

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

NOTICE OF CONTRACT AWARD

Home Care Partners, Inc	DATE ISSUED:	December 17, 2018
1234 Massachusetts Ave NW,	CURRENT REFERENCE NO:	16-151-RFP-2
Suite C1002,		Provision of in-home services to
Washington, DC 20005	CONTRACT TITLE:	persons enrolled in the Community Living program

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

The contract documents consist of the terms and conditions of AGREEMENT No. 16-151-RFP-2 including any attachments or amendments thereto.

EFFECTIVE DATE: DECEMBER 10, 2018

EXPIRES: JANUARY 31, 2024

RENEWALS: FIVE (5) ONE (1) YEAR RENEWAL OPTIONS FROM FEBRUARY 1, 2024 TO JANUARY 31, 2029

COMMODITY CODE(S): 95208, 95243, 95280, 95240

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 16-151-RFP-2

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MARLA LAHAT

VENDOR TEL. NO.:

202 638-2382

EMAIL ADDRESS: mlahat@homecarepartners.org

COUNTY CONTACT: Amy Vennett (DHS)

COUNTY TEL. NO.:

(703) 228-1714

COUNTY CONTACT EMAIL: Avenue@arlingtonva.us

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

AGREEMENT NO. 16-151-RFP-2

THIS AGREEMENT is made, on the date of execution by the County, between Home Care Partners, Inc ("Contractor") a District of Columbia Corporation having a place of business at 1234 Massachusetts Ave NW, Suite C1002, Washington, DC 20005, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Contract Pricing
- Attachment C – Contractor's Proposed Project Approach Attachment
- D – Business Associate Agreement

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".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is provision of in-home services to persons enrolled in the Community Living program. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on February 1st, 2019 and must be completed no later than January 31, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement for not more than four additional 12-month periods, from February 1, 2024 to January 31, 2029 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment 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 Attachment 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 Attachment B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until January 31, 2020 ("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-month period ending in August of each year of the Contract.

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 County Board increases the Living Wage, Contractor may request an increase to the contract rates. Contract rate increase will be negotiated between the Contractor and the County, and incorporated into the contract through an amendment or a notice of renewal.

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

7. 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 30 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.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment B.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 to the subcontractor that remain unpaid after seven 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 subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 this section 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.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement

in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. BACKGROUND CHECK

All employees or subcontractor whom the Contractor assigns to the work on this Contract must pass the Contractor's standard background check.

The background check will also need to include a [Commonwealth of Virginia Central Registry](#) background check. This latter check is good for five years. However, if an employee does not work with Arlington clients for three years in that five-year span, they must go through the check again.

These background checks are at the Contractor's expense. Documentation of successful background checks must be kept on file by the contractor.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drugfree workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General

Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related

delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for

infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal

information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION..

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all written 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:

Marla Lahat
Home Care Partners, Inc
1234 Massachusetts Ave NW, Suite C1002
Washington, DC 20005

TO THE COUNTY:

Amy Vennett, Project Officer/Program Manager
Arlington County Department of Health and Human Services
2100 Washington Blvd, 4th Floor
Arlington, VA 22204

AND

Sharon Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500 Arlington,
Virginia 22201

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a Countycontracted service provider, and the County will pay the fees.

50. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Attachment C). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

52. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication

aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.

- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. SERVICE CONTRACT WAGE 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 or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County's web site on the date of Contract execution.

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 current judgment rate set 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 Attachment B);
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 Attachment B;
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 working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment C).

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 debarment of the Contractor from consideration for future County contracts.

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 \$100,000/100,000/500,000. 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 \$2,000,000 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).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named 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.
- b. 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.
- c. 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.

d. 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 of 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED

SIGNATURE: 

NAME: SHARON T. LEWIS

TITLE: PROCUREMENT DIVISION CHIEF

DATE: 12/10/2018

HOME CARE PARTNERS, INC

AUTHORIZED

SIGNATURE: 

NAME AND Marla Lahat, Executive Director 12/10/18

ARLINGTON COUNTY AGREEMENT 16-151-RFP-2 ATTACHMENT A

SCOPE OF WORK

1. GENERAL

Contractor shall provide services to persons enrolled in The Community Living Program as described in this Scope of Work and the Terms and Conditions of the Agreement. Program participants are referred by the Arlington County Department of Human Services. The Community Living Program Manager, a County employee within the Aging and Disability Services Division (ADSD) of the Department of Human Services, oversees the contract and authorizes all services.

2. PROGRAM PHILOSOPHY

The Arlington County Aging and Disability Services Division uses a person-centered, strength-based service plan that is based on an assessment of functional needs and allows for the provision of services to be self-directed. Services should be provided in an efficient and cost-effective method. Innovative approaches to this type of work are valued.

The overall goal of this program is to maximize client independence and promote wellness for clients who choose to live in the community and age in place.

3. BEST PRACTICES

The Contractor shall comply with best practices and service standards in the field of home and community based services, as follows:

1. The Contractor's service delivery model should:

- a. Be efficient, cost effective and innovative
- b. Optimize the role of the Home Health Aide (HHA) as part of a care team, resulting in client services matching need, better client self-care management, continuity of care, and improved satisfaction of the HHA and client. Source: [Home Health Aide Partnering Collaborative](#) (PDF file)
- c. Stress the goal of improving client self-care management instead of having staff simply perform tasks "for" the client. Client independence should be maximized.
- d. Incorporate the [Virginia Department of Aging and Rehabilitative Services \(DARS\) Homemaker Service Standard](#) (PDF File)

2. The Contractor shall retain a high-quality workforce, including but not limited to Social Workers, Registered Nurses and Home Care Aides (HCAs) who are Certified Nursing Assistants (CNAs) or have received at least eighty (80) hours of approved training and received their CNA or Certified Home Health Aide certificate, regionally appropriate compensation plans, organizational support for employees obtaining industry related certifications, training, and recognition programs

3. The Contractor shall employ and train staff to be culturally competent.
4. The Contractor shall use technology and other demonstrated best practices in innovative ways, as follows:
 - Santrax phone system: provides verification of client services versus having client sign for services
 - Quality Assurance and Ethics Committee practices
 - Experience using PeerPlace
 - Unique training for staff: mental health first aide, Reiki, compassionate touch and therapeutic engagement
 - High rate of staff retention
 - Established office location at Culpepper Garden Senior Living Residence
 - Experience providing medical escorts
 - Medical competency exam for staff who will interpret in languages other than English during medical appointment escorts
 - Sub-contracted heavy cleaning services

4.1 PARTICIPANT DESCRIPTION

Arlington is an urban county of about 26 square miles located directly across the Potomac River from Washington DC. Arlington's population is racially, ethnically and culturally diverse. According to the 2010 Census about 36.0% of Arlington's residents were Hispanic/Latino, African- American, Asian or multiracial. More details about Arlington's demographic profile can be found here:

1. [Arlington Profile 2018](#) (PDF File)
2. [US Census Bureau Information](#) (PDF File)

The Community Living Program served 304 clients in 2017. Clients under the age of 60 made up 8% of clients. Clients between the ages of 60 and 79 years made up 49% of clients. 42% of the clients are over the age of 80.

In 2017 clients spoke the following languages:

Language	Percentage of Clients
English	83%
Spanish	4%
Vietnamese	4%
Amharic	3%
Russian	2%
Korean	1%
Hindi	1%

Other	3%
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More than 45% of current clients live in senior living residences in Arlington County, defined as Claridge House, Culpepper Garden, The Carlin, Hunter's Park and Woodland Hills. The remaining clients live in the general community, defined as clients not living in senior living residences. Services are not provided to clients in the hospitals, nursing homes or assisted living facilities.

4.2. PARTICIPANT ASSIGNMENT PROCESS

The County has will use zip codes to cluster and assign cases to each Contractor. However, if a Contractor has a specific clinical service are, clients may be assigned based on diagnosis. The Contractor will receive a template from the Program Manager that will request the reporting of service units per client, to include age and address information.

