

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	JULY 1, 2010
CULPEPPER GARDEN III	CURRENT REFERENCE NO:	306-10
ASSISTED LIVING	CONTRACT TITLE:	ASSISTED LIVING PROGRAM
4435 N. PERSHING DR.	PRIOR REFERENCE NO:	304-09
ARLINGTON, VA 22203		

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 IMMEDIATELY and expires on JUNE 30, 2011.

The contract documents consist of the terms and conditions of Agreement No. 359-01, including any exhibits, attachments or amendments thereto, incorporated herein by reference.

CONTRACT PRICING:

REFER TO AMENDMENT NO. 10 OF AGREEMENT NO. 359-01.

ATTACHMENT:

AMENDMENT NO. 10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT:	STEPHEN L. HOLMES	VENDOR TEL. NO.:	703-528-0162
TAX IDENTIFICATION NUMBER (EIN/SSN):	23-7125063	VENDOR FAX. NO.:	
EMAIL ADDRESS:	sholmes@culpeppergarden.org		
VENDOR PAYMENT TERMS:	NET 30 DAYS		
COUNTY CONTACT:	CAROLYN FERGUSON	COUNTY TEL. NO.:	703-228-1731

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ
PROCUREMENT OFFICER

7/1/10
DATE

VENDOR:	1
BID FOLDER:	1
AGENCY:	1

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 10

REFERENCE NUMBER 306-10

This Amendment Number 10 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 9 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the tenth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from JULY 1, 2010 through JUNE 30, 2011.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$396,265 for the Culpepper Garden III Assisted Living services, and no more than \$50,000 (subject to state or local funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:



SIGNED
BY:



PRINT NAME RICHARD D. WARREN, JR.

PRINT NAME

Doug Williams

AND TITLE: *for* PURCHASING AGENT

AND TITLE: *Chair of Board*

DATE:

7/1/10

DATE:

6/29/10

AGREEMENT 306-10
AMENDMENT NO.10

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$396,265 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

AGREEMENT 306-10

AMENDMENT NO.10

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$50,000 (subject to state or local funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2011. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 9.

REFERENCE NUMBER 304-09

This Amendment Number 9 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 8 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the ninth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2009 through June 30, 2010.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$384,326 for the Culpepper Garden III Assisted Living services, and no more than \$50,000 (subject to state or local funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

7/6/09

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME

Doug Williams

AND TITLE:

DATE:

6-25-09

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$384,326 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$50,000 (subject to state or local funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2010. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 8.

REFERENCE NUMBER 241-08

This Amendment Number 8 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 7 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the sixth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2008 through June 30, 2009.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$384,282 for the Culpepper Garden III Assisted Living services, and no more than \$50,000 (subject to state or local funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME

Kathie Ross

AND TITLE:

DATE:

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$384,282 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$50,000 (subject to state or local funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2009. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 7

REFERENCE NUMBER 248-07

This Amendment Number 7 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 6 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the fifth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2007 through June 30, 2008.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$366,719 for the Culpepper Garden III Assisted Living services, and no more than \$40,000 (subject to federal funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED

BY:



for PRINT NAME RICHARD D. WARREN, JR.

AND TITLE: PURCHASING AGENT

DATE:

6/27/2007

SIGNED

BY:



PRINT NAME

Kathie Ross

AND TITLE:

Chair BOB

DATE:

6/26/07

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$366,719 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$40,000 (subject to federal funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2008. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 8.

REFERENCE NUMBER 241-08

This Amendment Number 8 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 7 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the sixth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2008 through June 30, 2009.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$384,282 for the Culpepper Garden III Assisted Living services, and no more than \$50,000 (subject to state or local funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME
Kathie Ross

AND TITLE:

DATE:

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$384,282 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$50,000 (subject to state or local funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2009. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 7

REFERENCE NUMBER 248-07

This Amendment Number 7 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 6 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the fifth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2007 through June 30, 2008.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$366,719 for the Culpepper Garden III Assisted Living services, and no more than \$40,000 (subject to federal funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED

BY:



SIGNED

BY:



PRINT NAME RICHARD D. WARREN, JR.

