

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 0010-0444	3. EFFECTIVE DATE OF AMENDMENT ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	4.
2. RENEWAL No. Amendment #2 (12/10)		

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Action/
Housing Services
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2009.
- B. To render services from July 1, 2010 through June 30, 2011, in accordance with the amended contract operating budget and new service levels.
- C. Minor Home Repair (RPR) – Increasing the Minor Home Repair budget to \$12,274 and increasing related units of direct service.
- D. Adding Gila County Policies - Attachment “A” – Legal Arizona Workers Act Compliance, Anti-Terrorism Warranty and Agreement Cancellation

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9. GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES	10. PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
TYPED NAME Michael A. Pastor	 TYPED NAME Olivia B. Guerrero
TITLE Chairman, Gila County Board of Supervisors	TITLE President/CEO
DATE	DATE 3-3-11

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney

DATE: _____

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 0010-0444, Amendment #2 (12/10)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

- Area Agency on Aging, Region V (AAA)
- Supplemental Payment Program (SPP)
- Title V
- United States Department of Agriculture (USDA)
- Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$ 6,537

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2009 to June 30, 2010 is \$10,500
Maximum amount during the period from July 1, 2010 to June 30, 2011 is \$12,274

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	\$12,274

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.
- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

- A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
 - Congregate Monthly Meals Report (10th)
 - Home Delivered Meals Monthly Meals Report (10th)
 - Monthly Social Services (10th)
 - Congregate Meals Registration Form w/Nutrition Score - Weekly
 - Service Utilization Log (Service Log) (3rd)
 - Monthly Education/Activities Report (10th)
 - Calendar of Activities (10th)
 - Food Cost Report (10th)
 - Nutrition Education Report (10th)
 - Transportation Summary Sheet (10th)
 - Menu Cycle for RD approval - Quarterly
 - Outreach Report - Quarterly
 - Non-Client Supportive Service Report – FCSP and roster (10th)
 - Monthly, Ramp Loan Report (10th)

- B. Supplemental Payment Program
 - ASCAP – Arizona Standardized Client Assessment Form (3rd)

- C. Arizona Long Term Care Services (ALTCS)
 - PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	20	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (6) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (7) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (8) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS
 CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Contract Number: 0010-0444 FOR PERIOD Prepared by: M. Buzan
 Gila County Community Action/Housing Services Amend. #2 (12/10) From:7/01/10 To:6/30/11 Date: July 1, 2010

REVENUES

Services	Home Repair (RPR)									GRAND TOTAL
Totals	12,274	0	0	0	0	0	0	0	0	12,274
AREA AGENCY CEILING	12,274									12,274
TITLE V										0
U.S.D.A.										0
ALTCS										0
OTHER CEILING										0
OTHER CEILING										0
OTHER CEILING										0
REIMBURSEMENT CEILING	12,274	0	0	0	0	0	0	0	0	12,274
PROGRAM INCOME										0
NON-FEDERAL INKIND										0
NON-FEDERAL CASH										0
OTHER NON-FEDERAL CASH										0
TITLE V										0
OTHER FEDERAL										0
TOTAL REVENUE	12,274	0								12,274

EXPENSES

Budget Categories										
Personnel										0
ERE										0
Professional/Outside	11,737									11,737
Travel										0
Space										0
Equipment										0
Material/Supplies	537									537
Operating Svcs.										0
Allocated Indirect										0
TOTAL EXPENSES	12,274	0								12,274
SUBTOTAL/Direct Svcs.										
SUBTOTAL/Purchased Svcs.	12,274	0								12,274
SERVICE TOTAL	12,274	0	0	0	0	0	0	0	0	0
No. of Units Direct	20									
No. of Units Purchased										
Unit Rate/Direct	613.70									
Unit Rate/Purchased										
Unit Rate/Contract										

ATTACHMENT "A"

PINAL-GILA COUNCIL FOR SENIOR SERVICES CONTRACT #0010-0444, AMENDMENT #2 (12/10)

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**.