NOTICE OF AWARD OF CONTRACT

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

DATE ISSUED: JULY 2, 2010
CURRENT REFERENCE NO: 256-10-1
CONTRACT TITLE: INTENSIVE SUPPORTED LIVING SERVICES
PRIOR REFERENCE NO: 169-09-1

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

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

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

The contract documents consist of the terms and conditions of Agreement No. 169-09-1 including any exhibits, attachments or amendments thereto.

ATTACHMENTS:

AGREEMENT NO. 169-09-01 - AMENDMENT NO. 1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JOSEPH DZIOBEK
VENDOR TEL. NO.: 401-333-3980
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-979-5079
TAX IDENTIFICATION NUMBER (EIN/SSN): 050-373-414
COUNTY CONTACT: MICHAEL PETER
COUNTY TEL. NO.: 703-228-5003

CONTRACT AUTHORIZATION

IVETTE GONZALEZ
Procurement Officer

DATE 7/2/10

DISTRIBUTION

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

AGREEMENT NO. 169-09-1

AMENDMENT NO. 1

NEW REFERENCE NUMBER 256-10-1

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

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

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

Work under this Agreement will commence on JULY 1, 2010 and will be
completed no later than JUNE 30, 2011.

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

The County will pay to the Contractor no more than $549,306 in total
and payable as follows:

REPLACE PARAGRAPH GROUP A (11 CLIENTS) TO READ AS FOLLOWS:

GROUP A (10 CLIENTS):

For Group A clients, the County will pay to the Contractor the prorated
amount of not more than $416,375, ("Contract Amount") payable in ten
(10) equal monthly installments of $34,697.92 The Contract amount is to
pay for Support Services for a group of 11 consumers labeled as "GROUP
A", and includes the following individuals identified by their
8. C.D., 9. A.Y., and 10. P.C. These 10 individuals do not have Medicaid
funding. The Contractor must request payment for Group A support
services with the BHD Invoice labeled "Intensive Supportive Living
Services-Group A Contract" - (Attachment 1). If there are other client
expenses for Group A clients, the County will not reimburse the
Contractor. These expenses are to be paid out of the monthly contract
payment for Group A clients. However, the Contractor must receive pre-
approval from the Project Officer before incurring "other expenses" on
behalf of any of the individuals listed above. If the Contractor
receives pre-approval for client expenses, the
Contractor must report on the expenses with the "Other Expenses-Group A
Contract" Report (Attachment No. 2).
REPLACE PARAGRAPH OF GROUP B (6 CLIENTS) TO READ AS FOLLOWS:

GROUP B (5 CLIENTS):
For Group B the County will pay to the Contractor no more than $102,931. This is a restricted and itemized cost reimbursable amount reserved for five (5) current clients identified by their initials: R.F., P.J., J.P., L.Y., and S.M. Each of the five consumers has a specific amount of funding that is itemized for specific service(s). Four (4) of the five (5) consumers have funding defined as “other expenses” for the purpose of monthly rent, nursing/medical service, and/or food/other/personal. Attachment 3 lists the “other expenses” currently eligible for reimbursement for each of the four (4) clients identified by the following initials 1.P.J., 2.J.P., 3.S.M., 4.J.M. Attachment 3 “Other Expenses-Group B Restricted Itemized Clients” must be submitted monthly and include the current monthly charges, the previous months charge, and the total charges for all months of the Contract.

Two (2) clients, R.F., and L.Y., have a specific amount of funding reserved for support service units. Client L.Y.’s restricted units of service are only eligible for reimbursement after she has reached the maximum yearly allowable Medicaid units.

The Contractor shall submit “Intensive Supportive Living Services-Group B Restricted Itemized Clients” - Attachment 4 - Invoice for reimbursement requests.

In addition to the Contract Amount, the Contractor may receive a performance bonus totaling up to $30,000 in accordance with the provisions set forth in Scope of Work (Exhibit A).

The Contract Amount includes all of Contractor's costs and fees (profit).

REPLACE ATTACHMENT 1 WITH THE REVISED FORM.

REPLACE ATTACHMENT 3 WITH THE REVISED FORM.

REPLACE ATTACHMENT 4 WITH THE REVISED FORM.

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

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 7/2/10

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

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

ATCS SERVICES, LLC

TAXPAYER ID (SSN/EIN): 54-1850718

AUTHORIZED SIGNATURE: [Signature]
NAME AND JOSEPH D. DODD, RMSG
TITLE: 
DATE: 6-25-10

FELLOWSHIP HEALTH RESOURCES, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND 
TITLE: 
DATE: 

TAXPAYER ID NUMBER, SN/EIN_05-0373414
**INVIOCE**

From: Fellowship Health Resources  
Arlington County Department of Human Services, Behavioral  
Healthcare Division  

To:  

Re: Intensive Supportive Living Services - Group A Contract  

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<tr>
<th>Client</th>
<th>Month</th>
<th>Billed</th>
<th>Annual</th>
<th>Remaining</th>
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<td>July</td>
<td>$416,375.00</td>
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<td>August</td>
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<td>$416,375.00</td>
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<td>September</td>
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<td>June</td>
<td>$416,375.00</td>
<td>$416,375.00</td>
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</table>

Agreement No169-09-1  
New Reference No. 256-10-1  
"Intensive Supported Living Services"
**ATTACHMENT NO.3**

**INVOICE**

Invoice #: ___________________  Date: ___________________

Contract #: ___________________  PO #: ___________________

**From:** Fellowship Health Resources

**To:** Arlington County Department of Human Services, Behavioral Healthcare

**Re:** Intensive Supportive Living Services - Group B Restricted Itemized Clients

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<th>Client</th>
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<th>Units Billed this Month</th>
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**Total** $ -
**ATTACHMENT NO. 4**

**INVOICE**

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<th>Client</th>
<th>Rent</th>
<th>Nursing/Medical</th>
<th>Food/ Other/ Personal</th>
<th>Description</th>
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<td>$ 2,040.00</td>
<td>$ 23,304.00</td>
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<tr>
<td>Current Month Charges</td>
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<td>Amount Charged Previous Months</td>
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<td>Total All Months</td>
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<tr>
<td><strong>PJ Balance Forward</strong></td>
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<td><strong>JP - Annual Budget</strong></td>
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<td>$ 19,980.00</td>
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<tr>
<td>Current Month Charges</td>
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<tr>
<td>Amount Charged Previous Months</td>
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<tr>
<td>Total All Months</td>
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<td><strong>JP Balance Forward</strong></td>
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<td><strong>SM - Annual Budget</strong></td>
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<td>Amount Charged Previous Months</td>
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<td>Total All Months</td>
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<td>Current Reimbursement</td>
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*Remember to attach receipts for all line items*

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Agreement No169-06-1
New Reference No. 256-10-1
"Intensive Supported Living Services"
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 169-09-1

THIS AGREEMENT is made, on the date of execution by the County, between Fellowship Health Resources, Inc., 25 Blackstone Valley Place, Suite 300, Lincoln, Rhode Island 02865-1163 ("Contractor"), a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

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

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

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

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

PROJECT STAFF
The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide
replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees as well as the Contractor's internal hiring of employees shall be solely the responsibility of the Contractor.

