



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

NOTICE OF RENEWAL

TO: Community Living Alternatives Corporation
9401 Lee Highway, Suite 406
Fairfax, Virginia 22031
ORIGINAL DATE ISSUED: July 1, 2021
CONTRACT NO: 22-DHS-EP-252
CONTRACT TITLE: Developmental Disabilities Residential Services

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. 22-DHS-EP-252 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2022
EXPIRES: June 30, 2023
RENEWALS: THREE (3) 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: Susan Keenan
VENDOR TEL. NO.: (703) 352-0388
EMAIL ADDRESS: skeenan@cla-va.org
COUNTY CONTACT: Jennifer Mckinney-Acheson, DHS - ADS IDD Services
COUNTY TEL. NO.: (703) 228-5004
COUNTY CONTACT EMAIL: jmckin@arlingtonva.us

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
Community Living Alternatives Corporation

PRINT: Dr. Sharon T. Lewis

PRINT: Susan Keenan

SIGNATURE: [DocuSigned by: Dr. Sharon T. Lewis]

SIGNATURE: [DocuSigned by: Susan Keenan]

TITLE: Purchasing Agent

TITLE: Executive Director

DATE: 4/13/2022

DATE: 4/13/2022



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

**AGREEMENT NO. 22-DHS-EP-252**

THIS AGREEMENT is made, on July 1, 2021, between Community Living Alternatives Corporation, 9401 Lee Highway, Fairfax, Virginia 22031 ("Contractor") a Virginia corporation 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
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

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 comprehensive residential services for individuals with developmental disabilities (DD) served by the Arlington County Community Services Board (ACCSB). 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, 2021 and must be completed no later than June 30, 2022 ("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 bilateral Contract Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2022 to June 30, 2026 (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 up to a maximum of \$241,573.50 for service rendered to clients living in Arlington County as required by the Contract Documents. The Contractor shall bill Medicaid through Department of Medical Assistance (DMAS) for services provided to clients with DD Medicaid Waiver. The maximum amount of \$241,573.50 for these services will be paid as follows:

- Supported Living Services for two (2) Arlington County clients living at the Community Living Alternatives shall be paid at **\$260.95 per day** for each of the two (2) Arlington clients up to **the maximum amount of \$190,493.50.**
- Operating expenses for four (4) Arlington County Residents:
  - Base funding in the amount of of \$22,080.00 per year (\$460.00 per month per resident) to cover costs not reimbursed by Medicaid Waiver funding.
  - A maximum of \$24,000 per year (\$500.00 per month per resident) for housing assistance.
  - Companion Care services shall be reimbursed at the current DD Waiver Companion Care rate, currently \$16.94/hour, up to a maximum of \$5,000.

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

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, 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.

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.

**7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer by the 10<sup>th</sup> of each month, who will either approve the invoice or require corrections. 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 not contained in item 5. Contract Amount 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.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**10. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**11. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any