TO: 
FELLOWSHIP HEALTH RESOURCES, INC. 
25 BLACKSTONE VALLEY PLACE 
LINCOLN, RI 02865

DATE ISSUED: 
FEBRUARY 22, 2012

CURRENT REFERENCE NO: 
234-11

CONTRACT TITLE: 
RESIDENTIAL CRISIS STABILIZATION

PRIOR REFERENCE NO: 
311-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on SEPTEMBER 15, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on FEBRUARY 28, 2013.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 234-11 and the bid of the Contractor, incorporated herein by reference.

The contract documents consist of the terms and conditions of Agreement No. 234-11, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 234-11 (ATTACHED)

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U FOR THE MONTH OF APRIL

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

| VENDOR CONTACT: JOSEPH P. DZIOBEK | VENDOR TEL. NO.: 401-333-3980 |
| EMAIL ADDRESS: jdziobek@fellowshiphr.org | VENDOR FAX. NO.: 401-333-3984 |
| VENDOR PAYMENT TERMS: NET 30 DAYS | TAX IDENTIFICATION NUMBER (EIN/SSN): 050-373-414 |
| COUNTY CONTACT: LYANNE TRUMBULL | COUNTY TEL. NO.: 703-228-5332 |

CONTRACT AUTHORIZATION

[Signature]

DATE: 2/22/12

DISTRIBUTION

[Signature]

DATE: 2/22/12

BID FOLDER: 1
THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Fellowship Health Resources, Inc., 25 Blackstone Valley Place, Suite 300, Lincoln, RI 02865-1163 ("Contractor"), Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. **CONTRACT DOCUMENTS**
The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (HIPAA) and Exhibit C (Nondisclosure and Data Security Agreement ("Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. **SCOPE OF WORK**
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide highly intensive residential Crisis Stabilization Services as set forth in Exhibit A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. **CONTRACT TERM**
The Work shall commence upon execution of this Agreement by the County and Contractor shall provide the services outlined in Exhibit A to the County until February 28, 2016 ("Contract Term").
4. **CONTRACT AMOUNT**

The County will pay the Contractor no more than $546,300 (including a possible performance bonus of up to $25,000 based on meeting certain conditions). The base amount is detailed in Budget & Finances paragraph of Exhibit A. The performance bonus is detailed in the Performance Bonus paragraph of Exhibit A. Payment will only be made in accordance with the terms of the aforementioned paragraphs and for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract Amount shall remain firm for the first twelve (12) months of the Contract Term. Any proposed modifications to the Contract Amount for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the Contract Amount for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in **April** of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the contract anniversary date, the County may terminate the Contract. The Contract price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the remaining Contract Term.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.
8. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

11. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

12. PROJECT STAFF
The County will, throughout the Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.
13. **BACKGROUND CHECK**
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

14. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

15. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.
17. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. **SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information
within seven (7) days of the County's request may result in cancellation of this Contract.

19. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

20. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the
County in its discretion provides for an opportunity to cure and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.
After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. **INDEMNIFICATION**
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. **INTELLECTUAL PROPERTY INDENMIFICATION**
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contractor shall indemnify the County for all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill
its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

25. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.
The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

26. DATA SECURITY
The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit C. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

27. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3103 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is
due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

31. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

32. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

33. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
• Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
• The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

35. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

36. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work
pending a decision of the Project Officer, County Manager, County Board, or a court.

39. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

41. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

42. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

44. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

45. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.
46. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

47. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

48. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

JOSEPH F. DZIOBEK, PRESIDENT  
FELLOWSHIP HEALTH RESOURCES, INC.  
25 BLACKSTONE VALLEY PLACE, SUITE 300  
LINCOLN, RI 02865-1163

**TO THE COUNTY:**

LYANNE TRUMBULL, PROJECT OFFICER  
ARLINGTON COUNTY DEPT. OF HUMAN SERVICES  
RESIDENTIAL COORDINATOR-MENTAL HEALTH SERVICES  
1725 NORTH GEORGE MASON DRIVE  
ARLINGTON VA 22205

AND

RICHARD D. WARREN, JR., PURCHASING AGENT  
ARLINGTON COUNTY, VIRGINIA  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

49. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

50. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise
stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self
insurance resolution to determine the adequacy of the insurance funding.

51. HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §§164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. §§ 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County's Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify County for any and all loss, damages, liability, exposure, or costs resulting therefrom.

52. ADA COMPLIANCE
Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service
animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.

f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, JR., PURCHASING AGENT

DATE: 2/29/12

FELLOWSHIP HEALTH RESOURCES, INC.

AUTHORIZED SIGNATURE:

NAME AND TITLE: JOSEPH F. DZIOBEL

DATE: 2/27/12

TAXPAYER ID: 05-0373414
AGREEMENT NO. 234-10

EXHIBIT A

SCOPE OF SERVICES

HIGHLY INTENSIVE RESIDENTIAL CRISIS STABILIZATION SERVICES

I. PURPOSE/OVERVIEW

The purpose of this Agreement is to provide Highly Intensive Residential Crisis Stabilization Services to individuals residing in the Health Planning Region II ("HPRII"). In order to achieve this purpose, the Contractor shall provide the County with a facility, trained staff, and services fulfilling the requirements of this Scope of Services. The Contractor agrees to perform these services in accordance with the specifications detailed herein.

Unless context clearly indicates otherwise, the terms used in this Agreement shall be interpreted in accordance with guidelines promulgated by the Virginia Department of Behavioral Health and Developmental Services ("DBHDS"), including but not limited to the DBHDS's Core Services Taxonomy.

II. GENERAL REQUIREMENTS

The targeted population for the Highly Intensive Residential Crisis Stabilization Service includes individuals who meet any of the following criteria:

1. Are in mental health crisis or have severe or complex conditions;
2. Other services and supports are insufficient to serve them because of their level of disability, their inability to care for themselves, or their need for a highly structured or secure environment;
3. Are on Temporary Detention Order status.

The Contractor shall provide Highly Intensive Residential Crisis Stabilization Services that meet Virginia DBHDS Licensure Standards for Highly Intensive Residential Crisis Stabilization Services. These services shall be based upon evidence-based, recovery-oriented models, and shall incorporate the following elements:

1. Effective stabilization of individuals referred to the program.
2. Supports and services to individuals 24 hours per day, 365 days per year, including awake overnight supervision.
3. The ability to serve those individuals receiving services with high level of care needs, including those seriously mentally ill individuals with a co-occurring substance abuse (SA) or intellectual or developmental disability (ID/DD) diagnosis. The Contractor and the Arlington County Project Officer will collaborate in the development of appropriate admission criteria.
4. The program design reflects the County's efforts to effectively maximize diversion from hospitalization when appropriate, and to ensure treatment in the least restrictive setting possible for those individuals receiving services who are capable of community crisis stabilization.

5. Partnership with the Project Officer and Emergency Services staff throughout HPRII to identify those opportunities for maximizing diversion from inpatient hospitalization.

6. Facilitation of individual's ongoing connection with both professional and natural supports.

7. Provide each individual admitted to the program with adequate individual treatment and group treatment time.

8. Programming is based on a recovery model that is grounded in person-centered, strengths-based, trauma-informed services, that recognize the value of individual choice, empowerment, and natural supports.

The Highly Intensive Crisis Stabilization Residential Services provided pursuant to this Agreement shall consist of the following:

1. A physical environment that is accessible, safe, and appropriate for individuals served, and accommodates the services offered. Building maintenance and upkeep should occur on a regular basis and meet all applicable regulatory standards.

2. Development of a Person-Centered, Recovery / Wellness-Oriented Individual Service Plan (ISP) with the individual, the individual's Case Manager, and, as appropriate, the individual's family and/or advocate.

3. At a minimum, collaborative service planning shall include the individual's assigned Community Service Board (CSB) Case Manager, in order to maximize the individual's ability to remain connected with his/her existing treatment network. If an individual referred by Arlington County Emergency Services does not have an assigned CSB Case Manager, Arlington's Client Services Entry Transitional Case Manager and/or Emergency Services will provide case management support. Individuals referred by other CSBs in HPRII who do not have assigned case managers within their home CSB will receive case management services per that CSB's entry protocols.

4. The Contractor shall provide ongoing supervision and administration of medications, as well as monitoring of benefits and side effects of medication.