County staff will transition currently served clients and assign new referrals, based on the following geographic areas and zip codes of client residences and clinical criteria:

- Zip code 22203 - including the following Senior Living Residences: The Carlin and Culpepper Garden
- Medical escort services for clients from any geographic area in Arlington who are authorized for a task-based escort to medical appointments because they have a physical or mental health need to have someone travel with them
- Heavy housekeeping for clients in other geographic areas of Arlington, as requested by the Program Manager or designee, if the Contractor serving the client is not able to provide this service.
- Private residences in the following zip codes, not including Claridge House: 22201, 22202, 22205, 22207, 22209 and 22213 to include Hunter's Park.
- Note: Clients living in these zip codes with a diagnosis of a serious mental illness will be referred to an alternate vendor.

There are approximately 130 to 180 clients in these categories, at onset of the contract. The Contractor will be authorized to serve these clients and any new clients who meet these criteria. Note: These clients have been served by this vendor in the past. County staff will review all cases to determine whether clients qualify for task-based or hourly services as this new contract commences.

The Contractor will be authorized to serve these clients provided the time frames for services, as listed in the *Referral, Evaluation, and Admission Process* section of this contract are met. Otherwise, an alternate Contractor with an existing contract will be assigned based on the best fit for client's needs, as determined by the Program Manager or designee.

5. REQUIRED SERVICES

5.1 The Contractor shall provide Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs) for identified clients. Contractor's staff shall be available seven days per week from 6 a.m. until 6 p.m., however, most services will be provided between 8 a.m. and 5 p.m. Most services will be scheduled Monday through Friday with some weekend availability needed.

The Contractor may be requested to initiate services for an urgent client situation, within a few hours of the request. These services would be of short duration and may include overnight hours.

The Contractor will need to provide substitutes when scheduled staff is unable to serve clients, as follows:

- Substituted staff will have similar or greater qualifications.
- The Contractor shall inform the client by phone of any substitutions, as soon as possible, once they are scheduled.
- The Contractor will endeavor to staff the client with a substitute at the originally scheduled time. However, the reasonable substitution of a same number of hours at a slightly different time during the scheduled day is sufficient.
- It is expected substitutions will be kept to a maximum of three different staff per month to promote continuity of care for the client.
- The Contract shall inform the Program Manager or designee if a client refuses a substitute or if the Contractor is not able to provide a substitute.
- If the Contractor is unable to provide a substitute and the Program Manager determines a substitute is needed, based on the needs of the client, the case may be transferred to an alternate Contractor.

All services will be authorized per task or hourly by the Program Manager or designee, per County procedures, and would include, but are not limited to the following:

1. Comprehensive assessment, development of care plan and monitoring of services
2. Personal care/bathing
3. Toileting
4. Light housekeeping
5. Personal laundry
6. Ambulation and transfer assistance
7. Preparation of a light meal and assistance with eating
8. Medication reminders
9. Grocery shopping and other essential errands
10. Safety checks
11. Scheduling physician and/or other health related appointments
12. Procuring medication including taking prescriptions to the pharmacy
13. Picking-up and delivering non-narcotic/non- controlled medication for the client if no pharmacy delivery is available
14. Assisting clients with filling out forms and applications for services
15. Reading mail to clients
16. Escort to congregate meals
17. Preparation for bed
18. Communications with appropriate County staff

The following is a description of each service and specific tasks related to the service that the Contractor's staff would be required to provide:

1. Comprehensive assessment

This could include, but not be limited to, assessing client needs; recommending service hours; developing the client's care plan; or monitoring services and supervision of aides by a Social Worker, Registered Nurse or Human Services Clinician.

Note: In Virginia, an individual can only use the title of Social Worker if s/he is licensed as a Social Worker in Virginia. In Arlington County, individuals without such a license are referred to as Human Services Clinicians.

2. Personal care/bathing
 - a. Assist with bathing
 - b. Assist with washing and drying hair
 - c. Assist with oral care
 - d. Assist with dressing
 - e. Provide incontinence care
 - f. Assist with facial shaving
 - g. Assist with donning clothing
3. Toileting
 - a. Assist on and off toilet
 - b. Assist with wiping
 - c. Assist with application and removal of incontinence products
 - d. Change clothing, if wet or soiled
4. Light housekeeping
 - a. Clients will provide cleaning supplies
 - b. Light Housekeeping Services shall include:
 - i. Dusting
 - ii. Vacuuming
 - iii. Sweeping and damp-mop kitchen and bathroom floors
 - iv. Washing of kitchen table and counter tops
 - v. Washing dishes
 - vi. Tidying spaces client uses
 - vii. Clean exterior of refrigerator
 - viii. Clean bathroom fixtures (i.e. sink, toilet, tub/shower)
 - ix. Emptying trash
 - x. Changing bed linens
 - c. Clients who might request or need a heavier cleaning should be discussed with the Program Manager or designee to determine the best course of action to include potentially referring the client to another Contractor who is authorized to provide this service
5. Personal laundry
 - a. For clients who don't have a washer or dryer in their home, the client must provide coins for the washer and dryer and laundry detergent.

- b. The Contractor's staff will use the closet laundry facility to the client's home, whether be in the client's community or in the larger community.
 - c. Services include:
 - i. Washing
 - ii. Drying
 - iii. Folding
 - iv. Storing clothing

- 6. Ambulation and transfer assistance
 - a. This task is for clients who require the assistance of another person to lift some of the client's body weight and provide physical support for the client's safe transfer.
 - b. Services include:
 - i. Assist with ambulation within home or property
 - ii. Assist to congregate meal
 - iii. Assist with transfers

- 7. Meal preparation and assistance with eating
 - a. Prepare nutritious light meal(s)
 - b. This includes the preparation of food that can be completed in a short timeframe, such as sandwiches, soup, heating frozen dinners, scrambled eggs, toast, salad, etc.
 - c. Escort to dining room and carry tray
 - d. Remind client to eat
 - e. Wash dishes
 - f. Observe and report whether client ate

- 8. Medication reminders
 - a. ADMINISTRATION OF MEDICATION IS NOT ALLOWED.
 - b. Remind client to take medication at designated times
 - c. Notify supervisor when client refuses or does not take medication
 - d. Assist client in opening pill bottles, medication boxes or medication blister packs.
 - e. Refer to a pharmacy who can bubble or strip-pack medications to promote adherence, as appropriate

- 9. Grocery shopping and other essential errands
 - a. This includes, but is not limited to, reasonable trips to and from the closest grocery/drug store and/or food bank for client groceries and/or non-narcotic medications.
 - b. It is preferred that grocery shopping is done for multiple clients at one time, and that the Contractor looks for efficiencies in this area
 - c. Do grocery shopping for client if there is no other option for client to get groceries
 - d. Put groceries away
 - e. Pick-up medications if a delivery service is not available or if there are no other options
 - f. MONEY MANAGEMENT IS NOT ALLOWED – Money management includes

paying client's bills, balancing the client's checkbook, conducting banking or financial transactions on behalf of the client at a financial institution.

10. Safety Checks
 - a. Provide daily or as needed "check-ins" at designated senior high rises only
 - b. Notify supervisor of problems
11. Preparation for bed
 - a. Assist with removal of clothing and donning of bed clothing
 - b. Assist with toileting before bed
 - c. Assist with transfer to bed
 - d. Medication reminder
12. Communications with appropriate County staff
 - a. Includes communication within one business day about changes in the plan of care, problems that arise during the delivery of services and attendance at a monthly meeting with the Program Manager at the Contractor's expense.
 - b. Communication may occur via phone, in-person at monthly meetings, via encrypted email, e-mail with very limited client identifiers, password protected files, with the password sent via another e-mail or other means and/or via other secure electronic systems.
13. Respite Services
 - a. Hourly services to support relief for client's caregiver(s) may be authorized based on need and available funding.

5.2 Prohibited Services

1. The Program Manager or designee will not authorize the Contractor to be paid for services or goods not outlined in the scope of work. This would include not providing authorized services for clients with another payment source for services (i.e. Medicare or Medicaid). Note: Should clients be authorized for short-term services by another payer (i.e. skilled services), the Contractor should bill the insurer and not the County for these services which the client receives them.
2. The Contractor shall not employ any employee or potential employee who has not passed a background and registry check.
3. The Program Manager or designee will not authorize the Contractor to be paid for services and hours not authorized or services provided after the Program Manager has directed the case be closed to services.
4. Arlington County and County staff are also absolved of any responsibility for the provision of unauthorized services.

