NOTICE OF AWARD OF CONTRACT

TO:
SERVICESOURCE
6295 EDSALL ROAD
SUITE 175
ALEXANDRIA, VA 22312

DATE ISSUED:
JULY 14, 2009

CURRENT REFERENCE NO:
140-09

CONTRACT TITLE:
COMMUNITY INTEGRATION CENTER

PRIOR REFERENCE NO:
328-08

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on APRIL 8, 2009. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2010.

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

The contract documents consist of the terms and conditions of Agreement No. 140-09, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 140-09

ATTACHMENTS:

AGREEMENT NO. 140-09

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: LISA MORGAN VENDOR TEL. NO.: 703-461-1199
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR FAX. NO.: 703-461-3906
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-0901256
COUNTY CONTACT: DON CONLEY COUNTY TEL. NO.: 703-228-1704

CONTRACT AUTHORIZATION

DATE
7/14/09

DISTRIBUTION

VENDOR: 1
BID FOLDER: 3

IYETTE GONZALEZ PROCUREMENT OFFICER
THIS AGREEMENT is made, on the date of execution by the County, between ServiceSource, 6295 Edsall Rd., Suite 175, Alexandria, VA 22312 (Contractor), a Virginia Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Reporting Requirements) and Exhibit C (Proposed Budget sheet). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County services to clients of the Arlington County Department of Human Services with a primary diagnosis of Intellectual/Developmental Disabilities. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.
CONTRACT TERM
Work under this Agreement will commence on July 1, 2009 be completed no later than June 30, 2010 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties (OPTIONAL: "issuance of a Notice Of Award"), authorise continued operations of the Contractor under the same contract unit prices for not more than four additional twelve (12) month periods from July 1, 2010 to June 30, 2014 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms in Exhibit B up to a maximum amount of $198,006. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

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

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

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

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

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

Agreement No. 140-09
Page 2 of 21
C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

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

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

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE

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

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.
ETHICS IN PUBLIC CONTRACTING

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

LIABILITY

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

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

ASSIGNMENT

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

APPLICABLE LAW

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

AUTHORITY TO TRANSACT BUSINESS

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

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

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

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

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

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.
ARBITRATION

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

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.
PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

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

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

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

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

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

Agreement No. 140-09
Page 8 of 21
REPORT STANDARDS
Reports or written material prepared by the Contractor in response to
the requirements of this Contract shall, unless otherwise provided for
in the Contract, meet standards of professional writing established for
the type of report or written material provided, shall be thoroughly
researched for accuracy of content, shall be grammatically correct and
not contain spelling errors, shall be submitted in a format approved in
advance by the Project Officer, and shall be submitted for advance
review and comment by the Project Officer. The cost of correcting
grammatical errors, correcting report data, or other revisions required
to bring the report or written material into compliance with the
Contract requirements shall be borne by the Contractor.

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

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

PAYMENT TERMS
The Contractor will be paid monthly. Within 10 days after the last day
of each month the Contractor shall submit, for approval by the Project
Officer, an invoice describing the total Work done, during the
preceding month. The Project Officer shall either approve the invoice
or require corrections. The County will pay the Contractor within 30
days after the date of receipt of a correct (as determined by the
Project Officer) invoice approved by the Project Officer. The amount
paid shall be based on the total Work completed during the month,
subject to the Project Officer's acceptance of the Work. The number of
the Purchase Order by which authority shipments have been made or
services performed shall appear on all invoices. Invoices shall be
submitted in duplicate.

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

**TERMINATION FOR CAUSE**

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

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

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

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

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

In the event any termination for cause shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.
TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontractors and settle all outstanding liabilities and claims.

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

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:
Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

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

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

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

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

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

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

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.
The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SSN/EIN

AUTHORIZED
SIGNATURE:

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 7/14/09

SERVICESOURCE

TAXPAYER
ID NUMBER, 54-0901256

AUTHORIZED
SIGNATURE:

NAME AND TITLE: Bruce Patterson, Senior VP
DATE: 7/5/09

Agreement No. 140-09
Page 13 of 21
EXHIBIT A

SCOPE OF WORK

AGREEMENT NO. 140-09

SCOPE OF WORK
The Contractor provides services to clients of the Arlington County Department of Human Services with a primary diagnosis of Intellectual/Developmental Disabilities "IDD", for a period up to five (5) years. Services shall be part of a Community Integration Center "CIC".

