

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 359-01
AMENDMENT NUMBER 11**

REFERENCE NUMBER 306-10

This Amendment Number 11 ("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 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 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, 2011 through JUNE 30, 2012.

CONTRACT AMOUNT

The County will pay the Contractor no more than \$401,065 for the Culpepper Garden III Assisted Living services, and no more than \$52,000 (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: PURCHASING AGENT

AND TITLE: _____

DATE: _____

DATE: _____

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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 \$401,065 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 (depending on level of care need), 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

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- 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 bi-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 \$52,000 (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 bi-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.