

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-075-RFP-LW
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on 3/1/2023, and amends Agreement Number 17-075-RFP-LW ("Main Agreement") dated February 27, 2017, between ServiceSource, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to 4. Contract Term, this contract is hereby renewed for an additional 12-month period from **March 1, 2023, to February 29, 2024** (Second Subsequent Contract Term) with three (3) 12-month renewals remaining.
2. **Contract Amount:** Pursuant to 5. Contract Amount, the Contractor agrees that the total payment for the work will not exceed **\$381,994** per year, regardless of the number of hours spent in the performance of the Work **beginning March 1, 2023**.
3. **Price Adjustment:** Pursuant to 6. Contract Price Adjustments, the contract amount is hereby increased by 1.73% (**negotiated**).
4. **Contract Term** is hereby changed to replace the second sentence with:

Upon satisfactory performance by the Contractor the County may, through issuance of a **bilateral Notice of Renewal**, authorize continuation of the Agreement under the same contract prices for not more than five (5) additional 12-month periods, from March 1, 2022, to February 28, 2027 (each a "Subsequent Contract Term").

5. **Contract Price Adjustments** is hereby deleted and replaced with:

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until February 29, 2024 ("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 60 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.

6. **Force Majeure** is hereby deleted and replaced with:

27. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, [provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.](#)

7. **Audit** is hereby deleted and replaced with:

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

[The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.](#)

8. **Notices** is hereby deleted and replaced with:

46. NOTICES

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

TO THE CONTRACTOR:

Kenneth Crum, Regional Executive Director
ServiceSource, Inc.
10467 White Granite Drive
Oakton, VA 22124
[Phone: 703-461-1197](tel:703-461-1197)

Email: kenneth.crum@servicesource.org

TO THE COUNTY:

Sheri L. Butler, DHS ADSD Contract Management & Budget Specialist /Project Officer
Department of Human Services – Aging and Disability Services Division
2100 Washington Blvd., 4th floor
Arlington, VA 22204
Phone: 703-228-1749
Email: sbutler@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

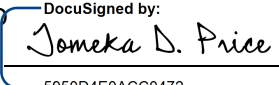
9. **Exhibit B – Contract Pricing is hereby replaced in its entirety with the attached Revised Exhibit B – Contract Pricing.** Pricing from March 1, 2023, to February 29, 2024, shall be in accordance with Exhibit B – Contract Pricing

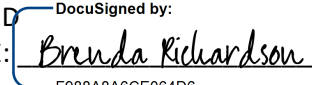
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SERVICESTOURCE, INC.

AUTHORIZED SIGNATURE: 
DocuSigned by:
5950D4E0ACC0472...
NAME: Tomeka D. Price
TITLE: Procurement Officer
DATE: 3/1/2023

AUTHORIZED SIGNATURE: 
DocuSigned by:
F988A8A6CE064D6...
NAME: Brenda Richardson
TITLE: Executive Director
DATE: 3/1/2023

AGREEMENT NO. 17-075-RFP-LW
REVISED EXHIBIT B
CONTRACT PRICING

REVENUE						
Type of Service	Funding Source	Rate	Units	Utilization	Number of Clients	Revised Annual Revenue
Medicaid Group Day -Tier 2	Medicaid	\$19.60	6	80.70%	8	\$185,338
Medicaid Group Day -Tier 3	Medicaid	\$23.17	6	80.70%	1	\$28,360
ARL CSB Day Support	ARL ID	\$139.83	1	80.70%	4	\$66,274
Medicaid DD Waiver Group Day – Tier 2	Medicaid	\$19.60	6	80.70%	1	\$5,429
Charitable Contributions				0%	0	\$20,000
			TOTAL	13	14	\$305,401

EXPENSES						
Personnel						
Job Title	No. of Employees	% of Time Dedicated to CIC	Annual Salary	Annual Fringe	Annual Cost	
1 Weaver Program Manager	1	100%	\$91,973	\$29,431	\$121,404	
2 Assistant Program Manager	1	100%	\$54,949	\$18,385	\$72,553	
3 Community Integration Specialist	5	100%	\$221,325	\$52,308	\$292,149	
4 Marketing & Sales Specialist	0.75	100%	\$45,655	\$14,573	\$60,265	
					\$546,371.00	

Other Staff Related expenses			Annual Cost
1	Art (weaving) Therapist - consultant		\$4,161
2	Behavior Therapist - consultant		\$6,241
3	Speech Therapist - consultant		\$6,202
Totals			\$16,604.00

Supplies		Annual Cost
1	Facility Expense (cleaning supplies, paper products, gloves, first aid, medical, other)	\$4,190
2	Textile Supplies	\$67,538
3	Consumable Supplies	\$4,824
4	Office Supplies	\$965
5	Cellular Supplies	\$4,576
Total		\$82,093.00

Equipment		Annual Cost
1	Laptops, Portable Printers (3 Year Life)	\$2,093
2	Cell Phone (3 Year Life)	\$185
Totals		\$2,278.00

Transportation			
Vehicle	Vehicle Type	Vehicle Year	Annual Cost
1	Toyota Sienna	2020	\$7,628
2	Toyota Sienna	2017	\$0
			\$7,628.00

Other Transportation costs			Annual Cost
1	Vehicle Travel (gas, oil, tolls, pkg) Added second fully amortized vehicle		\$8,270
2	Vehicle Insurance		\$7,746
3	Vehicle GPS monitoring		\$1,323
4	Vehicle Maintenance		\$5,513
		Total	\$22,852.00

Other Expenses			Annual Cost
1	Staff Training		\$5,779
2	Recreation and Community Outings		\$3,790
		Total	\$9,569.00

Start Up Expenses		\$0
		Annual Cost
On-Going Operating Expenses		\$687,395
TOTAL EXPENSES		\$687,395

Projected annual funding needed (Total Expenses less Annual Revenue)	\$381,994
---	------------------

	Monthly	Annual
Budget for new contract term 3/1/2023 to 2/29/2024	\$31,832.83	\$381,994
2/28/2023 Current Funding	\$31,282.12	\$375,385.44
Variance	\$ 550.71	\$6,608.56