THE HABILITATION PROGRAM
The Contractor shall provide supervision of clients based on the individualized program service being provided. Staff to client ratios shall comply with licensure requirements and Medicaid requirements. The Contractor shall discuss the ratio with the Interdisciplinary Team (IDT) serving the client.

The CIC activities shall be conducted in widely varying community locations in Arlington. Locations may include libraries, animal shelters, movie theatres, restaurants, and offices, as specified in each client's ISP. Community hazards such as vehicular traffic and weather changes are present on a regular basis. The Contractor shall make every effort to minimize risks, accidents, and incidents involving participant-to-participant interaction. When community integration activities are offered outside of Arlington County the Contractor must obtain an advance written permission from the client's family, caregiver, or guardian.

The program shall provide an opportunity for clients with significant disabilities, who might not otherwise be able to access the community, to explore and work in a community setting. The services shall include facilitation of maximum community participation; opportunities for paid and volunteer work; highly individualized itineraries unique to each group, and shall be based on the needs and preferences of the individuals of the group. Transportation to and from the various sites shall be provided by the Contractor.

The program shall include paid work opportunities to be developed by the Contractor within Arlington County. Through maximum community integration the program shall establish volunteer work in such facilities as public libraries, animal shelters, and senior centers.

The Contractor shall provide center-based employment to clients with intellectual, developmental, physical, and emotional disabilities. Under this service model, clients are engaged in paid employment and may be eligible for employee benefits. The Contractor shall configure the CIC to accommodate contract work on site.

The Contractor shall evaluate daily itineraries to ensure programming is individualized and consistent with client assessments and preferences.
Medical and Behavioral Monitoring - As specified in each ISP for clients with identified medical needs, the Contractor shall provide basic medical monitoring of clients by a visiting medical professional with LPN or RN credentials. The Contractor shall report any health issues identified by such monitoring to the County Project Officer. This service shall be provided by an agency or an individual licensed in Virginia to perform such work.

The Contractor shall provide behavioral support services to the clients for whom the client, family, caregivers, case manager, and others selected by the client (ID Team) has identified this need in the ISP. This service shall be provided by an agency or an individual who possesses the above identified credentials and is approved by the County Project Officer. It is highly recommended that this service be provided by a MR Waiver provider of therapeutic consultation.

As required by State licensure, the Contractor's personnel assigned to this contract shall be trained on first aid and CPR to ensure that a minimum of one (1) Contractor's staff member with such training is available at all times during the operation of the CIC. The Contractor shall always refer medical emergencies to local medical emergency personnel immediately. Contractor's personnel assigned to this contract shall also be trained in behavioral supports, as required by State licensure.

Extended Operating Hours - General operating hours for the CIC will be from 9:00 a.m. until 3:00 p.m. The CIC will also have staff available to serve Clients who request planned extended hours, from 8:00 a.m. to 9:00 a.m., and from 3:00 p.m. until 5:00 p.m. Activities offered during these times will be as described above, and provided to those Clients who request them at no additional cost to the County.

Community Integration Activities will include but not be limited to education, socialization, leisure options through exposure to community resources, recreational activities including community outings, sensory integration, art therapy, music therapy, occupational therapy, physical therapy, nursing care, food preparation, self care and life skills training, volunteer work, clerical and other contract work, and custodial duties. These services provide for the opportunity for social, physical and emotional growth with the goal of guiding each person to his or her highest level of independence.

Transportation to and from the CIC will be provided by residential providers for those consumers living in residential programs within Arlington, and by Arlington County or Medicaid transportation providers for others. Some may choose private means of transportation. Transportation to and from program activities within the operating hours of the CIC will be the responsibility of the Contractor.

