NOTICE OF AWARD OF CONTRACT

TO:  FELLOWSHIP HEALTH RESOURCES INC.
     25 BLACKSTONE VALLEY PLACE
     SUITE 300
     LINCOLN, RI 02865-1163

DATE ISSUED:  JULY 2, 2009
CURRENT REFERENCE NO:  256-10-2

CONTRACT TITLE:  INTENSIVE COMMUNITY RESIDENTIAL TREATMENT
PRIOR REFERENCE NO:  169-10-2

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 second year of the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2011.

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

The contract documents consist of the terms and conditions of Agreement No. 169-09-2 including any exhibits, attachments or amendments thereto.

ATTACHMENTS:

AGREEMENT NO.169-09-02 - AMENDMENT NO. 1

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 DZIOBEK  VENDOR TEL. NO.:  401-333-3980
VENDOR PAYMENT TERMS: NET 30 DAYS  VENDOR FAX. NO.:  703-979-5079
TAX IDENTIFICATION NUMBER (EIN/SSN):  050-373-414
COUNTY CONTACT:  LESLIE WEISMAN  COUNTY TEL. NO.:  703-228-4888

CONTRACT AUTHORIZATION DISTRIBUTION

[Signature]
DATE

VENDOR:  1
BID FOLDER:  1
AGENCY:  1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 169-09-2

AMENDMENT NO. 1

NEW REFERENCE NUMBER 256-10-2

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 169-09-2 ("Main Agreement") and made between Fellowship Health Resources, Inc., 25 Blackstone Valley Place, Suite 300, Lincoln, RI 02865-1163 (Contractor), and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

Work under this Agreement shall continue from JULY 1, 2010, in accordance with this Agreement by both parties and shall remain in effect until JUNE 30, 2011, subject to any modifications as provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the Project Officer.

CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

The County will pay the Contractor a base contract amount of $742,932 payable in 12 installments of $61,911.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: /s/ L. W \ L. W \ L. W
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 6/25/10

FELLOWSHIP HEALTH RESOURCES, INC.

AUTHORIZED SIGNATURE: /s/ R. J. R. J. R. J.
NAME AND TITLE: RICHARD V. JOSEPH, CFO
DATE: 6/25/10

Agreement No. 169-09-2
New Reference No. 256-10-2
Intensive Community Residential Treatment
ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201

AGREEMENT NO. 169-09-2

THIS AGREEMENT is made, on the date of execution by the County, between Fellowship Health Resources, Inc., 25 Blackstone Valley Place, Suite 300, Lincoln, Rhode Island 02865-1163 ("Contractor"), a Virginia 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:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work) and Exhibit B (HIPAA Business Associate Agreement). 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. In like manner the terms and conditions of Exhibit A shall prevail over the terms and conditions of Exhibits B.

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 this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

SCOPE OF WORK
The Contractor agrees to perform the Work described in the Contract Documents which consists of Residential Services for the Individuals with Serious Mental Illnesses ("Work"). It shall be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the work as set forth in the Contract Documents. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and acceptance of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. The Project Officer may, in turn, appoint other County staff to serve as primary liaisons to the Contractor for various components of the services to be delivered. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under this Agreement.

PROJECT STAFF
The County will, throughout the life of this Agreement, 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, 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 as well as the Contractor's internal hiring of employees shall be solely the responsibility of the Contractor.

CONTRACT TERM
Work under this Agreement will commence on SEPTEMBER 1, 2009 and will be completed no later than JUNE 30, 2010 ("Initial Contract Term") subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award of Contract, authorize continued operations of the Contractor for not more than six additional twelve (12) month periods from JUNE 30, 2010 to JUNE 30, 2016 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract.

CONTRACT AMOUNT
For the Initial Contract term, the County will pay to the Contractor no more than the total prorated amount of $749,388 and payable to the Contractor as follows:

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

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

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

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.

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 in accordance with the Arlington County Resolution, the employees of whom 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.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

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 project or of the Contractor's services has 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 project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 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 under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.
ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is 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 purchase 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.

