Cooperative Agreement Single Modification

between

Committee for Purchase From People Who Are Blind or Severely Disabled

the United States AbilityOne Commission 1401 S. Clark Street, Suite 715 Arlington, Virginia 22202-3259

and

Central Nonprofit Agency SourceAmerica 8401 Old Courthouse Road Vienna, VA 22182

Concerning

Cooperative Agreement #001

Change in Agreement Term: N/A

Change in Award Fee Pool: N/A

Effective Date: December 17, 2021

For SourceAmerica

__/s/_____17 Dec 2021_

Date

RICHARD BELDEN Chief Executive Officer

SourceAmerica

/s/_____17 Dec 2021___

SHELLY HAMMOND Date
Agreement Officer and

Director of Contracting and Policy

SUBJECT AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- 1. Page 4, Executive Summary Removed duplicate statement of "employing persons with significant disabilities" and paragraph now reads as: SourceAmerica, hereinafter referred to as CNA, has historically served as a Commission-designated central nonprofit agency within the AbilityOne Program as identified in 41 C.F.R. § 51-3 and FAR 8.701 to represent Nonprofit Agencies ("NPAs") employing persons with significant disabilities, and thereby facilitating the distribution of orders by the Federal Government for commodities and services on the Procurement List ("PL") among qualified NPAs under the Program.
- 2. Page 5, Section A1. Purpose Added language specific to JWOD Act, paragraph now reads: The JWOD Act also requires the Commission to designate CNAs to facilitate the distribution of Federal Government orders by direct allocation, subcontract, or any other means.
- 3. Page 5, Section A.2, Central Nonprofit Agency Designation Capitalized central nonprofit agency.
- 4. Page 6, Section A.3, Description of Services Removed duplicate entire paragraph as follows: The overall purpose of this Agreement is to implement Consolidated Appropriations Act, 2016, Public Law 114-113 2016, by establishing the governing relationship between the Commission and the CNA to ensure effective stewardship and to increase employment and training opportunities for persons who have other significant disabilities through the delivery of products and services by the NPAs to Federal Government customers in accordance with and in furtherance of the JWOD Act.
- 5. Page 7, Section B.1.b added clarifying language to read: Furthermore, this Agreement does not create any rights for the CNA to collect Program Fee from the Commission and the CNA waives any other basis to collect Program Fee from the Commission.
- 6. Page 7, Section B.1.c added clarifier so paragraph now reads, "Notwithstanding the foregoing, nothing herein shall prevent the CNA from charging customary fees including, but not limited to, conference and training fees, loan and interest charges, sponsorships, and advertising fees to the NPAs."
- 7. Page 7, Section B.2, Program Fee Ceiling Moved second paragraph to Section B.3.e for alignment with appropriate topic.
- 8. Page 8, Section B.3.e Language moved from B.2 "Use of Fee Collected. The CNA shall use the Program Fee collected only for the intended purposes, under terms and conditions of this Agreement, and in furtherance of the AbilityOne Program, unless otherwise expressly instructed in this Agreement or by the Commission PMO."
- 9. Page 8, Section B.3.f Added language to address language in Commission Policy 51.302 "The CNA shall develop and submit policies and procedures that address exceptions of waivers to application of Program Fees within the Commission-approved