PRINT NAME

Kathie Ross

AND TITLE: PURCHASING AGENT

AND TITLE:

Chair BOB

DATE:

6/27/2007

DATE:

6/26/07

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$366,719 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$40,000 (subject to federal funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2008. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 7

REFERENCE NUMBER 248-07

This Amendment Number 7 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 6 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the fifth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A.

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2007 through June 30, 2008.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$366,719 for the Culpepper Garden III Assisted Living services, and no more than \$40,000 (subject to federal funds availability) for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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: 

for PRINT NAME RICHARD D. WARREN, JR.

AND TITLE: PURCHASING AGENT

DATE: 6/27/2007

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED

BY: 

PRINT NAME
Kathie Ross

AND TITLE: Chair BOB

DATE: 6/26/07

AMENDED EXHIBIT A

SCOPE OF WORK

The purpose of this Contract is to allow the Contractor to provide specific services for the Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay the Contractor, in quarterly payments, an annual amount not to exceed \$366,719 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living, and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities with a goal of raising \$100,000 annually for the purpose of providing a subsidy for residents of Culpepper Garden III assisted living, as well as assisting residents in Culpepper Garden I and II for the purpose of paying for meals and other necessities. Additionally, the Contractor will establish an annual fundraising plan with the goal of increasing the amounts of available funds for the purposes detailed in this paragraph.
- The Contractor shall submit (ATTN: Chief, Aging and Disability Services Division, DHS) monthly financial and program reports that at the minimum include the following:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports shall be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to

- prohibited conditions
- Fundraising activities and outcomes
- Monthly reports regarding residents:
 - Total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - Number of residents served with the Auxiliary Grant;
 - Number of Level I residents receiving subsidy for care/meals;
 - Number of Level II residents receiving subsidy for care/meals;
 - Number of Level III residents receiving subsidy for care/meals;
 - Number of Level I residents paying privately for care/meals;
 - Number of Level II residents paying privately for care/meals;
 - Number of Level III residents paying privately for care/meals;
 - Number of residents subsidized since original contract;
 - Number of residents subsidized in fiscal year;
 - Number of residents receiving insulin injections
- Monthly reports shall also include, for Culpepper Garden I residents:
 - Number of Culpepper Garden I residents receiving subsidized meals;
 - Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notification Responsibilities:
 - The Contractor shall notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor shall notify DHS immediately when the Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center). Notification is for the purpose of developing joint plans to address resident issues, if appropriate.

- This notification provision in no way shall preclude The Contractor from taking action when residents are at danger to themselves or others.
- The Contractor shall identify residents in Culpepper Garden I, II and III, who need available DHS services and make such referrals on their behalf.
- The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$40,000 (subject to federal funds availability) for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 shall include, in each quarterly invoice, data regarding number of persons served and number of meals served to the residents of Culpepper Garden I with this subsidy. This information will match the data provided in the respective monthly reports.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2008. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 6

REFERENCE NUMBER 185-06

This Amendment Number 5 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 5 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the fourth year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED).

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2006 through June 30, 2007.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$346,615 for the Culpepper Garden III Assisted Living services, and no more than \$24,000 for the meal subsidy for Culpepper Garden I, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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: 

for PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

DATE: 08/16/06

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY: 

PRINT NAME Jeanne Broyhill
AND TITLE: Chair

DATE: 8/16/06

EXHIBIT A

SCOPE OF WORK - AMENDED

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$346,615 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) activities of daily living), and Level III for residents who need assistance with three (3) or more activities of daily living, up to prohibited conditions). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month (or more as funds allow), providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions will be included as "other resources" and will be spent and reported each month.
- The Contractor shall continue to engage in fundraising activities for the purpose of subsidizing residents in Culpepper Garden III as well as assisting residents in Culpepper Garden I and II in paying for meals and other necessities. The Contractor shall set a goal to raise \$100,000 annually for subsidizing Culpepper Garden III residents, and establish an annual fund raising plan to further increase the available funds. *Assisted Living Services to*
- The Contractor shall provide Arlington County (ATTN: Chief, Aging and Disability Services Division, DHS) with monthly (unless otherwise indicated) financial and program reports to include those listed below:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports will be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II and Level III residents require assistance with 2 or more ADLs, up to prohibited conditions
 - Fundraising activities and outcomes

