NOTICE OF RENEWAL OF CONTRACT

TO:
ARLINGTON VOLUNTEERS OF AMERICA
ALR OPERATING INC.
1660 DUKE STREET
Alexandria, VA 22314

DATE ISSUED: MARCH 8, 2012

CONTRACT NO: 619-12

CONTRACT TITLE: ASSISTED LIVING SERVICES - MMALR

PRIOR REFERENCE NO.: 27-08

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective IMMEDIATELY and expires on JUNE 30, 2012.

This is the FIRST year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 27-08, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
REFER TO CONTRACT NO. 27-08

ATTACHMENTS:
CONTRACT 27-08
AMENDMENT NO. 1 TO CONTRACT 27-08

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

VENDOR CONTACT: ANGELA KING
EMAIL ADDRESS: AMKimg@voa.org
TAX IDENTIFICATION NUMBER (EIN/SSN): 10-4330384

COUNTY CONTACT: MICHAEL PETERS

TELEPHONE NO.: 703-341-5000

TELEPHONE NO.: 703-728-1772

VENDOR CONTACT: ANGELA KING
EMAIL ADDRESS: AMKimg@voa.org
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CONTRACT AUTHORIZATION

SIGNED DATE:
9/8/12
DISTRIBUTION
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NUMBER 27-08

AMENDMENT NO. 1

NEW REFERENCE NUMBER 619-12

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 27-08 dated December 1, 2010 ("Main Agreement") made between Volunteers of America ALR Operating Inc., 1660 Duke Street, Alexandria, Virginia 22314 ("Contractor"), a Minnesota corporation authorized to do business in the Commonwealth of Virginia, and the County of Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts be paid under the Main Agreement, Exhibit A (Scope of Services), Exhibit B (Philosophy for Operation of the Facility), Exhibit C (Pre-Opening & Year Budget), and Exhibit D (Staff Roster by Position), the Contractor and the County, in consideration of the promised and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. THE SECOND PARAGRAPH OF THE "CONTRACT TERM" PARAGRAPH SHALL BE AMENDED AS FOLLOWS:

Phase II, Operational Work, will commence on the day the residence is occupied upon issuance of a start work order by the County Project Officer. Parties agree that this initial contract term began on November 7, 2011 and will end on June 30, 2012 ("Initial Contract Term") and is acknowledged by the parties to be less than a twelve (12) month period. Upon satisfactory performance of the Contractor of this Initial Contract Term, and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations by the Contractor for not more than four (4) additional twelve (12) month periods (each period is referred to as a "Subsequent Contract Term" following commencement of Phase III).

2. THE SECOND PARAGRAPH OF THE "CONTRACT AMOUNT" PARAGRAPH SHALL BE AMENDED AS FOLLOWS:

The County will pay the Contractor for the satisfactory completion of services of Phase II, Operational Work, an amount not to exceed $1,507,907 for the Initial Contract Term. The contract amount for the first subsequent contract term (Referred to as "Year 1" in Amended Exhibit C) is not affected by this amendment. Payment terms for the period defined in Amended Exhibit C, as "Year 1 Phased-In" will be divided according to operational periods: Transitional Startup Period, and ALF Ongoing Operational Period.

**Capitated Rate Payment Structure**

As of the start of the Initial Contract Term, the monthly cost per client in MMALR will be at a capitated rate of $3,108.00 which includes the following:

- **RENT**
  - Rent, Building Maintenance, Utilities, Bed, and Nightstand.
0 SERVICES

- Three Meals per Day, Snacks, Drinks;
- Contractor-Provided Nursing and Medical Care, and Activities, in accordance with the terms of the contract; and
- Assistance with Activities of Daily Living, also provided by the Contractor in accordance with the terms of the contract.

Due to the nature of the admissions process for MMALR established by the County, all MMALR clients will have some funding from outside sources and will fall into one of the following categories:

- Individuals who are eligible for the Virginia Auxiliary Grant Program (AG);
- Individuals who are eligible for the Housing Choice Voucher Program (HCV); or
- Individuals who have other third party sources of payment (third party).
- Each client will be responsible for their individual contributions toward rent or other aspects of housing costs which are required by any of the above programs (client contribution).
- Collectively, the above funding sources will be referred to as “outside sources” or “outside funding”.

Contractor is responsible for meeting all related requirements for accessing these funding sources and for collecting all current and retroactive payments from all outside payment sources that are available. County is not responsible for payment of any revenue that is due to Contractor from these sources, whether or not the Contractor succeeds in obtaining outside payments. In determining the County’s share of the client MMALR capitated client payment, the County will first independently determine what outside sources the client is eligible to receive and how much the client’s contribution to rent and services will be. The combination of funding will be calculated through the Arlington County Assisted Living Residences Financial Calculator and will be finalized based on actual income and asset checks prior to each client moving into MMALR. The total mix of outside sources will be reviewed for each client on an annual basis.

The County then will pay the difference between the full capitated rate and the combination of outside funding that is expected.

