

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AMENDMENT COVERPAGE

TO: Arlington VOA ALR Operating, Inc. 1660 Duke Street Alexandria, VA 22314	ORIGINAL DATE ISSUED: <u>APRIL 1, 2017</u>
	CONTRACT NO: <u>17-183-SS</u>
	CONTRACT TITLE: <u>Mary Marshall Assisted Living Operation</u>
	AMENDMENT NO: <u>5</u>

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

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 17-183-SS, including any exhibits, attachment, or amendments thereto.

EFFECTIVE DATE: July 1, 2021

EXPIRES: June 30, 2022

RENEWALS: Five (5), One (1) Year Renewal Options from July 1, 2022 TO June 30, 2027

COMMODITY CODE(S): 95208

LIVING WAGE: **Y**

ATTACHMENTS:

Amendment No. 5

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT:</u> Divina Alston	<u>VENDOR TEL. NO.:</u> <u>(571) 527-5002</u>
<u>EMAIL ADDRESS:</u> DAlston@voa.org	
<u>COUNTY CONTACT:</u> JIM BAKER	<u>COUNTY TEL. NO.:</u> <u>(703) 228-1713</u>
<u>COUNTY CONTACT EMAIL:</u> JBAKER@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Tomeka Price Title: Procurement Officer Date: July 1, 2021

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-183-SS
AMENDMENT NUMBER 5**

This Amendment Number 5 (“Amendment”) is made on July 1, 2021 by the County and amends Agreement Number 17-183-SS dated April 1, 2017 (“Main Agreement”) and as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 with corresponding exhibits and attachments between **Arlington VOA ALR Operating Inc.**, 2000 5th Street South, Arlington, Virginia, 22204, a Minnesota corporation authorized to do business in the Commonwealth of Virginia (“Contractor”), and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Amendment No. 2, dated June 29, 2018 is hereby renamed Amendment No. 1, dated June 29, 2018.
2. Amendment No. 4, dated June 25, 2020 is hereby renamed Amendment No. 2, dated June 25, 2020.
3. Amendment No. 5, dated July 8, 2020 is hereby renamed Amendment No. 4, dated July 8, 2020.
4. By signing Amendment No. 5, the County and the Contractor approves the 1.5 CPI-U increase referenced in Amendment No. 1, amending the contract amount paragraph referenced in Amendment No. 2 and the 3.54% CPI-U increase referenced in Amendment No. 4.
5. **CPI-U Increase:** Per clause 6. Contract Price Adjustments, this Contract is hereby increased by **2.6%** per the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12 months of statistics ending March 2021. **Such increase will commence July 1, 2021.**
6. **Contract Documents** is hereby deleted in its entirety and changed to read:

CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Living Wage Forms
- Exhibit D – Living Wage Quarterly Compliance Report
- Exhibit E – Business Associate Agreement
- Exhibit F – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit G – Philosophy for Operation of the Facility
- Exhibit H – Reportable Incidents
- Exhibit I – Reporting Requirements
- Exhibit J – Monthly Client Invoice Detail Format

Exhibit K – Mary Marshall Assisted Living Residence Organizational Chart

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

7. **Contract Amount** is hereby deleted in its entirety and changed to read:

CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

8. **Contract Price Adjustments** is hereby deleted in its entirety and changed to read:

CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

9. **Payment** is hereby deleted in its entirety and changed to read:

PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

10. **Audit** is hereby deleted in its entirety and changed to read:

AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

11. **Notices** is hereby deleted in its entirety and changed to read:

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Divina Alston, Administrator
Arlington VOA, ALR Operating, Inc.
2000 5th Street South
Arlington, Virginia 22201
Email: DAIston@voa.org

AND

Nancy Gavin, Vice President of Financial Services
7485 Office Ridge Circle
Eden Prairie, MN 55344
Email: Ngavin@voa.org

TO THE COUNTY:

Harry Ayling, Project Officer
DHS – ADS Sr. Adult Mental Health
2100 Washington Boulevard, 4th Floor
Arlington, Virginia 22204

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

12. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Clause Number 50. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

50. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

13. **INCORPORATION OF SERVICE WAGE CONTRACT REQUIREMENTS:** Clause Number 51. Service Wage Contract Requirements is hereby added to the Contract Terms and Conditions:

51. SERVICE WAGE CONTRACT REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned,

County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit D;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

Attachment A is hereby deleted in its entirety and replaced with Exhibit A, Scope of Work.

Attachment B is hereby deleted in its entirety and replace with Exhibit B, Contract Pricing. **Exhibit B reflects a 2.6% CPI-U increase.**

Attachment C – Business Associate Agreement is hereby renamed Exhibit E – Business Associate Agreement.

Attachment D – County Nondisclosure and Data Security Agreement (Contractor) is hereby renamed Exhibit F – County Nondisclosure and Data Security Agreement (Contractor).

Exhibit A – Philosophy for Operation of the Facility is hereby renamed Exhibit G – Philosophy for Operation of the Facility.

Exhibit B – Reportable Incidents is hereby renamed Exhibit H – Reportable Incidents.

Exhibit C – Reporting Requirements is hereby renamed Exhibit I – Reporting Requirements.

Exhibit D – Monthly Client Invoice Detail Format is hereby renamed Exhibit J – Monthly Client Invoice Detail Format.

Exhibit E – Mary Marshal Assisted Living Residence Organizational Chart is hereby updated and renamed Exhibit K – Mary Marshal Assisted Living Residence Organizational Chart.

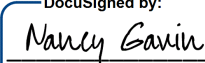
All other terms and conditions of the Main Agreement remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON VOA ALR OPERATING, INC.

AUTHORIZED SIGNATURE: 
DocuSigned by:
5950D4E0ACC0472...

AUTHORIZED SIGNATURE: 
DocuSigned by:
5DF42ED2631B4EA...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME: Nancy Gavin
TITLE: Vice President of Financial Services

DATE: 8/24/2021

DATE: 8/24/2021

Mary Marshall Assisted Living Residence
EXHIBIT A
SCOPE OF WORK

1. GENERAL PROJECT DESCRIPTION

The Contractor shall operate and manage the Mary Marshall Assisted Living Residence at 2000 S. 5th Street, Arlington, Virginia, in compliance with the Virginia Department of Social Services Standards for Licensed Assisted Living Facilities (“VA ALF Standards”) and Arlington County standards and requirements. Please see *Standards for Licensed Assisted Living Facilities* (effective 07/2013), found at <http://www.dss.virginia.gov/facility/alf.cgi> under the “Regulations, Technical Assistance and Code References” header.

