

ICF Beds by Region
March 2023

Region	Provider Name	Street	City	Beds
TRACK 1				
Central MD	Baltimore Detox Center	1825 Woodlawn Drive	Baltimore	24
Central MD	Ashley, Inc.	800 Tydings Lane	Havre de Grace	121
Central MD Region Total[1]				**145**
Eastern Shore	RCA at Bracebridge Hall	314 Grove Neck Road	Earleville	123
Eastern Shore	Hudson Health Services, Inc	1500- 1506 Harting Drive	Salisbury	51
Eastern Shore	Avenues Recovery Center of Chesapeake Bay	821 Fieldcrest Rd	Cambridge	104
Eastern Shore Region Total				**278**
Montgomery and Southern MD	RCA Capital Region	11100 Billingsley Road	Waldorf	64
Montgomery and Southern MD	Avenues Recovery Center of Maryland	125 Fairground Rd	Prince Frederick	20
Montgomery and Southern MD Region Total[2]				**84**
TRACK 1 TOTAL				**507**
TRACK 2				
Region	**Provider Name**	**Street**	**City**	**Beds**
Central MD	Hope House Treatment Centers	26 Marbury Drive	Crownsville	50
Central MD	Pathways	2620 Riva Road	Annapolis	40
Central MD	Gaudenzia Crownsville	107 Circle Drive	Crownsville	54
Central MD	Pyramid Walden, Joppa	1015 Pulaski Hwy	Joppa	50
Central MD	Gaudenzia - Baltimore	4615 Park Heights Avenue	Baltimore	40
Central MD	Mountain Manor	3800 Frederick Avenue	Baltimore	88
Central MD	Tuerk House	730 Ashburton Street	Baltimore	82
Central MD	Baltimore Crisis Response	5124 Greenwich Avenue	Baltimore	18
Central MD	Shoemaker Center	6655 Sykesville Road	Sykesville	12
Central MD Region Total				**434**
Western MD	Joseph S. Massie Unit	10102 Country Club Road S	Cumberland	45
Western MD	Maryland Treatment Centers, Inc.	9701 Keysville Road	Emmitsburg	103
Western MD Region Total				**148**
Eastern Shore	A.F.Whitsitt Center	300 Scheeler Road	Chestertown	40
Eastern Shore Region Total				**40**
Mont. Co./S. MD	Maryland Treatment Centers, Inc.	14701 Avery Road	Rockville	88
Mont. Co./S. MD	Hope House	429 Main Street	Laurel	22
Mont. Co./S. MD	Hope House	419 Main Street	Laurel	22
Mont. Co./S. MD	Pyramid Walden, LLC - Bowie	3000 Lottsford Vista Road	Bowie	50
Mont. Co./S. MD	Pyramid Walden, LLC - Charlotte Hall	30007 Business Center Drive	Charlotte Hall	52
Montgomery and Southern MD Region Total				**234**
TRACK 2 TOTAL				**856**

ICF Beds by Region
March 2023

Source: MDH Behavioral Health Administration (BHA) March 1, 2023.
Notes:

[1] On March 17, 2022, the MHCC approved a CON application from Hygea, Inc. to establish a 50-bed Track One ICF for adults in Baltimore County in the Central Maryland Region (Docket No. 21-03-2450). This facility is under construction and has not yet opened, so these beds are not reflected in the inventory.

[2] On April 7, 2023, the MHCC docketed a CON application from Alpas Wellness LaPlata, LLC, proposing to establish 36 adult Track One ICF beds in Charles County in the Southern Maryland Region (Docket No. 22-04-2462).

EXHIBIT 9

Hygea Detox, LLC

2023 Fee Schedule

Service	**Fee**
Detox	$3,900
Urine Analysis	$800

EXHIBIT 10

Section **ADMISSION PROCESS**	Subsection(s) **Intake Guidelines** **Exclusion Criteria**

Intake Guidelines

1. Individuals must be 18 years of age or older;

2. The Resident Placement Criteria are guidelines developed by the American Society of Addiction Medicine (ASAM) that can be accurately used to assess the severity of a residents' problems so that they can be admitted to the most appropriate level of care (admission criteria), remain in that level of care (continuing care criteria) and be discharged from that level of care (discharge criteria). These guidelines are divided into six assessment dimensions, as follows:

   a. Acute Intoxication and/Withdrawal Potential: What risk is associated with the Resident's level of acute intoxication? Is there serious risk of withdrawal symptoms based on the Resident's withdrawal history? Are there signs of withdrawal? Does the Resident need acute inpatient detoxification services, or can they be served in a non-medical detoxification setting?

   b. Biomedical Stabilization: Are there current physical illnesses other than withdrawal that need to be addressed or which complicate treatment? Are there chronic conditions that affect treatment? e.g., chronic pain with narcotic analgesics.

   c. Behavioral Stabilization: Are there psychiatric illnesses or psychological, behavioral or emotional problems that need to be addressed or which complicate treatment? Are there chronic conditions that affect treatment? Do any emotional/behavioral problems appear to be an expected part of addiction illness or do they appear to be separate? Even if connected to addiction, are they severe enough to warrant specific mental health treatment?

   d. Readiness to Change: Does the Resident feel coerced into treatment or actively object to receiving treatment? How ready is the Resident to change? If willing to accept treatment, how strongly does the Resident disagree with others' perception that she/he has an addiction problem?

   e. Relapse Potential: Is the Resident in immediate danger of continued severe distress and drinking/drugging behavior? Does the Resident have any recognition and understanding of, and skills for how to cope with his/her addiction problems

and prevent relapse or continued use? How aware is the Resident of relapse triggers, ways to cope with cravings to use and skills to control impulses to use?

f. Recovery Environment: Are there any dangerous family, significant others, living or school/working situations threatening engagement and success? Does the Resident have supportive friendship, financial or educational/vocational resources to improve likelihood of successful treatment? Are there legal, vocational, social service agency or criminal justice mandates that may enhance motivation for engagement into treatment?

3. Prior to admission or re-admission of an individual, the program representative responsible for the intake assessment will discuss with the perspective client the extent of their alcohol/drug history;
4. Individuals must have a diagnosis of substance abuse or dependence (per DSM-IV-TR);
5. Individuals must have moderate impairment in adaptive functioning;
6. Individuals must be motivated to participate in recovery treatment; and
7. Individuals must not meet any exclusion criteria.

Exclusion criteria

Individuals are not admitted if they:

- Require medical detoxification services as described in ASAM Level IV;
- Have an acute psychotic disorder;
- Are suicidal or self-injurious;
- Pose a danger of injury or threat to self or others;
- Have uncontrolled epilepsy;
- Have a daily living impairment (eating, dressing, ambulating, etc.);
- Have pending legal issues that would impair participation in treatment;
- Have a history of violence, sexual offenses, fire setting, or other criminal or anti-social behaviors;
- Have other symptoms or medical complications that would interfere with participation; and/or,
- Have inconsistent medical treatment (all medical conditions need to be treatable on an intermittent outpatient basis).

Exceptions to the above criteria may be made depending on variables such as recent history, length. Under no circumstance will the following individuals be accepted for admission:

1. An individual whose condition requires more care or treatment than this facility can efficiently provide, and/or who has a diagnosis that applicable law or regulation prohibits for placement in this facility.

2. An individual who requires strict isolation procedures.

3. An individual who is deemed to be imminently dangerous to him/herself or others.

4. If an admitted client becomes imminently dangerous to self or others, he/she will be immediately transferred to the proper and appropriate treatment facility.

Section	Subsection(s)
ADMISSION PROCESS	**Role of Intake Coordinator** **Intake Procedure**

Certified and/or registered staff will conduct a pre-admission intake assessment that will include documentation of medical and/or behavioral problems related to alcohol and/or the use of other drugs. The intake assessment will give a complete drug and alcohol history that will clearly indicate the resident's last use of alcohol and/or illicit drugs taken.

Role of the Intake Coordinator

Inquiries regarding admission shall be forwarded to the Intake Coordinator, who shall screen the applicant's appropriateness for admission by requesting relevant information. In the absence of the Intake Coordinator, the Program Director shall complete the assessment.

1. The Intake Coordinator shall review the applicant's data using the established admission criteria as a guide. The staff person completing the assessment shall complete the Pre- Admission Evaluation.

2. In instances where a less or more restrictive environment is appropriate, the Intake Coordinator will advise applicant, and identify referral sources.