LIABILITY
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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

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ACCESSIBILITY OF WEB SITE
If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

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 (HIPAA) of 1996.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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 said Contract.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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. Further, 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.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. 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 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.

**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.

**PATENTS AND ROYALTIES**
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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 un patented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

**CONFIDENTIALITY AND RETURN OF RECORDS**
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "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 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 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 under 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 Agreement.

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

**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 Agreement. 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 Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement 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 Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

**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 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 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 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 the above provisions 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.

**AUDIT**
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its
authorized agents shall have full access to and the right to examine any of
the above documents during this period. If the Contractor wishes to destroy
or dispose of records (including confidential records to which the County
does not have ready access) after the County's audit but 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal 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, 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
solely the responsibility of the Contractor.

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.

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel
and subcontracted personnel 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 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
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 the award.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-W

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The Contract unit price(s) shall remain firm for the first nine (9) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Unadjusted for the twelve (12) month period ending in SEPTEMBER 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) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit 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 ensuing renewal term or terms.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract 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 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.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of
invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County 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 Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR CAUSE
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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 unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.
Except as otherwise directed by the County, 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.

In the event any termination for cause 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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the 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 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 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.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 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.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor’s Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

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

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.

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 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 alternative coverages are submitted to and acceptable to the County.

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.

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

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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

FELLOWSHIP HEALTH RESOURCES, INC.

TAXPAYER ID NUMBER, SN/EIN 05-0373414

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 9/27/09

AUTHORIZED SIGNATURE: [Signature]
NAME AND JOSEPH F. OZIORSKI, PRES/CEO
TITLE: [Title]
DATE: 9/15/09
AGREEMENT NO. 169-09-2

EXHIBIT A

SCOPE OF SERVICES

INTENSIVE COMMUNITY RESIDENTIAL SERVICES

GENERAL INFORMATION

PURPOSE
The Contractor shall provide to the County Intensive Community Residential Services ("ICRS") for eight (8) adults with serious mental illness.

A. HIGHLY INTENSIVE RESIDENTIAL SERVICES

The Contractor shall provide to the County highly intensive residential services for adults with serious mental illness, and fulfill the following objectives of the contract:

1. The Contractor shall provide Highly Intensive Residential Services as defined by the Virginia Department of Behavioral Health and Developmental Services (DBHDS) Core Services Taxonomy on a unit of service basis at the levels described in paragraph 2 below. Highly Intensive Residential Services shall be defined as overnight care provided in conjunction with an intensive treatment program in a setting other than a hospital.

2. The Contractor shall provide 365 units of service per year (defined as "bed days" by the Core Services Taxonomy) for each client to be served, unless otherwise amended. The Contractor shall define a unit of service under the contract as one (1) bed day.

3. The Contractor shall ensure that services provided to each client covered under this Agreement shall be in the least restrictive manner and environment that is appropriate to meet the individual client’s needs as identified by the RUG. If a consumer or a client’s advocate/guardian petitions the County alleging that the service provided is contrary to these expectations, the matter may be appealed to the Arlington Community Services Board (ACSB) Executive Director for resolution. The Contractor shall follow the directions of the resolution of the ACSB Executive Director. The client, however, may further appeal the resolution to the County’s Local Human Rights Committee, and then to the Commonwealth of Virginia Human Rights Committee. The Contractor shall comply with the recommendations of the Human Rights Committee(s). In addition, the Contractor shall ensure that the client or the client’s advocate have been informed of this appeal procedure.

