

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
RESOURCES FOR HUMAN DEVELOPMENT, INC.

DATE: 10/2/01

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this ____ day of _____, 2006, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and RESOURCES FOR HUMAN DEVELOPMENT, INC., registered under Maryland Code Ann. Business Regulations (2004 Replacement Volume) as a charitable organization (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 14701 Avery Road, Rockville, Maryland (the "Licensed Premises"), and

WHEREAS, the County pursuant to a grant from the Maryland Alcohol and Drug Abuse Administration shall provide a long term residential and outpatient services program for substance dependent men and women through the Department of Health and Human Services; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide a long term residential and outpatient services program for substance dependent men and women to be located at the Licensed Premises; and

WHEREAS, the Licensee has agreed to provide such services at the Licensed Premises and the County agrees to license 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 14701 Avery Road, Rockville, Maryland as outlined in red 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 long term residential and outpatient services program for substance dependent men and women 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 September 5, 2006 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 Service 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, Office of Real Estate, P. O. Box 62077, Baltimore, Maryland 21264-2077.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used to provide a long term residential and outpatient services

program for substance dependent men and women 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, except gutter cleaning;
- v. Utilities, including electric, gas, fuel oil and water;

- vi. Trash removal, recycling and pest control; and
- vii. Fire extinguisher service and replacements as necessary.

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. 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 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. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County;
- iii. All custodial, janitorial and recycling services;
- iv. Telephone service;
- v. 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;
- vi. All grounds maintenance, snow and ice removal;
- vii. 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; and

- viii. Interior painting as needed or as required by the County.

A summary of such repairs shall be transmitted quarterly to the Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th 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: The Licensee agrees to obtain and maintain, during the full term of this License, any Renewal Terms, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy or policies of insurance issued by an insurance company or companies licensed in the State of Maryland and acceptable to the County containing the types of insurance coverages and limitations set forth in the Insurance Requirements, attached hereto as **Exhibit C**, which is incorporated by reference and made a part of this License Agreement.

B. Licensee's Owned Contents: The Licensee must provide evidence of property coverage for their owned contents and any improvements to the Licensed Premises. Coverage shall be on a replacement cost basis for "all risks of direct physical loss or damage except as specifically excluded." The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

C. 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.

D. 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 evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850.

E. Additional Insured: The Licensee's General Liability Policy 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.

F. 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.

13. HOLD HARMLESS: The Licensee agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses arising out of or related to the Licensee's breach of this License Agreement or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of the Licensee, its agents, contractors, guests or employees, except such claims arising solely from the negligent acts or omissions of the County, the County's employees, agents and contractors.

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 pets 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:

Resources for Human Development, Inc.
4700 Wissahickon Avenue, Suite 126
Philadelphia, Pennsylvania 19144
Attn: Robert Fishman, Director

County:

Montgomery County, Maryland
Department of Public Works &
Transportation
Office of Real Estate
101 Monroe Street, 10th 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 Robert Fishman, Director for Resources for Human Development, Inc., and the address for receipt of notices and service of process is 4700 Wissahickon Avenue, Suite 126, Philadelphia, Pennsylvania, 19144. 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

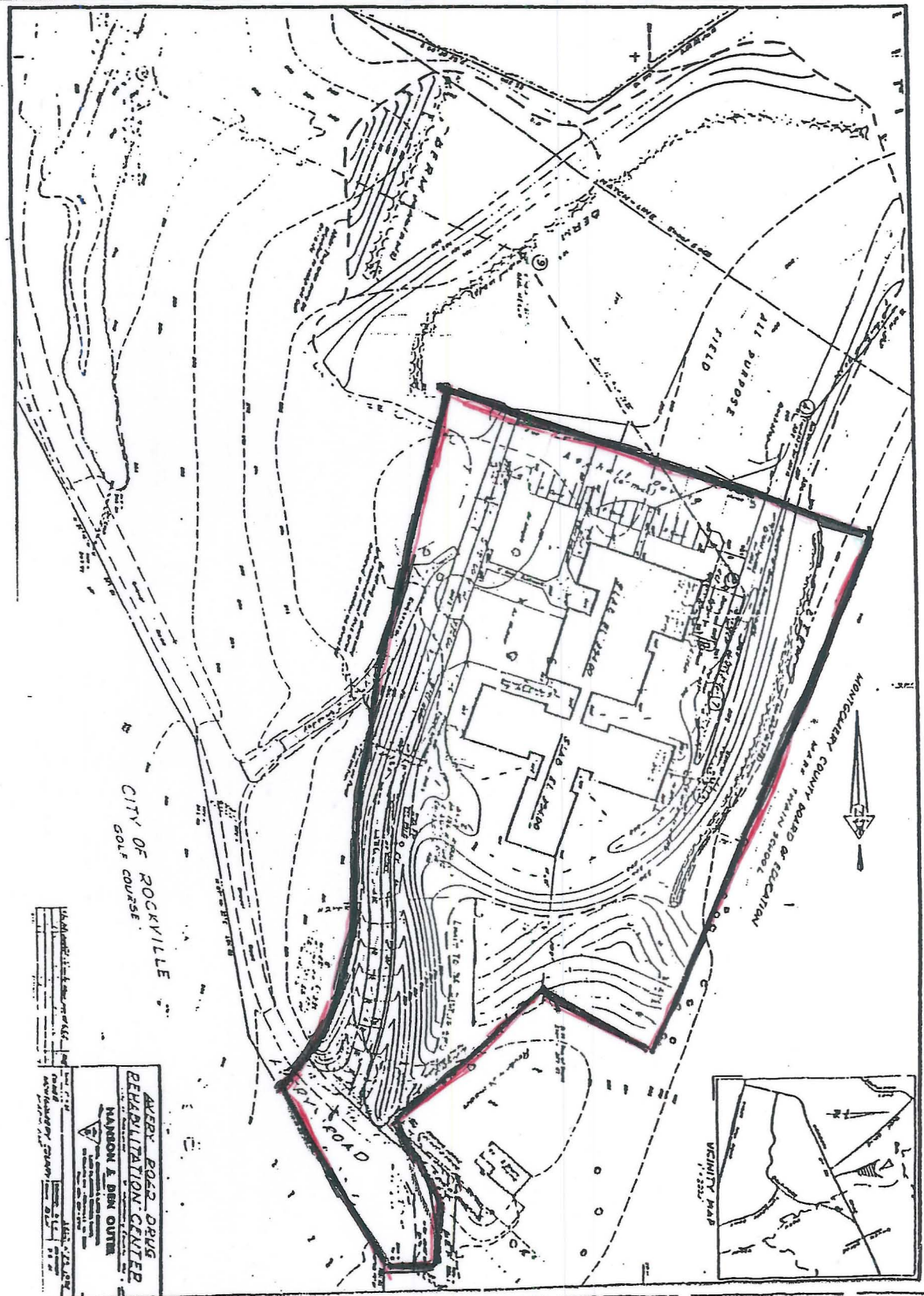


EXHIBIT A

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

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Rebecca S. Domaruk

By: Joseph F. Beach
Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 10/6/04

WITNESS:

LICENSEE:
RESOURCES FOR HUMAN
DEVELOPMENT, INC.

