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November 1, 2024

Ruby Potter  
Health Facilities Coordination Officer  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

Re: Foundations Inpatient LLC  
CON Application- Intermediate Care Facility

Dear Ms. Potter:

On behalf of the applicant Foundations Inpatient LLC, we are submitting an electronic version and six (6) hard copies of its Certificate of Need Application and related exhibits.

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

Please contact me at the above noted contact information if you have any questions.

Sincerely,



Darci Smith

CC: Della Leister, RN, Deputy Health Officer, Baltimore County Health Department

Wynee Hawk, RN, JD, Director, Center for Health Care Facilities Planning and Development, MHCC

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Updated May 2024

**MARYLAND  
HEALTH  
CARE  
COMMISSION**

\_\_\_\_\_  
**MATTER/DOCKET NO.**

\_\_\_\_\_  
**DATE DOCKETED**

**APPLICATION FOR CERTIFICATE OF NEED  
ALCOHOLISM AND DRUG ABUSE INTERMEDIATE CARE  
FACILITY TREATMENT SERVICES**

**ALL APPLICATIONS MUST FOLLOW THE FORMATTING REQUIREMENTS DESCRIBED IMMEDIATELY BELOW. NOT FOLLOWING THESE FORMATTING INSTRUCTIONS WILL RESULT IN THE APPLICATION BEING RETURNED.**

Required Format:

Table of Contents. The application must include a Table of Contents referencing the location of application materials. Each section in the hard copy submission should be separated with tabbed dividers. Any exhibits, attachments, etc. should be similarly tabbed, and pages within each should be numbered independently and consecutively.

**The Table of Contents must include:**

- Responses to PARTS I, II, III, and IV of this application form
- Responses to PART IV must include responses to the standards in the State Health Plan chapter that apply to the project being proposed.
  - All Applicants must respond to the Review Criteria listed at 10.24.14.05(A) through 10.24.14.05(P) as detailed in the application form.
- Identification of each Attachment, Exhibit, or Supplement

Application pages must be consecutively numbered at the bottom of each page. Exhibits attached to subsequent correspondence during the completeness review process shall use a consecutive numbering scheme, continuing the sequencing from the original application. (For example, if the last exhibit in the application is Exhibit 5, any exhibits used in subsequent responses should begin with Exhibit 6. However, a replacement exhibit that merely replaces an exhibit to the application should have the same number as the exhibit it is replacing, noted as a replacement.

## SUBMISSION FORMATS:

We require submission of application materials and the applicant's responses to completeness questions in three forms: hard copy; searchable PDF; and in Microsoft Word.

- **Hard copy:** Applicants must submit six (6) hard copies of the application to:

Health Facilities Coordinator  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, Maryland 21215

- **PDF:** Applicants must also submit *searchable* PDF files of the application, supplements, attachments, and exhibits. All subsequent correspondence should also be submitted both by paper copy and as *searchable PDFs*.
- **Microsoft Word:** Responses to the questions in the application and the applicant's responses to completeness questions should also be electronically submitted in Word. Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables (the native format). This will expedite the review process.

Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables in their native format. This will expedite the review process.

PDFs and spreadsheets should be submitted to: [mhcc.confilings@maryland.gov](mailto:mhcc.confilings@maryland.gov)

**Note that there are certain actions that may be taken without CON review and approval. Most such instances are found in the Commission's procedural regulations at COMAR 10.24.01, .03, .04 and .05. For those types of matters the procedural regulations require the submission of specified information to the Commission and may require approval by the full Commission. Contact CON staff at: [mhcc.confilings@maryland.gov](mailto:mhcc.confilings@maryland.gov)**

A pre-application conference will be scheduled by Commission Staff to cover this and other topics. Applicants are encouraged to contact Staff with any questions regarding an application.



[mhcc.maryland.gov](http://mhcc.maryland.gov)

GFRDOCS\55582\154695\11272752.v1-10/31/24

PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Foundations Inpatient Facility: \_\_\_\_\_

Address:

**7131 Windsor MD 21244 Baltimore**  
**Rutherford Rd**  
 \_\_\_\_\_  
 Street City Zip County

2. Name of Owner: Foundations Inpatient, 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.

**MBM Ventures, LLC is the sole member of Foundations Inpatient, LLC. MBM Ventures is solely owned by Baruch Rabhan.**

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) **Foundations Inpatient, LLC**

Address:

7131 Rutherford Rd	Windsor	21244	MD	Baltimore
	City	Zip	State	County
Telephone:	1-833-714-1652			



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

Same as applicant

---

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
- C. Partnership
- General
- Limited
- Limited Liability Partnership
- Limited Liability Limited Partnership
- Other (Specify): \_\_\_\_\_
- D. Limited Liability Company  \_\_\_\_\_
- E. Other (Specify): \_\_\_\_\_

6. CONTACT PERSON

A. Lead or primary contact:

Name and Title: Aharon Kibel, Chief Operating Officer



Company Name Amatus Health

Mailing Address:

**10461 Mill Run Circle, Suite 810**  
Street

**Owings Mills**  
City

**2111**  
7  
Zip

**MD**  
State

Telephone: 786-564-9339

E-mail Address (required): AKibel@amatushealth.com

B. Additional or alternate contact:

Name and Title:

Darci Smith,  
Attorney

Company Name

Gordon  
Feinblatt  
LLC

Mailing Address:

1001 Fleet Street Suite 700  
Street

Baltimore  
City

21202 MD  
Zip State

Telephone: 410-576-4153

E-mail Address (required): dsmith@gfrlaw.com

7. NAME OF THE OWNER OF THE REAL PROPERTY and Improvements (if different from the licensee or proposed licensee)

Legal Name of the Owner of the Real Property  
Lyon Group I Joint Venture, LLC

Address:

2560 Lord Baltimore Drive

Baltimore

21244

MD

Baltimore  
City  
County

Street

City

Zip

State

County



Telephone: 410-788-0100

8. If a management company or companies is or will be involved in the clinical or financial management of the facility or will provide oversight of any construction or renovation part of this APPLICATION, identify each company or individual that will provide the describe the services that will be provided. Identify any ownership relationship management company and the owner of the facility, and/or the real property or any r

Name of Management Company: Amatus Health, LLC

Address:

1825 Woodlawn Drive                      Baltimore                      21207                      MD                      Baltimore  
Street    City    Zip    State    County

Telephone: 1-833-641-0577

**\*Please provide a chart showing the breakdown of ownership that includes the owners of the real property and operations. Please include the management company if applicable.**

Lyon Group I Joint Venture, LLC (“Landlord”) owns the property at 7131 Rutherford Rd, Windsor Mill, Maryland 21244 (“Premises”). Lyon Group engaged St. John Properties, Inc., (“Property Manager”) as a property manager for the Premises. The Landlord, and Foundations Recovery Center, LLC, entered into a lease for the Premises in June 2021. Foundations Recovery Center, LLC, is wholly owned by MBM Ventures, LLC, which is also the sole owner of Foundations Inpatient, LLC.

On January 2, 2024, the above named parties entered into a Lease Assignment and Ninth Amendment to Lease which assigned the lease of the Premises from Foundations Recovery Center, LLC to Foundations Inpatient, LLC. See Exhibit 1.

## 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 hospital makes a capital expenditure, as defined in Health-General Article, §19-120(a)(4) and §19-120(k), Annotated Code of Maryland that exceeds the hospital capital threshold



## 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

**In 2021, Foundations Recovery Center, LLC, (“Foundations Recovery”) another entity owned by MBM Ventures, LLC, leased the property at 7131 Rutherford Rd, Windsor Mill, Maryland, 21244 (“Rutherford”) with the intent of opening a Level III.5 residential program, which does not require a Certificate of Need (“CON”). With this intent, Foundations Recovery began renovations of the property. In January 2024, Foundations Recovery entered into a sublease with Foundations Inpatient, LLC (“Foundations Inpatient”), the applicant in this CON application. Foundations Recovery Center never opened at the Rutherford location.**

**Foundations Inpatient is solely owned by MBM Ventures, LLC, which also owns other treatment programs in Maryland, including Baltimore Detox Center (“BDC”) which has a CON for twenty-four (24) bed Level III.7 Medically Monitored Intensive Inpatient Withdrawal Management (“Level III.7-WM”) program at 1825 Woodlawn Drive (“Woodlawn”). BDC also has Level III.5 beds at the same facility.**

**Since opening its doors in 2023, BDC’s Level III.7-WM beds have been consistently full. Comparatively, BDC’s Level III.5 residential beds have not been as in demand because of the other Level III.5 providers available in the area.**

**Given this experience and the demonstrated need for Level III.7 MMII beds for those moving out of medically monitored withdrawal treatment, Foundations Inpatient now seeks to open a seventy-five (75) bed Level III.7 MMII program at Rutherford. This higher level program requires a CON.**

**With the Rutherford Level III.7 beds, Foundations Inpatient would be able to treat approximately 900 patients annually. The Rutherford facility will have additional services, including a full gymnasium with plenty of group and living spaces with accommodations that allow year round recreation when the weather does not permit outside activities. The space also allows for more family visitation, which is an important step in the recovery**



process.

**The construction costs have already been incurred and construction has been completed. The costs associated with this CON are now all staffing costs and overhead, which is estimated to be \$286,256.00 for the first 60 days of expenses and operation.**

**Foundations Inpatient is also applying for a license for 75 Level III.5 beds. It is not Foundations Inpatient's intent to operate the beds as Level III.5, however, this license is being acquired as a back up plan and to add additional flexibility for Foundations Inpatient to server the changing needs of the community. Because Foundations Inpatient does not intend to operate Level III.5 beds and Level III.5 beds are not subject to Commission review, the completed Tables that accompany this applications do not include any financial projections for this level of bed.**

**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.

As stated in response to Question 8 of this Part I, the construction was completed previously with the intent of this facility to be a Level III.5 residential program. No additional construction is contemplated or necessary at this time.

Once Foundations Inpatient obtains CON approval, it could apply for First Use approval and open its doors for Level III.7 services within 30 days.

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

#### **10. REQUIRED APPROVALS AND SITE CONTROL**

- A. Site size: 2.69 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  NO  (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

All approvals have been obtained.



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

- (1) Owned by: LYON GROUP 1 JOINT VENTURE, LLC
- (2) Options to purchase held **Foundations Recovery**  
by: \_\_\_\_\_  
Please provide a copy of the purchase option as an attachment. **See Exhibit 1- purchase option is included in original lease.**
- (3) Land Lease held N/A  
by: \_\_\_\_\_  
Please provide a copy of the land lease as an attachment.
- (4) Option to lease held N/A  
by: \_\_\_\_\_  
Please provide a copy of the option to lease as an attachment.
- (5) Other: N/A  
Explain and provide legal documents as an attachment.

### 11. Project Implementation Schedule (COMAR 10.24.01.12A-C)

An application for a CON or other Commission approval shall propose a schedule for implementation of the project in accordance with COMAR 10.24.01.12A(1) that specifies the estimated time for, at a minimum, the following project implementation steps: Obligation of Capital Expenditure, Initiate Construction, Complete Construction and Full Operation.

In developing the schedule, please note that COMAR 10.24.01.12C requires a holder to obligate at least 51 percent of the approved capital expenditure for a project involving building construction, renovation, or both, as documented by a binding construction contract or equipment purchase order, within the following specified time periods:

- (a) An approved new hospital has up to 36 months
- (b) A project involving an approved new non-hospital health care facility or involving a building addition or replacement of building space of a health care facility has up to 24 months
- (c) A project limited to renovation of existing building space of a health care facility has up to 18 months



(d) A project that does not involve construction or renovation shall document that the approved project is complete and operational within 18 months

In a multiphased plan of construction with more than one construction contract approved for an existing health care facility, a holder has:

(a) Up to 12 months after approval to obligate 51 percent of the capital expenditure for the first phase of construction; and

(b) Up to 12 months after completion of the immediately preceding phase of construction to obligate 51 percent of the capital expenditure for any subsequent approved phase of construction.

APPLICANT RESPONSE: **Project Implementation Target Dates:**

**Obligation of Capital Expenditure: No construction is planned for this project.**

**Initiate Construction: No construction is planned for this project.**

**Complete Construction: No construction is planned for this project.**

**Full Operation: Within 30 days of First Use Approval.**

## 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: **Floor plans for the completed facility are attached as Exhibit 2. Please note that the floor plans showing the square footage list the allowed bed occupancy numbers, not the planned numbers (max of**



four beds per room) which is reflected in the floor plans that do not include the square footage but do show the planned beds for each room.

### 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: 7131 Rutherford Rd is currently served by all necessary utilities, and will continue to be served for Foundations Inpatient.**



## PART II - PROJECT BUDGET

### Complete the Project Budget worksheet in the CON Table Package (Table B)

**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: Foundations does not have any construction costs to consider for this project. The cost estimates for staffing and food/supplies were developed by Amatus staff who are familiar with the market costs for these items and services in Baltimore County through managing Baltimore Detox Center.**



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

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

**MBM Ventures, LLC, owned solely by Baruch Rabhan 4400 Pine Tree Dr.,  
Miami Beach, Florida  
Aharon Kibel, COO, Amatus Health, LLC, overseeing operations and  
management of Foundations Inpatient, LLC, 4202 N. Meridian, Miami  
Beach, FL. 33140**

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2. Are all the persons listed in response to Part 1, questions 2, 3, 4, 7, and 8 above now involved, or have they 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, Baltimore Detox Center, 1825 Woodlawn Drive Woodlawn, MD 21207  
Baruch Rabhan through MBM Ventures is the sole owner of BDC starting  
in 11.01.2018.**

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

**No**

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4. Other than the licensure or certification actions described in the response to Question 3, above, has any facility with which any applicant is involved, or has any facility with which any applicant has in the past been involved (listed in response to Question 2, above) ever received inquiries from a federal or any state authority, the Joint Commission, or other regulatory body regarding possible non-compliance with Maryland, another state, federal, or Joint Commission requirements for the provision of, the quality of, or the payment for health care services that have resulted in actions leading to the possibility of penalties, admission bans, probationary status, or other sanctions at the applicant facility or at any facility listed in response to Question 2? If yes, provide, for each such instance, copies of any settlement reached, proposed findings or final findings of non-compliance and related documentation including reports of non-compliance, responses of the facility, and any final disposition or conclusions reached by the applicable authority.



**No**

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

**No**

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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.

10/31/2024  
Date

DocuSigned by:  
Baruch Rabhan  
B28E06EDCDA84C1  
Signature of Owner or Board-designated  
Official

Owner/CEO  
Position/Title

Baruch Rabhan  
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)(h).

**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.**

An application for a Certificate of Need shall be evaluated according to all relevant State Health Plan standards.<sup>1</sup> 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.**

**APPLICANT RESPONSE:** Foundations is applying for a 75 adult bed Level III.7 facility. Through the applicant's experience with Baltimore Detox Center ("BDC"), the applicant has determined that it can consistently fill 75 beds through discharges from detox at BDC (which is a shorter 5-7 day stay) and other area referrals for Level III.7 services. Please also see response to .05B(1)(a) below.

The beds already exist as Level III.5 beds and no additional capital expenditure is necessary. Therefore, the usual goal of preventing unnecessary health care spending cannot be accomplished here by limiting the number of approved beds to 50. If anything, such a limitation

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<sup>1</sup>Copies of all applicable State Health Plan chapters are available on the Commission's web site: <https://mhcc.maryland.gov/mhcc/pages/home/regulations/regulations.aspx>



may jeopardize the facility's ability to function as planned and to become financially viable in the manner anticipated based on a full or near full 75 bed facility. If, for an unforeseen reason, Foundations is not able to fill 75 beds at Level III.7, it always has the option to transition some beds to Level III.5, or convert space at the facility to PHP/IOP.

In addition to the demonstrated need for and ability to fill 75 beds, the Commission Staff has acknowledged in recent recommendations for approval that since amendment in 2019, the law does not require an intermediate care facility to obtain approval prior to increasing the bed capacity at such a facility after obtaining a CON. Md. Health Gen § 19-120(h)(2)(v). See *DWI Services, Inc. d/b/a Avenues Recovery Center of Maryland, Docket No. 22-04-2455*. Therefore, even if the Commission only approves 50 Level III.7 beds, Foundations could immediately increase to 75 beds after obtaining First Use approval. This is mentioned respectfully to point out that approving a lesser number of beds during the CON process would merely be an administrative nuance and not one that would impact the number of Level III.7 beds that Foundations actually operates after First Use approval.

#### **.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*.**

APPLICANT RESPONSE: Applicant is proposing to establish a 75-bed Track One facility in Baltimore County. Although Applicant anticipates that its initial patient mix will be primarily Medicaid patients, Applicant desires the flexibility to pursue and cultivate private pay patients in the future as need changes.

As acknowledged by Commission staff in recent recommendations to the Commission for approval of other detox and intermediate care facilities, the bed need projection for Track One facilities has been made obsolete by the previously noted 2019 amendments to Maryland Law. See *DWI Services, Inc. d/b/a Avenues Recovery Center of Maryland, Docket No. 22-04-2455, Staff Report and Recommendation; and Hygea Detox at Camp Meade, LLC, Docket No. 23-02-2468, Staff Report and Recommendation*. The Staff stated that using the methodology in the State Health Plan "to avoid oversupplying the market with ICF beds cannot be equitably achieved through the methodology because MHCC no longer has regulatory oversight of the expansion of ICF bed capacity and, thus, no longer has regulatory control over the supply of ICF beds." See *DWI Services, Staff Report and Recommendation pg. 5*.

Notwithstanding the foregoing, the Applicant offers the following to support the need for an additional 75 Level III.7 beds in Baltimore County. As was recently reported by the New York Times, Baltimore has the highest rate of overdoses in the country. The NYTs reported that the



number of opioid deaths has been raising in recent years and the death rate from 2018 to 2022 in Baltimore was nearly double that of any other large city.<sup>2</sup>

The Maryland Department of Health maintains a data base of opioid abuse data that currently reflects that from September 2023 through August 2024, Emergency Department visits related to opioid overdose totaled 1374 in Baltimore County and 3588 in Baltimore City. In the same time period, the number of deaths related to opioids totaled 238 in Baltimore County and 847 in Baltimore City.<sup>3</sup>

Currently, the only approved ICF beds in Baltimore County are the 24 beds provided by BDC. As discussed above, BDC could fill those 24 beds as detox only, which is a shorter stay of 5-7 days, after which the patients are moved to a lower level of care such as Level III.7 residential treatment, which lasts approximately 30 days. BDC is limited in the number of detox patients it can accommodate because it needs to have a Level III.7 residential bed to transfer the patient into once they have completed detox and those longer stay beds do not open up as quickly as the detox beds. By opening a 75 bed Level III.7 facility nearby at Rutherford, BDC can accommodate many more detox patients and have the ability to transition their care to Rutherford after detox.

The Applicants anticipate that Foundations will have a similar patient mix to BDC, largely because BDC will be a primary referral source to Foundations. The majority of BDC's patients currently come from Baltimore County, followed by Western Maryland and then Baltimore City. A small number of patients come the Eastern Shore.

Although Baltimore City has 223 approved ICF beds, which have their own access and availability issues, therapeutically, it is often appropriate for a patient who lives in Baltimore City to seek treatment in Baltimore County where the patient will be removed from their social circumstances which can contribute significantly to continued drug abuse patterns. Furthermore, it is typically easier to obtain placement in a Baltimore County half-way house or lower level of care after an ICF stay in Baltimore County, which will continue to keep the patient away from social influences which may cause the patient to fall back into old patterns.

**(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**

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<sup>2</sup> *Baltimore Became US Overdose Capital*, The New York Times, May 23, 2024, updated August 8, 2024.

<sup>3</sup> <https://health.maryland.gov/dataoffice/Pages/mdh-dashboards.aspx>, last accessed September 19, 2024.



**Assistance Programs (MMAF), the Behavioral Health 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.**

APPLICANT RESPONSE: This standard does not apply to Foundations because it is not seeking to open a Track Two facility.

**(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 Behavioral Health Administration, or a local jurisdiction terminates the contractual agreement and funding for the facility's clients, the facility will notify the Commission and the Behavioral Health Administration within 15 days 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: This standard does not apply to Foundations because it is not seeking to open a Track Two facility.

**.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: Applicant will establish a sliding fee scale for gray area consumers consistent with the client's ability to pay based on the 2024 Federal Poverty Guidelines. Each consumer will need to provide documented proof of a need for the Sliding Fee Scale by submitting:

- Tax Forms
- Pay Check Stubs of Current Employer
- Disability Forms
- Unemployment Documents
- Past Employment Forms



Income level is	< 100% of Federal Poverty Level	75% Discount
Income level is	< 150% of Federal Poverty Level	50% Discount
Income level is	< 200% of Federal Poverty Level	25% Discount

**.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;**

APPLICANT RESPONSE: For the reasons stated immediately above, Foundations is consistent with this standard.

**(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**

APPLICANT RESPONSE: This standard does not apply to Foundations because it will not provide services to adolescents.

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

APPLICANT RESPONSE: Foundations has projected 67,500 adult intermediate care facility bed days as shown on TABLE E. New Facility Stats in CY 2025. At that point in time, Foundations should be operating at full capacity, with a projected bed occupancy rate of 100%. Foundations is committed to providing at least 15% of those patient days to indigent or gray area patients. This commitment is the equivalent of utilizing slightly more than 11 of Foundation’s 75 occupied beds exclusively for indigent and grey area patients, and providing over \$1.2M in charity care annually.

Foundations will document that it has provided at least 15% of its patient days to indigent and grey area patients by submitting annual reports auditing its total days of care and the provision of days of care to indigent and grey area patients as a percentage of total days. These audit reports will be submitted to the Commission following each fiscal year starting from the facility’s commencement of providing services and continuing for five years thereafter.

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



APPLICANT RESPONSE: This standard does not apply to the Foundations facility as it is not an existing Track One facility.

**(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).**

APPLICANT RESPONSE: This standard does not apply to the Foundations facility because it is not an existing Track One facility.

**(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: This standard does not apply to the Foundations facility because it is not an existing Track One facility.

**.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: Foundations will post documentation in an accessible and conspicuous location regarding charges for services, and the range and the types of services provided. Foundations will ensure that this information is 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: Sinai Hospital and Northwest Hospital are both acute care hospitals that are less than 30 minutes away from Foundation's proposed location. Driving directions to both hospitals are included as Exhibits 3 and 4.

**.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.**

APPLICANT RESPONSE: Foundations is requesting approval of 75 beds for ages of 18 and older. Age-specific treatment protocols are included in Foundation's policies and procedures manual found at Exhibit 5.

- (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.**

APPLICANT RESPONSE: This standard does not apply as Foundations will not treat adolescents.

- (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: This standard does not apply as Foundations does not currently treat adolescents and will not treat adolescents.

#### **.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. 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.**

APPLICANT RESPONSE: The proposed Foundations Inpatient has obtained preliminary JCAHO accreditation based on the fact that Amatus has several facilities that are JCAHO accredited. Once Foundations Inpatient is licensed and open, JCAHO will conduct a site survey and accreditation will be issued. See Exhibit 6.

- (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**

APPLICANT RESPONSE: This standard is not applicable as Foundations is not seeking to expand an existing ICF.



- (b) An ICF that loses its accreditation must notify the Commission and the Behavioral Health Administration in writing within fifteen days after it receives notice that its accreditation has been revoked or suspended.**

APPLICANT RESPONSE: This standard is not applicable as Foundations has not lost its accreditation.

- (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 Behavioral Health Administration advises the Commission that its continued operation is in the public interest.**

APPLICANT RESPONSE: This standard is not applicable as Foundations has not lost its accreditation.

- (2) A Certificate of Need-approved ICF must be certified by the Behavioral Health Administration 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.**

APPLICANT RESPONSE: Foundations has applied for certification by BHA and is awaiting CON approval before the site visit and approval can be obtained.

- (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.**

APPLICANT RESPONSE: This standard is not applicable as Foundations is not seeking to expand an existing ICF.

- (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 Behavioral Health Administration notifies the Commission that deficiencies have been corrected.**

APPLICANT RESPONSE: This standard is not applicable as Foundations has not lost its State certification.

- (c) Effective on the date that the Behavioral Health Administration revokes State certification from an ICF, the regulations at COMAR 10.24.01.03D governing temporary delicensure of a health care facility apply to the affected ICF bed capacity.**



APPLICANT RESPONSE: This standard is not applicable as Foundations did not lose its State certification.

**.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.**

APPLICANT RESPONSE: Foundations will participate in utilization review and control programs. Foundations has treatment protocols documented and ready to be implemented. Foundation's policies and procedures manual will consist of admission, length of stay, discharge planning and referral operations and will be approved by JCAHO. Foundations policies and procedures are attached as **Exhibit 5 and 7**.

- (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: Foundations will ensure that each patient's treatment plan will include one year of aftercare after the patient is discharged. A specific department will be tasked with scheduling and pursuing annual check ins with each graduated patient, and maintaining communication to remain updated with the patient's engagement in recovery and treatment. These procedures are included in Foundation's policies and procedures manuals located in Exhibit 7.

**.05J. Transfer and Referral Agreements.**

- (1) An applicant must have written transfer and referral agreements with facilities capable of managing cases which exceed, extend, or complement its own capabilities, including facilities which provide inpatient, intensive and general outpatient programs, halfway house placement, long-term care, aftercare, and other types of appropriate follow-up treatment.**
- (2) The applicant must provide documentation of its transfer and referral agreements, in the form of letters of agreement or acknowledgement from the following types of facilities:**
  - (a) Acute care hospitals;**
  - (b) Halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs;**
  - (c) Local community mental health center or center(s);**
  - (d) The jurisdiction's mental health and alcohol and drug abuse authorities;**
  - (e) The Behavioral Health Administration and the Mental Hygiene Administration;**
  - (f) The jurisdiction's agencies that provide prevention, education, driving-while-intoxicated programs, family counseling, and other services; and,**



**(g) The Department of Juvenile Justice and local juvenile justice authorities, if applying for beds to serve adolescents.**

APPLICANT RESPONSE: Written transfer and referral agreements obtained by Foundations to date are found at Exhibit 8. Foundations will provide additional referral and transfer agreements as necessary prior to First Use Approval.

Anchor Recovery Housing- half way house  
TruHealing Baltimore Detox Center- Detox and Level III.5 beds  
TruHealing Hagerstown Outpatient- PHP/IOP  
TruHealing Hagerstown Inpatient- Level III.5  
Pascal Crisis Stabilization Center

**.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 Behavioral Health Administration or a jurisdictional alcohol or drug abuse authority.**

APPLICANT RESPONSE: This standard is not applicable as Foundations is applying for a Track One facility.

- (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 Behavioral Health Administration or a jurisdictional alcohol or drug abuse authority, or the Medical Assistance program.**

APPLICANT RESPONSE: Referral Agreements documenting that at least 15% of Foundation's annual patient days will be incurred by indigent or grey area populations are found at Exhibit 8. The main source of these referrals will come from Baltimore Detox Center which has a current patient mix of 85% Medicaid and 15% Commercial payers.

**.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: Foundations will institute and maintain a standardized in-service orientation and continuing education program for all categories of direct service personnel,



whether paid or volunteer. Staff orientation will be training provided upon hire and annually thereafter to ensure staff is performing in accordance with all applicable regulations and standards. Educational services will be provided by Foundation's licensed clinical director and licensed medical director and through a software platform Relias Training. Foundations' policy on Employee Training addresses these requirements, see Exhibit 9.

**.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: This is not applicable to Foundations Inpatient as it will not admit patients who need detox. Rather, Baltimore Detox Center will handle patients who need sub-acute detoxification.

**.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: Foundations will offer the proper training course to train staff in appropriate methods of infection control. Staff also will be trained in specialized counselling for HIV-positive persons and active AIDS patients. Staff will be given a pre-employment course on Infection Control along with annual mandatory training. These materials are contained in Foundations' policies and procedures in Exhibit 9, 10 and 11.

**.05O. Outpatient Alcohol & Drug Abuse Programs.**

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



APPLICANT RESPONSE: Standards (1) through (4) do not apply as Foundations will only provide inpatient levels of care. Currently, a licensed and certified affiliate of Foundations, TruHealing Hagerstown Outpatient, located in Hagerstown, Maryland, provides outpatient substance use disorder treatment services, and will be available to Foundations patients. Foundations has a referral agreement with TruHealing Hagerstown Outpatient, see Exhibit 13.

**.05P. Program Reporting. Applicants must agree to report, on a monthly basis, utilization data and other required information to the Behavioral Health Administration , and participate in any comparable data collection program specified by the Department of Health.**

APPLICANT RESPONSE: This standard was determined moot by the Commission as stated in the CON Maryland House Detox decision 2016215.pdf, page 16.

**.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 to a proposed project seeking Certificate of Need approval to establish or 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;**

**(2) Treat special populations as defined in COMAR 10.24.14.08 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 childcare 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**
- (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.**

APPLICANT RESPONSE: This standard is not applicable to Foundations' project and CON application as it is not in a comparative review.



## B. NEED

**COMAR 10.24.01.08G(3)(b) Need.** The Commission shall consider the applicable need analysis in the State Health Plan. If no State Health Plan need analysis is applicable, the Commission shall consider whether the applicant has demonstrated a need for the proposed project.

**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:

Applicant is proposing to establish a 75-bed Track One facility in Baltimore County. Although Applicant anticipates that its initial patient mix will be primarily Medicaid patients, Applicant desires the flexibility to pursue and cultivate private pay patients in the future as need changes.

As acknowledged by Commission staff in recent recommendations to the Commission for approval of other detox and intermediate care facilities, the bed need projection for Track One facilities has been made obsolete by the previously noted 2019 amendments to Maryland Law. See *DWI Services, Inc. d/b/a Avenues Recovery Center of Maryland, Docket No. 22-04-2455, Staff Report and Recommendation*; and *Hygea Detox at Camp Meade, LLC, Docket No. 23-02-2468, Staff Report and Recommendation*. The Staff stated that using the methodology in the State Health Plan “to avoid oversupplying the market with ICF beds cannot be equitably achieved through the methodology because MHCC no longer has regulatory



oversight of the expansion of ICF bed capacity and, thus, no longer has regulatory control over the supply of ICF beds.” See *DWI Services, Staff Report and Recommendation* pg. 5.

Notwithstanding the foregoing, the Applicant offers the following to support the need for an additional 75 Level III.7 beds in Baltimore County. As was recently reported by the New York Times, Baltimore has the highest rate of overdoses in the country. The NYT’s reported that the number of opioid deaths has been raising in recent years and the death rate from 2018 to 2022 in Baltimore was nearly double that of any other large city.<sup>4</sup>

The Maryland Department of Health maintains a data base of opioid abuse data that currently reflects that from September 2023 through August 2024, Emergency Department visits related to opioid overdose totaled 1374 in Baltimore County and 3588 in Baltimore City. In the same time period, the number of deaths related to opioids totaled 238 in Baltimore County and 847 in Baltimore City.<sup>5</sup>

Currently, the only approved ICF beds in Baltimore County are the 24 beds provided by BDC. As discussed above, BDC could fill those 24 beds as detox only, which is a shorter stay of 5-7 days, after which the patients are moved to a lower level of care such as Level III.7 residential treatment, which lasts approximately 30 days. BDC is limited in the number of detox patients it can accommodate because it needs to have a Level III.7 residential bed to transfer the patient into once they have completed detox and those longer stay beds do not open up as quickly as the detox beds. By opening a 75 bed Level III.7 facility nearby at Rutherford, BDC can accommodate many more detox patients and have the ability to transition their care to Rutherford after detox.

The Applicants anticipate that Foundations will have a similar patient mix to BDC, largely because BDC will be a primary referral source to Foundations. The majority of BDC’s patients currently come from Baltimore County, followed by Western Maryland and then Baltimore City. A small number of patients come the Eastern Shore.

Although Baltimore City has 223 approved ICF beds, which have their own access and availability issues, therapeutically, it is often appropriate for a patient who lives in Baltimore City to seek treatment in Baltimore County where the patient will be removed from their social circumstances which can contribute significantly to continued drug abuse patterns. Furthermore, it is typically easier to obtain placement in a Baltimore County half-way house or lower level of care after an ICF stay in Baltimore County, which will continue to keep the patient away from social influences which may cause the patient to fall back into old patterns.

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<sup>4</sup> *Baltimore Became US Overdose Capital*, The New York Times, May 23, 2024, updated August 8, 2024.

<sup>5</sup> <https://health.maryland.gov/dataoffice/Pages/mdh-dashboards.aspx>, last accessed September 19, 2024.



## C. AVAILABILITY OF MORE COST-EFFECTIVE ALTERNATIVES

**COMAR 10.24.01.08G(3)(c) Alternatives to the Project.** The Commission shall consider the alternative approaches to meeting the need identified for the project that were considered by the applicant in planning the project and the basis for the applicant's choice of the project among considered alternatives. In a comparative review of applications within the same review cycle, the Commission shall compare the costs and the likely effectiveness of alternative projects in meeting identified needs, improving the availability and accessibility of care, and improving the quality of care.

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

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

### APPLICANT RESPONSE:

The objective of the proposed facility is to treat those seeking recovery from substance abuse disorders on an inpatient basis, under medical supervision, in an affordable non-hospital setting. A licensed, certified and accredited ICF facility is the only alternative in Maryland available to meet this objective. The plan for this facility, located in an existing building already built out to accommodate the intended use demonstrates that the establishment of the Foundations Inpatient program, requiring minimal non-capital expenditures, is both cost-effective and sustainable in the current healthcare marketplace.

As discussed above, Baltimore County has only 24 approved ICF beds, which are not sufficient to handle the demonstrated detox and residential needs of the Baltimore County, Western Maryland and Baltimore City patients who seek care in Baltimore County.



## D. VIABILITY OF THE PROPOSAL

**COMAR 10.24.01.08G(3)(d)** Project Financial Feasibility and Facility or Program Viability. The Commission shall consider the availability of resources necessary to implement the project and the availability of revenue sources and demand for the proposed services adequate to ensure ongoing viability and sustainability of the facility to be established or modified or the service to be introduced or expanded.

**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 a 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.

APPLICANT RESPONSE: This project will be cash funded by MBM Ventures LLC. A CPA letter is included as Exhibit 13.

- 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:** As stated above, no construction is required and all permits have been obtained. The Applicant will be able to apply for First Use approval within 30 days of receiving a CON and will be able to begin providing services within 30 days of receiving First Use approval. This is well within the applicable performance requirement timeframes. Foundations has provided community support letters as Exhibit 14.



## E. COMPLIANCE WITH CONDITIONS OF PREVIOUS CERTIFICATES OF NEED

**COMAR 10.24.01.08G(3)(e)** Compliance with Terms and Conditions of Previous Certificates of Need. An applicant shall demonstrate compliance with all terms and conditions of each previous CON granted to the applicant.

**INSTRUCTIONS:** List all 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:** An affiliate of Foundations,<sup>6</sup> Baltimore Detox Center (“BDC”) a Track One Level III.7 Detox facility, was issued a Certificate of Need on March 19, 2020. The terms and conditions included:

1. Baltimore Detox Center shall provide a minimum of 15% of patient days of care to indigent and gray area patients, as defined at COMAR 10.24.14.08B(9) & (11) and shall document the provision of such charity care by submitting annual reports auditing its total days of care and the provision of days of care to indigent and gray area patients as a percentage of total days of care. Such audit reports shall be submitted to the Commission following each BDC fiscal year, from the project’s inception and continuing for five years thereafter.
2. Baltimore Detox Center must receive preliminary accreditation by the Commission on the Accreditation of Rehabilitation Services (“CARF”) prior to receipt of First Use Approval and must timely receive final accreditation by CARF.
2. Baltimore Detox Center shall provide written transfer and referral agreements with the following entities or organizations prior to first use approval: acute care hospitals; halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs; local community mental health center or center(s); Baltimore County’s mental health and alcohol and drug abuse authorities; the Behavioral Health Administration; and Baltimore County’s agencies that provide prevention, education, driving-while intoxicated programs, family counseling, and other services.
4. Baltimore Detox Center shall provide written referral agreements with outpatient alcohol and drug abuse programs that meet the requirements of (1) through (4) of COMAR 10.24.14.05O.

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<sup>6</sup> Foundations and Baltimore Detox Center have common ownership in MBM Ventures, LLC and common management in Amatus Health, LLC.



On July 27, 2022, BDC submitted a Project Change Request informing the Commission for the first time that additional capital costs had been incurred during the project. BDC asked that the Commission approve the change request, even though the request was untimely. The Commission declined to approve the change and instead stated that it would consider the request upon First Use approval review.

On March 21, 2023, BDC applied for First Use approval. On May 19, 2023, BDC was granted First Use approval and the change requested in the capital costs was accepted and incorporated into the project costs.

On July 25, 2023, BDC notified the Commission that it was increasing its Level III.7 Detox beds by taking beds from its Level III.5 program which was housed in the same facility. The Commission asked to see floor plans of the facility and at that time discovered that the build out had varied significantly from the time the BDC CON application was submitted. On September 28, 2023, the BDC attended a hearing before the Commission to discuss the changed floor plans. BDC stated that changes in management and poor communication through the transition contributed to its failure to notify the Commission of the changes. Mr. Bright stated that he joined as CEO of Amatus Health only three months prior. Although Mr. Rabham has always been an owner of BDC, he indicated that he only recently became involved in the oversight of this facility.

To resolve the issue, the Commission revoked BDC's First Use Approval on October 20, 2023, with the action stayed until November 17, 2023, giving BDC the opportunity to submit a Project Change Request to include all of the changes in construction that occurred after receiving a CON. BDC submitted the required Project Change Request on November 3, 2023, and after providing additional information in response to the Commission Staff's requests, the Commission issued a new First Use Approval on November 17, 2023, which included the following requirements:

1. Baltimore Detox Center shall provide a minimum of 15% of patient days of care to indigent and gray area patients, as defined at COMAR 10.24.14.08B(9) & (11) and shall document the provision of such charity care by submitting annual reports auditing its total days of care and the provision of days of care to indigent and gray area patients as a percentage of total days of care. Such audit reports shall be submitted to the Commission following each BDC fiscal year, from the project's inception and continuing for five years thereafter.
2. Baltimore Detox Center must receive preliminary accreditation by the Commission on the Accreditation of Rehabilitation Services (CARF) prior to receipt of First Use Approval and must timely receive final accreditation by CARF.
3. Baltimore Detox Center shall provide written transfer and referral agreements with the following entities or organizations prior to first use approval: acute care hospitals; halfway houses, therapeutic communities, long-term care facilities, and local alcohol and drug abuse intensive and other outpatient programs; local community mental health center or center(s); Baltimore County's mental health and alcohol and drug



abuse authorities; the Behavioral Health Administration; and Baltimore County's agencies that provide prevention, education, driving-while-intoxicated programs, family counseling, and other services.

4. Baltimore Detox Center shall provide written referral agreements with outpatient alcohol and drug abuse programs that meet the requirements of (1) through (4) of COMAR 10.24.14.05O.

The following conditions were placed on the November 16, 2023, project change approval:

1. Baltimore Detox Center shall document the provision a minimum of 15% of patient days of care 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 of care and the provision of days of care to indigent and gray area patients as a percentage of total days of care. Such audit reports shall be submitted to the Commission following each BDC fiscal year, from the project's inception and continuing for five years thereafter.

2. Baltimore Detox Center shall address its non-compliance with its March 2020 CON should Baltimore Detox Center or an affiliated entity seek approval from the Commission for a future project.

3. If Baltimore Detox Center seeks to add additional intermediate care beds to its facility, it shall provide the Commission with evidence that it has appropriate staffing levels and bed and bathroom configurations that afford patient privacy and safety.

Since BDC's First Use was again approved, BDC has been operating with the staff that appeared before the Commission. That same staff is responsible for Foundation's CON application and program.

Importantly, no concerns have been raised about the quality of care being provided to patients of BDC.

Even if an applicant has failed to comply with a prior CON, the Commission can still find an applicant meets this criterion if it is satisfied with the applicant's written notice and explanation as to why the conditions or commitments were not met. While the applicant here is not BDC, the Applicant (Foundations) acknowledges that there is common ownership and management with BDC and that the Commission will likely find the BDC CON informative to the Foundations CON application. See *DWI Services, Inc. d/b/a Avenues Recovery Center of Maryland, Docket No. 22-04-2455, Staff Report and Recommendation, pg 27*. However, as the Staff similarly determined in *DWI Services, Inc.*, based on the totality of the circumstances, and the demonstrated willingness by ownership and management to correct the mistakes and cooperate with the Commission, the Applicant believes that the issues encountered with the BDC project should not serve as a basis for denial of this application.



## F. IMPACT

**COMAR 10.24.01.08G(3)(f)** Project Impact. The Commission shall consider the impact of the proposed project on the costs and charges of existing providers of the facilities and services included in the project and on access to those facilities and services in the service area of the project.

**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 facility claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.
- c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access);
- d) On costs to the health care delivery system.

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

**APPLICANT RESPONSE:** Because Foundations' proposed project is designed to address unmet needs for services among Central Maryland residents, there should be no impact on the volumes of any other existing Maryland ICF providers.



## G. HEALTH EQUITY

**COMAR 10.24.01.08G(3)(g)** Health Equity. The Commission shall consider how a proposed project will address health care disparities in availability, accessibility, and quality of care among different populations within the service area. The Commission shall consider how social determinants of health within the service area of the proposed project create disparities in the delivery of health care.

**INSTRUCTIONS:** In evaluating proposed projects for health equity, the Commission will scrutinize the project's impact on health care disparities and social determinants within the service area. Health equity involves the fair distribution of resources and opportunities, ensuring individuals, regardless of background, have the chance to achieve their highest level of health. It further encompasses addressing disparities and systemic barriers that affect different populations.

With health equity in mind, the applicant shall identify the specific medically underserved area(s)/group(s) within the designated service area and outline how the proposed project will address the unique health needs and quality of care for each identified group.

Applicants are expected to furnish a detailed overview of their organization's expertise and experience in health care access and service delivery. Emphasis should be placed on highlighting any relevant background that underscores the organization's commitment to equitable health care. This encompasses efforts to integrate implicit bias and cultural competency training within the health facility and among current staff members.

Please provide a comprehensive account of how the applicant planned with the community during the preparations for this project and how it will continue to engage with the community. Include a description of any specific initiatives and programs aimed at improving community well-being that are relevant to the proposed project. If applicable, the applicant should acknowledge any unintended barriers caused by the project that may have been identified through community discourse and solutions to mitigate and rectify potential issues.

### APPLICANT RESPONSE:

Foundations will serve a high-risk population including indigent, homeless and underinsured/uninsured clients suffering from Substance use disorder. Studies from 2023 show that 1 in 5 person's identifying as homeless report significant substance use disorders and 40% reporting significant mental health concerns. (Baltimore Health Dept). Foundations accepts clients within this demographic, providing medical and clinical intervention for substance use addiction and treatment. The program offers resources for continued care through referrals to other programs while in treatment to increase client's chance of long-term success versus remaining homeless. Our admissions team assist clients during the admission process in renewing Medicaid plans or establishing Medicaid as a primary insurer. Foundations also provides hygiene products and clothing by donation to assist clients during their stay.



Amatus managed entities have a 5-year history of treating clients with substance use disorders ranging from detoxification services to partial hospitalization services. All current facilities in Maryland are licensed by the state and have received JCAHO accreditation which speaks to the commitment to provide high quality care. All employees are required to complete annual training which includes implicit bias and cultural competency as well as participate in quarterly staff meetings and training courses.

Amatus has worked with the community during this project and within our established centers for years. We will continue to collaborate with our local health department to provide HIV/AIDS/STI/Hepatitis education and Foundations will provide on-site testing. We have also worked closely with our community partners including IOP/PHP programs, Crisis stabilization centers (Pascal) and halfway centers. We will continue to work with our partners to bring Yoga, nutrition and wellness, Narcan training and other educational platforms that will benefit our clients and community. In addition, we work with our local 12 step programs to provide both in-house and referrals for continued meetings to support a life in recovery.