- ceilings, and that address NPAs' appeals of Program Fees, to the Commission for review in accordance with the requirements set forth in this Agreement."
- 10. Page 8, Section B.5 Commercial Lines of Business, removed following language regarding Admin Memo 11 since it has been superceded, "The Commission's Administrative Memorandum Number 11, Central Nonprofit Agency (CNA) Fee Ceiling Determination Process, states CNAs are authorized to set fees to "generate revenue within their approved business plan, to incentivize the expansion of employment opportunities and to assist in start-ups." Accordingly..."
- 11. Page 9, Section B.6 Special Consideration, language modified to be more inclusive and less COVID-specific. Paragraph now reads, "The Commission may provide exceptions to maintaining requirements, including maintaining direct labor hour ratio when necessary due to unforeseeable causes beyond the control and without the fault or negligence of the CNA or NPAs. Such causes may include acts of God or public enemy; acts of Government in its sovereign or contractual capacity; acts of another contractor performing a contract with the Government; fires; floods; epidemics or pandemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both contractors and subcontractors.
 - The CNA shall provide data related to any such unforeseeable cause to the Commission PMO. All data will be reviewed quarterly for impacts attributed to such unforeseeable cause either directly or indirectly. The cause and effect must be clearly articulated and will be taken into consideration when calculating performance measurements for the duration of the unforeseeable cause."
- 12. Page 11, Section C.2.A Added clarifying language for Commission policies. "The Commission will perform responsibilities outlined in the JWOD Act, 41 U.S.C. Chapter 85, implementing regulations, 41 C.F.R. Chapter 41, and Commission policies.
- 13. Page 11, Section C.2.A.2 Removed extra P in PL.
- 14. Page 13, Section C.2.B.7 revised language in anticipation of Fair Market Price proposed rule change from "Recommend to the Commission, with supporting documentation and information required by Commission procedures, initial fair market prices for products or services proposed for addition to the PL based upon historical data, market research, and discussions between the qualified NPAs and the federal agency customers." To "Recommend to the Commission, with supporting documentation and information required by Commission procedures, initial fair market prices for products or services proposed for addition to the PL based upon historical data, market research, and discussions between the qualified NPAs and the federal agency customers facilitated by the CNA, and any other pricing procedure authorized by Commission policy."
- 15. Page 15, Section C.3.1.1. para. 3 clarified QASP measurement. "(1) Plan approved and in place to increase upward mobility and competitive placements and (2)

- demonstrated percentage increase, measured against CNA's entire AbilityOne workforce."
- 16. Page 15, Section C.3.1.1. last para clarified employment growth plan. "The CNA shall also provide quarterly employment growth plan updates, as part of the quarterly report, that capture progress being achieved relevant to the employment growth plan."
- 17. Page 18, Section 3.2.3.2 Financial Statement Audit, added clarifier, sentence now reads, "Annually, no later than February 15, the parties agree that for the purpose of this Agreement, the CNA must submit its audited financial statements and notes to financial statements, along with the independent auditor's opinion thereon."
- 18. Page 19, Section C.3.2.4.1 Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs). Deliverable due date changed from "Annually, no later than January 31" to "as requested." Language now reads "As requested, within fifteen (15) business days, the CNA shall submit a report of all current MOAs/MOUs with federal agencies to the Commission PMO."
- 19. Page 19, Section C.3.2.4.2.3 Expenditures, language added to read, "Revenue and Expenditures. In addition to quarterly expenditure reports, the CNA shall provide an Annual AbilityOne Revenue and Expenditures Report no later than September 1. This report shall provide annual detail of: previous year's revenue and expenditure results; previous year's budget; current year's projected results that include anticipated revenues and expenses; current year's budget; and next year's draft budget. The expenditures lineitem detail to be provided shall include: AbilityOne Program support for the efforts of the Commission; NPA financial support; compensation & benefits, travel & meetings; professional services; training; advertising and promotion; other operating expenses; and expenses reportable by the Consolidated Appropriations Act of 2016. Notwithstanding the stated due date, the Commission has the discretion to request such reports and additional details as needed."
- 20. Page 20, Section 3.2.5 Equitable Allocations and Recommendations, due date language changed from "every three years" to just when substantive changes are made. Paragraph now reads "The CNA shall submit the NPA Allocation and Recommendation policies and procedures to the Commission PMO when substantive changes are incorporated: substantive changes...Upon approval, the CNA must publish and make available to the Commission and qualified NPAs the final approved CNA Allocation and Recommendation policies and procedures."
- 21. Page 21, Section C.3.2.7.3 Complex Projects Feasibility Analysis, paragraph deleted in its entirety. "The CNA shall conduct an analysis of all complex projects in terms of their feasibility for addition to the PL. The results of the feasibility analysis will be reported to the Commission in accordance with the Commission's guidance for complex projects. This analysis is not submitted via PLIMS, as it is understood that the analysis is submitted to generate discussion and a decision at a point in time well before an add product/service package would be received in PLIMS."

