

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

NOTICE OF CONTRACT AWARD

The Medical Team Personal Care Services 1902 Campus Commons Drive # 650 Reston, VA 20191	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	December 17, 2018 <hr/> 16-151-RFP-1 <hr/> Provision of in-home services to persons enrolled in the Community Living program <hr/>
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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-1 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-1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Justin Conrad

VENDOR TEL. NO.:

703-390-2312

EMAIL ADDRESS: JConrad@medteam.com

COUNTY CONTACT: Amy Vennett (DHS)

COUNTY TEL. NO.:

(703) 228-1714

COUNTY CONTACT EMAIL: Avenne@arlingtonva.us

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

AGREEMENT NO. 16-151-RFP-1

THIS AGREEMENT is made, on the date of execution by the County, between Home Care Team, Inc DBA The Medical Team Personal Care Services with a place of business at 1902 campus Commons Drive # 650 Reston, VA 20191("Contractor") a Virginia Limited Liability Company 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 the date of the execution of the Agreement by the County 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 ninety (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.

If the County Board increases the Living Wage, Contractor may request a price adjustment. Such price adjustment will be negotiated between Contractor and the County, and incorporated in the renewal notice.

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

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may 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 drug-free 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:

Ryan Grisard
The Medical Team Personal Care Services
1902 Campus Commons Drive # 650
Reston, VA 20191

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 County-contracted 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: PURCHASING DIVISION CHIEF

DATE: _____

Sharon T. Lewis
12/10/2018

HOME CARE TEAM, INC DBA
THE MEDICAL TEAM PERSONAL CARE SERVICES

AUTHORIZED
SIGNATURE: _____

NAME AND
TITLE: _____

DATE: _____

Ryan Grosard

Ryan Grosard (fo)

12/3/18

**ARLINGTON COUNTY AGREEMENT 16-151-RFP-1
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), 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:
 - a. TMTConnect App: to allow staff to clock in and out of client homes while task-based and hourly services are provided in order to act as an independent verification of services provided versus the client signing for services
 - b. FieldLink: to communicate by text with staff working in the field
 - c. Healthy Seniors: wellness programs at the senior living residence in the service area
 - d. Smooth transition to Medicaid waiver services for eligible served clients when they qualify and decide to choose to continue services with the Contractor after becoming eligible for this Medicaid funded benefit
 - e. Transition Care Model: to help served clients make transitions between health care settings and home
 - f. Special clinical programs appropriate to the client being served to include behavioral health consultation, cardiac care and diabetes as appropriate
 - g. Alternate Congregate Staffing Model: when providing services in a senior living residence
 - h. Telehealth Platform: as appropriate for served clients
 - i. Smooth transition to skilled services when needed by a client and ordered by a health care provider if a client would like this additional service from the vendor, paid for by the client's insurance.

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%

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 specialized clinical service area, clients may be assigned based on diagnosis.

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

- o Area code 22204, including Woodland Hills Senior Living Residence. Note: several clients at Woodland Hills will need a Vietnamese-speaking HCA
- o Clients living at the Senior Living Residence Claridge House in area code 22202. Note: several clients need a Russian or Amharic-speaking HCA
- o Clients in any zip code in Arlington with a diagnosis of a serious mental illness (SMI) who could benefit from the Contractor’s behavioral health services.
- o 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.

There are approximately 150 clients in these categories at the onset of this contract. The Contractor will be authorized to serve these clients and any new clients who meet these criteria. Note: These clients will be transitioning to the Contractor after being served by another vendor for many years.

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 Manger 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 Manger 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 care 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 Humans 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 Country'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. In the proposal, this Proposer presented a staff nurse who did not have at least a Bachelor's Degree.
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 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 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:
 - Initiating services, handling service related issues and complaints, and Contract related issues.
 - On-going communication with the Program Manager or designee and County staff to provide updates on client's status.
 - Notifying the Program Manager of any significant changes in the client's service plan as well as additional community resource needs.
 - Reporting of significant incidents.
 - Reporting changes in hours, maintaining aides' schedules, updating UAI's and billing.
 - Regular communication with clients concerning their services.
 - Monthly meetings with the Program Manager and other County staff to review client services and resolve issues.
 - Re-evaluation of each client for service needs and updating of the client's service plan every six months.
 - Requested information that is to be provided in the Contractor's monthly report to the Program Manager.
 - 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 years 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 Manger 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 Manger 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-1
PROVISION OF IN-HOME SERVICES
CONTRACTOR: THE MEDICAL TEAM
Attachment B: Contract Pricing

Service or Rate Description	Unit rate	Price
Hourly rate for all services except heavy housekeeping	PER HR	\$27.75
Comprehensive Assessment	LS	\$150.00
Personal Care/Bathing	LS	\$45.00
Toileting	LS	\$16.00
Light Housekeeping	LS	\$40.00
Personal Laundry	LS	\$45.00
Ambulation and Transfer Assistance	LS	\$16.00
Meal Preparation and Assistance	LS	\$16.00
Medication Reminders	LS	\$8.00
Grocery Shopping and Other Essential Errands	PER HR	\$27.75
Escort to and from Medical Appointments	PER HR	\$27.75
Safety Checks	LS	\$8.00
Preparation for Bed	LS	\$22.00
Holiday Hourly Rate for Services	PER HR	\$40.65
Hourly Rate for Heavy Housekeeping	PER HR	\$28.10
Hourly Rate for Comprehensive Assessment	PER HR	\$100.00

3. Project Approach, Understanding of Scope

a. Meeting the requirements and needs established in the Scope of Work section

Arlington County seeks to obtain the services of a qualified contractor to provide In-Home Services for approximately 350 Arlington County Seniors and Individuals with Disabilities for a five (5)-year period with an option for 5 additional years to be decided annually. These services should be provided in a way that fosters maximum independence in clients, promotes their wellness, uses resources most efficiently and allows for the recruitment and retention of a diverse and committed staff. THE MEDICAL TEAM's Personal Care Services Division (TMT) has extensive experience delivering home care services, retains a qualified, diverse and committed staff, and employs state of the art technology to enable care to be provided in the most efficient way possible.

