

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 22-DHS-EP-21
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the DATE and amends Agreement Number 22-DHS-EP-21 (“Main Agreement”) dated July 1, 2021, between Sunrise Community of Virginia, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

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

1. ADD THE FOLLOWING DOCUMENTS TO PARAGRAPH 1. CONTRACT DOCUMENTS:

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

2. REPLACE PARAGRAPH 5. CONTRACT AMOUNT, WITH THE FOLLOWING:

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and at a rate of \$31.97 per hour for In-Home Support Services (Size 1) in accordance with Department of Medical Assistance (DMAS) Waiver Services and Rates , up to a maximum of \$15,000 for non-Medicaid waiver eligible clients for the Contractor's completion of the Work as required by the Contract Documents. The Contractor shall bill Medicaid through DMAS for services provided to clients with DD Medicaid Waiver. 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 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.

3. REPLACE PARAGRAPH 6. CONTRACT PRICE ADJUSTMENTS WITH THE FOLLOWING:

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2022 (“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 months of statistics available at the time of the Contract’s renewal.

The County may also require the Contractor to adjust the contract amount/unit prices to comply with DMAS rates for services.

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 not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

4. ADD PARAGRAPH 54. COVID-19 VACCINATION POLICY FOR CONTRACTORS AS FOLLOWS:

54. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits E and F). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

- 5. ADD EXHIBIT E CONTRACTOR COVID-19 VACCINATION CERTIFICATION**
- 6. ADD EXHIBIT F CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**
- 7. PURSUANT TO PARAGRAPH 4: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2022 TO JUNE 30, 2023.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SUNRISE COMMUNITY OF VIRGINIA, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: *Meloni Hurley*
534895882496484...
Meloni Hurley
NAME: _____
Assistant Purchasing Agent
TITLE: _____
DATE: 6/27/2022

AUTHORIZED DocuSigned by:
SIGNATURE: *Zach Wray*
D5EA1AA848E647D...
Zach Wray
NAME: _____
CEO
TITLE: _____
DATE: 6/27/2022