CONTRACT TERM

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

CONTRACT AMOUNT

For the Initial Contract term, the County will pay to the Contractor no more than the total prorated amount of $477,537.50 and payable to the Contractor as follows:

GROUP A (11 CLIENTS):

For Group A clients, the County will pay to the Contractor the prorated amount of not more than $348,824.50, ("Contract Amount") payable in ten (10) equal monthly installments of $34,882.45. The Contract amount is to pay for Support Services for a group of 11 consumers labeled as "GROUP A", and includes the following individuals identified by their initials: 1. M.C., 2.R.G., 3.J.J., 4.K.F., 5.D.D., 6. R.D., 7.B.M., 8.A.R., 9.C.D., 10.A.Y, and 11.P.C. These 11 individuals do not have Medicaid funding. The Contractor must request payment for Group A support services with the BHD Invoice labeled “Intensive Supportive Living Services-Group A Contract” - (Attachment 1). If there are other client expenses, the County may be able to reimburse the Contractor. The Contractor must receive pre-approval from the Project Officer before incurring reimbursable “other expenses” on behalf of any of the individuals listed above. If the Contractor receives pre-approval for client expenses, the Contractor must request reimbursement with the “Other Expenses – Group A Contracts” Report (Attachment 2).

GROUP B (6 CLIENTS):

For Group B the County will pay to the Contractor the prorated amount of not more than $103,713. This is a restricted and itemized cost reimbursable amount reserved for six (6) current clients identified by their initials: R.F., P.J., J.P., L.Y., S.M., and J.M. Each of the six consumers has a specific amount of funding that is itemized for specific service(s). Four (4) of the six (6) consumers have funding defined as "other expenses" for the purpose of monthly rent, nursing/medical service, and/or food/other/personal. Attachment 3 lists the "other expenses" currently eligible for reimbursement for each of the four (4) clients identified by the following initials 1.P.J., 2.J.P., 3.S.M., 4.J.M. Attachment 3 "Other Expenses-Group B Restricted Itemized Clients" must be submitted monthly and include the current

Agreement No. 160-06-1
"Intensive Supported Living Services"

2
monthly charges, the previous months charge, and the total charges for all months of the Contract.

Two (2) clients, R.F., and L.Y., have a specific amount of funding reserved for support service units. Client L.Y.’s restricted units of service are only eligible for reimbursement after she has reached the maximum yearly allowable Medicaid units.

The Contractor shall submit “Intensive Supportive Living Services—Group B Restricted Itemized Clients” - Attachment 4 - Invoice for reimbursement requests.

In addition to the Contract Amount, the Contractor may receive a performance bonus totaling up to $25,000 in accordance with the provisions set forth in Scope of Work (Exhibit A). The amount is prorated for the “Initial Contract Term”.

The Contract Amount includes all of Contractor's costs and fees (profit).

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

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Attachment 1 thru 4 and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

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

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

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

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

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

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

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

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

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

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

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

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

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

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

Agreement No. 169-09-1
"Intensive Supported Living Services"
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.

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

HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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

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

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

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

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

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

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

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.
PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

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

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

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

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

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.
CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-W
The Contract unit price(s) shall remain firm for the first nine (9) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Unadjusted for the twelve (12) month period ending in SEPTEMBER of each Contract Year. If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

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

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

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of

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the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

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.

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

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 9/24/09

FELLOWSHIP HEALTH RESOURCES, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: [Signature]
DATE: 9/15/09

Agreement No. 169-09-1
"intensive Supported Living Services"
AGREEMENT NO. 169-09-1

EXHIBIT A

SCOPE OF WORK

INTENSIVE SUPPORTED LIVING SERVICES

GENERAL INFORMATION

PURPOSE

The Contractor shall provide to the County Intensive Support Living Services "ISLS" for approximately forty (40) adults, with a serious mental illness, living in their own home/apartment, who are clients of the Behavioral Healthcare Division, Department of Human Services. Some individuals have co-existing substance abuse disorders, and may or may not have Medicaid.

Support Services include training and support to enable individuals with significant functional limitations to achieve and maintain community stability and independence in the most appropriate, least restrictive environment. Specific tasks tailored to each individual include:

- Monitoring health, nutrition, and physical well-being,
- Training and reinforcement of functional skills and appropriate behavior related to a person's health and safety; and activities of daily living; and providing assistance with medication management,
- Enhancing the ability of consumers to use community resources and integrate into their community.

In addition to the provision of Support Services, the purpose of the Contract will be:

- Assure clients are placed at the most appropriate and most independent level of support service;
- As much as possible, eliminate Contractor-provided housing by the use of subsidies and transitioning identified clients to more appropriate housing;
- Increase the capacity to serve non-Medicaid clients within the current Contract costs.

Major Goals. The Contractor shall address the following major goals:

1. Facilitate the movement of individuals to the most appropriately independent level of support services;
2. Maximize the amount of SPO Medicaid reimbursements;
3. Reduce the number of individuals waiting for intensive support services, especially those without Medicaid;
4. Support clients’ having a lease in their name, consistent with the DHS permanent supported housing philosophy;
5. Provide services that:
   a) Address the different level-of-care needs of the targeted individuals;
   b) Provide recovery-oriented, person-centered, least-restrictive and growth-oriented service;
   c) Promote opportunities for each individual to participate fully in the community, in the most integrated settings, and with the maximum degree of independence possible.
   d) Are managed by experienced and competent staff persons;
   e) Coordinate closely with family members (with permission of the client) and maximize the appropriate involvement and participation of family members in the planning of services;
   f) Value the dignity of each individual served and proactively protect his or her human rights;
   g) Provide for the health, safety, nutrition, medication and hygiene needs of each client;
   h) Provide clinically sound, high quality, empirically tested best-practice services;
   i) Create an environment that allows for full participation by each individual in the development of her/his service plan;

6. The Contractor shall be knowledgeable and supportive of the Principles and Values adopted by the Arlington County Community Services Board ("ACCSB").