TMT is pleased to respond to Arlington County's request for proposals from qualified Home Care Agencies to provide In-Home Services seven (7) days per week for seniors and individuals with disabilities who are residing in the County and are essentially confined to their homes because of illness or mobility impairments and qualify for services in the identified senior living residences and geographical service areas. TMT understands services are typically from 6am to 6pm, with most services between 8am and 5pm, Monday through Friday. TMT is servicing clients 24/7 so this will not be an issue.

TMT is prepared to provide/hire the required number of Home Health Aides (36) and social workers or nurses (2) that the County has requested for this program and can staff all clients in the Arlington County zip codes indicated in the RFP (e.g., 22201, 22202, 22203, 22204, 22205, 22206, 22207, 22209), whether they reside in a congregate setting or in the community.

TMT proposes providing personal care services to identified clients living in the general community per any of the four methods of service delivery outlined in the RFP:

Block-based services are provided for a pre-determined amount of service time, two hours or more to complete multiple tasks at one time for clients. This service methodology utilizes the traditional delivery of home health and personal care services that the organization has provided throughout Northern Virginia since inception.

Task-based services are performed at specific intervals throughout the day with shorter periods of service time to meet the needs of clients who require frequent services and/or check-ins to maintain a maximum level of independence. TMT currently provides these services on the Fairfax County contract.

Support services are occasional services provided to clients who require periodic assistance to remain independent in their homes. Services are billed per hour of time the caregiver spends with the client.

Emergency after hours services shall be provided for short term emergencies that arise outside of regular working hours. For emergency service requests things move quicker (than the regular intake procedures) and TMT is prepared to staff cases within a 2-hour window, even outside of the standard times the County is officially open. TMT always has a care coordinator and nurse available on call. It is understood that this service will typically be of short duration and may include overnight hours.

TMT has demonstrated experience providing all the services identified by the County enumerated below and acknowledges it will **ONLY** perform those services and none of the prohibited services as described in the RFP on page 15.

- Comprehensive assessment, development of care plan and monitoring of services
 - An LCSW or RN will conduct the initial assessment and this can be done 100% electronically as team is equipped with iPads. An LCSW or RN will also conduct a supervisory visit every 90 days or sooner.
- Personal care/bathing
 - TMT can provide all services associated with this but for shaving need assistance is typically offered only if the client has an electric razor.
 - TMT caregivers are trained to be patient as some clients may take longer than others to bathe and dress. Instead of having the caregiver do all the work so it is done quickly, TMT caregivers typically work with the client to do as much as possible to promote independence.
 - TMT caregivers may prompt, supervise, or use verbal cues to safely complete the bathing process.
- Toileting
 - Caregivers may use prompting or verbal cueing as a means of promoting client independence with toileting and changing adult diapers.
 - TMT caregivers are trained to identify and report to the RN any rashes that may develop or if a patient is not eliminating as expected as these may indicate more serious issues. Due to the sensitive nature of these tasks, TMT caregivers are trained heavily on respect for the patient as well as special inservices on Toileting Tips, Perineal and Catheter Care and Maintaining Client Dignity among others.
- Light Housekeeping
 - TMT service coordinators set the expectations for light housekeeping upon initial start of care and then through regular communication with the client. TMT is happy to accommodate exceptions when requested by the County; otherwise, TMT reiterates to the client the expectations for the care. TMT also encourages caregivers to notify the office immediately if clients appear dissatisfied with the light housekeeping (or any other cleaning service) so that TMT may discuss again with them what is authorized and, if necessary and appropriate, work with the County to discuss with the client as well.
 - TMT often encounters hoarding situations and caregivers are trained to report if trash appears to be piling up or clutter building that appears to be out of the ordinary.
- Personal laundry
 - Laundry is the most difficult task to train caregivers on providing properly. The difficulty is training the caregiver to begin the laundry immediately, since it can take time for the laundry to wash and dry. This then provides them time to carry on with other tasks. TMT caregivers know not to leave the client's home, even if they are running past the allotted time, without having completed the laundry, including drying, folding and putting it away. TMT will reimburse its caregivers for the time even if it is not technically covered by the County. If it becomes a pattern that a client's care is simply taking too much time, TMT will monitor and work with the County to determine if more time can be allotted.
- Ambulation and transfer assistance
 - TMT caregivers are trained on proper transfer techniques and how to effectively use gait belts to avoid injury to themselves and the client. These skills are practiced during a hands-on training session in TMT's skills lab as part of orientation.
- Preparation of a light meal and assistance with eating
 - TMT care coordinators work closely with the clients to help them understand what types of food are appropriate or not appropriate for this task. Given the multi-cultural mix of clients,

there is sometimes a question about what might be appropriate or not. TMT provides a specific inservice for caregivers on Food Preparation and Safety, among others.