## H. CHARACTER AND COMPETENCE

### **COMAR 10.24.01.08G(3)(h)** Character and Competence.

**INSTRUCTIONS:** In evaluating proposed projects for Character/Competence, the Commission will review the information provided in response to Part III of the application and look for a detailed narrative response highlighting any past issues and how any issues have now been corrected or addressed. If there have not been any past issues please include in your narrative any history that has been a positive reflection of character/competence. The response should include, at minimum:

- names/addresses of all owners and individuals responsible for the proposed project and its implementation. This includes any person with 5% or more ownership interest in the real property, bed rights or operations of the facility
- for each individual identified disclose any involvement in the ownership, development, or management of another health care facility
- for each individual and facility identified disclose if any license has been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years
- for each individual and facility identified disclose inquiries in the last from 10 years from any federal (CMS) or state authority, or other regulatory body regarding possible non-compliance with any state, or federal 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
- disclose if any owners and individuals responsible for the project have identified above have ever pled guilty to 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

**APPLICANT RESPONSE:** Please see response to Section E above. The only owner of this project is MBM Ventures, LLC which is wholly owned by Baruch Rabhan 4400 Pine Tree Dr., Miami Beach, Florida. Mr. Rabhan is also involved in Baltimore Detox Center, as explained in Section E above. Neither Mr. Rabhan nor his facilities have had any licenses suspended or revoked, or been subject to disciplinary action in the last five years.

There have not been any inquiries in the last 10 years from any federal or state authority or other regulatory body regarding possible non-compliance with any state or federal requirement 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.

No owners or individuals responsible for the project identified above have ever pled guilty to 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.

REMEMBER TO SUBMIT THE COMPANION TABLE SET FEATURING THE PROJECT BUDGET, STATISTICAL PROJECTIONS, REVENUE AND EXPENSE PROJECTIONS, AND WORKFORCE INFORMATION



[mhcc.maryland.gov](http://mhcc.maryland.gov)

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Exhibit Table of Contents- Foundations Inpatient CON Application

Exhibit No.	Document Description
Ex. 1	Complete Lease Document Package
Ex. 2	Floor Plans (2)- Showing Beds, Square Footage and dimensions of patient rooms
Ex. 3	Sinai Hospital- Map
Ex. 4	Northwest Hospital- Map
Ex. 5	Admission Criteria and 3.7 LOC Treatment
Ex. 6	JCAHO Cert for Amatus
Ex. 7	Discharge Protocols
Ex. 8	Transfer and Referral Agreements
Ex. 9	Employee Training
Ex. 10	Relias Training- SU Risk and HIV
Ex. 11	Relias Training- Bloodborne Pathogens
Ex. 12	Referral Agreement with TruHealing Hagerstown
Ex. 13	CPA Letter MBM Ventures
Ex. 14	Community Support Letters

**TRIPLE NET BUILDING LEASE AGREEMENT**

**THIS TRIPLE NET BUILDING LEASE AGREEMENT** (this "Lease"), is made this 17<sup>th</sup> day of June 2021, by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company, by and through its authorized agent, ST. JOHN PROPERTIES, INC., a Maryland corporation ("Landlord"), and FOUNDATIONS RECOVERY CENTER, LLC, a Maryland limited liability company ("Tenant").

WITNESSETH, that in consideration of the rental hereinafter agreed upon and the performance of all the conditions and covenants hereinafter set forth on the part of Tenant to be performed, Landlord does hereby lease unto said Tenant, and the latter does lease from the former an agreed upon 36,014 square feet at the following address: 7131 Rutherford Road, Windsor Mill, Maryland 21244, which legal description is attached hereto as Exhibit D (the "Premises"), for the term of ten (10) years ("Term"), beginning on the first (1<sup>st</sup>) day of March, 2022 ("Lease Commencement Date"), and ending on the twenty-ninth (29<sup>th</sup>) day of February, 2032 ("Expiration Date") for the annual rental as set forth in the Rent Schedule below (herein called "Annual Rent") payable in advance on the first (1<sup>st</sup>) day of each and every month during the Term in the monthly installments set forth in the Rent Schedule below.

Annual Rent Schedule\*

Date	Annual Rent	Monthly Installments
March 1, 2022 – February 28, 2023	\$ 576,224.00	\$ 48,018.67
March 1, 2023 – February 29, 2024	\$ 593,510.72	\$ 49,459.23
March 1, 2024 – February 28, 2025	\$ 611,316.04	\$ 50,943.00
March 1, 2025 – February 28, 2026	\$ 629,655.52	\$ 52,471.29
March 1, 2026 – February 28, 2027	\$ 648,545.19	\$ 54,045.43
March 1, 2027 – February 29, 2028	\$ 668,001.54	\$ 55,666.80
March 1, 2028 – February 28, 2029	\$ 688,041.59	\$ 57,336.80
March 1, 2029 – February 28, 2030	\$ 708,682.84	\$ 59,056.90

March 1, 2030 – February 28, 2031	\$ 729,943.32	\$ 60,828.61
March 1, 2031 – February 29, 2032	\$ 751,841.62	\$ 62,653.47

\*The Annual Rent shall be reduced by One Dollar (\$1.00) per square foot of the then current Annual Rent during the Term provided the following occurs: i) Tenant is unable to obtain required licensing from the applicable municipality for inpatient use at the Premises; ii) Tenant provides Landlord written notice and reasonable documentation of its failure to obtain required licensing from the applicable municipality for inpatient use at the Premises; and iii) Tenant uses the Premises for outpatient use only.

Said installments of Annual Rent, Additional Rent, and all other charges due and owing to Landlord hereunder (collectively, hereinafter the "Rent") shall be paid to Landlord care of St. John Properties, Inc. – P.O. Box A, Baltimore, Maryland 21264. For incoming payments via overnight mail, the following address should be used: M&T Bank c/o St. John Properties, Inc. – P.O. Box # 62707, 1800 Washington Blvd., Baltimore, Maryland 21230 or at such other place or to such appointee of Landlord as Landlord may from time to time designate in writing. Landlord hereby warrants and represents to Tenant that St. John Properties, Inc., is the true and rightful agent of Landlord with respect to all matters under this Lease, and shall be authorized to act in all respects on Landlord's behalf including, without limitation, collection of all Rent hereunder.

**TENANT COVENANTS AND AGREES WITH LANDLORD AS FOLLOWS:**

1. Tenant shall pay said rent and each installment of Annual Rent thereof and Additional Rent (as defined in section 4 herein) as and when due without setoff or deduction.

**RENTAL ESCALATION**

2. Per Rent Schedule above.

**USE**

3. Tenant shall use and occupy the Premises solely for the following purposes: general office and a full continuum of care for a recovery center. Tenant shall bear any costs associated with inpatient licensing, permits, approvals, and use. Tenant shall confirm, at its expense, that that the building is zoned for Tenants intended use.

**ADDITIONAL RENT**

4. All sums of money other than Annual Rent required to be paid by Tenant to Landlord pursuant

to the terms of this Lease, unless otherwise specified herein, shall be considered additional rent and shall be collectible by Landlord as additional rent ("Additional Rent"), in accordance with the terms of this Lease, including but not limited to:

A. UTILITIES

Tenant shall apply for and pay all costs of electricity, gas, telephone and other utilities used or consumed on the Premises, together with all taxes, levies or other charges on such utilities.

Tenant agrees to pay Landlord, as Additional Rent, Tenant's Pro-Rata Share of the Water and Sewer Charges (as defined below). "Water and Sewer Charges" are those charges for consumption and use of water and sewer services chargeable to the building, together with all land, parking, improvements and other common areas adjacent thereto (collectively, "Property"). "Tenant's Pro-Rata Share of Water and Sewer Charges" shall mean the same percentage that the gross square foot area of the Premises bears to the gross square foot area of all leasable floor area within the Property that is occupied during the calendar year billing period. Landlord shall notify Tenant of any change in Tenant's Pro Rata Share of Water and Sewer Charges.

B. REAL ESTATE TAXES

Tenant shall pay to Landlord, as Additional Rent, Tenant's Pro Rata Share of Real Estate Taxes (as defined below). "Real Estate Taxes" are those taxes that may be levied or assessed by lawful taxing authorities against the land, buildings and improvements on the Property. Real Estate Taxes shall include, but not by way of limitation, all benefits or assessments which may be levied on the Premises, but shall not include the United States Income Tax, or any State or other income tax upon the income or rent payable hereunder. If this Lease shall be in effect for less than a full fiscal year, the Tenant shall pay its Pro Rata Share of Real Estate Taxes based upon the number of months that this Lease is in effect. "Tenant's Pro Rata Share of Real Estate Taxes" shall mean the same percentage that the gross square foot area of the Premises bears to the gross square foot of all leasable floor area within the Property where the Premises is located. Tenant's Pro Rata Share Real Estate Taxes as of the date of this Lease

is equal to one hundred percent (100%).

Prior to or shortly after commencement of this Lease, Landlord will notify Tenant of Tenant's share of the current tax year's Real Estate Tax bill. Tenant will pay this amount to Landlord within thirty (30) days of date of notice. Tenant will also make escrow payments monthly for subsequent fiscal tax years in accordance with Section 4D below.

### C. OPERATING EXPENSES

For each full or partial calendar year during the Term, Tenant shall pay to Landlord as Additional Rent, Tenant's Pro Rata Share of the Operating Expenses (defined below). "Operating Expenses" are defined as the total cost and expense incurred by or on behalf of Landlord in each calendar year in operating, maintaining, and repairing (which includes replacements, additions, and alterations, but not capital improvements, except as expressly permitted herein) the common areas of the Property.

Operating Expenses include, without limitation; i) the cost of maintaining and repairing all service pipes, electric, gas and water lines and sewer mains leading to and from the Premises and the building in which the Premises is located; ii) all costs incurred in painting, resurfacing, and landscaping; iii) all costs for repairs and improvements, line painting and striping, common area lighting and electric, removal of snow, grass cutting, cleaning of parking areas; iv) all costs incurred in maintaining and repairing the paving, parking areas, curbs, gutters, sidewalks, and steps; v) all costs for repairs to roof and exterior walls; vi) all costs for monitoring and maintaining, repairing and replacing fire sprinkler monitoring equipment; vi) Landlord's property casualty, liability, and business interruption insurance; viii) security guard/access control services (when Landlord in its reasonable judgment deems necessary); ix) trash removal when supplied by Landlord; x) semi-annual window washing; xi) the cost of compliance with any governmental rules, regulations, requirements or orders; xii) management fees, accounting fees and the cost of services of independent contractors, which management fees shall not exceed five percent (5%) of Landlord's gross receipts; xiii) the cost of compensation (including employment taxes and fringe benefits) of all persons who perform duties in connection with such Operating Expenses at or

below the level of property manager; and xiv) any other expenses or charges which, in accordance with generally accepted accounting and management principles, would be considered an expense of owning, managing, insuring, maintaining, operating, and repairing the Property.

Operating Expenses shall not include: i) any expenses paid by any tenant directly to third parties, or as to which Landlord is otherwise reimbursed by any third party or by any insurance proceeds (Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies, which insure other properties as well as the building, and said allocated amounts shall be deemed to be Operating Expenses; ii) payments of principal and interest on any mortgages, deeds of trust or other financing instruments relating to the financing of the Property; iii) leasing commissions or brokerage fees; iv) costs associated with preparing, improving or altering a space for leasing or releasing of any space within the Property; and v) capital costs (except capital costs relating to improvements made to the Property (i) to comply with a legal requirement not existing (or changed from that existing) as of the date of this Lease, or (ii) intended to reduce Operating Expenses (for example, a labor saving improvement), which costs shall be capitalized under generally accepted accounting principles and amortized over the useful life of such improvement).

"Tenant's Pro Rata Share of Operating Expenses" (applied to all Operating Expenses except trash removal which formula is calculated below) shall mean the same percentage that the gross square foot area of the Premises bears to the gross square foot of all leasable floor area within the Property. Landlord shall notify Tenant of any change in Tenant's Pro Rata Share of Operating Expenses. Tenant's Pro Rata Share of Operating Expenses as of the date of this Lease is equal to one hundred percent (100%).

#### D. STATEMENTS

Landlord shall notify Tenant from time to time of the amounts which Landlord estimates will be payable by Tenant for Tenant's Pro Rata Share of Water and Sewer Charges, Tenant's Pro Rata Share of Real Estate Taxes and Tenant's Pro Rata Share of Operating Expenses and Tenant shall pay such

amounts in equal monthly installments, as Additional Rent, in advance on or before the first day of each month during the Term. Within a reasonable period of time following the end of each calendar year (or fiscal year for Real Estate Taxes), but in no event later than 120 days after each calendar year, Landlord shall submit to Tenant a statement summarizing Landlord's costs for the Water and Sewer Charges Real Estate Taxes and Operating Expenses, to be paid by Tenant with respect to such year, the amount paid by Tenant, and the amount of the resulting balance due or overpayment. At Tenant's request, Landlord will provide Tenant reasonable and customary documentation evidencing each charge and Landlord's timely payment thereof. If a balance is due to Landlord, Tenant will pay balance to Landlord within thirty (30) days of invoice. Each such statement shall be final and conclusive if no objection is raised within ninety (90) days after submission of each such statement.

If the Term expires on a date other than December 31, then Landlord shall submit to Tenant a statement summarizing the Water and Sewer Charges, Real Estate Taxes and Operating Expenses incurred from January 1 through the termination date, the amount paid by Tenant, and the resulting balance due or overpayment. Such balance due will be considered Additional Rent and may be deducted from any Security Deposit funds being released to Tenant.

Notwithstanding the foregoing provisions of the above section, Landlord shall have the right to require Tenant to pay Tenant's Pro Rata Share of Water and Sewer Charges, Tenant's Pro Rata Share of Real Estate Taxes and Tenant's Pro Rata Share of Operating Expenses in quarterly or semi-annual payments rather than on a monthly basis as provided herein.

#### **MUNICIPAL REGULATIONS**

5. Tenant shall observe, comply with and execute at its expense, all laws, orders, rules, requirements, and regulations of the United States, State, City or County of the said State, in which the Premises is located, and of any and all governmental authorities or agencies and of any board of fire underwriters or other similar organization, respecting the Premises and the manner in which the Premises are or should be used by Tenant.

**ASSIGNMENT AND SUBLET**

6. Tenant shall not assign, transfer, or otherwise encumber (collectively, an "assignment") this Lease, all or any of Tenant's rights or obligations hereunder or interest herein, or sublease or otherwise permit another party to occupy (collectively, a "sublease") the Premises or any part thereof, without the prior written consent of Landlord and said consent shall not be unreasonably withheld, condition or delayed. If Landlord consents to such assignment or sublease, Tenant shall not be relieved from any liability whatsoever under this Lease. Landlord shall be entitled to any additional considerations over and above those stated in this Lease, which are obtained in or for the sublease and/or assignment. Landlord may assess processing fees that shall be paid by Tenant as Additional Rent. Such fees shall not exceed \$1,000.00.

Notwithstanding anything in this Section 6 to the contrary, Tenant, on prior notice to Landlord (but without Landlord's consent), may assign this Lease or sublet the Premises (a "Permitted Transfer") to an entity which directly or indirectly controls, is controlled by or is under common control with the Tenant or to an entity that succeeds to Tenant's interest in this Lease as the result of a merger, consolidation or stock or asset purchase, provided (i) Landlord is given no less than thirty (30) days' written notice of such event; (ii) in the case of a merger, consolidation or asset purchase, the surviving or transferee entity has a net worth which is not less than the net worth of Tenant as of the date of this Lease; (iii) such transferee continues to operate the business conducted in the Premises for the permitted use and in the same manner as Tenant and pursuant to all of the provisions of this Lease; (iv) such transferee shall assume in writing in a form reasonably satisfactory to Landlord all of Tenant's obligations hereunder; (v) Landlord shall be furnished with a copy of such assignment or other transfer instrument within thirty (30) days prior to the effective date of the proposed assignment or other transfer thereof; (vi) the Tenant to which the Premises were initially leased shall remain fully liable as principal and not as guarantor or surety for the rent and all conditions and covenants of this Lease to be performed by Tenant for the full Term, even if Landlord accepts rent from the assignee or in any other manner deals with them;

and (vii) the transaction was done for a legitimate independent business purpose and not for the purpose of transferring this Lease.

## **INSURANCE**

### **7. A. TENANT'S INSURANCE**

Throughout the Term, Tenant shall obtain and maintain:

1. Business Personal Property insurance covering Special Causes of Loss. Such Business Personal Property insurance shall not be in an amount less than that required to replace all alterations (whether made by Landlord, Tenant or any previous tenant and irrespective of who paid for such alterations), Tenant's trade fixtures, decorations, furnishings, equipment and personal property and in an amount required to avoid the application of any coinsurance provision. Such Business Personal Property insurance shall contain a Replacement Cost valuation provision.

2. Business Income insurance covering Special Causes of Loss. Such Business Income insurance shall be in minimum amounts typically carried by prudent businesses engaged in similar operations, but in no event shall be in an amount less than the Annual Rent then in effect for the Lease year.

3. Commercial General Liability insurance (written on an occurrence basis) including Contractual Liability coverage insuring the obligations assumed by Tenant under this Lease, Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in minimum amounts typically carried by prudent businesses engaged in similar operations, but in no event shall be in an amount less than Two Million Dollars (\$2,000,000) combined single limit per occurrence with a Three Million Dollars (\$3,000,000) annual aggregate. If Tenant conducts operations at locations and/or projects other than the Premises, such annual aggregate limit will be expressed on a "per location" and/or "per project" basis, as the case may be. If the nature of Tenant's operations are such that Tenant has seniors, children, developmentally-disabled or other vulnerable people in its care or if such people are in the Tenant's care

incidental to the Tenant's operations, Tenant's Commercial General Liability insurance shall not exclude coverage for Sexual Abuse and/or Molestation. Such Commercial General Liability insurance shall be primary to – and non-contributory with – any similar insurance carried by Landlord.

4. Workers' Compensation insurance including Employer's Liability insurance. Such Workers' Compensation insurance shall be for the statutory benefits which may, from time to time throughout the term of this Lease, become payable in the jurisdiction in which the Premises are located. Such Workers' Compensation insurance will include a Waiver of Subrogation in favor of Landlord. In claims against any person or entity indemnified under this Lease by an employee of the Tenant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Tenant under workers compensation acts, disability benefits acts or other employee benefit acts.

All such insurance shall: (1) be issued by a company that is "Admitted" to do business in the jurisdiction in which the Premises are located, and that has a rating equal to or exceeding A: XI from A.M. Best Company; (2) (except for Workers' Compensation and Employer's Liability) name the building-owner (Lyon Group I Joint Venture, LLC) and St. John Properties, Inc. their respective officers, partners, employees, agents, representatives and any other party required to be indemnified and/or held harmless under the terms of any written contract or agreement with Landlord pertaining to this Lease and/or to the Premises and the holder of any Mortgage as Additional Insureds; (3) contain an endorsement prohibiting cancellation or failure to renew without the insurer first giving Landlord thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action (no less than ten [10] days' notice of cancellation or failure to renew for non-payment of premium) or if Tenant's insurer will not agree to provide such endorsement, Tenant shall provide the foregoing notices within the time periods required.

No such Commercial General Liability, Workers' Compensation or Employer's Liability

insurance shall contain a self-insured retention provision except as otherwise approved in writing by Landlord, which approval shall not be unreasonably withheld. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if the nature of Tenant's operations or exposures changes during the course of the Term. At the commencement of this Lease, Tenant shall deliver a certificate of all required insurance and will continue throughout the Term to do so not less than ten (10) days prior to the expiration of any required policy of insurance. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its partners, employees, agents, representatives and any other party required to be indemnified and/or held harmless under the terms of any written contract or agreement with Landlord pertaining to this Lease and/or to the Premises, from and against all claims, damages, losses, costs and/or expenses, including, but not limited to attorneys' fees, arising out of or resulting from Tenant's acts or omissions, occupancy of the Premises or obligations under this Lease. Such indemnification and/or hold harmless shall not be invalidated by the partial negligence of one or more of the indemnitees. If the laws of the governing jurisdiction do not permit such an indemnification and/or hold harmless, then Tenant's obligations to indemnify and hold harmless the indemnitees will be to the fullest extent permitted and all other parts of this Lease and this paragraph will apply.

#### B. LANDLORD'S INSURANCE

Throughout the term of this Lease, Landlord shall obtain and maintain:

1. Real Property insurance against Special Causes of Loss and subject to Replacement Cost valuation covering the building and all of Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision.
2. Commercial General Liability insurance (written on an occurrence basis) including Contractual Liability coverage insuring the obligations assumed by Landlord under this Lease, Premises

and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence with a Four Million Dollar (\$4,000,000) annual aggregate.

### **ALTERATIONS**

8. A. Tenant shall not make or permit any improvements, alterations, fixed decorations, substitutions or modifications, structural or otherwise, to the Premises or the building (collectively, "Alterations") without the prior written approval by Landlord of complete plans and specifications prepared and submitted by Tenant in accordance with subsection B, below.

Notwithstanding the above, alterations that are solely "cosmetic" in nature shall not require Tenant to obtain Landlord's approval. As used herein, "Cosmetic Alterations" shall mean those minor, non-structural alterations that are decorative in nature and not visible from the exterior of the Premises, do not result in material modification to the physical layout of the Premises, and the cost of which, in the aggregate, is less than \$25,000 per calendar year. However, Tenant shall (i) give Landlord at least ten (10) days' prior written notice of its intent to make such Cosmetic Alterations; (ii) coordinate the timing of the installation of the Cosmetic Alterations with Landlord; and (iii) use commercially reasonable efforts to minimize any interference or disturbance of other tenants within the building. All painting, re-carpeting, or any other alterations that causes or may cause odors to emanate from the Premises must be completed after normal business hours.

B. If Tenant shall desire to make any Alterations, Tenant shall first submit plans for the Alterations to Landlord for approval, and upon approval, the Alterations shall be performed at Tenant's sole cost and expense by contractors or mechanics approved by Landlord, and at such times and in such manner as Landlord may reasonably designate. In the event that a building permit is required, Landlord shall have the first option to submit the permit application on behalf of Tenant, but in all events the requisite permits shall be obtained prior to commencing performance of the Alterations and all permit

costs shall be at Tenant's expense. Tenant covenants that all work shall be done in a good and workmanlike manner, that the structural integrity of the building shall not be impaired, no liens shall attach to the building by reason thereof, and all Alterations shall be in conformance with all applicable laws and codes. Prior to commencing performance of any Alterations, Tenant shall (i) obtain and keep in full force and effect at all times while Alterations are being performed, at Tenant's sole cost and expense, such insurance coverage pertaining to such Alterations as Landlord may reasonably require Tenant to obtain, including, but not limited to, public liability and property damage insurance, and (ii) provide to Landlord evidence satisfactory to Landlord of the existence of such insurance. Tenant shall also provide to Landlord written waivers of mechanics' and materialmen's liens against the Premises and the Property from all such persons or entities with respect to all work, labor, and services performed and materials furnished in connection with the Alterations.

C. Any such Alterations shall become the property of Landlord as soon as they are affixed to the Premises and all rights, title and interest therein of Tenant shall immediately cease, unless otherwise agreed to by Landlord in writing. Landlord shall have the sole right to collect any insurance for any damage of any kind caused by any Alterations placed upon the Premises by Tenant. If the making of any such Alterations, or the obtaining of any permits therefore shall directly or indirectly result in a franchise, minor privilege or any other tax or increase in tax, assessment or increase in assessment, such franchise, privilege, tax or assessment shall be paid, immediately upon its levy and subsequent levy, by Tenant.

D. Unless Landlord shall consent in writing that Alterations, in whole or in part, may remain in the Premises, all Alterations shall be removed and the Premises shall be restored to the Premises' original condition, by Tenant at its sole cost and expense, before the expiration or termination of this Lease.

E. Except as otherwise expressly provided herein, the costs of any Alterations that Tenant requests Landlord to perform on Tenant's behalf during the Term shall be due and payable as Additional

Rent.

#### **MAINTENANCE AND SERVICES**

9. A. **TENANT'S RESPONSIBILITY.** Tenant shall, during the Term, keep the Premises and appurtenances (including, but not limited to, interior and exterior windows, interior and exterior doors, interior plumbing, heating, ventilating and air conditioning ("HVAC"), interior electrical, and Outside Area in good order and condition and will make all necessary repairs or replacement thereof. Landlord does, however, give a ninety (90) day warranty on all of the above-mentioned items. This warranty does not include the required annual maintenance contract on the HVAC unit(s) as described below. Any repair made by Landlord, at Tenant's request, to the Premises shall be invoiced to Tenant and shall become due and payable as Additional Rent within thirty (30) days of invoice. Tenant shall be responsible for all exterminating services, except termites, required in the Premises. If Tenant does not make necessary repairs within fifteen (15) days after receiving written notice from Landlord of the need to make a repair, Landlord may proceed to make said repair and the cost of said repair will become part of and in addition to the next due monthly installment of Additional Rent.

Notwithstanding the above, provided Tenant purchases the required HVAC annual maintenance contract from Landlord, Landlord agrees to guarantee that Tenant's maximum expense for the HVAC systems (excluding the HVAC annual maintenance contract which Tenant must purchase from Landlord) shall never exceed One Thousand Dollars (\$1,000.00) per unit per calendar year and any HVAC expense that exceeds said amount shall be the responsibility of the Landlord.

In the event that Tenant fails to purchase the required HVAC annual maintenance contract from Landlord, at any time throughout this Lease, Landlord shall have no responsibility nor incur any expense for the HVAC systems, beyond the warranty period.

B. **HVAC ANNUAL MAINTENANCE CONTRACT.** Tenant agrees to furnish to Landlord, at the expense of Tenant, prior to occupancy, a copy of an executed and paid for annual maintenance contract on all HVAC equipment with a reputable company acceptable to Landlord and said contract must

comply with Landlord's sustainability practices, including the LEED certification of the building or the Property, and will be kept in effect during the Term at the expense of Tenant. Should Tenant not provide a satisfactory HVAC maintenance contract to Landlord prior to occupancy, Tenant shall be provided a contract through St. John Properties, Inc., provided that such contract shall be at commercially reasonable and customary rates for the general geographic location of the Premises. Billings for this contract shall become due and payable as Additional Rent within thirty (30) days of invoice.

C. **LANDLORD'S RESPONSIBILITY.** Landlord shall make all necessary structural repairs to the exterior masonry walls and roof of the Premises, after being notified in writing of the need for such repairs. In the event the necessity for such repairs is caused by the negligence or misuse of Tenant, its employees, agents or customers, the cost of such repairs shall be at Tenant's expense.

D. **SURRENDER.** Tenant shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as it was at the beginning of the tenancy, in broom-clean condition, reasonable wear and tear excepted.

#### **DEFAULT**

10. In the event Tenant shall fail to pay said installments of Annual Rent, Additional Rent or any other sum required by the terms of this Lease, additional written agreements or addenda of this Lease to be paid by Tenant, and such failure shall continue for five (5) days after Landlord has given written notice thereof to Tenant, Landlord shall have along with any and all other legal remedies the immediate right to make distress therefore, and upon such distress, in Landlord's discretion, this tenancy shall terminate. In the event Tenant shall fail to comply with any of the provisions, covenants or conditions of this Lease, on its part to be kept and performed, and such default shall continue for a period of twenty (20) days after Landlord has given written notice to Tenant (except that with respect to defaults not capable by their nature of being cured within said thirty (20) day period, so long as Tenant commences to remedy said default within such initial twenty (20) day period and diligently pursues its cure thereafter, no default shall be deemed to occur), then, upon the happening of any such event, and in addition to any and all other

remedies that may thereby accrue to Landlord, Landlord may do the following:

A. Landlord's Election to Retake Possession Without Termination of Lease

Landlord may retake possession of the Premises with legal process and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Lease, to relet the same for the remainder of the Term upon terms and conditions satisfactory to Landlord; and if the rent received from such reletting does not at least equal the Annual Rent and other sums payable by Tenant hereunder, Tenant shall pay and satisfy the deficiency between the amount of Annual Rent and other sums so provided in this Lease and the Annual Rent received through reletting the Premises; and, in addition, Tenant shall pay reasonable expenses in connection with any such reletting, including, but not limited to, the cost of renovating, altering, and decorating for any occupancy, leasing commissions paid to any real estate broker or agent, and attorneys' fees incurred. Landlord shall take reasonable steps to mitigate its damages by marketing the Premises for lease or for sale.

B. Landlord's Election to Terminate Lease

Landlord may terminate the Lease and forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the total of the following amounts:

1. any unpaid rent or any other outstanding monetary obligation of Tenant to Landlord under the Lease;
2. the balance of the rent and other sums payable by Tenant for the remainder of the Term to be determined as of the date of Landlord's re-entry;
3. damages for the wrongful withholding of the Premises by Tenant;
4. all legal expenses, including attorneys' fees, expert and witness fees, court costs and other costs incurred in exercising its rights under the Lease;
5. all costs incurred in recovering the Premises, restoring the Premises to good order and condition, and all commissions incurred by Landlord in reletting the Premises; and

6. any other reasonable amount necessary to compensate Landlord for all detriment caused by Tenant's default.

#### **DAMAGE**

11. In the case of the total destruction of the Premises by fire or other natural casualty, as shall render the Premises totally unfit for occupancy by Tenant for more than sixty (60) days, this Lease, upon surrender and delivery to Landlord of the Premises, together with the payment of the monthly installments of Annual Rent and Additional Rent to the date of such occurrence, shall terminate and be at an end. If the Premises are rendered partly untenable by any cause mentioned in the preceding sentence, Landlord shall, at its own expense, restore the Premises with all reasonable diligence, and the monthly installments of Annual Rent and Additional Rent shall be abated proportionately for the period of said partial untenability and until the Premises shall have been fully restored by Landlord.

#### **BANKRUPTCY**

12. In the event of the appointment of a receiver or trustee for Tenant by any court, Federal and State, in any legal proceedings under any provisions of the Bankruptcy Act, if the appointment of such receiver or such trustee is not vacated within sixty (60) days, or if said Tenant be adjudicated bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, then and in any of said events, Landlord may, at its option, terminate this tenancy by ten (10) days written notice, and re-enter upon the Premises.

#### **POSSESSION/BENEFICIAL OCCUPANCY**

13. Tenant shall be granted possession to the Premises prior to the Lease Commencement Date in accordance with a separate Early Occupancy Letter Agreement executed by Landlord and Tenant ("Early Occupancy Agreement"). Landlord covenants and agrees that possession of the Premises shall be given to Tenant as soon as the Premises are ready for occupancy. If possession cannot be given to Tenant on or before the Early Occupancy Date (as defined in the Early Occupancy Agreement), the Early Occupancy Date, Lease Commencement Date and Expiration Date shall be extended on a day for day

basis and Tenant agrees to accept such prorated abatement as liquidated damages for the failure to obtain possession. However, in the event possession cannot be given to Tenant on or before the commencement date of this Lease, and such delay is caused by the acts or omissions of Tenant, rent shall commence on the commencement date of this Lease.

If Tenant occupies any portion of the Premises prior to tender of possession thereof by Landlord, such occupancy shall be deemed to be beneficial occupancy and a proportionate share of the Annual Rent and Additional Rent shall be due and payable as to that portion of the Premises so occupied, immediately upon Tenant's occupancy. Such occupancy by Tenant and installments of Annual Rent and Additional Rent thereby due shall not depend on official governmental approval of such occupancy, state of completion of building, availability or connection of utilities and services including but not limited to water, sewer, well water, septic system, gas, oil, or electric. No Annual Rent credit shall be given because of lack of utilities or services unless caused by the negligence of Landlord.

#### **SIGNS, ETC.**

14. Tenant covenants and agrees that:

A. All signs shall be in compliance with Landlord's sign specifications attached hereto as Exhibit B;

B. It shall not place or permit any signs, lights, awnings or poles on or about the exterior of the Premises without the prior permission, in writing, of Landlord and in the event such consent is given, Tenant agrees to pay any minor privileges or other tax.

C. Landlord, at Landlord's option, may immediately remove and dispose of any of the unauthorized aforementioned items at the expense of Tenant and said cost shall become part of and in addition to the next due monthly installments of Annual Rent, as Additional Rent. Tenant further covenants and agrees that it will not paint or make any changes in or on the outside of the Premises without the written consent of Landlord. Tenant agrees that it will not do anything on the outside of the Premises to change the uniform architecture, paint or appearance of said building, without the written

consent of Landlord.

D. Landlord shall have the right to place a "For Rent" sign on any portion of the Premises for ninety (90) days prior to termination of this Lease and to place a "For Sale" sign thereon at any time.

E. Upon Lease termination Tenant shall remove all exterior signage so as to leave the building in the same condition prior to Tenant's occupancy.

F. Provided Tenant maintains 36,014 square feet in the building, Tenant shall be entitled, at its sole cost and expense, to the non-exclusive right to have exterior building signage on one façade of the building in a location mutually agreed upon by Landlord and Tenant. The exterior building signage, including, without limitation, the type of such signage, the exact location of the exterior building signage and the manner in which it is attached, shall be subject to all applicable laws, applicable covenants and restrictions, and Landlord's prior written approval. Tenant shall maintain the exterior building signage in good condition and repair, and all costs of maintenance, repair, and removal shall be borne by Tenant. Maintenance shall include, without limitation, cleaning and, if the exterior building signage is illuminated, re-lamping at reasonable intervals.

#### **EXTERIOR OF PREMISES**

15. Tenant covenants and agrees not to put any items on the sidewalk or parking lot in the front, rear, or sides of said building or block said sidewalk, and not to do anything that directly or indirectly takes away any of the rights of ingress or egress of light from any other tenant of Landlord or do anything which will, in any way, change the uniform and general design of the Property. Tenant will also keep the rear steps to the Premises free and clear of ice, snow and debris.

#### **WATER DAMAGE**

16. Tenant covenants and agrees that Landlord shall not be held responsible for and Landlord is hereby released and relieved from any liability by reason of or resulting from damage or injury to person or property of Tenant or of anyone else, directly or indirectly caused by (a) dampness or water in any part

of the Premises or in any part of any other property of Landlord or of others and/or (b) any leak or break in any part of the Premises or in any part of any other property of Landlord or of others or in the pipes of the plumbing or heating works thereof, unless the damage is due to Landlord's negligence.

#### **LIABILITY**

17. Landlord shall not be liable to Tenant for any loss or injury to Tenant or to any other person or to the property of Tenant or of any other person unless such loss or damage shall be caused by or result from a negligent act or omission solely on the part of Landlord, its agents, or employees. To the fullest extent permitted by law, Tenant shall, and does hereby, indemnify and hold harmless Landlord and any other parties in interest from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees) and of anyone whatsoever (i) relating to or arising from the use and occupancy of the Premises; (ii) due to or arising out of any mechanic's lien filed against the building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to Tenant, or (iii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed or performed.

In the event Landlord provides any Security Guard or Access Control Services as described herein in Section 4c, Landlord is hereby released from any responsibility for any damages either to person or property sustained by Tenant incurred in connection with or arising from acts or omissions of any Security Guard or Access Control Services provided by Landlord.

#### **RIGHT OF ENTRY**

18. It is understood and agreed that Landlord, its agents, and employees, shall have, and Tenant hereby gives them and each of them, the absolute and unconditional right, license and permission, at any and all reasonable times, and for any reasonable purpose whatsoever, to enter through, across or upon the Premises or any part thereof, and, at the option of Landlord, to make such reasonable repairs to or changes in the Premises as Landlord may deem necessary or proper, provided, however, that

Landlord shall give reasonable advance notice to Tenant of any entry within the building on the Premises, except in case of emergency, and Tenant shall have the right to have a representative present on each such occasion to ensure that patient privacy is protected. Tenant agrees Landlord and its agents and assigns have the unconditional right to show the Premises for lease at any time, with commercially reasonable notice once Tenant notifies Landlord of its intention to vacate the Premises. Notwithstanding the above, Landlord will use commercially reasonable efforts to minimize any disturbance to Tenant's ordinary business operation, except in case of emergency.

### **EXPIRATION**

19. It is agreed that the Term expires on February 29, 2032, without the necessity of any notice by or to any of the parties hereto. If Tenant shall occupy the Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, said Tenant shall hold the Premises as a "Tenant from month to month", subject to all the other terms and conditions of this Lease, at one hundred fifty percent (150%) the highest monthly installments of Annual Rent reserved in this Lease; provided that Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by Tenant that may be now in force or may hereafter be enacted.

Prior to Lease expiration, Tenant agrees to schedule an inspection with Landlord to confirm that the Premises will be in proper order at expiration, including, but not limited to, lighting, mechanical, electrical and plumbing systems.

### **CONDEMNATION**

20. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award that may be made in such taking or condemnation. In the event of a partial taking that does

not result in the termination of this Lease, Annual Rent and Additional Rent shall be apportioned according to the part of the Premises remaining usable by Tenant. Nothing herein shall limit Tenant's right to maintain a separate action against the condemning authority to recover business damages or other damages directly incurred by Tenant as a result of any such condemnation, as long as Tenant does not diminish Landlord's ability to collect damages directly or indirectly incurred

### **SUBORDINATION**

21. It is agreed that Landlord shall have the right to place a mortgage or deed of trust on the Premises and this Lease shall be subordinate to any such mortgage or deed of trust whether presently existing or hereafter placed on the Premises, and Tenant agrees to execute any reasonable documents assisting the effectuating of said subordination. Furthermore, if any person or entity shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, Tenant shall automatically attorn to such successor in interest, which attornment shall be self operative and effective upon the signing of this Lease, and Tenant shall execute such other agreement in confirmation of such attornment as such successor in interest shall reasonably request.

### **NOTICE**

22. Any written notices required by this Lease shall be deemed sufficiently given, if (i) hand delivered, (ii) sent via first class U.S. mail, (iii) certified mail or (iv) overnight courier service, to the addresses set forth below, or at such other place as Landlord or Tenant may from time to time designate in writing:

Any notice required by this Lease is to be sent to Landlord at:

2560 Lord Baltimore Drive

Baltimore, Maryland 21244

Any notice required by this Lease is to be sent to Tenant at:

c/o Amatus Recovery Centers

10019 Reisterstown Road, 3<sup>rd</sup> Floor

Owings Mills, Maryland 21117

Attention: Mr. Baruch Rabhan

[brabhan@amatushealth.com](mailto:brabhan@amatushealth.com)

With a copy to:

Adam N. Struletz, Esq.

6400 Powers Ferry Road, NW, Suite 200

Atlanta, Georgia 30339

[astruletz@amatushealth.com](mailto:astruletz@amatushealth.com)

#### **REMEDIES NOT EXCLUSIVE**

23. No remedy conferred upon Landlord shall be considered exclusive of any other remedy but shall be in addition to every other remedy available to Landlord under this Lease or as a matter of law. Every remedy available to Landlord may be exercised concurrently or from time to time, as often as the occasion may arise. Tenant hereby waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

#### **NON-WAIVER**

24. It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or right, but the same shall remain in full force and effect, unless the contrary is expressed in writing by Landlord. The receipt of the monthly installments of Annual Rent or Additional Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant hereunder, shall not be deemed to be a waiver of any provisions of this Lease. Neither acceptance of the keys nor any other act or thing done by Landlord or any agent or employee of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing by Landlord accepting or agreeing to accept such surrender.

### **SECURITY DEPOSIT, PREPAYMENT AND FINANCIAL STATEMENTS**

25. A security deposit of \$48,018.67 ("Security Deposit") and the first monthly installment of Annual Rent in the amount of \$48,018.67 is required to accompany this Lease, when submitted for approval by Landlord, subject to all the conditions of the Security Deposit Agreement attached. If this Lease is not approved by Landlord within forty-five (45) days of its submission to Landlord, the Security Deposit and first monthly installment of rent will be refunded in full. Landlord shall have the right to require annual financial statements for Tenant and/or any Guarantor of this Lease. Tenant or Guarantor shall provide written answers to any questions from Landlord which are related to Tenant's financial statements or provide written projections on Tenant's business, if the financials are unacceptable to Landlord.

### **FINAL AGREEMENT**

26. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

### **LEGAL EXPENSE**

27. In the event any party must resort to legal proceedings to enforce the provisions of this Lease, the prevailing party shall be entitled to recover its reasonable and necessary costs and attorneys' fees.

### **LAND**

28. Tenant shall have the right to utilize all of the Premises, including the land on which the building lies, for ingress, egress, parking, and other general purposes which do not cause damage thereto or cause a nuisance.

### **RELOCATION**

29. Intentionally Deleted.

### **ENVIRONMENTAL REQUIREMENTS**

30. Tenant hereby covenants and agrees that if at any time it is determined that there are materials placed on the Premises by Tenant which, under any environmental requirements require special handling in collection, storage, treatment, or disposal, Tenant shall, within thirty (30) days after written notice

thereof, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all environmental requirements. If Tenant shall fail to take such action, Landlord may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Tenant as Additional Rent and shall bear interest at the rate of four percent (4%) per annum above the Prime Rate from time to time as published by The Wall Street Journal, from the date the same shall become due and payable until the date paid. Failure of Tenant to comply with all environmental requirements shall constitute and be a default under this Lease. Failure of Tenant to comply with all environmental requirements shall constitute and be a default under this Lease. Failure of Tenant to comply with this Section shall constitute a default under this Lease and the provisions of this Section shall survive the expiration or termination of this Lease.

#### **SEVERABILITY**

31. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **LATE CHARGE**

32. In the event Tenant shall fail to pay when due, the monthly installments of Annual Rent, Additional Rent or any other sum required by the terms of this Lease to be paid by Tenant, then, upon the happening of any such event, and in addition to any and all other remedies that may thereby accrue to Landlord, Tenant agrees to pay to Landlord a late charge of five percent (5%) of the monthly account balance and Landlord agrees to waive one (1) late charge per calendar year. The late charge on the Rent accrues after ten (10) days of the due date, payable as Additional Rent and the late charge on other

amounts due Landlord accrue thirty (30) days from invoice, payable as Additional Rent. In the event the monthly installment of Rent is received fifteen (15) days after due date, Landlord shall have option to require the rental payment be made with a certified or cashier's check.

#### **QUIET ENJOYMENT**

33. Tenant, upon paying the monthly installments of Annual Rent, Additional Rent and other charges herein provided and observing and keeping all of its covenants, agreements, and conditions in this Lease, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by or through Landlord: subject, however, to all exceptions, reservations and conditions of this Lease.

#### **LANDLORD'S WORK**

34. Landlord shall construct the interior improvements, using building standard materials, according to the floor plan dated March 26, 2021 and attached hereto as Exhibit A ("Tenant Improvements"). Tenant shall be responsible for all costs associated with IT/Telecom wiring, suite security systems, furniture and any Tenant derived changes to Exhibit A, which shall be approved by Tenant in writing. Landlord has allocated \$12 per square foot (\$432,168.00) for the Tenant Improvements and Tenant shall pay Landlord \$265,709.00 for the Tenant Improvements, due at Lease execution. Tenant shall bear all costs associated with approvals and regulatory licensing for inpatient use, as well as any costs that increase the cost of the Tenant Improvements due to inpatient use.

#### **WINDOW COVERINGS**

35. Tenant shall not install any window covering other than a one-inch horizontal mini-blind of an off-white color unless approved in writing by Landlord.

#### **RULES AND REGULATIONS**

36. Tenant shall at all times comply with the Rules and Regulations attached hereto and made a part hereof. Landlord shall make a reasonable effort to enforce the Rules and Regulations equitably against all tenants of the Property.

**ESTOPPEL CERTIFICATE**

37. Tenant shall, at any time during the Term, within ten (10) days of the written request of Landlord, execute, acknowledge, and deliver to Landlord or its designee, a statement in writing, certifying that this Lease is unmodified and in full force and effect if such is the fact that the same is in full force and effect.

**EXCULPATION CLAUSE**

38. No principal, partner, member, officer, director, trustee or affiliate of Landlord (collectively, "Landlord Affiliates") shall have any personal liability under any provision of this Lease.

**AUTHORIZATION TO SIGN LEASE**

39. If Tenant is a corporation, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's bylaws or a duly adopted resolution of Tenant's Board of Directors, authorizing the execution of the Lease and that the Lease is binding upon Tenant in accordance with its terms. Landlord warrants to Tenant that it has given due authority to St. John Properties, Inc., to execute this Lease, and upon execution by St. John Properties, Inc., this Lease shall be valid and binding against Landlord, its successors and assigns.

**APPLICABLE LAW**

40. Construction and interpretation of this Lease shall be governed by the laws of the State of Maryland, excluding any principles of conflicts of laws. Tenant hereby consents to the jurisdiction and venue of the Courts of the State of Maryland and to the jurisdiction and venue of any United States District Court in the State of Maryland.

**OUTSIDE RECREATION AREA**

41. Tenant shall have exclusive use of the adjacent outdoor area as depicted on Exhibit C attached hereto ("Outside Area"). Use of the Outside Area shall be governed by the terms and conditions of this Lease and Landlord requires that the Outside Area contain fencing around the perimeter. Tenant shall be responsible for maintaining the Outside Area in a neat and sanitary condition, at Tenant's sole cost

and expense. All fencing and recreation equipment shall be subject to Landlord's review and prior approval and shall be at Tenant's expense. Landlord reserves the right to have Tenant restore the Outside Area (including removal of the fence) to its original condition upon expiration or earlier termination of the Lease.