By: _____

By: Robert Fishman
Robert Fishman

Title: Director
Date: 10/3/06

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Cynthia L. Brenneman

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

Date: 9/20/2006

Date: 9/19/06

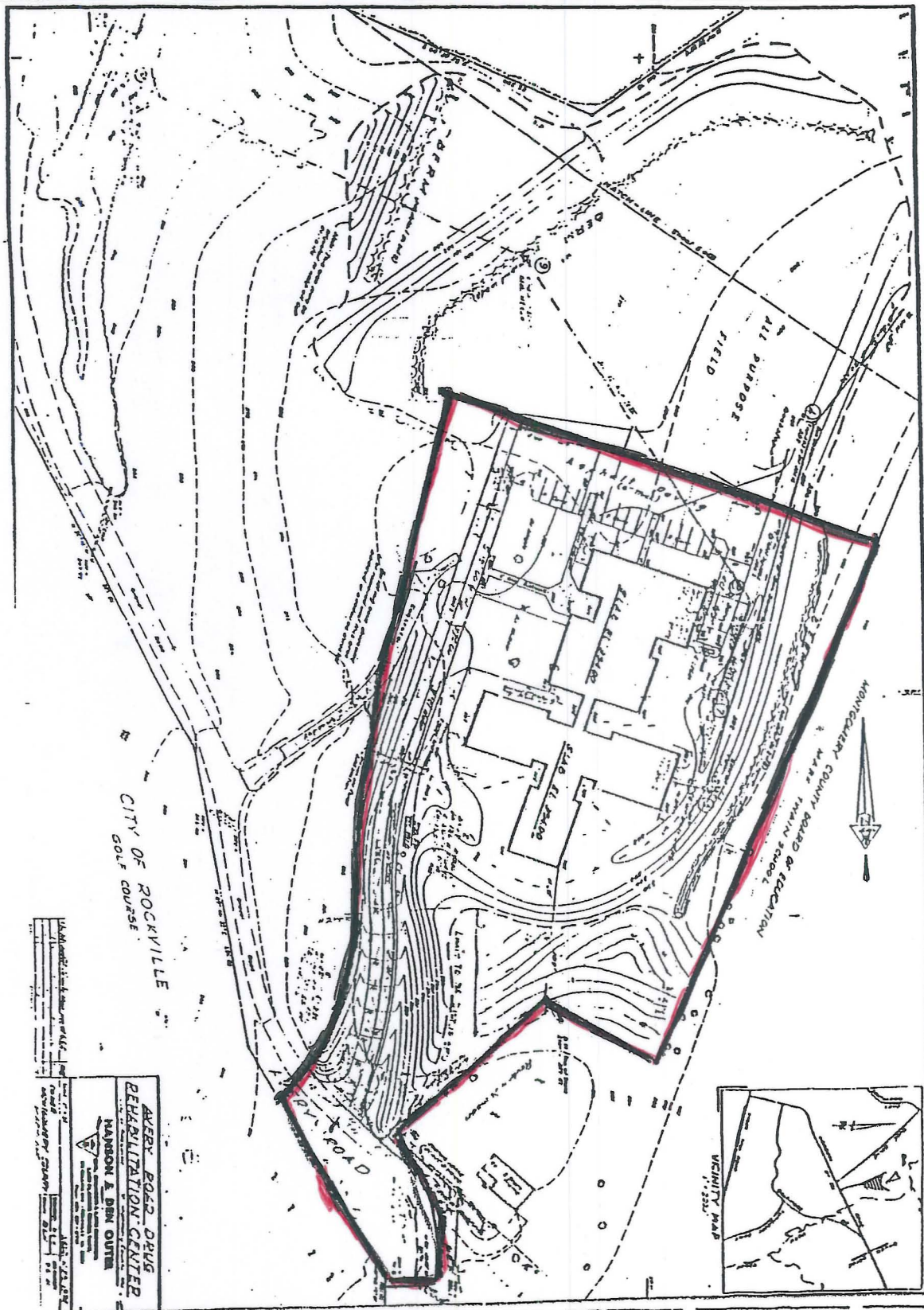


EXHIBIT A



**Montgomery County Government
Department of Health and Human Services**

Notice of Contract Action

Date: August 25, 2006

TO: Mr. Robert Fishman, Executive Director
Resources for Human Development, Inc.
4700 Wissahickon Avenue, Suite 126
Philadelphia, PA 19144

FROM: Ron Berger /For
Contract Management Team

SUBJECT:	Contract Number	6648025021AA
	Fiscal Year	2007
	Program/Services	Residential and Intensive Outpatient Treatment Services
	Program Monitor Phone	C.McAlpine 240/777-4703

Unless otherwise noted, please consider this your organization's **Notice to Proceed with Services**, as delineated in the referenced contractual document.

Attached, please find copies of the following document(s):

<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Amendment
<input checked="" type="checkbox"/> Purchase Order	<input type="checkbox"/> Delivery Order
<input type="checkbox"/> Change Order	<input type="checkbox"/> Other

Please forward related invoices to the Program Monitor designated above, and include the contract number and purchase order number in the invoice.

Thank you for your support of the Department's efforts. If you have questions, please contact your Program Monitor.

EXHIBIT B



MONTGOMERY COUNTY PURCHASE ORDER

PAGE

0001

THE PO NUMBER MUST APPEAR ON
ANY CORRESPONDENCE
PURCHASE ORDER NO.
P07648025016

CONTRACTING OFFICER

DATE

REQUISITION NO.

VENDOR NO.

BUYER

CHANGE ORDER NO.

R07648025018

6960051146

SCF

VENDOR INFORMATION

RESOURCES FOR HUMAN

DEVELOPMENT

4700 WISSAHICKON AVE SUITE #126

PHILADELPHIA

PA 19144-4248

ATT: MICHAEL DENOMME

TEL: 215 951 0300

FAX: 215 951 0312

DELIVER TO / BILL TO

CATHERINE MCALPINE

401 HUNGERFORD DRIVE

ROCKVILLE

MD 20850

TEL: 240 777 3874

FAX:

ITEM AND DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED PRICE
001 952-06 ALCOHOL AND DRUG PREVENTION CONTRACT NO. 6648025021-AA RESIDENTIAL ADULT ADDICTION TREATMENT AND INTENSIVE OUTPATIENT SERVICES NEW CONTRACT - AS THE RESULT OF; RFP FY07 ENCUMBRANCE			362,090.00 EA	1.0000 362,090.00
002 952-06 ALCOHOL AND DRUG PREVENTION CONTRACT NO. 6648025021-AA			60,080.00 EA	1.0000 60,080.00
003 952-06 ALCOHOL AND DRUG PREVENTION CONTRACT NO. 6648025021-AA			59,370.00 EA	1.0000 59,370.00
004 952-06 ALCOHOL AND DRUG PREVENTION CONTRACT NO. 6648025021-AA			343,460.00 EA	1.0000 343,460.00

TERMS:

EFFECTIVE TERM: **September 5, 2006** THROUGH JUNE 30, 2007.

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TOTAL CHARGES AGAINST THIS BLANKET PURCHASE ORDER SHALL NOT EXCEED THE TOTAL LISTED BELOW.

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QUESTION REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO RON BERGER AT (240) 777-3865

DELIVERY DATE

TERMS

FOB

TOTAL

23/AUG/06

NET 30

DEST

825,000.00

SUFFIX	INDEX CODE	SUB OBJ	PROJECT	PROJECT DET	GRANT	GRANT DET	AMOUNT
01	6480255A4	2028					362,090.00
02	6480259A3	2019		F64044	07		60,080.00
03	6480259A3	2028		F64044	07		59,370.00
04	6480259A8	2028		F64064	07		343,460.00
							825,000.00

PURCHASE ORDER/CHANGE ORDER TERMS, CONDITIONS AND INFORMATION ARE ON REVERSE SIDE

ISSUED BY: MONTGOMERY COUNTY MARYLAND - OFFICE OF PROCUREMENT - 255 ROCKVILLE PIKE SUITE 180 - ROCKVILLE, MD 20850-4165

REVISED 3/99

VENDOR

PMMD-20

CONTRACT

This contract is between Montgomery County, Maryland (the "County") and Resources for Human Development, Inc. (the "Contractor"), 4700 Wissahickon Avenue, Suite 126, Philadelphia, Pennsylvania 19144.

