NOTICE OF AWARD OF CONTRACT

TO:
L'ARCHE, INC.
PO BOX 21471
WASHINGTON, DC 20009

DATE ISSUED: JUNE 28, 2010
CURRENT REFERENCE NO: 286-10

CONTRACT TITLE: RESIDENTIAL SERVICES, ADULTS WITH ID
PRIOR REFERENCE NO: 251-09

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2010 and expires on JUNE 30, 2011.

This is the FIFTH year award notice of a possible TEN year contract term.

The contract documents consist of the terms and conditions of Agreement No. 144-05-1 including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

REFER TO AMENDMENT NO. 4 OF AGREEMENT NO. 144-05-1

ATTACHMENTS:

AMENDMENT NO. 4

EMPLOYEES NOT TO BENEFIT:

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

| VENDOR CONTACT: DAVID KING | VENDOR TEL. NO.: 202-232-8477 |
| VENDOR PAYMENT TERMS: NET 30 DAYS | VENDOR FAX. NO.: 202-387-0963 |
| TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1233065 |
| COUNTY CONTACT: JENNIFER MCKINNEY | COUNTY TEL. NO.: 703-228-1717 |

CONTRACT AUTHORIZATION DISTRIBUTION

VENDOR: 1
BID FOLDER: 3

IVETTE GONZALEZ
Procurement Officer

DATE: 6/28/10
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 144-05-1
AMENDMENT NUMBER 4

REFERENCE NUMBER 286-10

This Amendment Number 4 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 144-05-01, as amended by Amendments No. 1 through 3 ("Main Agreement") and made between L’ARCHE, INC., PO BOX 21471, WASHINGTON, DC 20009 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid 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" AND THE "CONTRACT AMOUNT" PARAGRAPHS TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from July 1, 2010 and will be completed no later than June 30, 2011.

No work shall be deemed complete until it is accepted by the Project Officer. The Contract Amount or the cost of services provided, or both, may be increased or decreased during the Contract Term if available funds are not sufficient to maintain the current service levels. In no event, however, will the Contract Amount exceed the funds appropriated for the service by the County Board of Arlington County.

CONTRACT AMOUNT
The Contractor shall bill Medicaid through Department of Medical Assistance (DMAS) for services provided with Medicaid Waiver, at the Fiscal Year 2011 congregate rate. Additionally, the County agrees to pay the Contractor up to the total amount of $91,186.00 per year for services delivered to up to eight (8) County clients at 2 group homes. Included is a maximum of $7,798.25 per year per resident ($649.85 per month per resident) to cover costs not reimbursed by Medicaid Waiver funding, as well as up to a maximum of $3,600.00 per year per resident ($300.00 per month per resident) for housing assistance.

Clients shall not pay more than 30% of their income on housing and this shall be reflected in their residential fee agreement. The Contractor shall provide to the Project Officer a copy of the current residential fee agreement for each Client prior to submitting any bill for rental assistance.

The County will reduce payment on monthly basis for discharged or attritioned clients at the rate of $949.85 per month per client.

Arlington County funds shall be used in adherence to all Federal and Commonwealth of Virginia, Department of Medical Assistance Services regulations governing Home and Community-Based MR/ID Medicaid Waiver Medicaid
Waiver Services.

REPLACE THE “INDEMNIFICATION” PARAGRAPH WITH THE FOLLOWING:

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

REPLACE THE “TERMINATION FOR DEFAULT” PARAGRAPH WITH THE FOLLOWING:

TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: 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, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for 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 (“Termination Costs”). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted
to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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, default, or breach 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.

REPLACE THE "FAILURE TO DELIVER" PARAGRAPH WITH THE FOLLOWING:

FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main 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

SIGN BY: ________________________________
PRINT NAME  RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10/28/10

L’ARCHE, INC.

SIGN BY: ________________________________
PRINT NAME  David King, Business Administration
AND TITLE:  
DATE:  June 27, 2010

TAXPAYER ID NUMBER: 52-1233065