3. The Intake Coordinator shall complete the financial criteria information.

4. The Intake Coordinator shall initiate the insurance verification process and/or other forms of payment.

5. Acceptance of a client for treatment shall be based on the criteria that assures:

   a. The treatment required by the client is appropriate to the intensity and restrictions of care provided by the program;

   b. The alternatives for more intensive and restrictive treatment are not indicated;

   c. The prospective client's individualized needs for services can be provided at this facility.

   d. The prospective client is not suicidal or homicidal.

During the intake process, every effort will be afforded to assure the client and family members understand the following:

- The goals and objectives of the treatment program;
- The rights and responsibilities of clients, including the treatment regulations governing client conduct and types of infractions that result in disciplinary action or discharge from the program; and
- The program cost.

Intake Procedure

1. When the Pre-Admission evaluation indicates that the applicant is appropriate for admission, and after all financial arrangements have been established, the following information shall be gathered:

   a. The Intake Coordinator shall have the individual complete the Health/Medical Screening, Authorization for Treatment, appropriate consents, and acceptance of financial responsibility;
   b. Social, economic, and family history;
   c. Education;
   d. Employment history;
   e. Criminal history, including current and past legal status;
   f. Medical history;
   g. Birthdate;
   h. Resident's name and address;
   i. Alcohol and/or other drug history;
   k. Date of admission;
   m. Previous treatment, including psychiatric care;
   n. Record of any illnesses or injuries that may require treatment by a doctor or dentist; the facility will make the appropriate referral to outside medical care;
   o. Record of any prescribed medications;
   p. Personal Rights document;
   q. Schedule for resident to obtain tuberculosis test; and
   r. Any authorizations for release of information.

2. Upon conclusion of the intake process, the resident will be required to sign and date the admission and fee agreements and other intake documents immediately. However, based on the resident's condition at intake, they may be unable to sign and date all required documents. Staff will ensure that the resident signs and dates all agreements no later than seven days following admission. The counselor (or

Program Director) will be required to sign and date the admission and fee agreements. The designated staff will also be required to sign and date any forms and/or documents that require the signature of the resident. Modifications to any original agreements will be re-signed and dated by the resident and program staff.

3. Hygea Detox will provide a list of community services. Residents will be made aware of these resources during program orientation.

4. Hygea Detox shall create a resident file for the purpose of maintaining all original copies of signed documents. Hygea Detox will provide the resident with a copy of all documents they sign.

5. A residents' luggage and belongings will be inventoried and the Resident will be searched. Any personal items that may contain or smell like alcohol must be put in a bag with Residents name and locked up in the office. Staff will check labels for first and second ingredient of any consumable items. All personal property such as cash, credit cards, keys, laptops will be logged in a Personal Property Sheet and locked up.

6. Over the counter medication must be put in a bag with Residents name and locked up with their medications.

Notification to Staff:

1. The Intake Coordinator shall notify the Treatment Team of the results of the intake assessment.

2. The Intake Coordinator shall schedule, as soon as possible, an appointment with the Program Director.

3. The Intake Coordinator shall notify the Program Director of their findings; the two shall determine appropriateness of the client's admission or the necessity for detoxification or a more intensive level of care.

4. The Intake Coordinator shall notify the assigned therapist to schedule the appointment for the client's orientation and psychosocial meeting. An assessment, and psychological evaluation if necessary, shall be completed during the first two days.

Section	Subsection
ADMISSION PROCESS	**Admission Procedure** **Admission Assessments & Medical Services**

Admission Procedure

The admission process will consist of the client coming in for an initial interview, where they will be assessed for eligibility and appropriateness. The client must meet admission criteria for services. For each individual client, involvement with alcohol and/or drugs, or alcohol and/or other drug-related problems, shall be the primary criterion for participation.

The facility accepts male or female clients who are in need of detox services. Clients must speak and understand English. All clients will be assessed and accepted on a case-by-case basis. Clients with significant speech or vision problems will not be accepted for treatment unless appropriate accommodations for the client can be made. The admissions procedure will involve:

1. Screening prospective residents by phone prior to admission using a pre-admission checklist and health screening questionnaire.
2. Completing a intake screening form upon arrival to the program.
3. Referring residents not meeting our admission criteria to other more suitable facilities or services.

The Admission Coordinator will document the responses for the purpose of determining suitability for admission based on the guidelines below. Responses will be recorded on a resident intake sheet and maintained in the resident's file in the event of admission.

1. A resident is suitable for initial admission:
   a. For alcohol/drug intoxication;
   b. Withdrawal – resident not at risk for, or is experiencing minimal or stable withdrawal;
   c. Bio-medical condition – none or stable bio-medical conditions and/or complications, or under the care of a physician who will continue to monitor the resident;
   d. Emotional/behavioral/cognitive conditions and complications – none or minimal; not distracting to recovery; and,

e. Level of denial as to nature of adverse alcohol/drug consequences – resident voluntarily presents for treatment and accepts the need for an intensive outpatient program or day treatment.

2. In the event that a resident, or prospective resident shows signs of detoxification withdrawal beyond what is set forth above, the program staff will arrange for appropriate referral(s) for medical care and emergency services.

The client health questionnaire and initial screening questions form is to be reviewed by the HCP within 72 hours of admission to identify any health conditions that would require immediate medical attention or preclude the individual from continued admission in accordance with the admissions criteria, including current medications; major medical illnesses, injuries, surgeries, hospitalizations, and allergies; substance use disorders; psychiatric comorbidity; and to determine if detoxification services are medically appropriate for the admitted resident. The HCP will conduct a face-to-face assessment within 72 hours of admission. If detoxification services are needed, the HCP will, with the resident, complete, sign, and date a detoxification services certification form; the resident will also sign and date the certification form.

The detoxification services certification form and the client health questionnaire and initial screening questions form will be documented in the resident file within 24 hours of completion by either the HCP or program staff and signed and dated by the resident.

Admission Assessments & Medical Services

Assessment will begin prior to the intake process. This pre-assessment focuses on the prospective resident's qualification for treatment of AOD (alcohol and other drug) addiction at this facility.

Prior to admission and under the direction of a licensed or certified staff member, the resident will complete the resident health questionnaire and initial screening questions form; after completion, the form will be signed by the individual and a licensed or certified staff member. This form is reviewed by staff to ensure that the individual is referred to the appropriate medical care professional to obtain appropriate treatment. The form is to be reviewed by staff to identify any health conditions that require immediate medical attention or preclude the individual from admission according to the admissions criteria.

Upon entry to the program, the individual receives an initial needs assessment by intake staff. The individual's primary counselor then conducts a more thorough assessment utilizing an Addiction Severity Index (ASl) tool. The emphasis of this assessment includes medical, employment, and support, alcohol, and drug, legal, family, social and psychiatric history.

All individuals will disclose during the intake process on a resident health questionnaire and initial screening questions form the following:

- All prescribed medications that they are currently taking (residents currently taking anti-depressants will be able to continue to take these medications while participating in the program)

  - Major medical illnesses;
  - Injuries;
  - Surgeries;
  - Hospitalizations;
  - Allergies;
  - Substance abuse history, including past withdrawal episodes; and
  - Psychiatric comorbidity.

Other assessment tools include the usage of urine and/or blood analysis samples from the residents at the time of intake and at any other time it is clinically indicated. Urinalysis test results and blood alcohol testing services are utilized when clinically indicated to assess the progress of the residents. Residents may be referred to other agencies or departments for other assessment services. Detoxification residents will be assessed on an ongoing basis using Clinical Opiate Withdrawal Scale (COWS) and Clinical Institute Withdrawal Assessment (CIWA) scores, and blood pressure and pulse results taken regularly.

Upon admission, the following assessments will be conducted by a Health Care Professional (HCP), licensed, or certified staff:

1. A face-to-face physical exam within 72 hours of admission performed by the HCP.

2. Instant/rapid read alcohol and drug screens conducted by any staff who are trained, and have demonstrated competency, to perform these functions. All test results will be read and recorded in the resident file within 24 hours; the testing materials will be disposed of in the waste basket or the hazardous waste bin after they are read.

Any and all types of testing will be ordered by the HCP, including laboratory tests. Hygea Detox will ensure that all non-medical personnel will be fully trained for any testing that may be performed by these personnel (i.e., urinalysis for drug and alcohol levels). Any medically required testing will be performed by an HCP. All employees conducting any testing will be required to be aware of minimum standards, as stated below:

a. Performs routine laboratory procedures such as preparation of lab sheet and basic preparation of testing materials.

b. Conducts non-technical routine laboratory tests and procedures under the direction of professional staff.

c. Opens, separates, numbers and arranges specimens for laboratory examination and trace results.

d. Maintains simple laboratory records and inventory for supplies and reagents.

e. Maintains laboratory equipment and supplies by cleaning and maintaining quality assurance records.

f. Maintains a clean and sanitary work area in accordance with standard laboratory practice and procedures.

