

**MINNESOTA RIVER AREA AGENCY ON AGING®, INC.
NUTRITION SERVICES CONTRACT AMENDMENT #10 FOR CONTRACT YEAR 01.01.11 – 12.31.11
TO ORIGINAL CONTRACT #316-07-00C1-034-00W AND #316-07-00C2-035-00W OBLIGATIONS
DULY EXECUTED ON 12-12-06**

CONTRACTOR: Prairie Five Community Action Council, Inc.

PURCHASER OF SERVICE: Minnesota River Area Agency on Aging®, Inc. (successor to Minnesota River Area Agency on Aging)

PURPOSE OF AMENDMENT:

WHEREAS, the Minnesota River Area Agency on Aging®, Inc., as the designated Area Agency on Aging for the Southwest Planning and Service Area in Minnesota, has nutrition services Contracts identified as Contract #316-07-00C1-034-00W and #316-07-00C2-035-00W, with Prairie Five Community Action Council, Inc. to provide congregate and home delivered nutrition services; and

WHEREAS, the Area Agency on Aging and the Contractor agree that revisions to the budget and number of meals to be served are necessary for the extension of the Contract; and

WHEREAS, Article 1 provides that:

The terms of this Contract shall be January 1, 2007 through December 31, 2007, unless sooner terminated pursuant to this Agreement. The AAA has the option to renew the Contract annually for up to two additional years.

WHEREAS, Article 2 provides that:

- a) The Contractor shall provide the level of meals and nutrition services specified in the Request for Proposal (RFP), all Appendices attached thereto and the Contractor's responses to the RFP and approved by the AAA on September 20, 2006 and on file at the AAA offices at 410 Jackson Street, Mankato, Minnesota, 56002-3367, and incorporated by reference and made a part of this agreement, and as further detailed in the AAA Policy Manual on file; and
- c) The Contractor shall provide high quality nutritious meals and other nutrition services to eligible persons available five days a week, a minimum of 249 days per year, at congregate sites and home delivered meals to homebound persons in designated communities according to the Meal Service Information Chart (Appendix C of the RFP) plus or minus any locations added or discontinued since issuing the RFP. The majority of meals served will be hot with exceptions as further specified in the RFP. Second meals, week-end, holiday and evening meals may be made available on a limited basis with prior approval from the AAA, and must be targeted to individuals and communities with the greatest need; and
- d) Meals and nutrition services will be targeted to older individuals 60 years of age and over (or others as outlined in the RFP and its Appendices) with special efforts to reach frail older adults and others who are at the greatest risk of losing their independence including:
 - (1) Older individuals with the greatest economic needs and older individuals with the greatest social needs, with special attention to low income minorities and older individuals living in rural areas.
 - (2) Frail, disabled or functionally impaired.
 - (3) Limited mobility and difficulty accessing and preparing nutritious foods.

- (4) Rural or socially isolated.
 - (5) Limited or non-English speaking.
 - (6) Hearing or visually impaired; and
- e) This Contract is based on a minimum of 106,030 Congregate Meals to eligible persons. This meal count does not include elderly waiver or alternative care grant meals; and
 - f) This Contract is based on a minimum 28,000 Home Delivered Meals to eligible persons. This meal count does not include elderly waiver or alternative care grant meals; and
 - g) The Contractor at a minimum shall provide nutrition services including nutrition outreach, nutrition education, nutrition counseling and information and linkages as listed in the RFP; and
 - h) The Contractor shall conduct assessments as required for recipients of services using the most current National Aging Program Information System (NAPIS) forms; and
 - j) The Contractor must provide service to individuals who meet target population criteria, as specified in Article 2. d) above. The Contractor must provide service to older adults with the greatest economic need and to older adults with the greatest social need with emphasis on low income minority individuals.