#### **OPTION TO RENEW**

42. Provided Tenant is not then in default hereunder beyond any applicable notice and cure period provided herein, Tenant shall have the option to renew (the "Renewal Option") the initial Term of this Lease for one (1) further successive period of five (5) years (the "Renewal Term"), by notifying Landlord in writing of its intention to do so (the "Option Notice") at least two hundred and seventy (270) days prior to the expiration of the initial Term of this Lease. The Annual Rent for the Renewal Term shall be adjusted to the then fair market rent for the Premises.

Within fifteen (15) days after Landlord's receipt of the Option Notice, Landlord shall advise Tenant in writing of Landlord's determination of fair market rent for the Premises for the Renewal Term (the "Rent Determination Notice"). In the event Tenant does not agree with Landlord's determination of the rent to be paid during the Renewal Term, then within fifteen (15) days after Tenant's receipt of the Rent Determination Notice, Tenant may elect, upon written notice to Landlord, to rescind Tenant's Option Notice and not renew the Term of this Lease, in which event the Term of this Lease shall expire at the conclusion of the initial Term. If Tenant does not respond to the Rent Determination Notice in writing within such fifteen (15) day period, then Tenant shall be deemed to have accepted the terms of the Rent Determination Notice, and this Lease will remain in effect for the Renewal Term at the rent set forth in the Rent Determination Notice.

If the Renewal Option is not exercised in accordance with this Section 42, the Renewal Option shall automatically become null and void.

The Renewal Option may be exercised only by the undersigned Tenant for its continued use and occupancy of the Premises and only if it is in possession of the Premises and operating a permitted use when it exercises the Renewal Option.

The Renewal Option shall not be assignable even though Landlord may have approved an assignment of this Lease. However, if Tenant assigns this Lease, with Landlord's consent, to any entity into which or with which Tenant merges or consolidates and/or to any parent, subsidiary, or affiliated entity, the assignee may exercise the Renewal Option.

If Tenant shall default under this Lease, the Renewal Option shall automatically be extinguished and become null and void.

If the Term of this Lease is extended or renewed in a manner other than as set forth in this Section forty-two (42), the Renewal Option, if unexercised at the time of such extension or renewal, shall automatically be extinguished and shall become null and void.

#### **OPTION TO PURCHASE**

43. Upon execution of this Lease, Tenant shall have an option to purchase the Property from Landlord upon, and only upon, the following terms and conditions:

A. In order to exercise such option of purchase, Tenant shall give written notice of its election to purchase the Property delivered to Landlord no earlier than the date of full execution of this Lease (the "Exercise Notice").

B. The purchase price for the Property, to be purchased by Tenant from Landlord, shall be Eight Million and 00/100ths Dollars (\$8,000,000.00) plus any actual costs incurred by Landlord for leasehold improvements constructed pursuant to Exhibit "A" following Lease execution and prior to the Closing (the "Purchase Price").

C. Upon Tenant's timely giving written notice of its election to purchase the Property as described in Subsection (A) above, Landlord and Tenant shall close on the sale of the Property within two hundred ten (210) days from the date of delivery of the Exercise Notice ("Closing"). Tenant shall give Landlord

thirty (30) days prior written notice of the Closing, which notice shall specify the exact time of Closing. Closing shall take place through an escrow with a title company designated by Tenant, as shall be specified in such written notice. At the Closing, upon payment by Tenant to Landlord of the Purchase Price, Landlord shall execute, acknowledge and deliver a special warranty deed conveying good and marketable title to the Property to Tenant, subject only to easements and restrictions of record and free and clear of any monetary encumbrances. Landlord and Tenant, as purchaser, shall execute such customary and reasonable documents required by the Title Company and Tenant's lender at Closing.

D. The cost of all transfer, recordation and documentary stamp taxes with respect to the aforesaid deed shall be split equally between Landlord and Tenant. Examination of title, title insurance and settlement fees (except as hereinabove provided) shall be paid by Tenant. Each party shall pay its own attorneys' fees and expenses. Tenant shall receive a credit at Closing in the amount of the Security Deposit. All rents, taxes, assessments, and similar items shall be prorated as of the date of Closing, with Tenant owning the entirety of the date of Closing.

E. Should Tenant fail to proceed to Closing for any reason or no reason at all, this Lease shall continue in full force and effect as if the purchase option granted to Tenant herein was not exercised without liability to Landlord for any sums other than the Rent required hereunder.

F. From and after the date of Tenant's delivery of the Exercise Notice, Landlords shall not advertise, negotiate, or otherwise communicate with any third party regarding the lease or sale of the Property including, without limitation, soliciting, negotiating, or accepting backup offers or contracts.

G. Landlord acknowledges receipt of Tenant's Exercise Notice, and Landlord and Tenant acknowledge and agree that the date of Tenant's Exercise Notice is and shall be deemed to be the date of the full execution of this Lease.

#### **ELECTRONIC SIGNATURES**

44. This Lease may be validly executed via PDF signatures or other means of electronic signature (such as DocuSign).

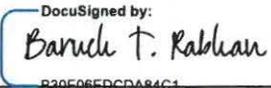
**AS WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST  
ABOVE WRITTEN:**

**WITNESS:**

\_\_\_\_\_

**TENANT:**

**FOUNDATIONS RECOVERY CENTER, LLC**  
a Maryland limited liability company

By:  \_\_\_\_\_ (SEAL)  
Printed Name: Baruch T. Rabhan  
Title: President

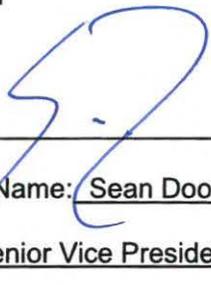
**WITNESS:**

Imindy Salee

**LANDLORD:**

**LYON GROUP I Joint Venture, LLC,**  
a Maryland limited liability company

**By: ST. JOHN PROPERTIES, INC.,**  
a Maryland corporation, and authorized agent of  
Landlord

By:  \_\_\_\_\_ (SEAL)  
Printed Name: Sean Doordan  
Title: Senior Vice President

**CORPORATE GUARANTY**

This Corporate Guaranty ("Guaranty") made this 17<sup>th</sup> day of June, 2021 by and between St. John Properties, Inc., as agent for owner ("Landlord"), and MBM Ventures, LLC, a Maryland limited liability company ("Guarantor"), for the foregoing Lease between Landlord and Foundation Recovery Center, LLC ("Tenant") for the premises at 7131 Rutherford Road, Windsor Mill, Maryland 21244 ("Premises"), and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, jointly and severally (if there be more than one party), hereby absolutely and unconditionally guarantee(s) to Landlord and its successors and assigns, (a) the full payment of the Annual Rent and all Additional Rent as and when provided for in the foregoing and annexed Lease Agreement ("Lease"), and (b) the performance and observance of all agreements and conditions contained in the Lease on the part of Tenant to be performed or observed. The undersigned hereby agrees that it shall in no way be released from its obligations under this Guaranty by any assignment of the Lease or any subletting of the Premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord to Tenant or by failure to receive notice of any of these actions. Guarantor agrees with Landlord that this Guaranty shall remain and continue in full force and effect as to any renewal, extension, modification or amendment of the Lease and as to any successor, assignee, or sublessee of Tenant regardless of any change or different use of the Premises (other than that provided for in Lease) whether by Tenant or any successor, assignee of Tenant. The undersigned hereby waives presentment, demand for payment, or notice of non-payment for any other sum payable by Tenant under the other terms, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed, Landlord may proceed directly against the undersigned, or any one of them, for the full amount due under this Guaranty without being required first to institute suit against Tenant. If either party brings any action or suit for the enforcement or interpretation of any provision of this Guaranty the prevailing party in such action shall be entitled to recover from the other party all reasonable costs and expenses associated with such action including reasonable attorney's fees.

GUARANTOR has caused this Guaranty to be executed under seal as of this 17<sup>th</sup> day of June, 2021.

WITNESS:

\_\_\_\_\_

GUARANTOR:  
MBM Ventures, LLC

Federal I.D.# 000000 83-0646993

By: Baruch T. Rabhan (SEAL)

Print Name: Baruch T. Rabhan

Title: President

Address: 4400 Pine Tree Dr Miami Beach FL 33140

0

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021 by

\_\_\_\_\_, which is the \_\_\_\_\_ of

\_\_\_\_\_, on behalf of which this record was executed.

\_\_\_\_\_  
Notary Public

[affix notary stamp]

My commission expires:

### LIMITED GUARANTY OF LEASE

This Limited Guaranty of Lease (the "Guaranty") made this 17<sup>th</sup> day of June, 2021, by and between St. John Properties, Inc., as agent for Lyon Group 1 Joint Venture, LLC (the "Landlord") and Baruch T. Rabhan and Tehila Fruchthandler Rabhan (individually and collectively, the "Guarantor"), for the foregoing Lease between Landlord and Foundations Recover Center, LLC (the "Tenant") for the premises at 7131 Rutherford Road, Windsor Mill, Maryland 21244 (the "Leased Premises") and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee(s) to Landlord and its successors and assigns, (a) the full payment of the Annual Rent and all Additional Rent as provided for in the foregoing and annexed Lease (the "Lease"), and (b) the performance and observance of all agreements and conditions contained in the Lease on the part of Tenant to be performed or observed (collectively, the "Obligations"). The undersigned hereby agree(s) that it (or they) shall in no way be released from the Obligations by an assignment of the Lease or any subletting of the Leased Premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord to Tenant or by failure to receive notice of any of these actions. Guarantor agrees with Landlord that this Guaranty shall remain and continue in full force and effect as to any renewal, extension, modification or amendment of said Lease and as to any successor, assignee, or sublessee of Tenant regardless of any change or different use of the Leased Premises (other than that provided for in said Lease) whether by Tenant or any successor, assignee of Tenant. The undersigned hereby waive(s) presentment, demand for payment, or notice of non-payment for any other sum payable by Tenant under the other terms, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed. Landlord may proceed directly against the undersigned, or any one of them, for the full amount due under this Guaranty after first instituting suit against Tenant. Guarantor agrees to pay to Landlord reasonable attorneys' fees incurred by Landlord if any action or suit is brought under this Guaranty for enforcement of the provision thereof.

The undersigned hereby authorize(s) any attorney to appear for them in any court of record in the state of Maryland and after one or more declarations filed, confess judgment against them as of any term for the amount hereof as may appear to be unpaid with costs of suit and reasonable attorney's fees not to exceed fifteen percent (15%) of the total amount then due and owing hereunder and release of all errors, and without stay of execution and inquisition and exemption upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

**Notwithstanding the above, the Guarantor's collective liability arising from the Obligations shall not exceed Two Million and 00/100ths Dollars (\$2,000,000.00; the "Guaranteed Amount"). Provided Tenant is not in default of the Lease beyond any cure period, the Guaranteed Amount shall reduce by Four Hundred Thousand and 00/100ths Dollars (\$400,000.00) on March 1, 2023 and each March 1st thereafter throughout the Term.**

[Signatures Follow]

GUARANTOR has caused this Guaranty to be executed under seal as of this 17<sup>th</sup> day of June, 2021.

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E00EDCCDA84C1...

Print Name: Baruch T. Rabhan  
Home Address: 4400 Pine Tree Dr  
Miami Beach FL 33140  
Social Security #: [REDACTED]

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E00EDCCDA84C1...

Print Name: Tehila Fruchthandler Rabhan  
Home Address: 4400 Pine Tree Dr  
Miami Beach FL 33140  
Social Security #: [REDACTED]

**LIMITED GUARANTY OF LEASE**

This Limited Guaranty of Lease (the "Guaranty") made this 17<sup>th</sup> day of June, 2021, by and between St. John Properties, Inc., as agent for Lyon Group 1 Joint Venture, LLC (the "Landlord") and Yitzchok M. Gold and Rachel A. Cohen (individually and collectively, the "Guarantor"), for the foregoing Lease between Landlord and Foundations Recover Center, LLC (the "Tenant") for the premises at 7131 Rutherford Road, Windsor Mill, Maryland 21244 (the "Leased Premises") and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee(s) to Landlord and its successors and assigns, (a) the full payment of the Annual Rent and all Additional Rent as provided for in the foregoing and annexed Lease (the "Lease"), and (b) the performance and observance of all agreements and conditions contained in the Lease on the part of Tenant to be performed or observed (collectively, the "Obligations"). The undersigned hereby agree(s) that it (or they) shall in no way be released from the Obligations by an assignment of the Lease or any subletting of the Leased Premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord to Tenant or by failure to receive notice of any of these actions. Guarantor agrees with Landlord that this Guaranty shall remain and continue in full force and effect as to any renewal, extension, modification or amendment of said Lease and as to any successor, assignee, or sublessee of Tenant regardless of any change or different use of the Leased Premises (other than that provided for in said Lease) whether by Tenant or any successor, assignee of Tenant. The undersigned hereby waive(s) presentment, demand for payment, or notice of non-payment for any other sum payable by Tenant under the other terms, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed. Landlord may proceed directly against the undersigned, or any one of them, for the full amount due under this Guaranty after first instituting suit against Tenant. Guarantor agrees to pay to Landlord reasonable attorneys' fees incurred by Landlord if any action or suit is brought under this Guaranty for enforcement of the provision thereof.

The undersigned hereby authorize(s) any attorney to appear for them in any court of record in the state of Maryland and after one or more declarations filed, confess judgment against them as of any term for the amount hereof as may appear to be unpaid with costs of suit and reasonable attorney's fees not to exceed fifteen percent (15%) of the total amount then due and owing hereunder and release of all errors, and without stay of execution and inquisition and exemption upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

**Notwithstanding the above, the Guarantor's collective liability arising from the Obligations shall not exceed Two Million and 00/100ths Dollars (\$2,000,000.00; the "Guaranteed Amount"). Provided Tenant is not in default of the Lease beyond any cure period, the Guaranteed Amount shall reduce by Four Hundred Thousand and 00/100ths Dollars (\$400,000.00) on March 1, 2023 and each March 1st thereafter throughout the Term.**

[Signatures Follow]

GUARANTOR has caused this Guaranty to be executed under seal as of this 17<sup>th</sup> day of June, 2021.

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
Yitzchok M. Gold (SEAL)  
9CE25FEAD769426...

Print Name: Yitzchok M. Gold  
Home Address: 3500 Southvale Road  
Baltimore MD 21208  
Social Security #: [REDACTED]

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
Rachel A. Cohen (SEAL)  
9CE25FEAD769426...

Print Name: Rachel A. Cohen  
Home Address: 3500 Southvale Road  
Baltimore MD 21028  
Social Security #: [REDACTED]

### LIMITED GUARANTY OF LEASE

This Limited Guaranty of Lease (the "Guaranty") made this 17<sup>th</sup> day of June, 2021, by and between St. John Properties, Inc., as agent for Lyon Group 1 Joint Venture, LLC (the "Landlord") and Michael Silberman and Kelly Silberman (individually and collectively, the "Guarantor"), for the foregoing Lease between Landlord and Foundations Recover Center, LLC (the "Tenant") for the premises at 7131 Rutherford Road, Windsor Mill, Maryland 21244 (the "Leased Premises") and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee(s) to Landlord and its successors and assigns, (a) the full payment of the Annual Rent and all Additional Rent as provided for in the foregoing and annexed Lease (the "Lease"), and (b) the performance and observance of all agreements and conditions contained in the Lease on the part of Tenant to be performed or observed (collectively, the "Obligations"). The undersigned hereby agree(s) that it (or they) shall in no way be released from the Obligations by an assignment of the Lease or any subletting of the Leased Premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord to Tenant or by failure to receive notice of any of these actions. Guarantor agrees with Landlord that this Guaranty shall remain and continue in full force and effect as to any renewal, extension, modification or amendment of said Lease and as to any successor, assignee, or sublessee of Tenant regardless of any change or different use of the Leased Premises (other than that provided for in said Lease) whether by Tenant or any successor, assignee of Tenant. The undersigned hereby waive(s) presentment, demand for payment, or notice of non-payment for any other sum payable by Tenant under the other terms, covenants, or conditions contained in the Lease on Tenant's part to be performed or observed. Landlord may proceed directly against the undersigned, or any one of them, for the full amount due under this Guaranty after first instituting suit against Tenant. Guarantor agrees to pay to Landlord reasonable attorneys' fees incurred by Landlord if any action or suit is brought under this Guaranty for enforcement of the provision thereof.

The undersigned hereby authorize(s) any attorney to appear for them in any court of record in the state of Maryland and after one or more declarations filed, confess judgment against them as of any term for the amount hereof as may appear to be unpaid with costs of suit and reasonable attorney's fees not to exceed fifteen percent (15%) of the total amount then due and owing hereunder and release of all errors, and without stay of execution and inquisition and exemption upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

**Notwithstanding the above, the Guarantor's collective liability arising from the Obligations shall not exceed Two Million and 00/100ths Dollars (\$2,000,000.00; the "Guaranteed Amount"). Provided Tenant is not in default of the Lease beyond any cure period, the Guaranteed Amount shall reduce by Four Hundred Thousand and 00/100ths Dollars (\$4,000,000.00) on March 1, 2023 and each March 1st thereafter throughout the Term.**

[Signatures Follow]

GUARANTOR has caused this Guaranty to be executed under seal as of this 17<sup>th</sup> day of June, 2021.

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
  
\_\_\_\_\_ (SEAL)  
93C459BDF33848C...

Print Name: Michael Silberman  
Home Address: 1648 Bullock Circle  
owings Mills MD 21117  
Social Security #: [REDACTED]

WITNESS:

\_\_\_\_\_

GUARANTOR:

DocuSigned by:  
  
\_\_\_\_\_ (SEAL)  
93C459BDF33848C...

Print Name: Kelly Silberman  
Home Address: 1648 Bullock Circle  
owings Mills MD 21117  
Social Security #: [REDACTED] 5

## SECURITY DEPOSIT AGREEMENT

This is **NOT** a receipt.

Date: June 17, 2021

St. John Properties, Inc., as agent for Lyon Group 1 Joint Venture, LLC ("Landlord") received from Foundations Recovery Center, LLC ("Tenant") the amount of \$48,018.67, as security deposit for the premises known as 7131 Rutherford Road, Windsor Mill, Maryland 21244 ("Premises").

Landlord agrees that, subject to the conditions listed below and provided in the Lease, this security deposit will be returned in full within forty-five (45) days of vacancy.

Tenant agrees that this security deposit may not be applied by Tenant as rent and that the full monthly rent will be paid on or before the first day of every month, including the last month of occupancy. Tenant further agrees that a mortgagee of the property demised by the Lease to which this Security Deposit Agreement is appended and/or a mortgagee thereof in possession of said property and/or a purchaser of said property at a foreclosure sale shall not have any liability to Tenant for this security deposit.

### SECURITY DEPOSIT RELEASE PREREQUISITES

- Full Term of Lease has expired.
- No damage to property beyond ordinary wear and tear.
- Entire Premises broom clean and in order.
- No unpaid late charges or delinquent rents, or other delinquent sums payable by Tenant.
- All keys returned to Landlord.
- All debris and rubbish and discards placed in proper rubbish containers.
- Forwarding address left with Landlord.

[Signature page follows]

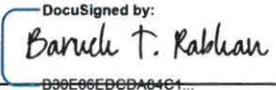
**AS WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:**

**WITNESS:**

\_\_\_\_\_

**TENANT:**

**FOUNDATIONS RECOVERY CENTER, LLC**  
a Maryland limited liability company

By:  \_\_\_\_\_ (SEAL)  
B36E66EDCBA04C1...

Printed Name: Baruch T. Rabhan

Title: President

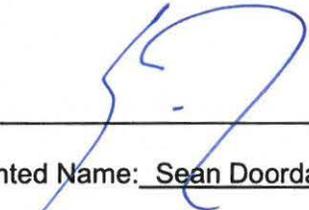
**WITNESS:**

Iming Saler

**LANDLORD:**

**LYON GROUP I Joint Venture, LLC,**  
a Maryland limited liability company

**By: ST. JOHN PROPERTIES, INC.,**  
a Maryland corporation, and authorized agent of  
Landlord

By:  \_\_\_\_\_ (SEAL)

Printed Name: Sean Doordan

Title: Senior Vice President

## RULES AND REGULATIONS

- 1) The Common Facilities, and the sidewalks, driveways, and other public portion of the Property shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress or egress to and from the Premises, and Tenant shall not permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Property. Tenant shall not invite to, or permit to visit the Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Property. Landlord reserves the right to control and operate, and to restrict and regulate the use of, the Property and the public facilities, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of tenants generally.
- 2) No animals (except Service Animals), fish or birds of any kind shall be brought into or kept in or about the Premises within the building.
- 3) Tenant shall not make or cause to make noise, including, but not limited to, music, the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the building or Property.
- 4) Tenant shall not use the Premises or allow it to be used for lodging or sleeping or for any immoral or illegal purpose.
- 5) Tenant shall not cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from the Premises which would annoy other tenants or create a public or private nuisance. Smoking is not allowed in the Premises or within 25 feet of any entrance to the building and Landlord may post suitable signage to that effect.
- 6) Plumbing facilities shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, ashes, newspapers, objects or other substances of any kind shall be thrown into the plumbing facilities.
- 7) Tenant agrees to keep the Premises in a neat, good and sanitary condition and to place garbage, trash, rubbish and all other disposables only where Landlord directs.
- 8) Landlord reserves the commercially reasonable right to rescind, alter, waive or add, any rule or Regulation at any time prescribed for the building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Property, or the preservation of good order therein, or the operation or maintenance of the Property, or the equipment thereof, or the comfort of tenants or others in the Property. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.
- 9) Tenant shall have the non-exclusive right to park in parking spaces in front of and behind Tenant's Premises. This area shall be defined by two imaginary lines extending out from Tenant's demising walls.
- 10) Tenant shall not place storage trailers or other storage containers of any type outside the Premises.

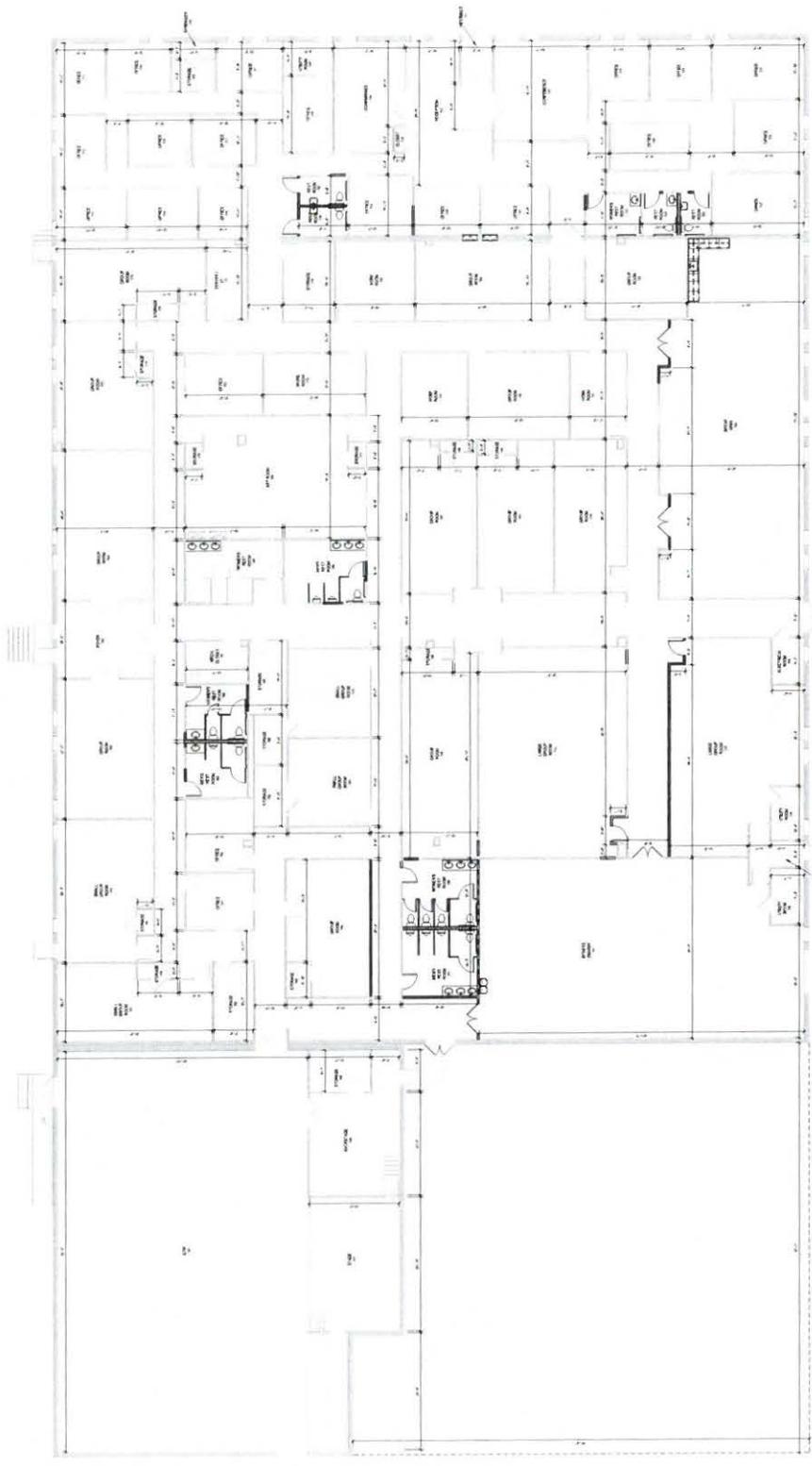
- 11) Tenant shall not park on a permanent or semi-permanent basis, any trailer behind dock doors or in any other location outside the Premises for the purpose of storage.
- 12) Tenant shall place any and all trash containers in the rear parking lot with a minimum of 15 feet distance from the building and within the two imaginary lines extending out from Tenant's rear demising walls. Tenant shall comply with Landlord's recycling and waste management policy, as part of Landlord's sustainability practices.
- 13) Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the Landlord's sustainability practices and that the building is or may be in the future certified pursuant to the U.S. Green Building Council's LEED rating system. Tenant is required to comply with these sustainability practices outside of the Premises and to the extent activities within the Premises jeopardize such certification to comply with those practices within the Premises.
- 14) Non-compliance with any of the above rules and regulations may, in Landlord's sole judgment, result in a monetary fine not to exceed \$100 per day. Landlord will notify Tenant of such violations and Tenant will have five (5) days to rectify, after which, daily fine will be applied, due and payable as Additional Rent within thirty (30) days of invoice.

EXHIBIT A  
TENANT IMPROVEMENTS









PROJECT: [REDACTED]  
 SHEET NO. A2.3  
 DATE: [REDACTED]  
 DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 APPROVED BY: [REDACTED]

DIMENSIONS IN FEET  
 TOTAL: 30.00 X 10.00



ST JOHN ARCHITECTS, L.L.C.  
 1000 BROADWAY, SUITE 2000  
 NEW YORK, NY 10018

DATE	DESCRIPTION







PROJECT: FOUNDATION RECOVERY CENTER, LLC  
7110 FORT WARD ROAD  
BIRMINGHAM, AL 35202  
DATE: 08/14/2014

SCALE: AS SHOWN  
DATE: 08/14/2014  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

PROJECT A  
SHEET NO. A3.1

- REFLECTED CEILING REMOVAL/NOISE BARRIER**
- 1. REFLECTED CEILING REMOVAL/NOISE BARRIER
  - 2. REFLECTED CEILING REMOVAL/NOISE BARRIER
  - 3. REFLECTED CEILING REMOVAL/NOISE BARRIER
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  - 10. REFLECTED CEILING REMOVAL/NOISE BARRIER



REFLECTED CEILING REMOVAL/NOISE BARRIER

REFLECTED CEILING REMOVAL/NOISE BARRIER  
TOTAL: 36,145.00 FT.

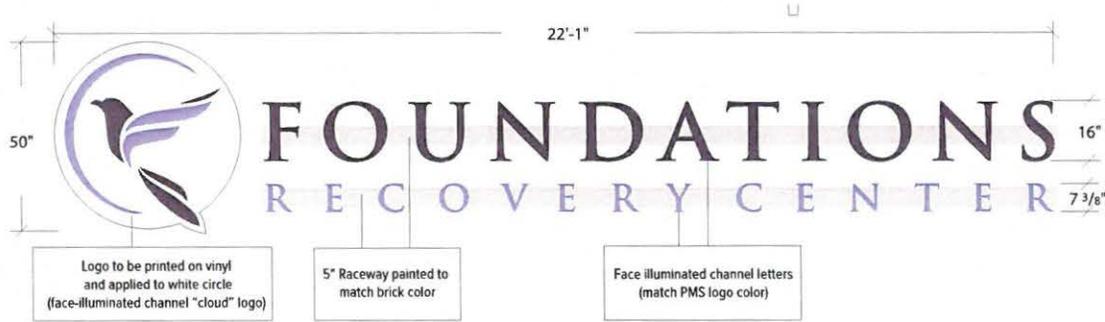


FOUNDATION RECOVERY CENTER, LLC  
7110 FORT WARD ROAD  
BIRMINGHAM, AL 35202



EXHIBIT B  
SIGN SPECIFICATIONS

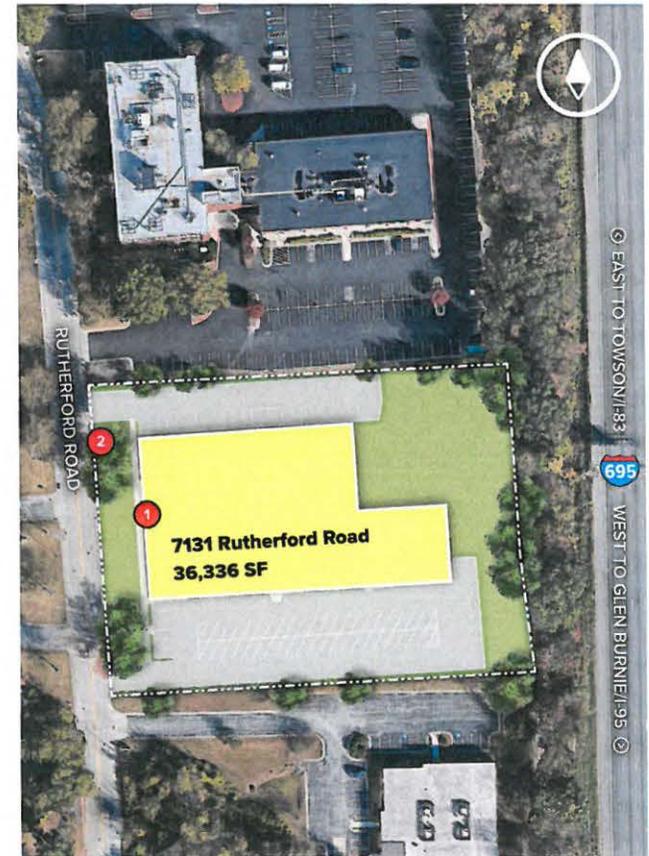
**NOTE:** Sign approval predicated upon approval from county or any affiliated oversight committees



1 PROPOSED BUILDING SIGN DETAIL | NTS

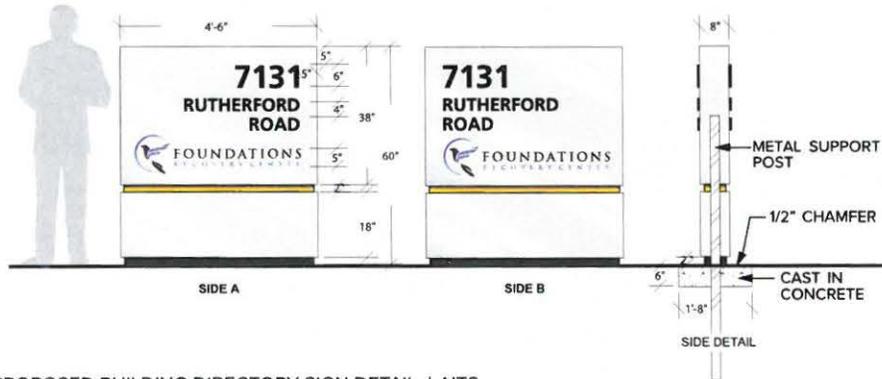


1 PROPOSED BUILDING SIGN RENDERING | NTS



SITE PLAN | NTS

**NOTE:** Sign approval predicated upon approval from county or any affiliated oversight committees



**NOTE:** Monument signage subject to change

2 PROPOSED BUILDING DIRECTORY SIGN DETAIL | NTS



2 PROPOSED BUILDING DIRECTORY SIGN RENDERING | NTS

EXHIBIT C  
OUTSIDE AREA

**EXHIBIT C** | Foundations Recovery Center, LLC | 7131 Rutherford Road

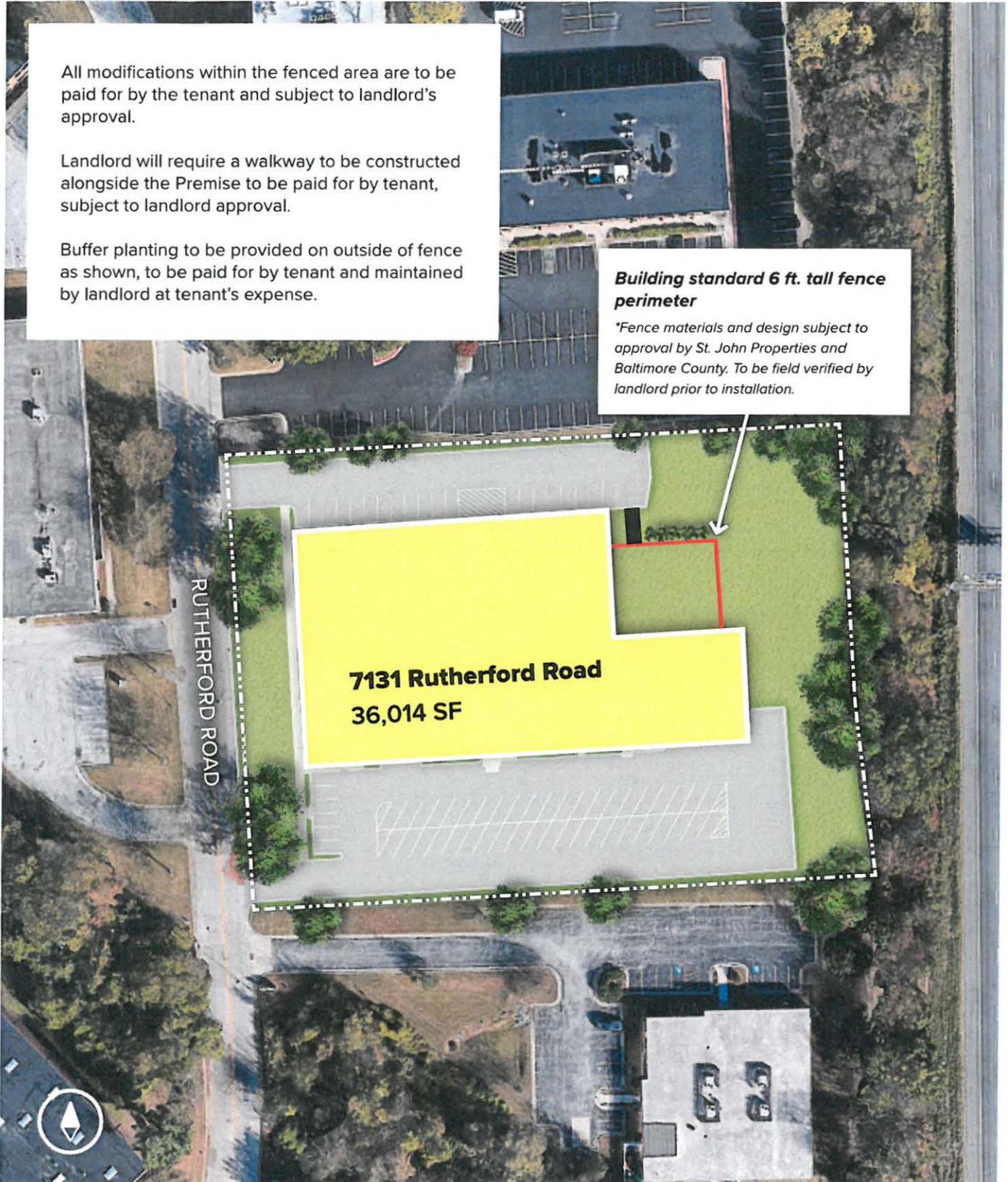


EXHIBIT D  
LEGAL DESCRIPTION

The property is located in the City of Baltimore, County of Baltimore, State of Maryland and is further described as follows:

Beginning for the same at a point on the east side of Rutherford Road, 50 feet wide, as shown on the Amended Plat 2, Section One, "Security Industrial Park", recorded among the Land Records of Baltimore County in Plat Book OTG 32, page 128, at the distance of 60.00 feet, as measured along said east side of Rutherford Road from its intersection with the southwest outline of the land shown on said Plat, running thence binding on said east side of Rutherford Road, (1) North 02 degrees 58 minutes 45 seconds West 293.00 feet, thence for a new line of division, (2) North 87 degrees 01 minute 15 seconds East 400.00 feet to a point on the West side of Baltimore Beltway, as shown on said Plat, thence binding on said west side of the Baltimore Beltway two courses: (3) South 02 degrees 58 minutes 45 seconds East 213.26 feet, and (4) South 07 degrees 27 minutes 06 seconds East 79.98 feet, thence for a new line of division, (5) south 87 degrees 01 minute 15 seconds West 406.24 feet to the place of beginning. Containing 2.6963 acres of land. Situate on the East side of Rutherford Road.

**FIRST AMENDMENT OF LEASE AND EARLY OCCUPANCY AGREEMENT**

This First Amendment of Lease ("First Amendment") is made and entered into this 22 day of October 2021 ("Effective Date") by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("Landlord") and Foundations Recovery Center, LLC, a Maryland limited liability company ("Tenant").

**RECITALS**

This First Amendment is made with reference to the following facts and objectives:

- A. By that certain Triple Net Building Lease Agreement dated June 17, 2021 ("Lease"), Tenant leased from Landlord and Landlord leased to Tenant certain real property consisting of approximately 36,014 square feet of area which are commonly known as 7131 Rutherford Road, Windsor Mill, Maryland 21244 ("Premises").
- B. By that certain Corporate Guaranty dated June 17, 2021 ("Corporate Guaranty"), MBM Ventures, LLC, a Maryland limited liability company ("Corporate Guarantor") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.
- C. By that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 1"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "Guarantor 1") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).
- D. By that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 2"), Michael Silberman and Kelly Silberman (collectively, "Guarantor 2") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).
- E. By that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 3"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "Guarantor 3") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).
- F. Landlord was to deliver the Premises to Tenant by October 1, 2021 pursuant to that certain Early Occupancy Letter Agreement dated June 17, 2021 ("Early Occupancy Agreement") between Landlord and Tenant, and the Lease was to commence on March 1, 2022 and expire on February 29, 2032.
- G. Pursuant to Section 34 of the Lease, Landlord was to construct Tenant Improvements in accordance with the floor plan dated March 26, 2021 and at Lease execution Tenant paid Landlord \$265,709 for Tenant Improvements ("Tenant's TI Payment"). However, Tenant has elected to construct the Tenant Improvements on its own.

**NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant agree as follows:**

- 1. As of the Effective Date, Section 1 of the Early Occupancy Agreement shall be deleted and replaced with the following:

"Tenant shall be permitted occupancy of the Premises as of the Effective Date. Upon execution of this First Amendment, Tenant shall not be responsible for Annual Rent from the Effective Date through February 28, 2022. Tenant shall be responsible for Additional Rent beginning on October 1, 2021. Rent payments shall commence March 1, 2022 per the Lease.

2. As of the Effective Date, Section 34 (Landlord's Work) of the Lease shall be deleted and replace with the following:

"Tenant accepts the Premises in "as-is" condition. Landlord shall provide Tenant with an improvement allowance equal to \$12.00 per rentable square foot (\$432,168.00) ("Allowance") for improving the Premises to Tenant's desired specifications in accordance with a plan mutually agreed upon by Landlord and Tenant ("Tenant Improvements"). The approval by Landlord of Tenant's plans for the Tenant Improvements shall not be unreasonably withheld, conditioned or delayed. The Allowance may be used by Tenant for any "hard" costs relating to the Tenant Improvements (and which shall not include costs for design, furniture, trade fixtures or other personal property). Tenant shall cause the Tenant Improvements to be performed by a general contractor of Tenant's choosing, but subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Tenant Improvements shall be designed and constructed in accordance with the following procedures and shall be subject to the following conditions:

a. Tenant Improvements shall be performed in a way which will not interfere with Landlord's original construction of the building;

b. Tenant shall keep the common areas free of building materials and equipment used in connection with the Tenant Improvements;

c. Tenant shall provide for the removal of all refuse and debris which is generated or otherwise results in connection with the construction of the Tenant Improvements;

d. Tenant will indemnify, defend and hold harmless Landlord and Landlord's contractors against all claims and liabilities resulting from the performance of the Tenant Improvements by Tenant and its contractor/subcontractors.

e. Tenant shall provide Landlord with a certificate of insurance for both workers compensation and general liability for each and every contractor or subcontractor working at the Premises.

f. Tenant, at its sole cost and expense, shall pay for all alterations, additions or improvements desired and/or required inside or outside the Premises as a result of Tenant's use, including any changes in occupancy permits required at any time from time to time during the Term by any federal, state or local governmental agency.

g. In the event that a building permit is required in connection with the Tenant Improvements, Landlord shall have the first option to submit the permit application on behalf of Tenant. Any permit cost shall be at Tenant's expense; provided, however, Landlord shall not charge any fee or other expense for submitting the permit application on behalf of Tenant.

h. Any roof related work required as part of the Tenant Improvements, unless otherwise agreed by Landlord, must be completed by Landlord's roofing contractor.

i. Site visits must be scheduled by Tenant's general contractor with Landlord to inspect completed construction prior to the local jurisdiction inspections. A list of these local jurisdiction inspections are as follows:

- i. plumbing underground
- ii. plumbing rough-in
- iii. electric service inspection
- iv. electric wall inspection
- v. electric ceiling close in
- vi. low voltage wiring inspection
- vii. framing and insulation inspection

- viii. building ceiling close in inspection
- ix. walk through before final U & O inspection
- x. Tenant to supply Landlord with a copy of sprinkler inspection certification
- xi. Tenant to supply Landlord with service manuals on mechanical equipment, etc.
- xii. Tenant to submit copy of U & O certification to Landlord.

j. Tenant shall pay Landlord an inspection fee of \$1,200.00, payable at execution of the First Amendment.

k. Tenant shall provide Landlord a final unconditional waiver from the general contractor working on the Premises.

Tenant may request Allowance disbursements and Landlord agrees to pay to Tenant from the Allowance in one-third (1/3) increments following Landlord's inspection and the completion of all local jurisdiction inspections as may be required for the Tenant Improvement work to be reimbursed to Tenant, according to the following schedule:

1. Landlord will pay Tenant a one-third (1/3) disbursement within thirty (30) days after Tenant submits to Landlord an AIA pay application and schedule of values indicating a minimum of 33% of the Tenant Improvement work has been completed along with an unconditional progress lien release waiver indicating that the Tenant has paid that sum of monies to the general contractor.

2. Landlord will pay Tenant the second one-third (1/3) disbursement within thirty (30) days after Tenant submits to Landlord a second AIA pay application and schedule of values indicating a minimum of 66% of the Tenant Improvement work has been completed along with an unconditional progress lien release waiver indicating that the Tenant has paid that sum of monies to the general contractor.

3. A final one-third (1/3) disbursement will be paid to the Tenant at the conclusion of the project after the Tenant submits to Landlord a final AIA pay application and schedule of values indicating 100% of the Tenant Improvement work has been completed along with an unconditional final lien release waiver indicating that the Tenant has paid all sums of monies owed to the general contractor as part of the Tenant's contract with the general contractor and Tenant has submitted to the Landlord a Use & Occupancy certificate as issued by the jurisdiction having authority over the building permit, and Tenant has submitted final as-built drawings to the Landlord in CAD format. Upon receipt of the above, Landlord shall make final disbursement within 30 days of Tenant's submission. In addition to the Allowance, Landlord, through its "in-house" space planning department, shall perform all space planning services necessary in connection with the Tenant Improvements at no cost to Tenant. Tenant shall be responsible for all construction documents needed in order to obtain a building permit in connection with the Tenant Improvements at its sole cost and expense (but subject to Landlord's payment of the Allowance). Tenant's general contractor shall coordinate the construction of the Tenant Improvements with Landlord so as not to interfere with the completion of the construction of the building. Tenant shall be entitled to install a security system for the Premises which uses master codes or cards instead of keys, provided that Tenant shall provide Landlord with the master code or card, for such system. Tenant shall further have the right to hire its own specialty contractors (such specialty contractors to be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed) for specialty items to be installed and/or otherwise used by Tenant at the Premises, including but not necessarily limited to cabling, telephone, etc. Tenant's specialty contractors will have the right to enter the Premises during the construction of the Tenant Improvements after coordinating such work with Tenant's general contractor (and Landlord with respect to the building) to ensure that all work proceeds smoothly and efficiently.

