

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

NOTICE OF CONTRACT AMENDMENT

Brookdale Arlington, operated by	DATE ISSUED:	February 26, 2019
S-H OPCO Arlington, LLC	CURRENT REFERENCE NO:	19-707-EP
111 Westwood Place, Suite 100	CONTRACT TITLE:	Individual Assisted Living
Brentwood, TN 37027	AMENDMENT NO:	Service
		1

THIS IS A NOTICE OF AMENDMENT 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. 19-707-EP including any attachments or amendments thereto.

EFFECTIVE DATE: October 1, 2020

EXPIRES: September 30, 2021

RENEWALS: Three (3) Renewal Options Remaining through September 30, 2024

COMMODITY CODE(S): 95200; 95208

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AMENDMENT NO. 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: Tracey Allen

VENDOR TEL. NO.:

(214) 701-7249

EMAIL ADDRESS: TAllen@brookdale.com

COUNTY CONTACT: Rudbel Alfaro, DHS, BHD

COUNTY TEL. NO.:

(703) 228-5147

COUNTY CONTACT EMAIL: ralfaro@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-072-EP**

AMENDMENT NUMBER 1

This **Amendment Number 1** ("Amendment") is made on August 7, 2020 and amends **Agreement Number 19-707-EP** dated **February 26, 2019** ("Main Agreement") between **Brookdale Arlington, Operated by S-H OpCo Arlington, LLC, 111 Westwood Place, Suite 100, Brentwood, TN 37027** ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Terms and Conditions, Scope of Work and Exhibit B, Contract Pricing under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

1. **The Contract is hereby renewed for the first renewal period from October 1, 2020 through September 30, 2021.**
2. **REFERENCE 27. NOTICES: Notices is hereby deleted in its entirety and replaced as follows:**
 27. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Tracey Allen, Manager, Managed Care/Medical Contracting
Brookdale Arlington, Operated by S-H OpCo Arlington, LLC
111 Westwood Place, Suite 100
Brentwood, TN 37027

TO THE COUNTY:

Mark Doering, Project Officer
DHS – BHC Client Services Entry
2120 Washington Blvd, 1st Floor
Arlington, VA 22204

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

Arlington, Virginia 22201

3. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Clause Number 34. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

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

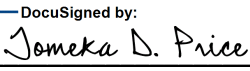
4. **EXHIBIT A, Scope of Work is hereby deleted in its entirety and replaced with the Revised Exhibit A, Scope of Work.**

5. **EXHIBIT B, Contract Pricing is hereby deleted in its entirety and replaced with the Revised Exhibit B, Contract Pricing.**

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

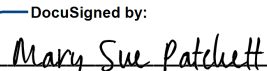
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED  _____
DocuSigned by:
5950D4E0ACC0472...

PRINT NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 8/13/2020

BROOKDALE ARLINGTON OPERATED BY
S-H OPCO ARLINGTON, LLC

SIGNED:  _____
DocuSigned by:
AC5CB37A6677429...

PRINT NAME: Mary Sue Patchett
TITLE: EVP, Strategic Operations
DATE: 8/13/2020

REVISED EXHIBIT A
SCOPE OF WORK

Supervised Residential Services provided under this Agreement shall comply with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) definitions in the [Core Services Taxonomy Version 7.3](#); specifically, Supervised Residential Services (551).

DELIVERABLES

The Contractor shall provide Supervised Residential Services in its Assisted Living Facility (ALF) for client 'CS' Identification No: **1039963** as follows:

1. Private Studio for client 'CS'.
2. Three (3) meals daily and snacks.
3. Weekly housekeeping and daily trash removal.
4. Licensed nurses on staff to monitor and coordinate care needs.
5. Provide daily programs and activities, with scheduled group transportation when necessary. Resident-sponsored clubs, use of variety of community areas.
6. Trained staff must be available 24 hours a day and an emergency call response team.
7. Provide medication assistance and administration which will include ordering medications through a private pharmacy which packages all medications (psychiatric and non-psychiatric) in individualized blister packs per licensing requirements and ships the medication to the facility.
8. Provide monthly wellness visits by a licensed nurse.
9. Provide transportation to doctor appointments and staff to accompany the client.
10. Incontinence care/supplies if needed.
11. Abide by all state and federal confidentiality regulations governing the residential mental health treatment and HIPAA privacy regulation in regard to protected health information and identifying information.
12. Bill Medicaid for all items/services that are covered by Medicaid and bill Medicare if that is approved in the future.
13. Provide services in the least restrictive environment and in concert with the philosophies of person-centered planning with a focus on continuous quality improvement. Services shall be provided using methods and materials that are appropriate for the chronological age of the individual.
14. Provide services that reflect individual support needs, are based on best practices, accessible, safe, efficient and provided by well trained, qualified staff.
15. Provide comprehensive services that reflect and respect the choice and input of the individual; services shall be tailored to the individual. Services should be based on continuing assessment of the individual's preferences, skills and abilities.

Reporting/Outcome Measures

The Contractor shall provide the County Project Officer quarterly individual progress reports within 15 days of the quarter's end (Oct 15, Jan 15, April 15 and July 15). The Quarterly Report must include:

1. Name of client
2. Client #
3. Dates of service
4. Updated progress on Individual Service Place (ISP) goals and objectives

5. Level of participation in the program and involvement with other community providers, such as hospitalizations for medical and mental health needs; other community support programs and providers
6. Recommendations for continuing care outcome measures to be assessed by Arlington County Project Officer, or designee, by administration of the DLA20 during quarterly visit. While the expectation is that client's condition will continue to decline due to the natural course of illness, the vendor will continue to assist client in maintaining activities of daily living to the highest degree possible.

Required Program Policies and Procedures

The Contractor must have policies and procedures in place which govern the execution of its services under this contract. The policies and procedures shall be made available immediately upon request by Project Officer staff. The Policies and Procedures must adhere to the [Virginia Department of Social Services standards](#).

REVISED EXHIBIT B
CONTRACT PRICING

Contract Budget and Maximum:

Client	Bed Day Rate ¹	# Days Required	Maximum Payment from the County	Maximum Payment from Client
CS	\$210.84	365	\$65,940.00	\$11,016.00

¹ The Daily Rate will be reduced by 50% (to \$105.42) after a client is absent from the facility for more than three (3) days due to hospitalization for medical or psychiatric reasons. (50% rate starts on day four (4)).