Service must be provided to minority elderly in at least the same proportion as they are to the elderly population of the service area; and

- k) The Contractor will work with other aging service providers within the geographic service area, to identify clientele in need of service, to provide information and linkages to appropriate services and ensure that a comprehensive coordinated system of service is available to older people. The Contractor must be able to document coordination efforts, including agreements; and
- o) The Contractor will make arrangements for the availability of meals to older persons in weather-related and other emergencies, where feasible and appropriate; and
- q) The Contractor must agree to comply with General Assurances F1-7 (Appendix E of the RFP), including Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973, Older Americans Act of 1965, Minnesota Human Rights Act of 1989, and the Americans with Disabilities Act of 1990, and amendments thereto. The Contractor must periodically review its policies and practices to determine whether discriminatory practices are occurring, and take corrective action when necessary, to assure compliance with the above statutes and regulations; and
- r) The Contractor shall develop and publish a schedule of suggested contributions consistent with AAA guidelines and shall advise participants of the opportunity to contribute towards the cost of the service. In no case shall the Contractor deny the provision of a service to an individual who is unable or unwilling to make a contribution. The Contractor may not charge a program service fee; and
- s) The Contractor shall include on all printed materials the following phrase:

"Funded under contract with the Minnesota River Area Agency on Aging as part of the Older Americans Act Program."; and

- t) The Contractor shall meet with AAA staff on an as-needed basis to review Project operations, and shall allow AAA personnel access to program records, front-line staff and Project clients.

WHEREAS, Article 3 provides that:

- a) The total budget for the Project shall be as specified in the Contractor's response to the RFP Price Questionnaire, which is incorporated by reference and made a part of this Agreement; and
- b) The total congregate meal funds to be paid for CY 2007 purchased services shall not exceed \$175,341 of Federal C1 funds, State Nutrition funds of \$39,287, State Expansion funds of \$3,282 and State Nutrition Support Services funds of \$1,641; and
- c) The total home delivered meal funds to be paid for CY 2007 purchased services shall not exceed \$67,190 of Federal C2 funds, State Nutrition funds of \$3,658, State Expansion funds of \$3,282 and State Nutrition Services funds of \$1,640; and
- d) This Contract is based on an estimated NSIP allocation of \$73,630 for congregate and/or home delivered meals or as determined by the AoA/NSIP fiscal year. NSIP funds can be used for meal costs only; and
- e) The Contract is based on voluntary participant contributions at a minimum of \$2.72 per congregate meal served and \$2.40 per home delivered meal served. The Contractor keeps participant contributions above the agreed upon rate per quarter. The Contractor assumes the risk when contributions fall below the agreed upon rate. The Contractor must be eligible to accept food stamps for meal contributions; and
- f) The Contract is based on a federal cash cost of \$1.65 per contracted eligible congregate meal and a federal cash cost of \$2.40 per contracted eligible home delivered meal; and
- g) The Contractor shall provide a minimum of 15% in non-federal cash and/or in-kind matching funds of Project's net costs for each program. Written verification shall be provided at the time of billing; and
- h) The meal price includes all costs associated with the meal including transport vehicles, food handling and transport equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups and other accessories required to serve a complete meal with appropriate condiments, as required herein (which will include but not be limited to salt, pepper, sauces, salad dressing, mustard and catsup).

WHEREAS, Article 4 provides that:

- a) In no event shall the total Project funds available under this Agreement exceed the sum of \$175,341 federal C1; \$39,287 state nutrition; \$3,282 state expansion; \$1,641 state nutrition support services plus NSIP, donations, interest and other income for congregate meals; and \$67,190 federal C2; \$3,658 state nutrition; \$3,282 state expansion; \$1,640 state nutrition support services plus NSIP, donations, interest and other income for home delivered meals; and
- b) The Contractor shall provide a minimum of 15% in match resources which are duly recorded and applied to the provision of services stipulated in the scope of services. Written verification should be provided to the AAA at the time of quarterly billing. The Contractor shall generate no

less than \$30,943 (congregate) and \$11,857 (home delivered) in Non-Title III cash and in-kind resources (for example: cash from cities and counties, income from Head Start meals, or provider cash) subject to Article 3. g) above; and

- c) It is understood that the Contract payment is contingent upon availability of funds through Title III of the Older Americans Act, NSIP funds and state funds from the Minnesota Legislature.