5. For individuals admitted by Arlington County Emergency Services, the Arlington CSB Emergency Services psychiatrist and/or nurse practitioner will be available for psychiatric evaluation, consultation, and medication management as needed in order to ensure continuity of care. The Contractor shall provide nursing support to the Arlington CSB psychiatrist and shall ensure that prescribed medication will be available to the individual upon the psychiatrist's order regardless of time of day.

6. The Contractor shall ensure that individuals receiving services admitted from CSBs within HPRII outside of Arlington have access to appropriate medication without support from Arlington psychiatric staff and contractors.

7. A normalizing environment that provides individuals receiving services with opportunities to participate in a therapeutic, recovery oriented community.
8. Support activities that include, but are not limited to, ongoing assessment of risk and functioning, crisis counseling, medication education, psycho-education, family support and education, and opportunities to learn or enhance social and interpersonal skills, and that support wellness and recovery principles.

9. Policy and procedures that ensure that all individuals admitted to the program have been medically cleared for the program.

10. Regular staff training that includes: the philosophy and methods of residential crisis services; serious mental illnesses and the principles of recovery and wellness; skills in working with individuals receiving services who are dually diagnosed with SMI and either ID/DD or SA; the challenges of an aging population; respecting cultural diversity; interactions with individuals receiving services, their families, and/or advocates; and training in behavior management techniques.

The Emergency Services Program within the Client Services Entry Bureau of the Behavioral Healthcare Division in the Arlington County Department of Human Services will serve as the single point of entry for Arlington individuals receiving services into Crisis Stabilization services procured by this solicitation.

Emergency Services Units of the remaining 4 CSBs in HPRII (City of Alexandria, Fairfax County, Prince William County, and Loudoun County) will serve as entry points for individuals served by their respective CSBs.

Financial and case management responsibility shall remain with the Contractor for any individual admitted to a program by the Contractor without the expressed written approval of the admitting CSB Emergency Services worker. The County shall not pay Contractor for services provided to any individual admitted without the written approval of one of the CSB Emergency Services Units in HPRII.

III. SERVICE REQUIREMENTS

1. At a minimum, the Contractor shall provide a six (6) bed facility, preferably with six separate bedrooms, but no more than 2 persons per room, capable of providing highly intensive crisis stabilization services to approximately ninety (90) adult, mentally ill individuals annually for at least 2190 bed days ("the Facility"). All highly intensive crisis stabilization services outlined in this Agreement shall be performed at the Facility, unless otherwise agreed to by the Project Officer in writing.

Expected length of stay per admission would typically range from five (5) days to a maximum of fifteen (15) days. The targeted utilization rate would be approximately 95%.

2. A unit of service is defined as at least eight (8) but less than or equal to twenty-four (24) hours of service, that includes
an overnight stay (bed day). The day of admission would count as a bed day, but the day of discharge would not.

3. The Contractor shall allow County or CSB representatives physical access to the Contractor's offices as needed during the Contractor's identified business hours, and access to Contractor's facilities, including but not limited to the facility, at any time. County or CSB representatives shall not be required to give prior notice before accessing Contractor's offices or facilities.

4. The Contractor shall provide to the County's Project Officer a copy of the Contractor's Board of Directors meeting minutes within thirty (30) days of those meetings. The Contractor shall also provide agendas for upcoming meetings, when available.

6. Upon termination of this contract by either party, the Contractor shall provide, upon receipt of a written request from the County and with written authorization of the consumer, all consumer-specific records pertaining to services provided to current and former consumers as a result of this contract to any successor-service provider. To protect the interest of consumers, the County will serve as custodian of the records in the event of any interruption of services.

7. The Contractor shall obtain written approval from the County prior to the implementation of any significant changes in treatment models or program philosophy.

8. The Contractor will review, in collaboration with the Behavioral Health Division led Admissions Committee, referrals of new consumers following the discharge or the attrition of a consumer.

9. All residential and support programs shall at a minimum meet all Licensure, Department of Behavioral Health and Developmental Services, and Medicaid standards applicable to their respective programs.

10. The Contractor's program staff shall maintain ongoing communication with the consumer's Case Manager at the Mental Health Bureau.

11. The Contractor shall maintain discharge criteria for all programs. The Contractor shall notify the County Project Officer and the consumer's SAI/Case Manager prior to any discharge plans for consumers. The Contractor shall establish a coordinated discharge plan with consumer involvement, unless clinically contraindicated.