The Mary Marshall Assisted Living Residence provides comprehensive, person-centered assisted living services for up to 52 persons with serious mental illness and/or developmental disabilities. The Contractor shall provide these services on 24 hours/7 days per week basis and tailor the services to meet the scheduled and unscheduled needs of the residents.

The Mary Marshall Assisted Living Residence “MMALR” shall be maintained to assure that it is a safe and sanitary residence that provides a comfortable and homey atmosphere for residents. To ensure the safety of residents, staff, and volunteers, the Contractor shall develop and maintain comprehensive and operable safety and emergency protocols for the MMALR.

2. CONTRACTOR SHALL COOPERATE WITH THE COUNTY PROJECT OFFICER AND DHS CASE MANAGERS

DHS shall designate a Project Officer (Senior Adult Mental Health Program Manager) to serve as the primary contact with the Contractor.

- A. The Contractor understands and agrees that the Project Officer will conduct routine quality assurance and compliance reviews. The Contractor shall provide the Project Officer with necessary access to staff, files and reports necessary to complete the reviews.
- B. The Contractor shall provide information to its staff, via an orientation or on a consultation basis as needed, about services and programs available to the MMALR residents from DHS. The County Project Officer or his or her designee will work with the Contractor to assist with providing such program and service information to staff.
- C. The Contractor understands and agrees that the Project Officer or his or her designee will conduct routine contract review meetings with the Contractor and that such reviews may include but not be limited to the following.
 1. Review of budget
 2. Review of achievement of performance standards
 3. Review of any proposed facility and/or program changes
 4. Discussion of any issues raised by residents, the DHS or Social Services Licensing Division, and/or the County Advisory Committee
 5. Discussion of any contract or compliance issues
 6. Any other issues deemed appropriate to ensure compliance with this Agreement

- D. The Contractor understands and agrees that each resident of MMALR will have a case manager employed by DHS. The Contractor shall cooperate with each assigned DHS case manager in carrying out his/her duties, which may include:
 - 1. Participating in the development of the resident's Individual Service Plan (ISP)
 - 2. Participating in resident progress review meetings held by the Contractor.

3. GENERAL OPERATIONAL REQUIREMENTS OF THE CONTRACTOR

The Contractor shall provide assisted living services in a manner that meets the philosophy for the operation of the facility goals, as outlined in Attachment A to this Scope of Work and the general requirements enumerated below. Nothing in the Contract shall be construed to limit the Contractor's responsibility to manage the details or execution of the work performed.

- A. The Contractor shall provide services 365 days a year, 24 hours per day.
- B. The Contractor shall establish an internal 24-hour fire and medical emergency response system, subject to review and approval of the County Project Officer.
- C. The Contractor shall establish eligibility criteria that at a minimum shall include:
 - 1. Applicant is 55 years of age or older
 - 2. Applicant meets ALF criteria
 - 3. Applicant is continent or able to manage own incontinence needs with minimal assistance from staff
 - 4. Applicant requires assistance with medications
 - 5. Diagnosis of serious mental illness and/or developmental disabilities
- D. The Contractor shall not admit or retain individuals that are outlined in the [Virginia Department of Social Services Assisted Living Facility regulations](#).
- E. The Contractor shall establish an admission preference for applicants who live in Arlington County and have a DHS Case Manager or DHS Therapist.
- F. The Contractor may be requested to submit a marketing plan for review by the County Project Officer. The purpose of the marketing plan is to identify Arlington residents who may not be known to DHS and who are qualified for admission to the residence.
- G. The Contractor shall maintain an Admissions Review Team that includes DHS staff and staff of the Contractor to review and approve applications for admission to the facility.
 - 1. The Contractor shall select from referrals made by the County. The Contractor may also consider and select from third-party referrals and from individuals known to the Contractor through the marketing plan if these individuals have been approved by the DHS Referral Committee
 - 2. The Admissions Review Team shall have an established meeting schedule with policies and procedures to process applications in a timely manner
 - 3. The Contractor shall hold final approval of the admission of new residents to the MMALR. The Project Officer shall hold final approval of all resident discharges from the MMALR

4. The Contractor shall thereafter maintain a pool of qualified applicants who shall be available when vacancies occur after initial occupancy. The pool shall be updated monthly and verified with the Project Officer.
- G. The Contractor shall maintain a Resident Retention Review Team, comprised of DHS staff, which one of the staff shall be Senior Adult Mental Health Adult Services Public Health Nurse or equivalent and staff of the Contractor, the composition of which is subject to the approval of the Project Officer. At a minimum this team must include Director of Nursing, Director of Resident Services, a representative of the Aging and Disability Services Division and a representative of the Behavioral Healthcare Division. This Team will monitor the health and well-being of residents on a routine basis. The Contractor shall establish a protocol and meeting schedule for the Resident Retention Review Team, which protocol will be subject to the annual approval of the Project Officer.

The Resident Retention Review Team will also function as the Discharge Review Team and in this capacity, will review and approve the plans of residents whom the Contractor or DHS recommend for discharge or who wish to move out. The Contractor shall demonstrate that all other options to continue to provide services to the resident have been exhausted before proposing discharge. Residents will not be discharged, unless they have elected to move out, until the level of care exceeds that of the abilities and skills that the MMALR staff can provide. In addition, if the resident poses a serious liability, threat to harm themselves or other Residents or care needs are in conflict with VDSS ALF regulations those Residents will be recommended to be discharged from MMALR.

The process for reviewing a proposed discharge is as follows:

1. The Contractor shall prepare documentation supporting the proposed discharge, which must include, at a minimum, a final evaluation of the client's progress toward goals in the resident's service plans. The Contractor shall also prepare a plan developed with the resident and DHS Case Manager regarding the resident's plan for housing and continuing service needs outside of MMALR. This documentation shall be presented to the Discharge Review Team in a meeting called by the Contractor.
 2. If the Discharge Review Team reviews and approves a proposed discharge, the Contractor shall submit to the Project Officer a letter of request for discharge ("Approval Letter") within 30 days of the Discharge Review Team's decision. Discharge request letters are required when the Contractor wishes to discharge a resident (i.e., not required for resident deaths) or there has been a determination that the resident needs to be transferred to a higher level of care (such as a nursing home). This Project Officer shall provide template for discharge request letter.
 3. If the Discharge Review Team does not reach consensus on a discharge decision, the Contractor must consult with the Project Officer within one business day. The Project Officer, in association with the Division Chief for Aging and Disability Services, will have the final say in all discharge decisions.
- H. The Contractor shall give appropriate County personnel, as determined by the Project Officer, access to the residence, residents, records, materials, and all the data created as a result of this Agreement, consistent with the established local, state and federal regulations and as may be needed by the County to monitor compliance with this Agreement.