**Year 1 Payment Terms**

During the Transitional Startup Period, the Contractor shall be compensated as follows:

A. For all client rent and services according to the Capitated Rate Payment Structure explained above; and
B. For actual allowable expenses of approximately $57,200 per month, on a reimbursement basis, for the following services, subject to the County’s approval and appropriate supportive documentation, as determined by the County:
- Reviewing and approving all pre-screened applications in collaboration with the County Project Officer;
• Ensuring that MMALR facilities are operating as required under the Agreement as the facility moves from construction phase to occupied phase. Ensuring that all necessary staff are hired according to the scheduled phasing in of clients; and

• Transitioning 4-6 clients per week (as possible) into MMALR by assisting clients with moving requirements, getting rooms set up appropriately and ensuring that clients understand rules and responsibilities associated with living in MMALR.

The services identified in B, above, will may be billed to the County only for the period of November 7, 2011 – March 31, 2012 unless MMALR reaches 95% capacity (forty-nine (49) units occupied) prior to March 31, 2012. If MMALR reaches 95% capacity on a date prior to March 31, 2012, then services identified in B, above, will cease being reimbursed as of that date.

The ALF Ongoing Operations Period shall begin upon expiration of the Transitional Startup Period upon 95% capacity or 03/31/12, whichever comes first. Payment are contingent upon compliance of the terms of this contract. For the ALF Ongoing Operations Period and for all subsequent Contract Terms, Contractor compensation will be based solely on the Capitated Rate Payment Structure, defined above.

3. THE “INSURANCE REQUIREMENTS” COMMERCIAL GENERAL LIABILITY PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

Commercial General Liability - $3,000,000 per occurrence with $10,000,000 general aggregate covering all premises and operations, and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

4. THE “INSURANCE REQUIREMENTS” BUSINESS AUTOMOBILE LIABILITY PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

Business Automobile Liability - $1,000,000 combined single limit (owned, non-owned, and hired).

5. ADD THE FOLLOWING TO THE “INSURANCE REQUIREMENTS” PARAGRAPH:

Umbrella Liability - $5,000,000 combined single limit.

6. EXHIBIT A, “SCOPE OF SERVICES” IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:
Exhibit A
Scope of Services

I. General Project Description
The Contractor shall operate and manage the Mary Marshall Assisted Living Residence at 2000 S. Fifth Street, Arlington, VA in compliance with the Virginia Department of Social Services Standards for Licensed Assisted Living Facilities “ALF Standards” and Arlington County standards and requirements. The ALF standards can be found at http://www.dss.virginia.gov/facility/alf_regulations.cgi. (See Standards for Licenses Assisted Living Facilities (effective 08/2009)).

The Mary Marshall Assisted Living Residence provides comprehensive, person-centered assisted living services for up to 52 persons with mental and cognitive disabilities. The Contractor shall provide these services on a 24 hours/7 days per week basis and tailor them to meet the scheduled and unscheduled needs of the residents.

The Mary Marshall Assisted Living Residence “MMALR” shall be maintained to assure that it is fit for living, is safe and sanitary, and provides a comfortable and homey atmosphere. To ensure the safety of residents, staff, and volunteers, the Contractor shall develop and maintain comprehensive and operable safety and emergency protocols for the MMALR.

II. Contractor shall Cooperate with the County Project Officer and Case Managers

DHS shall designate a Project Officer to serve as the primary contact with the Contractor.

A. The Contractor understands and agrees that the Project Officer will conduct routine quality assurance and compliance reviews. The Contractor shall provide the Project Officer with necessary access to staff, files and reports necessary to complete the reviews.

B. The Contractor shall provide information to its staff via an orientation or on a consultation basis as needed, about services and programs available to the MMALR residents from DHS. The County Project Officer will work with the Contractor to assist with providing such program and service information to staff.

C. The Contractor understands and agrees that the Project Officer will conduct routine contract review meetings with the Contractor and such reviews may include but not be limited to the following.

1. Review of budget
2. Review of achievement of performance standards
3. Review of any proposed facility and/or program changes
4. Discussion of any issues raised by residents, the Department or Social Services Licensing Division, and/or the County Advisory Committee
5. Discussion of any contract or compliance issues
6. Any other issues deemed appropriate to ensure compliance with this agreement.

The Contractor agrees to supply the Project Officer with proper documentation and staff to conduct such reviews.

D. The Contractor understands and agrees that each resident of MMALR will have a case manager employed by DHS. The Contractor shall cooperate with each assigned DHS case manager in carrying out his/her duties which may include:

1. Participating in the development of the resident’s Individual Service Plan (ISP).
2. Participating in resident progress review meetings held by the Contractor.

III. General Operational Requirements of the Contractor

The Contractor shall provide assisted living services in a manner that meets the philosophy and goals as outlined in Exhibit B of this contract and the general requirements enumerated below. Nothing in the Contract shall be construed to limit the Contractor’s responsibility to manage the details or execution of the work performed.

A. The Contractor shall provide services 365 days a year, 24 hours per day.

B. The Contractor shall establish an internal 24-hour fire and medical emergency response system, subject to review and approval of the County Project Officer.