12. The Contractor shall initiate application for all necessary inspections, use permits, etc. in order to have the residential Facility available on a start date determined by the Project Officer. The Contractor shall retain records and reports of health and fire safety inspections in compliance with State and local regulations. Maintenance of the Facility shall be adequate for service delivery. Contractor shall be responsible for snow
and ice removal to ensure safe access to the Facility. The Contractor shall be responsible for parking and the loading/unloading areas of the Facility.

13. The Contractor and the CSB Project Officer will meet at a minimum quarterly to discuss program changes, consumer issues and overall contract compliance.

14. The Contractor shall assure monthly billing for eligible Crisis Stabilization Services reimbursable through Medicaid. The Contractor shall maintain a plan for Medicaid revenues that will be used to offset budgetary needs or to enhance services in a manner agreed to jointly by the Contractor and the Project Officer, and is encouraged to explore alternative methods of supplementing funding for the program.

15. The Contractor shall operate in compliance with the State Performance Contract that has been established between the ACSB and the Virginia Department of Behavioral Health and Developmental Services. A copy of this contract is available for your inspection in the Office of the Purchasing Agent, 2100 Clarendon Blvd., Suite 500, Arlington, Virginia.

16. The Contractor shall provide services for individuals of diverse languages and cultural backgrounds, reflective of the population found in Arlington, and should describe strategies for providing support.

17. Any information, reports, or other material given to, prepared or assembled by the Contractor under this contract shall not be sold or otherwise made available to any individual or organization without prior written approval of the County Purchasing Agent.

18. The Contractor shall secure appropriate furniture, equipment, and supplies, including food, for the facility.

19. The Contractor shall file incident reports with the County Project Officer within 24 hours of any event that occurs on the program property, or involving any individual receiving services through the contract. Incident reporting must follow the guidelines established by DBHDS and Arlington County BHD. The Contractor shall make available to the County, upon request, any data, databases, procedures, or policies related to the program.

20. The Contractor shall participate in meetings with other CSB service providers including community day programs and meetings called by the County or CSB for the purposes of coordination, sharing, and training.

21. The Contractor shall ensure that admission and discharge are consistent with service criteria. If the contractor is unable to continue to provide appropriate services to an individual admitted to the program, the Contractor must make appropriate notification and justification to the Arlington County Project Officer and the case manager at the time of the change in service.
22. The Contractor shall comply with all licensing and Medicaid documentation requirements.

IV. STAFFING REQUIREMENTS
A. The Contractor shall meet the following staffing requirements:
   1. The Contractor shall staff the Facility with a minimum of two (2) staff persons on duty for 24-hours per day, seven days a week, including awake overnight coverage;
   2. The Contractor shall staff the Facility with a nurse practitioner or nurse who will ensure that the medical needs of the individuals receiving services are addressed and who will provide ongoing support to the Arlington CSB psychiatric team. This nurse will also be available for on-call as needed;
   3. The Contractor shall staff the Facility with a Peer Specialist for 20 hours per week.
   4. The Contractor shall provide access to behavioral consultation for those individuals receiving services admitted with behavioral challenges.

The County reserves the right to review the staffing plan on an ongoing basis throughout the life of the contract to ensure adequate and appropriate staffing.

B. The Contractor shall operate a personnel system that includes:
   1. Standards of conduct, professional conduct, employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity, appropriate initial employee orientation, employee-County contract protocol, and on-the-job expenses.

   2. Written, up-to-date job descriptions that exist for all positions and include identified essential functions, explicit responsibilities, and qualification statements expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements. Incumbents of positions that require specific levels of education or training shall have documentation of this education or training contained in the appropriate employee files.

C. The Contractor shall ensure that all staff, who work directly with consumers under this contract, receive training prior to their work with consumers, consistent with licensing regulations, including but not limited to:
   1. Objectives and philosophy of the organization;
   2. Practices of confidentiality;
   3. Practices that ensure consumer rights including orientation to human rights regulations;
   4. Applicable personnel policies;
5. Emergency preparedness procedures; criteria
   Included in this policy should be consistent
   with DBHDS licensure standards;

6. Infection control practices and measures, and
   safety-related monitoring; and

7. Other policies and procedures that apply to
   specific positions and specific duties and
   responsibilities.

8. DBHDS licensure standards regarding smoking.

D. The Contractor shall ensure that all staff who works directly
   with consumers receives training within the first three (3) months of
   employment regarding:

   1. Crisis prevention and intervention;

   2. First aid and CPR training as Appropriate;

   3. Orientation to psychotropic medications
      and side effects;

   4. Knowledge of the community mental health system
      programs and access procedures;

   5. Orientation to psychiatric disorders and treatment
      protocols;

   6. All applicable aspects of program operation necessary
      to the fulfillment of service objectives under terms of
      this Agreement.