Should reductions in funds or project income occur, the AAA has the right to reduce the amount of federal funds awarded. At that time, the Contractor would be responsible to incorporate other resources/funding to serve the number of meals agreed upon as stated in this Contract; and

- d) The Contractor shall submit by the 10th day of each month the number of NSIP eligible meals for reimbursement; and
- e) The Contractor shall submit by the 10th day of each month the total meals provided the previous month. Reimbursement shall be based on the reported actual meals provided multiplied by the applicable service unit rate contained in the budget pages of the Request for Proposal.
 - (1) Meals and nutrition services must meet all applicable standards and definitions in the Contract and Appendices to qualify for reimbursement.
 - (2) In no event shall reimbursement of service exceed the total annual budget for the service, regardless of the number of service units provided by the Contractor.
 - (3) If reports are not received by the due date, the AAA retains the right to withhold reimbursement to the Contractor until such time they are received; and
- f) The Contractor shall submit monthly NAPIS reports by the 10th day of each month; and
- g) The federal share of the project cost is only when the cost is accrued and the local non-federal share of the cost has been contributed; and
- h) The Contractor shall maintain records of all non-federal matching contributions and shall submit such calculation with the quarterly request to the AAA; and
- i) The Contractor shall be responsible for the collection and deposit of all project income. Such income shall be reported on a quarterly basis to the AAA; and
- j) Income generated as a result of the federal award must be applied to the cost of service and used to expand nutrition services. This excludes participant contributions above the agreed upon rate per quarter. The Contractor may keep participant contributions above the agreed upon rate per quarter; and
- k) The Contractor shall provide quarterly and accumulated year-to-date financial and statistical reports and narrative information on prescribed forms. These reports are due the 10th day of the month following the end of the quarter and are due on April 10th, 2007; July 10th, 2007; October 10th, 2007; and January 10th, 2008; and
- l) A complete year end copy of all "raw food" inventories is required to be submitted to the AAA by January 31, 2008.

WHEREAS, Article 5 provides that:

- a) The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without written notification and prior approval of the AAA. All Subcontracts shall be subject to the requirements of this Contract and shall be submitted to the AAA on the prescribed forms. The Contractor shall be responsible for the performance of any Subcontractor; and
- c) The Contractor shall obtain a signed certification from each Subcontractor prior to engaging in service (a sample Subcontractor Certification Form is attached as Appendix A).

WHEREAS, Article 8 provides that:

- h) The Contractor shall maintain records at its principal office for five years following the final audit resolution.

WHEREAS, Article 9 provides that:

- a) **BONDING.** The Contractor shall obtain and maintain at all times, during the terms of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in an amount equivalent to the award; and
- c) **INSURANCE.** The Contractor does further agree that, in order to protect itself as well as the AAA under the indemnity agreement provisions herein set forth, it will, at all times during the term of the contract, have and maintain a liability insurance policy in the amount of \$1,000,000 per occurrence.

The Contractor, prior to commencing work, will provide to the AAA certificates of insurance indicating the required insurance and limits are and will remain in full force and effect during the terms of the Agreement.

The Contractor shall be liable at all times for damages to or the destruction of the Contractor's equipment and materials, including the loss or use thereof, regardless of how such damage or destruction occurs.

WHEREAS, Article 10 provides that:

- h) Authorized Agent for the Contractor:
Debra J. Larson, Executive Director

Authorized Agent(s) for the AAA:
Linda Giersdorf, Executive Director or her designee; and

WHEREAS, Article 11 provides that:

- a) It is understood by that there has been a procedural challenge to the AAA's selection of proposals for entering into 2007 nutrition services contracts. This challenge was brought before the Minnesota Board on Aging on November 15, 2006 and they unanimously voted to uphold the decision of the AAA and its selection of 2007 nutrition services providers.

It is also understood and agreed upon that in the event additional legal action is taken in regard to this matter and a legal decision is rendered that does not uphold the decision of the AAA, the 2007 nutrition procurement process is invalid and this contract is immediately voided; and

- b) The Contractor must submit to the AAA a detailed plan for decreasing the federal cost per unit for congregate and home delivered meals, including goals, timelines, and specific action steps to be taken to accomplish the goals. In addition, the plan must include policies and procedures for federal cost-cutting efforts such as closing dining sites, combining central kitchens, etc. The Contractor shall submit the completed plan to the AAA by May 31, 2007 for review and approval.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES,

THAT, the original Contract and this Amendment are made and entered by and between the Minnesota River Area Agency on Aging®, Inc. and Prairie Five Community Action Council, Inc. (Contractor), a Minnesota non-profit corporation, with its principal office located at 719 North Seventh Street, Suite 302, Montevideo, Minnesota for Congregate and Home Delivered Nutrition Services during 2011.

THAT, this Contract for Nutrition Services funded through the Minnesota River Area Agency on Aging®, Inc. is now assigned and identified as Contract #316-11-00C1-034-00W for Congregate Meals and Contract #316-11-00C2-035-00W for Home Delivered Meals.