- Monthly reports regarding residents: total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - ✓ Number of residents served with the Auxiliary Grant;
 - ✓ Number of Level I residents receiving subsidy for care/meals;
 - ✓ Number of Level II residents receiving subsidy for care/meals;
 - ✓ Number of Level III residents receiving subsidy for care/meals;
 - ✓ Number of Level I residents paying privately for care/meals;
 - ✓ Number of Level II residents paying privately for care/meals;
 - ✓ Number of Level III residents paying privately for care/meals;
 - ✓ Number of residents subsidized since original contract;
 - ✓ Number of residents subsidized in fiscal year;
 - ✓ Number of residents receiving insulin injections
- Monthly reports will also include, for Culpepper Garden I residents:
 - ✓ Number of Culpepper Garden I residents receiving subsidy for meals;
 - ✓ Number of subsidized meals served per person
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports.
- The County will appoint a DHS staff member to serve as an ad-hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notifications:
 - The Contractor will notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor will notify DHS immediately when Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center).
 - Notification is for the purpose of developing joint plans to address resident issues, if appropriate.
 - This notification provision in no way precludes the Contractor from taking action when residents are a danger to themselves or others.
- In Culpepper Garden I & II, the Contractor will identify residents who need available DHS services and make such referrals.
- In addition, the County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$24,000 for the purpose of partially subsidizing the mandatory meal program for some Culpepper Garden I residents who are SSI (Supplemental Security Income) eligible/qualified or whose income is between SSI and the Federal Poverty Level. The amount of 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 will include, in each quarterly invoice, data regarding number of persons served and number of meals served to residents of Culpepper Garden I with this subsidy.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2007. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 5

REFERENCE NUMBER 333-05

This Amendment Number 5 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 4 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the third year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED).

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2005 through June 30, 2006.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$314,240, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME
AND TITLE: Jeanne Brayhill, Bd Chair

DATE:

EXHIBIT A

SCOPE OF WORK - AMENDED

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the residence with incomes below the cost of the program ("residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$314,240 for the purpose of providing basic assisted living care to the residents (Level I - assistance with up to one activity of daily living and medication management), and for the purpose of providing a higher level of care (Level II - for residents who need assistance with two (2) or more activities of daily living). The services provided shall meet all State and County licensing requirements. The contract amount can be anticipated to serve approximately thirty (30) residents per month, providing the following terms and conditions are met:

- The Contractor shall provide County subsidies for assisted living services to residents of Culpepper Garden III in the following priority order: (1) residents of Culpepper Garden I or Culpepper Garden II; (2) residents of Arlington County or family members of Arlington County residents.
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments and Auxiliary Grants. Contractor contributions (such as the Tom Floyd Aging with Dignity Fund) will be included as "other resources" and calculated into a pre-agreed upon formula to be used to calculate which resources are first used.
- The Contractor shall continue to engage in fundraising activities for the purpose of subsidizing residents in Culpepper Garden III as well as assisting residents in Culpepper Garden I and II in paying for meals and other necessities. The Contractor shall set a goal to raise \$100,000 annually for these purposes and establish an annual fund raising plan to further increase the available funds.
- The Contractor shall provide Arlington County (ATTN: Chief, Aging and Disability Services Division, DHS) with monthly (unless otherwise indicated) financial and program reports to include those listed below:
 - Monthly financial and management reports that are distributed to the Arlington Retirement Housing Corporation (ARHC) Boards of Directors
 - Culpepper Garden I, II, & III - monthly financial statements
 - Culpepper Garden III - mix of residents related to their income, assets and care needs, including projection of depletion of assets
 - Reports will be submitted with information which follows the state standard where Level I includes residents who require assistance with no more than one ADL and medication management; Level II residents require assistance with 2 or more ADLs, up to prohibited conditions
 - Fundraising activities and outcomes