E. The Contractor shall provide annual reports of staff training, by
   program, to the County Project Officer and cooperate in
   evaluations of the effectiveness of staff training.

F. The Contractor shall, within the limits of the approved personnel
   budget, obtain consent from the County prior to significant
   changes to individual program staffing, or in program personnel
   job requirements or qualifications.

V. SERVICE EVALUATION

A. The County shall, at its option, evaluate the effectiveness
   of the services provided by the Contractor. The Contractor
   shall cooperate with and assist the County's staff in such
   evaluations.

B. The Contractor shall supply data in response to CSB outcome
   measures by the 10th of each month that will support a
   review of the quality of services that it provides under
   the Agreement. Outcome data to be collected shall include,
but is not limited to, measures demonstrating the return to pre-crisis or higher level of functioning, the increase in diversion from inpatient hospitalization, the reduced length of stay and re-hospitalization in in-patient settings, and the development of appropriate crisis plans for consumers admitted to the program. The specific outcome measure(s) for the fiscal year shall be submitted to the County's Project Officer annually for approval within thirty (30) days of the beginning of each fiscal year during the term of this Agreement. The Contractor shall cooperate with the County in assessing the results of these outcome measures and revising them at the County's option.

Outcome measures shall incorporate, but are not limited to, demonstrating the return to pre-crisis or higher level of functioning, the increase in diversion from inpatient hospitalization, the reduced length of stay and re-hospitalization in in-patient settings, and the development of appropriate crisis plans for consumers admitted to the program. The Contractor shall cooperate with the County in assessing the results of these outcome measures and revising them at the County's option.

C. The Contractor shall participate in the evaluation of jointly developed outcome measures and performance measurement activities; in reviews of financial, reimbursement, procurement, and management operations conducted by the State DBHDS. The Contractor will provide the information and full access to records, including information about consumers, to the extent permitted by law, regulation, and policy, that are necessary for the conduct of such evaluations, activities, and reviews. The Contractor will act on DBHDS recommendations made in these reviews and implement agreed upon recommendations in a timely manner. The Contractor will participate with DBHDS as requested to develop consumer and family satisfaction survey instruments, implement these surveys, and report the results to the Department.

VI. REFERRAL RESOURCES

Referrals would be made predominantly by the Emergency Services Unit of the Arlington CSB, but could also be made by Emergency Services Program from the City of Alexandria CSB, Fairfax/Falls Church CSB, Prince William CSB, or Loudoun CSB. The process for each entity shall be as follows:

FOR REFERRALS FROM ARLINGTON COUNTY DEPARTMENT OF HUMAN SERVICES (DHS)

1. Arlington's Emergency Services Psychiatrist and/or Nurse Practitioner will be available to provide psychiatric evaluation, consultation, and medication management as needed only for those individuals receiving services admitted by Arlington County.
2. The individual’s assigned case manager will continue to provide case management services while the individual is receiving crisis stabilization services, and will be available for consultation and collaboration. For those individuals receiving services who are admitted by Arlington County that have not been receiving CSB services, Arlington’s Client Services Entry Transitional Case Manager and/or Emergency Services will provide case management support.

FOR REFERRALS FROM REGIONAL COMMUNITY SERVICES BOARDS

1. Face-to-face assessment, preauthorization, including a medical clearance, and referral by the CSB’s Emergency Services unit.

2. Case management services for each individual who has an open case with the CSB will continue uninterrupted when the individual is receiving crisis stabilization services. The case manager or discharge planner will contact the Contractor within one business day of admission to schedule treatment planning. If an individual, referred by a the Emergency Services Unit of an CSB Health Planning Region II (other than Arlington) does not have an assigned case manager, the CSB’s Emergency Services staff will work with the Contractor. The Contractor shall provide limited case management to link the individual to appropriate services.