THAT, Article 1 shall be amended to read:

The terms of this Contract shall be January 1, 2011 through December 31, 2011, unless sooner terminated pursuant to this Agreement. The AAA has the option to renew the Contract annually for up to four additional years (for a maximum of 5 contract years).

THAT, Article 2 shall be amended to read:

- a) The Contractor shall provide the level of meals and nutrition services specified in the Request for Proposal (RFP), all Appendices attached thereto and the Contractor's responses to the RFP and approved by the AAA on September 20, 2006 and on file at the AAA offices at 10 Civic Center Plaza, Suite 3, Mankato, Minnesota, and incorporated by reference and made a part of this Agreement, and as further detailed in the AAA Policy Manual on file. Exceptions shall include all documents included in the final 2011 Contract Renewal Proposal and it's revised Cost and Revenue Proposal approved October 4, 2010 for Prairie Five Congregate and Home Delivered Meals Programs, submitted to the AAA by the Contractor, which are incorporated by reference and made part of this Amendment; and
- c) The Contractor shall provide high quality nutritious meals and other nutrition services to eligible persons available five days a week, a minimum of 253 days per year, at congregate sites and home delivered meals to homebound persons in designated communities according to the revised Meal Service Information Chart which is incorporated by reference and made part of this Amendment plus or minus any locations added or discontinued since submission of the chart. The majority of meals served will be hot with exceptions as further specified in the RFP. Second meals, week-end, holiday and evening meals may be made available on a limited basis with prior approval from the AAA, and must be targeted to individuals and communities with the greatest need; and
- d) Congregate meals will be targeted to individuals age 60+ who are at moderate to high nutrition risk¹. Home delivered meals will be targeted to individuals age 60+ who are at high nutrition

risk and have 2 or more limitations in Activities of Daily Living (ADLs) i.e., walking, positioning, grooming, transferring, bathing, toileting, dressing, and eating.

Greater priority will be given to individuals with incomes at or below poverty level² and who meet at least one of the following criteria: (a) member of a diverse population³, (b) limited English proficiency, and/or (c) lives in rural⁴ area; and

- e) This Contract is based on a minimum of 90,036 Congregate Meals to eligible persons. This meal count does not include meals reimbursed through the Elderly Waiver, Alternative Care, or Community Alternatives for Disabled Individuals Programs or other ineligible meals; and
- f) This Contract is based on a minimum 23,437 Home Delivered Meals to eligible persons. This meal count does not include meals reimbursed through Elderly Waiver, Alternative Care, or Community Alternatives for Disabled Individuals Programs or other ineligible meals; and
- g) DELETE; and
- h) The Contractor shall conduct assessments as required for recipients of services using the most current National Aging Program Information System (NAPIS) forms. The Contractor shall ensure that current, accurate and comprehensive participant data is obtained and entered, within 30 days of completion of the registration form, into the MBA approved participant tracking database application used for meeting the requirements of the U.S. Administration on Aging's National Aging Program Information System (NAPIS).
- j) DELETE; and
- k) DELETE; and
- o) The Contractor will make arrangements for the availability of meals to older persons in weather-related and other emergencies, where feasible and appropriate. The Contractor will provide a Continuity of Operations Plan for Home Delivered Meals to the AAA by March 31, 2011. The AAA will provide instructions regarding plan contents; and
- q) The Contractor agrees to comply with the Assurances of Compliance and Certifications Required by Federal Law and General Assurances E.(1)-(7) in the RFP which is referenced and made part of this Agreement – including Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973. The Civil Rights Complaint Procedure, provided by the AAA, must be posted at all nutrition sites and made available to all recipients; and
- r) The Contractor shall develop and publish a schedule of suggested contributions consistent with AAA guidelines and shall advise participants of the opportunity to contribute towards the cost of the service. In no case shall the Contractor deny the provision of a service to an individual who is unable or unwilling to make a contribution. The contractor shall charge the full cost for the meal to ineligible persons; and

¹Moderate nutrition risk: an individual who scores 3-5 on the DETERMINE Your Nutritional Risk checklist published by the Nutrition Screening Initiative. High nutrition risk: an individual who scores 6 or higher.

(www.jbpub.com/samples/0763730629/Frank_Appendix10D.pdf).