C. The Contractor shall establish eligibility criteria which at a minimum shall include:

1. Applicant is 55 years of age or older; and
2. Applicant needs assistance with 0 to 3 Activities of Daily Living (ADLs.); and
3. Applicant is continent or able to manage own incontinence needs with minimal assistance from staff; and
4. Applicant requires assistance with medications; and
5. Diagnosis of mental and/or cognitive disabilities.

D. The Contractor shall establish an admission preference for applicants who live in Arlington County and have a DHS Case Manager or DHS Therapist.

E. The Contractor shall submit a marketing plan for review by the County Project Officer prior to the opening of the residence. The purpose of the marketing plan is to identify Arlington residents who may not be known to DHS and who are qualified for admission to the residence.
F. The Contractor shall establish an Admissions Review Team that includes DHS staff and staff of the Contractor to review and approve applications for admission to the facility.

1. The Contractor shall select from referrals made by the County. The Contractor may also consider and select from 3rd party referrals and from individuals known to the Contractor through the marketing plan.

2. The Admissions Review Team shall meet as often as necessary, at the direction of the Project Officer to process all applications and identify and qualify 52 residents for the MMALR.

3. The Contractor shall thereafter maintain a pool of qualified applicants who shall be available when vacancies occur after initial occupancy.

G. The Contractor shall establish a Resident Retention Review Team, comprised of DHS staff and staff of the Contractor, which composition is subject to the approval of the Project Officer. This Team will monitor the health and well-being of residents on a routine basis. The Contractor shall establish a protocol and meeting schedule for the Resident Retention Review Team, which protocol will be subject to approval of the Project Officer.

H. The Contractor shall establish a Discharge Review Team, comprised of DHS staff and staff of the Contractor, which composition is subject to the approval of the Project Officer. This team will review and approve the plans of residents recommended for discharge or who wish to move out.

1. The Contractor shall submit Discharge criteria to the Project Officer for approval prior to opening of the residence.

2. The Contractor shall prepare documentation supporting the proposed discharge of a resident which must include, at a minimum, a final evaluation of the client’s progress toward goals in the resident’s service plans. The Contractor shall also prepare a plan developed with the resident and Case Manager regarding the resident’s plan for housing and continuing service needs outside of MMALR. This documentation shall be presented to the Discharge Review Team in a meeting called by the Contractor.

I. The Contractor shall give appropriate County personnel, as determined by the Project Officer, access to the residence, residents, records, materials, and all the data created as a result of this Agreement consistent with the established local, state and federal regulations and as may be needed by the County to monitor compliance with this Agreement.

J. The Contractor shall inform the Project Officer of any material changes in the operation of the facility that may affect the
physical safety and well-being of residents, including by way of example and not limitation, loss of heat, infestation of rodents or insects, flooding or loss of water, etc.

K. The contractor shall inform the Project Officer of any changes in funding received for operations.

L. The Contractor shall provide the Project Officer with a plan for the identification and evaluation, regular monitoring, and reduction or elimination of risks, which may contribute to an unsafe environment. This plan is subject to the approval of the Project Officer.

M. The Contractor shall use a person-centered planning approach to providing assisted living services. The Contractor shall encourage all residents to participate in their planning meetings and provide feedback to service providers which the Contractor shall seriously consider.

The Contractor shall utilize an Individual Service Plan (ISP) that is approved by the Project Officer. The Contractor shall include a detailed health care component in the ISP that includes that promotes the highest level of health and nutrition, enumerates a medication management plan, assists with aging in place as necessary, increases and maintains an individual’s independence, and promotes integration into the MMALR community and the broader Arlington community.

1. The Contractor shall ensure that all residents have an ISP in place prior to moving in to the residence. The ISP shall be updated at least quarterly thereafter. The Contractor shall provide the initial ISP and quarterly reports to the resident, the Case Manager, and the Project Manager within 10 days of development of the report.

2. The Contractor shall notify the Project Officer and the DHS Case Manager within 24 hours of any new conditions placed in an ISP to respond to previously unidentified concerns.

3. The Contractor shall ensure that the Case Manager is fully informed of the ISP in order for the Case Manager to coordinate service providers.

4. The Contractor shall participate in an annual planning meeting to include all service providers working with the resident as arranged by the DHS case manager.

N. If a resident must leave MMALR for therapeutic reasons (e.g. to go to a hospital or rehabilitation facility), for longer than fourteen (14) days, a care coordination meeting between clinical Contractor staff and Arlington County Case Manager must be held no later than the 14th day of absence to determine if the resident will be able to return to MMALR within a combined cumulative total of thirty (30) days. The definition of an occupancy day is included in Paragraph P.
If it is determined that the resident will be unable to return to MMALR by the end of thirty (30) consecutive days, then the County reserves the right to revoke all associated funding after the 30th day is exhausted. The County Project Officer will be responsible for making this determination and will work in coordination with the Contractor. At that time, the Contractor will notify the County and the resident (and those legally authorized to make decisions on the resident’s behalf) that associated funding is to be terminated. At that time, the County under the terms of this contract will cease having financial responsibility associated with that resident. If a client receiving any outside support (Auxiliary Grant, Housing Choice Voucher, and/or identified third party sources of support) leaves the facility for any reason (including for a short stay at a hospital) it is Contractor’s responsibility to determine how long the client’s outside funding will last.