The referring CSB will ensure that discharge planning services for their referred individual receiving service will begin at time of admission to the Crisis Stabilization Program.

3. Referral to the Regional Clinical Response Team for those dually diagnosed Intellectual and Developmental Disabilities/Mental Health individuals receiving services who are behaviorally challenged. This is a regional community support team that provides specialized support and consultation for these individuals.

VII. PROJECT OFFICER:

The Project Officer will monitor all work under this Agreement. The Project Officer or designee will be responsible for monitoring the contract performance, which includes:

1. Ensure that relationship between the Contractor and the ACSB is collaborative and that problem solving efforts remain collaborative.

2. Serve as point of contact for both Contractor and ACSB Emergency Services staff in order to rapidly and effectively resolve problems that may arise.

3. Serve as point of contact for incident reports and informal consumer grievances.

4. Act as contact for extensions beyond approved length of stay.

5. Review and approve Contractor’s budgets, staffing, and program changes.

6. Review utilization of the service, provide technical assistance, and conduct investigation of allegations by consumers of potentially fraudulent and/or abusive activity.

7. Create opportunities for contractor staff to attend case reviews led by the ACSB psychiatrist and staff of the Adult Mental Health
Bureau of the Behavioral Healthcare Division of the Arlington County Department of Human Services.

8. Create opportunities for contractor staff to attend clinical trainings offered by the Mental Health Bureau.

VIII. REPORTING REQUIREMENTS

A. The Contractor agrees to the following reporting requirements and shall submit the reports and work products to the Project Officer and/or the designated County staff (see Table I):

1. Statistical Reports by Program: The Contractor shall provide, on a monthly basis and due to the Project Officer by the sixteenth (16th) day following the month that services were provided, a report which shall provide the following statistics for the Month and the Year to Date:

   a) Number of admissions and discharges;
   b) Number of bed days/hours available;
   c) Number of bed days/hours occupied;
   d) Number of bed days/hours vacant;
   e) Reason(s) for vacancies;
   f) Number of consumer's served, and units of service provided per consumer.

2. Narrative Reports by Program: The Contractor shall complete and submit quarterly narrative reports to the Project Officer by the sixteenth (16th) calendar day of the month after the end of each quarter. The narrative report should be an explanation of the statistical report and provide commentary on the data presented in the statistical report(s). The narrative report(s) shall provide the following information in the following order:

   a) Explanation and analysis of the data presented in the monthly statistical reports;
   b) Analysis of the general types of consumer problems that staff are addressing;
   c) Name of consumers hospitalized during the quarter;
   d) Relationship between the Contractor services and services provided by the Mental Health Center;
   e) Number and description of groups/activities sponsored by the Contractor and the number of consumers attending;
   f) Staff training completed each quarter;
   g) Number of staff vacancies, steps taken to fill vacancies, and new hires;

3. The Contractor shall submit copies of the following by July 15th following the end of the County fiscal year:

   a) Unduplicated number of admissions and discharges;
   b) Results of program specific satisfaction if any surveys initiated by the contractor is performed;
c) Results of individual program outcome measures as determined by the County and the Contractor.

4. Contractor Reports:
   a) Annual Audit within 90 days of the end of the Contractor's fiscal year.
   b) Virginia DBHDS licensure reports (due within five working days of licensure visit) including annual evaluations or any other reports associated with on-site inspections.
   c) Consumer incident reports due to the Project Officer and the consumer's Case Manager within 24 hours of any event that occurs on the program property, or involving any consumer. Incidents include any illegal act by staff or consumers, acts or threats of violence, theft, death, or any accident where injury or potential injury occurred.
   d) Reports of actual or suspected violation of consumer rights, e.g. all referrals made to Adult Protective Services within 24 hours of the incident.
   e) Quarterly Staff Training Report

IX. BUDGET & FINANCES

A. THE CONTRACTOR AGREES TO THE FOLLOWING FUNDING CONDITIONS:

1. The Contractor shall be paid a lump sum for services rendered under this Agreement, to be paid in twelve (12) equal monthly installments of $43,416.67 for each twelve (12) month period upon receipt of invoice. The total maximum regular contract amount for this project is $521,000. The possible $25,000 performance bonus is in addition to this base amount. The Contractor shall provide the County with a monthly report of units of services delivered the previous month in an invoice format acceptable to the County, and with supporting documentation required by the County.

