



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

NOTICE OF RENEWAL

TO: PACIFICA STERLING LLC
46555 Harry Byrd Highway
Sterling, Virginia 20164
ORIGINAL DATE ISSUED: July 1, 2020
CONTRACT NO: 20-964-EP
CONTRACT TITLE: Assisted Living Services for RAFT Clients

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

The contract documents consist of the terms and conditions of AGREEMENT No.20-964-EP including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2022
EXPIRES: June 30, 2023
RENEWALS: TWO (2) ONE (1) YEAR RENEWALS REMAINING.

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

VENDOR CONTACT: Patricia Salao
VENDOR TEL. NO.: (703) 896-9590
EMAIL ADDRESS: ed.sterling@pacificaseniorliving.com
COUNTY CONTACT: Alice Straker
COUNTY TEL. NO.: (703) 968-4050
COUNTY CONTACT EMAIL: astraker@arlingtonva.us

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

PACIFICA STERLING LLC

PRINT: DR. Sharon T. Lewis

PRINT: Patricia Salao

SIGNATURE: Dr. Sharon T. Lewis
89B86B1AD301462...

SIGNATURE: Patricia Salao
D1EA299F6CA04BC...

TITLE: Purchasing Agent

TITLE: Executive Director

DATE: 5/3/2022

DATE: 5/3/2022

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

CONTRACT AWARD COVERPAGE

TO: HCP Sterling VA OpCo, LLC c/o Atria Senior Living 300 East Market Street, Suite 100 Louisville, KY 40202	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	July 1, 2020 <hr/> 20-964-EP <hr/> Assisted Living Services for RAFT Clients <hr/>
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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.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-964-EP including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2020

EXPIRES: June 30, 2021

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE-YEAR CONTRACT.

COMMODITY CODE(S): 95200

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-964-EP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Lisa Conrad **VENDOR TEL. NO.:** (502) 779-7681

EMAIL ADDRESS: lisa.conrad@atriaseniorliving.com

COUNTY CONTACT: Jim Baker, DHS - ADSD **COUNTY TEL. NO.:** (703) 228-1713

COUNTY CONTACT EMAIL: jbaker@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price Title Procurement Officer Date June 26, 2020

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

AGREEMENT NO. 20-964-EP

THIS AGREEMENT is made, on the date of execution by the County, between HCP Sterling VA OpCo, LLC, 46555 Henry Byrd Highway, Sterling, Virginia 20164 ("Contractor") a Delaware Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Business Associate Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide assisted living services for Arlington County Regional Older Adult Facilities and Treatment Program (RAFT) clients. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2020 and must be completed no later than June 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four

(4) additional 12-month periods, from July 1, 2021 to June 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and a rate of \$155.00 per day, per person for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in March of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any 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 this 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.