Section	Subsection
ADMISSION PROCESS	**CIWA/COWS Documentation and Monitoring**

CIWA/COWS Documentation and Monitoring

A Health Care Professional (HCP), licensed, certified, or trained and qualified registered staff will use a CIWA/COWS (Clinical Institute Withdrawal Assessment/ Clinical Opiate Withdrawal Scale/) form to document the residents' signs and symptoms.. The CIWA/COWS will be filled out starting with the time of intake.

Signs and symptoms will be documented every 30 minutes for a minimum of the first 72 hours. After 24 hours, close observations and physical checks may be discontinued or reduced based upon a determination by a staff member trained in providing detoxification services. Documentation of the information that supports a decrease in close observation and physical checks shall be recorded in the residents file.

Hygea Detox may observe residents beyond the 72-hour minimum depending on their status. Hygea Detox wants to exceed state regulations and industry standards in this area for optimal safety purposes. Staff will document their findings during patient rounds using a form which goes into the resident's file.

It is important to note that patient rounds entail physical bedside checks to ensure that respirations are within normal limits. In addition, sStaff will document on a shift-by-shift basis a narrative note in the progress notes section of the file on clinically significant activities. Program staff will complete the CIWA assessment plus vital signs as directed on the appropriate form and make medications available to residents as warranted.

If, after the initial 72 hours, or any other time it is determined that resident requires more specialized care, the resident's documented medical physician is notified immediately to ensure that the resident is safe or may need more services than Malibu Detox can provide; a referral to an acute hospital is made to provide more specialized care to help with the withdrawal symptoms. Every referral is documented in the resident's file. If during the course of recovery or treatment services, the resident is assessed and determined to need additional services, Malibu Detox will provide the resident with a referral to the appropriate services.

Any signs and symptoms of auditory or visual hallucinations will require the physician and Program Director to be contacted.

Prescribed medications shall be provided to the resident by self-administration, if approved by the physician.

Section **LENGTH OF STAY**	Subsection **Procedure**

Procedure:

It is the policy of Hygea Detox to administer to the severity of the resident's level of intoxication to achieve a safe and supportive withdrawal from alcohol and/or other drugs, and to effectively facilitate their smooth transition into ongoing treatment services. The Hygea Detox Program Director is responsible for monitoring and assuring that a treatment or recovery plan is developed within the timeframe specified and relevant services are always documented in the resident's file.

The program will provide for a staff person (or persons) to monitor and assure that the following activities take place:

1. A recovery or treatment plan is developed within specified timeframes.
2. The services required are provided and documented in the resident's file.
3. Failure of the resident to keep scheduled appointments is discussed with the resident and other action taken as appropriate, with the discussion and action documented in the resident's file.
4. Progress in achieving the objectives identified in the treatment plan is assessed and documented within 7 days from date of resident admission.

Section **LENGTH OF STAY**	Subsection **Aftercare**

AFTERCARE

An admissions agreement will contain a post-discharge standardized release form for aftercare signed by the client prior to discharge. Aftercare is voluntary upon written consent of the resident and includes exit planning to meet the needs of the client. The importance of aftercare will be emphasized during an exit interview, with encouragement to continue.

Each patient's treatment plan includes at least one year of aftercare following discharge from the facility, and available referral partners providing aftercare services, including evening and weekend options, are provided during discharge.

After the exit interview, a 30-day post discharge call is made by the Program Director (if a consent for aftercare was signed by client). Additional calls by a counselor are also made after 90 days and one year post discharge to determine level of functioning, referral needs, and related follow up. The results of all calls are documented using a post discharge file form.

Section	Subsection
PATIENT TREATMENT PLAN	**N/A**

PATIENT TREATMENT PLAN:

Hygea Detox offers medically managed intensive inpatient detoxification services for adult men and/or women 18 years and older. We approach recovery in a therapeutic manner by addressing the physical and emotional issues associated with dependency. The goal of our program is to initiate an individualized treatment plan that will result in a chemical-free, independent lifestyle and provide a stepping-stone for further treatment after the detoxification period.

The medical model of detoxification is a set of interventions aimed at managing acute intoxication and withdrawal characterized using physician utilizing medications and the clearing of toxins from the body. Hygea Detox's philosophy is to provide residents with a safe, supportive, and closely monitored medical detoxification that minimizes the physical harm caused by the abuse of substances and facilitates their transition into residential and/or outpatient treatment.

Hygea Detox's detoxification services will include the following:

1. Obtaining medical histories
2. Monitoring health status to determine urgent or emergent care
3. Testing associated with detoxification from alcohol and/or drugs
4. Providing alcoholism or drug abuse recovery or treatment services
5. Overseeing resident self-administered medications
6. Treating substance use disorders, including detoxification

Hygea Detox's detoxification services WILL NOT include the following:

1. Any form of surgical procedures at a residential facility.
2. No stocking of prescription bulk medications for utilization during detoxification or treatment

Section **PATIENT TREATMENT PLAN**	Subsection **Initial & Follow-Up Treatment Plan**

Initial & Follow-Up Treatment Plan

During the intake process, the counselor develops an individualized treatment plan with the input of the resident. Staff will ensure that residents have a copy of their individualized treatment plan and that a copy of it is placed in the resident's file.

All treatment plans will include the following information:

- A statement of problems experienced by the resident that need to be addressed;
- A statement of objectives to be reached; the objectives will address each problem.
- The actions and steps necessary for the resident to accomplish the objectives; and,
- The target dates for each accomplishment of actions, steps, and objectives.

The process for the resident's treatment plan will include the following:

1. Each treatment plan will be goal and action oriented;

2. The treatment plan will be developed in accordance with:

   a. The counselor to develop the initial treatment plan with input from the resident during the intake process and individual sessions; and

   b. Staff to ensure and document that the resident reviews and revises/updates, when required, the treatment plan when there is a change in the problem identification or the focus of treatment; and,

During the development of a treatment plan, and prior to discharge, the staff will conduct an individual session with the resident to develop and document an individualized strategy that will assist the resident in maintaining a continued alcohol and/or drug free lifestyle.

The individual treatment plan will include an agreement to seek and receive at least one year of aftercare following discharge. Hygea Detox will provide contact information at discharge of referral sources for one year of aftercare.

The resident's file contains all required documents, as follows:

a. Resident identifier, including name;
b. Date of birth;
c. Sex;

d. Race and ethnic background;
e. Home address;
f. Telephone number;
g. Next of kin or emergency contact; (resident will complete the 'Release of Confidential Information' for all emergency contacts);
h. Information gathered to determine if client is appropriate for admission;
i. Date and type of admission (new, readmission, etc.);
j. Referral source and reason for referral;
k. Admission agreement;
l. Health questionnaire;
m. Authorization to release information;
n. Resident rights document.
p. Medical referrals and clearances;
q. Referrals for additional services including the procedure for making and following-up the referral and the agency to which the referral was made;
r. Individual treatment plans;
s. Documentation by the counselor of the services provided by Hygea Detox, including the date, type, and summary of the session or service and notations that state the achieved steps of the resident toward reaching the goals described in his/her treatment plan;
t. Exceptions to the frequency of program services;
u. Correspondence with or regarding the resident;
v. Discussions and action taken against the resident for not complying with program rules and requirements;
w. Drug screening results; and
x. Consent to follow-up, if resident permitted contact. If feasible, the resident is followed-up after completion of all program services and as documented in the discharge summary.

Medications

Medications, when indicated, are an integral part of the treatment plan. All members of the treatment plan, including the resident's physician, therapists, technical staff, and the resident, must be well-informed about a resident's medication, and shall remain in close communication on all aspects of the treatment plan. This is achieved in various ways, including staff meetings, case management meetings, daily face-to-face communication, and daily documentation, charting, counseling sessions, and frequent informal interactions.

Section	Subsection
PATIENT TREATMENT PLAN	**Treatment Plan Process**

Treatment Plan Process:

The Detoxification process consists of several essential components, which should be available to all people seeking treatment:

- Evaluation
- Monitoring
- Fostering residents' readiness for entry into long term substance use treatment
- Facility staffing
- Referrals
- Training

A resident's treatment plan process will include the following:

1. All prescription medication must be approved according to Program Policy.

2. Prescription medication must be logged in, in the centrally stored medication and destruction record sheet.

3. Resident is to be monitored every half hour and progress note to be charted in resident files as to their well-being the first 72 hours up to their entire stay in detox if necessary.