7. The Contractor shall operate in a cost effective and efficient manner while maintaining high quality standards in delivery of services.

**TARGET POPULATION**

1. The current target population is approximately 40 individuals served through the Intensive Supported Living Services (ISLS) and referred for these services.

2. All current and future individuals served under this contract shall be:
   a. Adults (aged 18 years or older).
   b. Diagnosed with a serious mental illness (SMI); some may have concurrent substance abuse problems.
   c. Residents of Arlington County.
   d. Currently served by the Behavioral Healthcare Division.
   e. Meet levels of functioning requirements for intensive support services, as determined by a variety of assessment instruments, including the Level of Care Utilization System (LOCUS, Adult Version 2000), adopted by the BHD. The contractor shall re-assess all current and future clients minimally once a year or more often if requested by the Project Officer, to determine if continued intensive
support services are warranted. The frequency of support service hours shall be adjusted to meet the individual’s level of need.

SUPPORT SERVICES PROVIDED

1. The Contractor shall ensure that individuals who need training and development will receive support services in the following areas:
   - Functional self-help, personal care, and daily living skills;
   - Functional skills related to maintaining a clean and safe living environment, including training in pest control within the home;
   - Adaptive behavioral skills for community and home environments;
   - In particular, these trainings shall address social skills, housekeeping, hygiene skills, money management, and self-administration of medication;
   - Assisting clients to make medical, mental health, and financial aid appointments;
   - Assistance learning (and following) requirements of the lease, especially paying the rent on time.

2. The Contractor shall assure the individual’s health and safety, especially as it pertains to the individual’s living environment.

3. The Contractor shall provide efficient monitoring and documentation of the health and physical condition of individuals and assistance with medication and/or other medical needs consistent with the licensing requirements.

4. In conjunction with the case manager, the Contractor shall provide assistance to client’s on how to access available transportation, when such service promotes and supports the established individuals’ goals and objectives.

5. The Contractor shall encourage individuals to use public transportation when available. The Contractor shall provide the individual with travel training prior to the trip.

6. Coordination with other areas of service provision including day support and BHD outpatient services is essential.

SERVICE AVAILABILITY

All services shall be available 7 days a week, 365 days each year.

1. The Contractor’s administrative/managerial staff shall be available for consultation with the County staff during County business hours;

2. The Contractor shall establish an internal 24-hour emergency response system, subject to the review and approval by the County.

INDIVIDUAL SERVICE PLANNING AND COORDINATION

Agreement No. 169-09-1
"Intensive Supported Living Services"
1. Upon award of the Contract, the Contractor, in consultation with each consumer's SAI/Case manager will develop Individual Service Plans "ISP" for each consumer authorized for services by BHD/Mental Health Services. Individuals covered under this Contract shall have an ISP of support services developed within 30 days of the commencement of the services and shall be updated at least quarterly thereafter. The individual ISP shall describe the Contractor's responsibility in regards to services provided for the individual and the individual's expectations. ISP formats to be used by the Contractor shall be authorized by the Project Officer and shared with each case manager.

2. The Contractor shall provide a person-centered planning approach to the services provided under this contract. The Contractor shall make every effort to consider the individual as the center of the service delivery planning process. The individuals should be expected, to the extent that they choose, to chair their planning meetings, to provide feedback to service providers that will be seriously considered, to be primarily future focused and responsive to the individual's needs, and to afford the individual all due respect as the prime director of their service types and delivery.

3. The ISP will be growth-oriented and address goals related to training-and-reinforcement-of-functional-skills-and appropriate behavior related to the individual's health and safety; activities of daily living, use of community resources, assistance with medication management, and monitoring of nutrition, safety and health, especially as it relates to the individual's living environment.

4. ISPs shall be included in and consistent with the Case Manager's comprehensive service plan.

5. The ISP shall be developed at a planning meeting that includes the individual served, Contractor support service staff, the case manager, and other service providers when possible and where appropriate as determined by the case manager. The individual's family, advocate(s), significant others, guardian, and anyone within the individual's natural circle of supports invited by the individual to attend will be included. The Case Manager will arrange the meeting.

6. The Contractor shall schedule a monthly meeting with each of the three BHD community support teams and, as appropriate, the Clubhouse staff, to discuss client-specific and relevant program issues.

7. Reviews of individuals' functioning and successes based on the ISP and on-going assessments will be completed by the Contractor at least quarterly. The precise schedule of quarterly review due dates shall be negotiated between the Contractor and the Case Manager.

8. The Contractor shall coordinate their discharge planning, including transitioning to alternative services, with the Case Manager, the individual, other relevant team members as determined by the Case Manager or the individual, and with the Project Officer. Discharge planning should begin well in
advance of the discharge target date. The Contractor shall submit a copy of the discharge summary to the Project Officer and the Case Manager.

9. The contractor shall coordinate its schedule with employers, day programs, and providers of specialized services.

ROLE OF BEHAVIORAL HEALTHCARE DIVISION

Behavioral Healthcare Division "BHD" will provide the Contractor with the following assistance:

1. Orientation and consultation for the Contractor's staff regarding the services and programs offered by the Department of Human Services "DHS" and related County agencies;

2. Information and inclusion of Contractor staff in pertinent in-service training opportunities within DHS, to the extent that the Contractor staff can be accommodated;

3. Access to mental health crisis intervention.

4. The BHD will provide, under the coordination of the case manager, the full range of mental health and supportive services including assessment, case management, employment/vocational supports, psychosocial day program, counseling, psycho-education, psychiatric and medication services, and financial supportive services, where appropriate.

