

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 22-DHS-EP-259  
AMENDMENT NUMBER 1**

This Amendment Number **1** is made on the 7/1/2022 by the County and amends Agreement Number **22-DHS-EP-259** ("Main Agreement") dated July 1, 2021, between Community Residences, Inc dba CRI ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

**1. PURSUANT TO PROVISION 4: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2022, TO JUNE 30, 2023, WITH THREE (3) ONE (1) YEAR RENEWALS REMAINING.**

**2. REPLACE PROVISION 5, CONTRACT AMOUNT, AS FOLLOWS:**

For FY23, the County will pay the Contractor in accordance with the terms of the Payment section below and up to the maximum amount of \$1,038,216.35 for service rendered to clients living in Arlington County as required by the Contract Documents.

- Supportive Living Services (in-home)  
The County will pay up to 200 hours of 1:1 in-home support at \$31.97 per hour for a yearly maximum total of \$6,394.00 per year for Arlington individuals.
- For three (3) persons in settings licensed as Supported Living Services not funded by Medicaid Waiver

The County will pay \$223.48 per day (365 days) up to a maximum of \$163,140.40 per year for two (2) Arlington Residents in a Supervised Apartment setting.

The County will pay \$260.95 per day per individual (365 days) up to a maximum of \$95,246.75 per year for one (1) Arlington Resident in a high-intensity Supervised Apartment.

For four (4) persons in setting licensed as Congregate Group Homes not funded by Medicaid Waiver

The County will pay \$286.72 per day per individual (365 days) up to a maximum of \$418,611.20 per year for up to four (4) Arlington Residents:

- 2 individuals at S. 7<sup>th</sup> Street
- 2 individuals at Dolley Madison

Base funding in the amount of \$295,800.00 per year (\$850.00 per month per resident) to cover costs not reimbursed by Medicaid Waiver funding for twenty-nine (29) residents in the following programs:

- Up to 3 residents at Dolley Madison (Apartment licensed as a group home)
- Up to 5 residents at S. 7<sup>th</sup> Street Group Home
- Up to 5 residents at N. Roosevelt Street Group Home
- Up to 5 residents at N. 22<sup>nd</sup> Road Group Home
- Up to 7 residents at Buchanan Gardens Supported Apartments
- Up to 4 residents at The Springs Supported Apartments

Housing assistance in the amount of \$48,000 (\$500 per month per resident at Dolley Madison and N. 22<sup>nd</sup> Road GH)

Therapeutic Behavioral Support Services

The Contractor shall provide behavior support services to individuals as specified in each individual Plan for Supports. The Contractor shall employ Board Certified Behavior Analysts, Positive Behavioral Support Facilitators, and behavior specialists with training in Applied Behavior Analysis to perform these services.

The Contractor will bill Medicaid through the Department of Medical Assistance Services (DMAS) for services provided to individuals with DD Medicaid Waiver. Non-Medicaid Waiver Eligible individuals will be billed to Arlington County DD Services at a rate of \$100.40 per hour, up to a maximum of (sixty) 60 hours of service for a yearly maximum total of \$6,024.00.

Additional hours of service may be approved if requested in writing before services are delivered and if there are additional funds to provide those services. Services shall be billed in 30-minute increments, rounded to the nearest 30-minute increment. Services will be billed monthly after the service has been delivered.

In the event one or more of the DD Waiver-funded Arlington County individuals experiences a medical emergency that requires hospitalization, the Contractor, with prior approval from the County Project officer, may provide companion care to the resident in the medical facility. The number of companion care hours will be determined on a case-by-case basis. This service shall be reimbursed at the current DD Waiver Companion Care rate, currently \$18.02/hour; up to a maximum of \$5,000.

**3. ADD EXHIBIT E: CONTRACTOR COVID-19 VACCINATION CERTIFICATION TO PARAGRAPH 1. CONTRACT DOCUMENTS (ATTACHED).**

**4. ADD EXHIBIT F: CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION TO PARAGRAPH 1. CONTRACT DOCUMENTS (ATTACHED).**

**5. ADD PROVISION 54. AS FOLLOWS:**

**54. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing 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. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors and 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. Contractors 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’s requirements as they evolve in response to the crisis.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

COMMUNITY RESIDENCES, INC. DBA CRI

AUTHORIZED: DocuSigned by:  
SIGNATURE: *Dr. Sharon T. Lewis*  
89B86B1AD301462...

AUTHORIZED: DocuSigned by:  
SIGNATURE: *Terry Hurley*  
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NAME: DR. SHARON T. LEWIS

NAME: Terry Hurley

TITLE: PURCHASING AGENT

TITLE: EVP&CFO

DATE: 7/1/2022

DATE: 7/1/2022

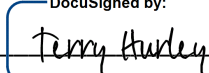
**EXHIBIT E**

**CONTRACTOR COVID-19 VACCINATION CERTIFICATION**

I hereby certify that all **Community Residence, Inc. dba CRI** employees and subcontractors who will be working on **Contract No. 22-DHS-EP-259** are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

Date: 7/1/2022

Signature:  \_\_\_\_\_

Printed Name: Terry Hurley

Title: EVP&CFO

**EXHIBIT F**

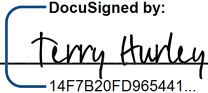
**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

I hereby certify that all **Community Residences, Inc. dba CRI** employees and subcontractors who will be working on **Contract No. 22-DHS-EP-259** are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

Date: 7/1/2022

Signature:  \_\_\_\_\_  
14F7B20FD965441...

Printed Name and Title: Terry Hurley EVP&CFO

Company Name: Community Residences, Inc. dba CRI

Company Address: \_\_\_\_\_