

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
CHRYSALIS HOUSE, INC.

DATE: 5/13/12

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Parking

Exhibit A – Licensed Premises
Exhibit B – Contract

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 13th day of May, 2010, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and CHRYSALIS HOUSE, INC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the improvements and contiguous grounds located at 14705 Avery Road, Rockville, Maryland, 20853 (the "Licensed Premises"), and

WHEREAS, the County through the Department of Health and Human Services provides a continuum of residential and outpatient substance abuse treatment services for adults; and

WHEREAS, the County requires a provider capable of providing these services to ten (10) women and up to ten (10) dependent children at the Licensed Premises:

WHEREAS, the County entered into Contract Number 9648120110-AA with Licensee to provides a continuum of residential and outpatient substance abuse treatment services for adults; and

WHEREAS, the Licensee has agreed to provide such services at the Licensed Premises and the County has agreed to enter into a license at the Licensed Premises for this purpose.

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to the improvements and contiguous grounds, walkways and parking area located at 14705 Avery Road, Rockville, Maryland as cross hatched on **Exhibit A** (the "Licensed Premises"), which is attached to this License and incorporated as if fully set forth, for the exclusive purpose of the Licensee providing a continuum of residential and outpatient substance abuse treatment for ten (10) women and up to ten (10) dependent children described in the Contract attached as **Exhibit B** and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall commence on January 1, 2010 and shall run concurrently with the Contract unless sooner terminated, and will expire automatically upon the termination of the Contract. Notice of any early termination of the Contract shall be given by Licensee to County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Licensee is removed as the provider under the Contract this License shall automatically terminate on the date of termination of the Contract. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 9464, Gaithersburg, Maryland 20898-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used to provide a continuum of residential and outpatient substance abuse treatment for ten (10) women and up to ten (10) dependent children which services are further described in the Contract, attached as Exhibit B (the

"Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes

and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the Licensor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the following:

- i. All repairs in the Licensed Premises costing in excess of Three Hundred Dollars (\$300.00) per repair;
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
- iii. Major structural repairs;
- iv. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;
- v. General maintenance, including but not limited to interior and exterior window cleaning, lawn

maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance. All such services shall be provided and performed at the same level and manner as provided and performed for all Montgomery County serviced properties;

- vi Utilities, including electric, gas, fuel oil and water;
- vii. Trash removal, recycling and pest control;
- viii. Fire extinguisher service and replacements as necessary; and
- ix. Interior painting as needed or as required by the County.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense, the following:

- i. Licensee agrees to pay the first Three Hundred Dollars (\$300.00) in each instance for each and every repair within the Licensed Premises, except those repairs set forth as the County's responsibility in Paragraph 10(A) above.
- ii. All custodial, janitorial and recycling services;
- iii. Telephone service;
- iv. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation;
- v. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County; and

- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

- i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability,

Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee*

iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement.

The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS. Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use of possession of the premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or

equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises

clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County and in the event of an approved change, shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof.

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Contract

K. The Licensee must indemnify, defend and hold the County and the County's other tenants, licensees, agents and employees (together the "Indemnities") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) The Licensee's breach of its obligations under this License; (ii) the acts or negligence of the Licensee, its agents, contractors, and employees in the premises or on the Licensed Premises; and (iii) the use or occupancy of the Licensed Premises, and by the Licensee, its agents, servants, employees and contractors. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Licensee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Licensee's sole cost and expense, the Licensee must defend such action and proceeding by counsel approved by the County.

L. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

M. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

N. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction,

repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for the Permitted Use, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;
- iii. The making of any assignment for the benefit of Licensee's creditors;
- iv. The abandonment of the Licensed Premises by Licensee;

v. any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;

vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and

shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Chrysalis House, Inc.
1570 Crownsville Road
Crownsville, Maryland 21032
Attn: Lorene Lake
Executive Director

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is Edwin H. "Ted" Staples, II, Esq., and the address for receipt of notices and service of process is 125 West Street, 4th Floor, P.O. Box 2289, Annapolis, Maryland, 21401. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Contract. The Licensee shall not make or be

entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

35. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: *Julie White*

By: *Diane Schwartz-Jones*
Diane Schwartz-Jones
Title: Assistant Chief Administrative
Officer 5/13/10

Date:

WITNESS:

LICENSEE:
CHRYSALIS HOUSE, INC.