5. BHD will designate a Project Officer to serve as the primary contact to work directly with the Contractor to resolve any conflicts as they may arise regarding the County's relationship with the Contractor or the provision of services. The Project Officer (or her designee) will:
   a) Review the monthly invoices received from the Contractor for discrepancies and authorization of the payments;
   b) Distribute all relevant communications such as announcements from DHS, BHD, and DMH/MSAS and other documents as they become available to the Contractor;
   c) Coordinate the referral process of potential consumers to the services covered under this Contract including the maintenance of a waiting list for residential services provided by the Contractor;
   d) Conduct site visits related to this Contract;
   e) Conduct quarterly contract compliance reviews with the Contractor;
   f) Assure Contractor compliance with the Contract reporting requirements;
   g) Receive quarterly program budgets from the Contractor and coordinate its review and approval by the County;
   h) Coordinate and assist the Contractor in resolving programmatic, familial, ACCSB, and other County concerns and issues with the performance of this contract.
   i) Coordinate biweekly meetings between the Contractor, and appropriate BHD team managers.

6. BHD will assign a Case Manager for each individual covered by the Contract. The Case Managers will:
a) Work closely with the Contractor to determine the assigned individual's level of functioning;
b) Ensure needed assessments are provided, treatment services are planned and coordinated, referrals are initiated, progress actively monitored, and advocacy is provided to facilitate the provision of, and access to needed mental health and human services;
c) The case manager is responsible for the formulation and updating of the comprehensive treatment plan, in conjunction with the client and other service providers;
d) Document and inform other appropriate staff and the Project Officer of significant changes in the clients' level of functioning.

FINANCES

OTHER FUNDING SOURCES:

COST SHARING

Donations raised by the Contractor may be used for the support of the services:

VIRGINIA MEDICAID PROGRAM

Support Services provided to individuals eligible for Medicaid may be reimbursable through the Virginia SPO Medicaid program. The determination of Medicaid eligibility is the responsibility of the Contractor with the active assistance of the client's case manager with the eligibility process. The contractor will document and report, on a monthly basis, and in a format agreed to by the County, and the Project Officer, the amount of services billed and the amount of Medicaid reimbursements received for the clients with Medicaid. Continuing to increase the Medicaid SPO revenues will be the primary source of funding to increase the capacity of the support services program.

In consultation with/and agreement by the Project Officer, the Contractor shall use all Medicaid reimbursements received under this Contract to offset current and future costs, to increase services in the current year(s), and for carry-over funding of ISLS Support Services that may be negotiated in future years.

HOUSING GRANTS

Housing Grants is an Arlington County rental subsidy program. It is the goal of the County to increase the number of individuals receiving this housing subsidy. Working with the County, the Contractor shall continue to transition all qualified individuals to the Arlington County Housing Grants Program, the County Permanent Supported Housing Program, or the Section 8 Housing subsidy program.
GENERAL OPERATIONAL REQUIREMENTS

ACCESS

The Contractor shall give the County access to the facilities, consumers, records, materials, and all data created as result of this contract consistent with the established local, state and federal regulations.

CHANGE IN SERVICES

The Contractor shall obtain written approval from the County prior to the implementation of any changes that affects the residents physical safety and well-being or funding (e.g. including any short falls) or services that directly affect consumers or changes in service models or program philosophy.

RECORDS AND DOCUMENTS

The Contractor shall make available to the County any requested data, procedures, or policies related to programs and services covered by this Contract;

All client-specific records pertaining to services provided to current or former clients as a result of this contract or its predecessor contract(s), upon termination of this Contract by either party, shall be made available to any successor service provider upon formal written request of the County and with written authorization by the consumer. To ensure confidentiality and privacy, all client records must be kept in a locked file cabinet. To protect the interest of consumers, the County will serve as custodian of the records in the event of any interruption of services;

REFERRALS

The County will be responsible for providing referrals of new consumers. The Project Officer will coordinate referral efforts with the Contractor and the Case Manager in order to promote efficient consumer transitions. The Contractor shall demonstrate every effort to accommodate referrals from the County. Any reservations by the Contractor to accept a County referral who otherwise meets admission criteria will be forwarded to the Project Officer who will review the Contractor’s justification.

The Project Officer will schedule and facilitate a monthly Admissions Committee meeting to evaluate and prioritize all potential referrals and monitor new consumer admissions. The Contractor shall provide a representative for this Committee. The Project Officer can call an immediate meeting if a vacancy occurs before the next scheduled meeting.

The County, through the BHD, will determine the eligibility of all new clients. The BHD will use standard assessment instruments, including the Level of Care Utilization System for Psychiatric and Addiction Services assessment (LOCUS, Adult Version 2000) and input from clinical staff, to determine each individual’s level of care. Subsequently, BHD will periodically reassess each individual’s on-going inclusion in the target population and continued eligibility for services.

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DISCHARGES
The Contractor shall maintain discharge-related documentation in a format approved or prescribed by the Project Officer. This documentation will include a description of the reasons for the discharge, a final evaluation summary of the client’s progress toward goals in the service plan, and a plan developed with the consumer and Case Manager regarding the client’s continuing or future service needs. The Contractor shall convene a discharge meeting of the consumer’s service delivery team to discuss termination issues at least thirty (30) days prior to the possible discharge date. A meeting of the service delivery team for this purpose may be waived by the Project Officer, if the team has previously agreed to this consequence. Discharge criteria shall be submitted to the Project Officer prior to implementation of this Contract. A Discharge Summary shall be submitted to the Project Officer and the Case Manager thirty (30) days after the discharge.

RISK MANAGEMENT
The Contractor shall provide the County (the Project Officer) with a plan for the identification and evaluation, regular monitoring, and reduction or elimination of risks, which may contribute, to an unsafe environment.

SUBCONTRACTING
Subcontracting of direct residential services is not permitted.

UNITS OF SERVICE
One Unit of service shall be defined as 1-2.99 hours.

PROGRAM COORDINATION
1. The Project Officer will convene, and the Contractor shall participate in, monthly meetings to review the individuals’ current placement and potential. This meeting will be held in conjunction with the Admissions Committee meeting described.
   • The Project Officer will convene biweekly meetings with the Contractor to do the following:
   • Review Contractor performance in relation to the State Performance Contract;
   • Review the program budget;
   • Review the achievement of performance standards;
   • Review changes relevant to the Contractor(s) and County staff;
   • Discuss consumer issues; and
   • Discuss the overall contract and any compliance issues.
2. The Contractor shall submit a monthly summary client report that discusses the client’s progress and any other information that affects the client’s functioning. The report shall, include the name of each client’s Case Manager, be typed in a format approved
by the Project Officer, and submitted to the Project Officer by the 10th following the month that services are rendered.