- I. In the event that the Allowance has not been fully disbursed to Tenant on or before Closing (as defined in Section 43 of the Lease), Tenant shall receive a credit on the settlement statement at Closing for the amount of the unpaid Allowance.
3. Landlord shall refund Tenant, within eight (8) business days of execution from this First Amendment, Tenant's TI Payment in the amount of \$265,709.00.
4. All other terms and conditions of the Lease are hereby ratified and shall remain in full force and effect.
5. This First Amendment may be signed in any number of counterpart copies and by the parties to this First Amendment on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart. Any party so executing this Amendment by facsimile transmission or electronic mail shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or electronic mail.
6. Each capitalized term used in this Amendment shall have the same meaning as set forth in the Lease, unless otherwise provided for herein.

[Signature pages follow]

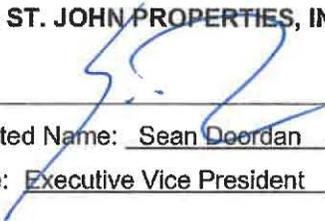
IN WITNESS WHEREOF, Landlord and Tenant have respectively executed under seal this FIRST AMENDMENT OF LEASE as of the day and year first above written.

Witness:



**LANDLORD:**  
**LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

By:  (SEAL)

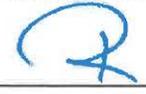
Printed Name: Sean Doordan

Title: Executive Vice President

Witness:



**TENANT:**  
**FOUNDATIONS RECOVERY CENTER, LLC**

By:  (SEAL)

Printed Name: Baruch T. Rabhan

Title: President

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing First Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**



**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

By:  (SEAL)

Printed Name: Baruch T. Rabhan

Title: President

**Witness:**

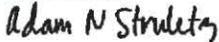


**GUARANTOR 1:**

 (SEAL)

Baruch T. Rabhan, individual

**Witness:**

DocuSigned by:  
  
12FCC04434044AD...

**GUARANTOR 1:**

DocuSigned by:  
 (SEAL)  
B30F06E0CDA84G1...

Tehila Fruchthandler Rabhan, individual

**Witness:**

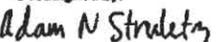


**GUARANTOR 2:**

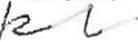
 (SEAL)

Michael Silberman, individual

**Witness:**

DocuSigned by:  
  
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**GUARANTOR 2:**

DocuSigned by:  
 (SEAL)  
C7C708484A24FE...

Kelly Silberman, individual

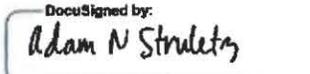
**Witness:**

  
\_\_\_\_\_

**GUARANTOR 3:**

 (SEAL)  
Yitzchok M. Gold, individual

**Witness:**

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**GUARANTOR 3:**

 (SEAL)  
Rachel A. Cohen, individual

**SECOND AMENDMENT TO LEASE**

(7131 Rutherford)

**THIS SECOND AMENDMENT TO LEASE** (hereinafter this "**Amendment**") is made and entered into this 14th day of December 2021 (the "Effective Date"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("**Landlord**") and Foundations Recovery Center, LLC, a Maryland limited liability company ("**Tenant**").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021 (as amended by that certain First Amendment of Lease and Early Occupancy Agreement, dated effective as of October 22, 2021, the "Lease"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease (the "Premises"); and

**WHEREAS**, the Closing (as such term is defined in the Lease) must occur on or prior to January 13, 2022; and

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing.** Section 43(C) of the Lease is hereby amended that Closing shall occur not later than February 14, 2022. No later than January 14, 2022, Tenant shall give Landlord written notice of the Closing, which notice shall specify the exact time of Closing. The remaining provisions of Section 43(C) shall remain without amendment or modification.

3. **Amendment to Maintenance and Services.** Section 9(A) of the Lease is hereby amended such that Landlord does not give a warranty on any items listed in Section 9(A). Provided Tenant does not perform any work on the existing HVAC units as part of Tenant Improvements and Tenant purchases the HVAC annual maintenance contract from Landlord, Landlord agrees to guarantee that Tenant's maximum expense for the HVAC systems (excluding

the HVAC annual maintenance contract which Tenant must purchase from Landlord) shall never exceed One Thousand Dollars (\$1,000.00) per unit per calendar year and any HVAC expense that exceeds said amount shall be the responsibility of the Landlord.

4. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect and has not previously been modified or amended. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

5. **Counterparts; Execution and Delivery.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

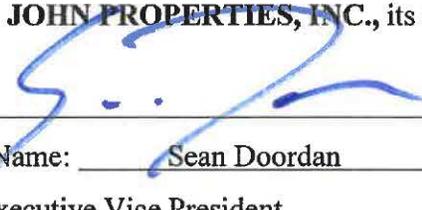
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

**Witness:**



**LANDLORD:**  
**LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

By:  (SEAL)

Printed Name: Sean Doordan

Title: Executive Vice President

**Witness:**



**TENANT:**  
**FOUNDATIONS RECOVERY CENTER, LLC**

By:  (SEAL)

Printed Name: Baruch T. Rabhan

Title: Authorized Member

**THIRD AMENDMENT TO LEASE**

(7131 Rutherford)

**THIS THIRD AMENDMENT TO LEASE** ("**Amendment**") is made and entered into this 23<sup>rd</sup> day of March 2022 ("**Effective Date**"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("**Landlord**") and Foundations Recovery Center, LLC, a Maryland limited liability company ("**Tenant**").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, as amended by that certain Second Amendment to Lease dated December 14, 2021 (collectively, "**Lease**"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease ("**Premises**"); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 ("**Corporate Guaranty**"), MBM Ventures, LLC, a Maryland limited liability company ("**Corporate Guarantor**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 1**"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "**Guarantor 1**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 2**"), Michael Silberman and Kelly Silberman (collectively, "**Guarantor 2**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 3**"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "**Guarantor 3**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, the Lease Commencement Date (as such term is defined in the Lease) is March 1, 2022 and Tenant shall pay Annual Rent and Additional Rent beginning on March 1, 2022.

**WHEREAS**, the Closing (as such term is defined in the Lease and as amended by that certain Second Amendment to Lease) must occur on or prior to February 14, 2022;

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing.**

a) Section 43(C) of the Lease is hereby amended that Closing shall occur not later than September 30, 2022. No later than September 1, 2022, Tenant shall give Landlord written notice of the Closing, which notice shall specify the exact time of Closing. Landlord and Tenant as purchaser, shall execute at Closing such customary and reasonable documents required by the Title Company, Tenant's Lender, and Landlord. At Closing, Tenant shall have the right to assign Tenant's option to purchase the Property to any entity affiliated with Tenant; provided, Tenant provides written notice of such assignment to Landlord at least five (5) business days prior to Closing. Notwithstanding any assignment pursuant to this Section, in no event shall Tenant be released from any of the obligations under this Amendment.

Prior to Closing, Tenant shall execute that certain Assignment and Acceptance of Relinquished Property Contract attached hereto as **Exhibit A**. At Closing, Tenant and/or Landlord shall execute the following documents, among such other documents reasonably requested by Landlord, Tenant, or the title insurance company insuring title to the Premises (the "Title Company") including, but not limited to the following:

- i. Special Warranty Deed attached hereto as **Exhibit B**
- ii. Owner's Affidavit, attached hereto as **Exhibit C**
- iii. Gap Indemnity, attached hereto as **Exhibit D**
- iv. Maryland Form WH-AR, attached hereto as **Exhibit E**

b) Section 43(D) of the Lease is hereby amended that Landlord shall retain the Security Deposit in the event of a Closing and Tenant shall not receive a credit at Closing in the amount of the Security Deposit. The remaining provisions of Section 43(D) shall remain without amendment or modification. Nothing herein shall modify any provision of the Lease regarding the Security Deposit in the event Closing does not occur.

3. **Amendment to Maintenance and Services.** Section 9(A) of the Lease is hereby amended such that Tenant shall be responsible for all expenses for the HVAC systems through Closing. In the event Tenant does not proceed to Closing, the Landlord shall guarantee that Tenant's maximum expense for the HVAC systems (excluding the HVAC annual maintenance contract which Tenant must purchase from Landlord) will not exceed \$1,000 per unit per calendar year and any HVAC expense that exceeds said amount shall be the responsibility of Landlord. The remaining provisions of Section 9(A) shall remain without amendment or modification.

4. **Payment of Outstanding Balance.** Tenant has an unpaid balance with Baltimore Gas and Electric ("**BGE**") in the amount of \$10,420.33. Tenant shall pay BGE the unpaid balance of \$10,420.33 and provide Landlord supporting documentation prior to or upon execution of this Amendment.

5. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect and has not previously been modified or amended. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

7. **Counterparts; Execution and Delivery.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

**Witness:**

Mary Salas

**LANDLORD:  
LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

By: Matthew J. Lenihan (SEAL)

Printed Name: Matthew J. Lenihan

Title: Senior Vice President

**Witness:**

\_\_\_\_\_

**TENANT:  
FOUNDATIONS RECOVERY CENTER, LLC**

By: <sup>DocuSigned by:</sup> Baruch T. Rabhan (SEAL)

B30E06EDCDA84C1...  
Printed Name: Baruch T. Rabhan

Title: Authorized Member

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing First Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E08EDCDA84C1...  
Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

\_\_\_\_\_

DocuSigned by:  
Michael Silberman (SEAL)  
B431223E9397424...  
Michael Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 2:**

DocuSigned by:  
  
B431223E9397424... (SEAL)  
Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

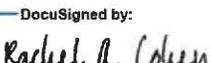
**GUARANTOR 3:**

DocuSigned by:  
  
9CE25FEAD789428... (SEAL)  
Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
  
9CE25FEAD789428... (SEAL)  
Rachel A. Cohen, individual

**EXHIBIT A**

**Assignment and Acceptance of Relinquished Property Contract  
[attached]**

**ASSIGNMENT AND ACCEPTANCE OF  
RELINQUISHED PROPERTY CONTRACT**

\_\_\_\_\_, 2022

**ASSIGNMENT**

For value received, Lyon Group I Joint Venture, LLC, a Maryland limited liability company (the “**Taxpayer**”), hereby transfers, sets over, and assigns all of its right, title, and interest, including but not limited to Taxpayer’s right to receive payment for that real property known as 7131 Rutherford Road, Windsor Mill, Baltimore County, Maryland 21244 (the “**Relinquished Property**”), but not any of Taxpayer’s obligations, under Section 43 (Option to Purchase) of the Triple Net Building Lease Agreement dated June 17, 2021 (the “**Relinquished Property Contract**”) between Taxpayer, as landlord, and Foundations Recovery Center, LLC, a Maryland limited liability company, as tenant (“**Buyer**”), as may be amended and assigned (the “**Relinquished Property Contract**”), to Chicago Deferred Exchange Company, LLC (“**Qualified Intermediary**”) under the Exchange Agreement (“**Exchange Agreement**”) between Taxpayer and Qualified Intermediary dated February 10, 2022.

**TAXPAYER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

**ACCEPTANCE**

Qualified Intermediary hereby accepts this Assignment of Taxpayer's right, title, and interest, including but not limited to the right to receive payment for the Relinquished Property, but not Taxpayer's obligations, in and to the Relinquished Property Contract, effective as of the date first above written. Qualified Intermediary, exercising its discretion under the Exchange Agreement, directs the Taxpayer to convey, on behalf of and consistent with the rights of the Qualified Intermediary under the Exchange Agreement, the Relinquished Property directly to the Buyer.

**QUALIFIED INTERMEDIARY:**

CHICAGO DEFERRED EXCHANGE  
COMPANY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Assignment and Acceptance of Relinquished Property Contract  
- Lyon Group I Joint Venture, LLC]*

**NOTICE OF ASSIGNMENT AND  
ACKNOWLEDGMENT BY BUYER**

You are hereby notified that all of Taxpayer's right, title, and interest, including but not limited to the right to receive payment for the Relinquished Property, but not its obligations, in and to the Relinquished Property Contract, have been assigned to Qualified Intermediary under the Exchange Agreement between Taxpayer and Qualified Intermediary. The undersigned Buyer hereby acknowledges receipt of the foregoing Assignment and Acceptance of the Relinquished Property Contract, and consents to the terms thereof.

**BUYER:**

FOUNDATIONS RECOVERY CENTER,  
LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Assignment and Acceptance of Relinquished Property Contract  
- Lyon Group I Joint Venture, LLC]*

**EXHIBIT B**

**Special Warranty Deed  
[attached]**

**AFTER RECORDING RETURN TO:**

Chicago Title Insurance Company  
One South Street, Suite 1250  
Baltimore, Maryland 21202  
Attention: Lori F. Glebocki, Esq.

Tax Account No. 02 -0213751470

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** (this “**Deed**”) is dated as of \_\_\_\_\_, 2022, from LYON GROUP I JOINT VENTURE, LLC, a Maryland limited liability company (“**Grantor**”) to FOUNDATIONS RECOVERY CENTER, LLC, a Maryland limited liability company (“**Grantee**”).

**RECITALS**

WITNESSETH, in consideration of the sum of Eight Million Dollars (\$8,000,000), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, in fee simple, all of Grantor’s right, title and interest in and to the property located in Baltimore County, Maryland, as described on **Exhibit A** attached hereto (the “**Property**”).

TOGETHER WITH all improvements thereon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the Property hereby conveyed unto Grantee, its successors and assigns, in fee simple.

SUBJECT TO all matters of record.

Grantor covenants to warrant specially the Property hereby granted and conveyed, and to execute such further assurances as may be required.

*[signature on the following page]*

IN WITNESS WHEREOF, Grantor has executed this Deed.

**WITNESS:**

**GRANTOR:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

STATE OF MARYLAND )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Edward A. St. John, the General Manager of Edward St. John, LLC, the Manager of Lyon Group I Joint Venture, LLC, a Maryland limited liability company, and that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires:

The undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, hereby certifies that this instrument has been prepared by or under the supervision of the undersigned.

---

Richard E. Levine

## EXHIBIT A

### Legal Description

Beginning for the same at a point on the east side of Rutherford Road, 50 feet wide, as shown on the Amended Plat 2, Section One, "Security Industrial Park", recorded among the Land Records of Baltimore County in Plat Book OTG 32, page 128, at the distance of 60.00 feet, as measured along said east side of Rutherford Road from its intersection with the southwest outline of the land shown on said Plat, running thence binding on said east side of Rutherford Road, (1) North 02 degrees 58 minutes 45 seconds West 293.00 feet, thence for a new line of division, (2) North 87 degrees 01 minute 15 seconds East 400.00 feet to a point on the West side of Baltimore Beltway, as shown on said Plat, thence binding on said west side of Baltimore Beltway two courses: (3) South 02 degrees 58 minutes 45 seconds East 213.26 feet, and (4) South 07 degrees 27 minutes 06 seconds East 79.98 feet, thence for a new line of division, (5) South 87 degrees 01 minute 15 seconds West 406.24 feet to the place of beginning. Containing 2.6963 acres of land. Situate on the East side of Rutherford Road.

Subject to the ten foot drainage and utility easement laid out along the west side of the Baltimore Beltway, as shown on the Plat herein referred to; and

Subject also to two (2) ten foot drainage and utility easements, the center lines of said easements being the second and fifth lines of the land herein described.

Being the same property conveyed to Grantor by a Deed dated October 6, 1982 from Lyon Associates, Inc. recorded among the Land Records of Baltimore County in Liber 6441 at folio 769.

**MARYLAND FORM WH-AR Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence**

**2022**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor Lyon Group I Joint Venture, LLC

**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).

**3. Reasons for Exemption**

**Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

LYON GROUP I JOINT VENTURE, LLC

Witness/Attest

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

Date: \_\_\_\_\_

\*\* Form must be dated to be valid.

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

**EXHIBIT C**

**Owner's Affidavit  
[attached]**

**OWNER'S AFFIDAVIT**

\_\_\_\_\_, 2022

Title Company File No.: 202100937MD

Subject Property: 7131 Rutherford Road  
Windsor Mill, Baltimore County

STATE OF MARYLAND, to wit:

THIS DAY, there personally appeared before the undersigned, a Notary Public in and for the State of Maryland, duly commissioned, the undersigned Owner of the captioned property (the "**Property**"), who, being first duly sworn and deposed, say as follows:

1. That the undersigned is the Owner of the Property.
2. That there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, Unpaid Homeowners Association Dues, etc.) known to the undersigned which are not being paid or properly accounted for in the current transaction.
3. That no lawsuit is pending or, to the best of the knowledge of the undersigned, threatened against the undersigned in any State or Federal Court.
4. The undersigned has not been declared bankrupt or insolvent, voluntarily or involuntarily, in any court, which has not been previously disclosed by the undersigned to Chicago Title Insurance Company (the "**Title Company**").
5. That to the best of the undersigned's knowledge, all labor and materials used in construction of improvements, repairs, or modifications to the subject property by the undersigned have been paid for, and there are now no unpaid bills for labor or material against the improvements or property upon which same are situated, and all sums of money due for the erection or modification of improvements have been fully paid and satisfied.

6. That to the best of the undersigned's knowledge, all charges for taxes, assessments, improvements, and services furnished by any governmental entity to the undersigned have been paid, and the undersigned has received no notice from any governmental agency that work is required to be done to the subject property which will result in future charges.
7. That to the best of the undersigned's knowledge, no governmental authority has notified the undersigned of any violations, abatement notices, or condemnations.
8. That to the best of the undersigned's knowledge, there have been no violations of any restrictions (subdivision or governmental) affecting the subject property.
9. That to the best of the undersigned's knowledge, there are no disputes with any adjoining property owners as to use or location of any improvements (including fences, driveways, structures, etc.), and there are no disputes regarding the location of property lines.
10. That to the best of the undersigned's knowledge, there are no unrecorded leases or agreements affecting the subject property except for the lease dated June 17, 2021 between St. John Properties, Inc., as agent for Lyon Group I Joint Venture, LLC, and Foundations Recovery Center, LLC, as amended.
11. That the current transaction is not made for the purpose of hindering, delaying, or defrauding any creditors of the undersigned.
12. That to the best of the undersigned's knowledge, all taxes, charges, dues, water and sewer bills and charges, and other assessments payable in connection with the subject property have been paid through the date of the herein Affidavit unless payment has been provided for on the Settlement Statement used in the current transaction.
13. That there are no outstanding contracts of sale or other options to purchase the Property except as contained in Section 43 of the lease dated June 17, 2021 between St. John Properties, Inc., as agent for Lyon Group I Joint Venture, LLC, and Foundations Recovery Center, LLC, as amended.

14. There have not been any improvements to the Property that have been financed, in whole or in part, through a “Home Energy Loan Program” (HELP) or “Property Assessed Clean Energy” program (PACE) of the jurisdiction in which the subject Property is located.

THE PURPOSE OF THIS AFFIDAVIT is to induce the Title Company or its agent to make and complete settlement on the Property, and to issue its policies of title insurance. The undersigned certifies that all of the foregoing statements are true and correct.

**OWNER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

**EXHIBIT D**

**Gap Indemnity  
[attached]**

**HOLD HARMLESS INDEMNITY  
(GAP INDEMNITY)**

WHEREAS, Chicago Title Insurance Company (the “**Company**”) has been asked to issue an Owner’s policy of title insurance in the amount of Eight Million Dollars (\$8,000,000) covering premises owned by Lyon Group I Joint Venture, LLC, a Maryland limited liability company (the “**Property**”), as more particularly described in Commitment for Title Insurance No. 202100937MDREV.1 (the “**Commitment**”).

AND WHEREAS, the Company is unwilling to give insurance coverage until the Deed is filed for recording in the Land Records of Baltimore County, Maryland and the indices are current through the date of such recording.

AND WHEREAS, the parties to the transaction have requested the Company to provide a so-called “New York Style Closing”, which provide for the unconditional delivery of the Special Warranty Deed (the “**Deed**”) and disbursement of funds by the Company.

NOW THEREFORE it is agreed that in consideration of the Company issuing its policy effective as of the date closing occurs without making exception therein for matters which may arise between the date of the Commitment and the earlier to occur of (i) 14 days after the date hereof, or (ii) the date the Deed creating the interest being insured has been filed for recording (the “**Gap Period**”) and which matters may constitute an encumbrance on or affect said title, the undersigned property owner will dispose of any encumbrance, lien, or objectionable matter of title (collectively, “**Title Defects**”) which may arise as the case may be, against the Property during the Gap Period, and to hold harmless and indemnify the Company against all expenses, costs and attorney fees, which may arise out of our failure to so remove, bond or otherwise dispose of any such liens, encumbrances or objectionable matters, provided that (a) as of the date hereof the undersigned property owner is aware to its actual knowledge of such Title Defects, and (b) neither the Company nor the insured under the title insurance policy is or should reasonably have been aware of the Title Defects.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

*[Signature appears on the following page]*

**OWNER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

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

Name: Edward A. St. John

Title: General Manager

**SUBSCRIBED TO AND SWORN TO**, before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT E**

**Maryland Form WH-AR  
[attached]**

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2022**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor Lyon Group I Joint Venture, LLC

**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).

**3. Reasons for Exemption**

**Resident Status**

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

Date: \_\_\_\_\_

\*\* Form must be dated to be valid.

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

## FOURTH AMENDMENT TO LEASE

(7131 Rutherford)

**THIS FOURTH AMENDMENT TO LEASE ("Amendment")** is made and entered into this 30th day of September 2022 ("Effective Date"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("Landlord") and Foundations Recovery Center, LLC, a Maryland limited liability company ("Tenant").

### WITNESSETH:

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, as amended by that certain Second Amendment to Lease dated December 14, 2021, and as amended by that certain Third Amendment to Lease dated March 23, 2022 (collectively, "Lease"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease ("Premises"); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 ("Corporate Guaranty"), MBM Ventures, LLC, a Maryland limited liability company ("Corporate Guarantor") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 1"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "Guarantor 1") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 2"), Michael Silberman and Kelly Silberman (collectively, "Guarantor 2") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("Guaranty 3"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "Guarantor 3") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, the Lease Commencement Date was March 1, 2022 and Tenant is paying rent in accordance with the Lease.

**WHEREAS**, the Closing (as such term is defined in the Lease and as amended by that certain Third Amendment to Lease) must occur on or prior to September 30, 2022;

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art**. All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing**.

a) Upon Tenant's execution of this Amendment, Tenant shall deliver to Landlord a non-refundable deposit of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) ("**Extension Deposit**"). In the event Tenant purchases the Property from Landlord, the Extension Deposit shall be applied to the Purchase Price (as such term is defined in the Lease and amended below). Otherwise, the Extension Deposit shall be retained by Landlord in consideration of its execution of this Amendment.

b) Section 43(B) of the Lease is hereby deleted in its entirety and the following language is inserted in lieu thereof:

"B. The purchase price for the Property to be purchased by Tenant from Landlord shall be Eight Million Twenty-Five Thousand and 00/100ths Dollars (\$8,025,000) plus the total amount of the Allowance which has been paid by Landlord to Tenant prior to Closing pursuant to Section 34 of the Lease (the "Purchase Price")."

The parties acknowledge that \$144,056 of the Allowance has been paid by Landlord to Tenant as of September 30, 2022. Thus, had the Closing taken place on September 30, 2022, the Purchase Price would have been \$8,169,056.

c) Section 34(I) of the Lease, which states, "In the event that the Allowance has not been fully disbursed to Tenant on or before Closing (as defined in Section 43 of the Lease), Tenant shall receive a credit on the settlement statement at Closing for the amount of the unpaid Allowance" is hereby deleted in its entirety. Notwithstanding the foregoing deletion or anything to the contrary contained in the Lease as amended hereby, Tenant's failure to purchase the Property in accordance with Section 43 of the Lease shall not relieve Landlord of its obligation to pay the balance of the Allowance to Tenant subject to Section 34 of the Lease and provided that Tenant is not in default under the Lease beyond any applicable notice and cure period under the Lease at the time and date such payment of any portion of the Allowance is due.

d) Section 43(C) of the Lease is hereby amended to provide that Closing shall occur on November 15, 2022 or such earlier date designated by Tenant or mutually agreed upon by the

Landlord and Tenant in writing. If Tenant elects to close earlier than November 15, 2022, then it shall give Landlord no less than thirty (30) days prior written notice of such earlier date and exact time of Closing. Landlord and Tenant as purchaser, shall execute at Closing such customary and reasonable documents required by the Title Company, Tenant's Lender, and Landlord. At Closing, Tenant shall have the right to assign Tenant's option to purchase the Property to any entity affiliated with Tenant; provided, Tenant provides written notice of such assignment to Landlord at least five (5) business days prior to Closing. Notwithstanding any assignment pursuant to this Section, in no event shall Tenant be released from any of the obligations under this Lease. In the event of such permitted assignment, references to Tenant as buyer shall instead refer to such assignee.

Prior to Closing, Tenant shall execute that certain Assignment and Acceptance of Relinquished Property Contract attached hereto as **Exhibit A**. At Closing, Tenant and/or Landlord shall execute the following documents, among such other documents reasonably requested by Landlord, Tenant, or the title insurance company insuring title to the Premises (the "**Title Company**") including, but not limited to the following:

- i. Special Warranty Deed attached hereto as **Exhibit B**
- ii. Owner's Affidavit, attached hereto as **Exhibit C**
- iii. Gap Indemnity, attached hereto as **Exhibit D**
- iv. Maryland Form WH-AR, attached hereto as **Exhibit E**
- v. Assignment and Assumption of Lease, attached hereto as **Exhibit F**.

3. **Binding Agreement**. Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

4. **Governing Law**. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

5. **Counterparts; Execution and Delivery**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

**Witness:**

**LANDLORD:  
LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

*Min of Sala*

By: *Matthew J. Lenihan* (SEAL)

Printed Name: Matthew J. Lenihan

Title: Senior Vice President

**Witness:**

**TENANT:  
FOUNDATIONS RECOVERY CENTER, LLC**

\_\_\_\_\_

By: <sup>DocuSigned by:</sup> *Baruch T. Rabhan* (SEAL)

B30E08EDCCDAB4C1...  
Printed Name: Baruch T. Rabhan

Title: Authorized Member

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing Fourth Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...

Printed Name: Baruch T. Rabhan

Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...

Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E06EDCDA84C1...

Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

\_\_\_\_\_

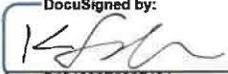
DocuSigned by:  
Michael Silberman (SEAL)  
B431223E9397424...

Michael Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 2:**

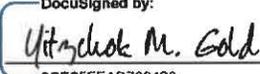
DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
B431223E9397424...

Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

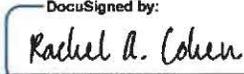
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Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

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Rachel A. Cohen, individual

**EXHIBIT A**

**Assignment and Acceptance of Relinquished Property Contract  
[attached]**

**ASSIGNMENT AND ACCEPTANCE OF  
RELINQUISHED PROPERTY CONTRACT**

\_\_\_\_\_, 2022

**ASSIGNMENT**

For value received, Lyon Group I Joint Venture, LLC, a Maryland limited liability company (the “**Taxpayer**”), hereby transfers, sets over, and assigns all of its right, title, and interest, including but not limited to Taxpayer’s right to receive payment for that real property known as 7131 Rutherford Road, Windsor Mill, Baltimore County, Maryland 21244 (the “**Relinquished Property**”), but not any of Taxpayer’s obligations, under Section 43 (Option to Purchase) of the Triple Net Building Lease Agreement dated June 17, 2021 (the “**Relinquished Property Contract**”) between Taxpayer, as landlord, and Foundations Recovery Center, LLC, a Maryland limited liability company, as tenant (“**Buyer**”), as may be amended and assigned (the “**Relinquished Property Contract**”), to Chicago Deferred Exchange Company, LLC (“**Qualified Intermediary**”) under the Exchange Agreement (“**Exchange Agreement**”) between Taxpayer and Qualified Intermediary dated February 10, 2022.

**TAXPAYER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

**ACCEPTANCE**

Qualified Intermediary hereby accepts this Assignment of Taxpayer's right, title, and interest, including but not limited to the right to receive payment for the Relinquished Property, but not Taxpayer's obligations, in and to the Relinquished Property Contract, effective as of the date first above written. Qualified Intermediary, exercising its discretion under the Exchange Agreement, directs the Taxpayer to convey, on behalf of and consistent with the rights of the Qualified Intermediary under the Exchange Agreement, the Relinquished Property directly to the Buyer.

**QUALIFIED INTERMEDIARY:**

CHICAGO DEFERRED EXCHANGE COMPANY,  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Assignment and Acceptance of Relinquished Property Contract - Lyon Group  
I Joint Venture, LLC]*

**NOTICE OF ASSIGNMENT AND  
ACKNOWLEDGMENT BY BUYER**

You are hereby notified that all of Taxpayer's right, title, and interest, including but not limited to the right to receive payment for the Relinquished Property, but not its obligations, in and to the Relinquished Property Contract, have been assigned to Qualified Intermediary under the Exchange Agreement between Taxpayer and Qualified Intermediary. The undersigned Buyer hereby acknowledges receipt of the foregoing Assignment and Acceptance of the Relinquished Property Contract, and consents to the terms thereof.

**BUYER:**

FOUNDATIONS RECOVERY CENTER, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Assignment and Acceptance of Relinquished Property Contract - Lyon Group  
I Joint Venture, LLC]*

**EXHIBIT B**

**Special Warranty Deed  
[attached]**

**AFTER RECORDING RETURN TO:**

Chicago Title Insurance Company  
One South Street, Suite 1250  
Baltimore, Maryland 21202  
Attention: Lori F. Glebocki, Esq.

Tax Account No. 02 -0213751470

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** (this “**Deed**”) is dated as of \_\_\_\_\_, 2022, from LYON GROUP I JOINT VENTURE, LLC, a Maryland limited liability company (“**Grantor**”) to FOUNDATIONS RECOVERY CENTER, LLC, a Maryland limited liability company (“**Grantee**”).

**RECITALS**

WITNESSETH, in consideration of the sum of Eight Million Twenty Five Thousand Dollars (\$8,025,000), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, in fee simple, all of Grantor’s right, title and interest in and to the property located in Baltimore County, Maryland, as described on **Exhibit A** attached hereto (the “**Property**”).

TOGETHER WITH all improvements thereon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the Property hereby conveyed unto Grantee, its successors and assigns, in fee simple.

SUBJECT TO all matters of record.

Grantor covenants to warrant specially the Property hereby granted and conveyed, and to execute such further assurances as may be required.

*[signature on the following page]*

IN WITNESS WHEREOF, Grantor has executed this Deed.

**WITNESS:**

**GRANTOR:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

STATE OF MARYLAND )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, personally appeared Edward A. St. John, the General Manager of Edward St. John, LLC, the Manager of Lyon Group I Joint Venture, LLC, a Maryland limited liability company, and that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires:

The undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, hereby certifies that this instrument has been prepared by or under the supervision of the undersigned.

---

Richard E. Levine

**EXHIBIT A**

Legal Description

Beginning for the same at a point on the east side of Rutherford Road, 50 feet wide, as shown on the Amended Plat 2, Section One, "Security Industrial Park", recorded among the Land Records of Baltimore County in Plat Book OTG 32, page 128, at the distance of 60.00 feet, as measured along said east side of Rutherford Road from its intersection with the southwest outline of the land shown on said Plat, running thence binding on said east side of Rutherford Road, (1) North 02 degrees 58 minutes 45 seconds West 293.00 feet, thence for a new line of division, (2) North 87 degrees 01 minute 15 seconds East 400.00 feet to a point on the West side of Baltimore Beltway, as shown on said Plat, thence binding on said west side of Baltimore Beltway two courses: (3) South 02 degrees 58 minutes 45 seconds East 213.26 feet, and (4) South 07 degrees 27 minutes 06 seconds East 79.98 feet, thence for a new line of division, (5) South 87 degrees 01 minute 15 seconds West 406.24 feet to the place of beginning. Containing 2.6963 acres of land. Situate on the East side of Rutherford Road.

Subject to the ten foot drainage and utility easement laid out along the west side of the Baltimore Beltway, as shown on the Plat herein referred to; and

Subject also to two (2) ten foot drainage and utility easements, the center lines of said easements being the second and fifth lines of the land herein described.

Being the same property conveyed to Grantor by a Deed dated October 6, 1982 from Lyon Associates, Inc. recorded among the Land Records of Baltimore County in Liber 6441 at folio 769.

**EXHIBIT C**

**Owner's Affidavit  
[ attached]**

**OWNER'S AFFIDAVIT**

\_\_\_\_\_, 2022

Title Company File No.: 202100937MD  
Subject Property: 7131 Rutherford Road  
Windsor Mill, Baltimore County

STATE OF MARYLAND, to wit:

THIS DAY, there personally appeared before the undersigned, a Notary Public in and for the State of Maryland, duly commissioned, the undersigned Owner of the captioned property (the "**Property**"), who, being first duly sworn and deposed, say as follows:

1. That the undersigned is the Owner of the Property.
2. That there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, Unpaid Homeowners Association Dues, etc.) known to the undersigned which are not being paid or properly accounted for in the current transaction.
3. That no lawsuit is pending or, to the best of the knowledge of the undersigned, threatened against the undersigned in any State or Federal Court.
4. The undersigned has not been declared bankrupt or insolvent, voluntarily or involuntarily, in any court, which has not been previously disclosed by the undersigned to Chicago Title Insurance Company (the "**Title Company**").
5. That to the best of the undersigned's knowledge, all labor and materials used in construction of improvements, repairs, or modifications to the subject property by the undersigned have been paid for, and there are now no unpaid bills for labor or material against the improvements or property upon which same are situated, and all sums of money due for the erection or modification of improvements have been fully paid and satisfied.
6. That to the best of the undersigned's knowledge, all charges for taxes, assessments, improvements, and services furnished by any governmental entity to the undersigned have been paid, and the undersigned has received no notice from any governmental agency that work is required to be done to the subject property which will result in future charges.
7. That to the best of the undersigned's knowledge, no governmental authority has notified the undersigned of any violations, abatement notices, or condemnations.

8. That to the best of the undersigned's knowledge, there have been no violations of any restrictions (subdivision or governmental) affecting the subject property.
9. That to the best of the undersigned's knowledge, there are no disputes with any adjoining property owners as to use or location of any improvements (including fences, driveways, structures, etc.), and there are no disputes regarding the location of property lines.
10. That to the best of the undersigned's knowledge, there are no unrecorded leases or agreements affecting the subject property except for the lease dated June 17, 2021 between St. John Properties, Inc., as agent for Lyon Group I Joint Venture, LLC, and Foundations Recovery Center, LLC, as amended.
11. That the current transaction is not made for the purpose of hindering, delaying, or defrauding any creditors of the undersigned.
12. That to the best of the undersigned's knowledge, all taxes, charges, dues, water and sewer bills and charges, and other assessments payable in connection with the subject property have been paid through the date of the herein Affidavit unless payment has been provided for on the Settlement Statement used in the current transaction.
13. That there are no outstanding contracts of sale or other options to purchase the Property except as contained in Section 43 of the lease dated June 17, 2021 between St. John Properties, Inc., as agent for Lyon Group I Joint Venture, LLC, and Foundations Recovery Center, LLC, as amended.
14. There have not been any improvements to the Property that have been financed, in whole or in part, through a "Home Energy Loan Program" (HELP) or "Property Assessed Clean Energy" program (PACE) of the jurisdiction in which the subject Property is located.

THE PURPOSE OF THIS AFFIDAVIT is to induce the Title Company or its agent to make and complete settlement on the Property, and to issue its policies of title insurance. The undersigned certifies that all of the foregoing statements are true and correct.

**OWNER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

**EXHIBIT D**

**Gap Indemnity  
[attached]**

**HOLD HARMLESS INDEMNITY**  
**(GAP INDEMNITY)**

WHEREAS, Chicago Title Insurance Company (the “**Company**”) has been asked to issue an Owner’s policy of title insurance in the amount of Eight Million Twenty Five Thousand Dollars (\$8,025,000) covering premises owned by Lyon Group I Joint Venture, LLC, a Maryland limited liability company (the “**Property**”), as more particularly described in Commitment for Title Insurance No. 202100937MDREV.1 (the “**Commitment**”).

AND WHEREAS, the Company is unwilling to give insurance coverage until the Deed is filed for recording in the Land Records of Baltimore County, Maryland and the indices are current through the date of such recording.

AND WHEREAS, the parties to the transaction have requested the Company to provide a so-called “New York Style Closing”, which provide for the unconditional delivery of the Special Warranty Deed (the “**Deed**”) and disbursement of funds by the Company.

NOW THEREFORE it is agreed that in consideration of the Company issuing its policy effective as of the date closing occurs without making exception therein for matters which may arise between the date of the Commitment and the earlier to occur of (i) 14 days after the date hereof, or (ii) the date the Deed creating the interest being insured has been filed for recording (the “**Gap Period**”) and which matters may constitute an encumbrance on or affect said title, the undersigned property owner will dispose of any encumbrance, lien, or objectionable matter of title (collectively, “**Title Defects**”) which may arise as the case may be, against the Property during the Gap Period, and to hold harmless and indemnify the Company against all expenses, costs and attorney fees, which may arise out of our failure to so remove, bond or otherwise dispose of any such liens, encumbrances or objectionable matters, provided that (a) as of the date hereof the undersigned property owner is aware to its actual knowledge of such Title Defects, and (b) neither the Company nor the insured under the title insurance policy is or should reasonably have been aware of the Title Defects.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

*[Signature appears on the following page]*

**OWNER:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

**SUBSCRIBED TO AND SWORN TO**, before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT E**

**Maryland Form WH-AR  
[attached]**

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2022**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor Lyon Group I Joint Venture, LLC

**2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).**

**3. Reasons for Exemption**

Resident Status  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11). I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name \*\*Date

Signature

**3b. Entity Transferors**

LYON GROUP I JOINT VENTURE, LLC

Witness/Attest

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Edward A. St John  
Title: General Manager

\*\* Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

**EXHIBIT G**

**Assignment and Assumption of Lease  
[attached]**

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “**Assignment**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), by and between LYON GROUP I JOINT VENTURE, LLC, a Maryland limited liability company (“**Assignor**”), \_\_\_\_\_, a \_\_\_\_\_ (“**Assignee**”) and FOUNDATIONS RECOVERY CENTER, LLC, a Maryland limited liability company (“**Tenant**”).

**RECITALS**

A. Assignor and Tenant entered into that certain Triple Net Building Lease Agreement dated June 17, 2021, as amended (collectively, the “**Lease**”) in connection with the property located at 7131 Rutherford Road, Windsor Mill, Baltimore County, Maryland 21244 (the “**Premises**”). Pursuant to Section 43 of Lease, Assignee, as Tenant’s designee, has elected to the purchase the Premises. Assignee is an affiliate of Tenant.

B. In connection with the sale of Premises from Assignor to Assignee on the date hereof, Assignor and Assignee desire to execute this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are hereby incorporated in the body of this Assignment as if fully rewritten and restated herein.

2. **Assignment of Lease**. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Lease, and any and all guaranties made in connection with the Lease.

3. **Security Deposit**. There is no security deposit held by Seller pursuant to the Lease, as it has been previously released to Seller.

4. **Assumption of Obligations**. Assignee hereby accepts the assignment of the Lease and the rents due thereunder. Assignee hereby assumes and shall be responsible for and shall perform all of the obligations imposed on the lessor or landlord under the Lease from and after the Effective Date.

5. **Release**. Tenant and Assignor hereby release and forever discharge one another and their respective members, managers, directors, stockholders, trustees, affiliates, employees, and attorneys from any and all claims, damages, causes of action, actions, demands, suits, rights, costs and expenses (including attorneys’ fees), known or unknown, choate or inchoate which either party had, has or ever could have against the other relating to the Premises and the Lease. Assignor shall have no further liability or obligations under the Lease.

6. **Counterparts**. This Assignment may be executed in one or more identical counterparts, all of which, when taken together shall constitute one and the same instrument.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland.

8. **Partial Invalidity.** The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

*[Signatures appear on the following pages]*

Assignor and Assignee have executed this Assignment on the date first above written.

**ASSIGNOR:**

LYON GROUP I JOINT VENTURE, LLC

By: Edward St. John, LLC,  
Manager

By: \_\_\_\_\_  
Name: Edward A. St. John  
Title: General Manager

*[Signatures continue on the following page]*

*[Signature Page to Assignment and Assumption of Lease]*

**ASSIGNEE:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

FOUNDATIONS RECOVERY CENTER, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Assignment and Assumption of Lease]*

## FIFTH AMENDMENT TO LEASE

(7131 Rutherford)

**THIS FIFTH AMENDMENT TO LEASE** ("**Amendment**") is made and entered into this 15<sup>th</sup> day of November, 2022 ("**Effective Date**"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("**Landlord**") and Foundations Recovery Center, LLC, a Maryland limited liability company ("**Tenant**").

### WITNESSETH:

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, as amended by that certain Second Amendment to Lease dated December 14, 2021, as amended by that certain Third Amendment to Lease dated March 23, 2022, as amended by that certain Fourth Amendment to Lease dated September 30, 2022 (collectively, "**Lease**"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease ("**Premises**"); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 ("**Corporate Guaranty**"), MBM Ventures, LLC, a Maryland limited liability company ("**Corporate Guarantor**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 1**"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "**Guarantor 1**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 2**"), Michael Silberman and Kelly Silberman (collectively, "**Guarantor 2**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 3**"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "**Guarantor 3**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, the Lease Commencement Date was March 1, 2022 and Tenant is paying rent in accordance with the Lease.

**WHEREAS**, the Closing (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease) must occur on or prior to November 15, 2022;

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing.**

a) The Closing is hereby extended from November 15, 2022 to November 30, 2022. In consideration of Landlord extending the Closing until November 30, 2022, Tenant shall pay to Landlord a non-refundable deposit of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) ("**November Extension Deposit**"). In the event Tenant purchases the Property from Landlord by November 30, 2022, the November Extension Deposit shall be applied to the Purchase Price (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease). Otherwise, and subject to 2(b) below, the November Extension Deposit shall be retained by Landlord in consideration of its execution of this Amendment.

b) Tenant may, at its option, further extend the Closing to December 30, 2022, by providing written notice to Landlord of Tenant's election to extend the Closing and paying directly to Landlord an additional non-refundable deposit of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) ("**December Extension Deposit**"). If Tenant elects to close earlier than December 30, 2022, then it shall give Landlord no less than ten (10) business days prior written notice of such earlier date and exact time of Closing. In the event Tenant purchases the Property from Landlord by December 30, 2022, the November Extension Deposit and December Extension Deposit shall be applied to the Purchase Price (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease). Otherwise, the November Extension Deposit and December Extension Deposit shall be retained by Landlord in consideration of its execution of this Amendment.

3. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

5. **Counterparts; Execution and Delivery.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

**Witness:**

**LANDLORD:  
LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

*Mundy Seela*

By: *Matthew J. Lenihan* (SEAL)  
Printed Name: Matthew J. Lenihan  
Title: Senior Vice President

**Witness:**

**TENANT:  
FOUNDATIONS RECOVERY CENTER, LLC**

\_\_\_\_\_

DocuSigned by:  
By: *Baruch T. Rabhan* (SEAL)  
B30E08EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: Authorized Member

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing Fourth Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...  
Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E06EDCDA84C1...  
Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

\_\_\_\_\_

DocuSigned by:  
[Signature] (SEAL)  
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Michael Silberman, individual

**Witness:**

\_\_\_\_\_

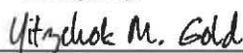
**GUARANTOR 2:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
B431223E9397424...  
Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
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Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
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Rachel A. Cohen, individual

## SIXTH AMENDMENT TO LEASE

(7131 Rutherford)

**THIS SIXTH AMENDMENT TO LEASE** ("**Amendment**") is made and entered into this 30th day of December, 2022 ("**Effective Date**"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("**Landlord**") and Foundations Recovery Center, LLC, a Maryland limited liability company ("**Tenant**").