²<http://aspe.hhs.gov/poverty/09poverty.shtml>

³Diverse populations include: African American or Black, Alaskan Native, American Indian, Asian, Native Hawaiian/Pacific Islander and Hispanic/Latino elders (NAPIS State Program Report, AoA).

⁴Rural: any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants (NAPIS Reporting Requirements, OMB Approval Number 0985-0008, Expires 5/31/2010).

s) The Contractor shall include on all printed materials the following phrase:

"Funded under contract with the Minnesota River Area Agency on Aging®, Inc. as part of the Older Americans Act Program."; and

- t) The Contractor shall meet quarterly, in person or via telephone, with AAA staff to review Project operations, service trends, implementation of PeerPlace software, NAPIS data completion and accuracy, and progress on targeting services. The Contractor shall grant AAA personnel access to program records, front-line staff and Project participants; and
- y) ADD: The Contractor assures that the services they are providing as an agency are included or will be registered in the MinnesotaHelp.info® database of services for seniors in the State of Minnesota. AAA staff will share instructions with the Contractor regarding this process.

THAT, Article 3 shall be amended to read:

- a) The total budget for the Project shall be as specified in the Contractor's revised Cost and Revenue Proposal dated August 19, 2010, which is incorporated by reference and made a part of this Agreement; and
- b) DELETE; and
- c) DELETE; and
- d) DELETE; and
- e) The Contract is based on voluntary participant contributions of \$270,108 for congregate meals and \$66,624 for home delivered meals served. The Contractor must be eligible to accept the federal Food Support Program for meal contributions; and
- f) The Contract is based on a per meal payment of \$3.34 for contracted eligible congregate meals and a per meal payment of \$4.05 for contracted eligible home delivered meals; and
- g) The Contractor shall provide a minimum of 15% in non-federal cash and/or in-kind matching funds of Project's net costs for each program. The Contractor shall generate no less than \$32,708 (Congregate) and \$12,971 (Home Delivered) in non-Title III cash and in-kind resources; and
- h) DELETE; and
- j) ADD: All income generated as a result of the federal award must be applied to the cost of service and used to expand nutrition services within the contract year.

THAT, Article 4, parts a) through l) shall be deleted and amended to read:

Monthly Meal Reporting and Payment

- a) The Contractor shall submit no later than the 15th day of each month, on prescribed forms, the total meals provided the previous month.
- The AAA will verify the eligible meal count by comparing it against the data contained in the NAPIS reporting application as of the date indicated on the provider's monthly meal report.
 - Payment shall be based on the reported and verified eligible meals provided multiplied by the

applicable payment rate contained in Article 3f above.

- (1) Meals must meet all applicable standards and definitions in this Agreement and Appendices to qualify for payment.
 - (2) In no event shall payment of service exceed the total annual budget for the service, regardless of the number of service units provided by the Contractor.
 - (3) If reports are not received by the due date, the AAA or its assigns retains the right to withhold payment to the Contractor until such time they are received or the next month, whichever is later; and
- b) The Contract payment is contingent upon availability of funds through Title III of the Older Americans Act, Nutrition Support Incentive Program (NSIP) and state nutrition funds from the Minnesota Legislature; and
 - c) The federal share of the project cost is earned only when the cost is accrued and the local non-federal share of the cost has been contributed. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds; and

Quarterly Financial Reporting

- d) The Contractor shall provide (at a minimum) quarterly financial reports on prescribed forms; and
- e) These reports are due no later than the 15th day of the month following the end of the quarter and are due on April 15, 2011; July 15, 2011; October 15, 2011; and January 15, 2012; and
- f) The Contractor shall provide written verification of the 15% minimum match to the AAA at the time of quarterly financial reporting; and
- g) The Contractor shall be responsible for the collection and deposit of all project income. Such income shall be reported on a quarterly basis to the AAA; and

Quarterly Targeting Discussion

- h) At the end of each quarter, the Contractor will meet with the AAA to discuss: 1) progress on improving the accuracy and comprehensiveness of participant data as it appears in the NAPIS database and 2) progress on targeting nutrition services based on the criteria outlined in the Title III-C Minimum Nutrition Standards/Definitions.

The following reports from the NAPIS database will be generated and will be the basis of the discussion. Documentation regarding issues discussed, identified challenges/barriers, and agreed upon action steps shall be developed by the AAA, reviewed by the Contractor and kept on file. Other existing and future NAPIS reports may also be used as discussion items relating to Contractor compliance with Contract expectations.