- I. The Contractor shall inform the Project Officer of any material changes in the operation of the facility that may affect the physical safety and well-being of residents, including by way of example and not limitation, loss of heat or air conditioning, infestation of rodents or insects, flooding or loss of water, etc.
- J. The Contractor shall inform the Project Officer of any changes in funding received for operations.
- K. The Contractor shall provide the Project Officer with a plan for the identification and evaluation, regular monitoring, and reduction or elimination of risks that may contribute to an unsafe environment. This plan is subject to the approval of the Project Officer.
- L. The Contractor shall use a person-centered planning approach to providing assisted living services. The Contractor shall encourage all residents to participate in their planning meetings and to provide feedback regarding their service providers, which the Contractor shall seriously consider.

The Contractor shall use an Individual Service Plan (ISP) that is approved by the Project Officer or his or her designee. The Contractor shall include in the ISP a detailed health care component that promotes the highest level of health and nutrition, enumerates a medication management plan, assists with aging in place as necessary, increases and maintains an individual's independence, and promotes integration into the MMALR community and the broader Arlington community.

- 1. The Contractor shall ensure that all residents have an ISP in place prior to moving into the residence. The ISP shall be updated according to Virginia Department of Social Services (VDSS) guidelines. The Contractor shall provide the initial ISP and quarterly reports to the resident, the DHS Case Manager, and the Project Manager or his or her designee within 10 days of development of the report.
 - 2. The Contractor shall notify the Project Officer and the DHS Case Manager within 24 hours of any new conditions that are placed in an ISP in response to new concerns.
 - 3. The Contractor shall ensure that the DHS Case Manager is provided a copy of the ISP in order for the DHS Case Manager to coordinate service providers.
 - 4. The DHS Case Manager shall participate in an annual planning meeting to include all service providers working with the resident as arranged by the Contractor.
- M. If a resident must leave MMALR for therapeutic reasons (e.g., to go to a hospital or rehabilitation facility) for longer than 14 days, the Contractor must call a care coordination meeting between clinical Contractor staff and the DHS Case Manager no later than the 14th day of the absence to determine if the resident will be able to return to MMALR. The maximum combined days absent is not to exceed forty-five (45) days. The definition of an occupancy day is included in Paragraph P. The Contractor's staff shall actively collaborate with the facility where the resident is located (e.g., a hospital or rehabilitation facility) on discharge from that facility and assist with the resident's return to MMALR.
 - 1. If it is determined that the resident will be unable to return to MMALR by the end of 45 consecutive days, then the County reserves the right to revoke all associated funding after the 45th day. The County Project Officer will be responsible for making this determination and will work in coordination with the Contractor. In the event of such a determination, the

Contractor will notify the resident (and those legally authorized to make decisions on the resident's behalf) that associated funding is to be terminated and that the resident will be discharged.

2. If a client receiving any outside support (Auxiliary Grant, Housing Choice Voucher, and/or identified third-party sources of support) leaves the facility for any reason (including for a short stay at a hospital) it is Contractor's responsibility to determine how long the client's outside funding will last.
3. If the resident intends to return to MMALR and has medical clearance to do so at some future time after the 45-day bed hold period is exhausted, then the resident (or other responsible financial party) has the option to continue to pay the full pro-rated, capitated cost on behalf of the individual after the County ceases funding and until those individual returns to MMALR. The resident then may re-apply for all applicable funding sources upon return to MMALR. If approved, then all applicable funding sources will be reinstated for the resident at the first of the following month. No retroactive payments for costs incurred during the bed hold will be charged to the County.
4. If the resident is not going to return to MMALR after the 45th day of absence and the Contractor has given the required notice, then the Contractor will initiate the vacancies protocol (detailed below) for the vacant room. County financial liability will not resume until the room is occupied by a new resident.
5. Residents are encouraged to take personal non-therapeutic leave as directed by their care plans.
6. If a resident has more than 15 days in a calendar year (starting from the date of admission to MMALR) wherein their bed is held while they are absent from MMALR for non-therapeutic leave (e.g., on vacation or staying with family), apart from leave that is included in the resident's care plan, then the County reserves the right to revoke all associated funding after the 15th day is exhausted. The definition of an occupancy day is included in Paragraph P.

After the 15th day, the Contractor will notify the County and the resident (and those legally authorized to make decisions on the resident's behalf) that associated funding is to be terminated. At that time, the County may cease having financial responsibility associated with that resident.

7. If the resident intends to return to MMALR at some future time after the 15-day bed hold period is exhausted, then the resident (or other responsible financial party) has the option to continue to pay the full pro-rated, capitated cost on behalf of the individual after the County ceases funding and until those individual returns to MMALR. The resident then may re-apply for all applicable funding sources upon return to MMALR. If approved, then all applicable funding sources will be reinstated for the resident at the first of the following month. No retroactive payments for costs incurred during the bed hold will be charged to the County.
 8. If the resident is not going to return to MMALR after the 15th day after notice is given by the Contractor, then the Contractor shall initiate the vacancies protocol for the vacant room. County financial liability will not resume until the room is occupied by a new resident.
- N. Occupancy Day: For purposes of determining the MMALR census and the length of time a person is absent from MMALR for therapeutic or non-therapeutic leave, a person is counted as being present if they are in the building when a formal count is taken by Contractor's staff at or about 1:00 A.M. each night.

- O. The Contractor will fill all facility vacancies using a list of potential clients provided by the County Project Officer. If there is no one on the referral list, the County will have five business days after notice from the Contractor to provide a list of approved, eligible clients to the Contractor. The Contractor will then have five business days to identify an appropriate client from the list and admit the client if he/she meets criteria. The County's Project Officer and the Contractor will negotiate based on each client's circumstances when client-related funding for a new resident will begin (a period not to exceed 30 days) from the date of the admission approval. The Contractor and the DHS Case Worker will mutually determine the move-in date for the new resident.

If the County does not provide valid referrals for legally available vacancies within the five-day timeframe, then the County will be financially responsible for 60% of the current capitated rate for the vacant room beginning on the sixth day of vacancy. This financial liability is only applicable if fewer than 51 beds are occupied.