- 22. Page 21, Section 3.2.7.4 Proposed Additions to the Procurement List, PLIMS is spelled out in first use. "All proposed additions to the PL shall be submitted through the Procurement List Information Management Systems (PLIMS)."
- 23. Page 22, Section 3.2.7.7 Co-Brand Report, report changed from quarterly to as requested. Language now reads, "As requested, the CNA shall respond to Commission-staff supplied information detailing all items added to the PL for which a Co-Brand Agreement has been executed. The Co-Brand Report will be provided by the Commission staff to the CNA on an as-needed basis... The response, due no later than fifteen (15) days after the Commission staff provides its report, must include the following..."
- 24. Page 23, Section C.3.2.7.8 Replacement Products, report due date changed from quarterly to as needed. Language now reads, "The Commission staff will provide the report on an as-needed basis but at least annually. The CNA shall provide a response to the Commission no later than fifteen (15) business days after the Commission-supplied report is received."
- 25. Page 23, Section C.3.2.8.1 Recommended FMP Submission, language amended to remove Commission-supplied information and outdated language. Paragraph now reads: "Annually, the CNA shall respond to Commission-supplied information detailing all service projects and provide a report on all service projects. The report shall include: PL number, project number, location, NPA, service period end date, and whether or not the service period has expired (i.e., prices are out-of-date). The CNA shall detail whether or not the NPA continues to provide the service (the project is active or inactive)... All active price projects are required to be kept updated. The CNA shall ensure service project prices remain up to date; completion of this requirement will be measured in a separate QASP element among other related metrics."
- 26. Page 24, Section C.3.2.9 Project-level Information, section deleted in its entirety. "In the event that Project Level Representations and Certification are activated, the CNA shall review the requested project-level information provided by the NPAs to identify any errors, omissions, or anomalies and make available to the Commission and the Contracting Activity for inspection within ten (10) business days of request by the Commission. The CNA shall use good faith efforts to ensure all information certified by the NPAs appears reasonable and accurate prior to submission to the Commission. The CNA shall follow its procedure to use comparative data and trend analysis to identify and correct anomalies and errors, as appropriate."
- 27. Page 24, Section C.3.2.11 Efficiency and Cost Savings, language added on how cost savings were applied. "Annually, as part of the fourth quarter report (quarterly updates can be provided as a temperature check), the CNA shall include a separate section delineating and explaining each increased efficiency, the related cost savings and how cost savings were applied, and the corresponding outcomes realized throughout the year."
- 28. Page 24, Section C.3.3.1.1 NPA Qualification language was moved (Section 3.3.2 Submission of Form 401 or 402 was moved up to 3.3.1.1. and consolidated to avoid

repetition. "3.3.1.1 NPA Qualification. The CNA shall evaluate and recommend NPA initial qualification and maintained qualification to the Commission in accordance with 41 C.F.R. § 51-4.2 and 4.3.

The CNA shall, at the time designated by the Commission, submit a completed, original copy of the appropriate NPA Initial Certification Form (Committee Form 401 or 402) in PLIMS for the NPA concerned within ten (10) business days of designation or receipt of the Initial Certification from the NPA, whichever is later. This requirement does not apply to an NPA that is already authorized to furnish a commodity or service under the JWOD Act. The CNA shall also provide assistance to NPAs to ensure that proposed NPAs have valid Commercial and Government Entity (CAGE) codes, Data Universal Numbering System (DUNS) numbers, and are registered in the Federal System for Award Management (SAM) upon being determined to meet the initial AbilityOne Program qualifications."

- 29. Page 26, Section C.3.3.1.3 para. 2 NPA Regulatory Review and Assistance Visits (RRAV), added "Corrective Action Plan" to describe what the extension is for. Sentence now reads "NPAs may not be granted more than one (1) Corrective Action Plan extension from the CNA without prior approval from the Commission Director, Oversight and Compliance."
- 30. Page 26, Section C.3.3.1.3 para. 3 deliverables broken out and numbered for ease of reading. The CNA shall also provide the following documents to the Commission Director, Oversight and Compliance:
 - 1) Its fiscal year (FY) regulatory review list to the Commission no later than September 1 of each year, and
 - 2) Annual End-of-Year Regulatory Review analysis, no later than January 31 of each year.
- 31. Page 26, Section C.3.3.1.5 Prime Contractor, the due date of the annual report was changed from October 31 to annually, as part of the 4th quarter report.
- 32. Page 26, Section C.3.3.1.6 Overall Direct Labor Hour Ratio Report, language changed to Overall Direct Labor Hour Ratio Quarterly Report.
- 33. Page 27, Section C.3.3.2 Representations and Certifications, removed duplicate §
- 34. Page 27, Section C. 3.3.2.1 Submission of Form 401 and 402, section moved to 3.3.1.1.
- 35. Page 29, Section C.3.4.1 Scope of Strategic Communications, sentence added to the end of the first paragraph, "Further, the CNA is encouraged to engage and communicate with disability-related organizations."