If the resident intends to return to MMALR and has medical clearance to do so after the bed hold period is exhausted, then the resident (or other responsible financial party) has the option to continue to pay the full pro-rated, capitated cost on behalf of the individual until that individual returns to MMALR. If the resident then returns after this period, the resident then may re-apply for all applicable funding sources. If approved, then all applicable funding sources will be reinstated for the resident at the first of the following month. No retroactive payments for costs incurred during the bed hold will be charged to the County.

If the resident is not going to return to MMALR after the 30th day after notice is given by the Contractor, then Contractor will initiate the Vacancies protocol for the vacant room. County financial liability will not resume until the room is occupied by a new resident.

O. Residents are encouraged to take personal non-therapeutic leave as directed by their care plans.

If a resident has more than fifteen (15) days in a calendar year (starting from the date of admission to MMALR) wherein their bed is held while they are absent from MMALR for non-therapeutic leave (e.g. on vacation or staying with family), apart from leave that is included in the resident’s care plan, then the County reserves the right to revoke all associated funding after the 15th day is exhausted. The definition of an occupancy day is included in Paragraph P.

After the 15th day, the Contractor will notify the County and the resident (and those legally authorized to make decisions on the resident’s behalf) that associated funding is to be terminated. At that time, the County under the terms of this contract will reserve the right to cease having financial responsibility associated with that resident.
If the resident intends to return to MMALR after the bed hold period is exhausted, then the resident (or other responsible financial party) has the option to continue to pay the full pro-rated, capitlated cost on behalf of the individual until that individual returns to MMALR. If the resident then returns after this period, the resident then may re-apply for all applicable funding sources. If approved, then all applicable funding sources will be reinstated for the resident at the first of the following month. No retroactive payments for costs incurred during the bed hold will be charged to the County.

If the resident is not going to return to MMALR after the 15th day after notice is given by the Contractor, then Contractor will initiate the Vacancies protocol for the vacant room. County financial liability will not resume until the room is occupied by a new resident.

P. For purposes of determining the MMALR census and the length of time a person is absent from MMALR for therapeutic or non-therapeutic leave, a person is counted as being present if they are in the building when a formal count is taken by Contractor staff at or about 1:00 A.M. each night.

Q. Contractor will fill all facility vacancies using a list of potential clients provided by the County Project Officer, according to Paragraph F of Exhibit A. The County will have five (5) business days to provide a list of approved, eligible clients to Contractor once Contractor has alerted the County to a vacancy. The Contractor will have five (5) business days to identify an appropriate client from the list provided by the County Project Officer and admit the client. The Contractor will not be held responsible for other considerations that must be made when a client must give notice, etc. to an existing landlord. The County’s Project Officer and Contractor will negotiate when client-related funding for a new resident will begin (a period not to exceed thirty (30) days.

IV. Program and Services: Operations and Standards
The Contractor shall provide the residents of MMALR, individuals with multiple disabilities, with a combination of housing, supportive services, personalized assistance, and mental health and health care designed to respond to the individual needs of those who require assistance with activities of daily living “ADL” and Instrumental Activities of Daily Living “IADL”.

A. Direct Care Services:
The Contractor shall implement Direct Care Services policies that meet all applicable standards of the VA ALF Standards. The Contractor shall implement these or the following requirements and standards:

1. The Contractor shall maintain a minimum average of 1:6.5 direct care staff to resident ratio during day and evening hours and 1:17 overnight. For purposes of calculating the
ratio, direct care staff includes Home Health Aides, Mental Health Technicians, and Nurses.

2. The Contractor shall provide the following Direct Care Services program components:

a. Medical advocacy with residents' doctors and medical care practitioners that ensures access and linkage to podiatry, dental care, rehabilitation therapies, hospice services, and other care as needed.

b. A nursing care delivery system that provides in-house primary health care and includes diagnostic and treatment services, screening for disease risk factors and early signs of illness.

c. Operation of a Wellness Center that shall include at a minimum: nurse's office, storage and distribution of medications, provision of health screenings, and development of health promotion, education, and exercise programs.

d. Coordination with DHS and/or private providers of mental health, behavioral and psychiatric services to MMALR residents.

e. Coordination with DHS and/or private providers of case management and mental health services.

f. Provision of skilled nursing and coordination of occupational and physical therapy as part of the residents' individual service plans.

g. Management of medical and/or mental health emergency situations.