- Medication reminders
- Grocery shopping and other essential errands
 - These tasks involve money changing hands, so TMT has clear policies for caregivers to follow when the agency assigns employees to do shopping for a patient. Employees are instructed to always get a receipt for purchases made and to make sure the patient verified the receipt, the items purchases and the change. As a further protection, the agency asks employees to report to the office any accusations of theft or property damage or any remarks by the patient or family about missing money or possessions immediately. TMT investigates every claim and will collaborate closely with the County, the client and the authorities, if they are required to be involved. Investigations are transparent.
 - For congregate settings, TMT caregivers will combine shopping trips to improve efficiencies.
- Escort to medical appointments, when other resources are exhausted
- Heavy Housekeeping
- Safety checks
- Scheduling physician and/or other health related appointments
- Procuring medication including taking prescriptions to the pharmacy
- Picking-up and delivering non-narcotic/non-controlled medication for the client if no pharmacy delivery is available
- Assisting clients with filling out forms and applications for services
- Reading mail to clients
- Escorting to congregate meals
- Preparation for bed
- Communications with appropriate County staff

As described later in this proposal, TMT already provides block-based services for residents of the City of Alexandria, Loudoun and Fairfax Counties and is successfully providing task-based services in Fairfax County. TMT also provides support and emergency/APS services for Loudoun County, Fairfax County and the City of Alexandria. Specifically, in the first 5 months of 2017, TMT has handled 10 APS cases for Fairfax County, 8 APS cases for Loudoun County and 3 emergency cases for City of Alexandria.

Overview of TMT and a Proven Ability to Meet Requirements

TMT has extensive experience working with social services, serving as the sole source provider for Loudoun County, Fairfax County and the City of Alexandria. TMT has serviced Loudoun since 1996, Fairfax since 2001 and City of Alexandria since 2011. In addition, TMT was the first external contractor used for all three of these programs, helping them either launch or make the transition from public to private service delivery. These three contracts represent a roughly 1000 active client census, or more than 7500 individual clients for the various counties over time. This includes clients that are rural/suburban/urban, inside/outside congregate settings, have all levels of acuity and speak over 40 different languages.

Over many years partnering with social services, TMT has continued to refine the Transition Care model to:

- Help clients reduce avoidable hospital readmissions
- Coordinate transition of care from in-patient to community settings

- Improve post-discharge health outcomes
- Improve post-discharge quality of life, physical function and safety
- Develop patient/caregiver self-management skills.

TMT's Transition Care team includes experienced Licensed Clinical Social Workers (LCSW's), Registered Nurses (RN's), Certified Nursing Assistants (CNA's), and the coordinator team. The client is at the heart of this model, with supportive services provided to enhance safety and independence to the fullest extent possible.

TMT has a strong team in place, ready to assist Arlington County. This includes experienced caregivers supervised by a team of 10 coordinators, at least one of whom would be dedicated solely to this contract (depending on the number of clients). TMT will assign 1 home care aide (HCA) per client for scheduled services at every possible opportunity and will look to match languages where the client indicates this is preferred.

Coordinators are cross-trained to assist with staffing and administrative needs and are led by a Staffing Services Supervisor whose focus is on ensuring staffing needs are met. Coordinators also interact with the Client Services Manager, who is responsible for customer satisfaction and contract compliance. The Program Director, a registered nurse (RN), leads the Transition Care team and oversees all professional staff servicing the contract. The Regional Manager oversees all of the company's operations and has budget authority for all programs, ensuring needed resources are available. The HR Manager oversees 2 dedicated recruiters. She and her team work closely with staffing services and management on recruiting, retention, and employee engagement.

People First Mentality

The process of intake, scheduling, servicing and monitoring compliance is moot without first having the proper workforce available and engaged to deliver high quality services. TMT's patient-centered approach to care starts with hiring and retaining caregivers who meet high standards in terms of training, experience and reliability. TMT understands the importance of keeping employees respected, empowered and engaged.

TMT currently employs over 320 caregivers, 100 of whom meet the requirements defined by the county of being certified nursing assistants (CNAs) or having received at least 80 hours of approved training and received their CNA certificate. Of the 100 that meet the requirements roughly 60 live within only a few miles of the zip codes where Arlington County clients reside (e.g., 22201, 22202, 22203, 22204, 22205, 22206, 22207, 22209). This is even prior to a recruiting effort aimed at hiring caregivers who specifically live in those zip codes. TMT makes every effort to find caregivers who live as close to the client as possible to reduce travel time and frustration. It also makes it easier to ensure caregivers are available during inclement weather and emergencies.

Recruiting

In cases where TMT does not currently have the staff available to staff a case, the coordinator team creates a new requisition in a Sharepoint-based position need tracker. This captures the position needed, the location, department, number of openings, and any requirements for the case (i.e., female, Amharic speaker). An alert is immediately sent to the HR department to start the process of sourcing, screening and hiring to service that case. The focus is to hire by location and by language to the greatest extent possible. TMT believes that this enables it to be flexible servicing clients when they want to be serviced, in the language they want to be serviced, and to be able to quickly staff replacements. TMT

also uses Sharepoint to help it understand needs over time. Analysis performed helps TMT identify harder to staff cases or cases requiring more frequent restaffs so it can continue to refine messaging and improve where it looks for candidates.

Sourcing for candidates occurs primarily from trusted nursing programs where TMT has established a relationship. TMT prefers this approach because it knows the quality of individuals that are likely to be found. The second preferred approach is employee referrals. TMT has a generous employee referral bonus program. TMT's analysis has indicated that its longest tenured and highest rated employees tend to come from either one of its trusted nursing education partners or from employee referrals.