BACKGROUND

1. Montgomery County is the recipient of a grant from the Maryland Alcohol and Drug Abuse Administration (ADAA) which provides for community-based services targeted to the needs of adult men and women who have substance dependence and/or co-occurring Axis I psychiatric disorders and who may also have a history of non-violent criminal behavior and homelessness. Pursuant to the grant, the County wishes to provide a Long Term Residential Medium Intensity (Level III.3) program ("residential program") combined with an Intensive Outpatient Program (Level Two) ("IOP") of substance abuse and co-occurring disorders treatment services that will serve adult men and women who have substance abuse and/or co-occurring Axis I psychiatric disorders.
2. The Contractor has the experience and expertise to provide the services required by this combined program.
3. The Contractor was selected to provide these services pursuant to request for proposals #6648025021.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

- A. The Contractor must organize and manage a combined Level III.3 residential and Level II outpatient program of substance dependence and co-occurring disorders treatment services with the ability and capacity to serve 70-100 clients per year. This includes an active dynamic capacity of up to 40 individuals in a residential program and up to 20 individuals in a day treatment component of services. The Contractor's program must include or provide direct access to other community resources which are often necessary to serve the multiple social, medical, employment and psychiatric needs of the target population.
- B. The Contractor, in collaboration with the County, must plan and execute a program of ethnically and culturally relevant community-based substance dependence and co-occurring disorders treatment and ancillary services.
- C. The Contractor's program must include a structured and integrated smoking cessation program for clients, and the Contractor must maintain a smoke-free facility for this program.
- D. The Contractor's program of structured and supportive substance dependence and co-occurring disorders treatment residential and intensive outpatient treatment components must serve adult men and women who are alcohol and/or drug dependent who will typically have co-occurring Axis I psychiatric disorders, non-violent criminal histories

and have experienced chronic homelessness. The County, or its designees, will refer to the Contractor clients who:

1. do not require skilled nursing care, are able to self-care for personal hygiene and toileting purposes, and have the capacity to self-administer prescribed & over the counter (OTC) medications;
2. have histories of chronic use of alcohol/drugs and multiple admissions to alcohol and other drug treatment programs;
3. may have physical and mental disabilities as a result of prolonged alcohol and/or other drug addiction;
4. have been identified as individuals for whom a controlled environment and supportive therapy are necessary for an extended period of time;
5. may have co-occurring Axis I psychiatric disorders causing mild to severe symptoms and functional impairment; and
6. may require assistance in developing adaptive daily living and pre-employment skills, and accessing public assistance or disability benefits available due to their level of present or chronic impairment.

E. The Contractor must utilize the disease model of addictions with an emphasis on harm reduction and rehabilitation. The Contractor's program must have a variable length of stay for each client, to be defined in an individual treatment plan (ITP) based on need. The intended residential length of stay is six (6) to twelve (12) months for each client, with monthly extensions to be approved by the County after twelve (12) months and a maximum length of stay being 18 months. A combination of residential and IOP services may be utilized by clients based on individual level of need as interpreted through American Society of Addiction Medicine (ASAM) criteria and each client's ITP.

F. The Contractor must provide both the residential program and the IOP at the County-owned facility located at 14701 Avery Road in Rockville, Maryland. This site is co-located with other residential substance dependence and co-occurring disorders treatment programs which are within the County's continuum of care. The Contractor's program must be operational 365 days per year for residential services, and the Contractor must be available for daytime, evening, and weekend hours for IOP services. The Contractor must provide a mechanism for clients to have direct access to qualified, licensed or certified personnel for crisis stabilization 24 hours per day.

G. The Contractor must conform with protocols of the County and of the State ADAA for use of the Washington/Baltimore High Intensity Drug Trafficking Area (HIDTA) Addiction Tracking System (HATS) and any successor system as the primary means of electronic communication, storage of client demographic and admission/discharge information, participation in a protocol of regular urine testing for drugs of abuse, and maintaining current client records. (The County will assist the Contractor to become linked with the planned] web-based service provided by the Bureau of Governmental Research (BGR) of the University of Maryland using Citrix technologies with support and funding provided by the ADAA.) The County will provide urine monitoring services through its laboratory at Addiction Services Coordination (ASC), 255 Rockville Pike,

Suite 145, Rockville, Maryland. The Contractor must arrange with the County for collection of urine specimens at the program site or at the ASC office in Rockville. This arrangement must be made before the Contractor provides direct services to clients under this Contract.

H. The Contractor's residential program must include provision of time-limited (6-18 months) substance dependence and co-occurring disorders treatment, habilitation, and psychiatric, medical, and supportive services. Interventions must be empirically-based counseling and behavior modification strategies using individual, group and family treatment modalities, and development of Adaptive Daily Living (ADL) and pre-employment skills for adult men and women who are referred by the County or its designees.

I. The Contractor must provide in the IOP time-limited (6-18 months) supportive counseling using empirically-based strategies for individual, group and family treatment modalities and development of ADL and pre-employment skills for adult men and women who are referred by the County or its designees.

J. The Contractor's program must:

1. include provisions for substance abuse and co-occurring disorders treatment a minimum of 20 hours per week for both residential and IOP clients, and include provisions for therapeutic activities for residential clients (which could include availability to IOP clients seven days per week;

2. be flexible enough to involve clients in program design and refinement, and the Contractor must document the involvement of clients in program design and refinement efforts.

K. The Contractor must maintain full certification by the Office of Health Care Quality (OHCQ) to provide both a Level III.3 and Level II of substance abuse and co-occurring disorders treatment services. If not already certified, the Contractor must obtain provisional approval from OHCQ within 30 days after the effective date of this Contract and must subsequently meet all requirements for full certification within the timeframe established by OHCQ. The Contractor must maintain this certification during the initial term of this Contract and any extensions of the term thereafter. Any deficiencies or corrective action plans identified by the OHCQ must be shared with the County's Contract Administrator or designee.

L. The Contractor must develop formal referral and cooperative relationships with other entities and ancillary services known to be utilized by the target population. These services may include, but are not limited to: child welfare services; welfare-to-work programs; housing services; vocational services; literacy programs; parole and probation services; and Montgomery County Public Schools (MCPS) for adult education. This may include, but is not limited to, participation in a Montgomery County Provider's Council or the Homeless Policy Committee, and inclusion of a written policy regarding such participation in the Contractor's policy and procedure manual.

M. The Contractor must make provisions for on-site psychiatric assessment, access to individual counseling, and medication management for persons who have co-occurring

disorders or who require crisis stabilization, and must offer services to promote a social network which includes clients' families and significant others.

N. The Contractor must coordinate the provision of services to each client with other agencies to which the County or the Contractor refers the client. The Contractor must also coordinate the provision of services with programs in the County's Department of Health and Human Services (HHS) and the County's Department of Correction and Rehabilitation (DOCR), and the local Division of Parole and Probation (DPP) which may be concurrently or consecutively providing services to clients.

O. The Contractor must cooperate with any evaluation, sustainability, knowledge dissemination, and outcome reporting as defined by the ADAA or another funding source as provisions of this grant award to the County.

P. The Contractor must complete a comprehensive psychosocial assessment for each client within one (1) week of the client's admission to the Contractor's program that considers the seven (7) dimensions of ASAM patient placement criteria. This assessment must include medical, employment, social support, psychiatric and substance abuse and co-occurring disorders treatment, readiness to change, and assistance with legal, family and 12 Step needs. The Contractor's assessment may be based on the County's assessment format available in HATS or successor system, Client Assessment Instrument (CAI) and the State-mandated Addiction Severity Index (ASI).