4. Alcohol residents who are in danger of seizure, delirium tremens, or is very intoxicated must be taken to the hospital for medical clearance.

5. A physician should be available to assess the resident within 72 hours of admission.

6. Staff must check the resident's vital signs and temperature upon arrival and before prescription medications are given.

7. A verbal hand over must be done staff to staff on each resident at the beginning and end of every shift. The hand over must be at least 15 minutes before and after your shift. Use the communication logbook every shift.

8. It is the staff's responsibility to conduct a daily inventory of each resident's medication.

9. If the resident refuses to take his or her prescribed medication, staff must make an appropriate entry on the log sheet stating the resident's refusal of medication and the resident must sign. If a resident has dual-diagnosis and refuses medications, an incident report must be filled out.

10. When a resident decides to leave ACA do NOT give any detox medications unless in consultation with the Program Director.

11. The resident has the right to leave the detox house at any time. If the resident decides to leave detox the staff on duty must notify the Administrator and the financially responsible party.

12. When the resident has been in the detox house for 24 hours staff must encourage the resident to start attending groups.

13. When the resident is done with his or her detoxification protocol and is ready to transition into residential treatment, staff must log out all detox medications in the centrally stored and destruction record sheet.

14. All medication logs, vital logs, and doctor orders must be kept in the residents chart.

15. Documentation of discharge will be kept in the residents chart.

16. Scale score noted in chart must be monitored and re-assessed as needed.

Section **DISCHARGE**	Section **Procedure**

PROCEDURE:

Discharge Planning & Continued Care

1. We offer aftercare planning that focuses on continuation of therapeutic services and adequate support systems. The discharge plan incorporates a relapse prevention plan, mental health resources in the resident's community and follow up services.

2. Discharge planning includes working closely with providers to develop aftercare and discharge plans that utilize community resources and natural support to assist residents in successful reintegration into the community and support them in managing their mental illness and/or addiction.

Discharge Planning

The primary therapist will meet with each client to develop and document an appropriate discharge and aftercare plan. A discharge plan will be developed prior to the client's discharge by the primary therapist. The discharge plan will include discharge aftercare appointments, discharge medications and information on who to call in an emergency. A copy of the discharge plan will be given to the client with the original being retained in the client record.

Discharge Criteria

Residents may be discharged voluntarily or involuntarily. The discharge summary will be completed for all residents, regardless of discharge type. A copy of the discharge summary will be placed in the resident file.

The criteria for resident discharge is as follows:

- Successful completion of the program - The resident has met all goals and objectives identified in his/her treatment plan, has remained abstinent, and bas remained alcohol and/or drug free for the period established in the treatment plan.

- Unsuccessful discharge - The resident did not meet the goals objectives identified in their treatment plan, has missed numerous group sessions, has violated rules, policies, or program procedures, is violent or has brought a weapon on program premises, has not remained abstinent, and/or has repeatedly tested positive for alcohol and/or drugs.

- Involuntary discharge - The resident bas not attended any sessions in over 30 days, is financially unable to pay for services, or has decided to leave the program prior to completion.

- Transfers and referrals - The resident is unable to remain abstinent for an extended period of time, is not medically, physically, mentally, or emotionally capable of remaining in the program, or was transferred/referred to another program for personal reasons.

Discharge Summary

The discharge summary form includes the following information:

- Description of treatment episodes and group sessions;
- Alcohol and/or drug use at discharge;
- Employment and educational achievements while in the program;
- Legal status at discharge;
- Reason for discharge, as stated in discharge criteria;
- Continuing recovery and exit plan for long-term abstinence;
- Transfers or referrals to other services; and
- Any comments provided by the resident.

During the discharge process, a program evaluation is given to each resident. The Program Director reviews the program evaluations and provides management with a written summary. In addition, the resident is requested to consent to follow-up. If feasible, the resident is followed-up with after completion of all program services, and follow-up is documented in the discharge summary.

Aftercare Follow-up

Hygea Detox makes every attempt during the discharge process to have the resident allow the program to conduct follow-up contact; however, Hygea Detox will never follow-up with a resident after discharge without a written consent from the resident.

After the exit interview, a 30-day post discharge call is made by the Program Director (if a consent for after care was signed by client), but most often much closer contact is achieved at this crucial juncture. Additional calls by a counselor are also made after 90 days and one year post discharge to determine level of functioning. The results of all calls are documented using a Post Discharge File form.

The discharge plan will include an agreement to seek and receive at least one year of aftercare following discharge. Hygea Detox will provide contact information at discharge of referral sources for one year of aftercare.

Section	Subsection(s)
REFERRALS	**Policy and Services** **Referral Arrangements** **Referral Procedure**

Referral Procedure

1. Hygea Detox must share all necessary and permitted release documentation and communicate clearly with the receiving clinician/agency.

2. Referrals are not only facilitated, but a follow- up is critical.

Referral Policy & Services

The Hygea Detox treatment program is designed to assist the individual with recovery; however, individual resident needs and problems may be of such a complex nature that Hygea Detox cannot provide all necessary services.

During the admission process, residents that are assessed to be in need of services not provided by Hygea Detox are referred to the appropriate external services. Referrals made to the resident shall be granted. Any referrals, whether requested by staff or resident, shall be documented in the resident file. Hygea Detox staff will, with the permission of the resident, initiate telephone contact with the appropriate community service provider to verify and make the necessary arrangements.

Hygea Detox staff will be qualified and compassionate. Staff are well trained to efficiently collect resident information and history in order to evaluate their needs. Hygea Detox will refer residents to outside care facilities, agencies, organizations, and centers to ensure the best level of care for the resident.

Emergency services shall be referred to outside providers, as follows:

- Medical Emergency -accidents, acute illness, need for transport to emergency room and/or questionable need for medical or nursing intervention.

- Behavioral Emergency -uncontrollable behavior, need to transport to the emergency room, identified need for crisis intervention, or restrictive intervention, which last for more than ten minutes.

- Other emergency -natural disaster, building or utilities (water, power, heater, etc.).

- Staffing problems - Inability of Hygea Detox to provide required staffing, staff emergency situations, employee misconduct (allegations of abuse, not following direction, absences, inability to work, etc.).

Referral information for emergency services is as follows:

- Emergency services: 911
- Local Fire Department:
- Local Law Enforcement:
- Ambulance Services: 911
- Paramedic: 911
- Crisis Centers:
  - National Alliance of Mental Illness, (800) 854-7771
  - Suicide Prevention Center, (877) 7-CRlSIS/877-727-4747
- Shelters:
- Long-Term Residential Treatment Centers:
- Community 12 Step Resources:
- Alcoholics Anonymous:
- Detoxification Only:
- Sober Living Homes:

[Referral contacts will be updated prior to finalization of this manual]

Residents who have been referred to outside providers prior to admission or have been discharged for medical or psychiatric reasons are eligible for admission/readmission after the medical condition has been resolved or stabilized.

Referral Arrangements

The counseling staff conducting the intake and admission will be culturally competent in their interactions with all residents and without stigmatizing the individual. Staff will incessantly communicate Hygea Detox policies and procedures and make the appropriate referrals. Any resident exhibiting signs of medical or psychiatric issues shall be referred to the appropriate services. Residents that have been referred for medical or psychiatric services shall submit a clearance from to the appropriate medical or psychiatric provider.

Hygea Detox staff will ensure that residents received necessary first aid and information about and/or referrals to needed medical or dental services. Hygea Detox staff shall always err on the side of caution when evaluating an emergency situation. Any questions should always be directed to the Program or Facility Administrator.

Hygea Detox has referral information available for services not provided by our program, including services for education, family counseling, lower levels of ASAM care, and other substance use disorder and treatment services.

Any referral made by Hygea Detox, either prior to or after admission and during dischargewill be documented in the resident's file within 24 hours. All clearances to participate in the program will be documented in the resident's intake documents and file. Upon completion of the intake process, the individual will sign and date the admission agreement; the original will be placed in the resident file within 24 hours and the resident will receive a copy. Within 24 hours from time of admission, the physician will complete an incidental medical services certification form for all admitted individuals.

Section	Subsection(s)
IN-SERVICE EDUCATION	**Policy and Procedure** **Ongoing In-Service Education** **Training and Development**

Policy and Procedure

An effective employee relations program includes a training component to ensure that our staff has the necessary information to perform their duties. Furthermore, employees who are well trained and adequately informed about the correct procedures for performing their duties generally experience a significantly higher level of job satisfaction than employees who have not received the proper training.

