

SUBJECT AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

1. Exercise Option Period 1, in accordance with Section D, Agreement Administration. The period of performance for this option period is 15 June 2021 to 14 June 2022.
2. Page 24, Section C.3.2.8.1 – Recommended FMP Submission, language has been revised to read as follows:

From: In subsequent years, to remain within the Satisfactory rating, at least 91% of service project prices must remain up-to-date and completion of this requirement will be measured in a separate QASP element among other related metrics. The Commission will monitor on a semi-annual basis with the final result being rated annually. Finally, all service price change requests must be received by the Commission at least two (2) weeks after the CNA's receipt of the information.

To: In subsequent years, to remain within the Satisfactory rating, at least 91% of service project prices must remain up-to-date and completion of this requirement will be measured in a separate QASP element among other related metrics. The Commission will monitor on a semi-annual basis with the final result being rated annually. Finally, all service price change requests must be received by the Commission within two (2) weeks after the CNA's receipt of the information.

3. Page 33, Section C.3.4.6.1.2 – Market Research Analysis and Surveys, removed duplicate sentence,

From: Quarterly, the CNA shall provide an analysis of the market research and/or surveys conducted related to the AbilityOne Program. Market research includes primary and secondary research. The CNA shall conduct awareness, understanding and/or customer and satisfaction surveys. Survey audiences include, but are not limited to, federal customers, NPAs, and/or AbilityOne employees. AbilityOne Program-related surveys will be conducted in consultation with the Commission to support Commission communication initiatives and measurements. The CNA shall provide both notice to the Commission and an opportunity to review survey questions and methodologies at least thirty (30) days before any AbilityOne program-related survey is conducted. The CNA shall provide the Commission with all AbilityOne Program-related survey results and analysis no later than thirty (30) days after the survey results are available. Quarterly, the CNA shall provide an analysis of the market research and surveys conducted related to the AbilityOne Program.

To: Quarterly, the CNA shall provide an analysis of the market research and/or surveys conducted related to the AbilityOne Program. Market research includes primary and secondary research. The CNA shall conduct awareness, understanding and/or customer and satisfaction surveys. Survey audiences include, but are not limited to, federal customers, NPAs, and/or AbilityOne employees. AbilityOne Program-related surveys

will be conducted in consultation with the Commission to support Commission communication initiatives and measurements. The CNA shall provide both notice to the Commission and an opportunity to review survey questions and methodologies at least thirty (30) days before any AbilityOne program-related survey is conducted. The CNA shall provide the Commission with all AbilityOne Program-related survey results and analysis no later than thirty (30) days after the survey results are available.

4. Page 39, Section 5.1 – Minimum Requirements of QCP, due date of third party certification (ISO 9001) extended from 24 months to 30 months.
5. Page 43, Section D.2 – Dispute Resolution, change the title for SourceAmerica from Chief and of Staff to Chief Operating Officer. Revise paragraph to read as follows:

If the Commission Chief of Staff and the CNA Chief Operating Officer or his/her designee are not able to resolve the dispute within fifteen (15) days, the matter shall be escalated to the Deputy Executive Director and/or Executive Director of the Commission who, in consultation with the Chair of the Commission Stewardship and Business Excellence Subcommittee, will make a determination for final resolution. Such determination shall be the final decision to resolve the dispute. Nothing herein shall limit or waive the CNA’s right to pursue judicial review of terms of this Agreement or of any action or decision related to this Agreement except where otherwise prohibited in this Agreement or by law.
6. Page 58, Attachment 1 – Deliverables Schedule, Mandatory Disclosures “office to submit to” changed from Commission Staff – General Counsel (GC) to General Counsel (GC), Director of Compliance (DOC), and DOO (as appropriate).
7. Page 58, Attachment 1 – Deliverables Schedule, Annual Internal Control Reporting “office to submit to” changed from Commission Staff – PMO, Pricing, and C&P to C&P, Chief Financial Officer (CFO), and DOC.
8. Page 59, Attachment 1 – Deliverables Schedule, Financial Statement Audit Report “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing) and GC to CFO.
9. Page 59, Attachment 1 – Deliverables Schedule, Reserve Policy “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing) to CFO.
10. Page 59, Attachment 1 – Deliverables Schedule, Annual AbilityOne Expenditures Report “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing), and GC to C&P, Senior Advisor (SA), GC, and CFO.

11. Page 59, Attachment 1 – Deliverables Schedule, deliverable added to match PWS 3.2.4.2.3. Annual Reconciliation Report due annually, no later than May 15 to be submitted to Commission Staff – C&P, SA, and CFO.
12. Page 60, Attachment 1 – Deliverables Schedule, Fair Market Price (FMP) Documentation and Recommendations “office to submit to” changed from Commission Staff – Deputy Director Business Operations to Pricing and Operations.
13. Page 60, Attachment 1 – Deliverables Schedule, Toll Free Number Log recipient changed from Director of Operations (DOO) to Director of Compliance (DOC).
14. Page 62, Attachment 1 – Deliverables Schedule, Quarterly CNA Fees and Expenditure Reports “office to submit to” changed from Commission Staff – SA (Congress) to SA (Congress) and CFO.
15. Page 62, Attachment 1 – Deliverables Schedule, Program Fee Expenditure Treatment and Reporting Report “office to submit to” changed from Commission Staff – C&P, Pricing to C&P, SA, and CFO.
16. Page 66, Attachment 2 – Quality Assurance Surveillance Plan, 3: Organizational Structure updated to reflect two CNAs.
17. Page 66, Attachment 2 – Quality Assurance Surveillance Plan, 4: Agreement Quality Requirements, paragraph amended to read 5.0 instead of 6.0 in the PWS to align with Quality Control Plan.

Except as provided herein, all terms and conditions of this agreement remain unchanged and in full force and effect

****END MODIFICATION****