Q. Based on the Contractor's comprehensive psychosocial assessment and other available information about the client, the Contractor must complete a written individual treatment plan (ITP) for each client within ten (10) days of the client's admission to the program, and must include documented need for this level of care congruent with current ASAM standards. The Contractor must encourage each client to participate in the development of his or her ITP. The Contractor must document in the client's treatment record that the client has been informed of the opportunity to participate in the development of the ITP, the nature and extent of the client's participation, and the client's consent to the ITP. The Contractor must review each client's ITP monthly, or whenever a significant change in client status or treatment strategy occurs. At a minimum, the client's ITP must include:

1. a diagnosis of a primary substance dependence disorder and a statement of the problem areas to be addressed for the client including items identified in the Addiction Severity Index (ASI) and documented with ASAM admission criteria;
2. the short and long-term goals of substance dependence and/or co-occurring disorders treatment, mental health symptom management, relapse prevention, improved functional skills, and criteria for completion of these goals stated in measurable, behavioral terms;
3. a strategy for implementation of the stated treatment goals while in the Contractor's program and target date for completion, to include services to be provided by the Contractor directly or indirectly through coordinated referral efforts with community-based entities; and

4. the schedule covering a minimum of 20 hours per week of direct therapeutic services (i.e., group, individual and family counseling, work therapy) and referral(s) needed (i.e., medical and on-going mental health treatment) for the client prior to the client's discharge from the Contractor's program.

R. Before the Contractor discharges any client from this program, the Contractor must offer each client a referral for aftercare and other services as determined to be necessary. The Contractor must indicate the status of referral(s) in the client's final ITP update. All clients who successfully complete the program must be provided a referral for aftercare services prior to the time of discharge. Persons who do not complete the program due to a therapeutic discharge, leaving against medical advice or other event less than successful completion are to be referred to the County's central assessment site for an evaluation of his/her current treatment and service needs. A written discharge summary and referral for on-going services are to be entered in HATS or its successor system by the Contractor within 24 hours of such discharge event(s). SMART

S. The Contractor must provide evidence-based interventions directed to the known needs of the target population (which will include adult men and women who may have histories of non-violent criminal behavior and chronic homelessness). The following treatment services must be provided directly by the Contractor, or through referral with prior County approval, for each admitted client whose ITP requires the provision of any or all of the following services:

1. medical screening and evaluation;
2. medical supervision of chronic conditions, including management of maintenance medication(s) for such conditions;
3. mental health treatment services, including management of psychotropic medication, facilitating accessing to low or no-cost medications, and individual therapy as needed;
4. individual, group, and family counseling focusing on alcohol and/or drug dependency problems, and development of harm reduction strategies with the goal of an alcohol and drug free lifestyle;
5. addiction and /or co-occurring education programs and relapse prevention emphasizing the disease model of addiction and the progressive nature of the disorder;
6. cognitive behavioral strategies or other demonstrated effective treatment protocols and curriculum to increase self sufficiency and decrease recidivism;
7. work therapy and vocational rehabilitation to develop ADL and pre-employment skills;
8. self-help 12 Step programs and other strategies to develop social support networks;
9. case management activities designed to transition to community-based living

(i.e., housing, mental health, transportation) to include financial management;

10. wellness, smoking cessation, and nutritional education programs; and
11. appropriate leisure and recreational activities to support an abstinent and healthy lifestyle.

T. The Contractor must supervise the provision of the following services, which may be organized as part of work therapy for each client who is active in the residential or day treatment program:

1. house/grounds-keeping and other facility support services; and
2. preparation and service of three (3) nutritious, well-balanced meals daily and snacks in accordance with a dietary policy and procedure developed and implemented by the Contractor and approved by the County.

U. The Contractor must develop and maintain a staffing pattern to ensure that at least two staff members are on duty at all times for this program. Between the hours of 11 p.m. and 7 a.m., and on weekends, staff members on duty must possess crisis management training (including CPR).

V. For clients who require medical services which the Contractor cannot provide, the Contractor must refer the client to a community provider who is able to evaluate and treat the medical condition. Documentation of such referral and follow-ups services must be noted in the client's record. In non-emergency situations, the Contractor must provide the client with a list of services, ranging from office visits to emergency room care, from which the client may choose to have medical issues evaluated. Should evaluation or treatment of the medical issue substantially interfere with the treatment provided in the Contractor's program, the client may be medically discharged and readmitted to the program when the medical issue has been stabilized if the person continues to require the level of care provided by this program. The client will be retained in the treatment program at the Contractor's discretion and with County approval. The client will be responsible for payment of all medical services that are provided beyond the scope of medical treatment provided by the Contractor. The client will also be responsible for payment of medical services provided in emergency situations; these situations must be handled by calling "911". The Contractor must assist the client in applying for medical and pharmacy entitlements as appropriate to the client's situation.

W. The Contractor must provide substance abuse education services to each client's family and/or significant others, including on-site access or referral to family counseling, in accordance with the federal policy on confidentiality in drug abuse treatment, including all provisions of 42 CFR 2.1 et seq. The Contractor must provide these services directly or through referrals to appropriate community agencies which provide services for alcoholism and drug abuse related problems. The Contractor's family support services must include:

1. a method which provides for the assessment and treatment needs of each client's family or significant others and describes ways in which they will be involved in the client's treatment process;

2. family-oriented informational and educational programs which are designed to meet the needs of family members or significant others, provided on a regularly scheduled basis;
3. procedures to accommodate and encourage participation by each client's family and/or significant others in support activities such as Al-anon and Alateen, or visitation with children and payment of child support (if applicable); and
4. a requirement that individuals who provide family counseling must have documented formal training in family therapy as well appropriate certification or licensure.

X. The Contractor must transport clients to community service providers as determined to be appropriate by the Contractor, in a vehicle provided by the Contractor. The Contractor's vehicle must be well maintained, insured, and registered in the State of Maryland. The Contractor must ensure with proper documentation that any driver providing transportation services under this Contract has a current valid driver's license. Approved drivers must not have had a suspended license or acquired more than 4 points for moving violations within the prior two years, and be without serious infractions such as reckless driving, driving while impaired, or leaving the scene of an accident for a period of at least 5 years.

Y. The Contractor must obtain and document approval of the County prior to the discharge of a client from the program for non-compliance with his or her ITP. If the client poses an immediate threat to the health and/or safety of staff and/or other residents as determined by the Contractor, then 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 must notify the County by telephone by the next working day of any such discharge.