2. The Contractor shall use all funds received under this Agreement solely for services described in the Contract Documents.

3. The County shall reduce the funding level by the amount denied by Federal, State, or local sources in the event of the Contractor's violation of reporting or other requirements. If possible, the Contractor will be notified thirty (30) days in advance of implementation of such funding reductions.

4. In the event that State and/or local funds used to fund the services specified by this Agreement are not available for reasons beyond the control of the County, the County may terminate this Agreement pursuant to sections 10 and/or 21 of this Agreement.
5. In the event of termination of this Agreement, the Contractor shall make an accounting, in writing, of funds expended and funds not expended, and shall return to the County any unexpended balance of State and County funds, excluding termination costs allowed under this Agreement.

6. If the Contractor no longer provides appropriate services as outlined in this Agreement as determined by the County, or if the Contractor's failure to adhere to the admission process as outlined in this Agreement results in extended Program vacancies, the County may reduce payment to the Contractor by the cost of the appropriate units of service.

B. THE CONTRACTOR SHALL MAINTAIN A FINANCIAL SYSTEM THAT INCLUDES:

1. Operation of financial management, procurement, and contracting systems that are consistent with Financial Management Standards for Community Services Boards, Accounts Receivable and Reimbursement Procedures, and Community Services Boards Procurement Procedures Manuals issued by DBHDS.

2. An accounting system which operates in such a way as to provide financial reporting in accordance with Generally Accepted Accounting Principles (GAAP). It will include necessary personnel and financial records and a fixed assets system. It will provide for the practice of fund accounting and will be adaptable to the needs of cost accounting.

3. A system where employees with financial responsibilities are bonded.

4. Federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds shall not be used for inpatient services or mental health residential services, cash payments to consumers, land purchase, construction, permanent improvements (other than minor remodeling), and satisfying requirements for expenditure of non-federal funds or providing financial assistance to any entity other than a public or private non-profit entity.

5. Retention of financial records for a minimum period of five (5) years after the expiration of his Agreement or until the records are audited by the County, whichever occurs first;

6. Maintenance of appropriate records and accounts related to this Agreement, including personnel and financial records and a fixed asset inventory for items valued at more than One Thousand Dollars ($1,000). All expenditures made pursuant to this Agreement shall be properly supported by payroll records, invoices, orders, vouchers, contracts, canceled checks and any other necessary documentation. Financial records shall be maintained in such manner as to report
data to the County if required, on the same fiscal basis as the County for a fiscal year.

C. THE CONTRACTOR AGREES TO THE FOLLOWING FISCAL AND BUDGET REPORTING REQUIREMENTS:

1. An annual audit will be conducted by an independent certified public accountant(s). Copies of the audit and accompanying management letter will be provided in whole to the County no later than November 1 following the end of the fiscal year. The audit must meet standards set by the Virginia Auditor of Public Accounts, applicable federal requirements established for block grant accounting, and other criteria from the DBHDS Financial Management Manual. Deficiencies and exceptions noted in the audit or management letter must be resolved or corrected within a reasonable period of time, mutually agreed-upon by the Contractor and the County.

2. The Contractor shall permit authorized representatives of the County or the State to review all records of the Contractor as may be deemed necessary by them to satisfy audit and other financial purposes as deemed necessary by the County. All accounts of the Contractor are subject to such audit and financial review, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities.

3. The Contractor shall submit financial reports at the request of the County at any time during the period of service covered by this or any preceding Agreements.

4. The Contractor shall submit, upon request, budget documentation applicable to the Agreement in a manner which the County deems appropriate.

5. The Contractor shall provide written notification to the County of existing or proposed subcontracts for services which total, individually or in aggregate for the same service, greater than Ten Thousand Dollars ($10,000) for any fiscal year. Such subcontracts will be subject to the approval of the County.

