NOTICE OF AMENDMENT OF CONTRACT

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

DATE ISSUED: March 10, 2015

CONTRACT NO: 619-12

CONTRACT TITLE: ASSISTED LIVING SERVICES - MMALR 27-08

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.

This is your notice that the above referenced contract has been amended.

The contract documents consist of the terms and conditions of Agreement No. 27-08/619-12, including any exhibits, attachments or amendments thereto.

ATTACHMENTS:
AMENDMENT NO. 4 TO CONTRACT 619-12

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: AMKing@voa.org

TELEPHONE NO.: 703-341-5000

COUNTY CONTACT: Aaron Kocian

TELEPHONE NO.: 703-228-1713

CONTRACT AUTHORIZATION

Guinevere Bruner, CPPB
Procurement Officer

Date: 3/10/15

DISTRIBUTION

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 27-08
AMENDMENT NUMBER 4
NEW REFERENCE NUMBER 619-12

This Amendment Number 4 ("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") and Amendment No. 1 dated March 8, 2012, Amendment No. 2 dated June 29, 2012, and Amendment No. 3 dated July 3, 2013, made between Arlington 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 Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for under Amendment No. 1, Exhibit A (Scope of Services), 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 No. 4, amend Amendment Nos. 1, 2, 3, and the Main Agreement as follows:

1. THE FOLLOWING SHALL BE ADDED TO PARAGRAPH VII.B. "PAYMENT TERMS" OF AMENDED EXHIBIT A, "SCOPE OF SERVICES":

5. Client payment detail, including actual payments from clients to VOA, outstanding payments from clients owed to VOA, and client payment plans, will be provided by VOA on a monthly basis to the Aging and Disability Services Division Chief in DHS or designee.

6. A monthly invoice will be sent to the Executive Director VOA/Mary Marshall Assisted Living Facility by DHS staff on the 2nd of each month or on the first work day following the 2nd day of the month.

2. THE FOLLOWING SHALL BE ADDED TO PARAGRAPH VIII. "ADDITIONAL PROVISIONS" OF AMENDED EXHIBIT A, "SCOPE OF SERVICES":

E. Incident reports will be completed by the appropriate Mary Marshall staff and manager and then faxed to the Aging and Disability Services Special Assistant to the Division Chief within one (1) business day after the incident took place. If an incident occurred on Friday, it will be faxed to DHS by or on Monday. Urgent matters, meaning situations that threaten the life, health, safety or welfare of a resident including hospitalizations and calling emergency services, will be communicated immediately to the individual's case manager and the Aging and Disability Services Special Assistant to the Division Chief via phone or email with an incident report to follow within one business day of the incident.

F. To ensure the security of residents' possessions, Mary Marshall staff will fill out a personal possessions log for each client at the time of admission and annually thereafter. A sample personal possessions log is attached to this amendment but VOA may request to use a different form if it captures all of the information identified on the sample form; any alternate form must be approved by the Aging and Disability Services Division Chief or designee. A copy of the current log of each current client will be submitted to the Special Assistant to the Division Chief annually on July 1.

3. PARAGRAPH VIII A 1-3 of Amendment No. 3 SHALL BE REMOVED AND REPLACED 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.

Additional performance measures will be monitored for possible one-time annual performance bonus of up to $25,000.00 for the Contractor if the Contractor scores a perfect 10 points for meeting all performance measures below. For each point below 10 points, 10% of the total possible performance bonus will be deducted.

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1. Licensure: 3 points will be awarded for a 3 year license; 1 point will be awarded for a 2 year license; no points will be awarded for a 1 year license. (3 points)

2. Key staff positions: The key staff positions are executive director, director of nursing and director of residential services. Points will be awarded as a percentage of days with key staff positions filled with permanent hires when the percentage is equal to or above 95%. No points will be awarded if the fill rate is below 95%. The percent will be calculated as follows: The total number of possible days filled is 1,095 (365 days times 3 positions). The number of days any of the identified positions is vacant or not filled by a permanent hire is deducted from the possible 1,095 days to determine how many days the three positions were filled. (2 points)

3. Client access to the community: Points are awarded as a percent of the months when 90% or more of the clients engage in the community 3 or more times a month. (For example if 90% of the clients engage in the community 3 or more times in a month in 6 of the 12 months of the contract period, 1 point will be awarded). Engagement in the community is defined as residents being fully engaged and active in community life by accessing or participating in recreational, social, physical, or faith-based activities. (2 points)

4. Longevity of stay: On the last day of the contract period, the average length of stay of participants living in the facility matches or exceeds 2.9 years. For the purpose of this calculation the newest admission and the earliest admission will be excluded; vacant beds will be included in the average. Pro-rated points will not be awarded. (2 points)

5. Mental health training: Provide documentation that all staff receive an orientation to mental health services within the first 30 days of employment. Pro-rated points will not be awarded. (1 point)

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: 3/10/15

ARLINGTON VOLUNTEERS OF AMERICA ALR OPERATING INC

AUTHORIZED SIGNATURE: [Signature]
PRINT NAME: Angela King
AND TITLE: SVP of Aging Services
DATE: 8-1-15

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