B. Medication Management:
The Contractor shall implement medication management policies and procedures that comply with all applicable VA ALF Standards. The Contractor shall implement the following additional requirements and standards:

1. Contractor shall implement a medication management program that ensures that residents' medications are in a locked cart or cabinet in the Nursing/Wellness Center Office, except when a resident's UA1 assessment indicates the resident is capable of self-administration, in which case those medications may be kept safely secured in the apartment. Insulin will be kept in a lock box in a refrigerator in the Nursing/Wellness Center Office.

a. Medications such as controlled narcotic drugs, psychotropic medications, and dangerous drugs such as Coumadin, shall be kept under double lock and key per state regulations.
b. Nursing staff shall be responsible for performing ongoing and routine checks and reviews of medications per the plan in the residents' care plan in the ISP and every six months as required by VA ALF Standards.

c. The Contractor shall employ a pharmacist to review each resident's medication plans on a quarterly basis and identify any concerns or contraindications which shall then be made known to the residents and physicians.

d. The Contractor shall develop individual plans for administration of insulin for residents who require insulin.

e. The Contractor shall develop a schedule to assist any residents who administer their own insulin injections with pre-drawn syringes distributed by a licensed nurse. If a licensed nurse is not on duty, a Home Health Aide/Med Tech may distribute the insulin.

C. Social and Recreational:
The Contractor shall implement a social and recreational program that complies with the VA ALF Standards and provides a minimum of two (2) activities per day and three (3) activities outside the facility per week. The Contractor shall implement the following additional requirements and standards:

1. The social and recreational program shall be directed by the Therapeutic Recreation Coordinator who shall have a 4-year bachelor's degree in recreation and therapeutic leisure activities. This staff person shall also direct the volunteer program.

2. The Therapeutic Recreation Coordinator shall train the MH Team Leaders and Home Health Aides and volunteers to provide and assist with social and recreational programs.

3. The Contractor shall encourage residents to continue engagement in work and community programs.

4. The Contractor shall assess the recreation and leisure needs of residents upon admission and on an on-going regular basis to ensure that their interests are reflected in program planning.

5. Planned activities developed by the Contractor shall be designed to incorporate cognitive stimulation, life skills, physical movement and fitness, sensory stimulation, and socialization skills.

6. Contractor's staff shall engage residents, on an ongoing, who decline to participate in planned activities to encourage them to take advantage of program activities.
7. The program calendar developed by the Contractor shall include purposeful, interesting and challenging activities suitable to the population including but not limited to: a variety of exercise programs, cultural activities; special interest outings (e.g. sports events, fishing, shopping, intergenerational programs, small motor activities and crafts, quiet games and small group discussions); food-centered activities; music-centered activities (e.g. local concerts and plays, musical performance, music lessons); horticulture and plant care; and residence-wide parties for all occasions.

8. The Contractor shall provide residents with access to spiritual and religious programs in the MMALR and in the community.

9. The Contractor shall develop a transportation plan to ensure that residents have access to the programs and activities in the community in which they wish to participate.

10. **Volunteer Program:** The Contractor shall develop a Volunteer Program, which shall be operated and organized in compliance with applicable VA ALF Standards. The Volunteer Program shall include: volunteers from amongst the residents who wish to provide services in the MMALR and in the greater Arlington community, and community volunteers who are interested in providing services to MMALR. The volunteer program shall operate in cooperation with the Arlington County Volunteer Office.

**D. Dining and Snacks:**
The Contractor shall provide dining and snacks services that are in compliance with all applicable VA ALF Standards. The Contractor shall provide three meals and two snacks per day that conform to the USDA health food pyramid guidelines. All meals shall be prepared in the full-sized commercial kitchen on the terrace level of the MMALR. The Contractor shall provide a nutritious snack and concession bar that is resident-centered and directed. The Contractor shall implement the following additional requirements and standards:

1. A resident food committee shall be formed to include residents and be staffed by the cook and a Mental Health Team Leader. This committee shall help design menus and provide feedback on the current offerings. From time to time, a food survey shall be administered to receive feedback from all residents.

2. To promote socialization, The Contractor will instruct and encourage MMALR staff to dine with residents, role modeling and engaging people in conversation.

3. The Contractor will develop a method to encourage family and friends to dine with residents.
4. The Contractor shall schedule meal times to provide residents sufficient flexibility to dine on their own schedules and to accommodate a variety of activities both on or off premises:

a. A system shall be put in place to accommodate residents who cannot or choose not to eat at the scheduled meal hours.

b. Residents shall have the opportunity, with food choice available, to prepare a lunch bag meal during the morning hours to take with them to activities and other obligations outside of the residence.

5. The Contractor will require the cook to partner with the RN to ensure that meals incorporate the special diet requirements prescribed by doctors for residents with medical issues, such as diabetes, kidney problems, high blood pressure, chronic heart disease and other health issues. In accordance with VA ALF Standards, a dietician shall periodically evaluate MMALR to ensure that menus incorporate special diet requirements ordered by residents’ Physicians.

6. The Contractor shall require direct care staff to work with residents on special diets to assist them in making healthy food choices.

7. The Contractor shall develop a menu that highlights healthy food choices.

8. The Contractor shall ensure that the menu and food options are subject to continuous review and modifications as evaluated by the Project Officer, the dietician, and the residents.