5. If the Contractor receives a referral directly from a community member such as a physician, discharge planner, or family member for In-home Services, the Contractor can refer them to the County's intake unit (Phone: 703-228-1700) and/or notify the Program Manager or designee of the referral. The Program Manager or designee will not provide compensation to the Contractor for services for a new referral without authorization.
6. Services that SHALL NOT be performed include, but are not limited to, the following:
 - a. Transportation of the client with personal and/or client vehicle.
 - i. The vendor's staff may ride with the client in the client's preferred method of transportation which might be the client's car driven by the client, taxi or public transportation.
 - ii. Clients pay costs for staff who are riding to errands with them as part of services provided in the scope of work.
 - b. Services requiring professional skills (Skilled Nursing Care), such as tube feedings, Foley catheter irrigation, sterile dressings, suctioning and/or other procedures requiring sterile techniques, diabetic testing, and dispensing or determining the dosage of medications.
 - c. Services rendered to or for the convenience of other family members or members of the client's household.
 - d. Administration of medications.
 - e. Purchasing, pick-up and/or delivery of narcotic and controlled medication.
 - f. Management of money - Including but not limited to basic financial tasks, such as writing checks, balancing checkbooks, sorting and paying bills, and monitoring income and expenses.
 - g. Disposal of client's personal property, unless authorized by the client and supervised by County staff.
 - h. Functioning as personal advocate for client.
 - i. Functioning as interpreter for health appointment unless tested/assessed, at the Contractor's expense, and identified by the Contractor as being able to interpret medical terminology.

6. Referral, Evaluation, and Admission Process

1. The referral evaluation/admission process ensures appropriate and equitable services are determined and provided to all eligible clients. Referrals for the Community Living Program are received from numerous sources within the Department of Human Services (DHS) and the community. All referrals and assessments are reviewed by the Program Manager before services are authorized.
2. Client's eligibility is determined by the need for services, frequency and duration of needed services, client's income level, and the client's and family's willingness to participate in the program. The client and their family must agree to participate in the Community Living Program in order for services to be authorized.
3. County staff and/or the Contractor's staff shall perform an initial assessment using portions of the UAI (Uniform Assessment Instrument) to determine if services are needed and the client's eligibility for them. The client's fee is determined, based on a sliding fee scale, which is provided

by the County and updated annually. A signed agreement and consent forms are obtained from the client before services start.

4. County staff and/or the Contractor's staff shall recommend services to the Program Manager who authorizes services, based the client's need and availability of contracted funds. The case is assigned to the Contractor according to the client's geographical area as previously described. County staff will follow internal procedures to determine authorized services whether they are task or hourly based.
5. If multiple Contractors are awarded a Contract, referrals will be made first to the primary contractor awarded for each geographic and specialization area. If that contractor is unable to provide services in the timeframe stipulated in the contract, an alternate contractor, that best meets the client's needs as determined by the Program Manager or designee, will be authorized to do the work.
6. After receiving the authorization for services, if County staff initially assessed the client, the Contractor shall perform a service assessment in the client's home, within three business days of receiving the electronic referral, to complete initial paperwork and the UAI. The Contractor shall initiate services within two working days after the assessment, based on the client's choice to move forward or not.
7. If the Contractor's staff is performing the initial assessment, it shall be completed within three working days of receiving the referral from County staff. After the assessment is completed and the authorization has been received from the Program Manager, the Contractor will initiate services within two working days.
8. If the Contractor is unable to perform the assessment and/or initiate services within these established time frames, the Contractor's staff shall notify the Program Manager of the situation immediately after identifying any delays, providing information about the reason for the delay and whether it is due to Contractor, client and/or family issues. The Program Manager shall then determine the appropriate course of action for the client. Information about any delays will also be reported in the Contractor's monthly report to the Program Manager.
9. The Program Manager or designee will communicate the authorized services that are to be included in the plan of care, the authorized tasks and/or number of hours per week and the amount of any determined fee contribution, using a secure and HIPAA compliant system called Peer Place. The Contractor shall pay for the Contractor's staff to access and use this system. The Program Manager would collaborate with the Contractor to assure access to this system.
10. County staff will monitor the initiation of services and continue to provide short term case management services for referred clients who have needs beyond those met by the Community Living Program. County staff will collaborate with the Contractor's staff to determine when County staff will no longer case manage clients served by the Contractor. The Contractor shall provide a Social Worker, Registered Nurse or Human Services Clinician to monitor the client's services and supervise the client's Home Care Aide (HCA) and monitor the client, providing needed case management.

11. The Contractor's Social Worker, Registered Nurse or Human Services Clinician will need to be familiar with resources available to Arlington residents so appropriate referrals can be made should client's case managed by the Contractor's staff develop needs that will require referrals for other services to include but not limited to: Meals on Wheels, Housing Grants, Arlington Adult Day Program, Adult Protective Services (APS), Behavioral Health Services, etc. It will be the Contractor's responsibility to learn and maintain this level of knowledge. The Program Manager may facilitate these connections.
12. The Contractor shall provide a Social worker, Registered Nurse or Human Services Clinician to review and update the plan of care every six months and update the client's UAI, completing the remainder of the full UAI initially and annually in the Peer Place system.
13. Routine referrals for services are processed by the County during regular working hours, Monday through Friday from 8 a.m. to 5 p.m. Weekend and holiday referrals are processed on the next business day, unless there is an after-hours emergency.

7. Determination/Authorization of Tasks and Service Hours

1. The number of tasks or service hours is determined by the County and is based on the assessment of need and the availability of human and financial resources in collaboration with the Program Manager or designee. Arlington County will not pay for non-authorized hours and/or private pay services.
2. Additional service tasks or hours SHALL be approved by the Program Manager or designee except for in-home urgent or emergent situations.
 - a. A situation is considered an urgent or emergent situation when the health of the client prohibits the aide from leaving the client.
 - b. Examples of emergency situations include, but are not limited to medical emergencies, falls, and toileting issues.
 - c. The aide should notify his/her supervisor immediately of the need for urgent services.
 - d. The supervisor will authorize the aide to spend an appropriate amount of additional time with the client.
 - e. Within one business day, the Contractor shall notify the Program Manager if an urgent or emergent situation caused the aide to work beyond authorized hours.
3. It is expected that the Contractor will also monitor the authorized tasks and/or hours of service, and notify the Program Manager or designee when either more services are necessary or when the authorized services are in excess of the client's needs.

8. Collection of Contributions and Fees

1. The Contractor shall accept responsibility for billing, collecting, and reporting the contributions and fees, when County staff determines there will be a contribution or fee for services. Clients will be

assessed to pay a contribution equal to percentage of the actual cost of services. Fees will not be collected before services commence.

2. Clients over the age of 60 may receive services funded by Title III-B and E of the Older Americans Act. While these clients shall be assessed a contribution fee/cost sharing fee using household income minus recurring medical expenses and a sliding fee scale. Services for these clients can't be denied for non-payment. The Contractor is expected to bill these clients, collect fees and follow-up with clients who are not paying fees. Further, the Contractor is expected to immediately discuss any problems with fee collection with the Program Manager.
3. Clients under the age of 60 are assessed a fee for services using household income minus recurring medical expenses and a sliding fee scale. The Contractor shall not deny these clients services without working with the Program Manager and other County staff to determine if clients are appropriate for financial counseling, hardship waivers or payment plans.
4. The Contractor shall keep monies received from the clients and report to the Program Manager the monthly amount of fees collected. The Contractor will be responsible for collaborating with the Program Manager to maximize the collection of assessed fees and contributions. The Contractor will not invoice the County for fees not collected.
5. At times, clients and/or their families may want to privately pay the full fee for services. The Program Manager or designee will notify the Contractor about these clients who would privately pay the County's contracted rates for services.
6. The Contractor shall submit to the Program Manager an annual financial statement and an independent auditor's financial report. Arlington County's financial auditors may request an on-site review if deemed necessary.

