

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

NOTICE OF CONTRACT RIDER
AWARD

TO:	THE CHOICE GROUP	DATE ISSUED:	NOVEMBER 7, 2019
	4807 RADFORD AVENUE SUITE 106	CONTRACT NO:	20-111-R
	RICHMOND, VIRGINIA 23230	CONTRACT TITLE:	DAY SUPPORT AND EMPLOYMENT SERVICES

THIS IS A NOTICE OF CONTRACT AWARD AND NOT AN ORDER.
NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.

Your firm is awarded the above referenced rider contract in accordance with the County of Fairfax Agreement No. 4400006753. This Notice of Award is effective immediately and expires on June 30, 2020.

This is the fourth year of a possible 5 year contract thru 2021 - Renewal pending County of Fairfax renewal.

The contract documents consist of the terms and conditions of Agreement No. 20-111-R including any exhibits, attached or amendments thereto.

ATTACHMENT/S:

Arlington County Agreement No. 20-111-R
County of Fairfax Agreement No. 4400006753 (RFP 2000001704 and Contract Amendments)

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Karen Melville

TELEPHONE NO: (804) 278-9151

EMAIL ADDRESS: karen.melville@thechoicegroup.com

COUNTY CONTACT: Jim Baker

TELEPHONE NO: (703)228-1713

EMAIL ADDRESS: baker@arlingtonva.us

Purchasing Division Authorization

Name: Vanessa Moorehead Title : Procurement Officer Date : 11/7/2019

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

RIDER AGREEMENT NO. 20-111-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **The Choice Group** ("Contractor"), a Virginia corporation with a place of business at **4807 Radford Avenue – Suite 106, Richmond, Virginia 23230** authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: County of Fairfax Virginia Agreement Contract No. 4400006753, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the County of Fairfax Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the County of Fairfax Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than **June 30, 2020** ("Contract Term"), with one (1) renewal option, subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Individual Supported Employment.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

The Choice Group
4807 Radford Avenue – Suite 106
Richmond, Virginia 23230

TO THE COUNTY:

Project Officer
Jim Baker
2100 Washington Boulevard – 4th Floor
Arlington, Virginia 22204

AND

Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

15. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

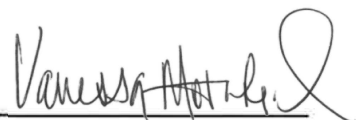
16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____



NAME: VANESSA MOOREHEAD
TITLE: PROCUREMENT OFFICER
DATE: 11/7/2019

THE CHOICE GROUP

AUTHORIZED
SIGNATURE: _____



NAME: ROBIN METCALF
TITLE: PRESIDENT
DATE: 10/31/19



County of Fairfax, Virginia

AMENDMENT

JUL 19 2019

AMENDMENT NO. 4

CONTRACT TITLE: Day Support and Employment Services

CONTRACTOR

The Choice Group, Inc.
4807 Radford Ave.
Suite 106
Richmond, VA 23230

SUPPLIER CODE

1000023113

CONTRACT NO.

4400006753

By mutual agreement, Contract 4400006753 is amended to include the following:

1. Change the title of Section 6, to read: **Licensure, Compliance, Reporting and Other Requirements.**
2. Add the following to Paragraph 6.1:
 - g. Compliance with Incident Reporting consistent with Department of Behavioral Health and Developmental Services (DBHDS) standards. (See DBHDS Guidance at: Virginia Regulatory Town Hall
https://townhall.virginia.gov//getfile.cfm?file=c:\townhall\docroot\guidancedocs\720\gdoc_dbhds_6415_v1.pdf)
 - h. The Contractor must provide proof of required licensure, compliance and operations in "Good Standing". As initial and subsequent licenses and certification, related audits, renewals, and investigations occur, documents supporting the outcome must be provided to the Community Services Board (CSB) Service Director with contract oversight within ten (10) business days of such outcome. This includes, but is not limited to copies of licenses, audit/site review reports, corrective action plans approved/accepted by the regulatory/oversight agency, and investigative reports and outcomes. Should the Contractor's license, certification or other service or operating status change, including such circumstances where capacity or authority to operate may be compromised or affected in anyway, the Executive Director or assigned designated personnel of the Contractor must inform the CSB Executive Director in writing within five business days of its knowledge or the determination of such status.
3. Delete the following language in Section 7, Paragraph 7.3b3ii

Critical incident report copies sent as incidents occur (as per DBHDS licensure standards and CSB policies).

and Replace with the following language:

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

Incident Reports must be faxed to the Fairfax – Falls Church Community Services Board (CSB) within 24 hours of an incident occurring. Reports shall be faxed to the fax number provided by the CSB Service Director with contract oversight. Serious incidents (i.e. abuse/neglect allegations, serious injuries/accidents, incidents involving police or other community members, deaths, missing persons, acts that would be crimes whether or not police are involved, etc.) require a phone call from the Contractor's Executive Director or assigned designated personnel to the CSB's Executive Director within 24 hours, and the corresponding incident report must be faxed to (703) 653-7137. Program staff must also call the CSB Service Director or designated Contract Manager within 24 hours of a serious incident occurring and fax the corresponding incident report to the Service Area identified fax number.

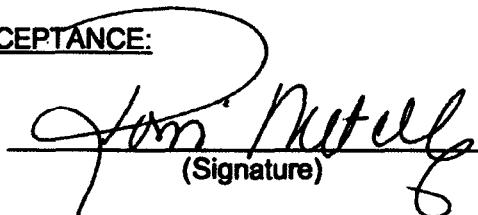
4. Contract 4400006753 is renewed for one-year, effective July 1, 2019 through June 30, 2020, at existing prices.

Contractor shall submit updated certificate of insurance in accordance with Section 19, CONTRACT INSURANCE PROVISIONS, of Request for Proposal #2000001704 within ten (10) days after receipt of this executed amendment.

All other terms and conditions remain the same.

ACCEPTANCE:

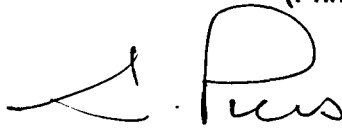
BY:



(Signature)

Robin Metcalf
(Printed)

President
(Title)

July 12, 2019
(Date)


Steve Pierson, CPPB
Contracts Manager

 Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e

DPMM – Contract Analyst – Tamir Enkhjargal

CSB – Kevin Lafin/e

Contractor – robin.metcalf@thechoicegroup.com

DPMM – Contract Specialist – Linda Williams

CSB – Robyn Fontaine/e