CONTRACT

This contract (the "Contract") entered into this 26th day of January, 2009, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and FRAYSER MILLINGTON NORTH SHELBY MENTAL HEATLH CENTER, INC., DBA COMPREHENSIVE COUNSELNG NETWORK, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY issued RFP 09-009-16 seeking qualified behavioral health professionals to provide post-booking jail diversion services for persons with serious mental illness; and

WHEREAS, CONSULTANT has been selected as the most qualified candidate and wishes to provide and has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the Scope of Work which is attached hereto as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence on March 15, 2009 and continue through March 14, 2010. The term of this contract shall, upon mutual written consent of the parties, be renewable for three additional one-year periods, subject to appropriation of funding by the Shelby County Board of Commissioners.

2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed THREE HUNDRED EIGHTY THOUSAND AND 00/100 ($380,000.00) Dollars (the "Fee") during the term of this Contract which shall include all expenses.

3. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 29 of this Contract to the attention of the Director of the Division of Community Services. The COUNTY shall pay such invoices within thirty (30) days of receipt and approval of said invoices. The COUNTY is not obligated to pay, and will

withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract. The CONSULTANT is only authorized to incur costs to the extent that purchase orders have been issued by the COUNTY.

III. GENERAL CONDITIONS

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), Title XI and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then

be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Reports. CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

27. Confidentiality of Records. The parties hereto mutually agree that, to the extent required by law and by the terms of the Master Grant Agreement, records of any inmate or caregiver shall be kept confidential and shall not be shared professionally with any parties other than duly authorized COUNTY and FOUNDATIONS personnel, except with the permission of the person whose records

are shared, if competent to give such consent, or otherwise with the permission of a person having authority to act on behalf of the person whose records are shared. FOUNDATIONS shall provide complete access to said records to COUNTY personnel who are authorized by the COUNTY to receive confidential information

28. Right To Request Removal of Consultant's Employees. The COUNTY may interview the personnel CONSULTANT assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

29. Notice. Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Division of Community Services
160 N. Main Street, Suite 801
Memphis, Tennessee 38103
Attn.: Dottie Jones, Director

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: Comprehensive Counseling Network
2150 Whitney Avenue
Memphis TN 38127
Attn.: Janet Whaley, Executive Director

30. HIPAA. CONSULTANT warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not

limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN $1,000,000

Minimum Limits of Insurance

For all services and operations under this agreement Consultant/provider shall maintain coverage with limits of no less than:

Consultant/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* $1,000,000 limit per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$2,000,000 General Aggregate/$2,000,000 Products-Completed Operations Aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
   a) Premises/Operations
   b) Explosion, Collapse, & Underground property coverage
   c) Products/Completed Operations
      d) Contractual
      e) Independent Contractors
      f) Broad Form Property Coverage
   g) Personal Injury

2) *Business Automobile Liability Insurance* - $1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
   a) Owned/Leased Autos
   b) Non-owned Autos
   c) Hired Autos

3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for $1,000,000 per accident.

4) *Professional Liability Insurance* - $1,000,000 per claim/$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

V. RIGHT TO MONITOR AND AUDIT

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED: SHELBY COUNTY GOVERNMENT

_____ _____

Contract Administrator/ A C Wharton, Jr., Mayor
Assistant County Attorney

FRAYSER MILLINGTON NORTH SHELBY MENTAL HEATLH CENTER, INC.
DBA COMPREHENSIVE COUNSELNG NETWORK

BY: Janet W Lacey

TITLE: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Janet Whaley with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Frayser Millington, the within named bargainor, a corporation, and that he as such Director, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this 26th day of January, 2006.

Wilhemina Becton
Notary Public

My Commission Expires: _____

WILHEMINA BECTON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. JULY 17, 2012

Exhibit A

JERICHO PROJECT SCOPE OF SERVICES

1. Overview. Contract services are to provide comprehensive transitional case management for persons with serious mental illness released from detention under court supervision. Services will implement an intensive forensic case management model to provide linkage from jail to mainstream community services to support long term recovery and reduce criminal justice recidivism, both in frequency of arrest and in length of confinement. The services form the operational infrastructure of the *Jericho Project*, and will deliver behavioral health best practices, evidence-based treatment, and demonstrate commitment to principles in the National Consensus Statement on Mental Health Recovery.

2. Staffing. Five fulltime staff include (1) team supervisor, (1) master's level therapist, (2) fulltime case managers (*"recovery support specialists"*), and (1) case manager/IOP assistant. Staff will function as an interdisciplinary team to provide comprehensive jail diversion services to 80 candidates annually.

3. Client Engagement. Provider will respond to referrals managed through a roundtable staffing (*"Jericho Roundtable"*) and meet twice weekly with key agencies from Shelby County government. Provider will utilize culturally competent strategies for client engagement, including motivational interviewing. Recovery support specialists will have weekly face to face contact with clients who are in custody during the referral process, and shall conduct initial in-custody interview within 72 business hours. Provider will conduct clinical review to confirm candidate's linkage readiness and determine level of community based-treatment warranted.

