

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

NOTICE OF CONTRACT AMENDMENT

TO: Arlington VOA ALR Operating, Inc.
2005 5th Street South
Arlington, VA 22204

DATE ISSUED: July 25, 2019

CONTRACT NO: 17-183-SS

CONTRACT TITLE: Mary Marshall

Assisted Living

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

The contract term covered by this Notice of Amendment is effective **July 1, 2019** through **June 30, 2022** (with five (5) additional options to renew through 2027).

The above referenced contract is amended as follows:

Please see Amendment 3 attached.

CONTRACT DOCUMENTS:

The contract documents consist of the terms and conditions of the Agreement dated March 31, 2017 including Amendments 1-2 and any Exhibits and Attachments.

ATTACHMENTS:

17-183-SS Amendment 3

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Kay Halverson

TELEPHONE NO.:

EMAIL ADDRESS: khalverson@voa.org

COUNTY CONTACT: Jim Baker

TELEPHONE NO.: (703) 228-1713

EMAIL ADDRESS: jbaker@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-183-SS
AMENDMENT NUMBER 3**

This **Amendment Number 3** (“Amendment”) is made on the date of execution of the Amendment by the County and amends **Agreement Number 17-183-SS** dated **April 1, 2017** (“Main Agreement”) and as amended by Amendments 1 and 2, made between **Arlington VOA ALR Operating Inc., 2000 5th Street South, Arlington, Virginia, 22204, a Minnesota corporation authorized to do business in the Commonwealth of Virginia** (“Contractor”), and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor amend the contract terms and conditions and scope of work called for under the Main Agreement as follows:

1. AMEND SECTION 13. BACKGROUND CHECK AS FOLLOWS:

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for each person working on this contract and ensuring that subcontractors, including its volunteers, comply with this background check requirement. The Contractor must inform the County immediately of any findings involving its staff or a subcontractor’s staff. Any finding may result in the immediate removal of the individual from the contract.

2. REVISE THE FOLLOWING PARAGRAPHS OF SCOPE OF WORK, ATTACHMENT A AS FOLLOWS:

3. GENERAL OPERATIONAL REQUIREMENTS OF THE CONTRACTOR

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

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

During the period of vacancy when the County is financially liable (when fewer than 51 beds are occupied), the County Project Officer will work with the Contractor to activate the Contractor’s external marketing plan and identify possible outside referrals for the vacancies.

If no referred clients are identified after a period of 60 days, the County will compensate the Contractor at sixty percent (60%) of the full monthly rate until a proper referral is placed.

4. PROGRAM AND SERVICES: OPERATIONS AND STANDARDS

A. Direct Care Services:

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

1. The Contractor shall maintain a minimum average ratio of Direct Care Staff to residents of 1:9 during the day and evening hours and 1:17 overnight. For purposes of calculating the ratio, Direct Care Staff includes Resident Care Coordinators, Nurse Manager, Licensed Practical Nurses (LPN), Health Unit Coordinator, Resident Services Staff and Managers, and facility Directors.

5. ADDITIONAL PROVISIONS

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

- A. The Contractor must submit to the Project Officer quarterly (Quarter 1 July- September; Quarter 2 October-December; Quarter 3 January-March; Quarter 4 April-June) reports summarizing data and detailing the following information (format to be determined by the Project Officer):

1. Admissions
2. Denials (with Reasons)
3. Discharges (with Reasons)
4. Hospitalizations (with Reasons)
5. Staffing Updates (key positions, trainings)
6. All Reportable Incidents listed in Exhibit B
7. Facility Concerns and Issues
8. Quality Assurance Activities (findings, corrective action plans, resident care, and nursing)
9. Performance measure data detailed in Section B below

B. The Contractor will provide best-practice performance measures in each of the categories below, to be presented annually to the Project Officer for review and approval by July 10 of each year. The Contractor shall submit the information in a format determined by the Project Officer. The Contractor shall provide updates on the progress of performance measures in the monthly report.

Performance measures will be monitored for a possible annual performance bonus of up to \$25,000 for the Contractor. The Contractor shall be awarded a point value for each of the measures listed below, with a maximum of 22 points. Pro-rated funds for a measure may be awarded.