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, as amended by that certain Second Amendment to Lease dated December 14, 2021, as amended by that certain Third Amendment to Lease dated March 23, 2022, as amended by that certain Fourth Amendment to Lease dated September 30, 2022 (the "**Fourth Amendment**"), and as amended by that certain Fifth Amendment to Lease dated November 15, 2022 (the "**Fifth Amendment**") (collectively, "**Lease**"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease ("**Premises**"); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 ("**Corporate Guaranty**"), MBM Ventures, LLC, a Maryland limited liability company ("**Corporate Guarantor**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 1**"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "**Guarantor 1**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 2**"), Michael Silberman and Kelly Silberman (collectively, "**Guarantor 2**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 3**"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "**Guarantor 3**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, the Lease Commencement Date was March 1, 2022 and Tenant is paying rent in accordance with the Lease.

**WHEREAS**, the Closing (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease and that certain Fifth Amendment to Lease) must occur on or prior to December 30, 2022;

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing.**

a) The Closing is hereby extended from December 30, 2022 to January 31, 2023. In consideration of Landlord extending the Closing until January 31, 2023, Tenant shall pay to Landlord a non-refundable deposit of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) ("**January Extension Deposit**"). In the event Tenant purchases the Property from Landlord by January 31, 2023, the January Extension Deposit shall be applied to the Purchase Price (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease). Otherwise, and subject to 2(b) below, the January Extension Deposit shall be retained by Landlord in consideration of its execution of this Amendment.

b) Tenant may, at its option, further extend the Closing to February 28, 2023, by providing written notice to Landlord of Tenant's election to extend the Closing and paying directly to Landlord an additional non-refundable deposit of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) ("**February Extension Deposit**") no later than January 27, 2023. If Tenant elects to close earlier than February 28, 2023, then it shall give Landlord no less than ten (10) business days prior written notice of such earlier date and exact time of Closing. Tenant may, at its option, further extend the Closing to March 15, 2023, by providing written notice to Landlord of Tenant's election to extend the Closing and paying directly to Landlord an additional non-refundable deposit of Twelve Thousand Five Hundred and 00/100ths Dollars (\$12,500.00) ("**March Extension Deposit**") no later than February 24, 2023. If Tenant elects to close earlier than March 15, 2023, then it shall give Landlord no less than ten (10) business days prior written notice of such earlier date and exact time of Closing.

3. **Extension Payments.**

a) The Extension Deposit (defined in the Fourth Amendment), November Extension Deposit (defined in the Fifth Amendment), December Extension Deposit (defined in the Fifth Amendment), January Extension Deposit, February Extension Deposit and March Extension

Deposit, shall each be referred to as an “**Extension Payment**”. Each Extension Payment shall be non-refundable and shall be applicable against the Purchase Price at Closing in accordance with Section 3(b) below. If Closing does not occur by the applicable Closing Date, each Extension Payment made shall be retained by Landlord.

b) Immediately prior to Closing, Landlord shall wire the Extension Payments to Chicago Title Insurance Company, the title company handling Closing (“**CTIC**”), as escrow agent. If the Closing occurs, CTIC as escrow agent shall apply the Extension Payments to the Purchase Price, which entire Purchase Price shall be paid directly to the qualified intermediary designated by Landlord. If Closing does not occur by the applicable Closing Date, CTIC shall pay the Extension Payments to Landlord as provided in Section 3(a).

4. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

6. **Counterparts; Execution and Delivery.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

**Witness:**

**LANDLORD:**  
**LYON GROUP I JONT VENTURE, LLC**

**BY: ST. JOHN PROPERTIES, INC., its agent**

\_\_\_\_\_  
By: DocuSigned by: Matthew J. Lenihan (SEAL)  
9F3D2EECB775449...  
Printed Name: Matthew J. Lenihan  
Title: Senior Vice President

**Witness:**

**TENANT:**  
**FOUNDATIONS RECOVERY CENTER, LLC**

\_\_\_\_\_  
By: DocuSigned by: Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: Authorized Member

**JOINER**

Chicago Title Insurance Company joins herein to confirm its agreement to hold the Extension Payments as provided herein.

Chicago Title Insurance Company

By: DocuSigned by: Lori F. Glebocki  
4CCAEE73CADD4B5...  
Name: Lori F. Glebocki  
Title: National Commercial Counsel

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing Fourth Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E06EDCDA84C1...  
Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E06EDCDA84C1...  
Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

\_\_\_\_\_

DocuSigned by:  
Michael Silberman (SEAL)  
B431223E9397424...  
Michael Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 2:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
B431223E9397424...  
Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
9CE25FEAD789428...  
Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
9CE25FEAD789428...  
Rachel A. Cohen, individual

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made as of the day and year written below by and among **CHICAGO TITLE INSURANCE COMPANY**, a Florida corporation ("**Escrow Agent**"), **FOUNDATIONS RECOVERY CENTER, LLC**, a Maryland limited liability company ("**Buyer**"), and **LYON GROUP I JOINT VENTURE, LLC**, a Maryland limited liability company ("**Seller**").

WHEREAS, Buyer and Seller are parties to a certain Triple Net Building Lease Agreement containing an Option to Purchase dated June 17, 2021 ("Lease"), as amended by First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, Second Amendment to Lease dated December 14, 2021, Third Amendment to Lease dated March 23, 2022, Fourth Amendment to Lease dated September 30, 2022, Fifth Amendment to Lease dated November 15, 2022 and Sixth Amendment to Lease dated December 30, 2022 (the Lease and all amendments thereto are collectively known as the "Contract") for the sale of certain real property located at 7131 Rutherford Road, Windsor Mill, Maryland 21244; and

WHEREAS, Buyer and Seller have requested Escrow Agent to hold the earnest money deposit as defined in the Contract (the "**Deposit**") in accordance with the terms and conditions of this escrow agreement.

NOW THEREFORE, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Escrow Agent to hold a Deposit, in an amount to be determined by the Contract prior to closing and, once received by Escrow Agent, said sum to be held according to the terms hereof. Escrow Agent shall receive the amount of \$500.00 for its services as Escrow Agent together with reimbursement for all sums expended by Escrow Agent in performing functions hereunder.
2. Escrow Agent is to hold the Deposit in the name of Escrow Agent as custodial agent for Buyer as follows:
  - a. The Deposit shall be invested in one or more separate FDIC insured interest bearing accounts in one or more financial institutions, as may be directed by the Buyer and Seller, and all interest accruing thereon shall be paid to the party entitled to the Deposit under the terms of the Contract. Notwithstanding the foregoing, Escrow Agent assumes no responsibility for, nor will Escrow Agent be liable for, any loss accruing that arises solely because the deposit amount in any one escrow account exceeds \$250,000.00, and the excess amount is not insured by the FDIC.
  - b. Investment of the Deposit shall be made only after Buyer has provided Escrow Agent with an executed W-9 Form stating the Federal Tax Identification Number of the Buyer. All investments shall be further subject to the rules, regulations, policies and procedures of the depository institution.

**ESCROW AGREEMENT  
PAGE 2.**

3. Escrow Agent shall apply the funds held pursuant hereto according to the terms of the Contract, subject to such written instructions to the contrary as might be received from both Buyer and Seller. In the event Escrow Agent receives at any time a written request from one party requesting a disbursement of the amounts held hereunder, which request is not joined in by the other party, Escrow Agent shall not later than ten business days following the receipt of such request, notify the non-requesting party of such request. If Escrow Agent shall not receive a written objection to such request from the non-requesting party within ten business days of notification to that party of the request, Escrow Agent shall be authorized to make the disbursement as requested. If objection is made in writing within the aforesaid period, Escrow Agent shall not make any disbursement but instead shall retain the Deposit until instructed otherwise in writing jointly by Buyer and Seller, or, if appropriate, interplead the Deposit in a court of competent jurisdiction.

4. If any dispute arises with respect to this Escrow Agreement, whether such dispute arises between the parties hereto or between the parties hereto and other persons, Escrow Agent is authorized to interplead such disputes in a court of competent jurisdiction. In such case Escrow Agent shall be entitled to costs incurred on account of such action, including attorneys fees, which costs shall be allocated between the parties equally. Escrow Agent upon interpleading funds pursuant hereto, shall thereafter be relieved of further responsibility.

5. All notices given by any party hereunder shall be in writing and shall be duly given on the first business day after prepaid deposit for overnight delivery by a national overnight courier service. Any such notice is to be addressed to the appropriate party at the address set forth below:

- a. As to Escrow Agent: Chicago Title Insurance Company  
One South Street, Suite 1250  
Baltimore, Maryland 21202
- b. As to Buyer: AS SET FORTH IN THE CONTRACT
- c. As to Seller: AS SET FORTH IN THE CONTRACT

6. The Escrow Agent is acting as a stakeholder only with respect to the Deposit. It is agreed that the duties of the Escrow Agent are only as herein specifically provided, and are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence. The Seller and the Purchaser each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.

7. The Seller and Purchaser acknowledge that Escrow Agent's duties are solely limited to the holding and disbursement of the Deposit as set forth herein and that Escrow Agent shall have no

**ESCROW AGREEMENT  
PAGE 3.**

obligations, responsibilities or duties, fiduciary or otherwise, under this Escrow Agreement and shall incur no liability to either Seller or Purchaser pursuant to the terms hereof, unless and until the First Deposit of funds is made by or on behalf of Purchaser pursuant to the terms of the Agreement.

8. The Seller and the Purchaser shall jointly and severally indemnify, defend (with counsel acceptable to the Escrow Agent) and save harmless the Escrow Agent from and against all loss, cost, claim, liability, damage and expense, including reasonable attorneys' fees and disbursements incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Escrow Agreement, or involving gross negligence on the part of the Escrow Agent (the "Indemnified Matters"). As between the Seller and the Purchaser, the cost of such Indemnified Matters shall be shared equally, except to the extent that such Indemnified Matters are attributable to the breach by the Seller or the Purchaser of the Agreement or this Escrow Agreement, in which event the cost shall be borne by whichever of the Seller or the Purchaser is the breaching party.

9. In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder and representing that they have authority to do so has been duly authorized to do so.

10. This Escrow Agreement contains the entire understanding between the parties hereto. No variations, modifications or changes hereof shall be binding upon any party hereto unless set forth in a document duly executed by all parties hereto.

11. This Escrow Agreement shall be construed in accordance with the laws of the State of Maryland.

12. Notwithstanding anything to the contrary contained or implied in this Escrow Agreement (including but not limited to Section 3 hereof), if Closing does not occur for any reason under the Contract, the Escrow Agent shall pay the Deposit to Seller upon Seller's request and no approval or consent from Buyer shall be required in connection therewith.

[SIGNATURES ON NEXT PAGE]

19

Agreed to as of the \_\_\_\_ day of January 2023.

**ESCROW AGENT:**

**CHICAGO TITLE INSURANCE COMPANY**

DocuSigned by:  
BY: Lori F. Glebocki  
Lori Glebocki  
AUTHORIZED AGENT

**BUYER:**

**FOUNDATIONS RECOVERY CENTER, LLC,**  
a Maryland limited liability company

DocuSigned by:  
BY: Baruch T. Rabhan  
Baruch T. Rabhan  
AUTHORIZED AGENT

**SELLER:**

**LYON GROUP I JOINT VENTURE, LLC,**  
a Maryland limited liability company

DocuSigned by:  
BY: Matthew J. Lenihan  
Matthew J. Lenihan  
Print Name: Matthew J. Lenihan  
AUTHORIZED AGENT

## SEVENTH AMENDMENT TO LEASE

(7131 Rutherford)

**THIS SEVENTH AMENDMENT TO LEASE ("Amendment")** is made and entered into this 25<sup>th</sup> day of ~~March~~ APRIL, 2023 ("**Effective Date**"), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP 1 JOINT VENTURE, LLC, a Maryland limited liability company ("**Landlord**") and Foundations Recovery Center, LLC, a Maryland limited liability company ("**Tenant**").

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Triple Net Building Lease Agreement, dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021, as amended by that certain Second Amendment to Lease dated December 14, 2021, as amended by that certain Third Amendment to Lease dated March 23, 2022, as amended by that certain Fourth Amendment to Lease dated September 30, 2022 (the "**Fourth Amendment**"), and as amended by that certain Fifth Amendment to Lease dated November 15, 2022 (the "**Fifth Amendment**"), as amended by that certain Sixth Amendment to Lease dated December 30, 2022 ("**Sixth Amendment**") (collectively, "**Lease**"), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, and being more particularly described in the Lease ("**Premises**"); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 ("**Corporate Guaranty**"), MBM Ventures, LLC, a Maryland limited liability company ("**Corporate Guarantor**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 1**"), Baruch T. Rabhan and Tehila Fruchthandler (collectively, "**Guarantor 1**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 2**"), Michael Silberman and Kelly Silberman (collectively, "**Guarantor 2**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 ("**Guaranty 3**"), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, "**Guarantor 3**") guaranteed to the Landlord the repayment and performance of the obligations owed by the Tenant to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, the Lease Commencement Date was March 1, 2022 and Tenant is paying rent in accordance with the Lease.

**WHEREAS**, the Closing (as such term is defined in the Lease and as amended by the Fourth Amendment, Fifth Amendment, and Sixth Amendment) must occur on or prior to March 15, 2023;

**WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Amendment to Closing.**

a) The Closing is hereby extended from March 15, 2023 to September 30, 2023. In consideration of Landlord extending the Closing until September 30, 2023, Tenant shall pay to Landlord monthly non-refundable deposits of Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) (each, "**Monthly Extension Deposit**"), beginning on April 15, 2023 and continuing on the fifteenth (15<sup>th</sup>) day of each consecutive month thereafter until Closing. In the event Tenant purchases the Property from Landlord by September 30, 2023, each Monthly Extension Deposit shall be applied to the Purchase Price (as such term is defined in the Lease and as amended by that certain Fourth Amendment to Lease). Otherwise, and subject to 2(b) below, the Monthly Extension Deposit shall be retained by Landlord in consideration of its execution of this Amendment.

b) Beginning on April 1, 2023, Tenant shall provide Landlord, every two (2) weeks, with written updates on the status of renovations in the Premises and the status of Closing. If Tenant elects to close earlier than September 30, 2023, then it shall give Landlord no less than thirty (30) days prior written notice of such earlier date and exact time of Closing.

3. **Extension Payments.**

a) The Extension Deposit (defined in the Fourth Amendment), November Extension Deposit (defined in the Fifth Amendment), December Extension Deposit (defined in the Fifth Amendment), January Extension Deposit (defined in the Sixth Amendment), February Extension Deposit (defined in the Sixth Amendment); March Extension Deposit (defined in the Sixth Amendment), and each Monthly Extension Deposit shall each be referred to as an "**Extension Payment**". Each Extension Payment shall be non-refundable and shall be applicable against the Purchase Price at Closing in accordance with Section 3(b) below. If Closing does not occur by the applicable Closing Date, each Extension Payment made shall be retained by Landlord.

b) Immediately prior to Closing, Landlord shall wire the Extension Payments to Chicago Title Insurance Company, the title company handling Closing ("**CTIC**"), as escrow agent. If the Closing occurs, CTIC as escrow agent shall apply the Extension Payments to the Purchase Price, which entire Purchase Price shall be paid directly to the qualified intermediary designated by Landlord. If Closing does not occur by the applicable Closing Date, CTIC shall pay the Extension Payments to Landlord as provided in Section 3(a).

4. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

6. **Counterparts; Execution and Delivery.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Amendment by signing one or more of such counterparts. The parties further agree that this Amendment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

Witness:

LANDLORD:  
LYON GROUP I JONT VENTURE, LLC

BY: ST. JOHN PROPERTIES, INC., its agent

Mandy Sallee

By: Matthew J. Lenihan (SEAL)  
Printed Name: Matthew J. Lenihan  
Title: Senior Vice President

Witness:

TENANT:  
FOUNDATIONS RECOVERY CENTER, LLC

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
Printed Name: Baruch T. Rabhan  
Title: Authorized Member

**JOINDER**

Chicago Title Insurance Company joins herein to confirm its agreement to hold the Extension Payments as provided herein.

Chicago Title Insurance Company

DocuSigned by:  
By: Lori E. Glebocki  
Name: Lori E. Glebocki  
Title: National Commercial Counsel

**CONSENT OF GUARANTOR**

Each of the undersigned Guarantors consent to the provisions of the foregoing Fourth Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E08EDCDA84C1...  
Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

\_\_\_\_\_

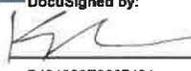
DocuSigned by:  
[Signature] (SEAL)  
B431223E9397424...  
Michael Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 2:**

DocuSigned by:



\_\_\_\_\_(SEAL)

B431223E9397424...

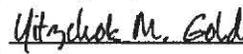
Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:



\_\_\_\_\_(SEAL)

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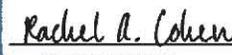
Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:



\_\_\_\_\_(SEAL)

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Rachel A. Cohen, individual

**LEASE ASSIGNMENT AND NINTH AMENDMENT TO LEASE**

(7131 Rutherford)

**THIS LEASE ASSIGNMENT AND NINTH AMENDMENT TO LEASE** (hereinafter called the “**Assignment**”) is made and entered into this   2   day of   January  , 2024 (“**Effective Date**”), by and between ST. JOHN PROPERTIES, INC., a Maryland corporation, as agent for LYON GROUP I JOINT VENTURE, LLC, a Maryland limited liability company (“**Landlord**”) by and between Foundations Recovery Center, LLC, a Maryland limited liability company (hereinafter called “**Assignor**”) and Foundations Inpatient, LLC, a Maryland limited liability company (hereinafter called “**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Landlord and Assignor entered into that certain Triple Net Building Lease Agreement dated effective as of June 17, 2021, as amended by that certain First Amendment of Lease and Early Occupancy Agreement dated October 22, 2021 (“**First Amendment**”), as amended by that certain Second Amendment to Lease dated December 14, 2021, as amended by that certain Third Amendment to Lease dated March 23, 2022, as amended by that certain Fourth Amendment to Lease dated September 30, 2022 (the “**Fourth Amendment**”), and as amended by that certain Fifth Amendment to Lease dated November 15, 2022 (the “**Fifth Amendment**”), as amended by that certain Sixth Amendment to Lease dated December 30, 2022 (“**Sixth Amendment**”), as amended by that certain Seventh Amendment to Lease dated April 25, 2023 (“**Seventh Amendment**”) as amended by that certain Eighth Amendment to Lease dated September 29, 2023 (“**Eighth Amendment**”) (collectively, “**Lease**”), for certain real property commonly known as 7131 Rutherford Road, Windsor Mill, Maryland, 21244 and being more particularly described in the Lease (“**Premises**”); and

**WHEREAS**, by that certain Corporate Guaranty dated June 17, 2021 (hereinafter called “**First Corporate Guaranty**”), MBM Ventures, LLC, a Maryland limited liability company (“**First Corporate Guarantor**”) guaranteed to the Landlord the repayment and performance of the obligations owed by the Assignor to the Landlord.

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 (“**Guaranty 1**”), Baruch T. Rabhan and Tehila Fruchthandler (collectively, “**Guarantor 1**”) guaranteed to the Landlord the repayment and performance of the obligations owed by the Assignor to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 (“**Guaranty 2**”), Michael Silberman and Kelly Silberman (collectively, “**Guarantor 2**”) guaranteed to the Landlord the repayment and performance of the obligations owed by the Assignor to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, by that certain Limited Guaranty of Lease dated June 17, 2021 (“**Guaranty 3**”), Rabhan Yitzchok M. Gold and Rachel A. Cohen (collectively, “**Guarantor 3**”) guaranteed to

the Landlord the repayment and performance of the obligations owed by the Assignor to the Landlord, but not to exceed Two Million and 00/100ths Dollars (\$2,000,000.00).

**WHEREAS**, Assignee desires to take an assignment of all of Assignor's interest in the Lease. Assignor will execute a Corporate Guaranty guaranteeing to the Landlord the repayment and performance of the obligations owed by the Assignor to the Landlord.

**WHEREAS**, as of the Effective Date, Assignor has an unpaid outstanding balance in the amount of \$88,181.09 ("**Outstanding Balance**") and desires to repay to Landlord the Outstanding Balance in accordance with the terms below.

**WHEREAS**, Landlord and Assignor wish to amend the use language in the Lease pursuant to the terms hereof;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are all hereby acknowledged, the parties hereto agree and amend the Lease as follows:

1. **Terms and Words of Art.** All terms and words of art used herein (as indicated by the initial capitalization thereof) shall, to the extent not otherwise defined herein, have the same respective meanings as are designated for such terms and words of art in the Lease, as the same may or may not be amended or terminated herein.

2. **Use.** In accordance with Section 3 of the Lease, the first sentence shall be deleted in its entirety and in its place added, "Tenant shall use and occupy the Premises solely for the following purposes: general office and a full continuum of care for a residential in-patient recovery center". The second sentence shall remain unchanged.  
Amendment to Lease-Use

3. **Assignment.** Assignor, for and in consideration of the payment of the rent and the performance of the covenants hereinafter mentioned, does hereby grant and assign unto Assignee (a) all its right, title, and interest in and to the Lease and the Premises for the remaining term of the Lease, and (b) any security deposit given by Assignor to Landlord in respect of the Lease.

4. **Performance of Lease Covenants and Conditions.** From and after the Effective Date Assignee hereby covenants and agrees to perform all of Assignor's duties and obligations required under the terms, covenants, and conditions of the Lease. Assignee shall make all payments of rent, additional rent, and all other sums due under the Lease in accordance with the terms of the Lease and shall send the same directly to Landlord as provided in the Lease.

5. **Representations of Assignors.** Assignor hereby warrants, represents, and covenants to Assignee as follows:

(a) The Lease has not been further modified, amended, supplemented, extended or renewed, except as provided herein.

(b) Assignor has not previously assigned or sublet the Premises or any portion thereof or entered into any agreement permitting any person or entity to use or occupy any portion of the Premises.

(c) Assignor is in default under the Lease and as of the Effective Date owes Landlord the Outstanding Balance.

(d) Assignor has deposited with Landlord a security deposit of \$48,018.67 and Assignor has made no other deposits with Landlord.

(e) Assignor shall pay an assignment fee in the amount of \$1,000.00 at execution of this Assignment.

(f) Assignor is a corporation in good standing under the laws of the State of Maryland is qualified to transact business in the State of Maryland, and has full power and authority to enter into this Assignment.

6. **New Guaranty.** On or prior to the Effective Date, Assignor shall execute a Corporate Guaranty, guaranteeing to the Landlord the repayment and performance of all obligations owned by the Assignee to the Landlord (“**Second Corporate Guaranty**”).

7. **Successors.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their personal representatives, successors, and assigns.

8. **Binding Agreement.** Except as hereby amended, the parties hereto confirm that the Lease is in full force and effect. The parties hereby ratify and confirm the terms, covenants, provisions and conditions of the Lease, as hereby modified. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns. Time is of the essence with respect to all obligations of the parties hereunder.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland.

10. **Counterparts; Execution and Delivery.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument, and any of the parties hereto may execute this Assignment by signing one or more of such counterparts. The parties further agree that this Assignment may be validly executed and/or delivered by facsimile or other electronic means of signature and/or transmission.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month and year first above written.

Witness:

LANDLORD:  
LYON GROUP I JONT VENTURE, LLC

BY: ST. JOHN PROPERTIES, INC., its agent



By:  (SEAL)

Printed Name: Matthew J. Lenihan

Title: Senior Vice President

Witness:

TENANT:  
FOUNDATIONS RECOVERY CENTER, LLC

\_\_\_\_\_

DocuSigned by:

By:  (SEAL)

Printed Name: <sup>B30E06EDCDA84C1...</sup>Baruch T. Rabhan

Title: Authorized Member

Witness:

ASSIGNEE:  
FOUNDATIONS INPATIENT, LLC

\_\_\_\_\_

DocuSigned by:

By:  (SEAL)

Printed Name: <sup>B30E06EDCDA84C1...</sup>Baruch T. Rabhan

Title: Authorized Member

### CONSENT OF GUARANTOR

Each of the undersigned Guarantors consent to the provisions of the foregoing Fourth Amendment and confirm and agree that the Guarantors' obligations under the Lease shall be unimpaired by the Amendment and all the other terms, conditions and covenants in the Guaranty remain unaltered and in full force and effect and are hereby ratified and confirmed and apply to the obligations, as modified by the Amendment. The Guarantor certifies that all representations and warranties made in the Guaranty are true and correct.

**IN WITNESS** the due execution of this Consent of Guarantor as a document under seal as of the date of this Amendment, intending to be legally bound hereby.

**Witness:**

**CORPORATE GUARANTOR:**

**MBM VENTURES, LLC**

\_\_\_\_\_

DocuSigned by:  
By: Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Printed Name: Baruch T. Rabhan  
Title: President

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Baruch T. Rabhan (SEAL)  
B30E08EDCDA84C1...  
Baruch T. Rabhan, individual

**Witness:**

**GUARANTOR 1:**

\_\_\_\_\_

DocuSigned by:  
Tehila Fruchthandler Rabhan (SEAL)  
B30E08EDCDA84C1...  
Tehila Fruchthandler Rabhan, individual

**Witness:**

**GUARANTOR 2:**

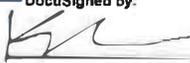
\_\_\_\_\_

DocuSigned by:  
[Signature] (SEAL)  
6401223E99374224...  
Michael Silberman, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 2:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
B431223E8397424...  
Kelly Silberman, individual

**Witness:**

\_\_\_\_\_

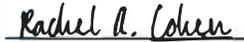
**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
9CE25FEAD789428...  
Yitzchok M. Gold, individual

**Witness:**

\_\_\_\_\_

**GUARANTOR 3:**

DocuSigned by:  
 \_\_\_\_\_ (SEAL)  
9CE25FEAD789428...  
Rachel A. Cohen, individual

## CORPORATE GUARANTY

This Corporate Guaranty (“**Guaranty**”) made this   2   day of  January , 2024 by and between St. John Properties, Inc., as agent for owner (“**Landlord**”), and Foundations Recovery Center, a Maryland limited liability company (“**Guarantor**”), for that certain Lease dated June 17, 2021, as amended from time to time (“**Lease**”), between Landlord and Foundations Inpatient, LLC (“**Tenant**”) for the premises at 7131 Rutherford Road, Windsor Mills, Maryland 21244 (“**Premises**”), and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, jointly and severally (if there be more than one party), hereby absolutely and unconditionally guarantee(s) to Landlord and its successors and assigns, (a) the full payment of the Annual Rent and all Additional Rent as and when provided for in the Lease, and (b) the performance and observance of all agreements and conditions contained in the Lease on the part of Tenant to be performed or observed. The undersigned hereby agrees that it shall in no way be released from its obligations under this Guaranty by any assignment of the Lease or any subletting of the Premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord to Tenant or by failure to receive notice of any of these actions. Guarantor agrees with Landlord that this Guaranty shall remain and continue in full force and effect as to any renewal, extension, modification or amendment of the Lease and as to any successor, assignee, or sublessee of Tenant regardless of any change or different use of the Premises (other than that provided for in Lease) whether by Tenant or any successor, assignee of Tenant. The undersigned hereby waives presentment, demand for payment, or notice of non-payment for any other sum payable by Tenant under the other terms, covenants, or conditions contained in the Lease on Tenant’s part to be performed or observed, Landlord may proceed directly against the undersigned, or any one of them, for the full amount due under this Guaranty without being required first to institute suit against Tenant. If either party brings any action or suit for the enforcement or interpretation of any provision of this Guaranty the prevailing party in such action shall be entitled to recover from the other party all reasonable costs and expenses associated with such action including reasonable attorney’s fees.

The undersigned hereby authorize(s) any attorney to appear for them in any court of record in the state of Maryland and after one or more declarations filed, confess judgment against them as of any term for the amount hereof as may appear to be unpaid with costs of suit and reasonable attorneys’ fees not to exceed fifteen percent (15%) of the total amount then due and owing hereunder and release of all errors, and without stay of execution and inquisition and exemption upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

[CORPORATE GUARANTY SIGNATURE PAGE FOLLOWS]

GUARANTOR has caused this Corporate Guaranty to be executed under seal as of this 2 day of January, 2024.

WITNESS:

GUARANTOR: Foundations Inpatient, LLC

Federal I.D. # 99-3054413

By: Baruch T. Rabhan

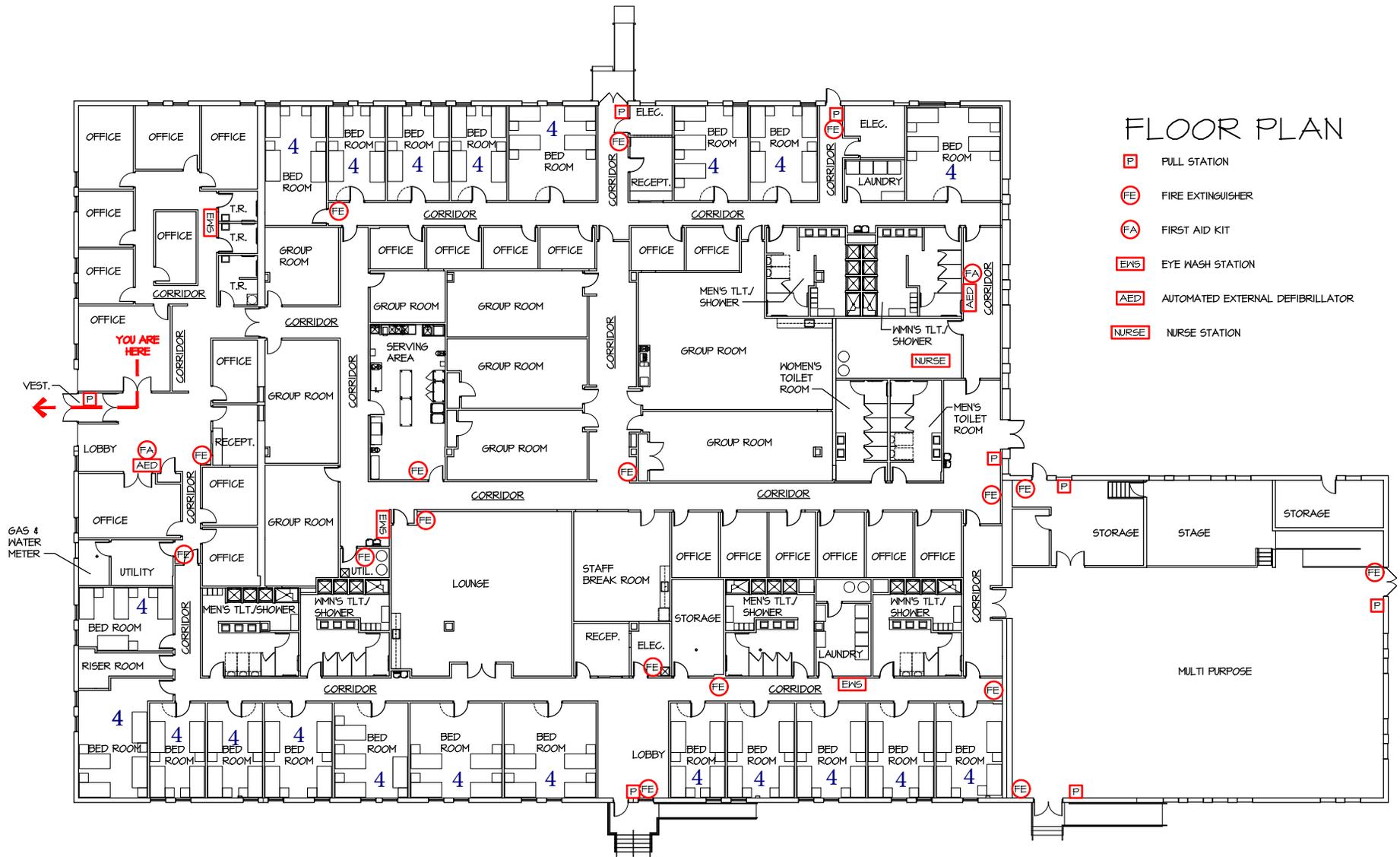
Print Name: Baruch Rabhan

Title: Owner

Address: 7131 Rutherford Road

Windsor Mill, MD 21244

# FLOOR PLAN



- P PULL STATION
- FE FIRE EXTINGUISHER
- FA FIRST AID KIT
- EWS EYE WASH STATION
- AED AUTOMATED EXTERNAL DEFIBRILLATOR
- NURSE NURSE STATION

7131 RUTHERFORD ROAD  
WINDSOR MILL, MARYLAND 21244

© DWIGHT GILLILAND, ARCHITECT 2024



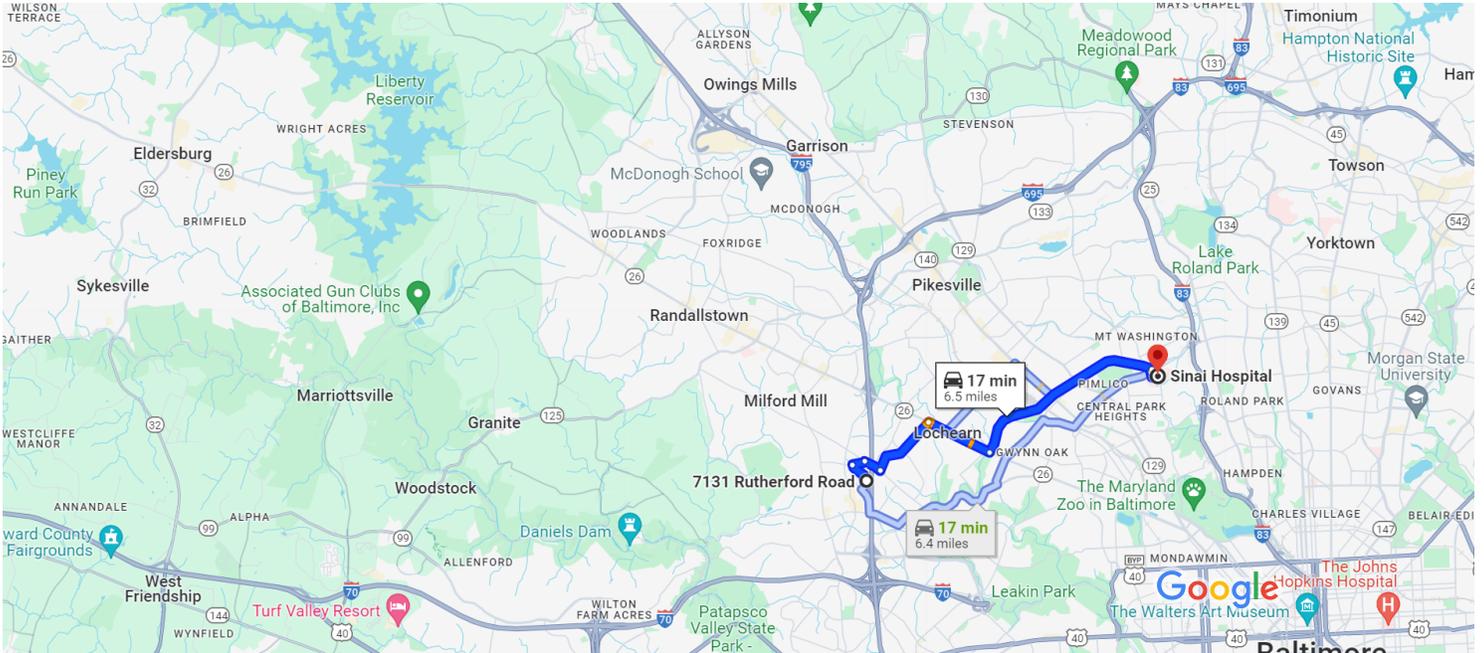






7131 Rutherford Rd, Windsor Mill, MD 21244 to Sinai Hospital

Drive 6.5 miles, 17 min



Map data ©2024 Google 2 mi

via W Northern Pkwy **17 min**  
Fastest route, the usual traffic 6.5 miles

via W Belvedere Ave **17 min**  
6.4 miles

via I-695 N **21 min**  
13.7 miles

### Explore nearby Sinai Hospital



Restaurants



Hotels



Gas stations Parking Lots

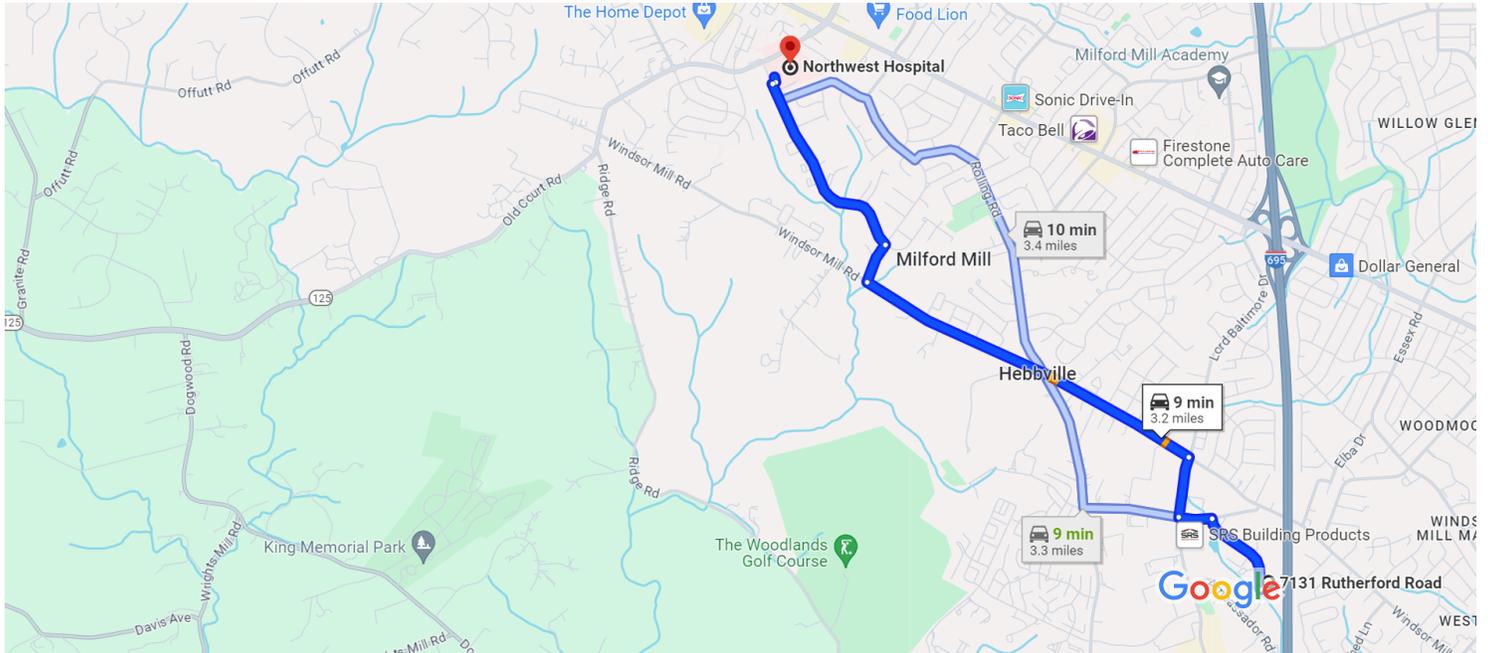


More



# 7131 Rutherford Rd, Windsor Mill, MD 21244 to Northwest Hospital

Drive 3.2 miles, 9 min



Map data ©2024 2000 ft

 **via Windsor Mill Rd and Carlson Ln** **9 min**  
 3.2 miles  
 Fastest route, the usual traffic

 **via Carlson Ln** **9 min**  
 3.3 miles

 **via Rolling Rd.** **10 min**  
 3.4 miles

## Explore nearby Northwest Hospital



Restaurants

Hotels

Gas stations

Parking Lots

More

Care, Treatment, and Services			
Reference/Standard	CTS 01.01.01 / CTS 02.03.13		
Description	Program Eligibility		
Creation Date	05/2024	Approval Date	6/2024
Creator	Foundations Inpatient	Most Recent Review	6/2024

Policy

It is the policy of the organization to screen all clients to ensure our facility is an appropriate setting for their needs.

The organization provides services for adults who are 18 years of age or older. Individuals must be deemed capable of self-preservation, medically and psychiatrically stable enough to be able to engage in treatment.

The Medical Director, Clinical Director and Executive Director may decline any admission based on the criteria collected.

Procedure

Individuals may call the contact center between 7:00a and 8:00p EST to speak with a representative. The representative will explain all programs, including locations, hours of operations, services, and protocols. Through various screenings, the representative will have the ability to explain the potential services. The representative has full access to clinical and medical professionals for clearance or recommendations. Individuals also have the option to walk into the facility to be assessed.

When the representative speaks with the individual, the representative will explain the process from start to finish. In the case it is determined that the individual does not meet the criteria based on the initial screening, the individual will be given a minimum of two external resources that may be able to assist the individual.

If the individual does meet eligibility and appropriateness of our program(s), the individual and representative will discuss an intake date and time. At that time, the individual will go through the intake process (see additional policy). For Detox programs, the Medical Director or designee, will accept the client into the program. For all other levels of care, the Clinical Director will accept the client into the level of care. The Executive Director is the only employee allowed to override the decision of the Clinical or Medical Director.

The information collected to determine the level of care is the following:

- Name of Contact
- Time
- Referral Source
- Interested in help for self, friend, family member, employee.

- Potential Client Information:
  - a. Name
  - b. SSN
  - c. Address
  - d. DOB
  - e. Phone
  - f. Age
  - g. Presenting factors for the call now
  - h. Substance abuse usage and history
  - i. Description of what physically happens when the individual stops using substances.
  - j. Has the individual recently completed detox?
  - k. Prior substance abuse treatment: if so, when, what type (OP vs. Inpatient) where and response to the previous treatment episode.
  - l. Type of discharge from previous treatment.
  - m. Current physical issues which may interfere with treatment services.
  - n. Any current and history of mental health issues including context and descriptions.
  - o. Current legal issues.
  - p. Financial ability to pay for services, Cash payment, or insurance.
    - The person who is responsible for payment.
    - Insurance information.
      - Type of insurance
        - Policy number
        - Verification phone number
      - Primary policyholder:
        - Name
        - Address
        - Phone
        - Relationship to potential client

All information collected will be housed in the organization's secure CRM and EMR.

For specific level of care criteria and program descriptions, please see the separate level of care policies below.

Care, Treatment, and Services			
Reference/Standard			
Description	LOC – Detox – WM (ASAM 3.7)		
Creation Date	05/2024	Approval Date	6/2024
Creator	Foundations Inpatient	Most Recent Review	6/2024

Policy:

It is the policy of this organization to provide medically managed services and clinical programming to assure that clients have a 24-hour monitored and safe treatment setting. It is policy that all clients will be offered the following services while in 3.7 WM level of care: planning for aftercare services/ discharge planning, withdrawal symptom assessment, withdrawal symptom medication management, medication assisted treatment, medical provider appointments as needed, group therapy, case management, and individual therapy.

Procedure:

Clients will complete their initial biopsychosocial assessment at Centralized Intake to determine an appropriate level of care. Clients completing detoxification services will be assessed by a clinician prior to discharge to determine the next appropriate level of care. Clients will submit to a UA test upon admission to detoxification and will be asked to randomly partake in drug testing while in the detox level of care.

Clients will be housed in a 24-hour medically monitored facility and will receive as needed medical care including: History and Physicals, withdrawal symptom assessments, medication management, and Buprenorphine/Naloxone Maintenance (if applicable). Medical staff such as psychiatrists, nurse practitioners, and licensed nurses will be available to clients 24 –hours a day.

Clients will be provided with 3 nutritious meals per day and 1 snack in the evening. Clients will be provided with a clean, safe, and therapeutic environment and will be given the opportunity to sleep for 8 hours each night.

Clinical staff will provide group programming based on client needs during the detoxification process. Groups may focus on illness education and the next level of care in the recovery process. Will provide 36 hours of group programming, which will include a minimum of 10 hours of evidence-based curriculum. Evidence-based programming will be facilitated by Clinicians/ADT/Peers and will include topics such as: relapse prevention, coping skills to combat triggers, problem-solving, building a recovery environment, etc.

Clients will be offered unstructured activities and personal time.

Each client will be assigned an individual therapist, case manager, and discharge planner throughout their time in detoxification services.

The discharge planner will meet with the client at least 2 times during their stay to initiate a discharge plan and facilitate aftercare services.

An individual therapist is on site to meet clients as they present. The therapist will work with the client to develop a treatment plan, complete an ASAM, and provide therapeutic resources to promote long-term sobriety. Therapists will also assist with crisis intervention as needed.

Clients will have access to a case manager to assist with any needs beyond their detox stay.

Clients will meet with a provider within 24 hours of arrival for a history and physical examination and medication management, at that time providers discuss medication assisted treatment options. Clients may request to see a provider at any time during their stay for any medical or mental health issues.

