

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," amends Contract JA114-08-2014.

The purpose of this amendment is to increase the contract amount by \$14,750.60 and to increase the level of services accordingly. This amendment changes total contract funding from \$245,298.00 to \$260,048.60. This amendment also includes the following changes: (1) introduce Section 1.2 to the Standard Contract; (2) amend Section 4; (3) amend Section 7.6; (4) amend Section 1.2.2.1 of Attachment I; (5) amend Section 2.1.4.1; (6) amend Section 2.6.2; (7) amend Section 2.7.4; (8) amend Section 3.1.1; (9) amend Section 3.3.2; (10) amend Section 3.3.6; (11) amend Section 3.4; (12) revise and replace Attachment III, Exhibit-I; (13) revise and replace Attachment VIII, Budget Summary.; (14) revise and replace Attachment A; (15) revise and replace Attachment F; and (16) revise and replace Attachment G.

(1) Section 1.2 of the Standard Contract is hereby introduced to read:

**1.2 Areawide Council on Aging of Broward County Mission Statement**

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

(2) Section 4 is hereby amended to read:

**4. Contract Amount**

The Council agrees to pay for contracted services according to the terms and conditions of this contract in the amount not to exceed \$260,048.60 subject to the availability of funds. \$ 217,767.00 represents Federal Older Americans Act (OAA) Title III B funds, \$ 38,947.60 represents Areawide Council on Aging (AAA) local matching funds for Title III B, \$ 3,000.00 represents Federal OAA Title III E funds and \$ 334.00 represents AAA local matching funds for Title III E. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

(3) Section 7.6 is hereby amended to read:

**7.6** In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract with the Council for goods or services of \$750,000.00 or more. Pursuant to s. 287.135 F.S., the Council may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this contract contains \$750,000.00 or more, the Contractor shall complete and sign **ATTACHMENT F**, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

(4) Section 1.2.2.1 of Attachment I is hereby amended to read:

**1.2.2.1 Incorporation of Reference Memoranda**

In accordance with Ch. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purchases and incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, July 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006.

(5) Section 2.1.4.1 is hereby amended to read:

**2.1.4.1** The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

(6) Section 2.6.2 is hereby amended to read:

**2.6.2** The Contractor shall develop and document strategies in the service provider application to support the Council's standard of performance achievement of the following:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (4) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (5) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (6) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (7) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (8) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (9) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (10) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

The Contractor's performance of these measures will be reviewed and documented in the Council's annual monitoring reports.

(7) Section 2.7.4 is hereby amended to read:

**2.7.4** The Contractor agrees to distribute funds as detailed in service provider application and the **Budget Summary, ATTACHMENT VIII** to this contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

(8) Section 3.1.1 is hereby amended to read:

**3.1.1** The Contractor agrees to distribute funds as detailed in the service provider application and the **Budget Summary, ATTACHMENT VIII**. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the total amount of funds identified on the Budget Summary form require a contract amendment.

(9) Section 3.3.2 is hereby amended to read:

**3.3.2 Financial Consequences**

Contractor shall ensure the provision of services to the projected number of clients in accordance with the service provider application as updated and within the contract amount. The Contractor shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit

rates established in the service provider application. In the event the Contractor has a surplus of 1% or more at the end of the contract term, the Council may reallocate 1% of the carry forward amount in the next contract term to other Contractor found to be serving clients to the fullest extent of their allocated budgets. . If, or to the extent, there is any conflict between this paragraph and paragraphs 40 and 40.1 of the standard contract, this paragraph shall have precedence.

(10) Section 3.3.6 is hereby amended to read:

**3.3.6** Final request for budget revision or adjustments to contract funds based on expenditures for services provided between January 1, 2014 and December 31, 2014, must be submitted to the Council's Contract Manager no later than December 31, 2014.

(11) Section 3.4 is hereby amended to read:

**3.4 Consequences for Noncompliance**

Contractor shall ensure 100% of the deliverables identified in Section 1.2.3 Scope of Services are performed pursuant to contract requirements, and as described in Section 2.3.1 are identified as major deliverables in this contract.

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the service funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the service funds in the contract for each day the Contractor fails to timely submit a CAP.

If Contractor fails to timely submit a CAP plan, the Council shall deduct 1% of the monthly value of the service funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Contract Manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

If, or to the extent, there is any conflict between this paragraph and paragraphs 40 and 40.1 of the standard contract, this paragraph shall have precedence.