By: _____

By: *Lorene Lake*
Lorene Lake
Title: Executive Director

Date: 4/22/10

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: *Alvin Thompson*

By: *Cynthia L. Brenneman*
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 4/6/10

Date: 3/23/10

GRINDER PUMP MOTOR, 120V,
1 ϕ , FRACTIONAL HP. (V3)

30A, 1P, S/N, FUSED ACCORDINGLY,
TYPE 3R ENCLOSURE

GRINDER CONTROL PANEL
(IN MOP CLOSET) COORDINATE
WITH EQUIPMENT

14705 Avery Rd.

VIA CONTACTOR

A-23

WP

E-4

A-25

VIA CONTACTOR

SEL

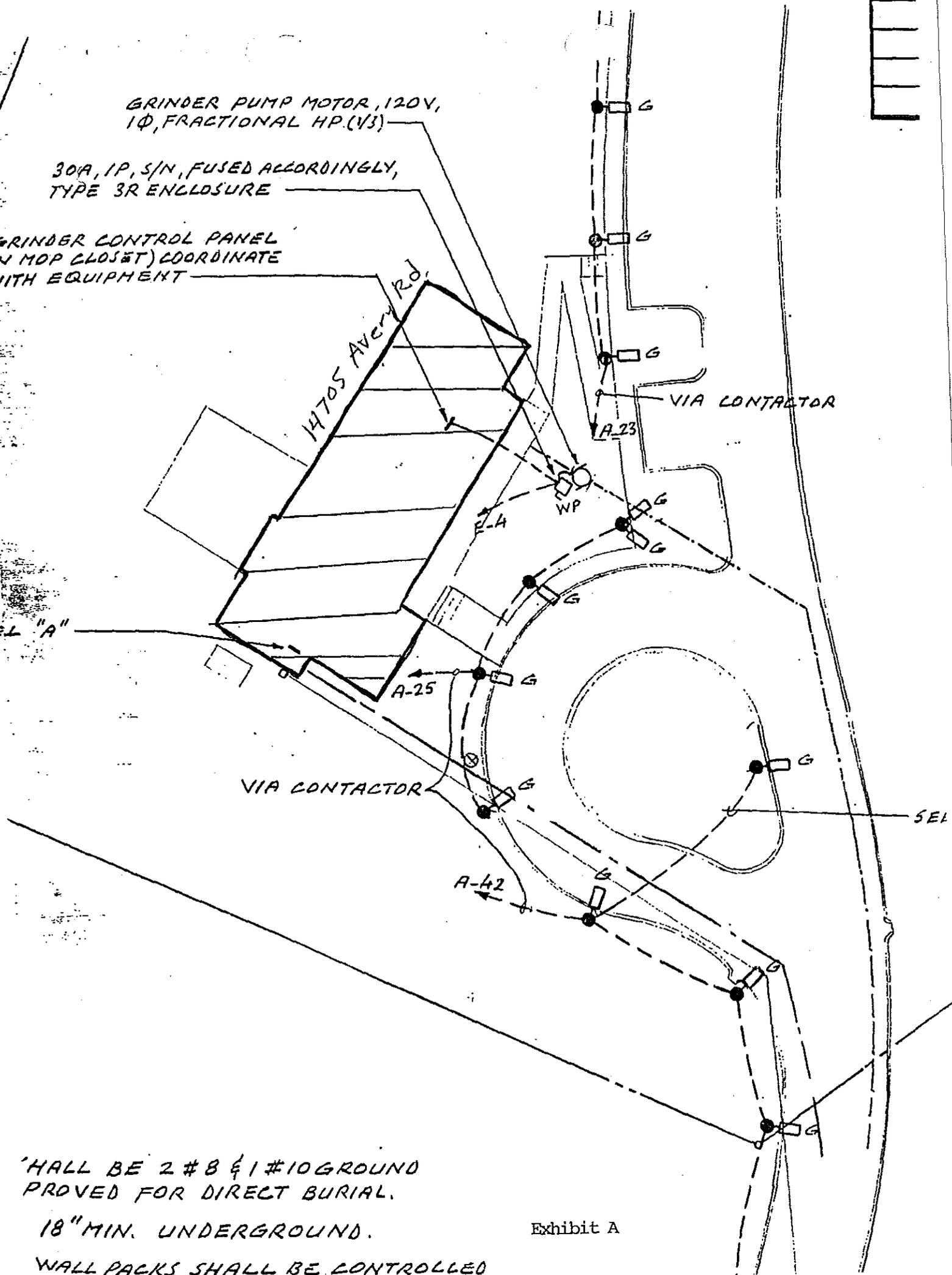
A-42

HALL BE 2 #8 & 1 #10 GROUND
PROVED FOR DIRECT BURIAL.