Licensed nursing staff are available on site 24 hours a day to assess and treat any medical needs that may arise related to the substance use diagnosis or any comorbid conditions. Severity of withdrawal symptoms are assessed and medications are given as ordered, per the medical provider.

Care, Treatment, and Services			
Reference/Standard			
Description	LOC – Residential (ASAM 3.7)		
Creation Date	05/2024	Approval Date	6/2024
Creator	Foundations Inpatient	Most Recent Review	6/2024

Policy:

It is the policy of this organization to provide medically managed services and clinical programming to assure that clients have a 24-hour monitored and safe treatment setting. It is policy that all clients will be offered the following services while in 3.7 residential level of care: planning for aftercare services/discharge planning, medication assisted treatment, group therapy, case management, and individual therapy.

Procedure:

Clients will complete their initial biopsychosocial assessment at Centralized Intake to determine an appropriate level of care. Clients completing detoxification services will be assessed by a clinician prior to discharge to determine if residential is an appropriate level of care. Upon arrival to the residential program; staff will provide the client with a tour of the facility along with a welcome packet to explain the rules and regulations of the facility and expectations of treatment. Clients will submit to a UA test upon admission and will be asked to randomly partake in drug testing while in the residential level of care.

Clients will be housed in a 24-hour medically monitored facility and will receive as needed medical care including: History and Physicals, medication management, and Suboxone/Naloxone Maintenance (if applicable.) Medical staff such as psychiatrists, nurse practitioners, and licensed nurses will be available to clients 24 –hours a day.

Clients will be provided with 3 nutritious meals per day and 1 snack in the evening. Clients will be provided with a clean, safe, and therapeutic environment and will be given the opportunity to sleep for 8 hours each night. Clients will be required to perform housekeeping tasks to maintain a safe, healthy living space.

Clinical staff will provide interpersonal and group living skills groups including: resources for education, job training, job interviews, employment stabilization, and obtaining alternative living arrangements for a minimum of 36 hours per week. Clients will be in an evidence-based curriculum group for a minimum of 10 hours per week. Evidence-based programming will be facilitated by Clinicians/ADT/Peers and will include topics such as: relapse prevention, coping skills to combat triggers, problem-solving, building a recovery environment, etc.

Clients will be offered unstructured activities, personal time, and self-help groups such as AA and NA. In this level of care, clients will be offered a medical/nursing group 1x per week to obtain education on SUBMAT, psychotropic medications, and mental health resources.

Each client will be assigned an individual therapist, case manager, and discharge planner throughout their time in residential services.

The discharge planner will meet with the client at least 3 times during their stay to initiate a discharge plan and facilitate aftercare services.

Clients will be offered individual therapy at least once per week to build skills to address ongoing mental health concerns through treatment planning. During the initial therapy session, the client will work with their therapist to develop a treatment plan, complete an ASAM, and provide therapeutic resources to promote long-term sobriety. Therapists will also assist with crisis intervention as needed.

Clients will meet with a case manager at least once per week to develop an Ohio Case Management Assessment to determine needs. During ongoing appointments, clients will meet with case management for legal concerns, offering resources to outside medical providers, transportation for medically necessary appointments, and address any questions related to government assistance.



June 4, 2024

HCO ID: 552151

Casey Bright  
Chief Executive Officer  
Amatus Health  
10461 Mill Run Circle, Suite 810  
Owings Mills, Maryland 21117

Dear Mr. Bright:

Dear Ms. Thomas:

Thank you for notifying The Joint Commission on May 31, 2024 that Amatus Health will be expanding their services to a new location which will be providing residential care services. These services will be provided to adults at the following site:

Foundations Inpatient LLC  
7131 Rutherford Road  
Windsor Mill, Maryland 21244

Accreditation through The Joint Commission shows that your organization adheres to the highest standards of safety and quality. After reviewing the information provided, we have determined that an unannounced extension survey will be conducted for this addition to your organization within the next 6 months. The unannounced extension survey will be conducted over a period of 1 day. The Joint Commission is extending accreditation to these services pending the results of the onsite extension survey.

Please let me know if I can provide you with additional information on the unannounced extension survey **process. You may also reference the "Accreditation Process" chapter of the Behavioral Health Care Manual. Specifically, you may find helpful the "Notification of Changes Made Between Surveys" section.** For questions regarding extension survey fees, contact our pricing line at (630) 792-5115 or access the extranet.

If I can be of further assistance I can be reached at (630) 792-5136.

Sincerely,

*Brianna Soltis*

Brianna Soltis  
Senior Account Executive  
Accreditation and Certification Operations

# Amatus Health

Owings Mills, MD

has been Accredited by

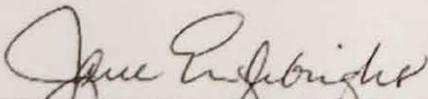


## The Joint Commission

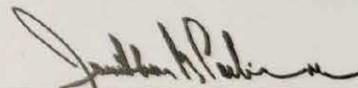
Which has surveyed this organization and found it to meet the requirements for the  
**Behavioral Health Care and Human Services Accreditation Program**

October 14, 2023

Accreditation is customarily valid for up to 36 months.

  
Jane Englebright, PhD, RN, CENP, FAAN  
Chair, Board of Commissioners

ID #552151  
Print/Reprint Date: 05/17/2024

  
Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI  
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at [www.jointcommission.org](http://www.jointcommission.org).



Care, Treatment, and Services			
Reference/Standard	CTS 06.02.01 / CTS 06.02.05		
Description	Transfer – Internal / External		
Creation Date	05/2024	Approval Date	06/2024
Creator	Foundations Inpatient	Most Recent Review	06/2024

Policy

It is policy of the organization to ensure when an individual receiving services is transferred or discharged the continuity of care, treatment, or services is maintained. The organization has established protocols address the continuity of care, treatment of services after discharge or transfer that includes the following:

- The transfer of responsibility for care, treatment, or services for the individual served from one staff, organization, organizational program, or service to another.
- The reason for transfer or discharge when moving from one staff, organization, organizational program, or service to another.
- Mechanisms for internal and external transfer.
- Identification of the person who has accountability and responsibility for the safety of the individual served during an external transfer.

See Specific Procedure

Procedures

- Transfer Internal

Care Coordination Team - If it determined that a client must be transferred to a different therapist or Case Manager, the Clinical Director must first approve the transfer. From there, the Clinical Director or designee is responsible for entering a clinical note justifying the transfer.

Level of Care – When a client is transferred to a level of care within our system of care, the Therapist is responsible for completing a clinical note justifying the step up or down. All transfers within a substance use level of care must meet ASAM criteria. If the client receives a new therapist due to the transfer, the client must meet with the new Therapist within 48 hours to update the treatment plan.

- Transfer External

There are several reasons why a client may be transferred to an external organization including, administratively discharged, completed successfully, medical reasons, or it is determined our facility is not a good fit for the client.

For non-emergency transfers, it is the responsibility of the Case Manager and Primary Therapist to ensure the client’s discharge summary and aftercare plan is completed. The Case Manager or designee will ensure the client has all their belongings, discharge paperwork, referrals/orders, and medications. In the case that the client leaves any of these items at the facility, they will be held for 5 business days before shipping to the address on file. If we are unable to ship the items due to regulations, the items that cannot be shipped will be destroyed or donated.

For emergency transfers, it is the responsibility of the staff on duty to ensure the receiving facility has the clients facesheet, medication logs, limited medical records (upon request) insurance information, our organizations contact information, and a no-narcotic form. If the client is transferred by EMS, the above items will be given to the paramedic. The staff on duty must collect the information, EMS company, paramedics' name, and receiving facility. This information will be added to the incident report that must be filled out and submitted. The staff is also responsible for contacting the emergency contact on file.

The Director of Nursing or leadership designee is responsible for contacting the receiving facility to check the status of the client. If it is determined that the client is stable to return to our facility, it must be cleared by the Executive Director for all behavioral issues, Clinical Director for all clinical issues, and Medical Director or Medical designee for all medical issues.

- All Discharges and Transfers

The organization utilizes several discharge dispositions, including, completed, AMA/ACA, administratively discharged, and transferred. Regardless of the discharge type, the Primary Therapist is responsible for completing the discharge summary, closing the treatment plans, and completing the aftercare plan (with the Case Manager). The documentation should state the discharge type, where the client discharged to, the date and time of the discharge, narrative regarding the discharge, the resources/referrals provided to the client, and the status for the client's progress.

The discharge summary should be completed within 5 days of discharge. If the client left AMA from a residential or detox level of care, the discharge summary should be completed within 24 hours. The discharge summary should state what education was provided, the risks that were discussed if leaving AMA, where the client reported they were going, and what resources were provided to the client to minimize the risk of leaving AMA. All AMAs are asked to sign an acknowledgement of the above. If a client does not sign an acknowledgement, the Primary Therapist will document that the above has been discussed.

If a client is in outpatient and does not attend sessions, it is the responsibility of the Care Team to contact the client daily. Upon the third consecutive missed session (Group, individual, or family session), the Primary Therapist will enter the client in Suspended Care. When in Suspended Care, the Case Manager or designee is responsible to attempt contact with the client three times over 10 days. Every attempt to contact the client will be documented in a clinical note. If the organization does not make contact within the 10 days, the client will be dispositioned as administratively discharged or AMA, based on the Clinical Director or Executive Director's decision. The Alumni Coordinator will then take over all communication and follow up.

#### Contact Post Discharge

It is the policy of the organization to contact the client within 72 business hours of discharge (any discharge type). The Case Manager assigned to the client or Alumni Coordinator is responsible for all post discharge contacts. The goal is to determine how the client is adapting to their elements and to ensure the client is safe. It is also the policy to contact the agency where the client was referred to for continue care services (if applicable and appropriate). The goal is to determine if the agency has all the information and clinical documentation to appropriately treat the client.

\*\* Our organization may contract with a third party agency to complete all post discharge calls and surveys one year post discharge from treatment.

Care, Treatment, and Services			
Reference/Standard	CTS 06.02.03		
Description	Assessment Driven Transfer and Discharge		
Creation Date	05/2024	Approval Date	06/2024
Creator	Foundations Inpatient	Most Recent Review	06/2024

Policy

It is the policy of the organization to determine if a client must be discharged or transferred to another program based on the assessed needs of the individual and the organization’s capabilities.

Procedures

- 1) Decisions to discharge or transfer are based on the ASAM criteria and/or response to treatment.
- 2) An ASAM form is completed at the following intervals:
  - a. Admission
  - b. Transfer
  - c. Discharge
  - d. Mental Status
- 3) The Primary Therapist or designee may initiate a transfer or discharge based on the assessed needs of the individual and the organization’s scope of practice (capabilities).
- 4) Once there is a determination that a Transfer/Discharge is in the best interest of the individual, the Primary Therapist is responsible to ensure the individual is notified of the recommendation to transfer/discharge: Individuals are to be informed on the reason he/she is being transferred or discharged and the alternatives to transfer/discharge if any.
- 5) The Primary Therapist or Case Manager are to provide the following information to the individual and their support.
  - a. The reason is the client is being discharged.
  - b. The anticipated need for continued care, treatment, or services after discharge; and
  - c. Illness self-management, i.e., what to do in case of a crisis or health problem.
- 6) The assessment, inclusive of the ASAM Form when appropriate, inclusion of the individual and family in the decision-making process and the recommendations for care after discharge/transfer are to be documented in the EMR by the Primary Therapist or designee.

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and Anchor Recovery Housing. This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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

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

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

*Travis Shields*

10/8/24

Anchor Recovery Housing

Date

*Staci Decker*

10/10/24

Foundations Inpatient

Date

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and TruHealing Baltimore Detox Center. This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

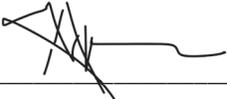
In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

  
\_\_\_\_\_

TruHealing Baltimore Detox

10/18/24  
\_\_\_\_\_

Date

*Staci Decker*  
\_\_\_\_\_

Foundations Inpatient LLC

10/18/24  
\_\_\_\_\_

Date

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and Truhealing Hagerstown Outpatient. This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

TruHealing Hagerstown Outpatient

Date

*Staci Decker*

Foundations Inpatient

10/7/2024

Date

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and Truhealing Hagerstown Outpatient. This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

TruHealing Hagerstown Outpatient

Date

*Staci Decker*

Foundations Inpatient

10/7/2024

Date

Foundations Inpatient Center

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient Center and Pascal Crisis Stabilization Center. This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

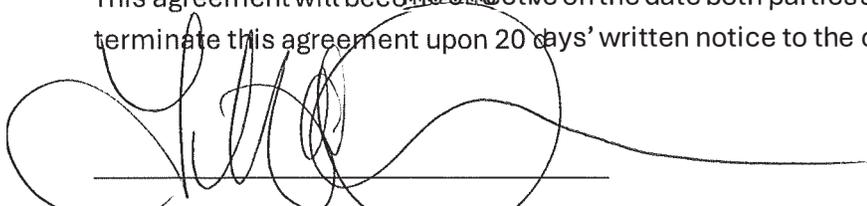
In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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

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

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

  
\_\_\_\_\_  
Pascal Crisis Stabilization Center

8/15/24  
\_\_\_\_\_  
Date

*Staci Decker*  
\_\_\_\_\_  
Foundations Inpatient Center

8/15/24  
\_\_\_\_\_  
Date

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and Truhealing Hagerstown Inpatient (3.5 residential). This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

  
TruHealing Hagerstown Inpatient

Director of Admissions

10/10/24  
Date

Staci Decker

Foundations Inpatient

10/10/24  
Date

Human Resource Management			
Reference/Standard	HRM 01.03.01		
Description	Staff Orientation and Testing		
Creation Date	05/2024	Approval Date	06/2024
Creator	Foundations Inpatient	Most Recent Review	06/2024

### Policy

It is the policy of the organization to provide an orientation plan for staff, specific to the duties of a personnel member or an employee. A personnel member must complete orientation before providing behavioral health services.

The Orientation Plan is to be documented and implemented.

An individual's orientation is documented, to include:

- a. The individual's name.
- b. The date of the orientation.
- c. The subject or topics covered in the orientation.

An In-Service Training Program has been developed and implemented. The written plan is developed and implemented to provide in-service education specific to the duties of a personnel member.

A personnel member's in-service education is documented, to include:

- a. The personnel member's name.
- b. The date of the training.
- c. The subject or topics covered in the training.

Training includes but is not limited to the following:

- Identified competencies needed by personnel
- Confidentiality requirements
- Overdose Prevention Biannually
- Customer service
- Diversity/Cultural Competencies
- Ethical codes of conduct
- Proper Food handling, storing, and serving (if applicable)
- Promoting wellness of the persons served
- Person-centered practice
- Personal privacy
- Mandatory Reporting of Abuse and Neglect
- Rights of persons served
- Unique needs of the persons served
- Medical Emergency Procedures
- Evacuation Procedures and Routes
- Miscellaneous Personal Policies:
  - Drug Free Workplace Policy
  - Sexual Harassment Policy
  - Employee Grievance Policy
  - Universal Infection Control
  - Infectious Disease Risk

- Safety Policy
- Organization benefits
- Incident reporting
- Affirmative Duty requirements and protections
- Americans with Disabilities Act
- Training requirements, i.e., CPR, First Aid, Aggression Control, HIV/AIDS
- Payroll procedures

**New Hampshire Only** - In addition, all new clinical staff who work at least 20 hours per week or more must acquire 20 hours of educational and competency-based training within the first year (Training may include HIV/AIDS and control of aggression). Additionally, the Administrator shall have 12 hours of educational and competency-based training every year (Training shall include confidentiality requirements and grievance procedures for Clients and staff).

### Procedure

#### **Initial Hire:**

- 1) Upon hire, the HR Designee is responsible to provide each employee with a written or electronic copy of the Employee Handbook.
- 2) The Handbook Includes all required areas of training.
- 3) The employee is instructed to read the handbook, acknowledge receipt and comprehension by signature. A copy of the receipt is filed in the personnel file.
- 4) Departmental training: Individuals hired for direct contact functions:
  - Nurses are provided on-the-job training under the supervision of, at minimum, a Registered Nurse.
  - Behavioral Health Techs are provided with on-the job training under the supervision of the Behavioral Health Tech Supervisor or Manager.
  - Therapists receive on-the job training through direct clinical supervision of Clinical Director or Supervisor.

#### **Ongoing Training:**

- 1) Ongoing (annually) staff training is accomplished through regular staff meeting and the organization's In-Service Training Program, which included Client rights, grievance processes, infection control, confidentiality, emergency management, mandatory reporting of abuse and neglect, and updated policies throughout the organization.
- 2) Attendance is recorded and certificates are issued.
- 3) Copies of the training are maintained in the personnel file.
- 4) It is the responsibility of each staff to ensure they acquire the minimum hours of training per year and forward proof of training to the HR Designee.

The Director of Compliance tracks employee training and reports training needs to the Executive Director for Performance Improvement discussion.

## Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

### Section 1: Introduction

About This Course

Learning Objectives

### Section 2: Substance Use Disorders and Risk of Sexually Transmitted Infections

A Night on the Town

The Prevalence of Substance Use Disorders

What is Risky Substance Use?

High Risk Sexual Behavior

How Substance Use Impacts Risk

Co-occurring Mental Health and Substance Use Disorders

Co-occurring Disorders and HIV, Hepatitis, and Other STIs

Review: Identifying High Risk Behaviors

Summary

### Section 3: HIV, HBV, HCV, and Other STIs

What is HIV?

How is HIV Transmitted?

HIV Testing Recommendations

Types of HIV Tests

HIV Stages

HIV Counseling and Referral

Quick Check

What Are Hepatitis B and C and How Are They Transmitted?

Identification of HBV

Symptoms of HBV

Identification of HCV

Symptoms of HCV

Tuberculosis and HCV

A Brief Look at STIs

Meet Jim

Summary

### Section 4: Integrated Treatment of Substance Use Disorders and Sexually Transmitted Disease

An Integrated Response

Screen/Assess Every Client

The Importance of Engagement

Conducting a Sexual Risk Assessment

SBIRT – Screening, Brief Intervention, and Referral to Treatment

Identify Behavior Change Readiness

Motivational Interviewing

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

Harm Reduction Strategies  
Risk Reduction Counseling  
Prevention Medications  
Establish Realistic and Flexible Treatment Goals  
Medical Treatments for HIV  
Medical Treatment for HBV  
Medical Treatment of Chronic HCV  
HBV/HCV Co-infection  
Importance of Adherence to Medications  
Substance Use During HIV/HBV/HCV/STI Treatment  
Addressing Substance Use Disorders  
Addressing Mental Health Disorders  
Identify Community Resources and Referral/Linkage Needs  
Delivering Comprehensive, Integrated Services  
Review  
Summary  
Section 5: Conclusion  
Summary  
Course Contributors  
Resources  
References

## Section 1: Introduction

### About This Course

Substance use disorders are associated with increased risks and prevalence of Human Immunodeficiency Virus (HIV), hepatitis B and C, and other sexually transmitted infections (STIs). Untreated substance use disorders can delay identification and treatment of STIs including HIV and hepatitis, and increases the risk of transmission to others. Substance use can reduce the efficacy of HIV and other STI treatments and can increase progression of HIV. This course will show you the scope of the problem and present you with evidence-based tools to identify and address substance misuse in the populations you serve. You will learn about available treatments for HIV, hepatitis B and C, and other STIs as well as how alcohol and other drug use can interfere with treatment adherence and efficacy.

The goal of this course is to provide licensed behavioral health, social worker, addictions, psychology, marriage and family therapy, and nursing professionals working in health and human services settings with education about STI's, how substance use impacts the transmission and treatment of STI's, as well as potential tools for addressing risks associated with substance use and STI's with your clients.

### Learning Objectives

After taking this course, you should be able to:

- Identify how substance use disorders can increase the risk of contracting or transmitting HIV, hepatitis B and C, or other sexually transmitted infections.

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

- Indicate the elements of a comprehensive SUD/STI prevention strategy.
- Discuss at least three specific treatments for substance use disorders, HIV, and hepatitis B and C.

## Section 2: Substance Use Disorders and Risk of Sexually Transmitted Infections

### A Night on the Town

Makayla had just finished her final exams for her freshman year at college. She and some friends decided to go out to dinner and a couple of clubs to celebrate. She had several alcoholic drinks at dinner, and had several more alcoholic drinks later at the clubs. While she was at the last club, she got separated from her friends, and ended up going home with a man she had been dancing with. The next morning, she woke up in his bedroom, her clothes strewn about the room. Her recollection of events was spotty, but she is pretty sure they had sex and probably didn't use a condom. She gathered her clothes and left quietly.

When she returned to her dorm, her roommate said, "This has happened a couple of times, Makayla. I am worried about you. You really need to go to a doctor and get yourself checked out." Makayla was nervous about telling anyone what happened, but ended up making an appointment to visit the Medical Center's Student Health Center the next day. She recounted what she could recall of the previous night to the provider and asked for HIV and other STI testing.

Makayla's provider asked her a series of questions about her reproductive health, performed a gynecological exam, pap smear, and blood draw for comprehensive lab testing including HIV and other STIs. After she completed the physical exam, Makayla's provider asked about her perspective on what had happened, her history of substance use, mental health, and sexual partners. "Why are you asking me these questions?" Makayla responded, as she was anxious and ready to go home. Nonplussed, the provider explained that screenings, education, and referral to appropriate resources are an essential part of a comprehensive health visit. Based on the discussion, the provider referred Makayla to resources for further assessment of substance use, and a women's center that could give her additional support around the incident.

As a provider, consider how you would have approached Makayla. What is your comfort level with asking the individuals you serve detailed questions about substance use, sexual history, abuse, assault, or rape?

This course will provide you with information and practical strategies that you can use to help you as the provider, as well as the client, evaluate their high risk behaviors and substance use. You will learn about prevention strategies designed to mitigate potential harms associated with substance use and high risk behaviors. You will also learn valuable motivational enhancement strategies you can use with clients to improve their engagement in risk reduction behaviors.

### The Prevalence of Substance Use Disorders

The 2019 National Survey on Drug Use and Health (SAMHSA, 2020) indicated that over half of all individuals age 12 and over (139.7 million people) in the U.S. reported current use of alcohol (as defined by having at least one alcoholic beverage in the last 30 days before the survey period). Almost 50% of all current alcohol users reported binge drinking. The criteria for determining binge alcohol use for males is consuming 5 or more drinks on an occasion and for

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

females is consuming 4 or more drinks on an occasion.

Over 57.2 million people reported illegal drug use in the year prior to taking the survey with marijuana being the most commonly reported drug used by far. Though medical and recreational marijuana are being decriminalized in some states, it is still illegal under federal law. Of those reporting current alcohol and/or current illicit substance use, an estimated 21.6 million people ( $\geq 12$  years) met criteria for an alcohol and/or substance use disorder in 2019, and 1.5% of those people received alcohol or substance use disorder treatment in the past year.

## What is Risky Substance Use?

Chronic risky alcohol use is associated with negative health impacts in nearly every body system including cardiac risks, lowered immune responses, hematological disorders, gastrointestinal problems, and hepatic disorders. As a provider, you should educate individuals on low risk drinking limits for healthy adults. The National Institute on Alcohol Abuse and Alcoholism stated in 2018 that for men, low risk drinking would constitute no more than 4 drinks a day or 14 in a week.

For women and men over age 65, low risk drinking would constitute no more than 3 drinks a day, or 7 drinks in a week. There are no safe limits of alcohol use in pregnant women or individuals under age 21. Low risk limits may need to be modified if the person is taking medications that interact with alcohol (such as opioids or benzodiazepines) or if they have medical conditions that would be negatively impacted by alcohol use such as diabetes or a chronic liver disease (CDC, 2014).

There are no established safe limits with regard to the use of illicit drugs. Recent data indicates that prescription opioid users who misuse their medication sometimes transition to heroin use due to lower cost and increased availability of heroin (Cicero et al., 2014).

## High Risk Sexual Behavior

There is no single accepted definition of high risk sexual behavior (Chawla & Sarkar, 2019). Inherent in the term is the idea that high risk sexual behavior increases the chance of experiencing negative consequences, such as unwanted pregnancy, risks to personal safety, and sexually transmitted infections. The proposed definitions of high risk sexual behavior includes engaging in sexual behaviors (Chawla & Sarkar, 2019):

- While you or your partner is under the influence of alcohol or other drugs
- Without using protection
- With someone who injects drugs intravenously
- With someone you know has multiple sexual partners
- In exchange for drugs or money (sex work)

Healthcare providers should educate individuals about high risk sexual behavior at routine visits and discuss risk reduction techniques. This can also be a way to initiate discussion that might allow a client to disclose about sexual exploitation, violence, rape, or sex trafficking.

## How Substance Use Impacts Risk

Substance use can contribute to high risk sexual behavior and an increased risk of HIV, hepatitis, and other STIs in several ways (CDC, 2021a):

- Substance intoxication contributes to impulsivity, poor risk assessment, and impaired

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

decision-making.

- Substance intoxication is associated with improper use of condoms or not using condoms at all. Injection drug use can increase risk for sharing injection equipment with a person infected with HIV, hepatitis B (HBV), or hepatitis C (HCV).
- Substance use disorders can lead to financial problems, which can lead to increased desperation. Some people resort to sex work to obtain funding or the substance.

## Co-occurring Mental Health and Substance Use Disorders

It is common for individuals with a substance use disorder to also have one or more other behavioral health disorders. Among adults ( $\geq 18$  yrs) with any mental health disorder in the past year, (51.5 million), 9.5 million had a co-occurring substance use disorder. More than half of those 9.5 million adults did not receive any treatment for mental health or substance use. Only a small number received specialty treatment for co-occurring mental health and substance use disorders (SAMHSA, 2020).

Lifetime prevalence rates for posttraumatic stress disorder (PTSD) among individuals with a substance use disorder ranges from 26-52%, with the comorbidity rates being higher for combat veterans, survivors of domestic violence, people who are homeless, and adolescents (Roberts et al., 2015). People with untreated co-occurring mental health and substance use disorders are at increased risk for medical problems, early mortality, suicide, and poor outcomes (Priester et al., 2016).

## Co-occurring Disorders and HIV, Hepatitis, and Other STIs

Given that many individuals with a substance use disorder will also have another behavioral health condition, and that outcomes worsen for individuals with co-occurring disorders, it is imperative that individuals identified with or treated for substance use disorders are screened for the presence of additional behavioral health conditions. The presence of a psychiatric illness confers additional risk for HIV, hepatitis, and other STIs, making their proper identification and inclusion into an integrated plan of care crucial. Estimates suggest that prevalence rates of HIV in individuals with a mental health disorder are 10-20 times higher than the general population. They are also at increased risk for other STIs (Kenedi et al., 2017).

Factors that contribute to increased risks of STIs in people with mental health disorders include (Kenedi, et al., 2017):

- Impaired autonomy, judgement, self esteem
- Increased impulsivity or risky behavior
- Chronic physical illness and poor access to medical care
- History of or vulnerability to trauma

## Review: Identifying High Risk Behaviors

Based on what you have learned about proposed definitions of high risk sexual behaviors, pick which people may be at higher risk of contracting an STI:

**A. A client who works part time at a bank during the day and engages in sex work at night**

Feedback [Sex work increases the risk of contracting STIs.]

**B. A client who has been married for 15 years, but recently had unprotected sex with a person they just met**

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

Feedback [Unprotected sex increases the risk of contracting STIs.]

- C. A client who talked with partner about their sexual histories and used a condom during sex

Feedback [Actually, since they used a condom, they are at lower risk of contracting an STI.]

- D. A client who had sex with her high school sweetheart who is in recovery from injection drug use**

Feedback [Sex with former or present injection drug users increases the risk of contracting STIs.]

## Summary

There are possible negative consequences of risky alcohol and other substance use. Over half of all individuals in the U.S. aged 12 or over report using alcohol and over 20% reported using illicit drugs (SAMSA, 2020). Healthcare providers should be familiar with high risk behaviors associated with substance use. All providers should screen for mental health disorders that often co-occur with substance use disorders. People with co-occurring disorders are at increased risk for medical problems, early mortality, and suicide. They have poorer treatment adherence and outcomes than people with either disorder alone. A circular pattern of high risk sexual behavior is found among substance use disorders, mental health disorders, HIV, hepatitis, and other STIs.

## Section 3: HIV, HBV, HCV, and Other STIs

### What is HIV?

The human immunodeficiency virus (HIV) gradually breaks down the immune system. Like all viruses, HIV must enter other cells in order to replicate. HIV targets CD4 receptors, a protein on the surface of cells in the immune system that normally signal other cells to destroy infectious particles. They are mainly found on a type of white blood cell called T-4 lymphocytes that coordinate the body's response to infection (Grossman & Porth, 2013).

As HIV progresses, the disease compromises overall immune functioning, increasing susceptibility to infection from otherwise harmless organisms. There are two types of HIV, labeled HIV-1 and HIV-2. The most common type of HIV is HIV-1. HIV-1 comprises the global majority of HIV infections. The largest group with HIV-2 is in West Africa, however it has been found in other parts of Africa, Europe, India, and the United States (Esbjornsson, J. et al., 2019).

### How is HIV Transmitted?

HIV is transmitted through specific bodily fluids, such as blood, semen, vaginal and rectal fluids, and breast milk. Transmission occurs through unprotected vaginal or anal sex with someone who has HIV, blood-to-blood contact with someone who has HIV, or perinatally when the mother has HIV (NIH, 2020a). In the U.S., the most common forms of adult HIV transmission is through sexual transmission or sharing drug injection equipment (NIH, 2020a). The risk of HIV transmission through blood transfusion during medical procedures is extremely rare with HIV screening efforts of donated blood in the U.S. HIV cannot be transmitted unless there is an exchange of the aforementioned specific bodily fluids. HIV does not live long or reproduce outside of the body. Therefore, you **cannot** get HIV (CDC, 2021b):

- By shaking hands or hugging a person with HIV

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- Through contact with objects touched by a person with HIV, such as a book
- By sharing dishes with a person with HIV
- Through the air
- Through sweat or tears

## HIV Testing Recommendations

The Centers for Disease Control (2021c) recommends that people age 13-64 should be tested for HIV at least once. Pregnant women should be tested early in their pregnancy. There are national guidelines for how often infants born to mothers at risk of HIV should be tested. People at increased risk should be tested at least once a year. Indicators of increased HIV risk include (CDC, 2021c):

- Having sex with a person who has HIV or is of unknown status
- Having sex with a person who has hepatitis or TB
- Sharing injection drug equipment
- Exchanging sex for money or drugs

## Types of HIV Tests

There are 3 types of HIV tests used to detect HIV. It is important to understand that there is a period of time after a person has been infected with HIV during which the illness is not detected in HIV tests. This is known as the detection “window period”. Each HIV test has a different detection “window” (CDC, 2021d):

- Antibody testing: Tests for detectable antibodies between 3 and 12 weeks. Two antibody tests are now available for home use (rapid self-test or mail in self-test).
- Combination antibody/antigen testing: Can identify HIV antigens that develop before antibodies become detectable in the blood. For most people, these tests can detect HIV infection within 18-45 days after becoming infected if use of blood is from vein versus finger prick.
- Nucleic Acid Tests (NATs): Can detect HIV in the blood 10-33 days from infection.

## HIV Stages

People who have untreated HIV generally progress through 3 stages of the disease (NIH, 2020b):

- 1) Acute HIV infection: Occurs 2-4 weeks after infection. People may have flu-like symptoms lasting a few weeks or may have no symptoms at all. HIV is highly contagious during this stage.
- 2) Chronic HIV (also called clinical latency or asymptomatic HIV): During this stage, HIV reproduces at lower levels than during the acute phase. This phase can last for decades if HIV is treated, and much shorter if it is not. People in this stage can still transmit HIV if they do not get treatment to make the viral load undetectable.
- 3) Acquired immunodeficiency syndrome (AIDS): A severe stage of infection marked by symptoms such as increased risk for opportunistic infections, rapid weight loss, profound fatigue, recurring fever, and extended swelling of lymph nodes. Without treatment, life expectancy is about 3 years.

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## HIV Counseling and Referral

Once an HIV diagnosis is confirmed, it is critical to provide education about the virus and refer the person to specialty providers for evaluation, treatment, and management. The Centers for Disease Control 2015 STD guideline offers specific recommendations for HIV counseling and service referrals for newly infected individuals:

- Provide counseling (on site or through referrals) to all persons who test positive for HIV about the adjustment of living with HIV and referral to specialized medical provider.
- Provide additional referrals as needed for mental health and/or substance use counseling and treatment, risk reduction counseling, reproductive counseling, and case management.
- Provide counseling and assistance regarding mandatory and voluntary reporting, notification, or disclosure processes (local health department, partners, etc.)

## Quick Check

Which of the following is one of the ways that HIV can be transmitted?

A. Hugging a person with HIV

Feedback [Actually, you cannot get HIV from hugging, as there has to be an exchange of infected body fluids (i.e., blood, semen, vaginal or anal fluid, or breastmilk).]

B. Touching a doorknob that a person with HIV touched

Feedback [Actually, you cannot get HIV from contact with objects touched by a person with HIV, as there has to be an exchange of infected body fluids (i.e., blood, semen, vaginal or anal fluid, or breastmilk).]

C. **Injecting drugs with a previously used needle**

Feedback [Sharing drug injection equipment would be a way to transmit HIV because in that instance there could be an exchange of blood.]

D. Drinking after a person with HIV

Feedback [Actually, you cannot get HIV from drinking after a person with HIV, as there has to be an exchange of infected body fluids (i.e., blood, semen, vaginal or anal fluid, or breastmilk).]

## What Are Hepatitis B and C and How Are They Transmitted?

Hepatitis is an inflammation of the liver. It can be caused by a virus or by heavy alcohol consumption over many years. There are 5 types of hepatitis viruses, aptly named hepatitis A-E.

Hepatitis B (HBV) and C (HCV) are the most common hepatitis viruses, though a 2017 hepatitis A (HAV) outbreak increased the prevalence of HAV (CDC, 2021g). HAV is transmitted when a person ingests even microscopic amounts of infected fecal matter. This can happen if you come in contact with contaminated objects or food, as well as through unprotected oral-anal sex with someone who has HAV. HBV is most commonly transmitted during birth to an infant from an infected mother, sexual contact with an infected person, or sharing injection drug equipment. HCV is most commonly transmitted by sharing injection drug equipment (CDC, 2020a).

## Identification of HBV

Many at-risk populations should be screened for HBV, including people born in countries with  $\geq$  2% HBV prevalence, men who have sex with men, injection drug users, individuals living with HIV or AIDS, pregnant women, and infants born to mothers with HBV (CDC, 2020b). Screening involves testing of blood serum (serology) for HBV biomarkers which includes antigens (foreign

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bodies) and antibodies that respond to antigens (CDC, 2020b). Interpretation of blood serum data is necessary to appropriately categorize infection status or evidence of immunity (CDC, 2020b).

## Symptoms of HBV

The incubation period for HBV is from 6 weeks to 6 months of exposure, with an average of 90 days for symptoms to occur (CDC, 2020b). Symptoms of acute HBV vary with age and can last from several weeks to 6 months (CDC, 2020b). They include fever, fatigue, loss of appetite, nausea/vomiting, abdominal or joint pain, or dark urine. These acute symptoms can resolve by themselves or develop into chronic HBV infection (CDC, 2020b). The risk of developing chronic HBV infection is inversely related to age of exposure, meaning that individuals exposed early in life have an increased risk of developing chronic HBV infection (CDC, 2020b).

## Identification of HCV

The Centers for Disease Control and Prevention advocates for adults to be tested for HCV at least once, and for all pregnant women to be tested during each pregnancy. People at high risk for exposure, such as people with HIV or injection drug users, should be tested more regularly (CDC, 2020c). Acute HCV infection is identified by the presence of certain markers, including HCV antibodies or ribonucleic acid (CDC, 2020c). There is evidence of people that may have spontaneously cleared a HCV infection. HCV can also turn into a chronic condition.

## Symptoms of HCV

The incubation period for HCV is 14-182 days. People with acute HCV usually do not notice symptoms or have mild symptoms. Generally symptoms will show up within 2-26 weeks of exposure. The symptoms of HCV overlap with symptoms of HBV. They include fever, fatigue, loss of appetite, nausea/vomiting, abdominal or joint pain, or dark urine. Most individuals diagnosed with chronic HCV are asymptomatic or report chronic fatigue and depression (CDC, 2020c).

## Tuberculosis and HCV

People with an increased risk for HCV infection also have increased risk for acquiring tuberculosis (WHO, 2016). You can screen individuals for tuberculosis using the World Health Organization 4-symptom algorithm: Tuberculosis can be excluded if the person denies a current cough, fever, weight loss, or night sweats. If the person experiences any one of these symptoms, further tuberculosis testing is warranted. There can be contraindications around taking medication for HCV and tuberculosis at the same time (WHO, 2016). The World Health Organization (2016) recommends treating tuberculosis in advance of starting HCV medications.

## A Brief Look at STIs

Sexually transmitted infections (STI) are infections that can pass from one person to another during intimate contact. Different STI's are tracked and require reporting to local, state, or federal health agencies. There are also sometimes laws around notifying partners. To know the laws in your area, you can contact your local health department. In 2019 in the U.S., the prevalence of STIs reached a new high (CDC, 2021e). Portals of entry for STIs include the mouth, genitalia, urinary meatus (where urine exits the body), rectum, and skin (Grossman & Porth, 2013). We will briefly examine several of the most prevalent STIs.

- Human papillomavirus virus induced genital warts is the most common STI in the U.S. and can occur with any kind of oral, vaginal, or anal penetration.

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- Genital herpes can cause genital ulcers and is transmitted by contact with infectious lesions or secretions. Treatment with antivirals can reduce the frequency of outbreaks (Grossman & Porth, 2013).
- Over 60% of new chlamydia cases occur in youth 15-24. It is transmitted through sexual contact with an infected person. It is largely asymptomatic in men and women, but if left untreated, can cause serious complications (CDC, 2021f).
- Gonorrhea is an STI transmitted by oral, vaginal, or anal sexual intercourse or perinatally. All sexually active women under age 25 as well as women older than 25 that are at increased risk should be screened annually (Grossman & Porth, 2013).
- Syphilis is a STI spread by direct contact with an infectious lesion or perinatally. Presumptive treatment in advance of definitive laboratory test results as well as treatment of sexual partners is the standard of care to reduce transmission (Grossman & Porth, 2013).
- Zika is spread by the bite of a mosquito and can be transmitted up to 6 months after infection. It can be transmitted through sexual contact, blood transfusion, organ transplantation, and perinatally. Symptoms of Zika are not noticeable or are mild, and include fever, rash, muscle and joint pain, malaise, and headache. It can cause complications with pregnancy and increase the risk for neurologic problems. There is no treatment or vaccine, prevention is the key (WHO, 2018).

## Meet Jim

Jim is a 56-year-old man who recently left his boyfriend after he suspected him of having an affair. Jim's drinking has increased in recent months and he has been feeling tired and depressed. Jim reports his symptoms to his doctor at his annual physical exam, tells him about the breakup, but omits his increased alcohol use. Jim asks the doctor to prescribe an antidepressant for him. "Let me ask you a few questions first, Jim," his doctor says.

Which of the following questions from Jim's doctor is MOST relevant to assessing Jim's risk for HIV or other STI?

- A. Have you been sleeping well?  
Feedback [Actually, while this is good information to know, it is not MOST relevant to assessing Jim's risk for HIV or other STI's.]
- B. **Have you had unprotected sex with your boyfriend or anyone else since our last visit?**  
Feedback [This is the most relevant question to assess Jim's risk for HIV or STI, particularly given the possibility that his boyfriend was having sexual relations with multiple partners.]
- C. Have you been feeling nauseous?  
Feedback [Actually, while this is good information to know, it is not MOST relevant to assessing Jim's risk for HIV or other STI's.]
- D. How long were you and your boyfriend together?  
Feedback [Actually, while this is good information to know, it is not MOST relevant to assessing Jim's risk for HIV or other STI's.]

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

## Summary

HIV, HBV, HCV, and other STIs can share similar routes of transmission and have high rates of co-infection. The CDC and WHO have recommendations for testing for each of these infectious diseases, and advise more frequent testing for at risk populations. People with an increased risk for HCV infection also have increased risk for acquiring tuberculosis. STIs are highly prevalent in adults under 25 years of age. Most can be successfully treated with antibiotic therapy.

## Section 4: Integrated Treatment of Substance Use Disorders and Sexually Transmitted Disease

### An Integrated Response

The 2021-2025 HIV National Strategic Plan for the U.S., has proposed goals to address HIV/AIDS prevention, treatment, access, and care coordination. The goals are:

- **To prevent new infections:** As behavioral health providers, if we screen/assess every client, it will open the door to prevention conversations.
- **Improve health outcomes for people with HIV and provide integrated care:** As behavioral health providers, if we can identify harm reduction areas, assess behavior change readiness, and establish realistic and flexible goals, this will ultimately help improve outcomes for our clients.
- **Reduce problems with access and inequalities:** As behavioral health providers, we can identify community resources and referral/linkage needs, as well as advocate for our clients.

Integrated treatment has also been proposed as important for addressing the multifaceted needs of individuals affected by hepatitis. For example, a brief psychological intervention paired with case management may improve the rates of initiation of antiviral medications for hepatitis C and increase the likelihood of achieving a sustained response to medication (Ho et al., 2015).

Let's now explore these goals in more detail, along with evidence-based and/or promising practices that may be useful.

### Screen/Assess Every Client

All individuals should be screened to identify substance use disorders, mental health conditions or difficulties, risk factors for contracting HIV, hepatitis, or other STIs, and their current health status. Screening for trauma should also be included given its potential to impact the individual across multiple domains. Standardized screening tools such as the PHQ-9, CAGE-AID, DAST-10, AUDIT, and the Columbia-Suicide Severity Rating Scale should be used. Positive screenings should be followed by comprehensive assessment where warranted. Screening and assessment should be integrated and incorporate bio-psycho-social-spiritual perspectives.

### The Importance of Engagement

Discussing sexual behaviors and substance use can be uncomfortable for individuals receiving services and their providers, especially when they have first met. You have an opportunity to create a positive rapport with the person by creating an atmosphere of respect, safety, and trust. Avoid using language that can be stigmatizing, alienating, or shaming. Use inclusive terms, ask for preferred pronouns, and avoid assumptions regarding gender or sexuality (Altarum Institute, 2021). Refrain from using overly technical language and adopt a non-judgmental attitude free from bias and assumptions (SAMHSA-HRSA, 2014).

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## Conducting a Sexual Risk Assessment

As part of a comprehensive STI prevention strategy, the CDC (2015) recommends providers perform a risk assessment and provide prevention and risk reduction counseling. Use the 5 Ps as a guide to the important areas of inquiry in a risk assessment:

- Partners
- Practices
- Past STIs
- Pregnancy
- Protection

It is important to familiarize yourself with specific questions you need to ask when taking a sexual risk history. If you appear uncomfortable asking the person about the number of partners they have had, specific sex practices in which they engage, and how they protect themselves from risk, they may be less comfortable as well. By routinely including questions about sexual history in your intake process, you can normalize these questions and increase the person's comfort level.

If you are limited to one question only as part of a sexual risk assessment, the most important question to ask is:

**What do you do to protect yourself from sexually transmitted diseases, for example, HIV?**

## SBIRT – Screening, Brief Intervention, and Referral to Treatment

SBIRT is a brief and evidence-based intervention for substance use disorders utilized in many health settings. The goal is to reduce substance misuse and prevent the negative health consequences of it by enhancing motivation and commitment to address these risks. The components of SBIRT include:

- 1) Screening: A short prescreen followed by a full screen if indicated to identify moderate to high risk users
- 2) Brief Intervention: A 5 to 10-minute discussion to raise the subject of substance misuse, provide feedback, enhance motivation to change, and negotiate a change plan to utilize personal and community resources to address these risks. This intervention can take many forms.
- 3) Referral to Treatment: Referrals should be tailored to the person's circumstances and availability of services. They are designed to both motivate and facilitate clients whose substance use disorder requires specialty care.

## Identify Behavior Change Readiness

Assisting clients to change their behavior requires an assessment of their readiness to change. The transtheoretical model of change has been widely used in substance use, mental health, and medical settings (Prochaska & DiClemente, 1986). The model includes 5 stages of change that identify an individual's readiness to change and their commitment to change a particular target behavior. The stages of change are:

- 1) Precontemplation: Change is not being considered.
- 2) Contemplation: Change is being considered, but no commitment to change has occurred.
- 3) Preparation: Planning for change in the next 30 days.