Hygea Detox is committed to providing staff with job-related training for a safe and efficient program operation. Employee positions and job responsibilities will decide the type and quantity of training required. Hygea Detox has an annual minimum training standard that must be met. Employees and supervisors are encouraged to verbalize perceived training needs to the Program Director.

An orientation program is conducted for all newly hired employees. The primary purpose is to acquaint new employees with Hygea Detox's mission, its rules and policies, and the needs of the region's specific client population. Orientation training may vary based on the services provided; however, each employee will be required to complete the number of orientation training hours required, in the time frames required.

Additional annual training will be conducted according to the overall facility-training plan. The training plan is designed to promote the professional development and efficient job performance of each employee. This training plan is updated annually based on Hygea Detox and employee needs. Employees are also encouraged to improve their job skills through participation in educational programs for higher learning.

Hygea Detox requires that each employee receive yearly training based on the programs services. The training plan will be included as a part of each employee's annual training. First Aid and CPR training will be given as needed.

All personnel are expected to attend, participate in, and evaluate all scheduled training sessions. The Employee is also encouraged to assist in the development of their individual training based on his or her needs that have identified, and to pursue other means of applicable training and education.

Hygea Detox encourages staff to attend seminar and programs so that they may discuss new developments in the field, to encourage guest participation, and to provide a forum for sharing individual experiences. In addition, numerous staff meetings are held to provide a forum for shared experiences.

Hygea Detox also encourages employees to subscribe to journals and publications provided by their certifying organization. Hygea Detox also makes available to all employees relevant training materials and publications dealing with substance use disorders.

All staff training, seminars, and programs are documented and maintained as part of the training plan, and a copy of all training is placed in the personnel file of each employee.

Ongoing In-Service Education

Staff will have ongoing education in the following areas:

- Recognizing and understanding emotional problems;
- Social needs of clients;
- Community Resources;
- Management of Problem Behaviors;
- Treatment Plan Development;
- Confidentiality;
- Cultural issues;
- Interpersonal relations and communications skills;
- Client dignity and privacy;
- Conflict resolution;
- Infection Control;
- Fire Prevention and Safety;
- Accident prevention and safety;
- CPR/1st aid/choking intervention
- Sexual issues; and
- Use of un-licensed, un-certified, or un-registered staff.

Training and Development

The facility maintains its own in-service training schedule and the Administrator will keep attendance logs documenting residents, dates, and times, presenters and topics covered. Trainers may be employees with special expertise, volunteer speakers from other facilities or agencies, local colleges or other community resources or technical assistance consultants. Professional continuing education providers, by members of the recovery treatment community and by other qualified groups will disseminate information regularly regarding upcoming training opportunities offered by Hygea Detox.

Staff who attend approved trainings are expected to share what they learn with their colleagues and co-workers and to provide copies of any appropriate printed materials from such trainings. Through staff evaluation forms, staff will be further trained in areas they are lacking.

In addition, staff are encouraged to attend various seminars and programs that are held to discuss new developments in the field; Hygea Detox also encourages guest residents to speak and provide a forum for sharing resident experiences. Hygea Detox provides pertinent professional journals and publications to all program staff.

All personnel are expected to attend, participate in, and evaluate all scheduled training sessions. The employee is also encouraged to assist in the development of their resident training based on his or her needs that have identified, and to pursue other means of applicable training and education. Evidence of all training is kept in the personnel file for each employee a minimum of three years from the date of training. All personnel are trained and have the necessary experience that provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance.

Title **SUB-ACUTE DETOXIFICATION**	Section **Detoxification Protocols**

Detoxification Protocols

Hygea Detox is a 24 hour, detoxification treatment facility licensed as an Intermediate Care Facility to provide detoxification services from alcohol and other drugs in a safe and therapeutic environment. Hygea Detox's program is designed to administer to the severity of the resident's level of intoxication to achieve a safe and supportive withdrawal from alcohol and/or other drugs, and to effectively facilitate their smooth transition into ongoing treatment services through appropriate referral providers based on a client's individual needs.

Hygea Detox provides a medically monitored detoxification program by licensed, certified, and registered counselors that have the relevant experience to deal with residents in this delicate state of treatment. All staff will have at least two years of sobriety, current tuberculosis test results (and annually updated), first aid/CPR certification, and a minimum of one year working with alcohol/drug residents.

Licensed, certified, and registered detoxification staff members are specifically trained in the following areas of observation: Evaluation; detoxification symptoms and protocols, crisis procedures; proper documentation; and, referral services. Only qualified and trained staff will monitor and/or supervise individuals receiving detoxification treatment services.

At least one staff member is specifically assigned to the observation of detoxification residents at all times during a resident's initial 72 hours of undergoing detoxification services. The assigned staff physically checks each resident for breathing by a face-to-face physical observation at least once every 30 minutes during the first 72 hours after admission. Resident monitoring includes the physical checking of resident's vital signs: Breathing, heart rate, blood pressure, and state of orientation.

After 24 hours, close observation and physical checks may be discontinued or reduced based upon a determination by a staff member trained in providing detox services. Documentation of the information that supports a decrease in close observation and physical checks shall be documented in the resident's file.

Each service is dependent on the individual served and the level of residential detoxification services required to smoothly transition the individual to ongoing treatment. Should the resident require medical services beyond the capacity of the program, a referral will be made to transfer the resident to a more appropriate level of service.

Although our facility may allow a resident to bring physician prescribed medications to aid in the detoxification process to the extent permitted and/or required by applicable law, , in the case of an emergency the resident is immediately transported to the nearest emergency room, if necessary.

Potential residents that do not require the full resources of a medically managed intensive inpatient detoxification facility and would benefit from medically monitored inpatient services including withdrawal management are appropriate for treatment. If referred by another agency or acute hospital, Hygea Detox intake staff ensures all previous services are properly documented in their resident file and provided to assessment staff, who can properly assess and match their needs to services our agency provides or make a referral to a more appropriate facility. Each admitted resident is closely screened by qualified staff to ensure resident safety and referred, if needed or require more acute care, to their choice of an independent physician.

Hygea Detox maintains and makes available to residents a current list of resources within the community that offers additional services that are not provided within the program. Program policies and procedures identify the conditions under which referrals are made. For each resident for whom a referral is made, an entry is made in the resident's file, documenting the procedure for making the referral, and following-up with the referral and the agency to which the referral was made.

Section **INFECTION AND SPREAD OF INFECTION**	Subsection **HIV/AIDS Protocol**

HIV/AIDS Protocol

It is the policy of Hygea Detox to provide guidelines and procedures to assist in the surveillance, prevention, and control the spread of communicable diseases and infections, especially "priority risks" within the population served, including Lice, Conjunctivitis, HIV, Hepatitis, Scabies, and TB. The physician is responsible for reading and making the final determination of any test results within five days from date of receipt. All testing results are read by the physician and documented in the resident file within 24 hours.

Staff development programs guided by the findings of the quality assurance program include yearly CPR/first aid certification for all staff who provide direct services to clients regular AIDS/HIV instruction/education (yearly) and at time of employment (documented in employment file for each employee).

Our program actively seeks appropriate training for staff development yearly (administrative, clinical and support). Sixteen hours of HIV related education for staff members is planned annually. Each staff person is encouraged to improve his/her capabilities through an individual training plan updated yearly by supervisors. A list of covered topics is generated yearly and documented. All training is documented in updated resumes submitted yearly by all staff (required HIV training and CPR/first aid as well) or in employment files.

Section **INFECTION AND SPREAD OF INFECTION**	Subsection **Infection Control & Infectious Waste**

Infection Control & Infectious Waste

An infection control program is in effect to assure a healthy, comfortable, safe, and sanitary environment so that infectious conditions, occasionally acquired or brought in from the community will not pose a hazard for clients, personnel or the environment.

General Policy

1. Infection control involves the environment and personnel; including, staff and independent practitioners, volunteers, students, and clients.

2. There will be screening methods to detect the presence of infectious conditions in the environment, among personnel, and among clients.

3. There will be specific measures to maintain a sanitary environment and to control the development of infectious conditions. These will include the use of standard precautions and contact, droplet, and airborne precautions as necessary. Clients with significant infections will be transferred to a medical facility for continued treatment.

4. There will be methods to contain suspected or confirmed infectious conditions and to prevent their transmission. The facility will provide an adequate supply of appropriate materials for the purpose of containing or preventing the transmission of infectious conditions.