9. Sliding Scale Contribution

County staff determines the amount of the client's contribution fee according to the client's income level and household size. Medical expenses are deducted from the gross income used to determine the income level. The fee scale is updated annually by the County. The fee is discussed with the client during the assessment visit with County staff and is documented based on the client's current income on the *In-home Services Agreement*. The document is signed by the client and/or Guardian and witnessed by the County staff. During the Contractor's staff assessment visit with the client, that person will again discuss the contribution fee and monthly collection process with the client.

- Throughout the service period, if the Contractor's staff identify a change in the client's income and therefore assessed fee, those staff will notify the Program Manager or designee within three business days.

- The Contractor is expected to conduct an annual review of each client's income to determine any changes in the clients' anticipated fees. Reported changes should be shared with the Program Manager.

6. TASKS AND DELIVERABLES:

6.1 Staff Requirements

1. To the greatest extent possible, the Contractor shall hire a multidisciplinary professional staff including nurses and social workers who will oversee the services the client receives to include referrals to other needed services.
2. The nursing member of the multidisciplinary team should be a Registered Nurse with at least a baccalaureate level education.
3. To the greatest extent possible, the Contractor shall assign a consistent Home Care Aide (HCA) per client for scheduled services, to promote continuity. The Contractor shall maintain sufficient qualified HCAs to provide services to all eligible clients. A substitute for regular staff that is not available due to illness or other reasons must be provided. All substitutes shall meet the same qualifications as a regular provider. If clients refuse a substitute, the Contractor will document it and notify the Program Manager.
4. The Contractor shall directly employ and supervise all HCAs that will be used in provision of these services.
 - a. The Contractor shall employ HCAs that are Certified Nursing Assistants (CNAs) or have received at least eighty (80) hours of approved training and received their CNA or Certified Home Health Aide certificate. The minimum training requirements are:
 - i. Confidentiality (HIPAA)
 - ii. Privacy and security of protected health information
 - iii. Standards of conduct including respecting clients
 - iv. Client rights
 - v. Ethics
 - vi. Universal Precautions and basic infection control
 - vii. Safety
 - viii. Bathing/personal care techniques
 - ix. Environmental maintenance
 - x. Nutritional support
 - xi. Safe transferring techniques
 - xii. Maximization of client independence
 - xiii. Responding to emergencies
 - xiv. Communication
 - xv. Working with interpreters and/or clients who have limited English proficiency
 - xvi. Establishing professional boundaries
 - xvii. Services authorized by the contract
 - xviii. Services prohibited by the contract
 - xix. Elder abuse and financial exploitation

- xx. Working with individuals who hoard
 - xxi. Working with individuals with a serious mental illness
 - xxii. Working in situations where bed bugs and other pests may be present
 - xxiii. Cultural sensitivity, especially toward clients who identify as Lesbian, Gay, Bisexual or Transgender (LGBT), as well as foreign-born clients from the following countries, to include, but not limited to: Central and South American, Vietnam, Ethiopia, Eritrea, Russia, Iran and Korea.
 - xxiv. Trauma informed care
5. The Contractor will also provide trainings for HCAs to include new information about the aforementioned topics or new trends, as they arise. These trainings will occur at least quarterly. Documentation for these trainings (ex: a certificate of completion, a receipt of payment, a roster list), as well as a list of attendees, will be supplied to the Program Manager within 30 days of the end of the quarter.
 6. The Contractor shall be responsible for screening all staff prior to assigning them to a case. The screening shall include, but not be limited to, the following:
 - a. A national criminal and registry checks prior to hiring and every third year of employment,
 - b. A recent Tuberculosis skin test or chest x-ray from a health care provider or health department clinic, and
 - c. A verification of credentials for providing home-based services such as Certified Nurse's Aide Certificate from Virginia.
 7. These results of screening shall be completed by the Contractor prior to scheduling the provider to work with County clients in this program. The Contractor shall terminate any staff if it is determined false information has been provided.
 8. The Contractor shall be prepared to provide and administer procedures for performance delinquencies, disciplinary actions, ethics consultations, processing complaints and providing rewards for excellent service.
 9. The Contractor will endeavor to recruit and employ multilingual staff, to include those but not limited to those who speak: English, Spanish, Vietnamese, Amharic, Russian, Farsi, Korean, and American Sign Language (ASL).
 10. The Contractor will make sure the Contractor's staff asks clients about the language in which they prefer to communicate when developing the plan of care or communicating about services, making sure those staff have access to appropriate interpretation services via phone or in-person, at the Contractor's expense. The Contractor will not be required to have an interpreter present during all services, if the service plan has been developed using an interpreter of the client's preferred language.
 11. The Contractor shall compensate HCAs according to the Required Wage Rate under Article 4-103 of the Arlington County Purchasing Resolution (Living Wage Policy) in effect at the time of compensation. In addition, the Contractor shall provide health insurance benefits to HCAs.

6.2 Communications

1. All official communication regarding Community Living Program services is processed through the Program Manager or designee and/or County staff via phone, in-person at monthly meetings, via encrypted e-mail or e-mail with very limited client identifiers or via the secure electronic Peer Place system.
 - a. Client identifiers like name and date of birth are not to be used in e-mail communications.
 - b. Electronic communications will be done using password protected files, where the password is sent in another e-mail or delivered via phone are also allowed.
 - c. E-mail communications will be done using the encryption feature in the County's e-mail system.
 - d. Extensive communication about a case should be done via phone or in-person.
 - e. Clinical documentation will be completed using the PeerPlace system.
2. Official communication includes, but is not limited to:
 - a. Initiating services, handling service related issues and complaints, and Contract related issues.
 - b. On-going communication with the Program Manager or designee and County staff to provide updates on client's status.
 - c. Notifying the Program Manager of any significant changes in the client's service plan as well as additional community resource needs.
 - d. Reporting of significant incidents.
 - e. Reporting changes in hours, maintaining aides' schedules, updating UAI's and billing.
 - f. Regular communication with clients concerning their services.
 - g. Monthly meetings with the Program Manager and other County staff to review client services and resolve issues.
 - h. Re-evaluation of each client for service needs and updating of the client's service plan every six months.
 - i. Requested information that is to be provided in the Contractor's monthly report to the Program Manager.
 - j. Human Resources and staffing changes

6.3 Documentation Requirements

The Contractor will document, as follows:

1. Contractor's admission documentation shall include, but is not limited to the following:
 - Service Agreement that explains the service arrangements. The agreement shall include, but not be limited to the following:
 - Services to be provided
 - Scheduled hours/days of service
 - Information regarding the determined contribution fee
 - Emergency procedures
 - Appeal process
 - Contractor's phone numbers including after-hours number

- Service termination policy that explains reasons why services may be terminated.
 - The policy shall state that only the Program Manager or designee can authorize termination of services. Reasons for service termination may include, but are not limited to:
 - The client no longer meets program criteria.
 - The client chooses to end services.
 - The client continues ongoing and documented abuse, physical and or verbal, to care providers.
 - The client is refusing to make contributions toward services, if a fee is assessed.
2. The Contractor will maintain a reliable time keeping system to track the hours HCAs work. The system will provide independent verification of time served versus having the client sign for the services. This information will be provided with monthly reports.
 3. The Contractor shall include clinical notes that include but are not limited to changes in the client's condition or services, urgent or emergent events, and client complaints. These notes should be made in the client's record in PeerPlace within one business day of occurrence.
 4. The Contractor's staff will document the assessment of the client's needs and updating of the client's plan of care every six months. In addition, the remainder of the initial UAI and an annual UAI will be updated. All documentation will be done using the Peer Place system.

6.4 Administrative Requirements

The Contractor shall adhere to the following administrative requirements:

1. Have an appropriate license to be able to provide home health services in Virginia. Additional certification from an accrediting organization such as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) would also be desirable.
2. Have appropriate bonding and insurance for the agency and staff who provide client services.
3. Be available for consultation with the Program Manager and other designated County staff on an as-needed basis between 8am and 5pm, Monday through Friday.
4. Have adequate all-hazards emergency plans in place to continue to provide clients services and support staff in the event of an emergency that is routinely reviewed with staff.
5. Have and established infection control plan in which staff are trained and monitored.
6. Comply with all Arlington County privacy and security policies. In addition, the Contractor shall participate in an orientation session with the Program Manger and designated County staff.