Z. The Contractor must employ or contract with licensed medical staff to manage the program's medication monitoring and dispensing services. This medical staff must monitor any self-administration of medication to clients with the specific authorization of the client's physician. In addition, the Contractor must employ a sufficient number of licensed and qualified staff to provide direct services to clients which satisfy COMAR 10.47.01 for this type of program. The Contractor must develop and implement a staffing pattern which includes, at a minimum, the following:

1. One full-time Clinical Director with a master's degree in psychology, social work, counseling, nursing, or a related human services field and three (3) years of experience in the field of residential substance abuse treatment. The Clinical Director must provide administrative and programmatic direction and supervision to all staff that provide direct services to clients. The Clinical Director must be a Licensed Certified Social Worker-Clinical (LCSW-C) or Licensed Professional Counselor with experience in alcohol and drug treatment (LPC-AD). The Clinical Director must be approved for that position by the County. The Clinical Director or a designee must serve as the liaison for this program to the County;

2. One full-time Certified Addiction Counselor, Certified Supervised Counselor or equivalent for every 15 clients, to provide client care, supervision, transportation, and other routine services, plus two counselor aides for evening and/or weekend coverage. There must be a minimum of one staff person awake on all overnight shifts. Counselor aides must have a minimum of a high school diploma or its equivalent, knowledge of alcoholism, drug dependency and co-occurring disorders, as well as training in crisis management to include certification in basic first aid and CPR. At least one certified or licensed counselor must be fluent in Spanish. The Contractor must document its recruiting efforts for this position.
3. One licensed practical nurse or similarly credentialed medical staff to provide up to 20 hours per week of direct on-site medical services, such as daily sick-call, and assistance to clients in understanding psychotropic interventions to increase compliance with medication regimens;
4. One psychiatrist or designated consultant with a sufficient number (at least 20 hours per week) of clinical hours to provide on-site evaluations, treatment and medication management services;
5. One life skills manager, responsible for ensuring a program for resident skill development of self-care abilities through supervised activities such as preparation of three (3) meals per day, secretarial support, office management, grounds-keeping and housekeeping for the facility and its programs;
6. A dietician or specialist in nutrition or food service to oversee meal planning, purchasing of food and beverage supplies, and meal preparation if the Contractor elects to employ food service personnel;
7. One Case Manager/Discharge Planner with appropriate educational credentials and experience to qualify as a Certified Professional Counselor- Alcohol/Drug by the Board of Professional Counselors and Therapists; and
8. One physician, physician's assistant, or nurse practitioner to provide consultation services at the program site on an as-needed basis.

AA. Within 30 days of execution of this contract by the County, the Contractor must develop and implement a written service policy and procedure manual that outlines basic program operations and therapeutic practices. The Contractor's service policy and procedure manual must be approved by the County and must meet requirements for the OHCQ for certification and reflect current ASAM standards for both Level III.3 and Level II substance abuse and co-occurring disorders treatment services. The Contractor must maintain documentation showing that each staff member and program administrator has reviewed a copy of the service policy and procedure manual within three (3) weeks of employment and at least on an annual basis thereafter, to include review of each revised or new policy at the time of its issue. The Contractor's service policy and procedure manual must include the following sections:

1. the objectives to be attained by the provision of a Level III.3 residential program and by an IOP service for adult men and women who have complex behavioral health and social problems, to include alcohol and/or drug

dependent individuals, and individuals who have co-occurring Axis I disorders. This section must include descriptions of interventions and counseling techniques which are consistent with recognized "best practices" and evidence-based substance abuse and co-occurring disorders treatment modalities for the target population (e.g., cognitive behavioral, targeting criminogenic behaviors), a description of the integrated smoking cessation program, and stipulations regarding involvement of clients in program development and implementation. The performance measures must include:

- a. reduction in criminal activity among the client population;
 - b. reduction in use of alcohol, tobacco and other drugs with a goal of abstinence from these substances;
 - c. improvement of social and psychiatric stability;
 - d. increased ability to perform activities of daily living to achieve self-care standards that allow for independent living;
 - e. increased employment or ability to become financially self-sufficient through vocational training, education and/or pre-employment skill building;
 - f. increased applications to public assistance and/or government entitlements (SSI or SSDI) to provide at least minimal economic support as measured by number of applications filed and percentage approved;
 - g. provision of ethnically and culturally relevant treatment interventions to include working with non-violent offenders and persons who have experienced chronic homelessness;
 - h. improvement of physical health and dental health of men and women who engage in treatment;
 - i. increased average length of stay in treatment to 180 days; and
 - j. provision of a course of intervention for smoking cessation for those clients who require it and maintain a smoke-free environment.
2. the behavioral criteria used to measure each client's progress toward attainment of the program objectives, both qualitative and quantitative, for the individuals served and for the program as a whole;
 3. a description and justification for the modality of treatment and intensity of services to be utilized and the therapeutic modality to achieve the specified service objectives;
 4. the criteria for admission, discharge, and termination from the program as well as mechanisms for referral to continuing services as defined by the needs of each client's ITP as required by ADAA certification; and
 5. a description of leisure and recreational activities available for clients in the Contractor's program.

BB. The Contractor must develop and implement written policy and procedures, approved by the County, which describe any written agreement(s) with other entities which will offer program enhancements or ancillary services. The Contractor's written agreements with other organizations may include, but are not limited to, the following:

1. a policy and procedure to coordinate the provision of services with other community based health, mental health, dental, vocational, literacy, employment, child-care or other human service organizations;
2. an organizational chart showing the relationship between all participating entities which identifies service function(s) of the Level III.3 and/or Level Two IOP Program (core or enhancement) that each entity is providing; and
3. a provision for involvement of clients in the development, implementation, and evaluation of effective services for the target population of adult men and women.

CC. The Contractor must develop and implement a written client admission policy and procedure approved by the County before providing direct services under this Contract. The Contractor's written client admission policy and procedure must include the following:

1. a requirement that all residential clients be medically examined and cleared by a licensed physician, licensed practicing nurse, or licensed nurse practitioner within 30 days prior to or 72 hours after admission to this program. If, during the course of an examination it is determined that a client is unstable and requires medical or psychiatric treatment, the client must not be admitted to the program until the client's condition is sufficiently stable to participate;
2. provision for a written evaluation for each client that includes the client's psychosocial, legal, medical, educational, psychiatric, alcohol and/or drug treatment needs. The evaluation instruments must include the CAI and ASI and incorporate ASAM dimensions. This written evaluation must be initiated within five (5) days of each client's admission to the program, and must be completed by the Contractor within seven (7) days of admission, in a format approved by the County;
3. assurance that each client admitted to this program meets current ASAM and County admission criteria for each referred client; and
4. a requirement that all clients admitted to this program have a current (annual) TB test.

DD. The Contractor must develop and implement a written policy and procedure for a combined program of residential and intensive outpatient treatment services approved by the County that describes its organization and includes:

1. an organizational chart showing the relationship between and the function of all program staff and administrators; and
2. a written schedule of a minimum of 20 hours per week of daily program activities (Monday through Saturday) for both the residential and IOP

therapeutic interventions and other service components such as ADL skills and educational.

EE. The Contractor must provide annual documentation to the County that the program's governing authority, Executive Director (if applicable), clinical staff, and administrative staff have updated and reviewed the program's policies and procedures for service and organization as described above.

FF. Before providing direct services under this Contract, the Contractor must establish and maintain a schedule of client fees for both the residential treatment and IOP services, and aftercare services (if provided directly by the Contractor). The Contractor must also develop, implement, and maintain a system of charging and collecting fees from clients, to be approved by the County. Fees must be based on the Maryland Department of Health and Mental Hygiene's Ability to Pay Schedule. The Contractor must pursue payments for any Medical Assistance or other applicable third party payments for which services are billable. The County is not responsible for the Contractor's failure to apply or collect such payments and will not make any payments to the Contractor resulting from the Contractor's failure to apply or collect such payments. The Contractor must assist eligible clients in applying for public assistance and other entitlements, and the Contractor's plan must include consideration of any income from public assistance, food stamps, SSI, SSDI or unearned income available to the client.

GG. Within six months of execution of this Contract, the Contractor must develop a policy and procedure approved by the County for the transfer or disposition of the Contractor's caseload of clients referred under this Contract. Upon termination of this 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 the Contractor's caseload;
2. the Contractor's plan to assure that adequate client services are continued;
3. the Contractor's plan to comply with HIPAA and other confidentiality practices, including the security and storage of archival records and materials that contain client-identifying information; and
4. the County's right to review and make a determination of the need of each of the Contractor's County clients for continuing care and financial assistance.

