NOTICE OF CONTRACT AMENDMENT

TO:
HOME CARE PARTNERS, INC
1234 MASSACHUSETTS AVE, NW
#C-1002
WASHINGTON, DC 20005

DATE ISSUED:
SEPTEMBER 25, 2012

CURRENT REFERENCE NO:
413-10LW

CONTRACT TITLE:
HOME CARE SERVICES

AMENDMENT NO:
3

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

The above referenced contract is amended as follows:

REFER TO AMENDMENT NO. 3 ATTACHED.

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

VENDOR CONTACT: MARLA LAHAT
VENDOR TEL. NO.: 202-638-2382
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 202-638-3169
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1920603
COUNTY CONTACT: AARON KOCIAN
COUNTY TEL. NO.: 703-228-1749

CONTRACT AUTHORIZATION DISTRIBUTION

DATE:
9/25/12
BID FOLDER: 1

LYNETTE GONZALEZ
PROCUREMENT OFFICER
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO.157-09LW

AMENDMENT NUMBER 3

REFERENCE NUMBER 413-10LW

This Amendment Number 3 (“Amendment”) is made on the date of execution of the Amendment by the County and amends Agreement Number 157-09LW dated October 5, 2010 as amended by Amendment No. 1 and 2 (“Main Agreement”) and made between Home Care Partners, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

Whereas the County and the Contractor desire to amend 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.

A. DELETE PARAGRAPH 2, 3, AND 4 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING LANGUAGE:

2. ADSD staff, in collaboration with the Project Officer, determine client eligibility, hours and services to be provided to the client from the contractor. The information provided in the referral in the PeerPlace system includes the amount of the determined client fee, for which the vendor is responsible to bill the client monthly.

3. Referrals are forwarded to the contractor by ADSD staff according to the clients’ cluster they have been awarded. The referral is communicated to the contractor via the information and UAI with the PeerPlace which is a HIPAA - approved system.

4. All clients receiving Cluster Care are assigned an Adult Services worker, who determines if the services provided by the vendor meets their needs or if the client and their family require on-going care management. For those clients who do not require on-going care management, the Contractor shall provide a social worker or Registered Nurse to update the client’s UAI within the PeerPlace system.

B. UPDATE THE CONTRACT RATE IN “EXHIBIT B” TO READ:

The Contractor shall provide Home-Based Cluster Care Services, including block-based services, task-based services, support services and the distribution of meals at $25.67 per hour.

C. THE “CONTRACT TERM” PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

CONTRACT TERM

Work under this Agreement shall continue from October 1, 2012 and will be completed no later than September 30, 2013 ("third Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through
issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than two (2) additional twelve (12) month periods from October 1, 2012 to September 30, 2014 (each period 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 service by the County Board of Arlington County, Virginia for the affected extension period.

The Contractor has the right to elect not to extend the contract beyond the then current term. However, in the event the Contractor elects not to extend the contract, the Contractor shall provide the County a written notice of its intent not to extend at least ninety (90) days before the expiration of the then current term. The Contractor shall work cooperatively with the successor service provider to ensure clients are safely transitioned to a new service provider.

D. THE "CONTRACT AMOUNT" PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed $1,586,894 in accordance with the terms of the Payment paragraph and Exhibit A, at the Contract Rates specified in Exhibit B, for the Contractor’s completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Rates include all of Contractor’s costs and fees (profit).

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

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 9/20/12

HOME CARE PARTNERS, INC.

SIGNED BY: [Signature]
PRINT NAME: MARLA LAHOT
AND TITLE: Executive Director
DATE: 9/11/12

Agreement number 157-091W
Amendment No. 3
Page 2 of 2