7. Comply with all senior living residences' policies regarding security and safety when applicable. In addition, the Contractor shall participate in an orientation session with the congregate senior residences.
8. Endeavor to be eco-friendly by incorporating recycling, energy conservation, and green purchasing strategies as recommended by Arlington County's [Arlington Initiative to Rethink Energy \(AIRE\) Program](#).
9. Maintain and share with the Program manager a current schedule of staff scheduled to work with clients to include the client name, approved hours, staffed hours, name of case manager, current aide and days/times the aide is scheduled.
10. Provide the Program Manager with monthly billing, financial, and client service reports accurately and on time by the 10th of the following month. When the 10th of the month falls on a weekend or holiday, the reports are due the last business day before the 10th of the month. The Contractor shall maintain all documentation for a minimum of five years.
11. Provide the Program Manager with the invoice for services rendered in June of each year earlier than the 10th of July because the County fiscal year ends on the last day of June each year. The Contractor will be given notice if this need arises.
12. Provide a detailed invoice for monthly billing. The Program Manager or designee will provide the Contractor with a template document that shall be used for monthly billing. This will include information about clients served per geographic area as well as units of service for each client and whether clients are under 60 or 60 and over. The amount of client fees collected should be included.
13. Include the following types of information in the written monthly report. These include but are not limited to the following, using the format provided by the Program Manager:
 - Number of new referrals for the month being billed
 - Percentage of new referrals contacted within three working days after receiving the referral
 - Percentage of new clients with services initiated within seven working days after assessment
 - Number of closed cases for the month being billed
 - Service unit break down by client, cluster area and the categories defined in the Contract
 - Documentation of hours worked per HCA
 - Discrepancies between authorized versus provided/billed hours per client
 - Rationale if there is a difference between authorized versus billed hour
 - HCA time cards
 - Significant incidents per client such as the refusal of service or inability to serve a client
 - Client complaints and the outcome of those complaints
 - The contribution fee status for clients who are assessed one, to include clients who are contributing and those who are not contributing

- Data will include monthly and cumulative totals
14. Provide a quarterly report to the Program Manager. This report will be due the last business day of the month, following the end of the months of September, December, March and June. The report will include but not be limited to the following:
 - Date of last UAI and plan of care update for clients served
 - Client satisfaction survey results
 - Agency specific information that may have affected or may affect services
 - Number of staff
 - Licensure/Certification of staff, including any expiration information
 - New hires
 - Resignations/firings
 - Background check verifications
 - Number of staff per cluster
 - Efforts to recruit staff
 - Staff trainings
 - Dollar value and percent of expected fees collected
 - Performance measures
 15. Provide additionally information about the monthly or quarterly reports within 10 business days after the Program Manager has requested it.
 16. Maintain accounts and documents that shall permit prompt determination of the status of funds and the level of services provided under this contract, including the disposition of all monies received and the nature and amount of all charges claimed against such funds within thirty days after services are rendered.
 17. Maintain auditable records that clearly document the amount of time care providers spent on activities and tasks under this contract. All fiscal reports shall be prepared on a modified accrual basis.
 18. Retain all financial books, records, and other documents relative to this contract for five years after the final report or until any questioned audit cost is cleared, whichever is later. The County and State Agencies, its authorized agents and auditors shall have full access to and the right to examine any documentation and information generated during the contract period.
 19. Cooperate with Arlington County and its designated representative(s). The Contractor shall also implement any policy and procedural changes as directed by the County.

6.6 Quality Management

Upon the contract award, the Contractor shall comply with the following program performance measures, reviews and evaluations:

1. Performance Measures

- Client Complaint(s) ○ The Contractor shall report to the Program Manager or designee any client complaint within one business day of receiving the complaint. Any pertinent follow-up details, after the Contractor conducts an investigation, will be shared with the Program Manager or designee.
- Client Satisfaction ○ The Contractor shall perform an annual Client Satisfaction Survey. The results shall be analyzed and reported to the Program Manager in the quarterly report following the month the survey was completed for each year the contract is awarded.
- Timeliness of Service ○ The Contractor shall complete initial assessments within three working days of referral, and service initiation within two business days after assessment, 80% of the time. This will be reported in each quarterly report.
- Client Re-evaluation ○ The Contractor shall complete a care plan review and an updated UAI within thirty days of due date 90% of the time. This will be reported in each quarterly report.
- HCA Satisfaction ○ The Contractor shall perform an annual HCA Satisfaction Survey. The results shall be analyzed and reported to the Program Manager in the quarterly report following the month the survey was completed for each year the contract is awarded.
 - Description of efforts to retain high-quality workforce to include but not be limited to pay structures, training and recognition programs.
- Percentage of assessed fees collected
- Other measures monitored by the Contractor ○ The Contractor shall provide information about other measures used to monitor the success of services to clients, and staff retention and satisfaction.
 - The Contractor will develop these measures for approval by the Program Manager.

2. Annual Organizational review

The Contractor shall allow the Program Manager or other County representative(s) to perform an annual on-site organizational review to include, but not be limited to:

- Organizational structure
- Licenses and accreditation status
- Policy and procedure review
- Documentation review
- Qualifications of care providers
- National Criminal background checks, medical clearance, and training

- In-service programs ○
- Financial records ○
- Performance plans

3. Annual Program Evaluation

The Contractor shall submit an annual program evaluation including statistical reports with the quarterly report that is due the last business day of July for every year of the contract. This plan should identify the program's areas of strengths and weaknesses as well as an improvement plan for the next fiscal year.

Arlington County Agreement 16-151-RFP-2
PROVISION OF IN-HOME CARE SERVICES
CONTRACTOR: HOME CARE PARTNERS
Attachment B: Contract Pricing



Service or Rate Description	Unit rate	Price
Hourly rate for all services except heavy housekeeping	PER HR	\$29.00
Other Supportive Services (Assistance with mail & forms translation)	PER HR	\$29.00
Personal Care/Bathing	EACH	\$43.50
Toileting	EACH	\$14.50
Light Housekeeping	EACH	\$58.00
Personal Laundry	EACH	\$58.00
Ambulation and Transfer Assistance	EACH	\$14.50
Meal Preparation and Assistance	EACH	\$29.00
Medication Reminders	EACH	\$7.25
Grocery Shopping and Other Essential Errands	EACH	\$58.00
Escort to and from Medical Appointments	PER HR	\$\$29.00
Safety Checks	EACH	\$14.50
Hourly Rate for Heavy Housekeeping	PER HR	\$58.00
Rate for Comprehensive Assessment	EACH	\$85.00

ORGANIZATIONAL QUALIFICATIONS

Background

Home Care Partners, (HCP), is a non-profit home care agency that has provided non-medical home care services to Northern Virginia, Suburban Maryland and District of Columbia residents since 1957. Beginning as a “homemaker” agency with services provided primarily to families with children, the agency has evolved into an accredited leader in the home care field with a client population that now consists primarily of frail elderly, individuals with chronic illnesses and dementia, and adults with disabilities. Home Care Partners has been recognized as a finalist in the Center for NonProfit Advancement's Excellence in NonProfit Management and the Board of Directors award. The agency has been featured in the Washington Post, Washington Post Sunday Magazine, and National Public Radio, among others.. The Executive Director has been at HCP for almost 31 years and has served on numerous advocacy coalitions, provider groups, home care and direct care worker task forces. She also was recognized with the EXCEL non-profit Executive Director award in 2013. Since its inception, HCP has developed a reputation of responsiveness to the health and social needs of people in the community through the provision of high quality home care service regardless of the consumer's ability to pay.

Home Care Partners also focuses on the needs of our workforce, paying the living wage or higher and offering benefits to staff that are rarely seen in the home care field. In 2016, Home Care Partners was one of the first home care agencies in the metropolitan area to begin paying the Department of Labor mandated travel time pay so that Aides could be reimbursed for their travel time between clients, in addition to their travel expenses. Staff are recognized for their achievements through an annual luncheon meeting in which staff are rewarded for accomplishments and years of tenure. These efforts have resulted in a turnover rate that has averaged 15.8% over the last five years, far below the industry average. Thus far, in calendar year 2017, the turnover rate is only 8%. Over 20% of our staff have been employed with the agency for twenty or more years with some of our aides employed more than 40 years.