3. The Contractor shall have established written procedures designed to ensure the safety of individuals transported whether in staff members' private vehicles or company owned vehicles.

4. The Contractor procedures shall at the minimum have guidelines and standards for the drivers, insurance expectations, maintenance requirements.

5. The Contractor shall have a clear policy addressing the use of private staff vehicles.

6. The Contractor shall provide assistance and encouragement in the development of natural supports and friends among neighbors and associates with or without disabilities.

7. The Contractor shall coordinate with the family, guardian or advocate(s) for visits, social activities or any other personal matters according to the expressed desires of the individual.

8. The Contractor shall, in conjunction with the Case Manager, provide monitoring and documentation of individual’s finances, as needed and directed within the scope of each client’s Individual Service Plan.

9. The Contractor shall assist the individual with budgeting, information about the importance of paying the rent on time, and following the rules in the lease.

SERVICE EVALUATION

1. The County will, at its option, evaluate the effectiveness and efficiency of the services provided by the Contractor.

2. The Contractor shall assist the County to ensure that the evaluation process and results are complete, accurate, and meaningful.

3. The Contractor shall, with guidance from, and collaboration with the Project Officer, develop outcome measure(s) and collect the appropriate data which will support a review of the quality of services that they provide under this Contract.

4. The outcome measure(s) shall be submitted to the County's Project Officer annually for approval within thirty (30) days of the beginning of each fiscal year during the term of this Agreement.

5. Outcome measures may include:

   a) Annual individual satisfaction survey information completed by the service recipients;

   b) Hospitalization rates;

   c) The development of independent living skills, and engagement in and connection to natural community supports;

   d) Transitioning, and/or maintenance of the most appropriate independent living situations, developed with consumer input;
e) Conformance to state licensing standards, including but not limited to services, records, human rights, medication, staffing, environment and life safety;

6. The County will provide guidelines to the Contractor on how to access the results of these outcomes ensures and revise them according to the instructions from the Project Officer.

7. The County shall have full access to records, including information about consumers, to the extent permitted by law, to conduct such evaluations activities and review.

STAFFING
The Contractor personnel management system at a minimum shall include the following:

A. PERSONNEL FILES AND RECORDS
Federal, state and local rules and guidelines shall be used to maintain personnel files and records for each individual employed by the Contractor(s).

B. WRITTEN JOB DESCRIPTIONS
All positions shall have updated job descriptions in the employee files. The job description shall list required qualifications for the position as well as responsibilities and essential functions.

C. TRAINING AND EDUCATION
Documentation of the education and training shall be kept in the employee’s record. The Contractor shall provide annual training in standards of conduct, employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity appropriate initial employee orientation and employee-County contract protocols.

D. PERFORMANCE EVALUATION AND TRAINING
The Contractor shall conduct periodic evaluations and assessments of their employee’s performance and include documentation in the employee files. The Contractor shall also provide an opportunity for individuals covered under this Contract to provide feedback for the staff performance evaluations.

The Contractor shall ensure that all their personnel are oriented and trained prior to their initial assignments in the following areas:

1. Clear understanding of mission of Support Services and the goals of DHS permanent supportive housing strategy.
2. The rights of clients including the protection of confidentiality and prevention of any type of abuse;
3. The principles of recovery, respect for the individual, enhancement of informed choice, and least restrictive alternatives among services;
4. Service documentation procedures;
5. Obligations of tenancy: training on how to teach/coach clients about issues such as paying rent on time, refraining from disruptive behavior, maintaining the living space, etc.

6. Health maintenance, to include control of pests (especially bed bugs), infectious disease, proper nutrition, safety-related monitoring; and

7. All applicable training required by state Licensure regulations.

8. The Contractor shall ensure that all their staff, especially those responsible for direct contact with individuals covered by the Contract, will receive training within 60 days of employment on the following areas:

9. Crisis prevention and intervention;

10. Reporting requirements and other issues related to the service of this contract;

11. Knowledge and applicability of a person-centered approach to delivery of support services under this contract;

12. The principle of community inclusion accompanied by information about community resources;

13. The interdisciplinary approach as it relates to service delivery to include the role of the staff, the development and implementation of ISPs, and the appropriate interaction of staff with other service providers;

14. Behavior management principles and the appropriate implementation of client behavior management programs;

15. Therapeutic techniques appropriate to the individuals served; and

16. All applicable aspects of program operation necessary to the fulfillment of service objectives under terms of this Contract.

17. The Contractor shall provide periodic (at least every 6 months) training including up-to-date information about mental illness and trends in treatment, to maintain and develop staff competencies throughout the year.

18. The Contractor shall provide annual reports of staff training, by staff member, to the Project Officer and cooperate in evaluations of the effectiveness of staff training.

19. The Contractor shall, within the limits of the approved personnel budget, obtain consent from the County prior to changes to individual program staffing (i.e., changes in direct care FTEs or position types), or in program personnel job requirements or qualifications.

20. The Contractor shall apply appropriate direct staff coverage as indicated within individuals' ISPs.

21. The contractor shall notify the Project Officer when staff vacancies occur.
22. The Contractor shall submit a staffing plan to the Project with continuity of care being a priority for scheduling.

ACCOMMODATION FOR INDIVIDUALS WITH SPECIAL NEEDS

A. BEHAVIORAL NEEDS

Individuals receiving therapeutic services shall remain integrated into their home environment unless crisis conditions warrant interventions off-site e.g., hospitalization. Close information-sharing and coordination is expected with the County Project Officer and appropriate Case Managers in situations that may warrant crisis interventions. When behavior management strategies are employed, the least restrictive treatment strategies should be implemented, with an emphasis on positive, proactive strategies. All therapeutic strategies must be used in strict conformance with the authorized Human Rights protocols.

B. PHYSICAL NEEDS

The Contractor shall have the capacity, within the bounds of the Americans with Disabilities Act, to adjust to the needs of individuals who have physical disabilities, are severely medically involved, and/or are speech, hearing, or vision impaired.