5. All personnel will be informed of infectious or potentially infectious conditions related to their job in language understandable to them. This will be accomplished during the employee orientation program and through annual training.

6. A standard internal reporting mechanism will be used to report suspected or confirmed cases or situations as they occur. Diseases reportable to the State will also be communicated to the Health Department. In specific cases when the State designates, the Health Department will be notified by telephone. Reported conditions will be investigated and appropriate corrective action taken and evaluated. Trends in the types of infections identified by the Health Department will be reviewed routinely as part of the infection control program.

7. Adequate systems to support information access, laboratory support, and equipment and supplies to ensure the infection control programs will be put in place.

8. No infectious waste be generated by this facility.

9. Personal protective equipment include gloves, hand sanitizer, and safety goggles will be used as appropriate and to extent required by law

10. Infection control supplies and disinfectants will be used on all hard surfaces. All medical supplies will be kept in cabinets and in sanitary containers. All used medical supplies will be disposed of in covered trash receptacles.

Infection Control Committee

The Infection Control Committee will consist of representatives from each area governed by this policy. This Committee will be responsible for the development of policies and procedures to carry out the infection control function in a manner that complies with State and Federal regulations, OSHA standards, and CARF regulations.

The Infection Control Committee will be responsible for the annual evaluation of the effectiveness of the program and its policies and procedures and will make recommendations to amend or revise policy/program as needed. The committee will meet on a quarterly basis.

The quarterly report will include the following:

- Facility acquired infections (those that appear 72 hours or more after admission);
- Community acquired infections (those present on admit);
- Reportable diseases; and/or
- Employee exposures.

Infection Control Officer

The Program Director is the designated Infection Control Officer. The Infection Control Officer will coordinate all infection control activities. The Infection Control Officer will investigate all reports of infectious conditions, will verify the implementation of corrective measures, and will document the relevant findings and outcomes. The Infection Control Officer will remain current on infection control issues by utilizing the APIC website and other authoritative information sources on infection control.

Client Population

It is the responsibility of the Infection Control Officer to report any infection or potentially infectious condition among clients. A determination of the presence of infection will be made and an individual infection report will be submitted by the Infection Control Officer. The situation will be handled in one of the following manners:

- The client is referred to a physician for evaluation

- The client is instructed regarding the prevention of transmission
- The client is given a medical discharge or transfer; or
- No action is deemed necessary at the time.

Staff Illness or Infection

It is the responsibility of every supervisor to monitor his/her staff regarding infection or potentially infectious conditions they may have that might contaminate the environment. It is the duty of the supervisor to contain or prevent any further contamination should they suspect a potentially infectious situation has occurred. To do so, they are to refer the staff person to the Infection Control Officer.

It is also the responsibility of the supervisor to monitor personnel who have repeated illnesses, especially when the illness consists of symptoms indicative of infectious conditions. It is the right and responsibility of the supervisor to refer this situation to the Infection Control Officer, who will then determine the need for possible screening procedures. Screening is accomplished through the employee's personal physician with the financial responsibility for such screening belonging to the employee.

In the event that an employee becomes exposed to an infectious condition in the line of duty, an incident report will be completed, and the Infection Control Officer will investigate and take appropriate action.

Staff exposures should be limited since no injections will be done by facility staff. Any open wounds of clients or staff will remain covered at all times. Clients are responsible for changing their own dressings.

Facility Acquired Infections

A facility acquired infection is defined as one whose symptoms appear after 72 hours of admission. All infectious or potentially infectious conditions among personnel or clients are referred to the Infection Control Officer for investigation. Their findings are documented on an individual infection report. When resolution is achieved, the Infection Control Officer permanently files the report with the infection control records. Facility acquired infections will be identified on the report when possible.

In addition, these reports will summarize quarterly trends of incidents of infectious illnesses to the Infection Control Committee.

Report to Referring or Receiving Organization

When a referring facility becomes aware that a client they have transferred has an active infection for which treatment should start or change, the referring facility should communicate

this to the receiving facility. If a receiving facility identifies an infection not identified by the referring facility, the receiving facility will communicate the omission to the referring facility.

Staff Precautions

Employees absent for three or more consecutive workdays due to illness must submit verification from their physician to their supervisor on the date of return to work. These are filed in their individual personnel records. Employees with an infectious condition will not report to work until symptoms are resolved.

Staff will report any infection control issues or situations to the Infection Control Officer. Staff will consider all body secretions as potentially infectious. Staff will consider that all solid waste is potentially infectious.

Staff will take specific measures to protect themselves from contamination as needed: i.e., the use of disposable gloves. Staff will wash their hands frequently. If contamination occurs, staff will wash their hands immediately after removing gloves. Staff who suspect that they have been contaminated should report to their supervisor immediately.

Statement of Authority

The Infection Control Officer has the authority to institute any surveillance, prevention, and control measures or studies when there is reason to believe that any client or personnel is in danger because of infection.

Time-Allotted Infection Control

According to the needs of the clients, it is estimated that the Infection Control Officer position should account for 10% of the staff member's time. This time may include time delegated to other staff members; time will be spent on infection surveillance, prevention, and control activities.

Coronavirus Disease (COVID-19) Awareness and Prevention

It is the Policy of Hygea Detox, LLC to identify risks as the CDC and WHO has identified COVID- 19 as a pandemic, and expectations of the Coronavirus spreading throughout the United States.

As a preemptive measure, Hygea Detox, LLC follows guidelines of the CDC and develops measures to properly look at risks associated with any pandemic situation.

[Due to the rapid pace of information concerning this disease, Hygea Detox will evaluate and complete a policy concerning this issue in the 90 day period prior to project opening]

Section **UTILIZATION REVIEW**	Subsection **N/A**

This Facility Administrator and Program Director meet monthly no later than the 5th day of each month. The main goal of this meeting is to obtain, review, and assess all information related to the proper utilization of the facility's resources. Their objective is to measure resource over or underutilization so that this information may be analyzed and corrected for better functioning of the program. Their compliance within the limits of parameters set by Hygea Detox's governing body is observed and remedied if necessary. Any alterations or compliance failures are adjusted to maintain cost-effectiveness as designated by the governing body.

The methods of identifying utilization related problems will include, but are not limited to:

- Analysis of appropriateness and clinical necessity of admission;
- Continued client stay;
- Supportive services;
- Analysis of delays in provision of supportive services;
- Examination of the findings of related Quality Assurance activities and other current relevant documentation; and
- Documentation will include monitoring of client files, staff, and personnel files, procurement and financial reports and menu development where appropriate, outside monitoring reports, and program evaluation reports.

The following sampling procedures will include, but are not limited to:

- Total hours of actual counseling administered by each counselor;
- Random assessment of counseling in relation to the counselor's caseload;
- Client file review in increments of units of service per month for quality of documentation, including a chart review of all files on a monthly basis;
- Establishment of norms to be developed on a quarterly basis measuring discharge and length of stay;
- Monitoring of client questionnaires and complaints or compliments, including evaluation of outside monitoring reports; and
- Review of medical and psychological conditions in relation to admissions and discharges.

The purpose of the utilization review is to ensure that high quality client care is provided through the effective and efficient utilization of the program resources and services. Utilization monitoring includes, but is not limited to a review of the following:

1. Appropriateness of client admissions and discharges (criteria)
2. Appropriateness of continued stay (criteria).
3. Quality of services provided.
4. Review of client waiting lists and payor source.
5. Annual review of total units and types of services
6. Review of records of clients involuntarily terminated.
7. Review of appropriateness of referrals to other agencies.
8. Post treatment referral for admissions.
9. Coordination of assessment treatment and termination of services.
10. Physical and other types of consultation.
11. Sample surveys of persons served and referral agency or related service agency.

Utilization review also:

1. Identifies gaps in service.
2. Promotes opportunities to improve service delivery (trends/patterns in service use).

EXHIBIT 11

RECIPROCAL REFERRAL AGREEMENT

Hygea Detox at Camp Meade, LLC ("Hygea Detox at Camp Meade") has submitted a Letter of Intent to the Maryland Health Care Commission stating its intent to apply for a Certificate of Need to establish a program located in Anne Arundel County Maryland that will offer all services permitted to be provided by a Track One Intermediate Care Facility including services classified by American Society of Addiction Medicine ("ASAM") as Level III.7 - Medically Monitored Intensive Inpatient Services Withdrawal Management and Level III.7D - Medically Monitored Inpatient Detoxification).