During the period of vacancy when the County is financially liable (when fewer than 51 beds are occupied), the County Project Officer will work with the Contractor to activate the Contractor's external marketing plan and identify possible outside referrals for the vacancies. If no referred clients are identified after a period of 60 days, the County will compensate the Contractor at sixty percent (60%) of the full monthly rate until a proper referral is placed.

- P. In accordance with the Code of Virginia § 63.2-1719 and 63.2-1720, the Contractor will verify that no employees have been convicted of a barrier crime, as defined by § 63.2-1719. The Contractor will keep a Sworn Disclosure Form on file for each staff member employed at Mary Marshall Assisted Living Residence, who must complete this form annually. The Contractor shall develop a system to comply with the requirements of the state code.

4. PROGRAM AND SERVICES: OPERATIONS AND STANDARDS

The Contractor shall provide the residents of MMALR, many of whom have multiple disabilities, with a combination of housing, supportive services, personalized assistance, and mental health and health care designed to respond to the individual needs of those who require assistance with activities of daily living "ADL" and Instrumental Activities of Daily Living "IADL".

A. Direct Care Services:

The Contractor shall implement Direct Care Services policies as well as the following requirements and standards:

1. The Contractor shall maintain a minimum average ratio of Direct Care Staff to residents of 1:6.5 during the day and evening hours and 1:17 overnight. For purposes of calculating the ratio, Direct Care Staff includes Resident Care Coordinators, Nurse Manager, Licensed Practical Nurses (LPN), Health Unit Coordinator, Resident Services Staff and Managers, and facility Directors.
2. The Contractor shall provide the following Direct Care Services program components:
 - a. Medical advocacy with residents' doctors and medical care practitioners (as the treatment team determines is necessary) that ensures access and linkage to primary medical care, psychiatry, podiatry, other specialists as needed, rehabilitation therapies, hospice services, access to advanced care planning (Advanced Directives,

Durable Do Not Resuscitate Orders (DDNRs)), and Physician Orders for Scope of Treatment (POSTs). This includes coordination of medical appointments and medical escorts to doctor's appointments. Dental services shall be coordinated with staff at the County Dental Clinic or the dental clinic of the resident's choosing. The Project Officer or his or her designee will establish a protocol with Dental Clinic staff to schedule screenings and treatment appointments.

- b. A nursing care delivery system that provides in-house primary health care and includes diagnostic and treatment services, screening for disease risk factors and early signs of illness.
- c. Operation of a Wellness Center that shall include at a minimum: a nurse's office, storage and distribution of medications, provision of health screenings and development of health promotion, education, and exercise programs.
- d. Collaborate and coordinate with DHS and/or private providers of mental health, behavioral and psychiatric services to ensure that MMALR residents are receiving the appropriate care.
- e. Collaborate and coordinate with DHS and/or private providers of case management and mental health services to ensure that MMALR residents are receiving the appropriate care.
- f. Provision of skilled nursing and coordination of occupational and physical therapy as part of the residents' individual service plans.
- g. Management of medical and/or mental health emergency situations.
- h. Orientation of new residents to include a user-friendly and easy to read resident manual with information on wellness center hours and services, dining hours and staff roles and responsibilities, including the distinction between the Resident Care Manager and the DHS Case Manager.

B. Medication Management:

The Contractor shall implement medication management policies and procedures that comply with all applicable Virginia Board of Nursing Standards under the section Rules Governing Medication Administration, located at https://www.dhp.virginia.gov/nursing/nursing_laws_regs.htm. The Contractor shall also implement the following additional requirements and standards:

1. Contractor shall implement a medication management program that ensures that residents' medications are in a locked cart or cabinet in the Nursing/Wellness Center Office, except when a resident's UAI assessment indicates the resident is capable of self-administration, in which case those medications may be kept safely secured in the apartment. Insulin will be under secure lock in a refrigerator in the Nursing/Wellness Center Office at MMALR.
2. Designated Medications shall be kept under double lock and key per state regulations.
3. The Nursing Manager shall be responsible for directing or performing routine checks and reviews of medications according to each resident's care plan in the ISP or at least every six (6) months. The Nurse Manager shall develop and implement the health care component of the ISP for all residents of the MMALR. The Director of Nursing will, in association with the DHS Nursing staff, perform a medication reconciliation with the Contractor's medication list and the DHS medication list on a quarterly basis.

4. The Contractor shall employ or contract with a pharmacist to review each resident's medication plan on a quarterly basis and identify any concerns or contraindications, which shall then be made known to the residents and their physicians.
5. The Contractor shall develop individual plans for administration of insulin for residents who require insulin.
6. The Contractor shall develop a schedule to administer insulin injections, or to assist any residents who administer their own insulin injections, with pre-drawn syringes distributed by a licensed nurse.
7. Contractor shall develop and implement medication quality assurance plans to eliminate medication errors and medical refusals as much as possible. Medication errors include wrong person, wrong medicine, wrong dose, wrong time, wrong route, medication administered but not recorded, medication reported missing, missed medication due to pharmacy non-delivery, missed medication due to staff error, and other medications errors. All medication errors must be reported to the Project Officer or his or her designee in an incident report within one business day. Refer to Exhibit H for reportable incidents.
8. The contractor shall track all client medication refusals. Contractor shall report medication refusals in their monthly report submitted to the Project Officer. The Contractor's report shall include the date, name of resident involved, and frequency of the refusal, as well as any past medication refusals of the resident. Medication refusals by a resident on three (3) consecutive days must be reported (via phone, email or facsimile) to the Project Officer and the prescribing physician on the day of the third refusal.

C. Social and Recreational:

The Contractor shall maintain a social and recreational program that provides a minimum of two activities per day at the facility and three activities outside the facility per week. The Contractor shall also meet the following additional requirements and standards:

1. The social and recreational program shall be directed by the Life Enrichment Director, who shall have a 4-year bachelor's degree in recreation and therapeutic leisure activities. This staff person shall also direct the volunteer program, described below.
2. The Life Enrichment Director shall train all MMALR staff and volunteers to provide and assist with social and recreational programs.
3. The Contractor shall encourage residents to continue engagement in work and community programs.
4. The Contractor shall assess the recreation and leisure needs of residents upon admission and on an on-going regular basis to ensure that their interests are reflected in program planning.
5. Planned activities developed by the Contractor shall be designed to incorporate cognitive stimulation, life skills, physical movement and fitness, sensory stimulation, and socialization skills.
6. The Contractor's staff shall continuously try to engage residents who decline to participate in planned activities and encourage them to take advantage of program activities.
7. The program calendar developed by the Contractor shall include purposeful, interesting and challenging activities suitable to the population, including but not limited to: a variety of exercise programs; cultural activities; special interest outings (e.g. sports events, fishing, shopping, intergenerational programs, small motor activities and crafts, quiet games and small group discussions); food-centered activities; music-centered activities (e.g. local

concerts and plays, musical performance, music lessons); horticulture and plant care; and residence-wide parties for all occasions.