- 36. Page 29, Section C.3.4.1.1 Providing Written Notice to the Commission Prior to Significant Meetings or Events, section removed based on Congressional ask.
- 37. Page 32, Section C.3.4.1.5.5 Annual Activities Report, identified requesting directorate, The CNA shall submit an annual report, no later than January 31, summarizing selected Quarterly Activities Report elements identified by the Commission Strategic Communications for the preceding year."
- 38. Page 31, Section C.3.4.1.6.1 Advertising and Supporting Materials. Section updated to be more in line with current online advertising demand. Section now reads "The CNA shall coordinate with the Commission Strategic Communications on advertising to include timing, content and placement on a schedule that provides the Commission Strategic Communications advance notice to avoid unnecessary duplication and expenditure of resources when SourceAmerica advertising includes both the SourceAmerica and AbilityOne Program brands. Where appropriate, the CNA shall reference the AbilityOne Program in Program-related advertising to explicitly link the CNA and the AbilityOne Program-related activities.

The CNA shall submit an annual calendar of proposed SourceAmerica and AbilityOne Program-related advertising no later than thirty (30) days before the annual period begins and subject to quarterly review. The CNA shall, to the extent practicable, submit SourceAmerica and AbilityOne Program-related federal audience campaign strategies and creative assets to the Commission PMO, for review with a ten (10) business day review cycle. Upon campaign review by Commission Strategic Communications, SourceAmerica will adjust and optimize creative assets for continued alignment within the campaign strategy. Any significant adjustments and changes through the life cycle of the campaign will be provided on a timely basis to Commission Strategic Communications.

Advertising must refer to the CNA in the appropriate format as listed below in 3.4.1.9: Trademark and Licensing and Sublicensing of AbilityOne name, trademark, and logo. Approved formats shall be deemed "pre-approved" for additional use until otherwise specified by the Commission Strategic Communications. The CNA shall consult and receive approval from Commission Strategic Communications when maintaining, obtaining, and/or distributing advertising for or about the AbilityOne Program and when and where the AbilityOne Program logo is used. As appropriate, the CNA shall consult with the Commission when maintaining or distributing public service advertising about the AbilityOne Program. As appropriate, the CNA shall provide signs, posters or other large-scale graphics as needed for promotional purposes."

- 39. Page 34, Section 3.4.1.9.c Trademark and Licensing and Sublicensing of AbilityOne name, trademark, and logo, removed delegated. Sentence now reads "in any professional manner wherein the CNA is performing its responsibilities as a designated CNA; and"
- 40. Page 35, Section C.3.4.1.9 para. 4 Trademark and Licensing and Sublicensing of AbilityOne name, trademark, and logo, language of notification added. Paragraph now