E. Residential Services:
The Contractor shall provide residential services to include custodial, housekeeping, and laundry services. The provision of these services shall comply with all applicable VA Licensing ALF Standards. The maintenance of a clean and healthy environment is paramount. The Contractor shall implement the following additional requirements and standards:

1. Homemaker staff shall be responsible for daily cleaning and routine heavy cleaning of common areas. Cleaning schedules shall be prepared and enforced by the Contractor’s administrative staff. Apartment care needs shall be addressed in individual service plans. Residents will be supported to do their own cleaning as they are able. Cleaning assistance will be provided to residents who are unable to do their own cleaning.

2. The Contractor shall solicit proposals from vocational service organizations to provide some or all of the
cleaning and janitorial work in the common areas and/or laundering of dining and bed linens.

3. Overnight, awake Home Health Aide staff may perform some housekeeping and laundry services while on duty provided such tasks do not distract from required monitoring of residents.

4. Because residents should be encouraged to keep their rooms clean and tidy, Contractor staff shall provide such encouragement and support to residents who need assistance in this area.

5. The personal laundry equipment on the 2nd floor shall be available for use by residents. Residents’ family and friends should be encouraged to assist residents in this task. The Contractor’s staff will provide encouragement and assistance.

6. The Administrator, with input from the Resident Council, shall establish standards for the cleanliness of the building with which the Contractor and residents shall comply.

7. The Contractor is responsible for maintaining the cleanliness of the building through routine inspections and quality assurance reviews. The Contractor shall make these reviews and inspections available to the Project Officer upon request.

F. Building Maintenance Services:
The Contractor shall provide building services that include routine and preventive maintenance and grounds maintenance and are in compliance with all applicable provisions in the VA ALF Standards. The Contractor shall be responsible for maintaining the building’s systems, components, and equipment in optimal operating condition. The Contractor shall be responsible for the following additional standards and requirements:

1. The Contractor shall develop comprehensive routine, planned and scheduled maintenance programs for the building and grounds. The programs shall include but are not limited to routine inspections to identify maintenance issues that might not get reported by residents or staff, and identify all preventive work that can be scheduled routinely to preclude costly breakdowns.

2. The Contractor shall maintain a work order system that tracks the time and cost to complete maintenance work.

3. The Contractor shall ensure that the grounds of MMALR are clean and clear of debris and litter and the landscaping plan approved County Project Officer is maintained.
4. The Administrator shall routinely assess the quality of the maintenance work and implement program changes as needed.

G. Physical Safety and Security:
The Contractor shall be responsible for maintaining the physical safety and security of residents, staff, and visitors and the facility itself. The Contractor shall comply with all applicable sections of the VA ALF Standards.

1. The Contractor shall maintain protocol to handle medical and mental health emergencies of all types. The protocol shall include, at a minimum, the following steps:

   a. Initial assessment of immediacy and severity of the emergency;

   b. Notification and cooperation with appropriate County agencies, including DHS, Office of Emergency Management, Fire Department, and Police Department;

   c. Establishment of relationship with DHS Behavioral Healthcare Division Emergency Staff for assistance with psychiatric emergencies;

   d. Liaison with local hospital emergency rooms to facilitate admission of MMALR residents.

2. The Contractor shall maintain a plan for sheltering residents in place in the event of power outages or other emergencies.

3. The Contractor shall employ or sub-contract with a reputable company to provide a security system for the building and grounds.

H. Administrative and Financial:
The Contractor shall be responsible for providing all necessary administrative and financial services required to operate the MMALR. The Contractor shall provide these services in compliance with all applicable sections of the VA ALF Regulation and Standards. The Contractor shall apply for, obtain, and maintain a license from the VA Department of Social Services to operate the MMALR. For this Agreement, Administration and Financial Services also includes financial reporting, budget preparation and control, procurement, insurance, resident billing and accounts payable, financial audit, records management systems, and automated information system.

1. The Contractor shall provide accounting and financial reporting, human resource, payroll, benefits, and billing through its National Service office. The Contractor shall provide technical support for other administrative functions including records management, budget preparation, automated information systems, and procurement.
I. Resident Accommodations:
The Contractor shall comply with VA ALF Standards that address resident accommodations including personal possessions, resident rooms, living room, dining areas, transportation, mail, telephones, smoking, resident councils, pets living or visiting the facility.

J. Transportation Plan:
The Contractor shall develop and implement a transportation plan that assists residents in making arrangements for transportation to work and community events and programs and utilizes County transportation programs available to seniors and persons with disabilities. The plan shall be inclusive of requirements under the County Site Plan to encourage employees to utilize public transportation. A van purchased by the Contractor shall operate within budget and be utilized primarily for group activities and when public accommodations cannot be otherwise arranged.

K. Program Support and Supervision:
The Contractor shall provide program support and supervision through its National Healthcare and Program Development Divisions and Consultants for a minimum of three years as follows:

1. The Volunteers of America Vice President of Aging Services (Angela King or her successor in this position) shall be responsible for the operational start-up of the program including hiring and selection of the Administrator. The Volunteers of America Vice President of Aging Services shall supervise the Administrator for three years and provide programmatic training and monitoring of all staff. Any successor to Ms. King must have broad clinical experience establishing similar assisted living facilities and expertise in supportive housing programs for individuals with disabilities.

