

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **Northwest Focal Point Senior Center District**, hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties,” to amend Contract JP117-08-2018.

The purpose of this amendment is to change the terms of the Contract, increase the Contract amount, amend language, and amend and introduce attachments.

(1) Initial Paragraph is hereby amended to read as follows:

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **Northwest Focal Point Senior Center District**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract JM018-08-2020, and its successor, incorporated herein by reference.

(2) Section I.B.1. is hereby amended to read as follows:

**B. Final Request for Adjustments:**

1. Final request for budget revisions or adjustments to contract funds based on expenditures for services provided through September 30, 2018 must be submitted to the Council by September 30, 2018.

(3) Section II.A. is hereby amended to read as follows:

**A. Contract Amount:**

The Council agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$32,243.50** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

(4) Section II.C. is hereby amended to read as follows:

**C. Source of Funds:**

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the Contractor pursuant to this contract are derived from state grant and aids appropriations through the State of Florida Department of Elder Affairs and consist of the following:

<b>Program Title</b>	<b>Year</b>	<b>Funding Source</b>	<b>CSFA#</b>	<b>Fund Amounts</b>
Emergency Home Energy Assistant Program	2017 - 2018	United States Department of Health and Human Services	93.568	<b>\$32,243.50</b>
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$32,243.50</b>

(5) Sections III.A, B and C are hereby amended to read as follows:

**III. Contractor and Council Mutually Agree:**

**A. Term of Contract**

This contract will begin on April 1, 2017 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on September 30, 2018.

**B. Termination, Suspension, and/or Enforcement:**

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Paragraph 51 and Paragraph 53 of the Master Contract JM018-08-2020.

**C. Contractor Responsibility**

Notwithstanding the pass through language contained in Paragraph 23 of the Master Contract JM018-08-2020, the Contractor maintains responsibility for the performance of all subcontractors in accordance with all applicable federal and state laws.

(6) Section 2.1.3.15 is hereby amended to read as follows:

**2.1.3.15** Contractor shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

(7) Section 2.3 is hereby amended to read as follows:

**2.3 DELIVERABLES**

Contractor shall report monthly the following on Contractor's Request for Payment, Attachment IV, as described in Section 3.2 of this Contract:

- (1) The total number of individuals served with crisis assistance for the reporting period;
- (2) The total number of individuals ineligible or denied assistance during the reporting period;
- (3) The total number of individuals referred to other community resources for energy assistance during the report period; and
- (4) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract.

(8) Section 3.2 is hereby amended to read as follows:

**3.2 INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT**

All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract, refer to the Invoice Report Schedule, Attachment II.

(9) Section 3.2.1 is hereby amended to read as follows:

**3.2.1** All requests for payment and expenditure reports submitted to support requests for payment shall be on DOE forms 106P and 105P, Attachment IV, accompanied by:

- (1) The EHEAP Expenditure Summary for Administration and Outreach expenses, Attachment V. This report must be submitted via email in an Excel spreadsheet.
- (2) The EHEAP Crisis Client report, Attachment VI.
- (3) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract. A statement to this effect is included in the 106P form.
- (4) The following data shall be reported in the 106P form:
  - a. Total number of clients served with crisis energy assistance for the reporting period,
  - b. Total number of clients ineligible or denied assistance during the reporting period,and

c. Total number of clients referred to other community resources for energy assistance during the reporting period.

(10) Section 3.2.2 is hereby amended to read as follows:

**3.2.2 Date for Final Request for Payment**

The final request for payment will be due to the Council no later than **October 24, 2018**.

(11) Section 3.2.5 is hereby amended to read as follows:

**3.2.5** Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract JM018-08-2020.

(12) Section 3.2.8 is hereby amended to read as follows:

**3.2.8 Payment Withholding**

Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract JM018-08-2020.

(13) Section 3.3.6 is hereby amended to read as follows:

**3.3.6 Cost Analysis Report and Budget Detail**

Contractor shall submit a completed Cost Analysis Report, Attachment VIII, which shall reflect Administrative, Outreach, and Crisis Service allocations to explain the expenditures' allowability, allocability, and reasonableness. The Cost Analysis Report shall be submitted and approved by the Council prior to this contract's execution, as well as, all subsequent amendments that affect the budget.