Stakeholders - The Contractor shall regularly communicate with client's family members, guardians, and stakeholders associated with the CIC. The Contractor shall survey CIC stakeholders regarding their level of satisfaction with the services being provided. The input shall be used to improve and change service design. However, any such changes must be approved by the County Project Officer before implementation.
To communicate the activities of the CIC the Contractor shall provide client’s family members, guardians, and stakeholders with information in formats that are of value to them to include letters, newsletters, or other mediums.

The Contractor shall provide specific staff support to the Friends of the CIC. This staff support shall include logistical support requested by the Friends of the CIC such as mailings, database creation/update/retrieval, meeting room set up, monthly update, meeting location identification, and facilitation.

The Contractor understands that the dollar amount paid by Arlington in future contract years may be limited in terms of growth. The Contractor will support the differential between the actual program cost and the reimbursement at the percentage necessary to preserve the level of services in future years. Their intent is for that support to be drawn from the Service Source Foundation or other charitable donations. If that does not materialize, Service Source will support the cost.

The Contractor will seek and use MR Waiver providers of behavioral consultation whenever possible. The Contractor will provide funding for any and all behavioral consultation hours which are necessary above the allotted 10 hours for which a MR Waiver provider cannot be secured.

LOCATION

The Contractor has elected to use the existing County owned facility, located at the Woodmont Center, 2422 N. Fillmore Street, for the purposes of operating the CIC. The Contractor has expressed an interest in identifying an additional site when the census of the CIC reaches 50 participants.

Any additional site for the CIC shall be located in Arlington County in a facility that meets the following criteria:

- Well maintained
- Attractive
- Safe
- Light traffic
- Green outdoor
- Inviting
- Space appropriately designed and furnished for the CIC use
- Leisure space with home-like seating
- Space for meetings
- Accessible to public transportation

Prior to use by the Contractor, the County will assure that the building at the additional site meets all applicable fire/health/safety code requirements and will be determined to meet applicable state licensure requirements. The building and external areas are determined to be sufficient for the operation of the CIC and include adequate space for the staging of vehicles required to perform the Work.

The County Project Officer will notify the Contractor in writing when the new site is approved for operation.
The County will be responsible for ongoing maintenance and repair to the Woodmont Center to ensure the building continues to meet all applicable requirements. The Contractor shall maintain the parts of the facility allocated for CIC use in a neat and orderly condition and shall promptly notify the County Project Officer of matters related to the condition of the building that require repair.

The Contractor shall establish methods of ensuring that all keys issued to the Contractor by the County are safeguarded and are not used by unauthorized persons. The Contractor shall be required to replace, re-key, or to reimburse the County for replacement of locks or re-keying required as a result of Contractor lost keys.

The Contractor shall report the occurrence of a lost key promptly to the County Project Officer.

REPORT REQUIREMENTS
Refer to Exhibit B for required reports and due dates. The Contractor shall send all reports to the Project Officer.
## REPORTING REQUIREMENT

