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

CONTRACT AMENDMENT COVERPAGE

TO: SUNRISE COMMUNITY OF VIRGINIA, INC. 10340 DEMOCRACY LANE SUITE 201 FAIRFAX, VA 22030

CONTRACT NO:

CONTRACT TITLE:

DATE ISSUED:

JUNE 30, 2011

517-12

RESIDENTIAL SUPPORT SERVICES FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES

THIS IS A NOTICE OF CONTRACT AMENDMENT 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. 517-12 including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2020 EXPIRES: JUNE 30, 2021 RENEWALS: NO ADDITIONAL RENEWAL PERIODS REMAIN COMMODITY CODE(S): 95200 LIVING WAGE: N

ATTACHMENTS: CONTRACT 517-12 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:	ANA ROBINETTE	VENDOR TEL. NO.:	(305) 273-3035
		EMAIL ADDRESS:	AROBINETTE@SUNRISEGROUP.ORG
COUNTY CONTACT:	JENNIFER MCKINNEY	COUNTY TEL. NO.:	(703) 228-1717
		EMAIL ADDRESS:	JMCKIN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

<u>Meloni Hurley</u>

Title: Assistant Purchasing Agent

Date: <u>6/26/2020</u>

ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 517-12 AMENDMENT NUMBER <u>10</u>

This **Amendment Number 10** ("Amendment") is made on the date of execution of the Amendment by the County and Amendment 1 through 9 **Agreement Number 517-12** dated **June 30, 2011** ("Main Agreement") and made between **Sunrise Community of Virginia, Inc.**, located at 10340 Democracy Lane, Suite 201, Fairfax, VA 22030 ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor desire to amend the Main Agreement as follows.

- A. Pursuant to Section 3. Contract Term, the above referenced Contract is hereby renewed for the period beginning July 1, 2020 through June 30, 2021 ("Tenth and Final Subsequent Contract Term").
- B. REVISE EXHIBIT B: CONTRACT RATES PER THE ATTACHED
- C. REMOVE THE FOLLOWING CLAUSES FROM MAIN AGREEMENT, SECTION 54. INSURANCE REQUIREMENTS:
 - i. Fidelity Bond The Contractor shall furnish proof of a fidelity bond covering all officers and employees who are responsible for the receipt, custody and disbursement of funds or assets. The amount of the bond shall be a minimum of \$50,000.
 - j. Officers and Director's Bond Provide a bond covering each of its officers, directors, agents or employees who receive or deposit funds, make payments, or prepare financial documents or statements in connection with this Contract in the minimum amount of \$50,000 with 60 calendar day notice provided by the insurer in advance of implementing a decision to cancel or not to renew the bond, or to make any changes in the provision thereof.

D. ADD THE FOLLOWING TO MAIN AGREEMENT, SECTION 54. INSURANCE REQUIREMENTS:

i. Crime Insurance - \$1,000,000

E. ADD THE FOLLOWING CLAUSE TO THE MAIN AGREEMENT:

58. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

F. ADD THE FOLLOWING TO SECTION II. PERFORMANCE SPECIFICATIONS, A. GENERAL REQUIREMENTS:

- 15. The Contractor must make reasonable efforts to provide adequate communication services, including interpretation and translation, for Arlington County clients with limited English proficiency. The Contractor must have policies and procedures in place to implement the services that include staff training. Policies must be made available upon request. The County will pay the Contractor for the costs as agreed upon in the annual budget. A copy of the original invoice from the interpretation service provider must be provided as back-up documentation when invoicing the County. The invoice must include the client's initials, date and units of service and total cost.
- 16. The Contractor must provide annual training on sexual abuse awareness for residents and training for Direct Support Professionals and managers on safeguarding against client sexual abuse. Training and training attendance must be documented and submitted annually to the County Project Officer by July 1.

All other terms and conditions of the Main Agreement, as amended, shall remain in full force and effect

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON

SIGNED: PRINT NAME: Meloni Hurley TITLE: Assistant Purchasing Agent DATE: 6/26/2020

SUNRISE COMMUNITY OF VIRGINIA, INC.

SIGNED: PRINT NAME: < TITLE: (DATE:

AGREEMENT NO. 517-12

AMENDED EXHBIT B

CONTRACT RATES

The County will pay the Contractor a maximum of \$26,000 in FY 2021 per the prices below for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Term, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

In-Home Support Services:

The Contractor shall bill Medicaid through Department of Medical Assistance (DMAS) for services provided to clients with DD Medicaid Waiver. Non-Medicaid Waiver Eligible clients will be billed to Arlington County DD Services at a rate of \$29.84 per hour, up to a maximum of \$25,000.

Arlington County funds must be used in adherence to all Federal and Commonwealth of Virginia, Department of Medical Assistance Services regulations governing DD Home and Community-Based Medicaid Waiver Services.

The County will pay the Contractor up to \$1,000.00 for language interpretation and translation services for FY21. The Contractor must submit a copy of the original invoice from the interpretation service provider as back-up documentation. The invoice must include the client's initials, date and units of service and total cost.

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