8. The Contractor shall provide residents with access to spiritual and religious programs in the MMALR and in the community.
9. The Contractor shall implement a comprehensive transportation plan to ensure that residents have access to the programs and activities in the community (Refer to Section J).
10. The Contractor shall develop a Volunteer Program, which shall be operated and organized at the MMALR. The Volunteer Program shall include volunteers from amongst the residents who wish to provide services in the MMALR and in the greater Arlington community and community volunteers who are interested in providing services to MMALR.

D. Dining and Snacks:

The Contractor shall provide dining and snack services for the MMALR residents. The Contractor shall provide three meals and two snacks per day that conform to the USDA health guidelines. All meals shall be prepared in the full-sized commercial kitchen on the terrace level of the MMALR. The Contractor shall provide a nutritious snack and concession bar, taking into account resident preferences.

The Contractor shall also meet the following requirements and standards:

1. A resident food committee shall include residents and be staffed by the cook and the Culinary Director. This committee shall help design menus and provide feed-back on the current offerings. A minimum of once per year, a food survey shall be administered to receive feedback from all residents.
2. To promote socialization, the Contractor will instruct MMALR staff to dine with residents, role modeling and engaging people in conversation.
3. The Contractor will develop a method to encourage family and friends to dine with residents.
4. The Contractor shall schedule mealtimes to provide residents sufficient flexibility to dine on their own schedules and to accommodate a variety of activities both on or off premises:
5. A system shall be put in place to accommodate residents who cannot or choose not to eat at the scheduled meal hours.
6. Residents shall have the opportunity, with food choices, to prepare a lunch bag meal during the morning hours to take with them to activities and other obligations outside of the residence.
7. The Contractor will require the Culinary Director to partner with the Nurse Manager to ensure that meals incorporate the special diet requirements prescribed by doctors for residents with medical issues, such as diabetes, kidney problems, high blood pressure, chronic heart disease and other health issues. In addition, a dietician shall periodically evaluate MMALR to ensure that menus incorporate special diet requirements ordered by residents' Physicians.
8. The Contractor shall require Direct Care Staff to work with residents, especially those on special diets, to assist them in making healthy food choices.
9. The Contractor shall develop a menu that highlights healthy food choices.

E. Residential Services:

The Contractor shall provide residential services, to include custodial, housekeeping, and laundry services. The maintenance of a clean and healthy environment is paramount. The Contractor shall implement the following requirements and standards:

1. Resident Care Coordinators/Maintenance staff shall be responsible for daily cleaning and routine heavy cleaning of common areas. Cleaning schedules shall be prepared and managed by the Contractor's administrative staff. Apartment care needs shall be addressed in residents' ISPs. Residents will be supported to do their own cleaning as they are able. Cleaning assistance will be provided to residents who are unable to do their own cleaning.
2. The Contractor shall solicit proposals from vocational service organizations to provide some or all the cleaning and janitorial work in the common areas and/or laundering of dining and bed linens.
3. Overnight, on-duty Resident Care Coordinator staff may perform some housekeeping and laundry services while on duty provided such tasks do not distract from required monitoring of residents.
4. Because residents should be encouraged to keep their rooms clean and tidy, Contractor staff shall provide such encouragement and support to residents who need assistance in this area.
5. The personal laundry equipment on the 2nd floor shall be available for use by residents. Residents' family and friends should be encouraged to assist residents in this task. The Contractor's staff will provide encouragement and assistance.
6. The Mary Marshall Assisted Living Residence Administrator, with input from the Resident Council, shall establish standards for the cleanliness of the building, with which the Contractor and residents shall comply.
7. The Contractor is responsible for maintaining the cleanliness of the building through routine inspections and quality assurance reviews. The Contractor shall make the results of these reviews and inspections available to the Project Officer upon request.

F. Building Maintenance Services:

The Contractor shall provide building services that include comprehensive routine and preventive maintenance facility and grounds maintenance. The Contractor shall be responsible for maintaining all the building's systems, components, and equipment in optimal operating condition. The Contractor shall also be responsible for the following additional standards and requirements:

1. The Contractor shall develop programs that include but are not limited to routine inspections to identify maintenance issues that might not get reported by residents or staff and all preventive work that can be scheduled routinely to preclude costly breakdowns.
2. The Contractor shall maintain a work order system that tracks the time and cost to complete maintenance work.
3. The Contractor shall ensure that the grounds of MMALR are clean and clear of debris and litter and that the landscaping plan approved by the Project Officer is maintained.
4. The Mary Marshall Assisted Living Residence Administrator shall routinely assess the quality of the maintenance work and implement program changes as needed.

G. Physical Safety and Security:

The Contractor shall be responsible for maintaining the physical safety and security of residents, staff, and visitors and the facility itself.

1. The Contractor shall maintain protocol to handle medical and mental health emergencies of all types. The protocol shall include, at a minimum, the following steps:
 - a. Initial assessment of immediacy and severity of the emergency.
 - b. Notification and cooperation with appropriate County agencies, including DHS, Office of Emergency Management, Fire Department, and Police Department.
 - c. Maintain a relationship with DHS Behavioral Healthcare Division Emergency Staff for assistance with psychiatric emergencies.
 - d. Liaison with local hospital emergency rooms to facilitate admission of MMALR residents.
2. The Contractor shall maintain a plan for sheltering residents in place in the event of power outages or other emergencies.
3. The Contractor shall employ or sub-contract with a reputable company to provide a security system for the building and grounds.

H. Administrative and Financial:

The Contractor shall be responsible for providing all necessary administrative and financial services required to operate the MMALR, including but not limited to financial reporting, budget preparation and control, procurement, insurance, resident billing and accounts payable, financial audit, records management systems, and automated information system. The Contractor also shall provide technical support for other administrative functions including records management, budget preparation, automated information systems, and procurement.

The Contractor shall apply for, obtain, and maintain a license from the VDSS to operate the MMALR. For this Agreement, Administration and Financial Services also includes financial reporting, budget preparation and control, procurement, insurance, resident billing and accounts payable, financial audit, records management systems, and automated information system.