4. Transition Planning. Provider will utilize *A Best Practice Approach to Community Re-entry from Jails for Inmates with Co-occurring Disorders: The APIC Model* as the basis for developing transition plans. Provider will develop Community Linkage Plans (CLP) tailored to the needs of the individual in key domains of service, including: safe housing, case and medication management, community-based treatment, income/benefits strategies, accessing medical coverage, etc. Provider will broker access to available community resources and services, coordinate a housing plan, and secure community appointments for treatment services upon release. CLPs are due within two weeks of referral. Provider will have a minimum of one week to develop initial CLP. CLPs are due at the Roundtable meeting prior to the next scheduled court date. Bridge medication (a twenty day supply) will be provided by the jail medical provider. Transition planning is considered a continuing process throughout the active linkage. At the end of intensive case management Provider will file a Continuing Recovery Plan.

5. Linkage. The Community Linkage Plan will deliver specific linkage strategies for each jail diversion candidate in each of the relevant domains of service. Linkage includes coordinating access to services delivered by other community behavioral health providers when it serves the client's best interests. Preferences of the service recipient will be respected when identifying service providers, including referrals for continued treatment, medication management, A&D or co-occurring services and therapeutic housing. Provider will develop and maintain an up-to-date "toolkit" of community resources relevant to the needs of the target population, and will share resources with County systems to support efforts to expand jail diversion capacity. Provider will utilize *"Finding the Key"* (Bazelon Center) and the SAMHSA SOAR initiative as guidelines for seeking income and insurance supports, including the application for or restoration of entitlements. Shelby County endorses the inclusion of peer specialists to support successful linkage should resources become available in the community.

6. Intensive Forensic Case Management. Linkage candidates will receive a minimum of 120 days of intensive transitional case management services following release from custody. These services will support successful implementation of the strategies set forth in the Community Linkage Plan. Recovery support specialists will provide clinical support and problem-solving assistance to service recipients to foster compliance with both treatment and court ordered conditions of release. Intensive forensic case management begins when the individual is released from detention. The recovery support specialist will provide transportation from the detention facility upon release. During the first week following release, Provider will have daily contact with the service recipient. During the first week, Provider will have a minimum of three face to face contacts with the client.

7. Court Communication. Status letters, notices of noncompliance, and other written communication to the court system is the primary mode of communication with the justice system. Provider staff must communicate with the criminal justice agencies in a professional manner. Community linkage plans shall be drafted in a format suitable for inclusion by reference in court orders.

8. Intensive Outpatient Treatment. Provider will deliver direct services for persons with serious mental illness and for those with co-occurring substance use disorders that demonstrate proficiency in evidence-based integrated treatment modalities. Intensive outpatient group for the treatment of co-occurring disorders will be provided no less than three times a week, with a combination of additional specialized individual or group therapies to address issues such as trauma history, employment goals, and money management, delivered on alternating days as needed based on the individualized needs of each participant. Intensive groups of this nature require a master's level therapist to

provide the primary therapeutic services of the Intensive program, with an additional case manager who will facilitate groups and lead special needs services requiring lesser clinical skills. Post-release support and treatment groups will include psycho-education for illness management, relapse prevention training, and coping skills. Direct outpatient treatment services should be gender-specific and trauma-informed where appropriate.

9. Safe Housing. Safe, suitable housing is a significant linkage success factor. Accessing housing is a significant undertaking and requires strategies to locate safe housing for candidates who do not have adequate personal or family based options for housing, especially where supportive housing is indicated.

10. Aftercare, Relapse Prevention, Re-engagement and Residential Treatment. Provider will deliver or provide linkage to quality aftercare services designed to avoid relapse. In the event of a relapse, Provider will make reasonable efforts to re-engage service recipients. When relapse involves resumed substance use, Provider will assess service recipient for admission to residential treatment to address co-occurring disorders, subject to budget limitations, and may subcontract with qualified third-party provider(s) to provide access to licensed residential treatment to address substance abuse relapse for persons with co-occurring disorders.

11. Outcomes. Expected outcomes include successful linkage of 85% of individuals who are released, with success defined as no further incarceration during the first 120 days. Provider will participate in ongoing and process and outcome evaluation regarding service delivery and service impact. Provider will participate in technical assistance and training as designated by the County regarding evidence-based practices relevant to the areas of service herein defined.

12. Transportation. Provider will provide transportation as needed to support successful linkage, until other reliable systems can be implemented, to key events including court appearances, medical appointments, and to meet probation supervision requirements.

13. Contingency Resources. Provider will deliver services to address foreseeable contingencies, such as the need for temporary prescription medication, bus vouchers, securing identification, deposits to access housing, and other appropriate needs.

CONTRACT NO. CA _____

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Comunity Services

2. Preparer's Name, Telephone #, and E-Mail Address:
   Dottie Jones, 545-4274, dottie.jones@shelbycountytn.gov

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   Post-booking jail diversion services for persons with serious mental illness

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Comprehensive Counseling Network
   2150 Whitney Avenue
   Memphis TN 38127
   VENDOR NO. 68252
   EOC NO.

5. COST OF ITEM OR SERVICE REQUESTED: $115,000.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: March 15, 2009 - March 14, 2010

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   010-480105-6637 - $115,000.00

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. [X] Bid/RFP Process - # & Date RFP #09-009-16 - September 4, 2008
   b. [ ] Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description
    - [ ] MBE (MINORITY OWNED BUSINESS ENTERPRISE)
      - [ ] MALE [ ] FEMALE
    - [ ] WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    - [ ] LOSB (LOCALLY OWNED SMALL BUSINESS)
      ANNUAL SALES DOES NOT EXCEED $3 MILLION
    - [ ] N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE 01/26/09