4. The Residential Contractor shall ensure that the ICRT is developed to provide the following services:
a. Residential facilities that, at a minimum, meet state Licensure standards for the "Residential Environment" as contained in the Rules and Regulations for the Licensure of Residential Facilities regardless of whether the program housed in the facility is subject to those standards;

b. Residential facilities that are physically adequate and suitable to meet the needs of the consumers;

c. Case Management as defined by Virginia Medicaid standards (consumers may, in some circumstances, also receive case management from CSB clinicians);

d. Crisis intervention and stabilization (these services can also be accessed through the County Emergency Service and the ACSB crisis stabilization programs);

e. Training in Activities of Daily Living to include: hygiene, personal grooming, meal preparation, and physical health needs;

f. Medication management, vis-à-vis an on-site psychiatrist and Registered Nurse, to include ongoing supervision and administration of medications, as well as monitoring of benefits and side effects of medications;

g. Supportive Counseling;

h. Substance Abuse Services, as needed;

i. Community Integration Activities;

j. Day Support Activities to include: Ongoing assessment of functioning, medication education, psycho-education, opportunities to learn and use independent living skills, opportunities to enhance social and interpersonal skills, family support and/or education, and to provide a normalizing program structure and environment.

k. Access to medications and medical support to include: limited dental services, medications that are not provided by the Community Resource Pharmacy, and medical services for individuals not covered by insurance, Medicaid, or under a Medicaid spend down.

l. The Contractor shall deploy a staff member to the crisis care facility when a client is referred for crisis stabilization and the staffing of the crisis care program does not meet the needs of the client. All reasonable efforts will be made by the Contractor to maximize the client’s potential to remain in the community;
m. The Contractor shall purchase or have access to a vehicle to be used to transport consumers to appointments and activities;

n. Food service for residents. Contractor shall provide for residents three nutritional and appetizing meals daily. The Contractor shall provide nutritional snacks between meals. The Contractor shall encourage residents to participate in the development of menus and meals. The Contractor shall provide all food services in accordance with applicable Arlington County and Commonwealth of Virginia codes for food preparation and service. The Contractor shall provide alternative meals for residents who have religious or dietary restrictions;

o. The minimum staffing level shall provide for a minimum of two (2) staff on duty 24-hours per day, seven days per week with double staffing, as needed during the day, to allow for maximum flexibility in program activities. Because of the risk factors and the level of need of the consumers targeted for this service, the staffing plan shall include provisions for in-house day support staff, nursing staff, a minimum of 8 psychiatric hours per week with on-call back up, and administrative support in addition to the clinical residential counseling staff. The County reserves the right to review and approve the staffing plan prior to the opening of the facility and at any point during the duration of the contract. No significant changes in staffing levels/facility coverage will occur without prior approval from the Contract Manager at the CSB. Staff may be hired for the program without prior approval from Arlington County DHS/Behavioral Healthcare Division.

p. Security, custodial, housekeeping and laundry services shall be provided which will ensure that residential facility is safe, clean, sanitary, well maintained, and appropriate to the needs of the residents. At a minimum, these services shall include a provision for ensuring the security and safety of the residents in care, a method to ensure the cleanliness of all common areas as well as individual consumer bedrooms and bathrooms, and a method to ensure that laundry for the house is washed regularly as well as to facilitate the cleanliness of individual consumer clothing.

5. Services to be provided by the Arlington Community Services Board are as follows:

a. Emergency Services;

b. When appropriate, psychosocial rehabilitation or vocational rehabilitation. In cases of non-Arlington County clients, these services may be coordinated by the jurisdiction of origin;
c. Regional coordination and prioritization of referrals; and

d. Access to Community Resource Pharmacy Medications, when appropriate.

B. GENERAL REQUIREMENTS

1. The Contractor shall make available to the County, upon request, any requested data, procedures, or policies related to programs and services covered by the contract. The Contractor shall provide the County access to the facilities, clients, records, materials, and data arising from the Contract, in a manner that is consistent with legally required client confidentiality and which presents a minimum disruption to program operations.

2. 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 will also provide agendas for upcoming meetings when available.

3. All client-specific records pertaining to services provided to current and former clients as a result of the contract, upon termination of this contract by either party, will be made available to any successor service provider upon formal written request of the County and with written authorization of the client. To protect the interest of the clients, the County will serve as custodian of the records in the event of any interruption of services.

4. The Contractor shall obtain written approval from the County prior to the implementation of any significant changes in treatment models or program philosophy; these issues will also be discussed in a joint forum between the Contracting agency and the CSB.