The Contractor shall arrange for or provide the accounting and financial reporting, human resource, payroll, benefits, and billing.

I. Resident Accommodations:

The Contractor shall maintain resident accommodations, including resident rooms, living room, dining areas, transportation, mail, telephones, smoking, resident councils, pets living or visiting the facility as well as tracking personal possessions.

J. Transportation Plan:

The Contractor shall develop and implement a transportation plan that assists residents in making arrangements for transportation to work, medical/health appointments, and community events and programs and utilizes County transportation programs available to seniors and persons with disabilities. The plan shall be inclusive of requirements under the County Site Plan to encourage employees to utilize public transportation.

A van purchased by the Contractor shall be maintained and operated primarily for group activities and when public accommodations cannot be otherwise arranged. Should the van not be available to assist a resident with medical and health appointments who lacks transportation, Contractor staff shall assist the client with alternative transportation options and collaborate with DHS Case Manager.

K. Program support and Supervision:

The Contractor shall provide program support and supervision through its National Healthcare and Program Development Divisions and Consultants as follows:

1. The Volunteers of America Director, Housing Healthcare Services Integration shall supervise the Mary Marshall Assisted Living Residence Administrator and provide programmatic training and monitoring of all staff. The Mary Marshall Assisted Living Residence Administrator must have broad clinical experience with similar assisted living facilities and expertise in supportive housing programs for individuals with disabilities.
2. The Volunteers of America Senior Vice President of Healthcare Operations (Jacci Nickell) or her successor in this position shall be responsible for ensuring that financial management, human resources, and information support systems are in place at the MMALR and that the interface between MMALR and the National Office are effectively coordinated. Any successor to Ms. Nickell must have experience in managing and the administration of assisted living facilities, including with financial and business decision-making for such facilities.
3. On-going internal (financial and clinical) audits shall be performed by the National Services Office at a minimum of once per year. Results will be reported to the County within 60 days of completion of the audits.

L. Personnel:

The Contractor shall implement personnel policies and procedures for MMALR. The Contractor shall employ an adequate number of qualified staff to provide all services under this Contract. At a minimum, the Contractor shall employ those staff referenced in the Organizational Chart at Exhibit K. The Contractor shall provide the Project Manager with an Organization Chart and job descriptions of all staff. In the event, any of the following positions experience a vacancy:

1. Mary Marshall Assisted Living Residence Administrator
2. Director of Resident Services
3. Director of Clinical Services

The Contractor shall create a hiring committee for the position that includes at least one DHS staff and one citizen member. The Mary Marshall Assisted Living Residence Administrator shall have ultimate responsibility and authority for the selection of staff. The Contractor shall implement and operate a personnel system that includes at a minimum the following:

1. Written personnel policies and procedures that address benefits, classification and compensation, discipline (standards of conduct), employee performance evaluation, continuing education requirements, initial orientation and in-service training, equal employment opportunity, grievance process, hours of work, leave, outside employment, recruitment, and selection, transfer and promotion, termination and layoff, and travel and on-the-job expenses.

2. Written job descriptions with explicit responsibilities and qualification statement for all positions, and a system for documentation of employees' work-related education and training.
3. The Contractor shall employ sufficient staff who are bilingual (English/Spanish) to ensure that bilingual staff are available to residents on a daily basis. If a resident's native language is something other than English or Spanish, the Contractor and the Project Officer will arrange to provide interpretation services to the resident on an ongoing basis.
4. The Contractor shall ensure that all staff are fully versed in their job duties and responsibilities and maintain the credentials of the certifications they hold. All individuals hired as Resident Care Coordinators shall hold the certification of Certified Nursing Assistant in the Commonwealth of Virginia.
5. All hiring shall be conducted in compliance with local, state, and federal equal employment opportunity regulations.
6. [DELETED PER AMENDMENT NO. 5 \(See Section 51 in this current Amendment No. 5\)](#)

The Contractor shall implement "best" practice employee retention programs with support from its human resources consultant division. The Contractor shall provide an in-service training program for permanent and temporary staff that exceeds the minimum requirements. This training shall be mandatory for all service staff and shall include but not be limited to:

1. Philosophy of person-centered care and aging in place
2. Multiple disabilities, dementia, and the aging process
3. Addictions, addictive substances, and emotional make-up of persons with substance abuse history
4. Behavior management and monitoring for symptoms
5. Cultural diversity, limited English proficiency, and sensitivity
6. Cross training in different functions such as dining assistance and leisure programming
7. Teamwork and customer service
8. Psycho-active drugs, side-effects, and a general overview of their use
9. Dealing with challenging or aggressive behaviors

M. Payment Terms

1. When clients enter MMALR on a day other than the first of the month, or if a client permanently leaves MMALR on a day other than the end of the month, the Contractor will receive a prorated payment from the County for that month. The prorated amount will be the calculated County subsidy (total cost less expected client payment and expected outside revenue), multiplied by the remaining days in the month, divided by the total number of days in the month.
2. The Contractor is responsible for submitting an invoice for payment in an agreed-upon format by the 17th of the month following the month for which the Contractor is invoicing. If the 17th of the month falls on a weekend or holiday, the invoice shall be submitted on the next business day.

All invoices will be accompanied by agreed-upon schedules showing all monthly actual, allowable operating expenses for the project. All reimbursement or payment requests are subject to approval by the County Project Officer, who will validate that the expenses are allocable to the contract and are sufficiently documented.

3. The monthly invoice package must include the following:

4. Invoice detailing the requested reimbursement amount for the month of service being invoiced.
5. The completed MMALR Monthly Client Invoice Detail (Exhibit J).
6. Detail of actual, allowable expenses for the service month being invoiced.
7. Should the County, via its Project Officer, disapprove any payment request in part or in full, the Project Officer will afford the Contractor the opportunity to clarify or change the payment request. Should the County, via its Project Officer, approve the payment request, the County will provide payment of the appropriate amount to the Contractor within 30 days of the date on which the County approves the payment request. Once approved, there will be no corrections of earlier invoices and all payments made will be final.
8. On quarterly basis, the Contractor shall provide resident payment detail (including actual payments from residents to VOA, outstanding payments from residents wed to VOA, and resident payment plans) and any residents who have accumulated a pharmacy balance.
9. The Contractor shall make all reasonable efforts to raise funds, attempt to attract private pay residents, and reduce operating costs.