C. LANGUAGE AND CULTURAL NEEDS

The Contractor shall have the capacity to accommodate the needs of individuals of diverse languages and cultural backgrounds reflective of the population found in the County. A plan will be developed with the Project Officer for consumers with special cultural needs who may need further accommodations.

D. ADHERENCE TO STATE AND FEDERAL REGULATIONS

Contractor shall comply with all statutes, regulations, standards, laws, and applicable policies and procedures in the operation of the program which is the subject of this Contract, including, but not necessarily limited to the following:

1. VAC35-105 Rules and regulations for the licensing of providers of Mental Health, Mental Retardation and Substance Abuse services.

2. VAC35-115 Rules and regulations to assure the rights of clients receiving services from providers of Mental Health, Mental Retardation and Substance Abuse services.

3. All applicable provisions of Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Act of 1975, the Civil Rights Act of 1991, regulations issued by the Federal Granting Agencies, Executive Orders 11246 and 11375, and other federal and state mandates or subsequent amendments and regulations developed pursuant thereto, to assure that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in services operated or funded as a result of this Agreement on the grounds of race, color, national origin, age, gender, or disability.

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4. Equal Employment Opportunity Act
5. Americans with Disabilities Act
6. Occupational Safety and Health Administration Regulations
7. Virginia Department of Health Regulations
8. Laws or regulations of the Department of Health Professions
9. Uniform State Wide Building Code
10. Uniform Statewide Fire Prevention Code
11. Virginia Department of Social Services, Standards and Regulations for Licensed assisted living facilities.
12. Federal Certification Regarding Lobbying and Certification Regarding Salary for recipients of Substance Abuse Prevention and Treatment Block Grants ("SAPT"), and Certification Regarding Environmental Tobacco Smoke for recipients of SAPT or Community Mental Health Services Block Grants.

13. The Contractor shall be subject to the standards listed in Virginia Code 37.1-183.3 which requires all staff to be subject to a criminal history and central registry background checks to determine their eligibility to work in services licensed by DMHRAS. In addition, the Contractor is subject to the standards as listed in Virginia Code 37.1-84.1 which requires providers to submit and receive approval of required Human Rights Policies and Procedures in services licensed by the DMHRAS.

BUDGET AND FINANCES
The Contractor agrees to the following funding conditions:

- The cost for services to the County for the Contract Term shall not exceed the amount specified in the Contract Amount paragraph of this Contract unless authorized by the County in a written Amendment to this Agreement.

- The Contractor shall use all funds received under this Contract solely for services described in the Contract Documents.

- The County shall reduce the funding level by the amount denied by Federal, State, or local sources in the event of the Contractor's violation of reporting or other requirements. If possible, the Contractor will be notified thirty (30) days in advance of implementation of such funding reductions.

PERFORMANCE BONUS
The Contractor may be eligible for a $25,000 bonus, if the Contractor meets or exceeds the standards of performance expected under this contract, and if approved by the County. This bonus is contingent upon the Contractor's performance and the availability of funds as determined by the County. Among the criteria that may be considered are the meeting of reporting obligations, exceeding program outcome

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targets, attendance and participation in meetings, and responsiveness
to requests from the County.

Additionally, the recommendation to award all or part of the bonus will
be dependent on the judgment of the ACCSB in collaboration with the
Project Officer as to the Contractor’s effort and success in forwarding
and achieving the values of service as outlined under this contract.
Benchmarks for success will be negotiated and will reflect, in part,
some of the performance outcomes established by the County or
recommended by the Contractor. These benchmarks will inform, but not
necessarily be the sole criterion used by the ACCSB in its deliberation
to award or not. Bench marks will be established during the first 3
months of the Contract during the first full fiscal year of the
Contract.

The bonus will be paid within 30 days of the last day of the first full
fiscal year of the Contract. The Contractor will receive a written
authorization from the Project Officer to bill the County for a
specific bonus amount based on: Achievement of Performance Standards.

PAYMENT AND INVOICE

The Contractor shall invoice the County monthly in a County approved
invoice format (defined under “Contract Amount” paragraph) including
supporting documentation required by the County. The County will make
monthly payments to the Contractor in accordance with the established
County payment procedures. Billings and invoices submitted by the
Contractor to the County shall ensure the confidentiality and privacy
of individual clients served.

PERFORMANCE

In the event that the Contractor ceases to perform the services as
outlined in this contract or provide substandard services to the
individuals covered by this Contract as determined by the County, or
fails to adhere to the agreed upon admission process then the County
will withhold payments to the Contractor and terminate this contract.

FINANCIAL MANAGEMENT REQUIREMENTS

The Contractor shall maintain a financial system which at a minimum
includes:

1. Operation of financial management, procurement, and contracting
   systems that are consistent with Financial Management Standards
   for Community Services Boards, Accounts Receivable and
   Reimbursement Procedures, and Community Services Boards
   Procurement Procedures Manuals issued by DMHMRSA.

2. An accounting system which operates in such a way as to provide
   financial reporting in accordance with Generally Accepted
   Accounting Principles (“GAAP”). It will include necessary
   personnel and financial records and a fixed assets system. It
   will provide for the practice of fund accounting and will be
   adaptable to the needs of cost accounting.

3. A system where employees with financial responsibilities are
   bonded.
4. Assurance that Federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds are not used for inpatient services or mental health residential services, cash payments to consumers, land purchase, construction, permanent improvements (other than minor remodeling), and satisfying requirements for expenditure of non-federal funds or providing financial assistance to any entity other than a public or private non-profit entity.

5. Retention of financial records for a minimum period of five (5) years after the expiration of his Contract or until the records is audited by the County, whichever occurs first;

6. Maintenance of appropriate records and accounts related to this Contract, including personnel and financial records and a fixed asset inventory for items valued at more than Two Thousand Five Hundred ($2,500). All expenditures made pursuant to this Contract shall be properly supported by payroll records, invoices, orders, vouchers, contracts, canceled checks and any other necessary documentation. Financial records shall be maintained in such manner as to report data to the County if required, on the same fiscal basis as the County for a fiscal year.

FISCAL AND BUDGET REPORTING REQUIREMENTS

The Contractor agrees to the following fiscal and budget reporting requirements:

1. An annual audit shall be conducted by an independent certified public accountant(s). Copies of the audit and accompanying management letter will be provided in whole to the County no later than the last workday prior to the end of the calendar year for the previous fiscal year. The audit must meet standards set by the Virginia Auditor of Public Accounts, applicable federal requirements established for block grant accounting, and other criteria from the DMHMRSSS Financial Management Manual. Deficiencies and exceptions noted in the audit or management letter must be resolved or corrected within a reasonable period of time, mutually agreed-upon by the Contractor and the County.