Contractor shall submit to the Council's Contract Manager the EHEAP Administrative and Outreach Expense Budget Detail, Attachment IX. The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted.

The Administrative and Outreach Expense Budget Detail shall include all Contractor positions of employees, agents and representatives performing administrative and outreach functions for the EHEAP. The following information shall be included for each individual:

- (1) Position title,
- (2) All funding sources for salary and benefits, with corresponding percentage, totaling 100 percent,
- (3) Hourly wage,
- (4) Total salary and benefit amounts for each individual,
- (5) Estimated number of hours on EHEAP functions,
- (6) Estimated number of hours on Non-EHEAP functions,
- (7) Estimated salary to be paid by EHEAP,
- (8) EHEAP duties and functions for each position.

(14) Section 3.5.4 is hereby amended to read as follows:

**3.5.5** If, or to the extent, there is any conflict between Sections 3.5 – 3.5.4 and Section 39 of the Master Contract JM018-08-2020, subsections 3.5 – 3.5.4 shall have precedence.

(15) Section 3.3.4 is hereby renumbered to read as follows:

**3.5.4 Remedies-Nonconforming Services**

(1) The Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.

(2) Any nonconforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises the Contractor’s ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

(16) Attachment II is hereby replaced with the amended Attachment II.

(17) Attachment III is hereby replaced with the amended Attachment III.

(18) Attachment IX is hereby introduced.

This amendment will be effective on the last date that this amendment has been signed by both Parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the JP117-08-2018 contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 8 page amendment to be executed by their undersigned officials as duly authorized.

**Contractor:** Northwest Focal Point Senior Center District

**Areawide Council on Aging of Broward County, Inc.**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: THEODORA WILLIAMS

TITLE: \_\_\_\_\_

TITLE: PRESIDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal Tax ID: 59-2154528  
Fiscal Year Ending Date: September 30

# 020-791-575  
DUNS Number

**ATTACHMENT II**

**INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Council On This Date</u>
1	April Expenditure Report	May 5
2	May Expenditure Report	June 7
3	June Expenditure Report	July 7
4	July Expenditure Report	August 7
5	August Expenditure Report	September 7
6	September Expenditure Report	October 6
7	October Expenditure Report	November 7
8	November Expenditure Report	December 7
9	December Expenditure Report	January 8
10	January Expenditure Report	February 7
11	February Expenditure Report	March 7
12	March Expenditure Report	April 6
13	April Expenditure Report	May 7
14	May Expenditure Report	June 7
15	June Expenditure Report	July 6
16	July Expenditure Report	August 7
17	August Expenditure Report	September 7
18	September Expenditure Report	October 8
19	Final Expenditure Report	October 24

Note # 1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 2: Reports submitted after the 10th of the month may be processed the following month.

**ATTACHMENT III**

**BUDGET SUMMARY**

**EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM BUDGET**

**ADMINISTRATIVE COSTS**

PERSONNEL

TOTAL PERSONNEL \$0.00

RECURRING EXPENSES:

Fringe Benefits

Building Space

Communications & Utilities 2,819.77

Equipment

Printing & Supplies

Travel

Other

TOTAL RECURRING EXPENSES \$2,819.77

**TOTAL ADMINISTRATIVE BUDGET** \$2,819.77

**OUTREACH COSTS**

PERSONNEL

Information & Referral Specialist \$4,475.91

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TOTAL PERSONNEL \$4,475.91

RECURRING EXPENSES:

Fringe Benefits \$404.25

Building Space

Communications & Utilities

Equipment

Printing & Supplies

TOTAL RECURRING EXPENSES \$404.25

**TOTAL OUTREACH BUDGET** \$4,880.16

**TOTAL EHEAP Benefits (Crisis)** \$24,543.57

**TOTAL** \$32,243.50

Projected minimum number of Consumers to be served (Crisis): 41

NOTE: Eligible households may be provided with one benefit per season up to six hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