In addition to these avenues, TMT also utilizes several other recruitment techniques, including:

- Job fairs
- Newspaper advertisements
- Direct mail campaigns
- Advertisements in community centers
- Community Outreach Representatives (described later)
- Internal training programs to foster career growth and enable employees to become certified

As candidates are sourced and HR confirms their credentials, our coordinator team is notified and scheduled to conduct interviews of the candidates. We believe it is imperative for coordinators staffing cases to play a key part in the hiring process since the caregivers will ultimately report to the coordinators for day-to-day assignments, functions and performance. Once candidates are selected, they complete applications in TMT's Web-based human resources management system (HRMS), Workuments. This system ensures that every new hire, based on position, completes every document needed to ensure compliance with federal, state and county/contract regulations. It is from this system that TMT will be able to supply Arlington County with a complete trail of all documentation, licensing checks, background checks, etc.

TMT has caregivers that speak 44 different languages. The company is extremely sensitive to the issue of client culture and providing caregivers of the same culture. TMT has hired coordinators that speak foreign languages and will continue to attempt to hire coordinators that can speak other languages. TMT understands, however, that there are several key languages that always require additional caregivers. In the past few years the company began a pilot program to target increasing the number of caregivers employed who speak these languages. A new position was created – Community Outreach Representative – whose sole job is to interact with the community and recruit great caregivers. The Community Outreach Representative is a native language speaker of that community. TMT has seen success with this position and uses it when the need to increase caregivers speaking a specific language arises.

The County indicated specific language needs. TMT has staff available today that speak the languages that the County has identified and can recruit more as needed:

Language	Arlington Clients	TMT Caregivers
English	81%	320+
Spanish	6%	53
Vietnamese	4%	8
Russian	3%	8
Amharic	3%	37
Korean	1%	16
Hindi	1%	8
Other	3%	44 total languages

If a caregiver speaking the native language of the client is not available, the company has a language line that supports over 200 different languages which all staff can access. The language line supports 3-way calling to have the client, caregiver and coordinator on with an interpreter at the same time to clarify any issues.

Onboarding

The company has invested tremendously in building out its HR infrastructure to ensure it has a strong HR team supporting the coordinator team. Recruitment, onboarding, training and retention of personnel is a vital component in providing home care services and attracting and retaining great caregivers is a constant imperative for TMT. To that end the company has a formal recruiting plan, 2 full-time recruiters, an HR assistant and an HR Manager leading a team focused on finding and attracting great individuals.

Before joining its team, TMT performs security screening for all direct staff prior to assigning them to a case. Screening includes: multiple reference checks, criminal background records checks from Virginia State Police, the caregiver’s state of residence and a National criminal search. The company also requires all caregivers undergo a drug test (urine 9 panel). TMT requires recent TB skin or x-ray tests from medical professionals or health department clinics, and verification of credentials for providing in-home care services. The screenings will be completed and the results reviewed and determined acceptable prior to scheduling the employee to work with Arlington County clients on the project. TB screenings are performed annually on all employees. TMT is also responsible for verifying professional licenses and CPR certifications, which must be kept active. Verification of all screenings is available to the County upon request. TMT maintains this information in an electronic file in its HRMS for each caregiver rendering service under this contract. TMT will replace any care provider when the individual has falsified information on the provision of services or the individual becomes unsatisfactory to the County.

Upon hire every team member is given an extensive orientation to the company. They are reintroduced to their primary service coordinator who sets performance expectations. At this time pay, which varies by contract and/or by case, is discussed. TMT is committed to compensating HCAs working for Arlington County according to the Required Wage Rate in effect at the time of compensation.

RN’s play a key role in conducting the trainings for the orientation and will cover all County specific requirements, including services to be performed and services that are prohibited. TMT also captures

caregiver's availability into a custom system developed called TimeSchedule. This system, available to caregivers via mobile app, enables caregivers and office staff to update caregiver availability immediately. This ensures all are aware when a caregiver can or cannot work. In addition, this tool enables TMT to automatically staff cases for caregivers based on availability and some key filters specified to ensure only cases for which they are a fit are made available. In addition, TMT is adding the ability for caregivers to self-request open cases that they would like to work so they have more empowerment and visibility into available cases (i.e., finding shifts near their home, specific hours, etc.).

Training

TMT maintains a dedicated, fully equipped (e.g., hospital bed, Hoyer lift, etc.) skills lab overseen by RN's and used regularly to train caregivers. TMT has also instituted a rigorous inservice program that requires nurses and caregivers to participate in a minimum of 12 hours of inservice training a year. To accommodate the varied work schedules of its large resource pool of caregivers, it routinely holds training programs before and after office hours during the week and quarterly 4-hour "Super Saturday" events that have been attended by upwards of 50 caregivers at each office location. Topics for these sessions have included breast cancer awareness, self-defense techniques, driving safety, skin care, and consumer credit, as well as the home care subjects encompassing the topics listed in the RFP. These programs, led by nurses and service coordinators, have helped to instill a greater sense of teamwork and pride in being a caregiver.

Special care for patients with various diagnoses, such as decubitus ulcers, hypertension, diabetes, respiratory problems, cancer, urinary problems (and catheter care), and neurologic diseases is also addressed, along with special dietary requirements. Care for hospice patients has also been offered as an inservice.

For Arlington County, TMT will directly employ and supervise HCAs that are Certified Nursing Assistants (CNAs) or have received at least 80 hours of approved training and received their CNA certificate and that meet the minimum training requirements below (most of which are reinforced annually through our required inservices):

- Confidentiality
- Privacy and security of protected health information
- Standards of conduct including respecting clients
- Client rights
- Ethics
- Universal Precautions and basic infection control
- Safety
- Bathing/personal care techniques
- Environmental maintenance
- Nutritional support
- Safe transferring techniques
- Maximization of client independence
- Responding to emergencies
- Communication
- Working with interpreters and/or clients who have limited English proficiency
- Establishing professional boundaries
- Services authorized by the contract

- Services prohibited by the contract
- Elder abuse and financial exploitation
- Working with individuals who hoard
- Working with individuals with a serious mental illness
- Working in situations where bed bugs and other pests may be present
- 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.