Home Care Partners has worked with Arlington County Seniors and individuals with disabilities through grants and contracts with the Department of Human Services/ Aging and Disability Services for approximately 40 years.

Mission Statement

Home Care Partners is a private, non-profit agency serving the Washington metropolitan area. We enable vulnerable people to remain in their own homes in comfort, safety, and dignity. We do this by:

- Providing comprehensive home care services
- Training those interested in meaningful careers in the home care field
- Supporting family caregivers

We are committed to excellence; we embrace diversity; and we serve those in need with priority given to those unable to pay the full cost of care.

Philosophy

Home Care Partners strives to provide the highest quality home care to support clients to remain safely in their own homes. The following activities support this philosophy: The rights of clients are respected and both rights and responsibilities are clearly delineated. (**Attachment**

1). Home Care Partners seeks participation by clients and family members in development of the plan of care and encourages both clients and family members to be as independent as possible. HCP licensed social work and nurse case managers utilize available community resources, as applicable to support the care plan. HCP has bilingual Service Assistants who are able to assist clients with forms, organizing bills, and mail. They also accompany clients to medical appointments and translate, as needed. HCP also seeks input about the service from clients and family members through client satisfaction surveys (**Attachment 2**). Home Care Partners also seeks input from the staff regarding their job satisfaction through a staff satisfaction survey.. (**Attachment 3**). Home Care Partners focuses on quality improvement activities and develops a quality improvement plan annually (**Attachment 4**). A multi-disciplinary quality improvement committee meets bi-monthly to discuss progress toward achieving the objectives of the plan and other relevant issues. In addition, HCP maintains an active Ethics Committee that includes multi-disciplinary staff in addition to Board members who attend periodically. The Ethics Committee plans annual ethics training for the home care aides.

Geographic Areas

Home Care Partners is able to provide home care services in all cluster buildings and other dwellings throughout the County. Several Aides are assigned to each Senior cluster building in order to provide the most efficient service possible by minimizing travel time. Home Care Partners' case managers also spend a great deal of time in each building and HCP rents an office in Culpepper Garden. Supervisory staff are available to meet with aides in this office..

Evidence Based and Best Practices

Home Care Partners' philosophy is to provide the highest quality home care services to help elderly and individuals with disabilities to remain safely in the setting they overwhelmingly prefer...their own homes in the community. By providing this service, our clients are helped to function as independently as possible. We recognize that many factors will affect the health of our clients and that over time, our clients' health condition may decline. However, we have found that the services and emotional support provided by our Aides can often help our clients to delay or avoid much more costly nursing home placement. By providing this service and involving family and other community resources, our clients are able to enjoy an enhanced quality of life and remain at home as long as possible.

A report from the Robert Wood Johnson Foundation, Better Jobs Better Care: Building a Strong Long-Term Care Workforce (<http://www.rwjf.org/en/library/research/2011/04/better-jobs-better-care-.html>) states several reasons for job satisfaction and retention among direct care workers such as home care aides. Home Care Partners has a commitment to these best practices that strengthen the workforce while simultaneously improving the quality of care to clients. Among the practices outlined in this report that Home Care Partners has demonstrated are the following:

- ***Competitive wages and benefits***

Home Care Partners pays at least the living wage to staff and posts signs advising staff of the living wage in both English and Spanish in our D.C. and Arlington offices. Based on the agency's budget, employees are also eligible for an annual performance-based wage increase. All employees receive a written performance evaluation annually. Home Care Partners also offers generous benefits to all staff including paid leave time, agency contributions toward health insurance, (this year, in addition to a significant contribution toward health insurance premiums, Home Care Partners is funding up to 100% of the deductible costs of our Care First health insurance), agency contributions

toward a 403b retirement plan, and other types of insurance benefits such as vision, dental, short term disability, life insurance and supplemental AFLAC plans. In addition, a credit union and special employee banking packages from PNC bank are available to employees, if they choose. Home Care Partners pays time and ½ overtime pay, and for travel time between their client appointments, as required by the U.S. Department of Labor.

- *Tailored, ongoing training*

Home Care Partners offers all required training for aides but has also made a commitment to offer innovative and interactive training such as Compassionate Touch, Therapeutic Engagement, Reiki, and Mental Health First Aid. HCP pays the aides their regular hourly wages to attend training, rather than requiring aides to obtain training at their own expense or after work hours.

- *Good frontline supervision*

In addition to social work and nurse supervisors, Home Care Partners employs a field counselor. This is a unique career ladder position in which a certified aide is employed on a full time salaried basis to provide peer support to the other aides in the field. If an aide is having trouble with a procedure, the field counselor can visit them to demonstrate and observe on a more peer to peer basis. The field counselor also serves challenging cases and is an expert on working with clients who may be resistant to care or have other mental health issues.

Supervisory staff are available at least twice/ month in our Culpepper office to meet with aides on a drop-in basis to discuss concerns. Supervisory staff are also available for appointments and phone consultation at other times.

Another best practice that Home Care Partners has embraced is the Centers for Medicare and Medicaid Services requirement that home and community based services implement a “person-centered planning process that addresses health and long-term services and support needs in a manner that reflects individual preferences and goals.”

<https://www.cms.gov/Newsroom/MediaReleaseDatabase/Fact-Sheets/2014-Fact-sheets-items/2014-01-10-2.html>

Home Care Partners has always had the person centered care philosophy at the heart of our services. Through the provision of non-medical home care services, individuals are able to remain in the setting they most desire – their own homes. But quality home care is more than just a list of tasks on a care plan. It involves engaging the client in decision making, helping the client to be as independent as possible, and helping the client to engage in activities that are enjoyable and affirm their unique personalities. We do this, in part, through the innovative training we offer to our aides in areas such as therapeutic engagement and compassionate touch. Through training, we also ensure that aides have the skills to work with a range of populations, including those with challenging behaviors. We believe that by expanding “the tools in the aide’s toolbox” through innovative training and care practices, the aide’s role is enhanced and the client receives the person centered care they deserve.

Staff Retention

Home Care Partners’ turnover rate of 15.8%/ year (average turnover for Home Care Partners’ staff 2011-2016 including retirees) is well below the industry average of over 60% (homehealthcarenews.com/2015/11/home-care-agency-launches-staff-retention-initiatives). In

addition to the best practices noted above in the areas of **training, supervision, compensation and benefits**, Home Care Partners has implemented additional measures to increase retention:

- **Mentor Program:** HCP assigns an experienced aide to mentor newly hired aides for their first month, calling them in the evenings to check in and offering support as needed.
- **Recruitment/ Retention Bonus:** HCP aides who refer an aide for employment are eligible for a monetary recruitment bonus. Aides who remain on the job for one year are eligible for a monetary retention bonus.
- **Recognition Programs:** HCP recognizes aides who have received compliments about their work by sending them a congratulatory letter from the Executive Director, posting their names in the office, and listing them in the monthly newsletter. Aides are also able to participate in prize drawings based on their responses to questionnaires. On an annual basis, HCP hosts a recognition luncheon for the staff, recognizing years of tenure and other accomplishments. An "Aide of the Year" is chosen each year at this event.

Arlington County Contract Requirements

Home Care Partners has been using the sliding fee scale as specified by Arlington County for many years. Clients are sent a monthly statement with the number of hours of service provided and the corresponding fee. All fees that are received from clients are reported to the County on the monthly invoice. Home Care Partners has experience with the reporting and invoice requirements of the County. (**Attachment 5**) Home Care Partners maintains all required insurance. (**Attachment 6**) Home Care Partners has a strong HIPAA compliance process and has named a HIPAA compliance officer from among our staff. All clients receive a copy of the HIPAA privacy notice (**Attachment 7**). Home Care Partners has a current HIPAA Business Associate Agreement with the County and will update this agreement, if awarded a new contract.

