



**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 22-DHS-EP-727  
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on 5/28/2024 and amends Agreement Number 22-DHS-EP-727 ("Main Agreement") dated July 29, 2022, between Northern Virginia Health Center Commission DBA Northern Virginia Healthcare Center at Birmingham Green ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to contract provision 4. CONTRACT TERM, this contract is hereby renewed for its second subsequent contract term for an additional 12-month period beginning July 1, 2024, with two (2) additional 12-month renewals remaining.
2. **Price Increase:** Pursuant to contract provision 6. CONTRACT PRICE ADJUSTMENTS, adjustments to the Contract Amount/unit price(s) will not exceed the percentage change of **3.5%** in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for March 2024.
3. **Reference Contract Documents:** The following documents are hereby **REMOVED**:  
  
Exhibit F – Contractor COVID-19 Vaccination Certification  
Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification
4. **21. COVID-19 VACCINATION POLICY FOR CONTRACTORS** is hereby deleted and removed in its entirety.
5. **48. NOTICES** is hereby changed to replace the County's Project Officer as follows:

**TO THE COUNTY:**

Jo-Ann Leitch, Project Officer  
Aging and Disability Services  
2100 Washington Boulevard, 4<sup>th</sup> Floor  
Arlington, Virginia 22204  
Phone: 703-228-1740  
Email: [jleitch@arlingtonva.us](mailto:jleitch@arlingtonva.us)

6. **54. INSURANCE REQUIREMENTS** is hereby deleted and replaced in its entirety to reduce the commercial general liability annual aggregate, remove employee dishonesty or crime liability, add excess liability, remove medical malpractice/professional liability, and replace errors and omissions with professional liability, with the following:

#### **54. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation – Virginia statutory workers' compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with **\$1,000,000** annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned, and hired).
- d. Excess Liability - \$1,000,000 per occurrence/ claim.
- e. Professional Liability - **\$1,000,000** per occurrence/ claim.
- f. Abuse and Molestation Liability - \$1,000,000 per occurrence/ claim.
- g. Cyber - \$2,000,000 per occurrence.
- h. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- i. Cancellation – If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- j. Claims-Made Coverage – Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- k. Contract Identification – All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the county the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

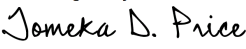
The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

- 7. **Exhibit B. Contract Rates** and all its references are hereby renamed Exhibit B Contract Pricing.
- 8. **Exhibit B. Contract Pricing (as amended above)** is hereby replaced in its entirety with the attached [Revised Exhibit B Contract Pricing](#).


All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:   
DocuSigned by: Tomeka D. Price  
 NAME: Tomeka D. Price  
 TITLE: Procurement Officer  
 DATE: 5/28/2024

NORTHERN VIRGINIA HEALTHCARE CENTER  
AT BIRMINGHAM GREEN

AUTHORIZED SIGNATURE:   
DocuSigned by: Perry Mason  
 NAME: Perry Mason  
 TITLE: CFO  
 DATE: 5/28/2024

**REVISED EXHIBIT B**  
**CONTRACT PRICING**

The County will pay the Contractor up to \$217,459.70 for intermediate nursing home care delivered to a maximum of four (4) Arlington County residents at the rates listed below:

1. Up to two (2) low-income (assisted living) Arlington County residents at a rate of \$**191.87** per resident per bed per day
2. Up to two (2) low-income (nursing home) Arlington County residents at a rate of \$**106.02** per resident per bed per day.

| Number of Residents | Current FY24 Rate Per Bed Per Day | New Rate FY25 with 3.5% CPI-U Increase | Number of Days | Maximum Amount      |
|---------------------|-----------------------------------|--|----------------|---------------------|
| 2                   | \$185.38 (assisted living)        | \$191.87 (assisted living)             | 365            | \$140,065.10        |
| 2                   | \$102.43 (nursing home)           | \$106.02 (nursing home)                | 365            | \$77,394.60         |
|                     |                                   |  | <b>TOTAL</b>   | <b>\$217,459.70</b> |

In the event an Arlington County resident experiences a need for Contractor directed medical care, the Contractor shall bill the client's insurance prior to seeking payment from the County, as the County will be the payor of last resort under such circumstances. With prior approval from the County Project Officer, the County will pay the Contractor a maximum of \$5,000 as follows for the client:

1. **Physical and Occupational Therapy** – a maximum of \$2,000 (up to 2 weeks of therapies, based on the Contractor's clinical assessment).
2. **Physician prescribed medications** – maximum of \$500. Generic and lower cost medication options will be utilized when available.
3. **Physician prescribed medical care** – a maximum of \$2,000 for the remainder of the agreement on a cost reimbursement basis with documentation of the charge; and
4. **Auxiliary and personal care costs** – a maximum of \$500 for the remainder of the agreement based on monthly needs.

**The total annual amount not to exceed for this agreement is \$222,459.70.**