In addition to the topics listed above, TMT will provide trainings for HCAs to include new information about topics of concern to the County and on new trends as they arise. TMT has a national Director of Education that continues to build out TMT University with new trainings and resources for caregiver education. Quarterly trainings for the County will be fully documented and shared with the County within 30 days of the end of the quarter.

Of note, TMT has Certified Dementia Practitioner (CDP) trainers on-staff that provide trainings to caregivers. In addition, the company regularly trains both office and field staff using its Virtual Dementia Tour that gives all participants firsthand experience for what life is like for someone with dementia. TMT would be happy to have members of Arlington County's team participate in a future training if this is something of interest to the County.

TMT also offers **free** training to workers who provide homemaker services to earn certification as personal care attendants (PCA's), which enables them to meet Medicaid guidelines for providing personal care services. This 40-hour training program is approved by the State of Virginia's Medicaid Waiver Program. It is an opportunity for caregivers to expand their skillset and earn more money.

Retention

TMT prides itself in its excellent record of employee retention in an industry and locale where high turnover is commonplace. The goal is to have the lowest turnover of any agency. TMT believes its size, history, dedication to excellence and team members are a great start. But the company wants to continue to find ways to help employees see a career growth path. There are numerous examples of individuals that started out as non-certified homemakers who become certified personal care attendants (PCA's) and then went on to become registered nurses (RN's), working with TMT the entire time. Two of TMT's strongest care coordinators started working for the company as non-certified caregivers. In addition, TMT will be having more events, more training and other interactions with its field staff to ensure they feel part of something bigger.

TMT has been among the few home health agencies to offer its caregivers benefits such as vacation allowances and health insurance and is very careful to observe all Fair Labor Standards Act (FLSA) regulations regarding pay for travel between cases – all factors that increase employee satisfaction and retention. In addition to flexible work schedules, training and development, mentoring, etc., some of the fixed benefits we offer our caregivers include:

- Health insurance
- Dental insurance
- Disability insurance
- Vacation time

- Tuition reimbursement
- Performance bonuses
- 401k (with matching coming this year)
- Travel pay between clients
- Opportunities to work overtime and be paid 1.5x (no hours capping)
- Free PCA training (for non-certified caregivers)

TMT's Board of Directors has met and is making employee engagement a top priority for 2017/2018. The company is looking at additional benefits that can be offered to caregivers. The first new benefit is a match for the 401k, which will be implemented later this year. TMT will be happy to update the County with new benefits as they are made available.

Some ancillary benefits offered include steep discounts on phone service with its corporate carrier (currently Verizon) and free/discounted banking services through its primary bank (currently PNC). PNC works with caregivers to help them establish direct deposit and savings accounts, eliminating check cashing and other fees commonly incurred. Working with either Verizon/PNC is completely at the option of the employee. TMT also has an employee rewards program whereby caregivers earn points for each hour worked. These points can then be redeemed for items like televisions, clothes, etc. TMT also regularly recognize staff on milestone service anniversaries via its company newsletter, TeamSpirit. The team also sends Birthday Cards to staff on their birthday and hosts an annual picnic for all field and office staff where families are encouraged to attend, games are played, prizes are awarded, key caregivers for the year are recognized, etc.

One of the first formal engagement endeavors has been to create a mobile app, TMTConnect, that doubles as a GPS-based time verification system and an employee engagement app. The goal is to make this app the hub for caregivers where they can see upcoming schedules, clock in/out for visits to verify activity, review company and contract procedures and requirements at any time, reach out to HR for questions, etc. But it is also going to provide trainings, quizzes and other engagement activities designed to help the caregiver learn more about healthcare, patient care, TMT, contract requirements, etc., that they will earn points for and compete with other caregivers for prizes. There will be rewards for individuals completing items as well as a competitive aspect to let them challenge other caregivers. We believe this will help further engage fieldstaff and deepen their knowledge in areas that the company believes will help them become better caregivers and corporate citizens.

Getting Started/Ramp Up/Team Introduction

Having explained the focus on hiring, retaining and appreciating the best, we now turn to the specifics of meeting the requirements of executing on the contract.

Staffing Plan

The staffing plan, provided below, provides details about the experience of the staff who will be directly involved with this program.

Program Role	Name	Title	Summary of Relevant Experience	Relationship to the Organization
Program Director	Bobbie Beharrie, RN	Director of Personal Care Services	7 years experience as Director of Personal Care Services, 7 years experience as a health care coordinator at a senior living facility	Full-time employee
Care Manager, LCSW	Lauren Ridge, LCSW and Denise Murdock, LCSW	Transition Care Coordinator	Over 9 years experience, mostly with City of Alexandria's Department of Community and Human Services as Family Services Specialist for Division of Aging and Adult Services.	Part-time employee
Care Manager, LCSW	Denise Murdock, LCSW	Transition Care Coordinator	Over 25 years experience in social work in DC Metro area.	Full-time employee
Care Manager, RN	Claudia Simons	Care Manager	Over 10 years experience nursing, including as Director of Nursing for an assisted living facility. 6 years with TMT.	Full-time employee
Contract Compliance	Yaniz Wright	Client Services Manager	10 years of experience in management and customer service; over 5 years with TMT in a leadership role.	Full-time employee
Staffing Supervision	Rose Cornell	Staffing Services Supervisor	4 years experience supervising a team of 10 coordinators who oversee a 400 field staff employees on our various contracts	Full-time employee
Scheduling Coordinator(s)	TBD	Care Coordinator(s)	Depending upon the size of the award we will retain up to two scheduling coordinators who will be solely assigned to managing the scheduling for this County program.	Full-time employee(s)
General Oversight	Ted Tzirimis	Regional Manager	11 years management experience with TMT of all programs and developing systems and processes to improve service delivery and customer service	Full-time employee

