NOTICE OF AWARD OF CONTRACT

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

DATE ISSUED: NOVEMBER 1, 2010

CURRENT REFERENCE NO: 421-10LW

CONTRACT TITLE: DOOR-THROUGH-DOOR PROGRAM

PRIOR REFERENCE NO: 416-09LW

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.

The contract term covered by this Notice of Award is effective DECEMBER 1, 2010 and expires on NOVEMBER 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. 416-09LW, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
REFER TO AMENDMENT NO. 1 TO AGREEMENT NO. 416-09LW

ATTACHMENTS:
AMENDMENT NO. 1 TO AGREEMENT NO. 416-09LW

SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY- OCCUPIED PROPERTY SHALL BE PAID AN HOURLY WAGE NO LESS THAN THE HOURLY LIVING WAGE RATE PUBLISHED ON THE COUNTY’S WORLD-WIDE WEB SITE AT THE TIME OF CONTRACT EXECUTION.

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: TERRI LYNCH
COUNTY TEL. NO.: 703-228-1733

CONTRACT AUTHORIZATION

[Signature]
DATE: 11/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 416-09LW
AMENDMENT NUMBER 1
REFERENCE NUMBER 421-10LW

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 416-09LW dated November 25, 2009 ("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 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.

1. REPLACE "EXHIBIT B" WITH THE ATTACHED "AMENDED EXHIBIT B"

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

CONTRACT TERM
Work under this Agreement will commence on December 1, 2010 and will be completed no later than November 30, 2011 ("First 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 under the same contract unit prices for not more than three (3) additional twelve (12) month periods from December 1, 2011 to November 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.
3. THE "CONTRACT AMOUNT" PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

CONTRACT AMOUNT
The County will make available two New Freedom federal grants, as are made available to it for such purpose by the Metropolitan Washington Council of Governments, to the Contractor for reimbursement of actual expenditures incurred by it (during the term of this Contract) in accordance with the terms of the Payment Paragraph and Exhibit B ("Budget").

The County will pay the Contractor up to $232,950.69 in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the work described and required in the New Freedom federal grants documents subject to the terms and conditions in those documents.

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: ____________________________________________________________________
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 12/15/10

HOME CARE PARTNERS, INC.

SIGNER
BY: ____________________________________________________________________
PRINT NAME MARLA LAHAT
AND TITLE: EXECUTIVE DIRECTOR
DATE: 12/15/10
### AMENDED EXHIBIT B
#### BUDGET

**Home Care Partners – Door Through Door Contract**

<table>
<thead>
<tr>
<th>Grant 1 Budget</th>
<th>Billed from Grant 1 only beginning to August 2010</th>
<th>Remaining dollar amount from Grant 1</th>
<th>Grant 2 Budget</th>
<th>Total dollar amount remaining in both Contracts</th>
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<tr>
<td><strong>Operating (50/50)</strong></td>
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<tr>
<td>Salaries (Labor)</td>
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</table>

**Total** $144,000.00 $89,706.31 $54,293.69 $178,657.00 $232,950.69

Agreement 416-09LW
Amendment no. 1
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