- reads "The CNA shall monitor and supervise the use of the trademark and logo, reporting any inappropriate use discovered by the CNA to the Commission PMO as soon as practicable, but no later than fifteen (15) business days."
- 41. Page 38, Section C.5.0 Quality Control Plan, section removed as it was for the initial agreement in 2016 but Minimum Requirements of Quality Control, remains. Section reads, "The CNA shall ensure the required services specified in this Agreement meet the quality standards outlined in the Agreement. The CNA shall obtain and maintain a third-party certification to a nationally recognized quality management standard, such as but not limited to ISO 9001, to align with quality control standards for similar organizations. The CNA shall provide copies of certifications and external audit reports as applicable. The CNA shall ensure delivery of the required services specified in this Agreement meet the quality standards outlined in the Agreement."
- 42. Page 39, Section C.6.2.2 Commission/CNA Win-Win Communications, "Specific topics" were removed as the language was prescriptive and restrictive. Paragraph now reads "To avoid any unnecessary issues and controversy and to settle minor problems and misunderstandings, the CNA and the Commission Program Management Offices shall meet at least once a month during the term of the Agreement, unless otherwise agreed to by both parties. The intent is to ensure that the operating environment under this Agreement evolves in an interactive positive and effective manner. A mutual effort shall be made to resolve problems identified during these meetings. The participants in these meetings will be determined by the Commission PMO and the CNA."
- 43. Page 40, Section D.1 Term of Agreement, Base and Option periods were removed and a period of performance of 1 year is added while the Commission completes its Strategic Plan which might require realignment of the Cooperative Agreements in 2022. "The period of performance for this Agreement is December 17, 2021 to December 16, 2022."
- 44. Page 40, Section D.1.D Section removed in its entirety as it is covered in prior statements.
- 45. Page 40, Section D.2 Dispute Resolution, language adjusted so Agreement Officer is POC. Paragraph now reads "If there are any disputes concerning this Agreement it shall be referred to the Agreement Officer who will confer with the CNA Chief Operating Officer within fifteen (15) days of the referral in order to resolve the dispute.
 - If the Agreement Officer is 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."

- 46. Page 41, Section D.4.B Termination, #3 and #4 removed as they were repetitive. Language in #1 now reads "By the Commission, if the CNA fails to comply with the terms and conditions of this Agreement, with 180 days' notice to effect a seamless transition of the CNA responsibilities;"
- 47. Page 51, Section E.14 COVID-19 Safeguard Policy, language updated to align with Safer Federal Workforce Task Force guidance. Section now reads, "On September 9, 2021, the President issued Executive Order 14042 ("the Order") to direct agencies to ensure that the parties that have contracts or contract-like arrangements with the Federal Government are providing adequate COVID-19 safeguards to their workers performing on or in connection with a contract or contract-like instrument. The Order was supplemented by the Guidance issued by the Safer Federal Workforce Task Force on September 24, 2021, as updated (the "Guidance"). The purpose of these safeguards is to decrease the spread of COVID-19, which will reduce worker absence, lower labor cost, and improve the overall efficiency of the Federal workforce.

In light of the legal challenges against the Order and Guidance, the CNA shall develop a COVID-19 Safeguard Policy that implements practices and procedures consistent with the Order and the Guidance. At a minimum, the CNA COVID-19 Safeguard Policy should address the following:

- a. <u>Vaccinations:</u> COVID-19 vaccination of employees directly or indirectly supporting AbilityOne contracts, except in limited circumstances where an employee is legally entitled to an accommodation permitted by federal, state, or local law, or where states have prohibited vaccination requirements.
- b. <u>Masking and Physical Distancing:</u> Compliance by individuals, including CNA employees and visitors, with the Guidance and Centers for Disease Control and Prevention guidance related to masking and physical distancing while in any CNA workplace.
- c. Designation by the CNA of a person or persons to coordinate COVID-19 workplace safety efforts at the CNAs workplaces.

The CNA COVID-19 Safeguard Policy shall be completed and submitted to the Commission PMO. The CNA shall be responsible for fully implementing the policy to ensure all employees are fully vaccinated unless otherwise exempted or where prohibited by law."

- 48. Page 53, Section F.4 Assignment, language added at the end for clarity, "Neither party hereto may assign this Agreement without the written consent of the other, such consent not to be unreasonably withheld; provided, however, that the Commission shall have the right to assign this Agreement to any other Federal Government agency."
- 49. Page 55, 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.

