

ARLINGTON COUNTY, VIRGINIA
STANDARD FORM AGREEMENT

THIS AGREEMENT is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: St. Coletta of Greater Washington, Inc.
1901 Independence Ave. S.E., Washington, D.C. 20003 (Contractor)

1. The Contractor agrees to provide the following services:

Day Support Services in compliance with the terms of Fairfax County RFP08-911832-31 and addendum. (see Exhibits B and C).

2. The Contractor's provision of these services shall be subject to review and approval by the County's Project Officer assigned by the Director, Human Services Department.

3. The Contractor shall provide the service designated in Paragraph 1 beginning on July 1, 2010, and unless terminated as provided below, shall continue until June 30, 2011.

4. For services rendered by the Contractor and accepted by the Project Officer the County shall pay the Contractor \$148.22 per Arlington funded client per day up to the maximum amount of \$240,709.28, with payment to be made monthly. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor, as determined by the Project Officer.

5. During the period of the Agreement the Contractor agrees to furnish all of the services described herein. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no services are required.

6. It is understood and agreed by the parties that the Contractor is an independent contractor and the County will not withhold from the compensation paid any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Contractor; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees.

7. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory service as determined by the Project Officer.

8. In the event of termination of this Agreement, the County will give the Contractor written notice fifteen (15) days before the effective date of termination. Such notice shall be effective upon being mailed.

9. In the event this Agreement is terminated by the County for the Contractor's failure to provide satisfactory service, the Contractor shall be entitled to receive compensation only for services satisfactorily performed and accepted by the Project Officer prior to such termination.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement as set forth above shall render this Agreement null and void and the County will be relieved of all duties hereunder.

11. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

Workers Compensation-Standard Virginia Workers Compensation Policy.

X Commercial General Liability - \$500,000 combined single limits with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project, Products and Independent Contractors.

X The County is to be an additional insured on the liability policy.

X Automobile Bodily Injury and Property Damage Liability -- \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

X Hold Harmless Agreement, attached, is made a part of this Agreement.

12. No employee of Arlington County, Virginia shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

13. This Agreement is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is established as fifteen (15) days.

14. The Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, 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 provision 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 include the provisions of the foregoing paragraphs a, b, and c in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or Supplier.
- e) The Contractor also 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 publicly and privately provided services and activities.

- f) 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 Supplier. 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.

15. 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.

16. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

18. This Agreement consists of this document and the Following Exhibits: (A) Hold Harmless Agreement (B) Fairfax County RFP 08-911832-31 (C) Fairfax County RFP 08-911832-31 Addendum

19. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering Business Licenses as those provisions may apply to this Agreement.

20. This contract 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 brought in the Circuit Court for Arlington County, Virginia.

21. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, 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, 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 Agreement.

22. 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.

23. Arlington County does not discriminate against faith-based organizations.

24. 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.

25. 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

FOR THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Saint Coletta of Greater Washington, Inc.

(CONTRACTOR NAME)

SIGNED: *Frette Ampley*

PRINTED NAME RICHARD D. WARREN, JR.
AND TITLE: *for* PURCHASING AGENT

DATE: *6/10/10*

EIN/SSN: *54-0968224*

SIGNED: *Sharon B. Raimo*

PRINTED NAME SHARON B. RAIMO, CEO
AND TITLE:

DATE: *6-3-10*

EXHIBIT A
HOLD HARMLESS AGREEMENT

The Contractor understands and acknowledges that the County normally requires all Contractors with the County to secure certain insurance coverage evidenced by a certificate of insurance.

The Contractor certifies that after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for this Agreement.

Therefore, the Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County, and in consideration of the County's agreement not to require the Contractor to secure the insurance coverage customarily required of contractors with the County, covenants with the County and the County's successors, representatives and assigns, as follows:

1. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, 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, 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. Additionally, if the Contractor subcontracts any or all of the services or work that the Contractor is required to deliver under this contract to one or more subcontractors, the Contractor also covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, 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, resulting from, arising out of, or in any way connected with the subcontractor'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 Agreement.

2. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the County determines that the covenants described in paragraph 1, above, shall no longer be necessary.

3. In executing this Exhibit, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in Paragraph 1, above. In executing this Exhibit, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

CONTRACTOR NAME (PRINT): Saint Coletta of Greater Washington, Inc.

AUTHORIZED SIGNATURE:

Sharon B. Coimo

PRINTED NAME AND TITLE: SHARON B. RAIMO, CEO

DATE: 6-3-16

L:\MAST\1-SFA; REVISED 04-09

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2010

| | | |
|---|---|--|
| PRODUCER The CIMA Companies, Inc. (CIM) 1800 N. Beauregard St, #100 Alexandria, VA 22311-1726 703 739-9300 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURED St. Coletta of Greater Washington, Inc. 1901 Independence Avenue, SE Washington, DC 20003 | INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Hartford Insurance Company of Illinois INSURER C: INSURER D: INSURER E: |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK363872 | 11/15/09 | 11/15/10 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PHPK363872 | 11/15/09 | 11/15/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | PHUB256057 | 11/15/09 | 11/15/10 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 42WERH9915 | 11/15/09 | 11/15/10 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Arlington County (including its elected and appointed officials, agents and employees) is listed as additional insured on the general liability policy as respects operations performed by the named insured regarding contract number 09CSA.109 Coverage afforded under this policy (See Attached Descriptions)

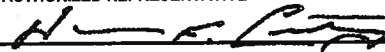
CERTIFICATE HOLDER

County Board of Arlington
 County, Virginia
 2100 Clarendon Blvd Suite 900
 Arlington, VA 22201

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

shall be primary to other insurance with respect to Arlington County (including its elected and appointed officials, agents and employees) concerning the named insureds operations within the above mentioned contract.