HH. The Contractor must submit a plan for implementing a client satisfaction survey as part of an overall plan for Continuous Quality Improvement (CQI) within 90 days of Contract execution. The Contractor must develop outcome measures for CQI purposes that must be linked to improved client engagement and retention, and improved customer satisfaction. The Contractor's implementation plan and outcome measures are subject to County approval. CQI activities and outcomes are to be reported to the County quarterly and summarized in an annual report that includes modifications that have been made to the program as a result of CQI and customer satisfaction surveys.

II. RECORDS AND REPORTS

A. The Contractor must provide monthly reports of client and service activity and fee collection to the County (in a format approved by the County).

1. The Contractor must utilize the HIDTA Automated Tracking System (HATS) or its successor system, for: accepting client referrals for admission; retrieval of client information including urinalysis reports; referral for continued treatment; and filing of summary reports. Computers, hardware and printers purchased with County funds under this Contract must be returned to the County at the end of the Contract term or upon termination of this Contract.
2. The Contractor must make arrangements with the Bureau of Governmental Research to provide sufficient software and technical assistance for the Contractor to become operational with this management information system. The Contractor must maintain sufficient communication lines to support direct automation linkages with the County from the Contractor's service site. The current provider of this service is the Bureau of Governmental Research (BGR), an affiliate of the University of Maryland Center for Policy Studies.

B. The Contractor must develop and maintain a system of written records approved by the County which must conform to the certification standards for this type of facility and programs as specified in COMAR 10.47.01. The Contractor must make available to the County all client records, including specific medical information contained therein, upon request of the County. At a minimum, each client record must include:

1. the results of the client's medical examination completed by a licensed physician, physician's assistant, or nurse practitioner prior to the client's admission to the facility;
2. the written evaluation of the client's psychosocial, mental health, and addiction treatment needs using ASAM criteria and domains for admission, discharge and continued stay to document the need for this level of care;
3. the client's individual treatment plan, to include specification of a goal of abstinence from alcohol and other drugs (to be monitored via urinalysis) and participation in smoking cessation;
4. the Contractor's daily notes documenting treatment services that have been provided to the client should be maintained with at least monthly documentation of the client's progress in attaining treatment goals based on stated criteria; and his/her participation in developing and reviewing treatment goals;
5. the compliance with HIPAA notice of privacy practices and consents to communicate with collaborating entities for the purpose of treatment and discharge planning;

6. the client's urinalysis results and attendance for, or scheduling of, testing; and
7. the purpose and justification for the client's termination from the program in a summary format approved by the County.

C. The Contractor must collect and maintain census and client demographic data in a statistical format approved by the County. The Contractor must submit to the County monthly statistical reports based upon this census and client data in a format approved by the County, within 10 days after the close of each month. The Contractor must maintain all data in HATS and its successor system and comply with ADAA requirements for electronic reporting of State Automated Management Information System (SAMIS) information.

D. The Contractor must report monthly on the Performance Measures outlined above, in a format approved by the County. The Contractor must submit monthly written reports regarding these measures, on clients who have been discharged from the Contractor's program that month.

E. The Contractor must develop and implement a plan, to be approved by the County, to maintain an internal quality review system that includes a customer satisfaction survey and a mechanism for addressing customer complaints, resolving grievances of consumers (COMAR 10.47.01.07) and employees, and taking corrective action following serious incidents. A quality improvement committee must be established and be empowered to routinely review and revise clinical and operational matters of this facility and to report quarterly to the County on their efforts and progress.

F. The Contractor must develop and implement a plan, to be approved by the County, to provide the County with a daily census for both levels of care and a monthly report of the utilization and occupancy rates by the 15th of the subsequent month. Any discrepancies between the Contractor's report and SAMIS or HATS or its successor system data must be reconciled within 10 business days.

III. OUTCOMES

A. The Contractor must support the County mission for HHS of "Building a healthy, safe and strong community- one person at a time" by documenting the number of clients:

1. who are active and participate in residential or IOP treatment for a minimum of 180 days;
2. who obtain employment or disability entitlements while in residential or IOP treatment;
3. who maintain abstinence from alcohol and other drugs of abuse during residential or IOP treatment (as evidenced by negative urinalysis results);
4. who attend the minimum schedule of 12-step fellowship and other community-based support groups or meetings during residential or IOP treatment;
5. who remain arrest free during residential or IOP treatment;

6. who obtain and/or maintain independent (permanent or supportive) housing during treatment, therefore preventing homelessness, prior to discharge;
7. who are provided access to medical care, including dental;
8. with co-occurring disorders who are provided access to mental health care, family therapy, crisis intervention, and/or medication management;
9. who complete smoking cessation activities and achieve abstinence or significant reduction in tobacco use prior to completion of treatment; and
10. who increase skill levels in daily living activities; and increase vocational skill levels and/or complete an education or technical course of study.

IV. COMPENSATION

A. The Contractor's fiscal year line item budget as approved by the County is included as Attachment B to this Contract. Modifications to the Contractor's approved budget during the fiscal year must be justified by the proposing party and must be approved in writing by the County.

B. The County will reimburse the Contractor for all actual and reasonable costs incurred in providing the goods and services described in this Contract, subject to the following limitations:

1. the maximum compensation payable by the County to the Contractor under this Contract must not exceed \$825,000 for the initial contract term;
2. no compensation will be paid for any costs that exceed the relevant line item in the Contractor's approved contractual fiscal year budget by more than 10%; and
3. no compensation will be paid for any costs that exceed the Contractor's approved contractual fiscal year budget; and

C. The total maximum compensation under this Contract for all goods and services as described under Article I., Scope of Services; Article II, Records and Reports; and Article III, Outcomes, above, must not exceed \$832,000 unless modified by an executed amendment and purchase order or change order, or superseded by another purchase order issued by the County's Office of Procurement. Any amounts to be paid to the Contractor must be established in the purchase order(s) executed by the County's Office of Procurement. The Contractor must not perform any services, and the County will not reimburse the Contractor for any services, unless the County has issued a purchase order for a specific period and with a monetary limit on invoices that will be paid under the purchase order.

D. The County will pay the Contractor on a per diem basis (\$120 for fiscal year 2007) for providing services to clients in its residential program who are not Montgomery County residents but are referred by the Prince George's County Health Department or Department of Health and Mental Hygiene through a County-approved procedure.

E. The Contractor must bill and collect fees from third party payers on behalf of clients for the provision of residential and IOP substance abuse and/or mental health services. The Contractor must establish and maintain a schedule of client fees and a method of charging and collecting fees from clients and for services which are billable mental health or substance abuse counseling services approved by the County. The Contractor must ensure that clients who are eligible for billable mental health or substance abuse services are registered as service recipients with Maryland's Administrative Services Organization (ASO) and that service invoices are submitted in a timely manner for collection of payments from these entities. The County will not reimburse the service provider for co-payments which are a client's responsibility. The Contractor may retain all fees collected from self-pay, co-payment and/or insurance reimbursement, including payment on a per diem basis for approved non-County participants in the residential component of care. The Contractor's understanding of its obligation to collect revenue from third party payers under this Contract is set forth in the Contractor's Letter of Commitment dated August 1, 2006, which is incorporated into and made a part of this Contract as Attachment C.

V. INVOICES

A. The Contractor must submit monthly invoices and supporting documentation to the County in a format approved by the County within 30 days after the close of each month. At a minimum, each invoice must include:

1. expenses incurred and a delineation of the amount of outside revenue and fees collected from, and on behalf of, clients that are applied as a reduction in the amount due from the County;
2. the purchase order number under which services were performed, and the un-invoiced balance remaining in the purchase order; and
3. a description of services performed during that month.