5. The County via the RUG will provide the Contractor with referrals of new clients following the discharge or the attrition of a client.

6. The Contractor shall deliver intensive residential services to consumers 18 years of age and older who have a serious mental illness which requires a high level of supervision.

7. The ICRT program shall at a minimum meet all Licensure, Department of Social Services and Medicaid standards applicable to their program.

8. The Contractor’s staff will maintain ongoing communication with the consumer’s primary therapist and/or the discharge planner at the client’s home CSB. This may include routine or ad hoc meetings with County staff to review and discuss client program adjustment and ensure continuity of client care.
9. The Contractors shall maintain updated individualized service plans for all consumers receiving services with the appropriate Licensure, Department of Social Services and Medicaid protocol. Service plans should minimally include: an assessment of clients’ strengths and preferences, goals, and objectives of the client, target dates for accomplishment of goals and objectives, estimated length of service and identified staff responsible for treatment coordination.

10. The Contractor will maintain discharge criteria for the ICRT. The Contractor will notify the County Project Officer and the primary therapist from the consumer’s home CSB of any discharge plans for clients. A coordinated discharge plan will be established with client involvement, unless clinically contraindicated.

11. The Contractor shall provide a physical environment in its residential program which is appropriate for the clients served, accommodates the services offered, and is safe and sanitary. Building maintenance and upkeep should occur on a regular basis.

12. The Contractor shall have a plan for identification, monitoring, evaluation, reduction or elimination of risks which may contribute to an unsafe environment.

13. The Contractor and the County Project Officer will communicate regularly by telephone or in person to discuss program changes, client issues and overall contract compliance.

C. POLICY AND PROCEDURES MANUAL

1. The Contractor shall prepare a policy and procedures manual according to guidelines set forth by the DBHDS for a Group Home. At minimum, the Contractor’s policy and procedures manual must contain the following:

   a. Mission Statement: includes goals and objectives for the group home program, an organizational chart and a description of employee responsibilities.

   b. Organization by-laws and proof of licensure.

   c. Admission, retention and discharge policies which should convincingly demonstrate a commitment to supporting people with a diversity of strengths and needs in the least restrictive environment possible for that person.

   d. The philosophy, policy and procedures of the Contractor regarding client rights, responsibilities and informed consent. The Contractor shall develop written policy and procedures to provide clear notification of human rights, independent grievances and appeal mechanisms, impartial hearing officers, and a time limit for conflict resolution.
e. The policy and procedures for medical emergencies.

f. Client orientation procedures to which a client handbook shall be provided as an appendix. The client handbook shall include notification of human rights, notification of grievance procedures, confidentiality standards, as well as general orientation materials.

g. A written policy for meeting potential emergencies and disasters (to include evacuations), such as fire, severe weather and missing persons. The procedure must be communicated to staff and consumers at least annually.

h. The Contractor’s policy and/or procedure regarding incident reporting. The procedure should include information as outlined in the Arlington Community Services Board Incident Reporting policy.

i. The policy and/or procedure of the Contractor regarding the reporting of consumer abuse, neglect or exploitation. This policy shall be in accordance with the client rights referenced in the Arlington CSB human rights policy.

j. The policies and/or procedures of the Contractor regarding service delivery to consumers with communicable diseases, minor medical injuries and medical emergencies. These policies shall include the Contractor’s procedures for infection control and use of universal precautions. It shall be consistent with Occupational Safety and Health Administration’s standards.

D. STAFF TRAINING AND DEVELOPMENT

a. The Contractor shall ensure that all staff covered under this contract are properly trained to perform their job duties. The Contractor shall further ensure that all training requirements for licensing and accreditation bodies, as well as all funding sources are documented. The Contractor shall also have a training plan and provide ongoing training to all staff to include pre-service and in-service training.

b. The Contractor shall provide a staff training program which includes, but is not limited to, the following:

1. Orientation for all new employees to acquaint them with the mission, philosophy, goals, objectives, organization, programs and practices of the contractor and of the county mental health system.
2. In-service training for employees who have not achieved the desired level of competence and opportunities for continuous in-service training.
3. Supervisory and management training for all employees in or candidates for supervisory positions.
4. Training in the interdisciplinary approach as it relates to service delivery to persons with serious and persistent mental illness.
5. Training in first aid, cardiac pulmonary resuscitation and the Heimlich maneuver for all direct care staff.
7. Training in detecting signs of illness or dysfunction that warrant intervention.
8. Training in basic skills required to meet the health and adaptive needs of the individuals served.
10. Training in CSB policies as they relate to Privacy and Confidentiality for release of information.
11. Completed training shall be documented in each employee’s personnel record.

E. ELIGIBILITY AND ADMISSION REQUIREMENTS

a. All clients, male and female, must be 18 years of age or older;

b. Clients must meet criteria for Serious Mental Illness as defined in the paragraph entitled “Client Profile.”

c. Clients who presently reside in a Commonwealth of Virginia state psychiatric hospital;

d. Clients must be a resident of the following Northern Virginia jurisdictions: Arlington, Alexandria, Fairfax, Prince William, or Loudoun Counties or the Cities of Fairfax and Falls Church.

e. Individuals with a serious mental illness according to diagnosis, disability and duration;

f. Clients must be referred by the Regional Utilization Group’s Aftercare Coordinator’s Committee. The committee will consist of a representative from each of the participating Northern Virginia jurisdictions in addition to the director of Social Work from Northern Virginia Mental Health Institute and a representative of the Northern Virginia Regional Projects Office.
F. ADMISSION PROCESS

a. All referrals will be made to the RUG/Aftercare Coordinator’s Committee after notification of a vacancy in the program. Vacancies must be reported within twenty-four hours to the Contract Officer. Eligible consumers will be reviewed and two to three consumers will be presented to the Contractor by the Contract Officer for interview and tour of the program.

b. The Contractor will select the most appropriate consumer for the program in conjunction with the Aftercare Coordinator’s Committee.

c. A physical exam and tuberculosis test results for each referral will be required prior to admission.

d. Clients selected for the ICRT will have at least one week of orientation upon entering the program. Current residents in the facility will be given the opportunity to assist with the orientation of new clients to the program.

G. CONTINUITY OF PLACEMENT

a. In the event that a client living in the group home requires long-term hospitalization (thirty days or more) at a state facility or medical hospital, an extension can be requested every thirty days by the CSB of origin. The extension must be approved by the Aftercare Coordinator’s Committee. In the event that the client cannot return to the program, an alternative client will be discharged from a state hospital to the program through the above described referral and admissions process.

H. STAFFING

1. The Contractor shall operate a personnel system which includes:

   a. Standards of conduct, professional conduct, employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity, appropriate initial employee orientation, and employee-County contract protocol.

   b. 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 which require specific levels of education or training shall have documentation of this educator on or training contained in the appropriate employee personnel folders.

2. The Contractor shall ensure that all staff who work directly with clients covered by this Agreement receive training prior to their work with clients regarding:

   a. objectives and philosophy of the organization;

   b. practices of confidentiality;

   c. practices that assure client rights including orientation to the most up to date human rights regulations;

   d. applicable personnel policies;

   e. emergency preparedness procedures;

   f. infection control practices and measures, and safety-related monitoring; and

   g. other policies and procedures that apply to specific positions and specific duties and responsibilities.

3. The Contractor shall ensure that all staff who work directly with clients covered by this Agreement to receive training within the first three (3) months of employment regarding:

   a. crisis prevention and intervention;

   b. staff responsibilities as they relate to service delivery under the terms of this agreement;

   c. first aid and CPR training as appropriate;

   d. orientation to psychotropic medications and side effects;

   e. knowledge of the community mental health system programs and access procedures;

   f. orientation to psychiatric disorders;

   g. all applicable aspects of program operation necessary to the fulfillment of service objectives under terms of this Agreement;
4. The Contractor shall provide annual reports of staff training to the County Project Officer and cooperate in evaluations of the effectiveness of staff training.

5. 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.