- Monthly reports regarding residents: total number (monthly and year-to-date) of residents in Culpepper Garden III, including information regarding Auxiliary Grant, ADLs, subsidies, etc.
 - ✓ Number of residents served with the Auxiliary Grant;
 - ✓ Number of Level I residents receiving subsidy for care/meals;
 - ✓ Number of Level II residents receiving subsidy for care/meals;
 - ✓ Number of Level I residents paying privately for care/meals;
 - ✓ Number of Level II residents paying privately for care/meals;
 - ✓ Number of residents subsidized since original contract;
 - ✓ Number of residents subsidized in fiscal year;
 - ✓ Number of residents receiving insulin injections
- A copy of the minutes from the monthly Advisory Council meeting will be submitted along with the aforementioned reports.
- The County will appoint a DHS staff member to serve as an ad-hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.
- The Contractor will maintain a security system which meets State licensing requirements for the higher level of care.
- The Contractor will provide sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- Contractor Notifications:
 - The Contractor will notify DHS at least 15 days before issuing a discharge notice, notice to vacate or initiating eviction proceedings to residents of Culpepper Garden I, II, and III.
 - The Contractor will notify DHS immediately when Culpepper Garden III determines that a resident cannot be readmitted to Culpepper Garden III following a stay in a health care facility (e.g., hospital, rehab or nursing center).
 - Notification is for the purpose of developing joint plans to address resident issues, if appropriate.
 - This notification provision in no way precludes the Contractor from taking action when residents are a danger to themselves or others.
- In Culpepper Garden I & II, the Contractor will identify residents who need available DHS services and make such referrals.
- The Contractor, or its designated representative, and DHS staff shall meet monthly during FY 2006. The County may, at its sole discretion, change the frequency of these meetings. These meetings will focus on the information provided via the monthly and quarterly reports regarding expenditure of funds, and to analyze projected expenditures against available funds. Information gathered at these meetings will be shared with appropriate DHS program and financial management staff to determine whether changes are needed to maintain projected financial obligations.

The County reserves the right to monitor the Contractor's records and perform site visits at the residence.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 4

REFERENCE NUMBER 153-04

This Amendment Number 4 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 through 3 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the third year of the Contract, 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 amended as follows:

CHANGE THE SECOND PARAGRAPH OF THE AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED) TO READ AS FOLLOWS:

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$60,000 for the purpose of providing basic assisted living care to the Residents, and \$245,606 for the purpose of providing a higher level of care for Residents who need assistance with at least two (2) but no more than four (4) activities of daily living. The services provided shall meet all State and County licensing requirements and shall include three meals per day to approximately thirty (30) Residents whose income is less than \$1,900 per month, providing the following terms and conditions are met:

CONTRACT AMOUNT

The County will pay the Contractor no more than \$305,606, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME Jeannette Broyhill
AND TITLE: Board Chair

DATE:

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 3

REFERENCE NUMBER 153-04

This Amendment Number 3 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendments No. 1 and 2 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the third year of the Contract, 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 amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED).

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2004 through June 30, 2005.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$205,606, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME
AND TITLE: JOSEPH BIANCULLI, CHAIR

DATE:

EXHIBIT A

SCOPE OF WORK - AMENDED

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the Facility with incomes below the cost of the program ("Residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$60,000 for the purpose of providing basic assisted living care to the Residents, and \$145,606 for the purpose of providing a higher level of care for Residents who need assistance with at least two (2) but no more than four (4) activities of daily living. The services provided shall meet all State and County licensing requirements and shall include three meals per day to approximately twenty (20) Residents whose income is less than \$1,900 per month, providing the following terms and conditions are met:

- County subsidies will be made available upon admission in the Contractor's facility ("Facility") to current Residents, or relatives of the Residents, whose income is below \$1,900 per month;
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments, Auxiliary Grants, Contractor contributions (such as the Tom Floyd Aging with Dignity Fund);
- The Contractor's Board of Directors will seek to raise or contribute a matching amount of subsidy
- In addition to the quarterly statement of expenses of County funds, the Contractor will submit to the Chief, Aging and Disability Services Division, Arlington County Department of Human Services ("DHS"), a monthly report on County approved form, which includes information regarding efforts made by the Contractor to solicit matching funds, and a copy of the minutes from the monthly Advisory Council meeting. The monthly report shall include:
 - number of Residents served
 - number of Residents served with the Auxiliary Grant
 - number of Residents with income below \$1,900 per month
 - number of Residents with income below \$2,300 per month
 - number of basic care level Residents served with contributions
 - number of moderate care level Residents served with contributions
 - number of Residents served who needed assistance with 2, 3, or 4 Activities of daily living.
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.