B. Monthly invoices may not be processed by the County as described above, if contract requirements such as submission of required reports, submission of policies and procedures and approvals for those policies and procedures, and submission of forms are not delivered, and staffing and/or program requirements are not consistently performed.

C. 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.

VI. TERM

The effective date of this Contract begins **on September 5, 2006.** *Free*

----- The period in which the Contractor must perform all work under this Contract begins on the Contract's effective date and ends on June 30, 2007. Before the contract term ends, the Director at his or her sole option may (but is not required to) renew this contract for two additional one-year periods plus one additional period not to exceed one year for the sole purpose of transfer and disposition of the Contractor's caseload of active clients. Satisfactory performance does not guarantee renewal of this Contract. Renewal is also contingent upon the continuation of grant funding by ADAA.

VII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract between County and Contractor (Attachment A) are incorporated 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 proposed awardee must obtain at its own cost and expense the following insurance with 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 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 during and for two years following completion of the work.

Professional Liability

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 **one million dollars (\$1,000,000)** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer 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 Employer's 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
Department of Health and Human Services/Ron Berger
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

VIII. PRIORITY OF DOCUMENTS

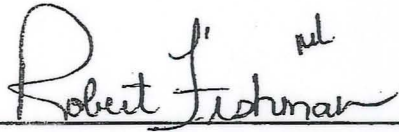
The following documents are incorporated by reference into and made part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms:

- A. This Contract document;
- B. The County's General Conditions of Contract Between County & Contractor (Attachment A); and
- C. The Contractor's County approved fiscal year line item budget (Attachment B).
- D. The Contractor's Letter of Commitment dated August 1, 2006 (Attachment C).

(Signature Page Follows)

SIGNATURES

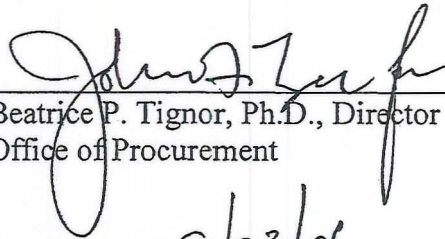
RESOURCES FOR HUMAN DEVELOPMENT, MONTGOMERY COUNTY, MARYLAND
INC.


Signature


Typed Robert Fishman

Title Executive Director

Date August 16, 2006

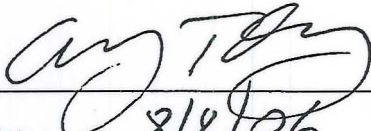

Beatrice P. Tignor, Ph.D., Director
Office of Procurement
Date 8/23/06

RECOMMENDED


Carolyn W. Colvin, Director
Department of Health and Human Services

Date: 7/31/06

APPROVED, OFFICE OF THE COUNTY ATTORNEY


Date 8/8/06

ATTACHMENT A
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

Furthermore, by signing, or performing work under, a contract for services or arising from a grant award to participate in a County-funded program, contractor expressly certifies and agrees that it will not expend County funds to assist, promote, deter, or otherwise influence union activity or organizing, and that it will comply with the requirements of Montgomery County Code, Section 11B-33B.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by THE DIRECTOR, OFFICE OF PROCUREMENT, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage requirements;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute by Contractor arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may, with the contractor's consent, delegate this responsibility to another person (other than the contract administrator). A contractor must notify, in writing, the contract administrator of a claim, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the Contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with County Code Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 .

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of Article 33 of the Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material

14. Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(ies) licensed or qualified to do business in the State of Maryland, and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Forty-five days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for Bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions Attachment and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 of the General Conditions of Contract Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

[Remainder of Page Intentionally Left Blank]

25. PAYMENTS

No payment by the County may be made, or due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

THIS FORM MAY NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY. PMMD-45. REVISED 01/06/05

ATTACHMENT B

AUG 1 2006

MONTGOMERY COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
Program Budget - FY

AGENCY/ORGANIZATION: Resources for Human Development, Inc.

ADDRESS: 4700 Wissahickon Ave., Suite 126,

CITY, STATE, ZIP CODE: Philadelphia, PA 19144

CHIEF EXECUTIVE OFFICER: Robert Fishman, Executive Director

CHIEF FINANCIAL OFFICER: Mary Loomis

TELEPHONE NUMBER(S): 215-951-0300 FAX NUMBER: 215-951-0312

Are financial statements audited annually? If yes, by whom?

Yes. (add name) Shechtman, Marks, Devor, and Etskovitz, P.C.

BUDGET SUMMARY FOR RFP* # 6648025021

CATEGORY	COUNTY	FEDERAL	STATE	OTHER	TOTAL
	GOVERNMENT				
Personnel (Salary & Wages)	394,765			138,702	533,467
Fringe	106,495			37,417	143,912
Operating Expenses	318,740			117,533	436,273
Capital Outlay	5,000			0	5,000
TOTAL	825,000			293,652	1,118,652

I have reviewed the attached budget and am submitting it to the contract monitor for review and approval. I understand that this budget reflects the requirements of the contract referenced above. I also understand that this budget may need to be modified based on subsequent contract amendments.

*If this budget and its justification is being submitted in response to a Request for Proposals and the resulting contract is awarded by the County to our agency, I understand that the budget is subject to change based on contract negotiations with the County.

Robert Fishman, P.C.
Authorized Signature:

Typed Name, Title: Robert Fishman, Executive Director

Approved
CMC/colman, P.C.
08/03/2006

ATTACHMENT H

Date: July 25, 2006

MANAGEMENT COSTS

(Complete only if these costs are included in program budget.)

An example of a direct cost is a percentage of Director's time to oversee program. An example of an indirect cost is a fee for an audit.

Direct Cost	Indirect Cost
\$1,118,652	\$145,911

IDENTIFICATION OF FUNDING SOURCES

List all sources of revenues for program including public agencies, private foundations, contributions, project income (fees), United Way, etc. *PLEASE SEPARATE COUNTY FUNDING BY DEPARTMENT AGENCY.*

If your agency currently has a contract with the County for this service and this is for a renewal, please provide the amount of funding for the current fiscal year and fill in the year. If your agency is responding to an RFP, please complete the column labeled "FY_ Projected Amount" and supply the relevant fiscal year.

FUNDING SOURCE	FY 2006 AMOUNT (if applicable)	% OF CONTRACT BUDGET	FY 2006 PROJECTED AMOUNT	% OF BUDGET
County			825,000	74%
Medicaid Medical Assistance			162,926	14%
Room and Board			35,840	3%
Food Stamps			6,720	1%
Prince George County			64,166	6%
PRP Services			24,000	2%
TOTAL			1,118,652	100%

NUMBER OF MONTGOMERY COUNTY CLIENTS SERVED

FY 2006	ESTIMATED	PREVIOUS YEAR ACTUAL (if applicable)
	20 Residential 20 IOP	

ATTACHMENT H

BUDGET BREAKDOWN: Account for all full-time and part-time positions.

PERSONNEL JUSTIFICATION: New contractors please provide a brief explanation and justification for each position listed. All figures should be rounded off to the nearest whole dollar. Renewing contractors must provide justification for new or deleted positions from the previous fiscal year. Use additional pages if necessary.

