

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 17-075-RFP-LW
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on February 9, 2022, and amends Agreement Number 17-075-RFP-LW ("Main Agreement") dated March 1, 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:

- I. **INCREASE THE CONTRACT AMOUNT IN CONTRACT CLAUSE 5 BY 3.2 PERCENT (3.2%) CPI-U TO \$375,467.00 AS SET FORTH IN CONTRACT CLAUSE 6. CONTRACT PRICE ADJUSTMENTS.**
Pricing from March 1, 2022 through February 28, 2023 shall be in accordance with Exhibit B, Contract Pricing, which is included as an attachment to this Amendment 1.
- II. **REPLACE EXHIBIT B CONTRACT PRICING IN ITS ENTIRETY WITH THE ATTACHED REVISED EXHIBIT B CONTRACT PRICING.**
- III. **ADD CONTRACT CLAUSE NUMBER 53 TO THE CONTRACT AS FOLLOWS:**
53. 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 H and I). 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.

IV. ADD CONTRACT CLAUSE 54 AS FOLLOWS:

54. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding “Service Contract Wage” or “Living Wage”) apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County’s web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Attachment E);
2. Within five days of an employee’s request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment E;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment F).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

V. REPLACE EXHIBIT E LIVING WAGE FORMS IN THEIR ENTIRETY WITH THE EXHIBIT E LIVING WAGE FORMS INCLUDED AS AN ATTACHMENT TO THIS AMENDMENT 1.

VI. ADD EXHIBIT H CONTRACTOR COVID-19 VACCINATION CERTIFICATION INCLUDED AS AN ATTACHMENT TO THIS AMENDMENT 1.

VII. ADD EXHIBIT I CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION INCLUDED AS AN ATTACHMENT TO THIS AMENDMENT 1.

VIII. ADD SUBPARAGRAPH F. TO PARAGRAPH 6 OF ATTACHMENT A SCOPE OF WORK AS FOLLOWS:

F. The Contractor must provide annual training on sexual abuse awareness for residents and training for Direct Support Professionals and managers on safeguarding against client sexual abuse. Training and training attendance must be documented and submitted annually to the County Project Officer by July 1


IX. PURSUANT TO CONTRACT CLAUSE 4. CONTRACT TERM, EXERCISE THE FIRST SUBSEQUENT CONTRACT TERM FROM MARCH 1, 2022 TO FEBRUARY 28, 2023.

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: 2513E5002A3A4DE...

AUTHORIZED SIGNATURE: 
DocuSigned by: F988A8A6CE064D6...

NAME: Kaylin Schreiber

NAME: Brenda Richardson

TITLE: Procurement Officer

TITLE: Vice President, LTCIS

DATE: 2/9/2022

DATE: 2/9/2022

REVISED EXHIBIT B, CONTRACT PRICING

**Agreement No. 17-075-RFP-LW
ServiceSource, Inc.**

REVENUE						
Type of Service	Funding Source	Rate	Units	Utilization	Number of clients	Annual Revenue
MEDICAID Group Day Tier 2	Medicaid	\$ 13.78	6	83.25%	8	\$112,332
MEDICAID Group Day Tier 3	Medicaid	\$ 16.42	6	83.25%	1	\$16,732
ARL CSB Day Support	Arl ID	\$ 130.08	1	83.25%	3	\$66,274
MEDICAID DD Waiver Group Day Tier 2	Medicaid	\$ 13.78	6	83.25%	1	\$4,681
Charitable Contributions		\$ -		0.00%	0	\$20,000
					13	\$220,019

Per Person

\$16,925

Job Title	Number of employees within job title	% of time dedicated to CIC	Annual Salary (for all in job title)	Annual fringe (for all in job title)	Annual Cost
1 Weaver Program Manager	1	100	91,973	29,431	121,404
2 ASSISTANT PROGRAM MGR	1	100	57,452	18,385	75,837
3 Community Integration Specialist	4	100	163,462	52,308	215,770
4 Marketing & Sales Specialist	0.75	100	45,541	14,573	60,114
5					
6					
Total					\$473,125

Other staff related expenses (please list)		Annual Cost
1	Art (weaving) Therapist - consultant	4,161
2	Behavior Therapist - consultant	6,241
3	Speech Therapist - consultant	5,201
Total		15,602

Supplies (please list)		Annual Cost
1	Facility Expense (cleaning supplies, paper products, gloves, first aid, medical, other)	4,161
2	Textile Supplies	63,101
3	Consumable supplies	4,507
4	Office Supplies	875
5	Cellular Service	4,161
Total		76,804

Equipment (please list)		Annual Cost
1	Laptops, Portable Printers (3 Year Life)	2,093
2	Cell Phone (3 Year Life)	185
Total		2,277

Transportation			
Vehicle	Vehicle type	Vehicle year	Annual Cost
1	Toyota Sienna	2020	7,628
2			
Total			7,628

Other Transportation costs (please list)		Annual Cost
1	Vehicle Travel (gas, oil, tolls, pkgng)	3,467
2	Vehicle Insurance	3,897
3	Vehicle GPS monitoring	666
4	Vehicle Maintenance	2,774
Total		10,803

Other Expenses (please list)		Annual Cost
1	Staff Training	5,779
2	Recreation and Community Outings	3,467
Total		9,246

Startup Expenses	0
On-Going Operating Expenses:	595,486
TOTAL EXPENSES	595,486
Projected Funding Need	375,467
Projected Funding Need	375,467

Projected annual funding needed	375,467
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	Monthly	
Budget for new contract year starting 2/28/2022	\$ 31,288.92	\$ 375,467.07
Current Funding	\$ 30,319.33	\$ 363,832.00
Change	\$ 969.59	\$ 11,635.07
		3.20%

EXHIBIT E

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT I

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

- I hereby certify that all ServiceSource, Inc. employees and subcontractors working on Contract No. 17-075-RFP-LW 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: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____