County may provide subsidies to the Contractor for the higher level of care provided to the Residents, providing the Contractor has met the following conditions:

- The Facility has in place a security system which meets State licensing requirements for this higher level of care.

- The Contractor provides sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- The Contractor has sent a letter to all sponsors (family members) notifying them of the availability of the increased level of care.
- All written information provided by the Contractor to Residents and family members include information regarding these changes, including the change in the level of care needed that would be cause for discharge from the Facility.

The Contractor agrees to provide advance notice to the Chief of Aging and Disability Services, DHS or designee, prior to discharge of any Resident from the Facility, including the reason(s) for such discharge.

The County reserves the right to monitor the Contractor's records and perform site visits at the Facility.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 2

REFERENCE NUMBER 213-03

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 as amended by Amendment No. 1 ("Main Agreement") made between The Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the third year of the Contract, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment No. 2, amend the Main Agreement as amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED).

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2003 through June 30, 2004.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$201,414, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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:

6/10/03

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID: 23-7125063

SIGNED
BY:

PRINT NAME JOSEPH L. BIANCOLLI
AND TITLE: Chairman

DATE:

5/14/03

EXHIBIT A

SCOPE OF WORK - AMENDED

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the Facility with incomes below the cost of the program ("Residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$60,000 for the purpose of providing basic assisted living care to the Residents, and \$141,414 for the purpose of providing a higher level of care for Residents who need assistance with at least two (2) but no more than four (4) activities of daily living. The services provided shall meet all State and County licensing requirements and shall include three meals per day to approximately twenty (20) Residents whose income is less than \$1,800 per month, providing the following terms and conditions are met:

- County subsidies will be made available upon admission in the Contractor's facility ("Facility") to current Residents, or relatives of the Residents, whose income is below \$1,800 per month;
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments, Auxiliary Grants, Contractor contributions (such as the Tom Floyd Aging with Dignity Fund);
- The Contractor's Board of Directors will seek to raise or contribute a matching amount of subsidy
- In addition to the quarterly statement of expenses of County funds, the Contractor will submit to the Chief, Aging and Disability Services Division, Arlington County Department of Human Services ("DHS"), a monthly report on County approved form, which includes information regarding efforts made by the Contractor to solicit matching funds, and a copy of the minutes from the monthly Advisory Council meeting. The monthly report shall include:
 - number of Residents served
 - number of Residents served with the Auxiliary Grant
 - number of Residents with income below \$1,800 per month
 - number of Residents with income below \$2,200 per month
 - number of basic care level Residents served with contributions
 - number of moderate care level Residents served with contributions
 - number of Residents served who needed assistance with 2, 3, or 4 Activities of daily living.
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.

County may provide subsidies to the Contractor for the higher level of care provided to the Residents, providing the Contractor has met the following conditions:

- The Facility has in place a security system which meets State licensing requirements for this higher level of care.

- The Contractor provides sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- The Contractor has sent a letter to all sponsors (family members) notifying them of the availability of the increased level of care.
- All written information provided by the Contractor to Residents and family members include information regarding these changes, including the change in the level of care needed that would be case for discharge from the Facility.

The Contractor agrees to provide advance notice to the Chief of Aging and Disability Services, DHS or designee, prior to discharge of any Resident from the Facility, including the reason(s) for such discharge.

The County reserves the right to monitor the Contractor's records and perform site visits at the Facility.

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 1

REFERENCE NUMBER 251-02

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 359-01 ("Main Agreement") made between THE Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, VA ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Scope of Work, the Contract Term, and the Contract Amount to be paid for the second year of the Contract, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment No. 1, amend the Main Agreement as amended as follows:

REPLACE THE ORIGINAL EXHIBIT A (SCOPE OF WORK) WITH THE ATTACHED AMENDED EXHIBIT A (SCOPE OF WORK - AMENDED).

CONTRACT TERM

The Subsequent Contract Term, identified in the Main Agreement, shall cover the period from July 1, 2002 through June 30, 2003.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$197,348, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended 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,
AND TITLE: PURCHASING AGENT

DATE:

CULPEPPER GARDEN III ASSISTED LIVING
TAXPAYER ID# 23-7125063

SIGNED
BY:

PRINT NAME
AND TITLE: JOSEPH L. BIANCOLLI, VICE PRES.