2. The Volunteers of America Senior Vice President of Health Operations (Wayne Olson or his successor in this position) shall be responsible for ensuring that financial management, human resources, and information support systems are in place at the MMALR and that the interface with National Office functions effectively coordinated. Any successor to Mr. Olson must have a depth of experience in managing and administration of assisted living facilities, such experience to include financial and business decision making for such facilities.

3. Start-up and on-going internal audits shall be performed by the National Services Office.

V. Personnel
The Contractor shall implement personnel policies and procedures that comply with all applicable ALF Standards. The Contractor shall employ an adequate number of qualified staff to provide all services under this Contract. At a minimum, the Contractor shall employ those staff referenced in Exhibit D. The Contractor shall provide the Project
Manager with job descriptions of all staff during the Pre-opening period. The Contractor shall also comply with the following requirements and standards:

A. The Contractor shall create a hiring committee for the Administrator that includes at least one DHS staff and one citizen member as part of the selection process.

1. The Administrator shall have ultimate responsibility and authority for the selection of staff and for the day-to-day operations of the MVALR. The Contractor, through a Registered Nurse with psychiatric or geriatric experience, shall develop and implement the health care component of the ISP for all residents of the MVALR.

2. The Administrator and the Registered Nurse shall meet, at a minimum, all qualifications and training requirements in the VA ALF Standards.

B. The Contractor shall implement and operate a personnel system that includes at a minimum the following:

1. Written personnel policies and procedures which address: benefits, classification and compensation, discipline (standards of conduct), employee performance evaluation, continuing education requirements, initial orientation and in-service training, equal employment opportunity, grievance process, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, and travel and on-the-job expenses.

2. Written job descriptions with explicit responsibilities and qualification statement for all positions, and a system for documentation of employees’ work related education and training.

3. The Contractor shall employ sufficient staff who are bilingual (English/Spanish) to ensure that bilingual staff are available to residents on a daily basis.

4. The Contractor shall ensure that all staff are fully versed in their job duties and responsibilities and maintain the credentials of the certifications they hold. Individuals hired as Home Health Aides shall hold Nursing Assistant Certification and Medication Technician Certification in Virginia.

5. All hiring shall be conducted in compliance with local, state, and federal equal employment opportunity regulations.

C. The Contractor shall implement "best" practice employee retention programs with support from its human resources consultant division.
1. The Contractor shall provide an in-service training program that exceeds the minimum requirements of Part II of the ALF Standards. This training shall be mandatory for all service staff and shall include but not be limited to a) philosophy of person-centered care and aging in place; b) multiple disabilities, dementia, and the aging process; c) addictions, addictive substances, and emotional make-up of persons with substance abuse history; d) behavior management and monitoring for symptoms; e) cultural diversity and sensitivity; f) cross training in different functions such as dining assistance and leisure programming; g) teamwork and customer service; h) psychoactive drugs, side-effects, and a general overview of their use.

D. This agreement is not subject to the Service Contract Wage requirement.

VI. Pre-Opening Task List and Budget
The Contractor shall submit a detailed Pre-opening task list and timeline the day Pre-opening work begins. The Contractor shall employ the Administrator and the other necessary professional staff within three months of notification to begin work by the County Project Officer. The Contractor shall employ other key staff within the pre-opening period prior to the occupancy of the building in order to be trained and prepared to move the first residents into the building. The Contractor shall operate the Pre-opening activities within the pre-opening budget attached to this Contract in Exhibit C. During the Pre-opening period, the Contractor shall complete all operating policies and procedures for review by the County Project Officer. The Contractor shall be reimbursed for Pre-opening costs on a monthly basis and will submit requests in a spreadsheet format approved by the Project Officer.

VII. Payment Terms

A. When clients enter MMALR on a day other than the first of the month, or if a client permanently leaves MMALR on a day other than the end of the month, Contractor will receive a prorated payment from the County for that month. The prorated amount will be the calculated County subsidy (total cost less expected client payment and expected outside revenue) multiplied by the remaining days in the month divided by the total number of days in the month.

B. The Contractor is responsible for submitting an invoice for payment in the agreed-upon format (see Exhibit E, as attached) by the 17th of the month following the month for which the Contractor is invoicing.

All invoices will be accompanied by agreed-upon schedules showing all monthly actual, allowable operating expenses for the project. All reimbursement or payment requests are subject to approval by the County Project Officer, validating the
expenses as allocable to the contract along with sufficient supporting documentation.

The monthly invoice package must include the following:

1. Invoice cover page on VOA letterhead detailing the requested reimbursement amount for the month of service being invoiced. Cover page must also indicate that each of the required items for the invoice package is included.

