

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 23-DHS-EP-161  
AMENDMENT NUMBER 1**

This Amendment Number 1 (“Amendment”) is made on 7/5/2023 and amends Agreement Number 23-DHS-EP-161 dated July 1, 2022 (“Main Agreement”) and made between Culpepper Garden III, Assisted Living, 4435 N. Pershing Drive, Arlington, Virginia 22203 (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to Clause 4. Contract Term, this agreement is hereby renewed for its second 12-month period, from July 1, 2023 to June 30, 2024 with three (3) additional 12-month periods remaining.

2. **Reference Contract Documents:** The following documents are hereby deleted in its entirety.  
**REMOVE:**

**Exhibit D – Contractor COVID-19 Vaccination Certification**

**Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification**

3. **5. Contract Amount** is hereby replaced in its entirety to increase the funding for FY23 by \$8,000 and add FY24 funds as follows:

**5. CONTRACT AMOUNT**

This is a fixed-price contract. The Contractor agrees that the total payment for the Work [in Fiscal Year 23 \(July 1, 2022 through June 30, 2023\)](#) will not exceed **\$746,200.00**, regardless of the number of hours spent in the performance of the Work. [The total Contract Amount for Fiscal Year 2024 \(July 1, 2023 through June 30, 2024\)](#) will not exceed **\$907,660.00**, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

4. **17. COVID-19 Vaccination Policy For Contractors** is hereby removed in its entirety.

5. **EXHIBIT B, CONTRACT PRICING** is replaced in its entirety with the attached [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

DocuSigned by:  
SIGNED: Jameka D. Price  
595705F04D00473  
PRINT NAME: Jameka D. Price  
TITLE: Procurement Officer  
DATE: 7/5/2023

CULPEPPER GARDEN III ASSISTED LIVING

DocuSigned by:  
SIGNED: Denise White  
C69E86B594A14AD...  
PRINT NAME: DENISE WHITE  
TITLE: MANAGEMENT AGENT  
DATE: 7/3/2023

**REVISED EXHIBIT B**

**CONTRACT PRICING – FY 2024**

The County agrees to pay to the Contractor a not to exceed annual amount of **\$746,200** for Fiscal Year 23.

The County agrees to pay to the Contractor a not to exceed annual amount of **\$907,600** for Fiscal Year 24, of which:

**The County will pay the Contractor \$852,660** will be distributed in twelve (12) monthly payments of **\$71,055** for basic assisted living care of residents.

The County will pay an **annual amount of \$55,000** for the purpose of partially subsidizing the meal program for Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The monthly amount invoiced may vary based on the total number of meals each resident records each month. The annual amount may be adjusted based on the residents enrolled in the subsidy program. The subsidy will equal 50% of the monthly cost for residents who are SSI and, if funds are available, 25% of the monthly cost for those eligible residents who are between SSI and Poverty Level. For each resident served by these subsidies the Contractor will submit a completed UAI (Uniform Assessment Instrument) and a Nutrition Screen when the service begins. These documents must be updated and submitted annually. The Contractor must submit a monthly invoice for the number of meals provided including data regarding number of persons served and number of meals served to the residents of Culpepper Garden I and Culpepper Garden II with this subsidy.