DATE:

EXHIBIT A

SCOPE OF WORK - AMENDED

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the Facility with incomes below the cost of the program ("Residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$60,000 for the purpose of providing basic assisted living care to the Residents, and \$137,348 for the purpose of providing a higher level of care for Residents who need assistance with at least two (2) but no more than four (4) activities of daily living. The services provided shall meet all State and County licensing requirements and shall include three meals per day to approximately twenty (20) Residents whose income is less than \$1,800 per month, providing the following terms and conditions are met:

- County subsidies will be made available upon admission in the Contractor's facility ("Facility") to current Residents, or relatives of the Residents, whose income is below \$1,800 per month;
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments, Auxiliary Grants, Contractor contributions (such as the Tom Floyd Aging with Dignity Fund);
- The Contractor's Board of Directors will seek to raise or contribute a matching amount of subsidy
- In addition to the quarterly statement of expenses of County funds, the Contractor will submit to the Chief, Aging and Disability Services Division, Arlington County Department of Human Services ("DHS"), a monthly report on County approved form, which includes information regarding efforts made by the Contractor to solicit matching funds, and a copy of the minutes from the monthly Advisory Council meeting. The monthly report shall include:
 - number of Residents served
 - number of Residents served with the Auxiliary Grant
 - number of Residents with income below \$1,800 per month
 - number of Residents with income below \$2,200 per month
 - number of basic care level Residents served with contributions
 - number of moderate care level Residents served with contributions
 - number of Residents served who needed assistance with 2, 3, or 4 Activities of daily living.
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.

County may provide subsidies to the Contractor for the higher level of care provided to the Residents, providing the Contractor has met the following conditions:

- The Facility has in place a security system which meets State licensing requirements for this higher level of care.

- The Contractor provides sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- The Contractor has sent a letter to all sponsors (family members) notifying them of the availability of the increased level of care.
- All written information provided by the Contractor to Residents and family members include information regarding these changes, including the change in the level of care needed that would be cause for discharge from the Facility.

The Contractor agrees to provide advance notice to the Chief of Aging and Disability Services, DHS or designee, prior to discharge of any Resident from the Facility, including the reason(s) for such discharge.

The County reserves the right to monitor the Contractor's records and perform site visits at the Facility.

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

AGREEMENT NO. 359-01

THIS AGREEMENT is made on the date of execution by the County between the Board of Directors, Culpepper Garden III Assisted Living, 4435 N. Pershing Drive, Arlington, Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor, for the consideration specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A (Scope of Work). If the provisions of this Agreement and the other Contract Documents vary, the provisions of this Agreement prevail.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents, consisting of the Scope of Work (Exhibit A)

CONTRACT TERM

Work under this Agreement will commence on July 1, 2001 and will be completed no later than June 30, 2002 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the Project Officer. The Agreement may be extended in future years under the same terms and conditions if it is the will of the County Board, and with concurrence of both parties. Each such extension year shall be referred to as a "Subsequent Contract Term." Such an extension shall be established under a written amendment to this agreement, signed by both parties. The Contract Amount for any Subsequent Contract Term shall be in an amount not to exceed the funds appropriated for the service by the County Board of Arlington County, Virginia.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$191,600, in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

PAYMENT

Payment will be made quarterly by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer. The County may elect to advance the first quarterly payment to cover initial costs incurred by the Contractor.

ADDITIONAL SERVICES

No services other than those described in Exhibit A are authorized under this Agreement unless the services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs of providing the services described in this Agreement to the County.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, to be appointed by the Director of the Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of the work under this Agreement.

PROJECT STAFF

The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or

purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$2,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$2,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

ETHICS IN PUBLIC CONTRACTING

The contract incorporates by reference, by way of illustration and not limitation, the provisions of law contained in the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia as amended, and Article 9 of the Arlington County, Virginia Purchasing Resolution. The Contractor certifies that its bid was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY

The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.

APPLICABLE LAW

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The County will not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION

The contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen days. Procedures for contractual disputes, appeals, and protests are available upon request from the Office of the Purchasing Agent.

PAYMENT OF SUBCONTRACTORS The Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by the subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of

the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

ARBITRATION

It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

INVOICES

Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms.

The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of entire order by the County.