1. Licensure: 3 points possible: 3 points awarded for a 3-year license; 1 point awarded for a 2-year license; and no points for a 1-year license.
2. Staff Development: 3 points possible for the following - 1) documenting that 100% of the Contractor's staff received at least three specialized trainings or other development opportunities on mental health conditions that exceed licensure training requirements during the fiscal year; 2) documenting that 100% of new staff received orientation to mental health services prior to delivering direct care services.
3. Key Staff Positions Filled and Retained: 2 points possible - The Administrator, Director of Clinical Services, and Director of Residential Services are all filled with permanent hires and retained for 83.33% of the time period of July 1 to June 30, each Arlington County fiscal year.
4. Community Integration: 3 points possible - Points are awarded when 75% or more of the residents engage in the community two or more times a month. Engagement in the community is defined as residents fully engaged and active in community life by accessing or participating in recreational, social, physical, or faith-based activities.
5. Fall Prevention: 1 points possible – Implement an evidence-based fall prevention program and meet the goals outlined by the quality indicator below. The rates of falls must be less than 5 per 1,000 resident days.

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

6. Health and Well-being: 4 points possible – Residents will demonstrate positive healthcare indicators in the areas of reduced blood pressure, reduced diabetes diagnosis, prescribed medication adherence, access to dental services, weight management, and nutrition awareness. The Contractor must meet the following standards to receive the points.
 - a. 100% of residents will receive a flu shot. Exception will be made for clients with a signed declination on file in their health record.
 - b. 95% of residents shall demonstrate medication adherence. Adherence is defined as 95% of medications taken within the physician’s prescribed guidelines.
 - c. Maximize utilization of the Arlington Public Health Dental Clinic appointment slots. Maximum utilization is defined as 90% of dental slots are filled (22 of 24 slots filled regardless if client cancels). The Contractor will coordinate the dental care.

- d. Conduct two weight management and nutrition awareness programming events to include a minimum of 15% of the current census (8/52 when full) aimed at increasing awareness regarding healthy eating and living.
7. Nursing Services; 3 points possible – Medication error rate for all medications administered will be less than 2%. There will be no significant medication errors, as defined by the table below:

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

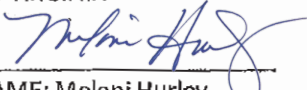
8. Medical Services: 2 points possible – Contractor shall maintain a robust on-call emergency system for pharmacy medications, mental health crisis and medical issues. This system will be presented to, reviewed, and approved by the Project Officer annually to keep current.

- 3. AMEND ATTACHMENT B. CONTRACT PRICING PER THE ATTACHED (REFLECTS A 3% CPI INCREASE DUE TO COUNTY BOARD APPROVAL)
- 4. AMEND ATTACHMENT C. REPORTING REQUIREMENTS PER THE ATTACHED

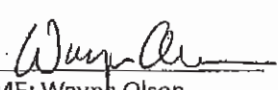
All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: 
 PRINT NAME: Meloni Hurley
 TITLE: Assistant Purchasing Agent
 DATE: 7/25/2019

ARLINGTON VOA ALR OPERATING, INC.

SIGNED: 
 PRINT NAME: Wayne Olson
 TITLE: Executive VP of Healthcare Operations
 DATE: July 25 2019

Attachment B

Contract Pricing

Mary Marshall Assisted Living Residence

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

Category	Amount
Rent Per Unit (20 units w/ kitchenette)	\$1,053
Services Per Unit (20 units w/ kitchenette)	\$4,692
<i>Total Per Unit</i>	<i>\$5,745</i>
Rent Per Unit (32 units)	\$1,030
Services Per Unit (32 units)	\$4,715
<i>Total Per Unit</i>	<i>\$5,745</i>
Total Units	52
Gross Charges Per Month	\$298,740
Less Estimated Auxiliary Grants Per Month (Estimated)	(\$24,563)
Less Housing Choice Voucher Per Month (Estimated)	(\$4,630)
Less Client Contributions Per Month (Estimated)	(\$44,020)
Less Client Turnover Per Month (Estimated)	(\$4,817)
Monthly Arlington Contribution (Estimated)	\$220,710
Yearly Maximum	\$2,648,524

Payments to the Contractor shall not exceed \$2,648,524 in FY 2020.

EXHIBIT C

Reporting Requirements

Mary Marshall Assisted Living Residence

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