- 50. Page 55, Attachment 1 Deliverables Schedule, Annual Internal Control Reporting "office to submit to" changed from Commission Staff PMO, Pricing, and C&P to Director of Contracts and Pricing (C&P), Chief Financial Officer (CFO), and DOC.
- 51. Page 55, 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.
- 52. Page 56, Attachment 1 Deliverables Schedule, MOA/MOU Report due date changed to "As requested, within fifteen (15) business days".
- 53. Page 56, Attachment 1 Deliverables Schedule, Reserve Policy "office to submit to" changed from Commission Staff Deputy Director of Business Operations (Pricing) and GC to CFO.
- 54. Page 56, Attachment 1 Deliverables Schedule, Annual AbilityOne Revenue and Expenditures Report "office to submit to" changed from Commission Staff Deputy Director of Business Operations (Pricing), C&P, SCGA, and GC to C&P, Senior Advisor (SA), GC, and CFO.
- 55. Page 56, 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.
- 56. Page 56, Attachment 1 Deliverables Schedule, "Published Allocation and Recommendation Policy and Procedure" deliverable removed to align with PWS.
- 57. Page 56, Attachment 1 Deliverables Schedule, "Annual Allocation and Recommendation Report" office to submit to added C&P.
- 58. Page 56, Attachment 1 Deliverables Schedule, Complex Project Feasibility Analysis deliverable removed to align with PWS.
- 59. Page 56, Attachment 1 Deliverables Schedule, Changes to the Procurement list deliverable removed to align with PWS.
- 60. Page 57, Attachment 1 Deliverables Schedule, Co-Brand Report due date changed to "As requested, within fifteen (15) business days" to align with PWS.
- 61. Page 57, Attachment 1 Deliverables Schedule, Replacement Products Report due date changed to "As requested, within fifteen (15) business days" to align with PWS.
- 62. Page 57, Attachment 1 Deliverables Schedule, Fair Market Price (FMP) Documentation and Recommendations removed to align with PWS.

- 63. Page 57, Attachment 1 Deliverables Schedule, Quarterly FMP Service Project Reports changed to "Annual FMP Service Project Report" with due date of "Annually, as part of the 4th quarter report*"
- 64. Page 57, Attachment 1 Deliverables Schedule, Project-level Information deliverable removed to align with PWS.
- 65. Page 58, Attachment 1 Deliverables Schedule, List of Prime Contracts and supporting documentation, due date changed to "Annually, as part of the 4th quarter report"
- 66. Page 58, Attachment 1 Deliverables Schedule, NPA Risk and Financial Assessment Report** office to submit to changed to DOC.
- 67. Page 59, 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 and due date reflects Sixty (60) days.
- 68. Page 59, Attachment 1 Deliverables Schedule, Program Fee Expenditure Treatment and Reporting Report "office to submit to" changed from Commission Staff C&P to C&P, SA, and CFO.
- 69. Page 59, Attachment 1 Deliverables Schedule, Initial Quality Control Plan** deliverable removed to align with PWS.
- 70. Page 59, Attachment 1 Deliverables Schedule, Quality Control Inspection Report deliverable removed to align with PWS.
- 71. Page 60, Attachment 2 Quality Assurance Surveillance Plan, Table of Contents removed in its entirety.
- 72. Page 60, Attachment 2 Section 2– Description of Services removed two duplicate paragraphs: The overall purpose of this effort is to increase employment and training opportunities for persons who are blind or have other significant disabilities through the delivery of products and services to the Federal Government in accordance with the JWOD Act.
 - High value is associated with sustaining and increasing current employment levels and developing and executing new lines of business in the AbilityOne Program that also increase new employment opportunities.
- 73. Page 63, Attachment 2, 5.2 Language "To facilitate the surveillance of the CNA quality plan, the Commission will verify CNA compliance with designated Performance Objectives. The specific procedures to be followed in verifying the Performance Objectives are delineated in this plan." Removed for ambiguity.

- 74. Page 63, Attachment 2, 5.4 Surveillance Documentation renumbered from 5.5 to 5.4 since 5.4 was omitted in the numbering. Subsequent sections were renumbered to align with the correction.
- 75. Page 64, Attachment 2, Section 6 Methods of Surveillance paragraph "Each Performance Objective below will have unique quality standards and surveillance methodology. Enclosure 1 will be used to ensure consistent, timely, and accurate collection of CNA performance data for each of the defined performance objectives." removed in its entirety for ambiguity.
- 76. Page 72, Attachment 6 AR&C Review Process, removed in its entirety to align with PWS.
- 77. Throughout the document are changes to add appropriate Commission staff references to reduce confusion and standardized capitalizations.
- 78. Throughout the document are changes to page numbers and effective dates to keep in line with changes made.
- 79. Except as provided herein, all terms and conditions of this agreement remain unchanged and in full force and effect.

END MODIFICATION