18" MIN. UNDERGROUND.

WALL PACKS SHALL BE CONTROLLED
CONTACTOR

Exhibit A



CONTRACT

This Contract is between Montgomery County, Maryland (the "County") and Chrysalis House, Inc., 1570 Crownsville Road, Crownsville, MD 21032 (the "Contractor").

Background

1. Montgomery County, Maryland (the "County") through the Department of Health and Human Services provides a continuum of residential and outpatient substance abuse treatment services for adults.
2. The County requires a 24 hour program of residential treatment services for adult alcohol and/or drug dependent men and women who may have mild to moderate co-occurring disorders, in a facility provided by the County. The County requires an entity capable of providing these services to 10 women and up to 10 dependent children in this facility. The length of stay for residents may vary from three to six months depending on the recommended treatment and the client response.
3. Contractor was selected to provide these services as the result of RFP #9648120110, Women's Halfway House. The Contractor has the appropriate experience and credentials to provide the required services under this Contract.

I. SCOPE OF SERVICES

- A. The Contractor must operate the Avery House halfway house for women who are alcohol and/or drug dependent and may have co-occurring mental health disorders of mild to moderate severity and their dependent children, who are referred to the program after being pre-screened by the County and determined to be eligible under applicable State of Maryland regulations (Code of Maryland Regulations [COMAR] §10.47.02.06).
- B. Within 30 days of execution of this Contract, the Contractor must sign a space license agreement with the County Department of General Services for the County's facility located at 14705 Avery Road, Rockville, Maryland 20853. The Contractor is responsible for daily housekeeping and maintenance of the County's facility where services under this Contract are to be performed. The Contractor also is responsible for payment for repairs at the facility as described in the space license agreement. The County is responsible for providing trash and snow removal, electrical, water, and sewer services.

- C. All client data required under this Contract for statistical, case management and client records must be maintained by the Contractor in the State Alcohol and Drug Abuse Administration (ADAA) information system designated for this purpose.
- D. The Contractor must develop, obtain County approval of, and then implement a written service policy and procedure manual for the halfway house program. The policy and procedure manual is to be completed within 60 days of Contract execution and is to be revised to reflect changes in State regulatory requirements or legislative mandates. The Contractor must maintain documentation verifying that each administrative and clinical staff member of the program has reviewed a copy of the service policy and procedure manual within three weeks of their employment. Those employees hired prior to the completion of the manual must adhere to the requirements and guidelines outlined in COMAR § 10.47.01.04. The service policy and procedure manual must include:
1. the objectives of the program to be attained by the provision of halfway house services to alcohol and/or drug dependent, or co-occurring adult women and their dependent children;
 2. criteria used to measure the client's progress toward the attainment of the program objectives for the client population (adult and child), time frames for achieving these objectives, and measures to mark client progress in achieving these objectives;
 3. a description and justification of the primary diagnostic and treatment modalities utilized by the program within the disease model of addiction which are ethnically and culturally relevant to the client population and incorporate evidence-based practices¹;
 4. a description of available individual, group, and family counseling sessions, the substance abuse education program, smoking cessation program, health and nutritional education programs, parenting skills, and family counseling program, and their ethnic and cultural relevance to the client population using intervention models and curricula that are consistent with these evidence-based practices;
 5. a description of therapeutic recreation, self-help and socialization activities available for clients who will reside in the program as well as family activities for the clients and their children;
 6. a description of patient rights and grievance procedures;
 7. a plan for documenting and reporting of Critical Incidents; and

¹ Resources may include: www.nreppsamhsa.gov, www.nattc.org, www.ibr.tcu.edu, and the National Clearinghouse on Alcohol and Drug Information (NCADI).