Financial Compliance and Reporting	Ryan Grisard	Chief Financial Officer	20 years corporate accounting experience	Full-time employee
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As mentioned earlier TMT’s coordinators are cross-trained to assist with staffing and administrative needs and are led by a Staffing Services Supervisor whose focus is on ensuring staffing needs are met. Coordinators also interact with the Client Services Manager, who is responsible for customer satisfaction and contract compliance. The Program Director, a registered nurse (RN), leads the Transition Care team and oversees all professional staff servicing the contract. The Regional Manager oversees all the company’s operations and has budget authority for all programs, ensuring needed resources are available.

TMT’s corporate accounting department has an excellent track record in complying with all accounting requirements for its county contracts and will continue to handle all invoicing and financial reporting required by the program under the direction of its Chief Financial Officer (CFO), Ryan Grisard, who has been with TMT for over 20 years. Mr. Grisard has his BS in Accounting from George Mason University. Mr. Grisard has been with TMT during every major contract win since 1997 and remains heavily involved in all aspects of our Virginia operations, despite being CFO for the entire company.

TMT has demonstrated experience starting projects of this size and scope, even those that are being done for the first time with contractors. The most recent example is assisting the City of Alexandria in 2015 as the first (and sole) provider for their companion services program. **TMT can begin immediately.**

Process Flow and Ensuring Success

Referral

TMT understands that referrals are received from the Department of Human Services (DHS) and the community and are reviewed by the County Program Manager before services are authorized. TMT is reachable by phone, by email and by virtual fax, which ensures no faxes are lost, faxes are routed directly to the appropriate team members and reduces paper waste. TMT uses Microsoft Exchange for email services and has experience using encrypted email to communicate with key stakeholders. We are committed to HIPAA precautions and can use encrypted email, client identifiers or any mechanism deemed preferred by the County. As an aside, TMT hires a 3rd party firm to perform a regular security/vulnerability assessment of our entire system (e.g., email, file servers, etc.) to ensure that we are protected from hackers and potential data breaches.

Evaluation

TMT is prepared to perform an initial assessment using the Uniform Assessment Instrument (UAI) and the County’s Service Evaluation Instrument (SEI) should the County opt to delegate this function. TMT further understands that after receiving authorization for services the service assessment must be performed within the client’s home within 3 business days of receiving the electronic referral and that services must be initiated within 2 business days after the assessment is completed. If the client becomes unavailable and TMT is unable to perform the assessment within 3 business day’s the Program Manager for the County will be notified. TMT has 2 LCSW’s and over 5 RN’s available to perform these assessments, though we anticipate utilizing a dedicated RN for this contract so that she is well versed in all the requirements. TMT will ensure key staff is trained on Peer Place, the County’s HIPAA-compliant system used to manage plans of care and authorizations for care.

Determination/Authorization of Service Hours

TMT understands Arlington County determines the number of service hours authorized based on the assessments done and that the County will not pay for unauthorized hours and/or private pay services. Exceptions are made for emergency situations and TMT will notify the Program Manager of any emergencies that arise and will ensure the caregiver remains to assist the client when an urgent need arises (e.g., medical emergencies, falls, toileting issues, etc.).

TMT is required to monitor the authorized hours and notify the Program Manager when more hours are necessary or when the authorized hours are in excess of the client's needs. TMT's Transition Care team is in regular touch. If caregivers are turned away by the client or if services are declined by client or if there is a change noticed that they believe might necessitate additional services they report this immediately to the coordinator. Since documentation is done on its custom-built mobile TMTConnect app, the notes are processed immediately. The coordinator will speak with the client and convey the information to the RN and/or LCSW to also reach out to the client to schedule a visit to investigate. In this manner there is a lot of "touch" to ensure the client is receiving the right level of services. The coordinator has a tool to monitor the hours authorized and see over or underutilization to ensure TMT is meeting the requirements of the care plan.

Admission

TMT maintains its own electronic medical record (EMR) system for managing client information (e.g., demographics, care plans, etc.), scheduling and billing. Once a referral is received it is immediately entered into the EMR. Daily automated reports and dashboards have been built to ensure that the team is notified of time remaining to staff; ensuring the service assessment is completed within 3 days and the services initiated within 2 days after that will be visible and tracked. The team is also alerted as the plan of care review and update comes due every 6 months. TMT has built several tools including a custom iOS-based app that enables the team to receive push alerts and to see supervisory visits and care plan revisions coming due. TMT also built a custom iPad app, DocumentTracker, to enable its team to complete documentation electronically whenever possible. Once submitted this documentation gets attached to the EMR patient record and is easily shareable with the County, the client, a physician, etc.

The coordinator communicates with the intake team and client to understand any specific requests and issues. This helps focus staffing the right caregiver. For example, if language is specified as a need, the coordinator will work to find a caregiver that speaks that language (or reach out to HR if there is a need to hire additional caregivers speaking that language). If a client is uncomfortable with a male for bathing, a female will be utilized.

TMT has experience with sliding scales and collection of contributions and fees. Its accounting department handles directly invoicing individuals for services, applying a sliding scale and collecting fees. The amount of fees collected can be reported to the County within 15 days following the month in which services were provided, with specific information provided including the identification number of the client served, the total amount of fees collected for the client and the total amount of fees collected for the month for all clients served.