AUDIT

The Contractor hereby agrees to retain all books, records and other documents relative to this procurement for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records after audit but within five years after final payment, the Contractor shall notify the County at least thirty days prior to such disposal.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation to the Contractor unless such adjustments have been made by formal written Amendment to the contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that work is within the scope of the contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under the contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuance of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice

shall be of no effect and the County Board of Arlington County shall not be obligated under this contract beyond the date of termination.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the period of the contract, the Contractor will furnish all of the items or services described in the specifications. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the specification are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than the unit prices in this Contract.

ALKALINE PAPER

Unless otherwise specified herein, the archival record requirements of the Commonwealth of Virginia and the County shall apply to all paper used in the preparation of reports, drawings or other contract deliverables. The paper provided shall be alkaline permanent paper meeting ANSI Standard Z39.48-1984 for permanence of paper as follows: pH-7.5, minimum; alkaline reserve-2% calcium carbonate minimum; fiber - no ground wood or unbleached pulp; fold endurance-30 double folds, average both directions; tear resistance-24-50 g for 30-60 lb. paper, minimum.

TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the County has determined that the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the County determines that the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such 15 day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen days specified in the notice and the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the Contractor up to the date of termination of the contract and reasonably allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all excess costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated; terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least ten days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 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.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of \$1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

PRINT NAME
AND TITLE:

DATE:

CULPEPPER GARDEN III, ASSISTED LIVING

TAXPAYER ID NUMBER: _____

AUTHORIZED
SIGNATURE:

PRINT NAME
AND TITLE:

DATE:

[Signature]
P.O.
10/11/01

[Signature]
Barry M. Finkelshtein
9/18/2001

EXHIBIT A

SCOPE OF WORK

The purpose of this Agreement is to allow the Contractor to provide specific services to Arlington residents, or family members of Arlington residents, living in the Facility with incomes below the cost of the program ("Residents").

The County agrees to pay to the Contractor, in quarterly payments, an annual amount not to exceed \$60,000 for the purpose of providing basic assisted living care to the Residents, and \$131,600 for the purpose of providing a higher level of care for Residents who need assistance with at least two (2) but no more than four (4) activities of daily living. The services provided shall meet all State and County licensing requirements and shall include three meals per day to approximately twenty (20) Residents whose income is less than \$1,800 per month, providing the following terms and conditions are met:

- County subsidies will be made available upon admission in the Contractor's facility ("Facility") to current Residents, or relatives of the Residents, whose income is below \$1,800 per month;
- County subsidies will be calculated only after all other resources have been exhausted, including HUD payments, Auxiliary Grants, Contractor contributions (such as the Tom Floyd Aging with Dignity Fund);
- The Contractor's Board of Directors will seek to raise or contribute a matching amount of subsidy
- In addition to the quarterly statement of expenses of County funds, the Contractor will submit to the Chief, Aging and Disability Services Division, Arlington County Department of Human Services ("DHS"), a monthly report on County approved form, which includes information regarding efforts made by the Contractor to solicit matching funds, and a copy of the minutes from the monthly Advisory Council meeting. The monthly report shall include:
 - number of Residents served
 - number of Residents served with the Auxiliary Grant
 - number of Residents with income below \$1,800 per month
 - number of Residents served with contributions
 - number of Residents served who needed assistance with 2, 3, or 4 Activities of daily living.
- The County will appoint a DHS staff member to serve as an ad hoc member of the Advisory Council; Contractor's staff shall provide support to the Council, but may not serve as an official member of the Council.

County may provide subsidies to the Contractor for the higher level of care provided to the Residents, providing the Contractor has met the following conditions:

- The Facility has in place a security system which meets State licensing requirements for this higher level of care.

- The Contractor provides sufficient staffing levels to insure appropriate care and coverage, including nursing supervisor for all shifts.
- The Contractor has sent a letter to all sponsors (family members) notifying them of the availability of the increased level of care.
- All written information provided by the Contractor to Residents and family members include information regarding these changes, including the change in the level of care needed that would be cause for discharge from the Facility.

The Contractor agrees to provide advance notice to the Chief of Aging and Disability Services, DHS or designee, prior to discharge of any Resident from the Facility, including the reason(s) for such discharge.

The County reserves the right to monitor the Contractor's records and perform site visits at the Facility.