### AGREEMENT NO. 140-09

<table>
<thead>
<tr>
<th>Report or Designated Product</th>
<th>Copies</th>
<th>Date due or Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Client Service data spreadsheet (attendance)</td>
<td>1</td>
<td>10 calendar after end of month</td>
</tr>
<tr>
<td>B. Individual Service Plan (ISP) and ISARs</td>
<td>1</td>
<td>Minimum of 10 days prior to effective date</td>
</tr>
<tr>
<td>C. Outcome Measures and Client Wages Reports</td>
<td>1</td>
<td>August 31</td>
</tr>
<tr>
<td>D. Contractor’s Annual Report</td>
<td>1</td>
<td>30 days following publication</td>
</tr>
<tr>
<td>E. Annual Audit</td>
<td>1</td>
<td>November 15</td>
</tr>
<tr>
<td>F. DMHMRSAS Licensure Reports &amp; Corrective Action Plans</td>
<td>1</td>
<td>Five workdays following Receipt</td>
</tr>
<tr>
<td>G. Client Incident Reports</td>
<td>1</td>
<td>Within 24 hours; finalized follow up within 10 business days</td>
</tr>
<tr>
<td>H. Human Rights, APS, Licensure Reports</td>
<td>1</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>I. Staff Training Report</td>
<td>1</td>
<td>Quarterly</td>
</tr>
<tr>
<td>J. Revisions to Policies &amp; Procedures</td>
<td>1</td>
<td>Within ten workdays</td>
</tr>
<tr>
<td>K. Other reports deemed necessary by Project Officer</td>
<td>1</td>
<td>Upon request</td>
</tr>
<tr>
<td>L. Individual Client Progress Reports (Quarterly)</td>
<td>1</td>
<td>Within 10 workdays of end of client quarter</td>
</tr>
<tr>
<td>M. Client Discharge Reports</td>
<td>1</td>
<td>Within 5 workdays</td>
</tr>
<tr>
<td>N. Medicaid Waiver Revenue Report (Remittance Voucher)</td>
<td>1</td>
<td>Within 5 workdays of receipt</td>
</tr>
<tr>
<td>O. Response to referrals</td>
<td>1</td>
<td>Within 10 workdays</td>
</tr>
<tr>
<td>P. Projected Annual Budget</td>
<td>1</td>
<td>By April 1 for the following fiscal year</td>
</tr>
<tr>
<td>Q. Copies of Renewed Certifications (Licensure, DMAS (First Health), CARF, etc...)</td>
<td>1</td>
<td>Five workdays following receipt</td>
</tr>
<tr>
<td>R. Prior Notification of CARF Review Dates</td>
<td></td>
<td>When dates are known</td>
</tr>
<tr>
<td>S. CARF Written Report of Review</td>
<td>1</td>
<td>Within 5 workdays of receipt</td>
</tr>
</tbody>
</table>
### REVENUE

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Funding Source</th>
<th>Rate</th>
<th>Utilization</th>
<th>Number of clients</th>
<th>Annual Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEDICAID Day Support Reg Intns</td>
<td>Medicaid</td>
<td>30.42</td>
<td>88.59%</td>
<td>4</td>
<td>$53,438</td>
</tr>
<tr>
<td>MEDICAID Day Support Hi Intns</td>
<td>Medicaid</td>
<td>43.3</td>
<td>88.59%</td>
<td>16</td>
<td>$304,254</td>
</tr>
<tr>
<td>ARL CSB Day Support</td>
<td>Arl ID</td>
<td>114.72</td>
<td>80.84%</td>
<td>10</td>
<td>$234,621</td>
</tr>
<tr>
<td>ARL CSB 1:1</td>
<td>Arl ID</td>
<td>188.66</td>
<td>80.84%</td>
<td>1</td>
<td>$38,584</td>
</tr>
<tr>
<td>ARL - ICF MR</td>
<td>ICF</td>
<td>114.72</td>
<td>80.84%</td>
<td>9</td>
<td>$214,219</td>
</tr>
<tr>
<td>ICF 1:1</td>
<td>ICF</td>
<td>188.66</td>
<td>80.84%</td>
<td>1</td>
<td>$39,143</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$684,259</strong></td>
</tr>
</tbody>
</table>

### Other Revenue (please list)

<table>
<thead>
<tr>
<th>Service</th>
<th>Source</th>
<th>Foundation and other charitable contributions</th>
<th>Annual Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>$105,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$105,000</strong></td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL REVENUE** $989,748

### EXPENSES

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Number of employees within job title</th>
<th>% of time dedicated to CIC</th>
<th>Annual Salary (for all in job title)</th>
<th>Annual fringe (for all in job title)</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CIC Program Manager</td>
<td>1</td>
<td>100</td>
<td>$77,353</td>
<td>$18,587</td>
<td>$95,941</td>
</tr>
<tr>
<td>2 Assistant CIC Mgr.</td>
<td>1</td>
<td>100</td>
<td>$55,775</td>
<td>$16,166</td>
<td>$71,942</td>
</tr>
<tr>
<td>3 Cmnty Integration Spec.</td>
<td>13</td>
<td>100</td>
<td>$544,402</td>
<td>$182,835</td>
<td>$727,238</td>
</tr>
<tr>
<td>4 Nurse</td>
<td>0.40</td>
<td>0.40</td>
<td>$21,011</td>
<td>$6,418</td>
<td>$27,429</td>
</tr>
<tr>
<td>5 Skills Trainer</td>
<td>1</td>
<td>100</td>
<td>$34,022</td>
<td>$11,257</td>
<td>$45,279</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$967,826</strong></td>
</tr>
</tbody>
</table>