JOB TITLE (salaried employees)	% OF TIME	TOTAL SALARY	TOTAL FRINGE \$	HOURLY RATE	AMOUNT TO BE PAID THROUGH CONTRACT	AMOUNT TO BE PAID BY OTHER SOURCES
Project Director	100	58,333	15,749	33.65	54,821	19,261
Clinical Director	100	50,000	13,500	28.85	46,990	16,510
Certified Addiction Counselor	300	116,667	31,500	21.63	109,644	38,523
Assisted Daily Living	100	20,800	5,616	12.00	19,548	6,868
Counselor Aides	640	133,120	35,942	12.00	125,106	43,956
Life Skills Manager	100	20,800	5,616	12.00	19,548	6,868
Secretarial Support	100	20,800	5,616	12.00	19,548	6,868
Office Manager / Billing	100	31,667	8,550	18.27	29,760	10,457
County Eligibility Worker	20	14,320	3,866	8.26	13,458	4,728
Housekeeper / Grounds Keeper	20	4,160	1,123	12.00	3,909	1,374
Case Manager	100	29,167	7,875	19.23	27,411	9,631
Psychiatric Nurse	50	20,833	5,625	24.04	19,579	6,879
Relief	46	12,800	3,334	12.00	11,939	4,195
		533,467	143,912		501,261	176,118

Justification: See Attached Narrative
Justification:
Justification:
Justification:

TOTAL SALARIES: \$533,467

**Adult Addiction Treatment Program
and Intensive Outpatient Program
Budget Projection Worksheet
STAFFING 20**

	FTE	Hrly Rate	Full Time	Part Time
Project Director	1.00	28.04	58,333	
Clinical Director	1.00	24.04	50,000	
Certified Addiction Counselor (LPC)	1.00	20.03	41,667	
Certified Addiction Counselor (Therapist)	1.00	18.03	37,500	
Certified Addiction Counselor (Therapist)	1.00	18.03	37,500	
ADL Day	1.00	10.00	20,800	
Counselor Aides - Evening	1.00	10.00	20,800	
Counselor Aides - Evening	1.00	10.00	20,800	
Counselor Aides - Overnight	1.00	10.00	20,800	
Counselor Aides - Overnight	1.00	10.00	20,800	
Counselor Aides - Weekends (Sat)	1.20	12.00		24,960
Counselor Aides - Weekends (Sun)	1.20	12.00		24,960
Life Skills Manager (Cook)	1.00	10.00	20,800	
County Eligibility Worker	0.50	6.88	14,320	
Secretarial Support	1.00	10.00	20,800	
Office Manager / Billing	1.00	15.22	31,667	
Housekeeper / Grounds Keeper	0.20	12.00		4,160
Case Manager	1.00	14.02	29,167	
Psychiatric Nurse	0.50	20.03		20,833
Relief (for four ADL-40 days per year)	0.46	12.00		12,800
Sub Totals	18.06		<u>445,753</u>	<u>87,713</u>
Total Salaries			533,467	

BENEFITS

FICA @.0765			40,810	
Unemploy. .02564 x 1st 8,500			9,598	
Workers Comp. per yr. (.05)			26,673	
Other 4% of FT ees plus			17,830	
\$350 per month for FT			<u>49,000</u>	
Total Benefits			143,912	

CONSULTANTS

Nurse	0.50	60.00	52,000	
Psychiatrist	0.50	150.00	130,000	
Dietician	0.03	30.00	1,500	
Total Consultants			183,500	

ATTACHMENT H

OPERATING EXPENSES

OPERATING EXPENSE JUSTIFICATION:	COUNTY	OTHER	TOTAL	% OF CHANGE FROM PREVIOUS YEAR IF ANY
New contractors please provide a brief explanation for each item listed. Renewing contractors must justify changes of more than 10% from the previous year.				
A. Consultants	137,921	47,246	185,167	
B. Staff Development/Hiring/Training	925	325	1,250	
C. Travel	2,357	828	3,185	
D. Facility Expense(s)				
a. rent	0	0	0	
b. utilities*	0	0	0	
c. maintenance*	8,880	3,120	12,000	
E. Communication (telephones, etc.)	6,166	2,167	8,333	
F. Equipment Maintenance (new, repair, & rentals)	4,501	1,582	6,083	
G. Supplies (office & other)	46,978	16,506	63,484	
H. Insurance	4,706	1,654	6,360	
I. Postage	185	65	250	
J. Printing	61	22	83	
K. Audit	0	0	0	
L. Other (please indicate) Special Projects	1,234	433	1,667	
Purchase Services – Practitioner	1,234	433	1,667	
Miscellaneous Operating	617	216	833	
Administrative Overhead	107,974	37,937	145,911	
	323,739	112,534	436,273	

TOTAL OPERATING \$ \$436,273

*If County space is provided under the terms of a contract
or RFP.

Detail breakdown of Operating Expenses

A: Consultant = \$185,167

Casual Wage: \$1,667

Consultant: \$183,500

B: Staff Development / Hiring / Training = \$1,250

Staff Development: \$1,250

C: Travel = \$3,185

Staff Travel: \$2,275

Client Travel: \$910

D: Facility Expense / Maintenance = \$12,000

Housekeeping: \$6,000

Household Goods: \$6,000

E: Communications = \$8,333

Telephone: \$7,000

Advertising: \$1,333

F: Equipment Maintenance = \$6,083

Small equipment: \$1,667

Equipment repair / maint. \$2,500

Vehicle gas / oil: \$1,083

Vehicle repair / maint. \$833

G: Supplies: \$63,484

Office supplies: \$5,000

Copier / Computer supplies: \$2,000

Medical Supplies: \$400

Drugs: \$4,167

Clothing: \$417

Food: \$43,333

Rehab. Supplies: \$8,000

Library: \$167

H: Insurance = \$6,360

Vehicle Insurance: \$3,360

Liability / Professional: \$3,000

I: Postage = \$250

J: Printing = \$83

K: Audit = \$0

L: Other = \$150,078

Special Projects: \$1,667

Purchase Services - Practitioner = \$1,667

Miscellaneous Operating - \$833

Administrative Overhead - \$145,911

TOTAL: \$436,273

ATTACHMENT H**CAPITAL OUTLAY**

CAPITAL OUTLAY JUSTIFICATION: In the space below, briefly explain why capital items are requested. All Capital Outlay purchases become the property of Montgomery County upon termination of this Contract as required by the conditions contained therein. Items purchased with County Funds shall be affixed with a Montgomery County sticker and become part of the government's inventory. Please call the Contract Manager to register your purchase, 217-1233.

DESCRIPTION OF ITEM	QUANTITY	UNIT COST	COUNTY	OTHER	TOTAL
Furniture	10	500	5,000		5,000
Replacement					
Item: See Attached Narrative					
Item:					
Item:					
Item:					

TOTAL CAPITAL OUTLAY \$ 5,000

Exhibit C

INSURANCE REQUIREMENTS:

A. Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for each occurrence, and TWO MILLION AND NO/100 DOLLARS (\$2, 000,000.00) in the aggregate. Licensee agrees to provide a one (1) year discovery period under the policy. Such policy shall be issued by an insurance company licensed in the State of Maryland and acceptable to the County, which policy must include the following coverage:

1. Contractual Liability
2. Premises and Operations
3. Independent Contractors
4. Products and Completed Operations during and for two years following completion of the work.

B. Licensee agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for policy limits for bodily injury by disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) each employee for bodily injury by disease.

C. Licensee agrees to obtain and maintain during the License Term or any Renewal Term of this License, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy of professional liability insurance covering errors and omissions and negligent acts committed during the License Term and any Renewal Term, with a limit of liability in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each occurrence, and TWO MILLION AND NO/100 DOLLARS (\$2 000,000.00) in the aggregate and a maximum deductible of TWENTY-FIVE THOUSAND DOLLARS (\$25,000). Licensee agrees to provide a one (1) year discovery period under the policy.

D. Licensee must obtain and maintain 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:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles

D. Licensee must maintain adequate fire, theft and vandalism insurance for the contents on the Licensed Premises.

EXHIBIT C