NOTICE OF AWARD OF CONTRACT

TO:
HOME CARE PARTNERS, INC
1234 MASSACHUSETTS AVE, NW
#C-1002
WASHINGTON, DC 20005

DATE ISSUED: OCTOBER 1, 2010
CURRENT REFERENCE NO: 413-10LW

CONTRACT TITLE: HOME CARE SERVICES
PRIOR REFERENCE NO: 157-09LW

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective NOVEMBER 1, 2010 and expires on SEPTEMBER 30, 2011.

This is the SECOND year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 157-09LW, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
PRICE ADJUSTMENT FOR EXTENSION OPTIONS BASED ON CPI-W FOR MONTH OF MARCH

ATTACHMENTS:
AMENDMENT NO. 1 TO AGREEMENT NO. 157-09LW

SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCUPIED PROPERTY SHALL BE PAID AN HOURLY WAGE NO LESS THAN THE HOURLY LIVING WAGE RATE PUBLISHED ON THE COUNTY’S WORLD-WIDE WEB SITE AT THE TIME OF CONTRACT EXECUTION.

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

VENDOR CONTACT: MARLA LAHAT
VENDOR TEL. NO.: 202-638-2382
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 202-638-3169
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1920603
COUNTY CONTACT: AARON KOCIAN / KAREN HANNIGAN
COUNTY TEL. NO.: 703-228-1749

CONTRACT AUTHORIZATION

LLEVETE GONZALEZ
PROCUREMENT OFFICER

DATE: 10/1/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

L:/R10/413-10LW
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 157-09 LW
AMENDMENT NUMBER 1

REFERENCE NUMBER 413-10 LW

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 157-09 LW dated October 5, 2010 ("Main Agreement") and made between Home Care Partners, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid 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.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

A. UPDATE THE CONTRACT RATE IN "EXHIBIT B" TO READ:

The Contractor shall provide Home-Based Cluster Care Services, including block-based services, task-based services, support services and the distribution of meals at $24.67 per hour.

B. THE "CONTRACT TERM" PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

CONTRACT TERM

Work under this Agreement shall continue from November 1, 2010 and will be completed no later than September 30, 2011 ("First Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from October 1, 2011 to September 30, 2014 (each period referred to as "Subsequent Contract Term").

Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the service by the County Board of Arlington County, Virginia for the affected extension period.

The Contractor has the right to elect not to extend the contract beyond the then current term. However, in the event the Contractor elects not to extend the contract, the Contractor shall provide the County a written notice of its intent not to extend at least ninety (90) days before the expiration of the then current term. The Contractor shall work cooperatively with the successor service provider to ensure clients are safely transitioned to a new service provider.
C. THE "CONTRACT AMOUNT" PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed $1,534,709.00 in accordance with the terms of the Payment paragraph and Exhibit A, at the Contract Rates specified in Exhibit B, for the Contractor’s completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents during the Initial Contract Term. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Rates include all of Contractor’s costs and fees (profit).

D. PARAGRAPHS 2 AND 3 OF SECTION “SERVICES TO BE PROVIDED” (PAGES 15 AND 16) OF THE AGREEMENT ARE HEREBY DELETED IN THEIR ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

2. Task-based services are short periods of service time provided at specific intervals throughout the day to meet the needs of clients who require frequent services and or check-ins to maintain a maximum level of independence per day. Task-based services are only provided at designated senior high rise buildings. Services include, but are not limited to, the following:
   - Comprehensive assessment
   - Preparation of light meal
   - Remind/assist with eating
   - Simple personal care/toileting
   - Medication reminders
   - Assistance with transfers
   - Escort to congregate meals
   - Safety check-in
   - Preparation for bed
   - Communications with appropriate ADSD staff

3. Support services are occasional services provided to clients receiving Cluster Care In-home Services who also require non-routine assistance to remain independent in their current living environment. Support services are provided Monday through Friday from 6:30 am to 6:30 pm. Support Services may include, but are not limited to, the following:
   - Heavy Housekeeping
   - Scheduling physician and or other health related appointments
   - Escorting to 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
E. Paragraphs 10, 11 and 12 of Section "Description of Each Service and Specific Tasks to Be Provided" (Page 18) of the Agreement are hereby deleted in their entirety and the following is substituted therefore:

10. Distribution of meals at Senior High Rise Buildings
It includes the delivery of prepared meals to clients’ apartments at Woodland Hill and the receiving, coordination, and distribution of an evening meal at Claridge House.
Presently at Woodland Hill, approximately six (6) prepared meals are delivered to Woodland Hill Monday through Friday through a pre-arranged agreement. The meals are then delivered to each client’s apartment. This task takes approximately one (1) hour from 11 a.m. to 12 p.m. An evening meal, provided Monday through Friday at the Claridge House, consists of receiving, coordinating, and distributing food from contracted vendor for approximately twenty (20) clients. The evening meal is distributed to each individual’s apartment. This task takes approximately two (2) hours from approximately 3:00 p.m. until 5:00 p.m.

11. Support Services (Page 19)
Support services are authorized by the Project Officer. Individual staff within ADSD is responsible for coordinating and authorizing the necessary services with the Contractor.