8. a provision for annual documentation that the program's governing authority, Executive Director, clinical staff, and administrative staff have updated and reviewed the program's policies and procedures for service and organization as described in COMAR § 10.47.01.01 and the Contract's Scope of Services.
- E. The Contractor must develop and implement a written policy and procedure approved by the County which describes its organization and includes the requirements defined in COMAR §10.47.01.03:
1. a policy and procedure to coordinate the provision of services with the County;
 2. an emergency protocol to manage on site or re-location to an alternate site in the event of a weather related or manmade disaster or emergencies necessitated by a hazardous event;
 3. an organizational chart showing the relationship between and the functions of all program staff and administrators; and
 4. a written plan for Continuous Quality Improvement (CQI) that includes a customer satisfaction survey.
- F. The Contractor must develop and implement a written policy and procedure approved by the County for admission and assessment requirements as described in COMAR § 10.47.01.04. Referrals will be pre-screened for eligibility by the County's Program Monitoring Unit (PMU) or designated referral source using American Society of Addiction Medicine (ASAM) criteria, or its equivalent as designated by the ADAA and successful completion of an intermediate care or equivalent program as guidelines. The assessment of adult women and their dependent children must be in a format approved by the County which includes the client's psychosocial, health (including any chronic condition), vocational, educational, and alcohol and/or drug (including nicotine) treatment needs, and any legal matter pending to include Parole & Probation, child support and Department of Motor Vehicles. Each woman will be assessed for her needs as a mother/parent. The standardized assessment instrument for adults must be the Addiction Severity Index (ASI), or an equivalent assessment instrument approved by the County and the ADAA. The admission policy and procedure must include:
1. documentation of medical necessity criteria for admission to this level of care based on standards of ASAM placement criteria and dimensions;
 2. documentation of procedures to conduct an intake and a mechanism to conduct emergency intakes;

3. documentation of a policy on management of a wait list;
 4. documentation of a protocol for assessment of fee for service that is completed on each client admitted to the program;
 5. documentation that a medical examination was completed by a licensed medical practitioner during the client's treatment in an intermediate care facility (ICF) or comparable program, and that a complete record of the medical examination is placed in the client's treatment record within three working days following admission to the halfway house program. If the client is pregnant or has any chronic health condition, the documentation must include the maternity clinic the client is enrolled in or the primary care clinic in which she is to be enrolled. Medical documentation for children must include current immunization records, a schedule for well child visits and information related to any chronic or recurrent health condition such as asthma or allergy, and relevant treatment protocol as well as contact information for each child's pediatrician;
 6. utilization of ASAM dimensions and Montgomery County Health and Human Services Admission Criteria; Continued Stay Criteria and Criteria for transfer/discharge to another level of care for continued substance abuse treatment services; and
 7. utilization of the adopted State tracking system software (HATS/SMART) for accepting drug testing results, to update treatment events, to prepare e-SAMIS reports for transmission to ADAA, and to document progress notes as an electronic case record.
- G. Individual Treatment Plans (ITPs) are to be updated a minimum of every 90 days with new objectives added as they are identified.
- H. The Contractor must complete a written Individual Treatment Plan with the participation of the client for each client and a Family Participation Plan (FPP) for each client and the client's family that meets the requirements pursuant to COMAR § 10.47.01.04. At a minimum, the ITP will be based upon the client's medical examination, psychosocial, ASAM dimensions, ASI, educational, vocational and treatment needs evaluation and other available information about the client and the client's family and be signed by the alcohol and drug counselor and the client within seven (7) business days of the comprehensive assessment. The County must approve the format for these documents. The Contractor must encourage clients to participate in the development of the ITP for themselves and their family members. The Contractor must document in the treatment record that the client has been informed of the opportunity to participate in the development of the plan and consented to the ITP. At a minimum, the ITP must include:

1. a statement of the problem areas to be addressed for the client including those identified in the ASI and ASAM dimensions, a service plan to improve her ability to parent based on each child's development stage and a reunification plan if the child is not admitted concurrently with the client;
 2. the short and long term goals and objectives of treatment;
 3. strategy for implementation of these goals and objectives;
 4. target dates for completion of treatment goals and objectives;
 5. criteria for successful completion of treatment goals (stated in measurable, behavioral terms);
 6. a schedule of treatment services including parent education and smoking cessation, individual, group and if appropriate, family counseling needed by the client while in the Contractor's program to achieve goals stated in the ITP;
 7. daily participation in self-help recovery groups and active involvement in order to develop sober social supports;
 8. requirements to attend twice weekly urinalysis for drugs of abuse and to adhere to requirements for random breathalyzer and urinalysis in support of abstinence;
 9. referrals to ancillary services and self help groups, if recommended;
 10. an update of each plan, including evidence of review and compliance with the assessment and any treatment plan changes, every 60 days; and
 11. the final ITP prior to successful completion must include the services and referrals needed by the client upon discharge from the program. All discharged clients, regardless of reason, must be provided with a referral for continued substance abuse treatment. The resources identified as referral agencies for discharged clients must be approved by the County. The aftercare service arrangements must be in a format approved by the County.
- I. The Contractor must meet the requirements of COMAR § 10.47.02.06 by providing a minimum of five (5) hours per week of interventions directed toward preventing relapse, applying recovery skills, promoting personal responsibility, improving parenting skills, and community reintegration. The schedule of