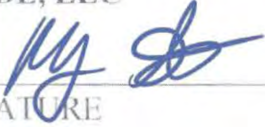
The undersigned acknowledge that a reciprocal agreement has been established between Hygea Detox at Camp Meade and Maryland Addiction Recovery Center subject to First Use Approval and appropriate licensure and/or accreditation of Hygea Detox at Camp Meade. Both parties agree to refer and accept referrals of appropriate eligible patients including patient who may be eligible for charity care, in accordance with program policy and producers and in compliance with federal state and county standards governing the confidentiality of patient information. Any information needed for continuity of care will be furnished upon request provided that all confidentiality requirements have been met. In addition, it is understood that patients appropriate for admission shall be treated without regard to race, religion sex, sexual preference national origin or physical disability.

Maryland Addiction Recovery Center provides the following services related to alcohol and substance abuse disorder treatment, for which Hygea Detox at Camp Meade may refer patients pursuant to this agreement:

PROVIDER SERVICES RELATED TO
ALCOHOL AND SUBSTANCE USE DISORDER TREATMENT

- Partial Hospitalization, Intensive Outpatient, General Outpatient

Nothing in this agreement shall be construed as limiting the rights of either party to enter into similar agreements with any other facility or provider. This agreement may be terminated by either party with 30 days written notice to the other. This agreement becomes effective on the date signed below and will remain in effect for two years unless terminated in writing by either party.

HYGEA DETOX AT CAMP MEADE, LLC	Maryland Addiction Recovery Center
	
SIGNATURE	SIGNATURE
CEO	CFO
TITLE	TITLE
06/05/2023	6/5/23
DATE	DATE

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MEMORANDUM OF UNDERSTANDING

Hygea Detox at Camp Meade, LLC ("Hygea Detox at Camp Meade") has submitted a Letter of Intent to the Maryland Health Care Commission stating its intent to apply for a Certificate of Need to establish a program located in Anne Arundel County, Maryland that will offer all services permitted to be provided by a Track One Intermediate Care Facility, including services classified by American Society of Addiction Medicine ("ASAM") as Level 3.7 - Medically Monitored Intensive Inpatient Services Withdrawal Management, and Level 3.7D - Medically Monitored Inpatient Detoxification.

Hygea Detox at Camp Meade and Sheppard Pratt Health System, Inc. ("Hospital" and, together with Hygea Detox at Camp Meade, the "Parties") acknowledge that, commencing at such time as Hygea Detox at Camp Meade obtains First Use Approval and appropriate licensure and/or accreditation, each Party may, from time to time, refer appropriate, eligible patients to the other Party for services provided by such other Party, and each Party hereby agrees to use its best efforts to accommodate and accept any such referrals where appropriate. Without limitation, Hospital agrees to receive referrals from Hygea Detox for services provided by Hospital, including emergency and inpatient acute hospital services.

The Parties further agree that any such referrals shall only be made in accordance with applicable policies and procedures of each Party, and in compliance with federal, state and county laws, rules, regulations and standards, including without limitation, the Federal Anti-Kickback law (42 U.S.C. § 1320a-7b) and the regulations promulgated thereunder, the Stark Law (42 U.S.C. § 1395nn) and the regulations promulgated thereunder, as well as all laws governing the confidentiality of patient information. Without limiting the foregoing, the parties agree to institute appropriate procedures for safeguarding confidential patient information as governed by 42 C.F.R., Part 2, the Health Insurance Portability and Accountability Act, as amended, and other applicable federal and state law. Any information needed for continuity of care will be furnished upon request provided that all such confidentiality requirements have been met. In addition, it is understood that patients appropriate for admission shall be treated without regard to race, religion, sex, sexual preference, national origin, or physical disability.

Nothing in this agreement shall be construed as limiting the rights of either party to enter into similar agreements with any other facility or provider. This agreement may be terminated by either party with 30 days written notice to the other. This agreement becomes effective on the date signed below and will remain in effect for two years unless terminated in writing by either party.

HYGEA DETOX AT CAMP MEADE, LLC	**Sheppard Pratt Health System, Inc.**
[signature]	Jennifer Wilkerson
SIGNATURE	SIGNATURE
CEO	VP and Chief Strategy Officer
TITLE	TITLE
06/05/2023	6/5/23
DATE	DATE

#831023
014168-0002

EXHIBIT 12

SOLOMON AND NISLOW, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
821 NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201
TEL (410) 727-2717
FAX (410) 727-7200

CHARLES M. SOLOMON, CPA
1936 - 1999

ERIC M. NISLOW, CPA

MEMBER
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MARYLAND ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

May 5, 2023

To: Maryland Health Care Commission

RE: Hygea Detox at Camp Meade, LLC

Please be advised that we are the accountants for Mr. Robby Stempler, a member of the above entity, as well as Certified Public Accountants (CPAs).

In our capacity as CPA's, we are bound by the Code of Professional Conduct of the American Institute of Certified Public Accounts (AICPA).

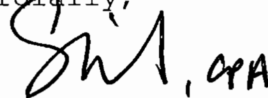
Pursuant to the AICPA Code of Processional Conduct, Independence consists of two elements, independence of mind and independence in appearance, defined further in the AICPA Code of Professional Conduct, 0.400.21. While we provide independent tax and accounting services to Mr. Stempler, we are not employed by him or Hygea Detox at Camp Meade, LLC, or otherwise affiliated with him or Hygea Detox at Camp Meade, LLC. The only financial benefit we derive from Mr. Stempler is through payment for our services as independent CPAs. As a result, we consider ourselves independent CPAs with respect to Mr. Stempler and Hygea Detox at Camp Meade, LLC within the meaning of AICPA Code of Processional Conduct.

In our capacity as CPAs, the AICPA Code of Processional Conduct precludes us from issuing comfort letters, and therefore we are not issuing such a letter.

With that being said and being so precluded, we have considered the member's global cash flow and the entity's projections and there seems to be adequate availability of funds to implement and sustain the proposed Certificate of Need project.

Please feel free to contact us should you have any questions.

Cordially,



Eric M. Nislow, CPA

45 YEARS OF QUALITY SERVICE

EXHIBIT 13

Ashley, Inc. | 800 Tydings Ln., Havre de Grace, MD 21078

800.799.HOPE (4673) | ashleytreatment.org

Ashley
Everything for Recovery

June 7, 2023

Mr. Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215-2299

RE: Certificate of Need Application for Hygea Detox at Camp Meade, LLC

Dear Mr. Steffen,

On behalf of Ashley Addiction Treatment, I am writing to express my strong support for Hygea Detox at Camp Meade's Certificate of Need (CON) application to establish an Intermediate Care Facility providing treatment of alcohol and substance abuse disorders at 817 S Camp Meade Rd, Linthicum Heights, Maryland 21090 (Anne Arundel County). The proposed program will improve access to and availability of these much-needed services for Marylanders.

I understand that Hygea Detox at Camp Meade's proposed program will offer all services permitted to be provided by a Track One Intermediate Care Facility, including services classified by American Society of Addiction Medicine ("ASAM") as Level 3.7 – Medically Monitored Intensive Inpatient Services Withdrawal Management, and Level 3.7D – Medically Monitored Inpatient Detoxification). If this program is approved, I am pleased that patients will have increased access to these services in Anne Arundel County.

Maryland is suffering from a substance use disorder crisis that is devastating local communities. Marylanders deserve to have access to quality programs for the treatment of substance use disorders and the availability of care in one's own community is an important factor to successful, long-term recovery.

I believe Hygea Detox at Camp Meade demonstrates the ability to develop strong clinical programs and provide excellent care to Marylanders suffering from substance use disorders. I respectfully request that the Maryland Health Care Commission approve Hygea Detox at Camp Meade's Certificate of Need application.

Sincerely,

Alex Denstman, MBA
Co-CEO & President
adenstman@ashleytreatment.org
410-273-2265

6/5/2023

Mr. Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Ave
Baltimore, MD 21215-2299

Re: Certificate of Need Application for Hygea Detox at Camp Meade, LLC

Dear Mr. Steffen:

On behalf of Maryland Addiction Recovery Center, I am writing to express my strong support for Hygea Detox at Camp Meade's Certificate of Need (CON) application to establish an Intermediate Care Facility providing treatment of alcohol and substance abuse disorders at 817 S Camp Meade Rd, Linthicum Heights, Maryland 21090 (Anne Arundel County). The proposed program will improve access to and availability of these much needed services for Marylanders.