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- 4) Action: Taking concrete steps toward the desired behavior.
- 5) Maintenance: The target behavior change has been in place for at least 6 months. The concrete actions in this stage emphasize reinforcement and continuation of new behavior (Prochaska & DiClemente, 1986).

Individuals may not go through each stage of change in order. Behavioral interventions are most effective when they are targeted towards the stage of change the individual is in with respect to a particular behavior. For example, a person in precontemplation will likely not respond well to change activities and would benefit more from receiving information geared towards increasing their awareness of the negative consequences of their current behavior.

## Motivational Interviewing

Motivational Interviewing (MI) can be helpful to determine the person's behavior change readiness. Clients are often ambivalent about the change process; it is critical that providers abandon rigid assumptions that there is only one way for clients to become healthier, and instead consider the client's readiness to change. MI was developed by Miller and Rollnick to resolve client ambivalence about change and enhance their intrinsic motivation to change (Arkowitz et al., 2008). It has been widely used in mental health, substance use, and medical settings and can be combined with other therapies or used alone. This course will look at the basic skills drawn from client-centered therapy and go by the acronym, OARS (Arkowitz et al., 2008).

- **Open-ended questions:** Allow the client to do most of the talking while focusing them toward working on ambivalence and change.
- **Affirmations:** Provide statements of encouragement to support the client in the change process.
- **Reflective listening:** Provide statements that help clients verbalize what they mean explicitly.
- **Summarizing:** Review statements the client has made to emphasize change talk (i.e., language communicating desire, ability, reason, need, and commitment to change).

## Harm Reduction Strategies

Integrated approaches to address substance use disorders and STIs should also emphasize harm reduction approaches. Many problem substance users avoid treatment because they do not want to commit to abstinence. Harm reduction techniques seek to reduce the negative consequences of drug and alcohol use without requiring abstinence. Clients are empowered to set their own goals and commit to small incremental change (Tatarsky, 2007). Harm reduction may include education about proper condom use, information and access to prophylaxis medications, needle exchange programs, opioid overdose prevention medication, and medication-assisted treatment for opioid addiction.

## Risk Reduction Counseling

Following the sexual risk assessment, provide counseling to individuals at increased risk using one or more of the techniques below as a guide or refer them to a behavioral health provider if you are not one.

- **High intensity behavioral counseling for higher risk individuals:** The US Preventative Services Task Force recommends this targeted form of counseling for all adolescents and for adults with increased risk. This model provides education about STIs and pertinent skills training tailored to the age, sex, and ethnicity of the client. Longer

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sessions (up to 2 hours) are more effective than sessions less than 30 minutes (LeFevre, 2014).

- Client-centered HIV/STD prevention counseling: Tailors risk reduction session to each client's individual situation (CDC, 2015).
- Evaluation, treatment, and counseling of sex partners of infected individuals: A range of services for partners designed to increase treatment engagement of infected individuals and interrupt the chain of STI transmission and improve partner notification outcomes. Clients are encouraged to bring information to their partners or to bring them to a visit for risk reduction counseling, testing, and/or treatment (CDC, 2015).

## Prevention Medications

Available prevention measures for HIV, HBV, and human papilloma virus include pre- and post-exposure prophylaxis for HIV and hepatitis, along with vaccinations for HBV and other STIs. These strategies are effective in reducing disease transmission. Psychotropic medications can be used to prevent continued substance use for some substance use disorders; these medications can reduce the euphoria of alcohol and opioids or can block the effects entirely (Stahl, 2013).

### Substance Use Prevention Medications

Alcohol:

- Naltrexone (Vivitrol®) blocks the “high” associated with drinking, making it less reinforcing.
- Disulfiram (Antabuse®) causes a build-up of acetaldehyde, triggering nausea and vomiting if the person consumes alcohol.
- Acamprosate (Campral®) can help with brain function after a person who was a heavy drinker quits drinking, which may prevent returning to drinking.

Opioids:

- Buprenorphine (Subutex®) reduces the euphoric and sedating effects of opioids which may prevent return to opioid misuse.
- Methadone (Dolophine®) blocks euphoria and reduces opioid withdrawal, which may prevent return to opioid misuse.
- Lofexidine (Lucemyra®) treats opioid withdrawal symptoms, which may prevent return to opioid misuse.
- Naltrexone has the same actions on the reinforcing effects of opioids as it does with alcohol. Opioid users must stop their use 7-10 days prior to taking naltrexone to avoid severe withdrawal symptoms.
- Naloxone (Narcan®) is an opioid antagonist that is often used for reversing overdoses. When combined with buprenorphine, it can be used for tapering off opioids during detox and preventing a high. The combination is sold under brand name Suboxone® (Stahl, 2013).

### HIV Prevention Medications

- Pre-exposure prophylaxis (PrEP) is a combination of 2 HIV medications (tenofovir (Vemlidy®) and emtricitabine (Emtriva®). Consistent daily use can reduce the risk of acquiring HIV infection in high risk HIV-negative people from sexual exposure by 99% (OIDP, 2021).

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- Post-exposure prophylaxis (PEP) consists of initiation of anti-retroviral treatment (ART) within 72 hours of potential HIV exposure through consensual or forced sexual contact, injection drug use, or accidental needle-stick. Taken daily for 28 days, PEP prevents HIV infection when correctly administered. If an individual has been potentially exposed, they should contact their provider or go to urgent care or an emergency department immediately (OIDP, 2021).
- Research on prevention is continuing. In 2021, results of a Phase 1 human trial for a potential HIV prevention vaccine were positive, increasing hope for more accessible tools to protect against HIV (Venkatesan, P., 2021).

## Hepatitis Prevention

- HBV prevention medications include vaccinations and post-exposure prophylaxis (CDC, 2020a). HBV vaccination involves 3 intramuscular injections with the 2<sup>nd</sup> and 3<sup>rd</sup> doses scheduled 1 and 6 months after the 1<sup>st</sup> dose (CDC, 2020a).
- HBV immunoglobulin provides protection from HBV infection for 3-6 months as a post-exposure prophylaxis in conjunction with vaccination for those who were not vaccinated prior to HBV exposure or who have not responded to vaccination alone (CDC, 2015).
- There are no vaccines or PEP for HCV (CDC, 2020a).

## Prevention of Other STIs

- Post exposure prophylaxis for asymptomatic individuals who may have been exposed to syphilis includes penicillin G (Bicillin C-R<sup>®</sup>) or doxycycline (Atridox<sup>®</sup>) in advance of laboratory test results (CDC, 2015).
- A post exposure prophylactic antimicrobial regimen is recommended for chlamydia and gonorrhea (CDC, 2015).
- Preventative vaccine for human papilloma virus that children can receive at age 9 and after (CDC, 2015).

## Establish Realistic and Flexible Treatment Goals

While this course will review some components of treatment that an individual with a substance use disorder and an infectious disease like HIV or hepatitis may require, it is important to view these within an integrated framework rather than as interventions that would be provided in isolation. Providing integrated care means that the individual is linked with needed services that address all aspects of their needs, rather than sequentially addressing only one issue at a time. Collaboration is essential among providers along with ensuring that the person receives the appropriate level and intensity of physical and behavioral health services to meet their particular needs.

## Medical Treatments for HIV

Medical care for addressing HIV+ status includes:

- Physical examination
- Laboratory and other testing such as:
  - Staging HIV infection
  - Screening for comorbidities and opportunistic infections
  - Establishing baselines for combination antiretroviral therapy (ARV) treatment and responses to ARV therapy
  - CD4 and viral load monitoring

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- Prevention of HIV transmission/ prevention with positives, a strategy that addresses the specific prevention needs of HIV+ individuals
- Immunizations (e.g. influenza, pneumonia, meningitis, HAV vaccine, HBV vaccine, and recombinant zoster vaccine for age 50 and older).
- Prevention/prophylaxis of opportunistic infections (including tuberculosis)
- Treatment of medical comorbidities

## Antiretroviral Medications

Antiretroviral medications (ARVs) are available in individual and combination preparations across 7 classes of drugs. Effective initial and ongoing therapeutic regimens result from using combinations that integrate multiple classes of ARVs tailored to each person's specific considerations (HHS, 2014). The 7 classes with examples of generic drugs are (HHS, 2021):

- 1) Nucleoside/nucleotide reverse transcriptase inhibitors (NRTIs) (e.g., abacavir (Ziagen<sup>®</sup>), emtricitabine (Emtriva<sup>®</sup>))
- 2) Non-nucleoside reverse transcriptase inhibitors (NNRTIs) (e.g., efavirenz (Sustiva<sup>®</sup>), etravirine (Intelence<sup>®</sup>))
- 3) Protease inhibitors (PIs) (e.g., atazanavir (Reyataz<sup>®</sup>), darunavir (Prezista<sup>®</sup>))
- 4) Fusion inhibitor (FI) (e.g., enfuvirtide (Fuzeon<sup>®</sup>))
- 5) CCR5 antagonist (e.g., maraviroc (Selzentry<sup>®</sup>))
- 6) Integrase strand transfer inhibitors (INSTIs) (e.g., dolutegravir (Tivicay<sup>®</sup>), raltegravir (Isentress<sup>®</sup>))
- 7) Attachment and Post-attachment inhibitors (fostemsavir (Rukobia<sup>®</sup>), ibalizumab-uiyk (Trogarzo<sup>®</sup>))

Individuals living with HIV/AIDS are at higher risk for co-infection with HBV and HCV (CDC, 2020d). HBV/HCV interacts negatively with HIV, complicates treatment regimens, accelerates disease progression, and increases liver-related disease and death (CDC, 2020d). Additional monitoring is required for those co-infected with HIV and HCV (CDC, 2020d).

## Medical Treatment for HBV

Supportive treatment is available for acute HBV (CDC, 2020a). Several antiretroviral medications that can suppress viral replication and remit liver disease are available for the treatment of chronic infection as part of a comprehensive treatment plan that includes care linkages for comorbid disorder, substance use treatment and prevention, regular monitoring of liver status and possible reactivation, self-care, and prevention of HBV transmission (CDC, 2015). Antiretroviral medications for the treatment of HBV include tenofovir (Vemlidy<sup>®</sup> or Viread<sup>®</sup>), entecavir (Baraclude<sup>®</sup>), and telbivudine (Sebivo<sup>®</sup>) among others (Hepatitis B Foundation, 2021).

## Medical Treatment of Chronic HCV

The World Health Organization (2016) updated recommendations for HCV treatment includes the use of newer direct acting antiviral drugs (DAAs) instead of using interferon (Pegasys<sup>®</sup>) in conjunction with ribavirin (Copegus<sup>®</sup>), a combination drug treatment with considerably more side effects except in certain specific conditions. DAAs have a short course of therapy, require little monitoring, and are associated with fewer severe adverse reactions than medications that are no longer recommended (WHO, 2016). When choosing treatment regimens, consider

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comorbidities (including tuberculosis), presence of depressive disorders, pregnancy, and potential drug to drug interactions (WHO, 2016). Comprehensive treatment includes the identification and treatment of substance use disorders as well as risk reduction counseling for substance use disorders and other STI.

## HBV/HCV Co-infection

Screen for HBV before starting HCV treatment as an accelerated disease course may occur in HBV/HCV co-infection (WHO, 2016). Treat co-infected individuals with DAA as HCV is considered the “main driver” of disease (WHO, 2016). During HCV treatment and after HCV is cleared, it is possible that HBV will be reactivated and require concurrent anti-HBV antiviral therapy (WHO, 2016).

## Importance of Adherence to Medications

Nonadherence to ARV medication is 2<sup>nd</sup> to CD4 cell count as the most predictive indicator of HIV progression to AIDS and death (HHS, 2014). To reach optimal viral suppression, adherence rates of nearly 100% are needed in order to reduce the risk of developing drug resistance and narrowing the other medication options (HHS, 2014). Factors that influence adherence include age; health status; personal, cultural, and spiritual beliefs; presence of cognitive issues; literacy; mental health status; active substance use; financial status; health insurance; and housing stability (CDC, 2015, HHS, 2014).

Providers can help individuals with HIV improve their adherence to ARV medications by performing an assessment of readiness to initiate ARV treatment and identification of barriers to adherence. Work with individuals to simplify the medication regimen and dosing schedule and address structural and psychosocial barriers to adherence prior to ARV initiation (HHS, 2014).

## Substance Use During HIV/HBV/HCV/STI Treatment

People who use illicit drugs, regardless of route of administration, have more side effects and toxicities of medications for HIV/HBV/HCV/STI than people who do not use illicit drugs (HHS, 2021). Illicit drugs such as MDMA, ketamine, methamphetamine, and some medications used to treat substance use disorders such as methadone have the potential to interact with medications that are metabolized by the liver (HHS, 2021). Such interactions can increase or decrease medication drug levels, causing medication toxicity or reducing their efficacy. This can be further complicated by interactions with medications for comorbid conditions. Co-occurring HIV and alcohol use disorders are associated with CD4 declines, increased viral loads, and compromised immune system functioning, leading to worse ARV treatment outcomes (Rehm et al., 2017). Alcohol misuse weakens and damages the liver, the organ most affected by HBV and HCV and central to metabolizing many medications.

Additionally, substance misuse is associated with increased impulsivity, poor risk assessment, poor decision making, and poor self-care, all of which reduce treatment adherence. Other factors that reduce treatment adherence include increased side effects; interactions, contraindications, and toxicities of medications for HIV/HBCV/STI; and intoxication leading to forgetting or medication skipping.

## Addressing Substance Use Disorders

Many treatment modalities are available to address mild, moderate, and severe substance use disorders. Treatments can be geared toward total abstinence or promoting moderation and harm reduction. For example, medication-assisted treatment includes medications for substance

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use disorders, as well as individual and group counseling. Substance use disorder treatment options generally fall into the following categories which can be used alone or in combination:

- Inpatient and residential treatment
- Partial hospitalization programs
- Intensive outpatient programs
- Outpatient treatment
- Recovery support/relapse prevention
- 12-step programs

## Addressing Mental Health Disorders

Treatment approaches for mental health disorders are wide-ranging and include varying levels of care depending on the person's specific needs:

- Inpatient and residential psychiatric treatment
- Assisted outpatient/treatment (AOT)
- Assertive community treatment (ACT)
- Partial hospitalization/intensive outpatient services
- Outpatient treatment
- Psychosocial rehabilitation

A diverse array of treatment models, beyond the scope of this course, are available within each level of care. In addition to providing comprehensive, integrative services that address the person's unique needs, it is essential that any treatment provided is trauma-informed and culturally sensitive.

## Identify Community Resources and Referral/Linkage Needs

People with complex health disorders like comorbid substance use disorders and HIV/HBV/HCV/STI require access to multiple specialty care providers, more frequent visits and lab monitoring, as well as multiple medication regimens. These increased healthcare needs place burdens on the healthcare system and the individual. Health insurance premiums and copays are financially burdensome. Individuals must dedicate time and resources for multiple appointments, laboratory and pharmacy visits, and hospitalizations. These activities are made more difficult due to disease symptoms and medication side-effects. Systemic barriers to healthcare include lack of adequate insurance coverage, lack of service availability, and lack of culturally competent care (ODPHP, 2020).

## Delivering Comprehensive, Integrated Services

Individuals with co-occurring substance use disorders, mental health disorders, HIV, hepatitis, and other STIs require comprehensive, integrated services to support their health and well-being. Some of these services include:

- Tobacco dependence treatment: Rates of tobacco use are higher in people with SUDs and mental health disorders. Tobacco use can interfere with medications and is a well-known contributor to early mortality.
- Nutrition counseling: It is important that the person has awareness of healthy eating habits and approaches. In addition, because HIV compromises the immune system, educating the person about safe food handling is needed to prevent food-borne illnesses. Also, ARV's can

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

cause nausea, vomiting, and lack of appetite.

- Education and self-management: Services that provide information and education about the person's health disorders, available treatments, and medications encourage individual accountability, self-advocacy, and improve health literacy.
- Peer supports: Services provided to clients by others who are trained as Peer Service providers, who themselves have been diagnosed with substance use or mental health disorders.
- Community and social supports:
  - Case management: A single point of contact who provides advocacy, facilitates referrals to community services including financial and public supports, housing, transportation, and coordinates needed services.
  - Financial assistance: Many individuals with complex health disorders need increased social and institutional supports due to disease-related disability. Employment and income may be impacted necessitating short or long-term disability, SNAP, and transportation assistance.
  - Home visits: People with multiple complex health disorders may be eligible to have healthcare professionals and case managers provide comprehensive home-based care as attending office visits may be too physically taxing or stressful.
  - Housing: Programs can include supportive housing, group homes, and transitional housing.
  - Outreach programs: Utilizes trained specialists who directly engage individuals in need of services into care.
  - Transportation: Includes reduced-fare programs for public transportation and private transport services to treatment, shopping, and other daily needs.

## Review

Amy is a 26-year-old single woman, who is in her first year of employment as an accountant. She has struggled with self-esteem and anxiety for many years. Amy has never sought treatment for her symptoms because she feels she has "gotten by well enough" as evidenced by her successful completion of her degree and landing a job with a major accounting firm. She typically found that her sex partners would object to using a condom and she rarely felt confident enough to insist that they do so. A year ago, Amy was diagnosed with HPV. In the past month, Amy tested positive for HIV. She is devastated with this news and has come to you for assistance.

What approaches are appropriate for Amy in this situation to provide her with comprehensive care from an integrated perspective?

- A. Avoid doing a sexual risk assessment since this will likely come across as stigmatizing and it is too late to identify high risk sexual behaviors for Amy.  
Feedback [Actually, a sexual risk assessment is still an important component of comprehensive care for Amy. It may help to identify behaviors that impact her risk of contracting additional illnesses or that can lead to Amy transmitting HIV and HPV to

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others.]

- B. Discuss Amy's history of anxiety from a trauma-informed perspective, including her readiness to work with a provider who can help her address her symptoms and difficulties.**

Feedback [Amy's anxiety has played a large role in driving her high risk sexual behaviors. It will be important to address her self-esteem and anxiety in an integrated approach to her care.]

- C. Refer Amy to a medical specialist with expertise in treating individuals with HIV so they can assess her readiness to initiate ARV treatment and identify potential barriers to medication adherence.**

Feedback [Nonadherence to ARV medication is second to CD4 cell count as the most predictive indicator of HIV progression to AIDS. It will therefore be important to determine her readiness to initiate these medications and to commit to taking them.]

- D. Conduct a sexual activity questionnaire and inquire as to why Amy chose not to insist her partner use a condom when she had already contracted HPV a year ago.**

Feedback [It is important to avoid using language that can be stigmatizing, alienating, or shaming. Amy may perceive these questions as criticizing or shaming her.]

- E. Identify any community resources or referrals that Amy may need.**

Feedback [People with complex health disorders like comorbid SUD, mental health conditions, and HIV/HBV/HCV/STI require access to multiple specialty care providers, more frequent visits and lab monitoring, as well as multiple medication regimens. Amy may need assistance identifying appropriate providers and resources.]

- F. Tell Amy she needs to address her mental health concerns before she starts her HIV treatment.**

Feedback [Actually, providing integrated care means that the individual is linked with needed services that address all aspects of their needs, rather than sequentially addressing only one issue at a time.]

## Summary

An integrated approach to care for individuals with a combination of co-occurring substance use disorders, mental health disorders, HIV, hepatitis, or STIs may include: Assessment and screening, assessing behavior change readiness and identifying harm reduction areas, establishing realistic and flexible treatment goals, and identifying community supports and referrals. Each step involves multiple components that, when combined, create a model of comprehensive care that can maximize individual engagement and accountability, provide individualized treatment, improve treatment adherence and outcomes, and ensure that individuals can live and work independently in their communities.

## Section 5: Conclusion

### Summary

Now that you have finished viewing the course content, you should have learned the following:

- How substance use can increase the risk of contracting or transmitting HIV, hepatitis B and C, or other sexually transmitted infections
- The elements of a comprehensive SUD/STI prevention strategy

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

- At least three specific treatments for substance use disorders, HIV, and hepatitis B and C

## Course Contributors

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## Resources

### Screening and Assessment Tools

<https://www.drugabuse.gov/nidamed-medical-health-professionals/screening-tools-resources/chart-screening-tools>

<https://store.samhsa.gov/sites/default/files/d7/priv/sma13-4741.pdf>

### STI Treatment Recommendations

CDC 2015 STD Treatment Guidelines: <https://www.cdc.gov/std/tg2015/default.htm>

<https://clinicalinfo.hiv.gov/en/guidelines>

### Motivational Interviewing Resource

<https://motivationalinterviewing.org/motivational-interviewing-resources>

### Harm Reduction Resource

<https://harmreduction.org/>

## References

Altarum Institute. (2021). *Sexual Health and Your Patients: A Provider's Guide*.

<https://nationalcoalitionforsexualhealth.org/tools/for-healthcare-providers/document/ProviderGuide.pdf>

Arkowitz, H., Westra, H.A., Miller, W., Rollnick, S. (eds.). (2008). *Motivational Interviewing in the treatment of psychological problems*. New York, NY: Guilford Press.

Centers for Disease Control and Prevention (CDC). (2014). *Planning and implementing screening and brief intervention for risky alcohol Use: A step-by-step guide for primary care practices*. Atlanta, Georgia: Centers for Disease Control and Prevention, National Center on Birth Defects and Developmental Disabilities.

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

Centers for Disease Control and Prevention (CDC). (2015). *2015 STD treatment guidelines*. <https://www.cdc.gov/std/tg2015/clinical.htm>

Centers for Disease Control and Prevention (CDC). (2020a). *The ABC's of hepatitis- for health professionals [fact sheet]*. <https://www.cdc.gov/hepatitis/resources/professionals/pdfs/abctable.pdf>

Centers for Disease Control and Prevention (CDC). (2020b). *Hepatitis B questions and answers for health professionals*. <https://www.cdc.gov/hepatitis/hbv/hbvfaq.htm>

Centers for Disease Control and Prevention (CDC). (2020c). *Hepatitis C questions and answers for health professionals*. <https://www.cdc.gov/hepatitis/hcv/hcvfaq.htm>

Centers for Disease Control and Prevention (CDC). (2020d). *People coinfecting with HIV and viral hepatitis*. <https://www.cdc.gov/hepatitis/populations/hiv.htm>

Centers for Disease Control and Prevention (CDC). (2021a). *HIV and substance use*. <https://www.cdc.gov/hiv/basics/hiv-transmission/substance-use.html>

Centers for Disease Control and Prevention (CDC). (2021b). *Ways HIV is not transmitted*. <https://www.cdc.gov/hiv/basics/hiv-transmission/not-transmitted.html>

Centers for Disease Control and Prevention (CDC). (2021c). *Getting tested*. <https://www.cdc.gov/hiv/basics/hiv-testing/getting-tested.html>

Centers for Disease Control and Prevention (CDC). (2021d). *Types of HIV tests*. <https://www.cdc.gov/hiv/basics/hiv-testing/test-types.html>

Centers for Disease Control and Prevention (CDC). (2021e). *Sexually transmitted disease surveillance 2019*. <https://www.cdc.gov/std/statistics/2019/default.htm>

Centers for Disease Control and Prevention (CDC). (2021f). *Chlamydia-CDC fact sheet (detailed)*. <https://www.cdc.gov/std/chlamydia/stdfact-chlamydia-detailed.htm>

Centers for Disease Control and Prevention (CDC). (2021g). *Widespread person-to-person outbreaks of hepatitis A across the United States*. <https://www.cdc.gov/hepatitis/outbreaks/2017March-HepatitisA.htm>

Chawla, N., & Sarkar, S. (2019). Defining “high risk sexual behavior” in context of substance use. *Journal of Psychosexual Health*. 1(1), pp. 26-31. <https://doi.org/10.1177/2631831818822015>

Cicero, T. J., Ellis, M. S., Surratt, H. L., & Kurtz, S. P. (2014). The changing face of heroin use in the United States: a retrospective analysis of the past 50 years. *JAMA psychiatry*, 71(7), 821-826

Esbjornsson, J., Jansson, M., Jespersen, S., Mansson, F., Hønge, B., Lindman, J...& Wesje, C. (2019). HIV-2 as a model to identify a functional HIV cure. *AIDS Research and Therapy*. 16:24. <https://doi.org/10.1186/s12981-019-0239-x>

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

Grossman, S., & Porth, C. (2013). *Porth's pathophysiology: Concepts of altered health states*. Philadelphia: Lippincott Williams & Wilkins.

Hepatitis B Foundation. (2018). *Approved drugs for adults*. <http://www.hepb.org/treatment-and-management/treatment/approved-drugs-for-adults/>

Ho, S. B., Bräu, N., Cheung, R., Liu, L., Sanchez, C., Sklar, M., ... & Huynh, L. (2015). Integrated care increases treatment and improves outcomes of patients with chronic hepatitis C virus infection and psychiatric illness or substance abuse. *Clinical Gastroenterology and Hepatology*, 13(11), 2005-2014.

Kenedi, C., Collier, S., Samaranayake, C., & Sapsford, T. (2017). Evaluating the Risk of Sexually Transmitted Infections in Mentally Ill Patients: Recommend Screening for High-Risk Patients; Consider Adverse Effects of STI Treatment. *Current Psychiatry*, 16(1).

LeFevre, M. L. (2014). Behavioral counseling interventions to prevent sexually transmitted infections: US Preventive Services Task Force recommendation statement. *Annals of internal medicine*, 161(12), 894-901.

National Institute on Alcohol Abuse and Alcoholism Alcohol Research: Current Reviews editorial staff. (2018). *Drinking patterns and their definitions*. *Alcohol Research: Current Reviews*, 39(1). <https://arcr.niaaa.nih.gov/binge-drinking-predictors-patterns-and-consequences/drinking-patterns-and-their-definitions>

National Institutes of Health HIV info. (2020a). *HIV/AIDS: The basics*. <https://hivinfo.nih.gov/understanding-hiv/fact-sheets/hivaids-basics>

National Institutes of Health HIV info. (2020b). *The stages of HIV infection*. <https://hivinfo.nih.gov/understanding-hiv/fact-sheets/stages-hiv-infection>

Office of Disease Prevention and Health Promotion (ODPHP). (2020). *Healthy people 2020: Access to health services*. <https://www.healthypeople.gov/2020/topics-objectives/topic/Access-to-Health-Services>

Office of Infectious Disease and HIV/AIDS Policy (OIDP). (2021). *HIV National Strategic Plan (2021-2025)*. <https://www.hiv.gov/federal-response/hiv-national-strategic-plan/hiv-plan-2021-2025>

Priester, A., M., Browne, T., Iachini, A., Clone, S., DeHart, D., & Seay, K. D. (2016). Treatment Access Barriers and Disparities Among Individuals with Co-occurring Mental Health and Substance Use Disorders: An Integrative Literature Review. *Journal of Substance Abuse Treatment*, 61, 47–59. <http://doi.org/10.1016/j.jsat.2015.09.006>

Prochaska, J. O., & DiClemente, C. C. (1986). Toward a comprehensive model of change. In *Treating addictive behaviors* (pp. 3-27). Springer, Boston, MA.

Rehm, J., Probst, C., Shield, K. D., & Shuper, P. A. (2017). Does alcohol use have a causal effect on HIV incidence and disease progression? A review of the literature and a modeling strategy for quantifying the effect. *Population health metrics*, 15(1), 4.

# Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

Roberts, N. P., Roberts, P. A., Jones, N., & Bisson, J. I. (2015). Psychological interventions for post-traumatic stress disorder and comorbid substance use disorder: A systematic review and meta-analysis. *Clinical psychology review, 38*, 25-38.

Stahl, S. M. (2013). *Stahl's essential psychopharmacology: Neuroscientific basis and practical applications*. Cambridge: Cambridge University Press.

Substance Abuse and Mental Health Services Administration-HRSA Center for Integrated Health Solutions. (2014). *Supporting clients sexual health: A provider action brief*. <https://www.bhwellness.org/fact-sheets-reports/Sexual-Health-Provider-Action-Brief.pdf>

Substance Abuse and Mental Health Services Administration. (2020). Key substance use and mental health indicators in the United States: Results from the 2019 National Survey on Drug Use and Health (HHS Publication No PEP20-07-01-001., NSDUH Series H-55). Rockville, MD: Center for Behavioral Health Statistics and Quality.

Tatarsky, A. (Ed.). (2007). *Harm reduction psychotherapy: A new treatment for drug and alcohol problems*. Jason Aronson

US Department of Health and Human Services (HHS). (2014). *HIV Clinical Quality Management Guide*. <https://hab.hrsa.gov/sites/default/files/hab/clinical-quality-management/2014guide.pdf>

US Department of Health and Human Services (HHS) Panel on Antiretroviral Guidelines for Adults and Adolescents. *Guidelines for the use of antiretroviral agents in adults and adolescents with HIV*. (2021). <https://clinicalinfo.hiv.gov/en/guidelines/adult-and-adolescent-arv/whats-new-guidelines>

Venkatesan, P. (2021). Preliminary phase 1 results from an HIV vaccine candidate trial. *The Lancet Microbe, 2* (3) e95. [https://doi.org/10.1016/S2666-5247\(21\)00042-2](https://doi.org/10.1016/S2666-5247(21)00042-2)

World Health Organization. (2016). *Consolidated guidelines on the use of antiretroviral drugs for treating and preventing HIV infection: recommendations for a public health approach*. World Health Organization. [http://apps.who.int/iris/bitstream/handle/10665/208825/9789241549684\\_eng.pdf?sequence=1](http://apps.who.int/iris/bitstream/handle/10665/208825/9789241549684_eng.pdf?sequence=1)

World Health Organization. (2018). *Zika virus*. <https://www.who.int/news-room/fact-sheets/detail/zika-virus>

## Exam and BrainSparks

CE (Y)	BS (Y)	LO #	Q #	Question
	Y	1	1	What best describes one of the proposed high risk sexual behaviors that increases the risk of transmitting or acquiring an STI?
			a	Having sex every day
			b	Having sex with an injection drug user
			c	Having sex using sex aids
			d	Having sex more than once a day
	Y	3	2	What statement best describes the most important reason to be as close to

## Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

				100% adherent to taking antiretroviral drugs for HIV?
			a	Your doctor will be upset with you when they find out you are not taking them correctly.
			b	Antiretroviral drugs can be addictive, so you have to take them only as prescribed.
			c	If you take antiretroviral drugs sporadically, then you will experience withdrawal symptoms within a few hours of missing your dose.
			d	You can develop resistance to antiretroviral drugs, causing them to not work as well.
	Y	2	3	What is an example of medication aimed at preventing further risky opioid use?
			a	Methadone
			b	Acamprosate
			c	Penicillin
			d	Doxycycline
	Y	3	4	What best describes a common treatment for HIV?
			a	Surgery
			b	Antiretroviral drugs
			c	Antibiotics
			d	Hormone replacement therapy
	Y	3	5	What best describes a strategy used to determine a client's readiness for change?
			a	Risk reduction counseling
			b	Sexual risk assessment
			c	Motivational interviewing
			d	Mental health assessment
	Y		6	You are counseling a client for depression, posttraumatic stress disorder, and heroin use disorder. They tell you they are not ready to quit using heroin. Which option most aligns with this level of readiness?
			a	Discussing strategies for avoiding sharing injection drug equipment
			b	Insisting that the client go through detox
			c	Telling them you are going to fill out referral for a methadone clinic
			d	Explaining that they can make another appointment for counseling once they decide to quit.
			7	True or False: There are no safe limits of alcohol use in pregnant women.
			a	True
			b	False
			c	
			d	
			8	Which of the following describes a situation where the person would be at

## Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

				high risk of HIV transmission?
			a	An HIV+ mother delivers a baby vaginally
			b	Hugging a person with HIV
			c	Eating food off of the plate of someone with HIV
			d	Someone with HIV sneezing near you
			9	Prescription opioid users who misuse their medication sometimes transition to this drug because of lower cost and increased availability.
			a	Methamphetamine
			b	Heroin
			c	Ecstasy
			d	Cocaine
			10	Which of the following techniques is used in Motivational Interviewing?
			a	Making interpretations about how childhood relationship dynamics may be impacting the client currently
			b	Confronting the client's resistance head on to reduce treatment drop out
			c	Reflective listening to help clients verbalize what they mean explicitly
			d	Emphasizing the counselor's expertise by highlighting the reasons the client should change their behaviors
			11	Which disease is originally transmitted by a mosquito bite?
			a	Human immunodeficiency virus
			b	Zika virus
			c	Chlamydia
			d	Syphilis
			12	Which of these symptoms is one of the tuberculosis symptoms screened for when using the WHO tuberculosis screening questions?
			a	Insomnia
			b	Headache
			c	Heartburn
			d	Cough
			13	Besides CD4 cell count, which of the following is the most predictive indicator of HIV progression to AIDS and death?
			a	Nonadherence to ARV medication
			b	Frequency of ongoing substance use
			c	Presence of a mental health diagnosis
			d	Comorbid diagnosis of chronic HCV
			14	Which of the following statements about co-occurring HIV and alcohol use disorders is MOST accurate?
			a	It is not ideal but ongoing alcohol use does not impact ARV treatment outcomes because those medications are not metabolized by the liver.

## Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

		b	It is associated with CD4 declines, increased viral loads, and compromised immune system functioning, leading to worse ARV treatment outcomes.
		c	It is not recommended that individuals with alcohol use disorder take ARV medications due to the high potential of toxic interactions.
		d	It is important that providers first treat the person's alcohol use disorder and attempt to treat their HIV status only after a period of at least 6 months of sobriety.
		15	Which term best describes the stage of change when a client is considering making a change, but has not yet committed to do what is necessary for the change to occur?
		a	Precontemplation
		b	Action
		c	Contemplation
		d	Maintenance
		16	True or False: Mental health and substance use disorders increase the potential for high risk sexual behaviors, which in turn increases the risk of acquiring or transmitting an STI.
		a	True
		b	False
		c	
		d	
		17	What statement best describes hepatitis?
		a	Inflammation of the skin
		b	Inflammation of the lungs
		c	Inflammation of the genitals
		d	Inflammation of the liver
		18	Which of the following individuals is the most likely to require screening for HCV, according to the recommendations of the CDC?
		a	Someone born in the 1950s
		b	A person who smokes marijuana
		c	An injection drug user
		d	A heavy alcohol user
		19	True or False: When HCV and HBV occur together, the disease course may be accelerated.
		a	True
		b	False
		c	
		d	
		20	Which is the most common STI among adults in the U.S.?

## Substance Use and Risk of HIV, Hepatitis, and Other Infectious Diseases

			a	Human papillomavirus (HPV)
			b	Chlamydia
			c	Gonorrhea
			d	Syphilis

## **Bloodborne Pathogens and the Use of Standard Precautions**

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### Section 2: Transmission of Pathogens

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HIV

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Review

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Review

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Linens, Laundry, and Housekeeping

Review

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# Bloodborne Pathogens and the Use of Standard Precautions

## Section 1: Introduction

### About This Course

Healthcare workers are at risk for exposure to bloodborne pathogens. This course discusses how pathogens are spread. It also discusses the use of standard precautions and the importance of infection control.

The goal of this course is to educate administrators and general staff in all healthcare settings on standard precautions.

### Learning Objectives

After taking this course, you should be able to:

- Define the common modes of transmission of pathogens.
- Explain the importance of infection control.
- Discuss the recommendations for respiratory hygiene and cough etiquette.
- Identify at least three bloodborne pathogens.

## Section 2: Transmission of Pathogens

### Meet Kyle

Kyle works at Southwinds in the food services department. Today, during lunch, Kyle was working in the dining room. In addition to making sure that everyone had what they needed, Kyle was taking care of the garbage and clearing tables. Noticing that the garbage was full, Kyle put on a pair of gloves. He put his hand on the top of the garbage and pushed down to make room.

“I’ll take the garbage out in a bit,” he thought. “Lunch is almost over.”

Kyle felt a sharp pain in the palm of his hand. He pulled his hand out and saw that he was bleeding. Taking a closer look at the garbage on top, Kyle could see the tip of a needle poking up. Reaching into the garbage, he picked up the needle.

Kyle sometimes helped his uncle with his insulin injections and recognized the needle as an insulin syringe. Kyle recalled occasionally seeing nurses administering insulin in the dining room before, though he didn’t think they were supposed to.

“I’m not sure what to do,” Kyle thought. “I know it’s dangerous to get poked by a dirty needle, but I have to finish my shift and everything’s probably okay. It’s just an insulin needle.”

### What Do You Think?

What steps do you think Kyle should take?

- Remove his gloves and wash his hands.**  
Feedback [Kyle should immediately remove his gloves and wash his hands.]
- Notify a supervisor about the incident.**  
Feedback [Kyle should immediately notify a supervisor about the injury.]
- Put the needle back into the garbage.  
Feedback [Putting the needle back into the garbage puts other people at risk.]
- Clock out of work and go home.  
Feedback [There are better steps that Kyle should take.]

What would you do if this happened to you? When you are exposed to someone else’s blood or body fluids, there are several important steps to take. These steps protect you and the other people that your organization

# Bloodborne Pathogens and the Use of Standard Precautions

provides care for.

## Definition of Standard Precautions

In 1992, the Occupational Safety and Health Administration, or OSHA, created standards to protect against the health risks associated with exposure to bloodborne pathogens and other potentially infectious materials.

The Bloodborne Pathogen Rule created measures to protect workers against health hazards related to bloodborne pathogens. It is one of the most important work safety regulations for healthcare staff. The Bloodborne Pathogen Rule and the Centers for Disease Control and Prevention's standard precautions work together to reduce the threat of exposure to bloodborne pathogens and other potentially infectious materials.

Standard precautions are required infection control practices. They are used to prevent the spread of diseases that can be acquired through contact with:

- Blood
- Body fluids, such as saliva
- Non-intact skin, such as a rash
- Mucous membranes, such as the eyes or nose

Standard precautions should be used at all times during care for every person. They are the basic level of precautions. They treat every person as if they are potentially infectious. Following standard precautions helps protect you and the people in your care from infection and disease.

## Review

True or False: Standard precautions only apply to people who are showing signs of illness or infection.

A. True

Feedback [Standard precautions apply to everyone all of the time. They treat every person as if they may be infectious.]

B. **False**

Feedback [Standard precautions apply to everyone all of the time. They treat every person as if they may be infectious.]

## Pathogens

A pathogen is an organism that causes disease in a host. For example, if you get the flu, then you are the host. The pathogen is the virus that caused the flu.

Pathogens can be found everywhere. They are on surfaces like countertops, in the soil or the air, and in blood. Pathogens include:

- Viruses such as COVID-19, influenza, and norovirus.
- Bacteria such as streptococcus and C. difficile.
- Fungi such as candida.
- Protozoa such as toxoplasma.
- Worms such as enterobiasis or pinworm.

## Kyle

Kyle was poked by an insulin needle in the garbage. He was injured because the needle broke his skin. He was also potentially exposed to pathogens. Standard precautions would have protected against sharps injuries and spreading pathogens.

## Bloodborne Pathogens

A bloodborne pathogen is a type of pathogen that is spread specifically through contact with blood and other

# Bloodborne Pathogens and the Use of Standard Precautions

potentially infectious materials, or OPIMs, including:

- Blood products
- Body parts
- Semen
- Vaginal secretions
- Birth fluids
- Body fluids such as spinal fluid

Healthcare workers are at risk for exposure to bloodborne pathogens, including:

- Hepatitis B virus, or HBV
- Hepatitis C virus, or HCV
- Human immunodeficiency virus, or HIV

## Hepatitis B

Hepatitis B is a liver disease caused by the virus known as HBV. It is a life-threatening bloodborne pathogen. It is a major risk to employees in jobs where there is exposure to blood and OPIM. The hepatitis B virus can cause serious liver damage and death.

Symptoms include:

- Jaundice
- Fever
- Nausea
- Abdominal pain

Hepatitis B increases the risks of:

- Developing a chronic infection
- Dying from cirrhosis
- Dying from liver cancer

The chance of becoming infected with hepatitis B from a sharps injury is between 6% and 30% (Centers for Disease Control and Prevention [CDC], 2019). The good news is that hepatitis B can be prevented with a vaccination.

Licensed in the U.S. in 1986, the HBV vaccine is safe and effective. It is usually given in three doses over a six-month period (CDC, 2021a). Although having the vaccine does not eliminate the need for standard precautions, it does provide protection from HBV if you do have an exposure. Many employers provide this immunization to their workers free of charge.

## Hepatitis C

Hepatitis C is a liver disease caused by the hepatitis C virus, or HCV. It is the most common chronic bloodborne infection in the U.S. Most people do not have any symptoms. They are not aware that they are infected and can infect others. They are also at risk for chronic liver disease or other HCV-related chronic diseases.

Acute hepatitis C virus infection occurs 1 to 3 months after exposure and lasts up to 3 months. It is usually not diagnosed because it rarely causes symptoms. Symptoms can include:

- Jaundice
- Nausea
- Fatigue
- Fever

# Bloodborne Pathogens and the Use of Standard Precautions

- Muscle aches

Less than half of the people with acute hepatitis C clear the virus from their systems (CDC, 2020). Others go on to develop chronic hepatitis C. The virus stays in the person's body and can lead to cirrhosis or liver cancer. There is no vaccination for hepatitis C. Both acute and chronic hepatitis can be treated with antiviral medications.

## HIV

HIV stands for human immunodeficiency virus. It is the virus that can lead to acquired immunodeficiency syndrome, or AIDS. Unlike some viruses, the human body is not able to get rid of HIV completely. Even with treatment, the virus remains in the bloodstream for life. This means that it can be transmitted from person to person for life.

Symptoms typically appear 2 to 4 weeks after infection and may last for several weeks (CDC, 2022b). Symptoms include:

- Sore throat
- Fever
- Rash
- Swollen lymph nodes
- Fatigue

The two stages of HIV are the acute stage and the chronic stage. Acute HIV infection, or stage one, is when people are very contagious and they may have flu-like symptoms. With chronic HIV infection, or stage two, people may not have any symptoms. However, they can still transmit the virus.

Without treatment, HIV can progress to AIDS. Without treatment, the average person with AIDS lives about 1 to 2 years (HIV.gov, 2021). With treatment, people with HIV have the same life expectancy as those who are HIV-negative. Treatment for HIV consists of antiretroviral therapy. There is currently no vaccination for HIV. Scientists are working on ways to prevent HIV, including vaccination (HIV.gov, 2022).

## Myths and Facts

There are many myths about how HIV is spread. The fact is that HIV can be detected in several fluids and tissues of a person with HIV. However, only specific fluids from an HIV-infected person can transmit HIV.

These specific fluids include:

- Blood
- Semen
- Vaginal secretions
- Breast milk

To transmit HIV, these fluids must come in contact with a mucus membrane or damaged tissue. Transmission can occur if the fluids are directly injected into the bloodstream such as by sharing needles. It is more common to transmit HIV through anal or vaginal sex.

It is important to know that HIV is not spread by:

- Sharing items like toilets or dishes
- Insects, including mosquitoes
- Saliva, tears, or sweat
- Shaking hands
- Closed mouth or "social" kissing

# Bloodborne Pathogens and the Use of Standard Precautions

## Who Is at Risk?

Kyle, the food service employee at Southwinds, was poked by a used needle that was in the garbage. Knowing what you now know about bloodborne pathogens, you know that Kyle has potentially been exposed to HIV as well as hepatitis B and C.

The truth is that everyone is at risk for exposure to a bloodborne pathogen and for becoming infected. As Kyle's example shows, you do not have to be in a role that provides direct care to be at risk. An exposure may happen through needlesticks and other sharps-related injuries. It can also happen through everyday activities such as:

- Housekeeping and laundry
- Assisting someone with eating
- Maintenance and food service

Anytime you come in contact with another person's blood and body fluids, you risk exposure.

## Transmission

Healthcare workers can be exposed to bloodborne pathogens in two ways. They are exposed if they are injured by a sharp object, such as a needle. They are also exposed if the blood or OPIM touches a mucous membrane or open wound. Mucous membranes are the moist openings on a person's body, such as the:

- Mouth
- Eyes
- Nose
- Ears
- Vagina
- Rectum

Exposure that results from the performance of an employee's duties is called occupational exposure.

## Review

How are healthcare workers exposed to bloodborne pathogens and other potentially infectious materials, or OPIM?

A. **When blood splashes in the eyes and nose**

Feedback [Blood splashing into your eyes or nose exposes you to bloodborne pathogens. If the infected blood or OPIM touches a mucous membrane or open wound, it is an exposure.]

B. **When the skin is punctured by a used needle.**

Feedback [A puncture from a used needle exposes you to bloodborne pathogens. If the infected blood or OPIM touches a mucous membrane or open wound, it is an exposure.]