2. The MMALR Monthly Client Invoice Detail (Exhibit E as attached) must be completed and included.

3. Detail of actual, allowable expenses for the service month being invoiced.

4. Monthly Client/Facility Activity Report with information on the following items (format to be determined with Project Officer):
   a) Monthly Admissions
   b) Monthly Denials (with Reasons)
   c) Monthly Discharges (with Reasons)
   d) Monthly Hospitalizations (with Reasons)
   e) Staffing Updates (Hiring, Separations, Training, Etc.)
   f) Incidents (All reportable incidents)
   g) Facility Concerns and Issues

D. Should the County, via its Project Officer, disapprove any payment request or portion thereof, the Project Officer will afford the Contractor the opportunity to clarify or change the payment request. Should the County, via its Project Officer, approve the payment request, the County will provide payment of the appropriate amount to the Contractor within thirty (30) days of the date that the County approves the payment request. Once approved, there will be no corrections of earlier invoices and all payments made will be final.

E. The Contractor shall make all reasonable efforts to raise funds, maximize the number of private pay residents, and reduce operating costs.

VIII. Additional Provisions
The Contractor shall comply with additional provisions as follows:

A. The Contractor shall establish a system to collect data that provides information on the performance measures established by the Project Officer. The Contractor shall provide quarterly reports summarizing performance and shall comply with the report due dates established by the Project Officer.

B. The Contractor shall establish a community advisory council, as required by the County approved Site Plan, of not fewer than seven members including two members of the Arlington Commission on Long Term Care Residences. This condition and any other special conditions are subject to the Zoning
Administrator. The composition of the Council shall be submitted to the Project Officer.

C. The Contractor shall comply with all DHS requests for information. The Contractor shall review the ResiDex system it is proposing to use with the County Project Officer and DHS Director of Automated Systems. The Contractor and County Project Officer shall prepare a report schedule during the pre-opening period.

D. The Contractor shall maintain client service records for a minimum of five (5) years after the expiration of this Agreement unless the County takes possession of all records prior to that date.

The Contractor shall maintain a Virginia Department of Social Services Assisted Living License. The Contractor shall inform the Project Officer of any scheduled visits of the Licensing Office and of any citations received after an inspection of the MMALR or reports of violations by residents or families.
7. EXHIBIT C, "PRE-OPENING, YEAR 1 BUDGET OCCUPANCY BUDGET"¹, COLUMN 3, "YEAR 1 PHASED IN" IS HEREBY AMENDED AS FOLLOWS:

YEAR 1 Phased-In

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<tr>
<th>Units Leased</th>
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**OUTSIDE FUNDING ESTIMATES**

Private Pay (Assume $992/client/month - 12 Clients) $15,624 $35,712
HCV Subsidy (Assume $680/client/month - 12 Clients) $10,710 $24,480
Auxiliary Grant (Assume $1,279/client/month through 12/31; then $1,303 - 30 Clients) $108,772
Other Sources of Revenue (Assume $4,910/client/month - 2 clients) $9,820 $29,460

**TOTAL OUTSIDE FUNDING**

$144,926 $238,194

**EXPENSES**

Rent ($950/Sec 8 Client/Month)
Residential Services (9%) $1,347 $3,078
Building Maintenance (82%) $12,270 $20,044
Cost of Ownership (9%) $1,347 $3,078

ALF Services ($4,158/Sec 8 Client/Month)
Meals & Dietary (11%) $7,204 $16,466
Nursing/Mental Health (35%) $22,921 $52,391
Activities (4%) $2,620 $5,988
Social Services (7%) $4,584 $10,478
Admin Expenses (43%) $28,160 $64,366

Rent ($929/Non Sec 8 Client/Month)
Residential Services (9%) $7,170 $10,033
Building Maintenance (82%) $65,328 $91,414
Cost of Ownership (9%) $7,170 $10,033

ALF Services ($4,179/Non Sec 8 Client/Month)
Meals & Dietary (11%) $68,034 $55,163
Nursing/Mental Health (35%) $216,472 $175,518
Activities (4%) $24,740 $20,059
Social Services (7%) $43,294 $35,104
Admin Expenses (43%) $265,952 $215,636

Startup Services $286,000 N/A
Application Review

¹This exhibit is an estimate only and does not reflect actual payment commitments by the County. The purpose of including it in this agreement is to communicate projects for budgeting purposes only.
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# Projected Phase-In Schedule

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Agreement No. 27-08  
New Reference No. 619-12  
Amendment No. 1
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Agreement No. 27-08
New Reference No. 619-12
Amendment No. 1
8. EXHIBIT E BELOW, "MARY MARSHALL ASSISTED LIVING RESIDENCES MONTHLY CLIENT INVOICE DETAIL" IS HEREBY ADDED TO THE CONTRACT DOCUMENTS:

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**TOTAL ARLINGTON COUNTY SUBSIDY**

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Monthly Actual Expenses Included with Invoice Submission?

________________________________________

Signature of Person Preparing Invoice Submission

Date

Agreement No. 27-08
New Reference No. 619-12
Amendment No. 1
All terms and conditions of the Main Agreement not affected by this amendment shall remain in full force and effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (COUNTY)

AUTHORIZED SIGNATURE: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 3/8/12

[Signature]
EIN:

[Signature]
AUTHORIZED SIGNATURE:
PRINT NAME: MIKE KING
AND TITLE: PRESIDENT
DATE: 2/29/12