(12) Attachment III, Exhibit-I is hereby replaced with revised Attachment III, Exhibit-I.

(13) Attachment VIII, Budget Summary is hereby replaced with revised Attachment VIII, Budget Summary.

(14) Attachment A is hereby replaced with revised Attachment A.

(15) Attachment F is hereby replaced with revised Attachment F.

(16) Attachment G is hereby replaced with revised Attachment G.

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IN WITNESS THEREOF, the parties hereto have caused this 9 page agreement 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: Mary Todd

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

TITLE: President

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

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

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

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

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

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

Federal Tax ID: 59-2154528

Fiscal Year Ending Date: September 30

**ATTACHMENT III  
EXHIBIT – 1**

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

<b>Program Title</b>	<b>Year</b>	<b>Funding Source</b>	<b>CFDA#</b>	<b>Fund Amounts</b>
Title IIIB Support Services	2014	U.S. Dept. of Health and Human Services	93.052	\$217,767.00
Title IIIB Council Match	2014		N/A	\$38,947.60
Title IIIE Support Services	2014	U.S. Dept. of Health and Human Services	93.052	\$3,000.00
Title IIIE Council Match	2014		N/A	\$334.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$260,048.60</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL STATE AWARD</b>			

**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
<b>TOTAL AWARD</b>			<b>\$</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**ATTACHMENT VIII****OLDER AMERICANS ACT****BUDGET SUMMARY – III B**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
Education/Training	30	\$81.96	\$2,458.80	\$0.00	\$2,458.80
Counseling Gero - Ind	120	\$90.00	\$10,800.00	\$0.00	\$10,800.00
Counseling Gero - Grp	48	\$66.68	\$3,200.64	\$0.00	\$3,200.64
Health Support - Grp	124.5	\$98.29	\$12,188.47	\$0.00	\$12,188.47
Health Support - Ind	440	\$65.00	\$28,600.00	\$0.00	\$28,600.00
Intake	750	\$27.45	\$20,587.50	\$0.00	\$20,587.50
Outreach	30	\$161.30	\$4,839.00	\$0.00	\$4,839.00
Recreation	6037	\$28.83	\$135,092.59	\$38,947.60	\$174,040.19
<b>TOTAL III B CONTRACT AMOUNT</b>			<b>\$217,767.00</b>	<b>\$38,947.60</b>	<b>\$256,714.60</b>

**BUDGET SUMMARY – III E**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
Caregiver Training & Support – Grp	50	\$ 66.68	\$ 3,000.00	\$ 334.00	\$ 3,334.00
<b>TOTAL III E CONTRACT AMOUNT</b>			<b>\$ 3,000.00</b>	<b>\$ 334.00</b>	<b>\$ 3,334.00</b>

<b>TOTAL CONTRACT AMOUNT</b>			<b>\$220,767.00</b>	<b>\$39,281.60</b>	<b>\$260,048.60</b>
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**ATTACHMENT A**

Department of Elder Affairs Programs & Services Handbook is available at the Department's Internet site under "Notices". The link below is the current Programs and Services Handbook.  
[http://elderaffairs.state.fl.us/doea/notices/July13/NOI%20for%202013%20P\\_S%20Handbook.pdf](http://elderaffairs.state.fl.us/doea/notices/July13/NOI%20for%202013%20P_S%20Handbook.pdf)

**ATTACHMENT F****CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

The undersigned, an authorized representative of the Contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, “the Lists”) is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Areawide Council on Aging of Broward County, Inc (Council) for goods or services of \$1 million or more.
- (2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to the Council is subject to civil penalties, attorney’s fees and costs and any costs for investigations that led to the finding of false certification.
- (3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Council if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

\_\_\_\_\_  
Signature  
(Same as contract signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Northwest Focal Point Senior Center District  
Company Name



**ATTACHMENT G****Verification of Employment Status Certification**

As a condition of contracting with the Areawide Council on Aging of Broward County, Inc., / Northwest Focal Point Senior Center District, hereby referred to as Contractor, certifies the use of the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons new employees hired by the Contractor during the contract term to perform employment duties pursuant to this Agreement and any subcontractors include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

\_\_\_\_\_  
Signature  
(Same as contract signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Northwest Focal Point Senior Center District  
Company Name