Agency Certification/ Licenses

Home Care Partners is accredited by the Joint Commission (JCAHO), one of the standard setting organizations in the health care field. (**Attachment 8**). Home Care Partners is exempt from the Virginia home health agency license because of our Joint Commission accreditation. (**Attachment 9**) Home Care Partners has been advised by Arlington County that a business license is not required. However, Home Care Partners does maintain a Virginia Charitable Solicitation Registration. (**Attachment 10**) Home Care Partners is a non-profit, 501 c 3 organization, as designated by the IRS. (**Attachment 11**)

Financial Solvency

The financial solvency of Home Care Partners is demonstrated in the attached audited financial statements for the fiscal year ending September 30, 2016. (**Attachment 12**)

References

Two references written on behalf of organizations that have current contracts/ grants with Home Care Partners to provide home care services to at risk populations, are attached. (**Attachments 13, 14**) References are from the D.C. Office on Aging and the City of Gaithersburg.

Letter of Intent

A letter of intent to provide heavy cleaning services is included. (**Attachment 15**)

Agency Experience in D.C. Metropolitan Area

Home Care Partners has provided supportive, non-medical home care services to elderly and disabled residents of Arlington County for approximately 40 years. Home Care Partners also provides similar home care services using certified home care aides or certified nursing assistants throughout the metropolitan area through grants and contracts with the D.C. Office on

Aging, D.C. Department of Human Services/ Adult Protective Services, Montgomery County Department of Health and Human Services, City of Gaithersburg, Community Ministries of Rockville, Prince George's Department of Family Services, and the Veteran's Administration.

Board, Staff, Composition

An organizational chart is included. (**Attachment 16**). Please note that the organizational chart is for the entire agency. The staff who directly work with Arlington County clients are part of this chart and are listed in bold and italicized.

Home Care Partners has an active, voluntary Board of Directors currently consisting of 11 community members with varied backgrounds and interest areas. (**Attachment 17**). Of particular note are two current Board members who have prior direct experience with Home Care Partners' Arlington County contract. Terri Lynch, Board Vice Chair, was the former Director of the Arlington Agency on Aging and currently serves as the interim Director of the City of Alexandria Agency on Aging. Tim Nanof, Board member, was a former Home Care Partners employee who worked as Program Manager for the Arlington program. The Board is responsible for providing oversight on financial, program and policy matters and appoints and evaluates the Executive Director.

The staff of Home Care Partners is currently composed of almost 200 certified Home Care Aides, (Home Health Aides and Certified Nursing Assistants), who provide the direct service to our clients. At present, over 40 certified home health aides and certified nursing assistants work in Arlington County. The agency employs administrative management staff including Executive Director, Deputy Director, Human Resources Manager, Program Managers, accountants, schedulers, and administrative assistants. Professional clinical staff include licensed social workers and Registered Nurses. Other direct support staff includes service assistants, stand-by aides and field counselors.

Aide Qualifications

In order to be employed, all our Home Care Aides are certified as either Certified Home Health Aides or Certified Nursing Assistants. Certification is verified through the respective Board of Nursing websites. At present, D.C. Board of Nursing Home Health Aide certification requires 125 hours of initial training for new applicants. All aides receive the full range of initial or continuing education/ inservice training listed in the RFP, including BUT NOT LIMITED TO: Confidentiality, HIPAA and Protected health information, OSHA/ Infection Control, Standard Precautions, Communication and respect for clients including those who have limited English proficiency, Client rights, Ethics, Safety/ Fall Prevention, Personal Care skills, Maintaining a clean and safe environment, Transfer techniques, Maximizing client independence, Emergency protocols, Professional boundaries, Authorized and Prohibited Services ("Do's and Don'ts"), Recognizing and reporting signs of Elder Abuse, Neglect and Exploitation, Working with clients who hoard, have mental health issues or dementia, Working and protecting yourself in homes with bedbugs and other infestations, Cultural sensitivity, HIV/AIDS, Working with LGBT clients, Working with clients from other countries and cultures. All aides must be CPR/ AED certified and demonstrate their competency in performing personal care skills upon hire and every two years, thereafter.

In 2012, Home Care Partners assisted all employed aides to obtain their D.C. Home Health Aide certification by providing assistance with the application, as needed, and paying all associated fees. As a result, many of our Arlington aides have dual certification as both CNAs and HHAs. Those with D.C. Board of Nursing certification have an FBI background check as part of the certification process. For those who do not possess D.C. certification, national

criminal background checks are completed prior to employment. Reference checks are also completed. All aides must provide results of a TB screening or chest x ray. TB screening is conducted by HCP on an annual basis.

Heavy Cleaning

Home Care Partners is planning to subcontract Heavy Cleaning services that are beyond the scope of the work performed by our home care aides. A letter of intent from an experience cleaning company can be found in (**Attachment 15**). This service is often performed as a one-time service before regular light housekeeping duties can be performed by the home care aide.

Comprehensive Assessments

HCP staff (social work and nurse case managers) are prepared to do the initial comprehensive assessment for clients, if requested by Arlington County. HCP staff is familiar with the components of this assessment including the completion of the UAI and use of PeerPlace.

Job Responsibilities

Manager of Operations & Services/ Social Work Case Manager/ Nurse Case Manager:

Social work and nurse case managers provides case management to clients and Home Care Aide supervision. They assess the clients' needs at least twice/ year and provide conflict resolution if there are issues with the service. The Manager of Operations & Services is a licensed social worker who is designated as the program manager from Home Care Partners for this program.

Training Manager/ Infection Control/ Nurse Consultant:

The training manager develops the continuing education training program and conducts most of the training. The training manager also serves as the Infection Control Nurse for the agency and is available for consultation on client health issues and home care aide concerns regarding the plan of care.

Scheduling Manager

Manages the scheduling department to ensure that clients receive service in the most efficient manner possible, considering unique client and Aide characteristics .

Field Counselor

The field counselor assists in the supervision of Home Care Aides and provides peer mentoring and support. As needed, the Field Counselor may provide case coverage when the regular Aide is absent or when a case needs to be started quickly and an ongoing Aide is not available.

Service Assistants

Service assistants provide a variety of "support service" tasks to clients including reading mail, assisting with the completion of forms, escorting to health appointments, scheduling health appointments, picking up prescriptions. Bilingual Spanish/English and bilingual Vietnamese/ English Service Assistants are available.

Home Care Aides:

Home Care Aide staffing will be maintained at a level adequate to meet the needs of assigned clients according to the approved schedules. Certified home care aides or Certified Nursing Assistants provide assistance with personal care, light housekeeping, laundry, meal preparation and shopping.

Resumes of Key Personnel for Arlington County Program

Resumes for the following key positions can be found in **Attachment 18**.

<u>Position</u>	<u>Staff Name/ Resume</u>
Manager of Operations & Services/ S.W. Case Manager	Christopher Lockett
Social Work Case Manager	Michelle Smith
RN Case Manager	Mary Ellen Zook
Training Manager	Marie Muller
Scheduling Manager	Ronnita Dunbar
Field Counselor	Gloria Castellanos
Service Assistants	Elena Alva, Dong Nguyen

Staffing Plan/ Backup Staffing Plan

At present, Home Care Partners is fully staffed to provide service to current contract clients. Although most service is provided during weekdays, Home Care Partners is staffed to provide service after hours and on an emergency basis. A live answering service and on-call supervisor and on-call aide are available 24 hours/ day, 7 days/ week .

Home Care Partners utilizes the field counselor to provide back-up when the regularly assigned aide is absent, unless other aides have available time in their schedules. Home Care Partners has 3 additional field counselors/ stand-by aides on staff who work in other areas throughout the agency but are sometimes able to fill in if the Arlington County field counselor does not have availability.

Recruitment of Staff to achieve staff requirements

If additional staff are required to meet program requirements, Home Care Partners has had success in the past using a variety of recruitment methods. Referrals from current employees are always encouraged and potentially rewarded through the recruitment bonus (if the referred applicant is hired and remains on staff through their probationary period). Home Care Partners advertises on various sites such as Craigs List, Indeed, Idealist, and through local newspapers targeted to particular populations, such as the Vietnamese American population. Home Care Partners also coordinates employment opportunities with the Arlington Employment Center. Home Care Partners continually evaluates staffing capabilities and has a strong commitment to maintaining adequate staffing plans to meet all required deadlines as specified in this program.