12. Heavy Housekeeping (Page 19)
Services are heavy-duty household tasks and chores provided to clients in unsanitary living environments to assist in preventing eviction as well as improve the sanitation of the environment. Heavy housekeeping services may include but are not limited to:
- Floor cleaning (scrubbing and polishing)
- Cleaning kitchen appliances inside and outside
- Bathroom cleaning (scrubbing tub/shower, basin, and commode)
- Packing and unpacking
- Removing accumulated trash

Heavy housekeeping services typically require eight (8) to twelve (12) hours of service time. The Contractor shall be compensated for the cost of protective wear and equipment. The Contractor(s) shall provide directly or sub-contract with a heavy cleaning firm to perform the actual chores. If heavy housekeeping is subcontracted, the Contractor shall notify and obtain the approval of appropriate staff within ADSD.

F. Section "Referral, Evaluation and Admission Process" (Page 20) of the Agreement is hereby deleted in its entirety and the following is substituted therefore:

1. The referral evaluation/admission process ensures appropriate and equitable services are determined and provided to all eligible clients. Referrals for Cluster Care In-home Services Program are received from numerous sources within DHS and the community. All clients receive an in-home visit during which a 12-page Uniform Assessment Instrument (UAI) is completed.
2. ADSD staff, in collaboration with the Project Officer, determines client eligibility, hours and services to be provided to the client from the contractor. The Vendor Referral Form (VRF) includes the amount of the determined client fee, for which the vendor is responsible to bill the client monthly.

3. Referrals are forwarded to the Contractor by ADSD staff according to the clients’ cluster they have been awarded. The referral is communicated to the Contractor via the Vendor Referral Form (VRF) as well as the UAI, both of which are forwarded electronically to the Contractor via a HIPPA-approved Portal System.

4. All clients receiving Cluster Care are assigned an Adult Services worker, who determines if the services provided by the vendor meets their needs or if the client and their family require on-going care management. For those clients who do not require on-going care management, the Contractor shall provide a social worker or Registered Nurse to update the client’s UAI annually and kept in the Contractor’s database for sharing with ADSD staff when requested.

5. The Contractor shall contact the newly-referred client within three (3) working days of receiving the electronic referral. The Contractor will initiate Cluster Care In-home Services within seven (7) working days after the assessment is completed.

6. If the Contractor is unable to perform the assessment and/or initiate services within the established time frames, the Contractor representative shall notify appropriate ADSD staff of the delay. ADSD staff and the Project Officer shall then determine the appropriate course of action for the client.

7. Referrals for services are processed by the County during regular working hours, Monday through Friday from 6:30 a.m. to 6:30 p.m. Weekend and holidays referrals are processed on the next business day. Arlington County will not pay for non-authorized hours and or private pay services.

G. SECTION "DETERMINATION/AUTHORIZATION OF SERVICE HOURS" (PAGE 22) OF THE AGREEMENT IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

1. ADSD staff is the sole authority in determining client hours excepting in-home urgent or emergent situations. A situation is considered an urgent or emergent situation when the health of the client prohibits the healthcare provider from leaving the client. Examples of emergency situations include but are not limited to medical emergencies, falls, and toileting issues. It is expected that the Contractor will also monitor the hours, and notify the ADSD staff when either more hours are necessary or when the hours recommended are in excess of the clients needs.

2. The Contractor shall notify the Project Officer as soon as possible and no later than twenty-four (24) hours of an in-home urgent or emergent situation requiring additional hours of service.
H. SECTION "COMMUNICATIONS" (PAGES 22 AND 23) OF THE AGREEMENT IS HEREBY
DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

- All official Communication regarding Cluster Care In-Home Services is
processed via the established electronic portal, if possible, except for
urgent and emergent situations. Official communication includes initiating
services, handling service related issues and complaints, and Contract
related issues.
- On-going communication with the Project Officer and ADSD Workers to provide
update on client’ s status and notify ADSD staff of any significant changes
in the client’s service plan as well as additional community resource needs.
This may be via phone call, e-mail or Portal.
- Contractor shall report significant incidents, which includes when clients
refuse service or when Contractor is unable to serve clients for any reason.
- Regular communication via electronic portal, e-mail or phone concerning
client issues, changes in hours, maintaining aides schedules, updating UAI’s
every year (on clients with no attached ADSD social worker) and billing.
- Regular communication with clients concerning their services.
- Bi-monthly meeting with the Project Officer and involved ADSD workers to
review client services and resolve issues.
- Re-evaluation of each client for services needs and updating of the client’s
service plan every six (6) months.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all
terms and conditions of the Main Agreement. All terms and conditions of the
Main Agreement shall remain in full force and effect for the work covered by
this Amendment unless specifically changed by the terms and conditions of
this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED
BY:  

PRINT NAME:  RICHARD D. WARREN, JR.
AND TITLE:  PURCHASING AGENT
DATE:  10/1/10

HOME CARE PARTNERS, INC.

TAXPAYER ID NUMBER:  52-1920603

SIGNED
BY:  

PRINT NAME:  MARLA LAHAT
AND TITLE:  EXECUTIVE DIRECTOR
DATE:  9/15/10