services must include education and documentation of risk assessment for Infectious Diseases within 30 days of admission that includes a mechanism to assess risk, reduce risk reduce risk and refer for counseling and testing as needed.

J. The Contractor must meet the requirements of COMAR § 10.47.02.06 by providing, at a minimum, the following treatment services directly for each client whose ITP requires the provision of any or all of the following services:

1. individual (at least monthly), group and family support focusing on alcohol and/or drug abuse problems and the development of recovery and relapse prevention skills using intervention models and curricula that have empirical basis as “best practices” for the target population;
2. case management;
3. life skills and decision making seminars focusing on the activities of daily living and social skills necessary for age and role appropriate functioning in the community;
4. parenting seminars focusing on stages of child development and age appropriate behaviors and parental interventions matched to her child’s age and developmental and educational needs;
5. health and nutritional education programs;
6. Infectious disease education and risk assessment (COMAR § 10.47.01.04) completed within the first 30 days of treatment;
7. a smoking cessation program;
8. leisure and/or recreational activities, including family focused activities;
9. psychiatric consultation and medication management services;
10. on-site childcare and assistance in securing subsidized childcare;

The following required services may be provided through referral to a designated entity that has agreed in advance (per COMAR § 10.14.02.06.F) to collaborate with the Halfway House program if approved by the County:

11. self-help groups focused on recovery and abstinence from alcohol and other drugs;
12. medical examination required for program admission and as determined by any medical condition within a reasonable time;

13. vocational assessment, programming and/or services through the Division of Rehabilitation Services;
 14. mental health counseling and/or therapy appropriate to the severity and urgency of the client's mental condition;
 15. legal assistance;
 16. social services for income, food stamps, medical or primary adult care (PAC) assistance;
 17. family services; and
 18. education or literacy services.
- K. The Contractor must meet the requirements of COMAR § 10.47.01.04 E for provision of family and self-help support services by providing directly or through referral (if approved by the County) culturally relevant family care services, information on self-help programs (e.g., Al-Anon) and support services to the client's family in accordance with the confidentiality provisions of 42 CFR (Code of Federal Regulations) §2.1 et seq. and the Health Insurance Portability and Accountability Act (HIPAA). The family care services, information on self-help programs, and support services must include procedures for obtaining:
1. an assessment of the treatment needs of the client's family and/or significant others in relation to the impact of the client's addiction problems on family functioning and as indicated by the individual treatment plan;
 2. a method to provide for the treatment needs including family counseling (directly or by referral) of family members or significant others and a description of how they will be involved in the client's treatment process; and
 3. procedures to accommodate and encourage participation by the client's family or significant others in self help support groups and support activities such as Al-Anon and Alateen.
- L. The Contractor must monitor and document the self-administration of Over the Counter (OTC) and prescription medication by adult clients based on the specific authorization of the client's physician as required by COMAR § 10.47.01.04 on Medication Control and Staff requirements. Any medication error must be documented and reported as defined by ADAA.