I understand that Hygea Detox at Camp Meade's proposed program will offer all services permitted to be provided by a Track One Intermediate Care Facility, including services classified by American Society of Addiction Medicine ("ASAM") as Level 3.7 – Medically Monitored Intensive Inpatient Services Withdrawal Management, and Level 3.7D – Medically Monitored Inpatient Detoxification). If this program is approved, I am pleased that patients will have increased access to these services in Anne Arundel County.

Maryland is suffering from a substance use disorder crisis that is devastating local communities. Marylanders deserve to have access to quality programs for the treatment of substance use disorders, and the availability of care in one's own community is an important factor to successful, long-term recovery.

I believe Hygea Detox at Camp Meade demonstrates the ability to develop strong clinical programs and provide excellent care to Marylanders suffering from substance use disorders. I respectfully request that the Maryland Health Care Commission approve Hygea Detox at Camp Meade's Certificate of Need application.

Sincerely,

Sheppard Pratt

May 8, 2023

Mr. Ben Steffen
Executive Director
Maryland Health Care Commission
4160 Patterson Ave
Baltimore, MD 21215-2299

Re: Certificate of Need Application for Hygea Detox at Camp Meade, LLC

Dear Mr. Steffen:

On behalf of Sheppard Pratt, I am writing to express my strong support for Hygea Detox at Camp Meade's Certificate of Need (CON) application to establish an Intermediate Care Facility providing treatment of alcohol and substance abuse disorders at 817 S Camp Meade Rd, Linthicum Heights, Maryland 21090 (Anne Arundel County). The proposed program will improve access to and availability of these much needed services for Marylanders.

I understand that Hygea Detox at Camp Meade's proposed program will offer all services permitted to be provided by a Track One Intermediate Care Facility, including services classified by American Society of Addiction Medicine ("ASAM") as Level 3.7 – Medically Monitored Intensive Inpatient Services Withdrawal Management, and Level 3.7D – Medically Monitored Inpatient Detoxification). If this program is approved, I am pleased that patients will have increased access to these services in Anne Arundel County.

Maryland is suffering from a substance use disorder crisis that is devastating local communities. Marylanders deserve to have access to quality programs for the treatment of substance use disorders, and the availability of care in one's own community is an important factor to successful, long-term recovery.

Hygea Detox at Camp Meade demonstrates the ability to develop strong clinical programs and provide excellent care to Marylanders suffering from substance use disorders. I respectfully request that the Maryland Health Care Commission approve Hygea Detox at Camp Meade's Certificate of Need application.

Sincerely,

Jennifer Wilkerson

Jennifer Wilkerson
VP and Chief Strategy Officer

EXHIBIT 14

MARYLAND HEALTH CARE COMMISSION

Certificate of Need

TO:	Robby Stempler Hygea Detox, Inc. 400 Redland Court Suite 102 Owings Mills, Maryland, 21117	March 17, 2022 Date
RE:	Hygea Detox, Inc. Establish a new 50 bed Track One Intermediate Care Facility (ICF) providing Level 3.7 and Level 3.7-WM services	21-03-2450 Docket No.

PROJECT DESCRIPTION

This Certificate of Need authorizes Hygea Detox Inc. (Hygea) to establish a new 50 bed Track One Intermediate Care Facility (ICF) providing Level 3.7, Medically Monitored Intensive Inpatient and Level 3.7-WM, Medically Monitored Intensive Inpatient Withdrawal Management (Detoxification) services. The proposed Level 3.7/3.7WM program will operate at 1210 Middle River Road, Baltimore, Maryland, 21237.

Hygea will be working with Middle River Ventures, real estate developers, to construct the project and enter into a 12-year lease of the facility from Middle River Ventures. Middle River Ventures will fund the majority of the expenditure related to the land and construction of the facility. The total estimated project cost is $11,464,672, with the applicant's contribution $482,840 for equipment, furnishings, working capital, and consulting expenses. The applicant's portion of the total cost for this project will be funded with a business loan.

ORDER

The Maryland Health Care Commission reviewed the Staff Report and Recommendation and based on that analysis and the record of the review, ordered on March 17, 2022, that a Certificate of Need be issued for the project with the following three conditions:

1. Hygea Inc. shall document the provision of a minimum of 15% of patient days to indigent and gray area patients, as defined at COMAR 10.24.14.08B(9) and (11), by submitting annual reports auditing its total days and the provision of days to indigent and gray area patients as a percentage of total days. Such audit reports shall be submitted to the Commission following each fiscal year, from the project's inception and continuing for five years thereafter;

2. Hygea Inc. must receive preliminary accreditation for the Level 3.7 services it will provide, including withdrawal management and post-withdrawal treatment programming, by the Commission on the Accreditation of Rehabilitation Facilities (CARF) prior to First Use Approval by the Commission and must timely receive final accreditation by CARF; and

3. Hygea Inc. shall document referral agreements, prior to First Use approval by the Commission, demonstrating that at least 15 percent of its annual patient days, required by COMAR 10.24.14.08, will be incurred by the indigent or gray area populations, including days paid under a contract with the Behavioral Health Administration or a jurisdictional alcohol or drug abuse authority, or the Medical Assistance program; [COMAR 10.24.14.05K(2)].

PERFORMANCE REQUIREMENTS

In accordance with COMAR 10.24.01.12C(3)(c), the project is subject to the following performance requirements:

1. Obligation of not less than 51 percent of the approved capital expenditure, as documented by a binding construction contract, within eighteen (18) months of the date of this Certificate of Need;

2. Initiation of construction no later than four months after the effective date of the binding construction contract; and

3. Documentation that the approved project has been completed, has been licensed, and has met all legal requirements and is providing the approved services no later than eighteen (18) months after the effective date of the binding construction contract.

Failure to meet these performance requirements will render this Certificate of Need void, subject to the requirements of COMAR 10.24.01.12 F through I.

PROPOSED CHANGES TO THE APPROVED PROJECT

Before making any changes to the facts in the Certificate of Need application and other information provided to the Commission, Hygea must notify the Commission in writing and receive Commission approval of each proposed change, including the obligation of any funds above those approved by the Commission in this Certificate of Need, in accordance with COMAR 10.24.01.17. Pursuant to COMAR 10.24.01.17B(2), the project cannot incur capital cost increases that exceed the approved capital cost inflated by an amount determined by applying the Building Cost Index published on a quarterly basis by IHS Economics in the Healthcare Cost Review unless CSI obtains a modification of this Certificate of Need from the Commission. Instructions for

determining the threshold that necessitates Commission review and approval of changes to the capital cost approved in this Certificate of Need are located on the Commission's website at: http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_con/hcfs_con.aspx.

DESIGN APPROVAL AND FACILITIES LICENSURE BY DHMH

This Certificate of Need does not constitute a license or replace any approvals required by the Office of Health Care Quality or others within the Maryland Department of Health (MDH). Hygea must provide MDH with all information it requires for plan approval, facility licensure, and putting into putting the facility into operation, including information pertaining to project design and specifications.

QUARTERLY STATUS REPORTS

Hygea must submit quarterly status reports on the approved project to the Commission, beginning June 17, 2022, three months from the date of this Certificate of Need, and continuing, at three-month intervals, until the completion of the project.

REQUEST FOR FIRST USE REVIEW

Hygea must request in writing, not less than 60 days but not more than 120 days before the first use of the approved ICF facility, a first use review from the Commission, specifying the anticipated date of first use and documenting that the project has been substantially completed and will be completed, within 120 days or less, in a manner and at a cost consistent with this Certificate of Need. Commission staff will review the request in consultation, as necessary, with OHCQ, and in accordance with COMAR 10.24.01.18 to determine whether the project conforms with the Certificate of Need. First use approval does not constitute a license or replace any approvals required by OHCQ or others within MDH to operate new space within an existing health care facility. Therefore, Hygea should assure that OHCQ is notified of the imminent completion of the project and should arrange for completion of any inspections and or approvals required by OHCQ in a timely manner. First use approval remains in effect for 90 days. If first use of the new ICF facility does not occur within 90 days of approval, Hygea shall reapply for first use approval.

ACKNOWLEDGEMENT OF RECEIPT OF CERTIFICATE OF NEED

Acknowledgement of your receipt of this Certificate of Need, stating acceptance of its terms and conditions, is required within thirty (30) days.

MARYLAND HEALTH CARE COMMISSION

Ben Steffen
Executive Director

cc: Patricia T. Nay, M.D., Executive Director, Office of Health Care Quality
Gregory Wm. Branch, M.D., Health Officer, Baltimore County
Thomas Dame, Esquire, Gallagher, Evelius & Jones
Ella, Aiken, Esquire, Gallagher, Evelius & Jones