NAPIS reports include:

- Nutrition Risk: MN 102 or comparable PeerPlace report
- Race/Ethnicity, Rural, Income, 2+ ADL limitations: MN 02a or comparable Peer Place report; and

Raw Food Inventory

- i) A complete year end copy of all "raw food" inventories is required to be submitted to the AAA by January 31, 2011; and

Final Financial Report

- j) The Contractor will submit a final financial report for congregate and home-delivered nutrition services. This report is due 90 days after the end of the Contract year.

THAT, Article 5 shall be amended to read:

- a) The Contractor shall not enter into Subcontracts for any of the work contemplated under this Agreement without written notification and prior approval of the AAA. All Subcontracts shall be subject to the requirements of this Agreement. The contractor shall be responsible for the performance of any Subcontractor; and
- c) The Contractor shall obtain a signed certification from each Subcontractor prior to engaging in service (the Subcontractor Certification form is attached as Appendix A). The Contractor shall submit copies of all signed Subcontractor Certification Forms to the AAA by the end of the 1st quarter of the Contract year.

THAT, Article 8 shall be amended to read:

- h) The Contractor shall maintain records at its principal office for six years following final audit resolution.

THAT, Article 9 shall be renamed **INDEMNITY AND INSURANCE REQUIREMENTS** and shall be amended to read:

- a) DELETE; and
- c) **Insurance Requirements.** The Contractor shall not commence work under the contract until they have obtained all the insurance described below. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies. Please note, Community Action Agencies, and other municipal entities specified in Minnesota Statutes 2009, section 466.01, are held to different liability insurance limits, as outlined in Minnesota Statutes 2009, section 466.04.

- 1) **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

- 2) **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** amounts are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

AAA named as an Additional Insured

- 3) **Commercial Automobile Liability:** Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile

- 4) **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of AAA. If the Contractor desires authority from AAA to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the AAA can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and the Contractor shall maintain such insurance for a period of at least three (3)

years, following completion of the work. If the Contractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

5) Blanket Employee Theft/Employee Dishonesty Insurance.

The Contractor is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. AAA will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may Contractors provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Contractor must furnish the AAA with a certificate of employee theft/employee dishonesty insurance.

Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to AAA with respect to any claim arising out of Contractor's performance under this Contract;
- Contractor's policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or non-renewed without at least thirty (30) days advanced written notice to AAA ;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d. above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

The AAA reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by AAA, and copies of policies must be submitted to AAA authorized representative upon written request.

THAT, Article 10 shall be amended to read:

h) Authorized Agent for the Contractor:
Jim Dalvang, Chairman

Authorized Agent(s) for the AAA:
Linda Giersdorf, Executive Director or her designee

THAT, Article 11 shall be amended to read:

- a) The Contract award is contingent upon one or more project staff participating in a three-part on-line educational program entitled "Sustaining Your Nonprofit into the Future: A Curriculum for Home and Community Based Service Providers" and reporting completion of the program to the MNRAAA grant/contract manager in the project's first quarter report. The program can be accessed at <http://www.dhs.state.mn.us/sustainability/>.

THAT, all other sections of the original Contract remain unchanged.

THAT, this Amendment supersedes the Contract, Contract Amendment #1, Contract Amendment #2, Contract Amendment #3, Contract Amendment #4, Contract Amendment #5, Contract Amendment #6, Contract Amendment #7, Contract Amendment #8 and Contract Amendment #9 duly executed on 12.12.06, 03.08.07, 12.14.07, 02.11.08, 03.25.08, 10.23.08, 12.05.08, 10.30.09, 12.23.09 and 11.09.10 respectively.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be duly executed intending to be bound thereby.

APPROVED AS TO FORM AND EXECUTION DATED: December 6, 2010.

I. **MINNESOTA RIVER AREA AGENCY ON AGING®, INC.**

By: _____

Title: Chairman

Date: December 6, 2010

II. **PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC.**

By: _____

Title: _____

Date: _____

Compliances: The Minnesota River Area Agency on Aging®, Inc. agrees to abide by and assures that no person in the United States shall on the grounds of sex, age, race or religion be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with the operations of the Contract. All contractors, subcontractors, grantees and consultants must be Equal Opportunity/Affirmative Action employers and support incorporation of the ADA.