

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

NOTICE OF CONTRACT AMENDMENT

TO: ARLINGTON FOOD ASSISTANCE CENTER 2708 S. Nelson Street Arlington, VA 22206	DATE ISSUED: CONTRACT NO: CONTRACT TITLE: AMENDMENT NO:	July 1, 2021 _____ 22-DHS-EP-12 _____ Emergency Food Assistance _____ 1 _____
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THIS IS A NOTICE OF A CONTRACT AMENDMENT 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-12 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2021
EXPIRES: June 30, 2022
RENEWALS: Four (4) Renewals Remaining
COMMODITY CODE(S): 95236
LIVING WAGE: N

ATTACHMENTS:
 AMENDMENT No. 1

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

<u>VENDOR CONTACT:</u> Charles Meng	<u>VENDOR TEL. NO.:</u>	<u>571 384 1442</u>
<u>VENDOR EMAIL ADDRESS:</u> charles.meng@afac.org		

<u>COUNTY CONTACT:</u> Noelle Joukar, DHS-Economic Independence Division	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-1331</u>
<u>COUNTY CONTACT EMAIL:</u> njoukar@arlingtonva.us		

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 22-DHS-EP-12
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on July 1, 2021, and amends Agreement Number 22-DHS-EP-12 (“Main Agreement”) dated July 1, 2021, between ARLINGTON FOOD ASSISTANCE CENTER (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Contract Terms and Conditions and Exhibit A – Scope of Work called for under the Main Agreement as follows:

1. INSURANCE REQUIRMENTS is hereby deleted in its entirety and replaced with:

INSURANCE REQUIRMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$3,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Employee Dishonesty - \$300,000 per occurrence.
- e. Directors and Officers Liability - \$1,000,000 per occurrence/claim.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

- 2. **EXHIBIT A, SCOPE OF WORK is hereby deleted in its entirety and replaced with the Revised Exhibit A, Scope of Work.**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD ASSISTANCE CENTER

AUTHORIZED SIGNATURE: DocuSigned by:
Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED SIGNATURE: DocuSigned by:
Charles Meng
16A1BF4023694EF...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME: Charles Meng
TITLE: Chief Executive Officer

DATE: 6/30/2021

DATE: 6/30/2021

REVISED EXHIBIT A
SCOPE OF WORK

INTRODUCTION – DHS STANDARDS OF SERVICE:

DHS is committed to ensuring that its service providers deliver effective, equitable, understandable, trauma informed and respectful quality care. Therefore, the Contractor must

- A. Provide services that are responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and other community needs.
- B. Approach, engage and care for clients in a culturally and linguistically competent manner, including but not limited to:
 - 1. Cultural identity
 - 2. Racial and/or ethnic
 - 3. religious/spiritual ascription
 - 4. gender identity
 - 5. physical capability
 - 6. cognitive level
 - 7. sexual orientation
 - 8. linguistic needs
 - 9.
- C. Provide services that are tailored to age, diagnosis, developmental level, geographical and educational needs.

I. SERVICES BY THE CONTRACTOR

The Contractor shall:

- A. Provide emergency food assistance at the Contractor's Food Assistance Center, 2708 S. Nelson Street, Arlington for Arlington County residents referred by public and private agencies. Services shall be provided during Contractor's designated times for food distribution on site Monday through Saturday. Clients shall receive food assistance at the center once per week unless otherwise specified.
- B. Serve Arlington County residents referred by Arlington County or other social service organizations. Contractor shall verify the client's identity through a photo ID.
- C. Collect data on number and demographics of clients served as stated in Exhibit C.
- D. Provide staffing to fulfill the contract requirements.
- E. Meet with the County Project Officer to provide food assistance service updates, policy reviews or recommend changes or any other service-related issues, upon request of the Project Officer.
- F. Submit accurate and timely reporting documents to the Project Officer as required (Section III, Programmatic Reports).
- G. Contract with a language interpretation service provider to accommodate clients whose primary language is not English.

II. POLICIES AND PROCEDURES REQUIRED BY THE CONTRACTOR

- A. Provide Quality assurance to ensure accurate data collection and reporting.
- B. Provide volunteer recruitment, screening and management.
- C. Provide management of critical incidents. A critical incident is considered an actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a client or staff.
- D. Provide language interpretation accommodation to implement the services, including staff training.
- E. Provide implementation of culturally and linguistically competent services and service delivery, as detailed **above in Introduction – DHS Standards of Service.**
- F. Provide a written policy on inclement weather.
- G. Have a Continuation of Operation Plan (COOP) detailing procedures for continuing services during crisis situations such as natural disasters or pandemics.

III. QUARTERLY PROGRAMMATIC REPORTS

The Contractor must submit quarterly programmatic reports that include:

- 1. Average number of families served per month delineated by family size (large–4+ members/small families – 1-3 members) and average of individuals served delineated by age (Seniors, 65+, adults age 18-64, and children, age 0-17).
- 2. Demographic Report of families and individuals served including race, age, residency, gender and country of origin.

Quarterly programmatic reports are due by October 15, January 15, April 15 and July 15; reporting templates are attached, Exhibit C.

IV. BUDGET AND FINANCIAL REPORTS

A. BUDGET

Any transfer of funds between budget line items resulting in a greater than ten percent (10%) variance will require prior written approval from the County Project Officer.

B. FINANCIAL REPORTS

The Contractor shall submit a quarterly financial report showing actual expenses for the quarter, and the General Ledger (GL) for the reported expenses, no later than the 15th of the month after the quarter ends (October 15, January 15, April 15, and July 15). Failure to submit the required quarterly financial report and back-up documentation within the specified due date may result in delayed payments from the County.

V. ADMINISTRATIVE CAP

An administrative cap of up to ten percent (10%) is allowable under this contract. Program administration costs include, but not limited to, rent, staff salaries for oversight and general management, and utilities. The Contractor must submit the proposed line items and amounts to the Project Officer for review and approval.