Language Competency.

A language list is maintained to easily identify staff with varying language capabilities. A significant number of aides speak Spanish, Vietnamese, Amharic and French but there are many other languages spoken by our staff. In addition, Home Care Partners has a contract with the Language Line and uses it when translation is needed and there are no client family members or staff to provide it. HCP currently employs two Service Assistants: one is bilingual in Spanish and English; one is bilingual in Vietnamese and English.

Referral, Evaluation and Admission Process

The referral process for this contract usually begins at the County level. However, Home Care Partners' clinical staff are familiar with the process and are prepared to do comprehensive initial assessments if desired by Arlington County. All have access and are familiar with PeerPlace and update the Uniform Assessment Instrument (UAI) annually in PeerPlace.

Although some contract clients need ongoing case management from Arlington County staff, clients who do not need case management from the County social workers receive case

management from Home Care Partners. Frequently, clients who initially begin with County social workers are eventually transferred to Home Care Partners for ongoing case management once their needs have stabilized.

Once a referral is received, the assigned HCP case manager contacts the client to set up a service assessment home visit. At the service assessment the case manager develops the Plan of Care with the client and discusses any issues unique to the client situation. The client receives Service Information, informational brochures about fall prevention, infection control, emergency preparedness and home safety, HIPAA policy and acknowledgement, (**Attachment 7**) Client Rights and Responsibilities (**Attachment 1**) and a Service Agreement (**Attachment 20**) with information re: service termination policies, which must be signed by the client. Following the service assessment, the case manager completes agency paperwork requesting a home care aide assignment from Home Care Partners' schedulers. Home care aides are assigned according to a variety of factors, including but not limited to: client and aide language needs, cultural considerations, available hours and location of the client.

Communication

Updates are provided to the Arlington County Program Manager and other County staff, particularly if a case cannot be staffed in a timely manner. Home Care Partners staff communicate frequently with County staff and also discuss ongoing and emergent client issues at the monthly contract meetings. Communication is via phone and email that is either encrypted or uses client initials or minimal identifiers to protect client privacy.

HCP case managers monitor client services and status by completing the six (6) month reassessment and service plan, as well as reviewing home care aide reports. When a client's status changes significantly or other critical needs arise, the HCP case manager will schedule a special visit to the client to assess the situation and make recommendations to the Arlington County Program Manager about the need for a change in service hours. Significant changes are communicated immediately to Arlington County staff via phone or email (password protected or minimally identified).

Documentation Requirements

All client documents are kept in a confidential client file in a locked office or locked file cabinet. Terminated client files are maintained for five years, as by law.

Availability

HCP is available to the Arlington County Program Manager and other County staff for consultation weekdays from 8 am until 5 pm. After work hours, an HCP supervisor can always be reached for emergency referrals or other urgent issues via Home Care Partners' 24 hour live answering service. Both an on-call supervisor and on-call aide are always available.

Time and Other Reporting

HCP will comply with all reports required by Arlington County through this contract. At present, monthly reports including billing, financial and client services are provided by the 15th of the following month and kept for a minimum of 5 years. Home Care Partners has used the Santrax telephony call in/ call out system since 2000. The telephony system is a web based system containing telephone numbers linked to each client, and employee numbers linked to each Aide. The Aide calls a toll free number at the beginning and end of each home visit and the time is electronically recorded. The schedules are already in the system and the software will match up schedules with actual visits and provide reports of any exceptions or variances. HCP

schedulers and supervisors can access the information almost immediately after the Aide signs in. This system has improved HCP's billing and payroll accuracy. However, as an additional back-up, HCP requires that Aides and clients sign a written verification form to confirm the visit.

The visit data from Santrax forms the basis for the monthly invoices that HCP submits to Arlington County. The invoice is submitted via password protected e-mail. Any fees received from clients are shown as Project Income and are deducted from the total billed to the County. **(Attachment 5, Sample Invoice. Please note that this is the cover sheet only).** Back up for the invoice includes Santrax documentation showing hours of service per client and the Service Assistants' timesheets.

Quality Management

Home Care Partners develops a Quality Improvement plan annually. **(Attachment 4).** The plan is reviewed and approved by both the agency's multidisciplinary Quality Improvement Committee and the Board of Directors. Progress toward meeting objectives is reviewed during bi-monthly Quality Improvement Committee meetings.

Performance Measures: If clients call with complaints, they are addressed according to agency policy by the case manager or referred to the appropriate agency supervisor.

(Attachment 19 – Complaint Form) Complaints are aggregated and presented to the Quality Improvement Committee and the Board's Program and Services Committee for review. These complaints may form the basis for enhanced training or process or policy changes. Serious complaints involving possible criminal activity or potential harm to the client are reported immediately to the Arlington County Program Manager.

As part of the annual quality improvement plan, HCP assesses client satisfaction and staff satisfaction. Client Satisfaction surveys are sent out semi-annually and the results are available to Arlington County staff. **(Attachment 2)** Staff are also surveyed annually. **(Attachment 3)**

Timeliness of Service:

HCP case managers diligently work to complete initial assessments within the guidelines of this contract. If there are difficulties in setting up initial assessments or in assigning an aide, due at times to client delays, preferences or other factors, the Arlington County Program Manager is alerted. HCP case managers reassess clients every six months and more often, if indicated. UAI's are completed annually on PeerPlace. Emergency cases are usually staffed by the Field Counselor or one of Home Care Partners' other on-call aides in order to staff within the required emergency time period guidelines set by this contract.

COST PROPOSAL

Unit Cost

The unit cost for providing home care service is proposed at \$29.00/ hour. This is a comprehensive hourly rate that encompasses all costs associated with delivering home care services including case manager reassessments and initial assessments if Arlington County has already conducted a preliminary assessment. Comprehensive initial assessments for clients that have not been assessed by the County are proposed at \$85.

The unit cost for providing Heavy Housecleaning service is projected to be \$50.00 per hour. If awarded this contract, Home Care Partners plans to subcontract for this service. (**Attachment 15**)

Service Units

This budget was prepared using the current number of clients and total projected budget for these clients. These numbers are estimates only and are expected to change based on the County's budget authorization.

Cost Categories

Descriptions of cost categories provide a general description of the included expenses and are not intended to be all-inclusive. All cost categories are incorporated into the comprehensive unit rate with the exception of heavy cleaning and comprehensive assessments.

Personnel Costs

- **Aide Salaries:** Includes Home Care Aide (Home Health Aide/ CNA) and Service Assistant hourly wages at the current Living Wage of \$14.50/ hour or higher.
 - A. Also includes travel time, travel expenses, conference time, aides' supplies such as gloves, Santrax time recording telephony system and paid leave.
 - B. Also includes fringe benefits of 17%. Benefits include all required payroll taxes, paid leave, health insurance, retirement, and workers' compensation.
- **Other Direct Personnel:** Includes Manager of Operations & Services, case managers including licensed social workers and nurses, scheduler, field counselor and training manager. Salaries include leave time and training time. Fringe benefit rate of 15% which includes all required payroll taxes, health insurance, retirement, and workers' compensation.

Operating Costs

- **Rent:** Includes rent and parking at Home Care Partners' main office at 1234 Massachusetts Ave. NW, Suite C-1002, Washington DC 20005 and rent at Home Care Partners' satellite office at 4435 N. Pershing Drive, Arlington, VA 22203.
- **Insurance:** Includes Professional Liability, Property insurance, Business Auto insurance and Directors and Officers' insurance.
- **Office Expense:** Includes general office supplies, postage and other related expenses.
- **IT Expense:** Network maintenance and updates, in addition to other computer related expenses.
- **Equipment:** Includes the copier, printers, postage meter and related repairs and maintenance.
- **Bank Fees:** Monthly bank fees

- Licenses & Fees: Fees related to licensing, such as Joint Commission accreditation costs.
- Payroll Processing: Fees paid to an outside firm to process payroll and related tax filings.
- Audit/ Accounting Fees: Fees for preparation of annual audit and tax returns.
- Telephone: Includes office telephone system and cell phone reimbursement for staff.
- General & Administrative: Expenses for all indirect management, administrative and clerical personnel, calculated at 11% of direct personnel.