C. **When blood comes in contact with intact skin.**

Feedback [Blood coming into contact with intact skin does not expose you to bloodborne pathogens.]

D. **When a person's hand touches your hand.**

Feedback [A person's hand touching your hand does not expose you to bloodborne pathogens.]

## Summary

Pathogens are found in blood and body fluids. They are easily transmitted in healthcare environments. Exposure occurs through sharps injuries and when pathogens come in contact with mucous membranes or open wounds. Standard precautions protect against exposure to bloodborne pathogens and OPIM. All healthcare workers are at risk for exposure to hepatitis B and C as well as HIV.

# Bloodborne Pathogens and the Use of Standard Precautions

## Section 3: Protecting Against Exposure

### Revisiting Kyle

Kyle removed the needle from the garbage and wondered what he should do with it. He didn't want anyone else to get stabbed by the needle. Looking around, he tried to find the person who may have put the needle in the garbage. The dining room was emptying and he just wasn't sure.

#### What Do You Think?

What do you think Kyle should do with the needle?

- A. Kyle should put the needle back in the garbage.  
Feedback [The garbage is not the best place for a needle.]
- B. Kyle should find a caregiver and give them the needle.  
Feedback [Giving a caregiver the needle is not the best step for Kyle to take.]
- C. Kyle should find a cap, put it on the needle, and throw the capped needle away.  
Feedback [It is not a good idea for Kyle to recap the needle and throw it away.]
- D. **Kyle should put the needle in a sharps container.**  
Feedback [A sharps container is the approved place for used needles and all sharps.]

### Kyle

Kyle finds a red plastic container hanging on the wall near the garbage bin. The label on the container is written in black and says sharps container. Kyle puts the needle in the sharps container. He then removes his gloves and puts them in the garbage. He washes his hands and puts on a new pair of gloves. Kyle then returns to work and clears dishes in the dining room.

#### What Do You Think?

What do you think Kyle did correctly?

- A. Kyle stayed focused and went back to work.  
Feedback [Kyle missed a step by going back to work.]
- B. **Kyle placed the needle in a sharps container.**  
Feedback [Putting the needle in a sharps container was the right step to take.]
- C. **Kyle washed his hands with soap and water.**  
Feedback [Washing his hands with soap and water was the right step to take.]
- D. Kyle cleared the dishes in the dining room.  
Feedback [Kyle missed a step when he went back to work.]

Kyle actually missed an important step. What step do you think he missed?

- A. Kyle should have put on some clean gloves.  
Feedback [Putting on clean gloves is not the step that Kyle missed.]
- B. Kyle should have clocked out and gone home.  
Feedback [Clocking out and going home isn't the step that Kyle missed.]
- C. **Kyle should have reported the injury.**  
Feedback [Kyle should have reported the injury to his supervisor before returning to work.]
- D. Kyle should have found the owner of the needle.  
Feedback [Finding the owner of the needle is not the step that Kyle missed.]

While Kyle did several things correctly, he should have reported the injury. Reporting any potential exposure accomplishes some important goals. First, by reporting the injury, Kyle's employer can take steps to protect his health. Second, Kyle's employer can investigate to see why the exposure happened. They can educate staff and residents on the proper use of sharps containers for disposing of needles. They can prevent this type of injury from happening again.

# Bloodborne Pathogens and the Use of Standard Precautions

## Preventing Exposure

Preventing exposure is the core goal of standard precautions. Knowing and understanding standard precautions when dealing with bloodborne pathogens is extremely important. Never assume anyone is free of a bloodborne pathogen. Use the proper precautions in every situation. Use a barrier, such as gloves, between your skin and the blood or body fluids of another person.

Immediately and thoroughly wash all of your skin surfaces if you accidentally get anyone else's blood or body fluids on yourself. For example, if someone sneezes in your face, you'll want to immediately wash your face. The mucous membranes on your face put you at risk for infection from a person's sneeze droplets.

Wash your hands both before and after giving care. Do not touch your eyes, nose, or mouth during or after giving care. Do not touch any materials with your bare hands that were used for first aid or wound care. Always use gloves or a barrier in all clean-up operations.

## Tara

Tara works in a skilled nursing facility. During dinner, one of the residents has a skin tear and is bleeding. Another person is throwing up, and yet another has diarrhea. Are these situations dangerous for Tara?

It is important to note that Tara is not able to know who carries a bloodborne pathogen, as many people carry infections without any visible symptoms. The best practice is to assume that if it is wet and it comes from a person's body, it is infectious.

## Exposure Control Plan

All organizations with employees who have the potential to be exposed to blood or other potentially infectious materials have an exposure control plan (Bloodborne Pathogen Standard, 2023). This written plan includes:

- How to protect against exposure, such as:
  - Signage
  - Vaccination
  - Personal protective equipment, or PPE
  - Sharps containers
  - Training
  - Procedures
- How to know if you have been exposed.
- What to do if you have been exposed.
- How to document exposure.

Your organization's plan is reviewed and updated every year. Review your organization's plan to make sure you understand the policies and procedures.

## Infection Control Practices

Infection control practices are the steps that a healthcare worker takes to prevent and stop the spread of infection. There are several types of precautions to take. The type of precautions you take depends on the situation. Standard precautions, as discussed, are taken all the time. Other types of precautions include:

- Droplet
- Contact
- Airborne

Two former infection control practices, universal precautions and body substance isolation, were combined to become standard precautions.

Standard precautions include:

# Bloodborne Pathogens and the Use of Standard Precautions

- Hand hygiene
- Personal protective equipment
- Cough etiquette
- Sharps safety
- Safe injection practices
- Environmental cleaning and disinfectant
- Textiles and laundry care
- Sterile instruments and devices

Standard precautions also include where a person is placed in a facility. For example, a person with the flu would be placed in isolation precautions. They would be in a room by themselves or with others who also have the flu. Anyone who entered the room would wear the required PPE. This step helps to prevent spreading the flu virus.

## Hand Hygiene

Hand hygiene is the most important practice to prevent the spread of pathogens and diseases. Hand hygiene includes both handwashing and using hand sanitizer.

### Washing Hands

Wash your hands before providing care to prevent the transfer of germs to another person. Then wash your hands after providing care to prevent the person's germs from being transferred back to you.

Also, wash your hands:

- Before and after you begin work
- Before and after physical contact with anyone
- After handling contaminated items, such as bedpans, dressings, or urinary drainage bags
- After removing gloves
- After using the toilet, blowing your nose, or covering a sneeze
- Whenever your hands become visibly dirty
- Before eating, drinking, or handling food
- After removing PPE

The Centers for Disease Control and Prevention (2021b) recommends the following handwashing steps:

1. Wet your hands with clean, running warm or cold water and apply soap.
2. Lather your hands by rubbing them together with the soap.
3. Lather the backs of your hands, between your fingers, and under your nails.
4. Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
5. Rinse your hands well under clean, running water.
6. Dry your hands using a clean towel or air dry them.

You can use the paper towel as a barrier between your clean hand and the faucet when you turn the water off.

### Hand Sanitizer

When washing your hands is not practical, using an alcohol-based hand rub is an acceptable alternative. The hand sanitizer should contain at least 60% alcohol. You can look on the label to find this information. The only exception is when your hands are visibly dirty. These rubs are less drying to the skin than soap and water and do provide protection against the spread of infection.

If you are using an alcohol-based hand rub, you will still need to wash your hands periodically.

# Bloodborne Pathogens and the Use of Standard Precautions

The steps to use hand sanitizer include:

1. Apply a quarter-sized amount of sanitizer to the palm of one hand.
2. Vigorously rub your hands together.
3. Scrub all of the surfaces of your hands and fingers until your hands are dry. This should take about 20 seconds.

Make sure that you use enough hand sanitizer to cover all of the surfaces of your hands. You need to sanitize the top, bottom, fingers, around fingertips and fingernails, and up your wrists.

The CDC (2021b) recommends the use of alcohol-based hand sanitizers as the primary method for hand hygiene in most healthcare situations.

## Review

Using the proper handwashing technique, how long should the hands be rubbed together vigorously?

A. **At least 20 seconds**

Feedback [The Centers for Disease Control and Prevention recommends brisk handwashing with soap and water for at least 20 seconds.]

B. At least 5 seconds

Feedback [Five seconds is not the Centers for Disease Control and Prevention's recommended handwashing time.]

C. At least 5 minutes

Feedback [Five minutes is not the Centers for Disease Control and Prevention's recommended handwashing time.]

D. At least 30 seconds

Feedback [30 seconds is not the Centers for Disease Control and Prevention's recommended handwashing time.]

## Personal Protective Equipment

PPE provides a barrier to prevent blood or other infectious materials from coming into contact with your:

- Skin
- Eyes
- Nose
- Mouth

When used correctly, PPE reduces the risk of being exposed to pathogens. PPE includes:

- Gloves
- Gown
- Goggles or face shield
- Face mask or respirator

Your employer will provide PPE to you at no charge to keep you and the people you care for safe. Your employer also must train you to use PPE properly. Use PPE whenever it is expected that you will be exposed to infectious material.

Each situation will dictate the type of PPE required for safety and protection. Refer to your organization's policies and procedures for the type of PPE to use and also for the safe removal of PPE after use.

## General Guidelines for The Use of PPE

There are times when you want to make sure to wear the right PPE.

# Bloodborne Pathogens and the Use of Standard Precautions

## Gloves

Gloves need to fit and be appropriate for the task at hand. Wear gloves whenever you will be handling any body fluids or blood. Wear gloves when you may come into contact with clothing, linens, or other materials that may have been in contact with body fluids. This includes personal items such as toothbrushes.

Try on a pair of gloves to see what size you will need. They should be easily removable. When providing care, you may need to change your gloves several times. Always perform hand hygiene before and after putting on gloves. If you are wearing a gown and gloves, make sure that the gloves cover the wrist of the gown. No skin or clothing should show between the gloves and the gown.

## Gowns

Gowns are often used to protect your skin or prevent contamination of your clothing if you expect to come in contact with another person's body fluids. You must remove the gown and gloves before leaving a person's room. Never reuse paper gowns. Always dispose of gowns in the proper receptacle.

## Mask or Respirator

A face mask is necessary when splashes or sprays of blood or OPIM pose a threat to the nose or mouth. There are different types of masks, including respirators, which are used to protect against airborne particles. Make sure the mask or respirator fits snugly and that there are no gaps where particles may enter.

## Goggles or Face Shield

Goggles are necessary when splashes or sprays of blood or OPIM pose a threat to the eyes. A face shield may also be worn instead of goggles to protect the eyes.

## Shoe Covers

In some instances, shoe covers may be worn. They will protect your shoes from coming into contact with blood and body fluids. Remove shoe covers before leaving a room and dispose of them in the proper receptacle.

## Putting PPE On

This is the order to follow when donning PPE (CDC, n.d.):

1. Gown
2. Mask or respirator
3. Goggles or face shield
4. Gloves

## Removing PPE

This is the order to follow when removing PPE:

1. Gloves
2. Goggles or face shield
3. Gown
4. Mask or respirator

Remove all PPE in the person's room except a mask or respirator. Always wash your hands before putting PPE on and after you remove it.

## Review

True or False: Always put your gloves on first when donning personal protective equipment, or PPE, and take them off last.

A. True

Feedback [You do not put your gloves on first when donning personal protective equipment, or PPE. When removing PPE, you do not take off gloves last.]

B. False

Feedback [You put your gloves on last when donning personal protective equipment, or PPE. When

# Bloodborne Pathogens and the Use of Standard Precautions

removing PPE, gloves are removed first.]

## Sharps

Sharps are the greatest risk of contamination to healthcare workers. Knowing how to safely use and dispose of sharps is essential. Sharps include:

- Needles
- Syringes
- Lancets
- Autoinjectors
- Infusion sets
- Connection needles

Non-medical sharps include:

- Knives in food preparation areas
- Broken glass
- Razors
- Safety pins

## Using Sharps

Contaminated sharps should not be recapped or removed from devices. Disposable sharps should not be reused. These are all potential contamination devices if they are not used correctly.

Although you may not provide care related to injections, an infection can be transmitted by broken glass or other sharp materials, including razors. Be aware of other sharp objects that could cut or puncture you. Handle all sharp objects with care and caution.

## Sharps Disposal

All contaminated sharps should be placed in an approved sharps container as soon as possible after use. Throughout your facility, you will find sharps containers. These are containers designed specifically to dispose of all sharps. They are made from puncture-proof plastic or metal. Sharps containers are typically red plastic boxes with a clear label on the side.

They should always be located close to the immediate area where the sharps are used. Never reach into a sharps container.

## Review

You find two syringes with needles attached to them in the employee restroom. What should you do?

- A. Throw them in the garbage.  
Feedback [The garbage is not the correct place for needles.]
- B. Save them to show your supervisor.  
Feedback [It is not safe to save the needles to show to your supervisor.]
- C. Find caps to put on them.  
Feedback [You should not recap the needles.]
- D. **Place them in an approved sharps container.**  
Feedback [Always place needles and sharps in an approved sharps container.]

## Cough Etiquette

Cough etiquette protects against spreading pathogens when you cough or sneeze. Always cover your mouth and nose with a tissue when you cough or sneeze. If you do not have a tissue, cough or sneeze into the bend of your elbow. Avoid coughing into your hands or the air. After you cough or sneeze, throw your tissue away

# Bloodborne Pathogens and the Use of Standard Precautions

and perform hand hygiene.

It is also a great idea to place tissues, trash cans, and hand sanitizer in all public areas. This will help make sure that everyone has an opportunity to practice cough etiquette.

## Controls

Controls are practices that reduce or eliminate the possibility of infection. There are different types of controls that your organization may put into place. They include work practice controls and engineering controls.

### Work Practice Controls

Work practice controls are practices that reduce or eliminate the possibility of exposure by changing the way a task is performed. Examples include specific steps to properly:

- Handle contaminated sharps.
- Dispose of contaminated sharps.
- Handle specimens.
- Manage laundry.
- Clean and decontaminate surfaces and items.

### Engineering Controls

Engineering controls are devices that isolate or remove bloodborne pathogen-related hazards from the workplace, including:

- Sharps disposal containers
- Self-sheathing needles
- Needleless systems
- Needles with hinged safety caps

These are devices that isolate or remove the bloodborne pathogens hazard from the workplace. In addition to training on how to use controls, your employer will use labels and signs to communicate hazards.

Examples of signage include warning labels on:

- Containers of regulated waste.
- Containers of contaminated reusable sharps.
- Refrigerators and freezers containing blood or other potentially infectious materials.
- Containers used to store or transport blood or other potentially infectious materials.
- Contaminated equipment that is being shipped or serviced.
- Bags or containers of contaminated laundry.

Some organizations may use red bags or red containers instead of labels. Any medical supplies that may have come in contact with blood or OPIM should be discarded into a red biohazard bag. Medical supplies include supplies that have touched or absorbed blood and other body fluids that may contain blood such as used:

- Gloves
- Wipes
- Bandages

## Clean and Safe Space

It is everyone's job to maintain a safe and clean environment. All contaminated work surfaces should be sanitized per your organization's policy. Clean up blood or OPIM spills as soon as possible. Wash your hands and any areas that may have been exposed to blood or OPIM.

Bins, buckets, and cans should be decontaminated regularly and whenever visibly contaminated with blood or

# Bloodborne Pathogens and the Use of Standard Precautions

potentially infectious materials. If glassware breaks and is contaminated, do not clean it up with your hands. Use a broom or brush and a dustpan. Use protective barriers to cover equipment or surfaces. Remove them and dispose of them per your organization's policy.

## Linens, Laundry, and Housekeeping

It is important to handle textiles, such as towels, laundry and bedding, and clothing, as well as personal hygiene materials, carefully. Proper removal and bagging of soiled laundry and textiles will help prevent exposure to potentially infectious materials. Contaminated or potentially contaminated laundry should be handled as little as possible. It must be placed in bags or containers that are labeled or color-coded appropriately.

In addition, employees must wear gloves when handling laundry. If the laundry is sent out for cleaning, it should be placed in a properly labeled bag to provide protection for external laundry workers. All employees required to handle contaminated laundry should be fully trained on the appropriate methods of infection control and standard precautions.

Dressings, gauze, cotton rolls, gloves, and masks that are contaminated should be sealed and disposed of according to state and/or federal regulations. Solid waste that is contaminated with blood or other body fluids should be placed in leakproof bags.

Contaminated solid waste should be sealed and disposed of according to state and/or federal regulations. Waste contaminated by a person known to be infected with a communicable disease should be sealed and disposed of according to state and/or federal regulations. Be sure to check with your supervisor about the correct procedures for handling contaminated waste.

## Review

You enter a room that has blood on the floor. What should you use to protect against bloodborne pathogen exposure?

A. **Gloves**

Feedback [Gloves reduce contact with bloodborne pathogens.]

B. Respirator

Feedback [There is no need for a respirator in this situation.]

C. **Red biohazard disposal bag**

Feedback [Items that have contacted blood should be disposed of in a biohazard disposal bag.]

D. Sharps disposal container

Feedback [There is no need for a sharps container in this situation.]

## Accidental Exposure

Even when best practices are used, it is still possible to be exposed. This can be frightening and stressful. Following protocols and good safety practices reduces the harm from exposure. Exposure incidents usually include:

- Blood and body fluid exposure.
- Contaminated needle or sharp object puncture or laceration.
- Splashing blood or body fluids onto the mucous membranes of the mouth, nose, or eyes.
- Blood or body fluids on cut, chapped, or abraded skin surfaces.

What if you are exposed? If you are exposed to needlesticks or have a sharps injury or were exposed to blood or other body fluid during your work, immediately follow these steps:

- Wash all needlesticks and cut areas with soap and water.
- Flush splashes to the nose, mouth, or skin with water.
- Irrigate eyes with clean water, saline, or sterile irrigation fluids for at least 15 minutes.

# Bloodborne Pathogens and the Use of Standard Precautions

Employers are required by OSHA law to maintain a log of any injuries with contaminated sharps. If you have an injury of this sort, immediately report it to your supervisor.

Any exposure needs to be reported to your supervisor right away. Reporting right away is important because it allows your employer to take the steps needed to protect you from infection. It also helps prevent any infection from spreading to others. Immediate reporting also prompts an investigation so your employer can help prevent this type of exposure from happening again.

## After Reporting – Employer Responsibilities

After you report an exposure, your employer will take steps to assist and protect you. They will provide immediate medical attention, which may include testing and treatment for any risk of infection. If you know the source of your exposure, then your employer may know if they are positive for HBV, HCV, or HIV. They may also ask the person to consent to a blood test.

OSHA requires your employer to provide you with an immediate confidential medical evaluation and follow-up (Bloodborne Pathogen Standard, 2023). This evaluation and follow-up must be made available at no cost to you. It must also be:

- Provided at a reasonable time and place.
- Performed by or under the supervision of a licensed physician or other licensed healthcare professional.
- Provided according to the recommendations of the U.S. Public Health Service.

In addition, laboratory tests must be conducted by an accredited laboratory and also must be at no cost to you. If you accept the post-exposure evaluation and follow-up, you may consent to have your blood drawn to determine a baseline infection status. You do have the option to withhold consent for HIV testing at that time.

Post-exposure prophylaxis for HIV, HBV, and HCV, when medically indicated, must be offered to you according to the current recommendations of the U.S. Public Health Service. Remember that there is a vaccination for hepatitis B. If you have not received this vaccination, you are entitled to receive it at your employer's expense. Your medical insurance may also cover this cost. After a person has been exposed to HBV, vaccination, given as soon as possible but preferably within 24 hours, can effectively prevent infection (CDC, 2022a). There is currently no vaccine for hepatitis C, although there is treatment.

## Kyle Moves Forward

After clearing dishes from lunchtime, Kyle's hand still hurt. The needle had pierced his skin more than he thought and it was still bleeding. He went to his manager and reported what happened. Kyle's manager was upset that Kyle didn't report the incident right away but they were supportive. They asked him some questions so that the incident could be investigated. Kyle did have his hepatitis A and B vaccinations but they also discussed other potential health risks. Kyle made an appointment for a medical evaluation and they discussed the next steps.

After an exposure incident, what should Kyle receive?

- A. A medical evaluation and appropriate counseling**  
Feedback [Kyle should have a medical evaluation and appropriate counseling. His employer should provide this for free.]
- B. A medical evaluation and one day of paid time off work.  
Feedback [Kyle's employer is not required to provide a paid day off work.]
- C. A hazard paycheck and appropriate counseling.  
Feedback [Kyle's employer is not required to provide a hazard paycheck.]
- D. Appropriate counseling and one day of paid time off work  
Feedback [Kyle's employer is not required to provide a paid day off work.]

When should Kyle have reported his injury and exposure incident?

# Bloodborne Pathogens and the Use of Standard Precautions

## A. Immediately

Feedback [An exposure incident must be reported immediately so that the proper steps can be taken and proper care provided.]

## B. Within 3 hours

Feedback [This is too long to wait to report Kyle's injury and exposure incident.]

## C. Within 12 hours

Feedback [This is too long to wait to report Kyle's injury and exposure incident.]

## D. Within 24 hours

Feedback [This is too long to wait to report Kyle's injury and exposure incident.]

## Summary

All organizations have an exposure control plan. This plan outlines how to prevent accidental exposure. It also discusses what to do when there is an accidental exposure. The use and disposal of sharps are part of an exposure control plan. Hand hygiene, PPE, and cough etiquette are all effective infection control practices.

## Section 5: Conclusion

### Course Summary

Now that you have finished viewing the course content, you should have learned the following:

- The common modes of transmission of pathogens
- The importance of infection control
- The recommendations for respiratory hygiene and cough etiquette
- At least three bloodborne pathogens

### Course Contributor

**The content for this course was revised by Annette Brownlee RN, BSN.**

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### References

Bloodborne Pathogen Standard, 29 C.F.R. § 1910.1030 (2023).

Burks, J.W. (2021). REL-PAC-0-UBBPAT. Understanding bloodborne pathogens. Relias module

Centers for Disease Control and Prevention. (n.d.). *PPE sequence*. <https://www.cdc.gov/hai/pdfs/ppe/PPE-Sequence.pdf>

Centers for Disease Control and Prevention. (2019). *Stop sticks campaign*. <https://www.cdc.gov/nora/councils/hcsa/stopsticks/bloodborne.html>

Centers for Disease Control and Prevention. (2020). *Hepatitis C questions and answers for the public*. <https://www.cdc.gov/hepatitis/hcv/cfaq.htm#>

Centers for Disease Control and Prevention. (2021a). *Hepatitis B*. <https://www.cdc.gov/vaccines/pubs/pinkbook/hepb.html#>

Centers for Disease Control and Prevention. (2021b). *Hand hygiene in healthcare settings*. <https://www.cdc.gov/handhygiene/providers/index.html>

# Bloodborne Pathogens and the Use of Standard Precautions

Centers for Disease Control and Prevention. (2022a). *Hepatitis B questions and answers for health professionals*. <https://www.cdc.gov/hepatitis/hbv/hbvfaq.htm#>

Centers for Disease Control and Prevention. (2022b). *About HIV*. <https://www.cdc.gov/hiv/basics/whatishiv.html>

HIV.gov. (2021). *Aging with HIV*. <https://www.hiv.gov/hiv-basics/living-well-with-hiv/taking-care-of-yourself/aging-with-hiv/>

HIV.gov. (2022). *HIV Vaccines*. <https://www.hiv.gov/hiv-basics/hiv-prevention/potential-future-options/hiv-vaccines/>

## Exam and BrainSparks

Q #	Question	Response
1	What is the BEST definition of bloodborne pathogens?	Germs that are carried through the blood and other body fluids
		Diseases that are spread only by sharing needles.
		Viruses that are spread only by sexual contact.
		Germs that are transmitted only by coughing or sneezing.
2	What is the BEST definition of standard precautions?	Restrictions for caring for older adults.
		Required practices to protect from spreading bloodborne pathogens.
		Age and health requirements for care professionals.
		Restrictions for handling people who are ill.
3	True or False: Hand hygiene is the single best defense against the spread of disease.	True
		False
4	You see a resident sneeze into their hands several times. What is the next best step?	Instruct them to perform hand hygiene right away.
		Give them a tissue for the next time they sneeze.
		Report it to a nurse; they may have a cold.
		Ask them if they would like something to eat.
5	What bloodborne pathogen can be prevented with vaccination?	Hepatitis B virus (HBV)
		Hepatitis C virus (HCV)
		Hepatitis E virus (HEV)
		Human immunodeficiency virus (HIV)
6	What action can potentially spread the human immunodeficiency virus (HIV)?	Touching glass that has blood on it without gloves.
		Giving someone a goodnight kiss on the cheek.
		Assisting a person with eating and drinking.
		Using the toilet after another person without sanitizing it.
7	What personal protective equipment (PPE) should be worn when splashes or sprays of blood or other potentially infectious material (OPIM) pose a threat to the nose or mouth?	Gloves
		Gown
		Mask
		Shoe covers
8	You find some bandages and wound care materials on the floor. They have blood and body fluids on them. What is your FIRST step?	Put the contaminated items in the garbage.

# Bloodborne Pathogens and the Use of Standard Precautions

		Put the contaminated items in a biohazard bag.
		Put on a pair of gloves.
		Tell the family to pick up the garbage.
9	Scotty is helping Norman shave. During the shaving process, Norman's skin is scraped and begins to bleed in a few places. Scotty is not wearing gloves and has a large cut on his finger. Immediately after washing his hands with soap and water, what should Scotty do?	Wash Norman's face with soap and water.
		Report the exposure incident to a supervisor.
		Put lotion on Norman's face.
		Tell Norman to get an electric razor.
10	True or False: The Centers for Disease Control and Prevention (CDC) recommends the use of alcohol-based hand sanitizers as the primary method for hand hygiene in most healthcare situations.	True
		False
11	What is considered a bloodborne pathogen exposure incident	Sharing a hairbrush with another person
		Sharing a razor with another person
		Shaking hands with another person
		Hugging another person
12	A person performs their own finger stick blood glucose check and asks you to help them to dispose of the used lancet, which is sharp. What steps should you take to protect yourself from bloodborne pathogen exposure?	Put on gloves.
		Put on a face mask
		Put on goggles
		Put on a gown
13	What step should you take after you remove your gloves?	Perform hand hygiene right away
		Put them directly in the sharps container
		Put them in your pocket for later use
		Move on to your next task or responsibility
14	When are standard precautions used?	With everyone all of the time.
		With people who have an active infection.
		With guests and visitors to a facility
		With people you think may be infected
15	True or False: You should wear gloves when handling laundry and soiled linens.	True
		False

Foundations Inpatient LLC

7131 Rutherford Rd.

Windsor Mill, MD 21244

RE: Incoming Referral Agreement

To whom it may concern,

The purpose of this document is to formalize the relationship between Foundations Inpatient and Truhealing Hagerstown Inpatient (3.5 residential). This cooperative and reciprocal arrangement will expedite referral, admission and discharge of clients, allowing both agencies to serve clients better.

In accordance with COMAR 10.24.14.05 (j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Foundations Inpatient will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j,k). This agreement is intended to establish referrals for gray areas and indigent consumers.

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

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

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

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon 20 days' written notice to the other party.

  
TruHealing Hagerstown Inpatient

Director of Admissions

10/10/24  
Date

Staci Decker

Foundations Inpatient

10/10/24  
Date



October 2, 2024

Baltimore Detox Center LLC  
Att: Baruch Rabhan  
7131 Rutherford Road  
Windsor Mill, MD 21244

Re: Viability of Proposal for Maryland Health Care Commission

Dear Mr. Rabhan,

I have been engaged to review and update the status of Baltimore Detox Center, LLC ("BDC") and Amatus Health, LLC and subsidiaries ("AH") financial viability.

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

- Amatus Health LLC
- Amatus Recovery Centers LLC
- Awakenings Recovery Center LLC
- Awakenings Recovery Center LLC DBA Awakenings at Funkstown LLC
- Bonfire Behavioral Health
- Bonfire Behavioral Health, LLC DBA New Hampshire Detox
- Foundations Recovery Center LLC
- Midwest Detox Center LLC
- Midwest Recovery Center LLC
- Ohio Detox
- Ohio Treatment Center
- Pax Riverbend LLC
- Valor Recovery Center of Youngstown LLC

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

- 5-year projections for Foundations Inpatient
- Projected revenue and expenses, including statement of assumptions included within Foundations Inpatient application
- Review of the construction expenses
- Information pertaining to Foundations Inpatient current credit facility and capacity

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

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

Sincerely,



Jeff Cohen, CPA (License #CA039051L)



Attn: CON Application Department  
Maryland Health Care Connection  
4160 Patterson Ave  
Baltimore, MD 21215

RE: Certificate of Need Application: Foundations Inpatient LLC

I, LaWanda Stone, am aware that Foundations Inpatient, LLC is seeking a certificate of need to establish a new Alcohol and Substance Abuse Intermediate Care Facility for the treatment of Alcohol and Substance Abuse located at 7131 Rutherford Rd, Windsor Mill, MD 21244, Baltimore County, MD. I, LaWanda Stone, am aware that the facility will serve adult clients in Central Maryland and surrounding counties. Namastone Yoga is in support of this facility.

Best Regards,

*LaWanda Stone*

LaWanda Stone

Namastone Yoga



October 16, 2024

CON Application Department  
Maryland Health Care Connection  
4160 Patterson Ave  
Baltimore, MD 21215

RE: Certificate of Need Application: Foundations Inpatient LLC

This correspondence comes to you to express our support of a needed service in our community. The leadership of A Helping Hand has been informed that Foundations Inpatient, LLC is seeking a certificate of need to establish a new Alcohol and Substance Abuse Intermediate Care Facility for the treatment of Alcohol and Substance Abuse located at 7131 Rutherford Rd, Windsor Mill, MD 21244, Baltimore County, MD. A Helping Hand knows that the facility will serve adult clients in Central Maryland and surrounding counties. As a behavioral health community provider ourselves, we recognize the need for this level of care and are in support of this endeavor.

Respectfully,

Dawn James, PhD©, MSW, LCSW-C, LCADC  
Chief Operating Officer  
A Helping Hand & Genesis Treatment Services

<b><u>Table Number</u></b>	<b><u>Table Title</u></b>	<b><u>Instructions</u></b>
<b>Table A</b>	<b>Physical Bed Capacity Before and After Project</b>	All applicants whose project impacts any nursing unit, regardless of project type or scope, must complete Table A.
<b>Table B</b>	<b>Project Budget</b>	All applicants, regardless of project type or scope, must complete Table B.
<b>Table C</b>	<b>Statistical Projections - Entire Facility</b>	Existing facility applicants must complete Table C. All applicants who complete this table must also complete Table D.
<b>Table D</b>	<b>Revenues &amp; Expenses, Uninflated - Entire Facility</b>	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.
<b>Table E</b>	<b>Statistical Projections - New Facility or Service</b>	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.
<b>Table F</b>	<b>Revenues &amp; Expenses, Uninflated - New Facility or Service</b>	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.
<b>Table G</b>	<b>Work Force Information</b>	All applicants, regardless of project type or scope, must complete Table G.

**TABLE A. PHYSICAL BED CAPACITY BEFORE AND AFTER PROJECT**

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

Before the Project						After Project Completion					
Service Location (Floor/Wing)	Current Licensed Beds	Based on Physical Capacity				Service Location (Floor/Wing)		Based on Physical Capacity			
		Room Count			Bed Count			Room Count			Bed Count
		Private	Semi-Private	Total Rooms	Physical Capacity			4 Bed	4 plus	Total Rooms	Physical Capacity
<b>III.7 AND III.7D</b>						<b>III.7 AND III.7D</b>					
				0	0	Female Wing		8	0	8	25
				0	0	Male Wing		13	0	13	50
				0	0					0	0
				0	0					0	0
				0	0					0	0
<b>Subtotal III.7 AND III.7D</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>Subtotal III.7 and III.7 D</b>		<b>21</b>	<b>0</b>	<b>21</b>	<b>75</b>
<b>RESIDENTIAL</b>						<b>RESIDENTIAL</b>					
				0	0						
				0	#VALUE!						
<b>Subtotal Residential</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#VALUE!</b>	<b>Subtotal Residential</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#VALUE!</b>	<b>TOTAL</b>		<b>21</b>	<b>0</b>	<b>21</b>	<b>75</b>
<i>Other (Specify/add rows as needed)</i>				0	0	<i>Other (Specify/add rows as needed)</i>				0	0
<b>TOTAL OTHER</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>TOTAL NON-ACUTE</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FACILITY TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#VALUE!</b>	<b>FACILITY TOTAL</b>		<b>21</b>	<b>0</b>	<b>21</b>	<b>75</b>



**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*

	III.7 and III.7D	RESIDENTIAL	TOTAL
<b>A. USE OF FUNDS</b>			
<b>1. CAPITAL COSTS</b>			
<b>a. New Construction</b>			
(1) Building			\$0
(2) Fixed Equipment			\$0
(3) Site and Infrastructure			\$0
(4) Architect/Engineering Fees			\$0
(5) Permits (Building, Utilities, Etc.)			\$0
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>b. Renovations</b>			
(1) Building			\$0
(2) Fixed Equipment (not included in construction)			\$0
(3) Architect/Engineering Fees			\$0
(4) Permits (Building, Utilities, Etc.)			\$0
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>c. Other Capital Costs</b>			
(1) Movable Equipment	\$238,630		\$238,630
(2) Contingency Allowance			\$0
(3) Gross interest during construction period			\$0
(4) Other (Specify/add rows if needed)			\$0
<b>SUBTOTAL</b>	<b>\$238,630</b>	<b>\$0</b>	<b>\$238,630</b>
<b>TOTAL CURRENT CAPITAL COSTS</b>	<b>\$238,630</b>	<b>\$0</b>	<b>\$238,630</b>
<b>d. Land Purchase</b>			
<b>e. Inflation Allowance</b>			\$0
<b>TOTAL CAPITAL COSTS</b>	<b>\$238,630</b>	<b>\$0</b>	<b>\$238,630</b>
<b>2. Financing Cost and Other Cash Requirements</b>			
a. Loan Placement Fees			\$0
b. Bond Discount			\$0
c. CON Application Assistance			
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
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3. Working Capital Startup Costs</b>			
<b>TOTAL USES OF FUNDS</b>	<b>\$238,630</b>	<b>\$0</b>	<b>\$238,630</b>
<b>B. Sources of Funds</b>			
1. Cash			\$0
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
<b>7. Grants or Appropriations</b>			
a. Federal			\$0
b. State			\$0
c. Local			\$0
8. Other (Specify/add rows if needed)			\$0
<b>TOTAL SOURCES OF FUNDS</b>			<b>\$0</b>
	III.7 and III.7D	RESIDENTIAL	TOTAL
<b>Annual Lease Costs (if applicable)</b>			
1. Land			\$0
2. Building	\$611,316		\$611,316
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.

Indicate CY or FY	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.						
			CY 2024	CY 2025	CY 2026					
<b>1. DISCHARGES</b>										
a. Residential			0							
b. III.7 and III.7D			750	2,250	2,250					
c. Other (Specify/add rows of needed)			0							
<b>TOTAL DISCHARGES</b>	<b>0</b>	<b>0</b>	<b>750</b>	<b>2,250</b>	<b>2,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. PATIENT DAYS</b>										
a. Residential			0							
b. III.7 and III.7D			22,500	67,500	67,500					
c. Other (Specify/add rows of needed)			0							
<b>TOTAL PATIENT DAYS</b>	<b>0</b>	<b>0</b>	<b>22,500</b>	<b>67,500</b>	<b>67,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. AVERAGE LENGTH OF STAY (patient days divided by discharges)</b>										
a. Residential	#DIV/0!	#DIV/0!	0.0	0.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!		30.0	30.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify/add rows of needed)	#DIV/0!	#DIV/0!	0.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>TOTAL AVERAGE LENGTH OF STAY</b>	#DIV/0!	#DIV/0!	0.0	30.0	30.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>4. NUMBER OF LICENSED BEDS</b>										
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
<b>TOTAL LICENSED BEDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.</b>										
a. Residential	#DIV/0!	#DIV/0!	0.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!	75.0%	100.0%	100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify/add rows of needed)	#DIV/0!	#DIV/0!	0.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>TOTAL OCCUPANCY %</b>	#DIV/0!	#DIV/0!	<b>0.0%</b>	<b>80.0%</b>	<b>80.0%</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>6. OUTPATIENT VISITS</b>										
a. Residential										
b. III.7 and III.7D										
c. Other (Specify/add rows of needed)										
<b>TOTAL OUTPATIENT VISITS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\* 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												
<b>1. REVENUE</b>												
a. Inpatient Services												
b. Outpatient Services												
<b>Gross Patient Service Revenues</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Allowance For Bad Debt												
d. Contractual Allowance												
e. Charity Care												
<b>Net Patient Services Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
f. Other Operating Revenues (Specify/add rows if needed)												
<b>NET OPERATING REVENUE</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2. EXPENSES</b>												
a. Salaries & Wages (including benefits)												
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)												
<b>TOTAL OPERATING EXPENSES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3. INCOME</b>												
<b>a. Income From Operation</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. Non-Operating Income												
<b>SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Income Taxes												
<b>NET INCOME (LOSS)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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										
<b>4. PATIENT MIX</b>										
<b>a. Percent of Total Revenue</b>										
1) Medicare										
2) Medicaid										
3) Blue Cross										
4) Commercial Insurance										
5) Self-pay										
6) Other										
<b>TOTAL</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
<b>b. Percent of Equivalent Inpatient Days</b>										
1) Medicare										
2) Medicaid										
3) Blue Cross										
4) Commercial Insurance										
5) Self-pay										
6) Other										
<b>TOTAL</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

**TABLE E. STATISTICAL PROJECTIONS - NEW FACILITY OR SERVICE**

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

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.						
			CY 2024	CY 2025	CY 2026					
<i>Indicate CY or FY</i>										
<b>1. DISCHARGES</b>										
a. Residential										
b. III.7 and III.7D			750	2,250	2,250					
c. Other (Specify)										
<b>TOTAL DISCHARGES</b>	<b>0</b>	<b>0</b>	<b>750</b>	<b>2,250</b>	<b>2,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. PATIENT DAYS</b>										
a. Residential										
b. III.7 and III.7D			22,500	67,500	67,500					
c. Other (Specify)										
<b>TOTAL PATIENT DAYS</b>	<b>0</b>	<b>0</b>	<b>22,500</b>	<b>67,500</b>	<b>67,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. AVERAGE LENGTH OF STAY (patient days divided by discharges)</b>										
a. Residential	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!	30.0	30.0	30.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>TOTAL AVERAGE LENGTH OF STAY</b>	#DIV/0!	#DIV/0!	30.0	30.0	30.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>4. NUMBER OF LICENSED BEDS</b>										
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify)										
<b>TOTAL LICENSED BEDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.</b>										
a. Residential	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
b. III.7 and III.7D	#DIV/0!	#DIV/0!	75.0%	100.0%	100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
c. Other (Specify)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>TOTAL OCCUPANCY %</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>6. OUTPATIENT VISITS</b>										
a. Residential										
b. III.7 and III.7D										
c. Other (Specify)										
<b>TOTAL OUTPATIENT VISITS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**TABLE F. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE**

*INSTRUCTION* : After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). Table F should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table E 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.

Projected Years (ending at least two years after project completion and full occupancy) Add years, 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				
<b>1. REVENUE</b>							
a. Inpatient Services	\$ 4,141,740	\$ 8,283,480	\$ 8,283,480				
b. Outpatient Services							
<b>Gross Patient Service Revenues</b>	<b>\$ 4,141,740</b>	<b>\$ 8,283,480</b>	<b>\$ 8,283,480</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
c. Allowance For Bad Debt	\$ 184,771	\$ 369,542	\$ 369,542				
d. Contractual Allowance							
e. Charity Care	\$621,261	\$1,242,522	\$1,242,522				
<b>Net Patient Services Revenue</b>	<b>\$ 3,335,708</b>	<b>\$ 6,671,417</b>	<b>\$ 6,671,417</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
f. Other Operating Revenues (Specify)							
<b>NET OPERATING REVENUE</b>	<b>\$ 3,335,708</b>	<b>\$ 6,671,417</b>	<b>\$ 6,671,417</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2. EXPENSES</b>							
a. Salaries & Wages (including benefits)	\$ 1,771,295	\$ 3,444,250	\$ 3,444,250				
b. Client/Clinical Expenses	\$ 318,357	\$ 636,714	\$ 636,714				
c. Administrative Expenses - Supplies	\$ 233,657	\$ 467,313	\$ 467,313				
d. Facility Expenses, rent, taxes, utilities	\$ 581,195	\$ 1,180,730	\$ 1,199,620				
e. Management Fees - Amatus	\$ 510,092	\$ 1,020,185	\$ 1,020,185				
f.							
g.							
h.							
i.							
j.							
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 3,414,595</b>	<b>\$ 6,749,192</b>	<b>\$ 6,768,082</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3. INCOME</b>							
a. Income From Operation	\$ (78,886.75)	\$ (77,775.50)	\$ (96,665.50)	\$ -	\$ -	\$ -	\$ -
b. Non-Operating Income							
<b>SUBTOTAL</b>	<b>\$ (78,886.75)</b>	<b>\$ (77,775.50)</b>	<b>\$ (96,665.50)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
c. Income Taxes							
<b>NET INCOME (LOSS)</b>	<b>\$ (78,886.75)</b>	<b>\$ (77,775.50)</b>	<b>\$ (96,665.50)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4. PATIENT MIX</b>							
<b>a. Percent of Total Revenue</b>							
1) Medicare							
2) Medicaid	80.0%	80.0%	80.0%				
3) Blue Cross	10.0%	10.0%	10.0%				
4) Commercial Insurance	10.0%	10.0%	10.0%				
5) Self-pay							

**TABLE F. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE**

*INSTRUCTION* : After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). Table F should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table E 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.

Projected Years (ending at least two years after project completion and full occupancy) Add years, 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				
6) Other							
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
<b>b. Percent of Equivalent Inpatient Days</b>							
<b>Total MSGA</b>							
1) Medicare							
2) Medicaid	80.0%	80.0%	80.0%				
3) Blue Cross	10.0%	10.0%	10.0%				
4) Commercial Insurance	10.0%	10.0%	10.0%				
5) Self-pay							
6) Other							
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

**TABLE G. WORKFORCE INFORMATION**

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

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) *	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table D, if submitted).	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table D)
<b>1. Regular Employees</b>											
Administration (List general categories, add rows if needed)											
Office Manager	1.0	\$45,000	\$45,000						\$0	1.0	\$45,000
Director of Operations	1.0	\$115,000	\$115,000						\$0	1.0	\$115,000
Clinical Director	1.0	\$115,000	\$115,000						\$0	1.0	\$115,000
Behavioral Health Tech Supervisor	1.0	\$65,000	\$65,000						\$0	1.0	\$65,000
<b>Total Administration</b>			\$0			\$0			\$0	0.0	\$0
Direct Care Staff (List general categories, add rows if needed)											
Medical Director	1.0	\$200,000	\$200,000						\$0	1.0	\$200,000
Director of Nursing	1.0	\$125,000	\$125,000						\$0	1.0	\$125,000
Supervising Nurse	1.0	\$85,000	\$85,000						\$0	1.0	\$85,000
Nurses - RN and LPN	11.0	\$65,000	\$65,000						\$0	11.0	\$715,000
<b>Total Direct Care</b>			\$0			\$0			\$0	0.0	\$0
Support Staff (List general categories, add rows if needed)											
Behavioral Health Tech	17.0	\$40,000	\$40,000			\$0			\$0	17.0	\$680,000
Case Manager	3.0	\$50,000	\$50,000			\$0			\$0	3.0	\$150,000
Therapist	10.0	\$70,000	\$70,000			\$0			\$0	10.0	\$700,000
<b>Total Support</b>			\$0			\$0			\$0	0.0	\$0
<b>REGULAR EMPLOYEES TOTAL</b>			\$0			\$0			\$0	0.0	\$0
<b>2. Contractual Employees</b>											
Administration (List general categories, add rows if needed)											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
<b>Total Administration</b>			\$0			\$0			\$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	0.0	\$0
<b>Total Direct Care Staff</b>			\$0			\$0			\$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	0.0	\$0
<b>Total Support Staff</b>			\$0			\$0			\$0	0.0	\$0
<b>CONTRACTUAL EMPLOYEES TOTAL</b>			\$0			\$0			\$0	0.0	\$0
Benefits (State method of calculating benefits below):											
			\$0			\$0			\$0		\$0
<b>TOTAL COST</b>	<b>0.0</b>		<b>\$0</b>	<b>0.0</b>		<b>\$0</b>	<b>0.0</b>		<b>\$0</b>		<b>\$2,995,000</b>