2. The Contractor shall permit authorized representatives of the County or the State to review all records of the Contractor(s) as may be deemed necessary by them to satisfy audit and other financial purposes as deemed necessary by the County. All accounts of the Contractor(s) are subject to such audit and financial review, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities.

3. The Contractor shall submit financial reports at the request of the County at any time during the period of service covered by this or any preceding Agreements.

4. The Contractor shall submit, upon request, budget documentation applicable to this Agreement in a manner which the County deems appropriate.
5. The Contractor shall provide written notification to the County of existing or proposed subcontracts for services which total, individually or in aggregate for the same service, greater than Twenty Five Thousand Dollars ($ 25,000) for any fiscal year. Such subcontracts will be subject to the approval of the County.

6. Unless this Contract is succeeded by another Contract between the County and the Contractor for essentially the same services, all property acquired with the funds provided under this Contract shall revert to the ownership of the County at the termination, scheduled or otherwise, of this Contract, regardless of whether such property is titled by the Contractor, or in the possession or control of the Contractor. In any event, all property procured with funds from this Contract shall be made available to the County within 30 days of termination of this Agreement or any successor Contract.

7. The Contractor shall operate a reimbursement system that provides for the following:

8. The Contractor shall comply with the Sections 37.1-197(7), 37.1-202.1, and 20-61 of the Code of Virginia and that its operation is described in organizational charts that identify all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system;

9. Contractor shall have established written fee collection policies and procedures adequate to generate revenues from consumers and responsible third party payers to the maximum extent allowable. The fee agreement shall be shared with representative payees, guardians, County Case Manager (SAI) and the Project Officer. The fee agreement may also be shared with advocates and family members, as the consumer deems appropriate.

10. A schedule of charges for all services that related reasonably to the cost of the services, and applicable to all recipients of the services;

11. A method, subject to approval by the County, that complies with applicable state and federal regulations, to evaluate the ability of each consumer to pay fees for the services he or she receives;

12. Assurance that appropriate services will not be denied to eligible individuals solely because of their inability to pay for such services;

13. Maintenance of records of clients' program fee assessments and payments for five (5) years after the expiration of this Contract, and notification of responsible persons of their liability in writing prior to destroying such records;

14. Compliance with all applicable laws and regulations.

**REPORTING REQUIREMENTS**

The Contractor shall follow the reporting requirements of the contract and shall submit the reports and work products to the Project Officer or her designee. Refer to Table I

Agreement No. 169-09-1
"Intensive Supported Living Services"
The Contractor shall send copies of Board of Director minutes within 10 days of their approval and agendas within 10 days of their availability.

The Contractor shall prepare in a format approved by the County, the following:

DEMOGRAPHIC INFORMATION REPORTS

The Contractor shall meet with the project Officer to prepare and submit a mutually agreed upon monthly demographic report for each client served.

1. The report shall include the LOCUS level of functioning for each client;
2. Number of unduplicated admissions and discharges;
3. Number of service units available;
4. Current wait list numbers;
5. Number of hospitalizations;
6. Number of non-Medicaid client’s served.

QUARTERLY OUTCOME MEASURES/ PROGRESS REPORTS

The Contractor shall prepare and submit outcome/progress reports to the Project Manager:
1. Quarterly demographic information (see above);
2. ACCSB and Fellowship ISLS working relationship;
3. Support Services provided
4. Alcohol and drug services;
5. Analysis of the general types of consumer problems that staffs are addressing;
6. Satisfaction Survey results; and other agreed upon outcome measures.

INCIDENT REPORTS:

The Contractor shall prepare and submit reports of significant incidents involving clients served under this contract. The Contractor shall send this report to the Project Officer and the Case Manager within 24 hours of the incident occurrence. Contractor staff shall contact the Project Officer, via e-mail or voice mail to ensure the Incident Report has been received. Examples of such incidents by way of illustration and not limitation may include:

- **ILLEGAL ACTS** Any illegal act by staff or consumers including such acts as threats of violence, theft, possession of illegal substance, etc;

- **WELL BEING OF CLIENTS** The Contractor shall reports all incidents related to the client’s well being, including, illnesses, accidents, injuries and deaths. These reports shall include all known incidents occurring on the Contractor(s) premises and all known incidences occurring while the client is off site, e.g., day program, employment, recreational event, etc.

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• HUMAN RIGHTS REPORTS The Contractor shall report all actual or suspected violations of client human rights (e.g., all contacts made to Adult Protective Services) within 24 hours of the event.

• INDIVIDUAL CLIENT-SPECIFIC REPORTS The Contractor shall prepare status reports on clients hospitalized, or other outstanding significant client challenges, and submit them to them to Project Officer and/or her/his designee after the Incident has been resolved.

SUPPORT SERVICES DAY LOGS
The Contractor shall submit Supportive Residential day logs on the 5th and the 20th workday of each month in a format approved by the Project Officer.

ANNUAL REPORTS
The Contractor shall submit a copy of the Annual Report, when published, to the Project Officer.

ANNUAL AUDIT
The Contractor, at their own expense shall conduct an annual audit performed by an external accredited CPA auditing firm. The audit results shall be forwarded to the County no later than December 31 for the previous fiscal year.

VIRGINIA DMHMRAS LICENSURE REPORTS AND VIRGINIA DSS LICENSURE INSPECTIONS
The Contractor shall submit the Virginia DMHMRAS Licensure Reports including annual evaluations or any other reports associated with on-site inspections by Licensing Specialists. These reports shall be forwarded to the Project Officer upon receipt from the licensing office.

STAFF TRAINING REPORT
The Contractor shall submit a report that outlines all the staff training, by individual staff that they have conducted along with all the upcoming trainings. This report shall be forwarded to the Project Officer on the 10th day after the end of each quarter.

PROGRAM AND OR POLICIES AND PROCEDURES REVISIONS
The Contractor shall submit all Program Policies and Procedures, or changes in staffing patterns to the Project Officer within ten (10) workdays of approval.