- M. The Contractor must establish a protocol to coordinate the provision of Methadone or other Opioid Maintenance Therapy with a certified treatment provider, when applicable, by coordinating transportation to and from the program for daily administration of medication and complying with requirements for Take-Home Privileges, including compliance with the lock box requirement and other security procedures for safe storage (COMAR § 10.47.02.11 and COMAR §10.47.01.04).
- N. The Contractor must coordinate the provision of service to each client with other agencies to which the County or Contractor refers the client, or with other agencies providing services to the client, her child(ren), and/or family. The Contractor must execute formal agreements with these other service providers in accordance with federal confidentiality regulations and HIPAA or with appropriate release of information by the client and the County.
- O. The Contractor must enter into an agreement with the County's Urine Monitoring Program (UMP) to provide a minimum of twice weekly urinalysis service to test for drugs of abuse and support each client's abstinence as well as monitoring payment of a fee for urinalysis services.
- P. When necessary, the Contractor must provide transportation assistance to clients to ensure adequate access to community based services, employment, and educational programs as specified in the client's individual treatment plan. The Contractor must ensure that any driver providing transportation services has a current valid driver's license without suspension or serious moving violations in the prior two (2) years and during the period of employment. The Contractor must also ensure the maintenance and safety of the vehicle for transport of clients.
- Q. The Contractor must obtain and document approval from the County prior to the discharge of a client from the program for non-compliance with the ITP. If the client poses an immediate threat to the health and/or safety of staff and/or other residents and children, as determined by the Contractor, the Contractor may discharge the client without prior approval of the County. The Contractor must document and justify the reason for a client's discharge from the program in the client's written record and verbally notify the County by the next working day of any such discharge. If a client discharged who posed an imminent threat or who leaves against advice, the Contractor must refer the client to the County's central assessment and referral site.
- R. All clients must be provided a referral for continuing care upon discharge as per procedure established by Adult Addiction Services.
- S. The Contractor must establish a requirement for automatic discharge from the program for violation of the abstinence requirement. This will include a protocol for on-site breathalyzer equipment for alcohol testing, the ability to collect urine

samples on-site, and twice weekly review of urinalysis results posted in HATS/SMART by the UMP. The protocol must have a mechanism to respond to a client's denial or challenge of the accuracy of a positive breathalyzer or urinalysis result, and must include a back-up system to validate abstinence (or lack thereof) pending discharge from the Halfway House.

- T. The Contractor must develop and maintain a system of written and electronic records approved by the County which must conform to the certification standards for this type facility as specified by COMAR § 10.47.01.08. The Contractor must make available to the County all client records, including specific medical information contained therein, upon request of the County. Each client record at a minimum must include:
1. the written intake evaluation;
 2. a notice of privacy practices and confidentiality rights to meet federal and State requirements;
 3. a record of the client's medical examination, including immunization records for each child;
 4. the client's individual treatment plan and reunification plan if the client's child or children are not concurrently admitted;
 5. the Contractor's notes documenting treatment (individual, group, family, collateral contacts) services in writing or approved electronic record format;
 6. a release of information indicating that the client is aware that records are reviewed by the County and a statement of understanding that portions of client records will be maintained in an electronic format;
 7. emergency contact information in the event of a medical emergency;
 8. the purpose and justification for the client's termination from the program; and
 9. a written discharge summary per COMAR § 10.47.01.04 within 30 days of discharge.
- U. The Contractor must employ a sufficient number of staff who are qualified to provide direct services to clients as specified by COMAR § 10.47.01.03 and 10.47.01.06 to operate the program 24/7. At a minimum, at least one staff member certified in CPR and trained in crisis intervention is to be on duty

between 11 p.m. and 7 a.m. The Contractor must be aware of any changes in COMAR provisions that deal with halfway house facilities and implement those changes. The Contractor must comply with relevant provisions of COMAR § 10.47.01.03 requiring as part of the application process that all prospective employees and volunteers sign a sworn statement or affirmation disclosing existence of any criminal matter and with Family Law Article, Annotated Code of Maryland Title 5, Subtitle 5, Part VI, "Criminal Background Investigation for Employees of Facilities and Other Individuals that Care for or Supervise Children." The County must approve the position description and minimum qualifications required for the Clinical Director or Clinical Supervisor prior to hire. The Contractor must attempt to hire at least one (1) staff member who is fluent in the Spanish language and document those recruiting efforts. At a minimum, the Contractor must employ the following number of staff to provide direct services to clients:

1. one (1) full time Clinical Director (preferred) or Clinical Supervisor certified by the applicable Health Occupations Board with a Master's degree in Counseling, Social Work, Psychology, or equivalent human services program and a minimum of three years experience in the direct provision of addiction treatment services, one year of which should be in the supervision of other clinicians and one year in the direct provision of addiction treatment services in a residential setting. If this person is not licensed by the applicable Board but is certified to provide to provide alcohol and drug treatment, supervise others who are credentialed to provide alcohol and drug treatment, then provision must be made for requisite clinical supervision and this plan must be provided to the County to ensure that all credentialed staff are supervised by a person who is Board approved to act in that capacity;
2. one (1) full time Program Manager with a minimum of a Bachelor of Arts degree and three (3) years of facility management experience of which at least one year was in the residential addiction field who may also function as a Counselor if applicable educational and credentialing standards are met. This person is responsible for daily operational issues related to the physical plant, inventory and assurance that at least one staff member is on duty at all times;
3. sufficient staff to meet the requirements in COMAR for staffing and for program services. These staff may be employed to provide supervision to clients and provide case management functions in the community for clients. These positions require at least a high school diploma and the ability to read and write English and at least one (1) year experience providing client services in an addiction treatment program (unless otherwise approved by the County);

4. sufficient staff to provide on-site childcare intended to support the woman while they are participating in therapeutic program requirements and while employed. These employees must have education or demonstrated experience in early childhood education with at least one employee having completed a 90 hour training in child development. These positions require at least a high school diploma and fluency in the English language;
 5. a sufficient number of culinary staff who meet the requirements of COMAR § 10.47.01.06 for Dietary Services² to provide, at a minimum, one (1) prepared evening meal and one (1) lunch for clients and their children who are on-site and a bag lunch for women who work per day Monday through Friday, and a self-serve breakfast and weekend meals that may be reheated by residents and/or staff; and
 6. if needed, may employ a secretarial or administrative support staff to serve as a receptionist and billing specialist, if required to fulfill support tasks related to program operations and if the approved operating budget permits.
- V. Within six (6) months of execution of the Contract, the Contractor must develop a policy and procedure for the transfer or disposition of the Contractor's caseload of clients referred under the Contract upon termination of the Contract. The Contractor must implement the policy and procedure for caseload transfer or disposition upon written notice from the County. The Contractor's caseload transfer or disposition policy must address:
1. the time period for the completion of the transfer or disposition of Contractor's caseload;
 2. the Contractor's plan to assure that adequate client services are continued;
 3. the County's right to review the need of each of the Contractor's County clients for continuing care and financial assistance; and
 4. a plan for transition including an inventory of keys equipment and furnishing, and any leases for office or kitchen equipment and services such as telephone, internet and cable TV.
- W. The Contractor must establish and maintain a schedule of client fees and a method of charging and collecting fees from clients and their families approved by the County. The Contractor must assist clients who may be eligible to apply for

² Dietary services must comply with applicable local, state and federal laws and may require a dietician licensed under section 5-101 of the Health Occupations Article, Annotated Code of Maryland, to develop and implement the dietary services plan (COMAR 10.47.01.05).

public assistance such as food stamps, Primary Adult Care, Temporary Disability Assistance Program or other benefits and may consider such assistance in lieu of a room/board fee for consumers who are not fully employed.

II. RECORDS AND REPORTS

- A. The Contractor must submit, in addition to monthly statistical submission requirements established by ADAA, monthly reports to the county with both current month and cumulative year-to-date data to:
1. document the average length of stay each month for active clients and utilization of the program by women and children;
 2. document the number of active clients who required language translation services due to Limited English Proficiency;
 3. document the number of clients who received on and off-site vocational, job training and education assistance and the type, frequency and number of units of such assistance;
 4. the number of active residents who received on or off-site mental health services and the nature of such services (medication management, grief counseling, trauma treatment);
 5. document the number of residents discharged who participated in treatment for a minimum of 180 days and average length of stay by total for program;
 6. document the number of residents discharged who obtained and maintained employment or were in training 30 hours or more per week while in residence;
 7. document the number of discharged residents who were on Temporary Cash Assistance who become employed;
 8. document the number of discharged residents who maintained abstinence during residence (as evidenced by negative urinalysis and breathalyzer results);
 9. document the number of discharged residents who attend self-help fellowship meetings consistent with requirements of their ITP;
 10. document the number of discharged residents who terminated services with a zero rent balance and zero balance for UMP services;

11. document the number of discharged resident who remained arrest free during residence;
12. document the number and percentage of discharged clients who perceived services received as meeting or exceeding expectations;
13. document the number of discharged residents who obtained housing (preventing homelessness) upon discharge;
14. document the number of discharged pregnant residence who received prenatal care;
15. document the number of discharged residents who were provided access to medical and dental care;
16. document the number of discharged residents with co-occurring disorders who were provided access to mental health care; and
17. document the number of pregnant or post-partum women who received prenatal care and the number of "health" (as evidenced by APGAR score, birth weight, and gestational age) babies born during residence at Avery House.