5. ADDITIONAL PROVISIONS

The Contractor shall comply with all performance-based information as follows:

- A. The Contractor must submit to the Project Officer quarterly (Quarter 1 July- September; Quarter 2 October-December; Quarter 3 January-March; Quarter 4 April-June) reports summarizing data and detailing the following information (format to be determined with Project Officer):
 1. Admissions
 2. Denials (with Reasons)
 3. Discharges (with Reasons)
 4. Hospitalizations (with Reasons)
 5. Staffing Updates (key positions, trainings)
 6. All Reportable Incidents in Exhibit H
 7. Facility Concerns and Issues
 8. Quality Assurance Activities (findings, corrective action plans, resident care, and nursing)
 9. Performance measure data detailed in Section B below.
- B. The Contractor will provide best-practice performance measures in each of the categories below, to be presented annually to the Project Officer for review and approval by July 10 of each year. The Contractor shall submit the information in a format determined by the Project Officer. The Contractor shall provide updates on the progress of performance measures in the monthly report.

The Contractor shall be awarded a point value for each of the measures listed below, with a maximum of twenty-two (22) points as a measure of progress and compliance.

1. Licensure: Three (3) points possible: Three (3) points awarded for a three (3) year license; one (1) point awarded for a two (2) year license; and zero (0) points for a one (1) year license.
2. Staff Development: Three (3) points possible for the following - 1) documenting that 100% of the Contractor's staff received at least three (3) specialized trainings or other development opportunities on mental health conditions that exceed licensure training

requirements during the fiscal year; 2) documenting that 100% of new staff received orientation to mental health services prior to delivering direct care services.

3. Key Staff Positions Filled and Retained: Two (2) points possible - The Administrator, Director of Nursing and Director of Residential Services are all filed with permanent hires and retained for 83.33% of the time period of July 1 to June 30, each Arlington County fiscal year.
4. Community Integration: Three (3) points possible - Points are awarded when 50% or more of the residents engage in the community two (2) or more times a month. Engagement in the community is defined as residents fully engaged and active in community life by accessing or participating in recreational, social, physical, or faith-based activities.
5. Fall Prevention: One (1) point possible – Implement an evidence-based fall prevention program and meet the goals outlined by the quality indicator below. The rates of falls must be less than five (5) per 1,000 resident day.

Quality Indicator	Standard Reference	MMALR Goal
Falls	9 per 1,000 Resident Days	5 per 1,000 Resident Days

6. Health and Well-being: Four (4) points possible – Residents must demonstrate positive healthcare indicators in the areas of reduced blood pressure, reduced diabetes diagnosis, prescribed medication adherence, access to dental services, weight management, and nutrition awareness. The Contractor must meet the following standards to receive the points.
 - a. 100% of residents will receive a flu shot. Exception will be made for clients with a signed declination on file in their health record.
 - b. 95% of residents shall demonstrate medication adherence. Adherence is defined as 95% of medications taken within the physician’s prescribed guidelines.
 - c. Maximize utilization of the Arlington Public Health Dental Clinic appointment slots. Maximum utilization is defined as designation of ten (10) residents to fill the ten (10) allocated slots by the Public Health Dental Clinic. The Contractor will coordinate the dental care.
 - d. Conduct two weight management and nutrition awareness programming events to include a minimum of 15% of the current census (8/52 when full) aimed at increase awareness regarding healthy eating and living.
7. Nursing Services: Three (3) points possible – Medication error rate for all medications administered will be less than two (2) percent. There will be no significant medication errors, as defined by the table below:

Quality Indicator	Standard Reference	MMALR Goal
Medication Error Rate	5% or less	2% or less
Significant Med Error Rate	None	0

8. Medical Services: Two (2) points possible – Contractor shall maintain a robust on-call emergency system for pharmacy medications, mental health crisis and medical issues. This

system will be presented to, reviewed, and approved by the Project Officer annually to keep current.

- C. The Contractor shall maintain a Community Advisory Council, as required by the County approved Site Plan, of not fewer than seven members, including two members appointed by the Arlington Commission on Long Term Care Residences or another designated Arlington advisory group. This and any other Site Plan conditions are subject to the Zoning Administrator's approval. The composition of the Council shall be submitted to the Project Officer.
- D. The Contractor shall comply with all DHS requests for information. The Contractor shall utilize an Electronic Health Record (EHR) system and ensure that all necessary software upgrades occur in a timely manner.
- E. The Contractor shall maintain client service records for a minimum of five years after the expiration of this Agreement unless the County takes possession of all records prior to that date.
- F. Incident reports will be completed by the appropriate Mary Marshall staff and manager and sent via secure email to the DHS Aging and Disability Services Division within one business day after the incident took place. Incident reports are required by DHS for all incidents listed in Exhibit H. If an incident occurred on a Friday, it will be sent to DHS by the following Monday.
- G. Urgent matters, meaning situations that threaten the life, health, safety, or welfare of a resident, including hospitalizations, and calls to emergency services, will be communicated immediately to the individual's DHS Case Manager and the Aging and Disability Services Division via phone or email to the Project Officer with an incident report to follow as above.
- H. To ensure security of residents' possessions, Mary Marshall's staff will fill out a personal possessions log for each client at time of admission, annually thereafter, and at discharge. A copy of the current log will be submitted to Project Officer annually on July 1. At a minimum the log will include the individual's name, date of the log, name and signature of staff completing inventory, and a detailed inventory of personal belongings to include clothing (by type and quantity), and personal property.
- I. The Contractor shall maintain a Virginia Department of Social Services Assisted Living License. The Contractor shall inform the Project Officer or its designee of any scheduled and unscheduled site visits of the Licensing Office and of any citations received after an inspection of the MMALR or reports of violations by residents or families.