The name of each staff along with her/his duty schedule shall be submitted to the Project Officer upon implementation of this Contract. When there are staff vacancies and/or new staff employed, the Contractor shall notify the Project Officer and the appropriate Case Manager via e-mail.

ARLINGTON PUBLIC HEALTH REPORT

Agreement No. 169-09-1
"Intensive Supported Living Services"
The person in charge of any residential or day program, service or facility contracted by any agency in Arlington County shall immediately make or cause to be made a report of an outbreak of communicable disease as defined by the Board of Health. Such report shall be made to the Contract Manager and the Arlington County Public Health Division (ACPHD). ACPHD can be reached at 703/228-5200 option #1 during business hours or 703/558-2222 (ask for the Public Health Duty Officer) during business hours. The person in charge of any residential day program, service or facility contracted by any agency in Arlington County may also voluntarily report additional information, including individual cases of communicable diseases, at the request of the Department of Health for special surveillance or other epidemiological studies.

OTHER REPORTS

The Contractor shall submit upon request any other reports deemed necessary by the Project Officer (Refer to Table I).
<table>
<thead>
<tr>
<th>Document:</th>
<th>Due Date:</th>
<th>Submit to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Medicaid Billing &amp; Reimbursement</td>
<td>Monthly by the 20th day</td>
<td>Project Officer</td>
</tr>
<tr>
<td>2. Budget Report</td>
<td>Monthly by the 10th day</td>
<td>Project Officer</td>
</tr>
<tr>
<td>3. Risk Management Plan</td>
<td>Contract implementation &amp; when there are changes</td>
<td>Project Officer</td>
</tr>
<tr>
<td>4. ISP’s</td>
<td>Within 30 days at the beginning of services</td>
<td>Client, Project Officer &amp; Case Mgr.</td>
</tr>
<tr>
<td>5. Monthly Progress Report (Consumer)</td>
<td>By the 10th day of each month</td>
<td>Project Officer and Case Manager</td>
</tr>
<tr>
<td>6. Demographic Report</td>
<td></td>
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</tr>
<tr>
<td>7. Quarterly Outcome Measures/Progress Report</td>
<td>10th day after the end of each quarter,</td>
<td>Project Officer</td>
</tr>
<tr>
<td>8. Staff Training Reports</td>
<td>10th day after the end of each quarter,</td>
<td>Project Officer</td>
</tr>
<tr>
<td>9. Human Rights Reports</td>
<td>Within 24 hrs of violation</td>
<td>Project Officer &amp; Case Manager</td>
</tr>
<tr>
<td>10. Incident Reports</td>
<td>Received within 24 hrs of incident</td>
<td>Project Officer &amp; Case Manager</td>
</tr>
<tr>
<td>11. Discharge Criteria</td>
<td>Contract implementation &amp; when there are changes</td>
<td>Project Officer</td>
</tr>
<tr>
<td>12. Staffing schedule &amp; Notification of vacancies</td>
<td>Contract implementation &amp; when there are changes</td>
<td>Project Officer &amp; Case Manager</td>
</tr>
<tr>
<td>13. Annual Independent Audit</td>
<td>December 31</td>
<td>Project Officer</td>
</tr>
<tr>
<td>14. LOCUS Survey</td>
<td>Within 30 days at the beginning of services and on an annual basis</td>
<td>Project Officer</td>
</tr>
<tr>
<td>15. Arlington County Public Health Report</td>
<td>Immediately upon outbreak of disease</td>
<td>Public Health Duty Officer &amp; Project Officer</td>
</tr>
<tr>
<td>16. 24-hour emergency response system</td>
<td>Contract implementation</td>
<td>Project Officer &amp; Case Manager</td>
</tr>
<tr>
<td>16. Discharge Criteria</td>
<td>Contract implementation</td>
<td>Project Officer</td>
</tr>
<tr>
<td>17. Discharge Summary</td>
<td>30 days after discharge</td>
<td>Project Officer</td>
</tr>
<tr>
<td>18. Monthly payment Invoice (EXHIBIT C)</td>
<td>Within 30 days after receipt</td>
<td>Project Officer</td>
</tr>
<tr>
<td>19. Licensure Reports</td>
<td>Upon receipt from the licensing officer</td>
<td>Project Officer</td>
</tr>
<tr>
<td>20. Support Service Day Logs</td>
<td>5th and 20th day of the month</td>
<td>Project Officer</td>
</tr>
<tr>
<td>21. Medicaid Reimbursement Report</td>
<td>20th day of the month</td>
<td>Project Officer</td>
</tr>
</tbody>
</table>

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“Intensive Supported Living Services”
AGREEMENT NO. 169-09-1
EXHIBIT B - BUDGET

Arlington County, Virginia Department of Human Services
BUDGET SUBMISSION FOR NON-PROFIT HUMAN SERVICES
ORGANIZATION

Agency Name: Fellowship Health Resources, Inc.
Intensive Supported Living Services

Fiscal Year: 07/09 to 06/10

PROJECTION YEAR PERSONNEL COSTS

<table>
<thead>
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Total | 9.50 | 375,150.00 | - | 28,098.99 | 11,756.40 | 2,260.90 | 6,244.65 | 48,980.94 | 424,130.94 | 424,130.94 |

Does your agency have an established salary scale? **YES** X **NO**

IF YES, INCLUDE A COPY OF THE SALARY SCALE WITH YOUR BUDGET SUBMISSION

Agreement No. 169-09-1
"Intensive Supported Living Services"
# Invoicing Table

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<td>June</td>
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**ATTACHMENT NO. 2**

**REPORT**

Invoice #: __________________ Date: __________________

Contract #: __________________ PO #: __________________

From: Fellowship Health Resources

Arlington County Department of Human Services, Behavioral Healthcare Division

To: ______________________

Re: Other Expenses - Group A Contract Group

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<th>Description</th>
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**Total** $ __________________

**Remember to attach receipts for all line items**

Agreement No. 169-09-1

"Intensive Supported Living Services"

48
## INVOICE

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<th>Client</th>
<th>Date Admitted</th>
<th>Units Billed this Month</th>
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*Total $ -

*For FY10, Annual Units Have Been Pro-Rated for Contract Term: September, 2009 - June 2010*
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* For FY 10, Rent Annual Amounts Based 10 Months - September - June

Current Reimbursement $ - $ - $ - $ - $ -

Remember to attach receipts for all line items *