Where a sliding scale applies, TMT will invoice the client or responsible party directly within 10 days following the month of services rendered; where payment is not received within 30 days of correct invoicing, TMT will contact the Program Manager to report non-payment issues. TMT understands it is responsible to provide invoices which are both timely and accurate and that failure to do so will not

affect client services and will result in TMT offering the client a reasonable payment plan. TMT will follow the County's policy on suspension of services and reinstatement of services.

Staffing

Every effort is made to find the most ideal caregiver for the client. This includes matching based on appropriate language, gender, strength (for heavier clients that need assistance), etc. TMT also works hard to find employees that live as close to the client as possible.

Once the caregiver is selected they are provided details about the client and reminded of the tasks to be performed, what is appropriate for each task, and the do's and don'ts for the contract. Coordinators call the client after the first visit to ensure that the match was a successful one and to help smooth out any issues. Through the course of staffing if any issues emerge the coordinator investigates immediately through discussions with the caregiver and the client separately. If it is more serious the situation is escalated to the Program Director and her professional team for on-site follow up. TMT has procedures in place to address performance delinquencies, disciplinary actions, ethics consultations, as well as processing complaints and providing rewards for excellent service.

TMT staff will provide only the services the County has listed on pages 12-15 of the RFP and will not provide any of the services listed as being prohibited services on pages 15-16 of the RFP.

TMT caregivers will document time using TMT's custom mobile app, TMTConnect, which uses GPS and client signature to verify the location services were completed and that all tasks were completed as expected. This information is used to ensure caregivers are arriving in a timely manner and performing as expected. TMT will furnish the County timesheets and aggregate visit data per the County's needs.

TMT understands that routine referrals are processed by the County during regular working hours, Monday through Friday from 8am to 5pm and weekend and holiday referrals are processed on the next business day, unless there is an after-hours emergency. To accommodate emergencies TMT is available 24/7/365. TMT has an on-call team available to meet any requests. The team includes an on-call RN and coordinator as well as at least 2 on-call CNA's. This coverage enables TMT to staff emergency call-offs or APS cases very rapidly. This is the same team that works during the week and they are compensated in addition to their standard compensation. Having the team be rotating members of the standard team ensures they are fully versed in the Arlington County contract and able to assist more rapidly.

Monitoring

There are multiple touchpoints throughout the time the client is on service with TMT. As mentioned before TMT reaches out the day after a new caregiver is working with a client to ensure the match was successful and all services were completed to the client's satisfaction. TMT also performs random client satisfaction survey calls each month to identify issues as they arise. Coordinators bring any issues identified to leadership immediately. Supervisory visits at least every 90 days are another opportunity to identify any issues.

Communication

TMT will communicate with the County 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. TMT understands that:

- Client identifiers are not to be used in email
- Electronic communication will be done using password protected files, where the password is sent in another e-mail or delivered via phone as allowed

- E-mail communications will be done using the encryption feature in the e-mails system
- Extensive communication about a case should be done via phone or in-person

Official communication that may occur includes:

- Initiating services and handling service related issues and complaints
- On-going communication with the Program Manager on client status
- Notifying the Program Manager of any significant changes in the client's service plan
- Reporting of significant incidents
- Reporting changes in hours, schedules, updating annual UAI's and billing
- Regular communication with clients concerning services
- Monthly meetings with the Program Manager and other County staff to review client services and resolve issues
- Re-evaluation of each client for service needs and updating of the client's service plan every 6 months
- Requested information that is to be provided in the monthly report to the Program Manager
- Human Resource and staffing changes

TMT would like to note it would be happy to build a partner portal for Arlington County and TMT to exchange documents and information in a secure Web-based portal. This portal could also be used to provide the County on-demand access to updated client and employee schedules and any reports the County would like to receive.

Documentation

TMT is prepared to meet all the County's requirements for documentation as listed on pages 22-23 of the proposal. This includes:

- Service Agreement that explains the service arrangements, including but not limited to:
 - 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
- Reliable time keeping system to track the hours HCAs work that is provided with monthly reports
 - As mentioned before TMT primarily seeks to use its TMTConnect app, which provides GPS-based precision clock in/out of visits. TMT also has a custom-built telephony system that can also be used that ensures the caregiver is calling from the client's home phone.
- 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 will be made in the client's record, in TMT's EMR, within 1 business day of occurrence.
- The assessment of the client's needs and updating of the client's plan of care every 6 months will be documented along with the annual UAI updated using the Peer Place System.

Administrative

TMT is prepared to meet all the administrative requirements defined in the RFP on pages 23-25. This includes:

- Having appropriate licensure to provide home health services in VA and certification from an accrediting organization
- Having appropriate bonding and insurance
- Availability for consultation with the Program Manager on an as-needed basis between 8am and 5pm, Monday through Friday
- Having 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
- Having an established infection control plan in which staff are trained and monitored
- Comply with all Arlington County privacy and security policies and participate in an orientation session with the Program Manager
- Comply with all senior living residences' policies regarding security and safety when applicable and participating in an orientation session with the congregate senior residences
- Endeavor to be eco-friendly
- Maintain and share with the Program Manager a current schedule of staff scheduled to work with clients to include client name, approved hours, staffed hours, name of case manager, current caregiver and days/times the caregiver is scheduled
- Provide the Program Manager with monthly billing, financial and client service reports accurately and on time by the 10th of the following month
- Provide the Program Manager with the invoice for services rendered in June of each year earlier than the 10th of July as needed
- Provide a detailed invoice for monthly billing based on template provided by Program Manager
- Reflect the amount of client fees collected along with monthly documentation identifying client specific service type and hours, per cluster area.
- Include the following types of information in the written monthly report in a format defined by the Program Manager:
 - Number of new referrals for the month being billed
 - Percentage of new referrals contacted within 3 working days after receiving the referral
 - Percentage of new clients with services initiated within 7 working days after assessment
 - Number of closed cases for the month being billed
 - Service unit breakdown by client, cluster area and the categories defined in the Contract
 - Documentation of hours worked per HCA
 - Discrepancies between authorized vs. provided/billed hours per client
 - Rationale if there is a difference between authorized vs. 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
 - Data will include monthly and cumulative totals
- Provide a quarterly report to the Program Manager due the last business day of the month following the end of the months of September, December, March and June that includes:
 - Data 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 metrics
- Provide additional information about the monthly or quarterly reports within 10 business days after the Program Manager has requested it
- Maintain accounts and documents that shall permit the 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 30 days after services are rendered
- Maintain auditable records that clearly document the amount of time care providers spent on activities and tasks under this contract
- Retain all financial books, records and other documents relative to this contract for 5 years after the final report or until any questioned audit cost is cleared, whichever is later
- Cooperate with Arlington County and its designated representative(s)

TMT is confident that its experience providing block-based services, task-based services, support services and emergency after hours services to Loudoun County, Fairfax County and the City of Alexandria demonstrate its ability to execute on a contract of this scale. The people TMT has hired, the processes TMT has developed, and the systems TMT has built ensure its delivery model meets the best practices defined by the County:

- *Being efficient, cost-effective and innovative.* TMT has the ability to provide task-based services or hourly services in both congregate and community settings. In section 6 TMT describes some specific possible changes to the model that might interest the County, improving quality of care while reducing the cost to the County. TMT's innovative use of technologies such as its telehealth system and various staffing-related tools and documentation capture systems provide great efficiency.
- *Optimizing the role of the 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.* TMT shares the County's concern of appropriately matching a client with a caregiver and believe it is a leading factor in ensuring satisfaction of both parties. TMT looks at factors like age, gender, language and size of the client to find the caregiver best suited to a client's needs. To that end the company constantly recruits, hires and trains individuals to help achieve that goal. TMT is incredibly proud of its diversity. It is a major strength and something that sets the company apart.

Additionally, caregivers receive regular training on a variety of topics such as Dementia and Alzheimer's care which prepares them to better interact with their clients. And the caregivers receive trainings that enhance their ability to be culturally competent. TMT's HCAs provide great insights to the team about client health since they see the client regularly. Their communication is greatly valued and enables the team to be more proactive in ensuring the client is healthy and receiving the services needed.

- *Maximize client independence.* This is one of the stated goals of the company and its caregivers have been fully trained in how to help their clients maintain the greatest level of independence possible according to their specific condition. Several examples of this were listed above such as how caregivers are trained in toileting and personal care to allow the client to participate as much as possible.
- *Incorporate the standards of Virginia Department of Aging and Rehabilitative Services (DARS Homemaker Standards).* TMT has reviewed the DARS Homemaker Standards and found that it is in compliance with these standards.

b. Meeting the required hours of service, including plan to provide substitute staff and respond to emergency requests

Meeting Required Hours of Service

As mentioned above, TMT makes every effort to cover all cases referred, regardless of location within the county. Besides retaining caregivers who currently reside in or near Arlington County and can be assigned to this program (TMT currently employs 60 caregivers who reside in or near the County borders and meet the requirements for HCAs), TMT will perform ongoing recruitment efforts for the entire Arlington County area. TMT's Virginia agency can draw on the experience, expertise and financial resources of the corporation to ensure continued stability and funding allocated to recruitment of caregivers required for this contract.

Intensive efforts to locate workers for Arlington County includes TMT's 2 full time recruiters leveraging TMT's recruitment program to tap into networks with existing contacts and area nursing schools, regular participation in area job fairs, extensive use of social media and job advertisement sites, and the employee referral bonus program, etc.

TMT's coordinators and the Staffing Services Supervisor monitor open shifts using a custom built Unassigned Visit tool. This highlights all open shifts for a given week/month in a single Web-based view that is color-coded to show most pressing staffing items. If shifts are unassigned coordinators leverage the EMR and staffing tools to identify available caregivers that meet the requirements. TMT has also built a proprietary text-messaging system, FieldLink, that texts caregivers with open cases to facilitate staffing. Responses from caregivers are received by the team via email (and in the system itself) so that they are notified immediately. This also enables the on-call coordinator to message after hours and ensures if texts are returned after hours a coordinator is monitoring and responding.

Substitute Staff and Emergencies

TMT prides itself in providing continuity of care. Should a key staff person be absent for any reason, there is always a designated point of contact in the Annandale, Ashburn and Reston offices. In cases where a regularly scheduled HCA is not available due to illness or other reasons, it is company policy that all substitutes meet the same qualifications as the regular provider. Due to comprehensive recruitment strategies outlined in previous sections, and the extent of services provided in surrounding counties, TMT is well positioned to provide suitable substitutes when needed.

A Registered Nurse, a Service Coordinator and two CNAs are on-call 24 hours a day, 7 days a week, 365 days a year to handle requests for service, cancellations, or problems after hours. The on-call team consists of the same individuals that work normal office hours, so they are fully versed in contract requirements and company performance expectations. The on-call coordinator and RN have company

phones from which they leverage the same tools outlined above for staffing and additionally have access to a custom iOS-based staffing tool built by TMT that walks the coordinator through finding a replacement or emergency staff based on several filtering criteria (e.g., language, distance from client, gender, etc.).

TMT has demonstrated ability providing emergency and APS services to Loudoun County, Fairfax County and the City of Alexandria.