### Other staff related expenses (please list)

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training</td>
<td>$4,186</td>
</tr>
</tbody>
</table>

Total: $4,186

### Equipment (please list)

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Computer, et al</td>
<td>$1,836</td>
</tr>
<tr>
<td>Laptops, Portable Printers</td>
<td>$490</td>
</tr>
<tr>
<td>Cell Phone</td>
<td>$343</td>
</tr>
<tr>
<td>Furnishings</td>
<td>$2,040</td>
</tr>
<tr>
<td>Sensory Stimulation additions and replacement</td>
<td>$459</td>
</tr>
<tr>
<td>Photocopier</td>
<td>$408</td>
</tr>
</tbody>
</table>

Total: $5,575

### Transportation

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Vehicle type</th>
<th>Vehicle year</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CHEVROLET Astro (replace: 8/11)</td>
<td>2005</td>
<td>$5,712</td>
</tr>
<tr>
<td>2</td>
<td>CHEVROLET Astro (replace: 9/10)</td>
<td>2005</td>
<td>$5,712</td>
</tr>
<tr>
<td>3</td>
<td>CHEVROLET Astro (replace: 2/10)</td>
<td>2005</td>
<td>$5,712</td>
</tr>
<tr>
<td>4</td>
<td>FORD E350 w/ lift (replace: 8/09)</td>
<td>2004</td>
<td>$9,180</td>
</tr>
<tr>
<td>5</td>
<td>CHEVROLET Astro (replace: 10/12)</td>
<td>2004</td>
<td>$5,712</td>
</tr>
<tr>
<td>6</td>
<td>CHEVROLET Astro (replace: 7/09)</td>
<td>2003</td>
<td>$5,712</td>
</tr>
<tr>
<td>7</td>
<td>CHEVROLET Astro (replace: 7/14)</td>
<td>2009</td>
<td>$5,712</td>
</tr>
</tbody>
</table>

Total: $43,452

Vehicle "replacement" cost shown.
### Other Transportation costs (please list)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Travel (gas, oil, maint., tolls, pkg)</td>
<td>$35,343</td>
</tr>
<tr>
<td>Vehicle tags, lic, insur ($3560 per vehicle)</td>
<td>$25,420</td>
</tr>
<tr>
<td>Vehicle Maintenance ($250 per vehicle per year)</td>
<td>$1,530</td>
</tr>
<tr>
<td>Vehicle GPS monitoring ($40 per vehicle per mos.)</td>
<td>$3,427</td>
</tr>
</tbody>
</table>

**Total**  
$85,720

### Other Expenses (please list)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation and other participation fees ($500 per participant per yr.)</td>
<td>$20,910</td>
</tr>
<tr>
<td>Cellular Service ($76 per mos per unit)</td>
<td></td>
</tr>
<tr>
<td>Art Therapy consultant expense ($40 per hr @ 5 hrs per week)</td>
<td>$14,884</td>
</tr>
<tr>
<td>Music Therapy Expense ($35 per hr @ 4 hrs per week)</td>
<td>$10,608</td>
</tr>
<tr>
<td>Dance Therapy ($35 per hr @ 4 hrs per week)</td>
<td>$7,426</td>
</tr>
<tr>
<td>Behavioral Support ($90 per hr x 10 hrs)</td>
<td>$918</td>
</tr>
</tbody>
</table>

**Total**  
$82,171

**TOTAL EXPENSES**  
$1,187,265

**FUNDS REQUESTED UNDER CURRENT RFP/CONTRACT**  
$198,006

**Note:** ServiceSource is offering the option of extended operating hours at no additional cost to the County and therefore does not submit a specific line item cost for that item.