6. Unless this Agreement is succeeded by another Agreement between the County and the Contractor for essentially the same services, all property acquired with funds provided under this Agreement shall revert to the ownership of the County at the termination, scheduled or otherwise, of this Agreement, regardless of whether such property is titled by the Contractor, or in the possession or control of the Contractor. In any event, all property procured with funds from this Agreement shall be made available to the County within 30 days of termination of this Agreement or any successor Agreement.
D. **THE CONTRACTOR SHALL OPERATE THEIR BUSINESS IN A MANNER THAT MEETS THE FOLLOWING REQUIREMENTS:**

1. The Contractor shall comply with Sections 37.2-504, 37.2-511, 37.2-612, and 20-61 of the Code of Virginia. Contractor’s operation shall be described in organizational charts that identify all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system;

2. The Contractor shall maintain fee collection policies and procedures that are adequate to maximize revenues from consumers and responsible third party payors;

3. The Contractor shall maintain a schedule of charges for all services, and such charges shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services;

4. The Contractor shall operate, subject to approval by the County, in a manner that complies with applicable state and federal regulations that are used to evaluate the ability of each consumer to pay fees for the services he or she receives;

5. The Contractor shall operate in a manner such that that appropriate services will not be denied to eligible individuals solely because of their inability to pay for such services;

6. The Contractor shall maintain records of consumers' program fee assessments and payments for five (5) years after the expiration of this Agreement, and shall make all reasonable efforts to notify responsible persons of their liability in writing prior to destroying such records; and

7. The Contractor shall comply with all applicable laws and regulations.

X. **PERFORMANCE BONUS**

The Contractor may be eligible for a $25,000 bonus, if the Contractor meets or exceeds the standards of performance expected under this contract, and if approved by the County. This bonus is contingent upon the Contractor’s performance and the availability of funds as determined by the County. Among the criteria that may be considered are meeting the reporting obligations, exceeding program outcome targets, achieving specified performance elements and outcomes, attendance and participation in meetings, and responsiveness to requests from the County.
Additionally, the recommendation to award all or part of the bonus will be dependent on the judgment of the Arlington County Community Services Board as represented by the Project Officer. Benchmarks for success will be negotiated and will reflect, in part, documented achievement of some of the performance outcomes established by the County or recommended by the Contractor. These benchmarks will inform, but not necessarily be the sole criterion used by the ACCSB in its deliberation to award or not. Benchmarks will be established during the first 3 months of the Contract during the first full fiscal year of the Contract.

The bonus may be paid in part midyear, but no later than within 30 days of the last day of the first full fiscal year of the Contract. The Contractor will receive a written authorization from the Project Officer to bill the County for a specific bonus amount based upon achievement of performance standards.
### TABLE I

**REPORTING REQUIREMENTS**

<table>
<thead>
<tr>
<th>Report or Designated Product:</th>
<th>Copies Required:</th>
<th>Date Due or Frequency:</th>
<th>Project Officer or Designated County Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Statistical Report</td>
<td>1</td>
<td>Monthly by by the 5th</td>
<td>Project Officer</td>
</tr>
<tr>
<td>B. Individual Consumer</td>
<td>As requested</td>
<td>Quarterly</td>
<td>Project Officer</td>
</tr>
<tr>
<td>Specific Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Qualitative Outcome</td>
<td>3</td>
<td>Annually</td>
<td>X</td>
</tr>
<tr>
<td>Data Report (see §3 under Under reporting requirements)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Contractor's Annual Report</td>
<td>1</td>
<td>Annually</td>
<td>X</td>
</tr>
<tr>
<td>E. Annual Audit</td>
<td>2</td>
<td>Annually</td>
<td>X</td>
</tr>
<tr>
<td>F. Licensure Reports</td>
<td></td>
<td>within 5 days of receipt</td>
<td>X</td>
</tr>
<tr>
<td>G. Consumer Incident Reports</td>
<td>2</td>
<td>Within 24 hrs. of the incident</td>
<td>Project Officer</td>
</tr>
<tr>
<td>&amp;</td>
<td></td>
<td>Next business day</td>
<td>Project Officer</td>
</tr>
<tr>
<td>H. Human Rights Reports</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. Other reports deemed necessary by Project Officer</td>
<td>1</td>
<td>Upon request</td>
<td>X</td>
</tr>
<tr>
<td>M. Citizen Complaints</td>
<td>1</td>
<td>Next business day</td>
<td>Project Officer</td>
</tr>
<tr>
<td>N. Narrative Program Reports</td>
<td>1</td>
<td>Quarterly</td>
<td>Project Officer</td>
</tr>
</tbody>
</table>