Mary Marshall Assisted Living Residence
EXHIBIT B
Contract Pricing

The Contractor shall be paid monthly in accordance with the following rates, effective the date of full execution of the Agreement:

Category	Amount	1.5% CPI-U Increase 7/1/2018- 6/30/2022	3% CPI-U Increase 7/1/2019- 6/30/2022	Increase 6/25/2020- 6/30/2022	3.54% CPI-U Increase 7/8/2020- 6/30/2022	2.6% CPI-U Increase 7/1/2021- 6/30/2022
Rent Per Unit (20 units w/ kitchenette)	\$1,007	\$1,022	\$1,053	\$1,053	\$1,056.16	\$1,083.62
Services Per Unit (20 units w/ kitchenette)	\$4,407	\$4,555	\$4,692	\$4,692	\$4,696.16	\$4,818.26
<i>Total Per Unit</i>	\$5,414	\$5,577	\$5,745	\$5,745	\$5,752.32	\$5,901.88
Rent Per Unit (32 units)	\$985	\$1,000	\$1,030	\$1,030	\$1,033.16	\$1,060.02
Services Per Unit (32 units)	\$4,429	\$4,577	\$4,715	\$4,715	\$4,719.16	\$4,841.86
<i>Total Per Unit</i>	\$5,414	\$5,577	\$5,745	\$5,745	\$5,752.32	\$5,901.88
Total Units	52	52	52	52	52	52
Gross Charges Per Month	\$281,528	\$290,026	\$298,740	\$298,740	\$299,120.65	\$306,897.79
Less Estimated Auxiliary Grants, Housing Choice Voucher, & Client Contributions Per Month	(\$70,382)	(\$75,744)	(\$78,030)	(\$75,750)	(\$71,788.98)	(\$73,655.49)
Monthly Arlington Contribution (Estimated)	\$211,146	\$214,282	\$220,710	\$222,990	\$227,331.67	\$233,242.30
Yearly Maximum	\$2,533,752	\$2,571,383	\$2,648,524	\$2,675,883	\$2,727,980	\$2,798,908

Payments to the Contractor shall not exceed **\$2,798,908** in FY 2022.

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY

OFFICE OF THE PURCHASING AGENT

2100 CLARENDON BOULEVARD, SUITE 500

ARLINGTON, VA 22201

703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.

703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:
2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter: Year:

Company Name:

Contract Number: Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County owned, County controlled property, facilities owned, or leased and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature:

Date

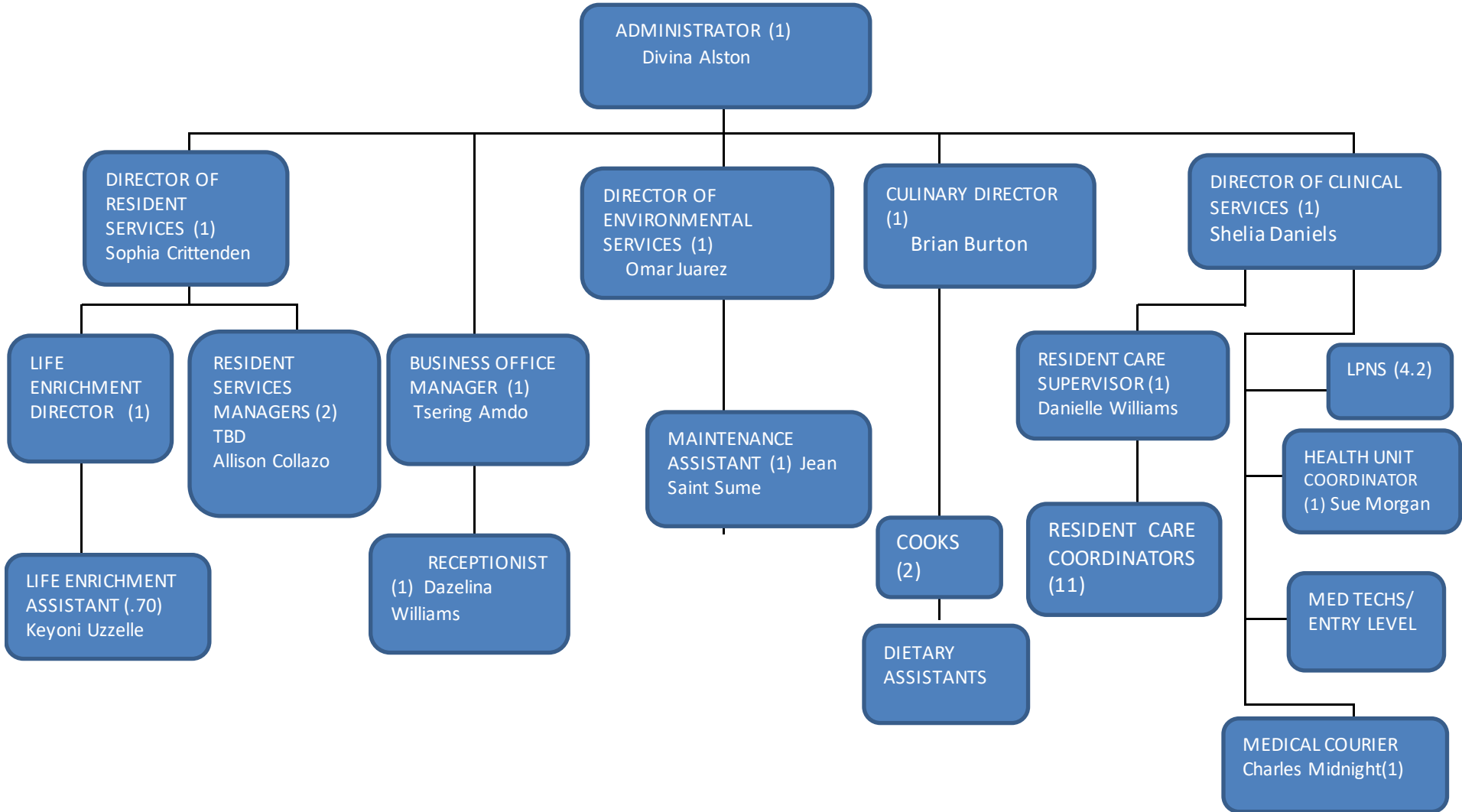
EXHIBIT I
Reporting Requirements

Report or Deliverable	Due Date or Frequency	County Staff
Incident Reports	1 business day	Project Officer or designee
Discharge Letter	14 days before discharge	Project Officer
Monthly Narrative and Data Report	Quarterly, by the 17 th of the Month following the end of the quarter	Project Officer
Monthly Invoice	17 th of month	Administrative Officer
Quarterly Financial Updates	Quarterly, by the 17 th of the Month following the end of the quarter	Administrative Officer
Annual Operational Audit	Annually prior to November 1 st	Administrative Officer
Policies and Procedures	Upon Request	Project Officer or designee
Other reports deemed as necessary	Upon Request	Project Officer or designee
Personal Property Log	July 1, Annually	Project Officer or designee
Living Wage Report	Quarterly	Submitted to livingwage@arlingtonva.us

EXHIBIT K

ORGANIZATIONAL CHART Aug-21

MARY MARSHALL ASSISTED LIVING RESIDENCE



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