III. PERFORMANCE MEASURES

The Contractor must strive to meet the following Performance Measures each fiscal year as related to the services provided:

- A. At least 60% of clients who meet the average length of stay of 90 days in treatment program experience improved functioning/quality of life.
- B. Favorable results are received from a customer satisfaction survey administered by the contractor to clients/patients that includes the following:

How would you rate your recent experience with this program or service in each of the following areas:

	Very Satisfied	Satisfied	Not Satisfied	Very Unsatisfied	Don't Know /Not applicable
Responsiveness/Timeliness					
Courtesy/Respect					
Overall Experience					

IV. COMPENSATION

- A. The Contractor's approved fiscal year line-item budget is incorporated by reference and made a part of this Contract as Attachment B. Modifications to the Contractor's approved budget during the year must be justified by the proposing party and must be approved in writing by the County. A fiscal year for this Contract starts on July 1 and expires on the following June 30.
- B. The County will reimburse the Contractor for all reasonable costs incurred in providing the goods and services described in the Scope of Services, in accordance with the approved line-item budget and subject to the following limitations:
1. The maximum compensation payable by the County to the Contractor under this Contract must not exceed \$XXXXXXX for the initial contractual fiscal year, prorated to reflect the actual start of the contract term through June 30, 2010.
 2. No compensation will be made for any costs that exceed the relevant line-item budget in the Contractor's approved contractual fiscal budget year by more than 10%; and
 3. No compensation will be paid for any costs that exceed the Contractor's approved contractual fiscal year budget.
 4. The Contractor may retain all fees collected from, or on behalf of, clients, provided that these funds are used within the contract performance period for program purposes, and with County approval.
 5. The County will not be responsible for failure of the Contractor to collect client fees, fundraising contributions, or any other revenue sources projected in the Contractor's approved budget for total operating expenses.
- C. The total maximum compensation under this Contract for all goods and services as described in Article I., Scope of Services, Article II., Records and Reports, and Article III., Performance Measures, above, must not exceed \$XXXXXXX for the initial contract term, prorated to reflect the actual start of the contract term through June 30, 2010 unless modified by an executed amendment and purchase order, change order, or superseded by another purchase order issued by the County's Department of General Services. Any amounts to be paid to the Contractor must be established in the purchase order(s) executed by the County's Office of Procurement.

- D. All capital items for which the County reimburses the Contractor or purchased directly by the County shall become the property of the County upon expiration of the Contract.

V. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net 30 days, for expenses incurred by the Contractor in providing the goods and services described in this Contract. All required reports, statistical information and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

VI. TERM

This Contract is effective upon signature by the Director, Department of General Services through June 30, 2011. The Contractor must perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew the term three (3) times for one (1) year each plus one time for up to one year for the purpose of transitioning to another contractor.

Funds have been appropriated for this Contract through June 30, 2010. For the period after June 30, 2010 and for any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for an additional period, no work is to be done after June 30, 2010, and this Contract will terminate on July 1, 2010 without further cost to the County.

VII. GENERAL CONDITIONS AND INSURANCE

The County's General Conditions of Contract between County and Contractor, Attachment A, are incorporated by reference and made part of this Contract. The following insurance requirements supersede those outlined in the General Conditions:

Prior to the execution of the contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability - Psychiatric/Medical

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *two million dollars (\$2,000,000)* per claim and aggregate and a maximum deductible of \$25,000. Contractor/agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of *five hundred thousand dollars (\$500,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Health & Human Services / CMT
401 Hungerford Drive, 6th Floor

Rockville, Maryland 20850

VIII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms:

- A. This Contract document;
- B. The County's General Conditions of Contract between the County and Contractor (Attachment A);
- C. The Contractor's County approved fiscal year line item budget (Attachment B);

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

CHRYSALIS HOUSE, INC.

MONTGOMERY COUNTY, MARYLAND

Signature

David E. Dise, CPPO *Director
Office of General Services

Typed

Date

Title

RECOMMENDED

Date

By: _____
Uma S. Ahluwalia, Director
Department of Health and Human Services

Date: _____

APPROVED, OFFICE OF THE COUNTY
ATTORNEY

By: _____

Date: _____

*The County code, Chapter 11B-1, replaced the definition of Director (of Procurement) with Director of the Department of General Services.