

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,” hereby amends Contract JA115-08-2015.

The purpose of this amendment is to increase the contract amount by \$17,749.41, increase the level of service accordingly, and change the total contract funding from \$259,446.54 to \$277,195.95. Additionally, this amendment: (1) amends Section II.A.; (2) amends Section II.C.; (3) amends Attachment I, Section 1.1.2; (4) amends Section 1.2.2; (5) amends Section 1.3.1; (6) amends Section 2.1.5.4; (7) amends Section 2.1.5.4.1; (8) adds Section 2.2.4.3.; and (9) replaces Attachment III, Budget Summary.

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

II. The Council Agrees:

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 \$277,195.95, subject to the availability of funds. \$234,820.46 represents Federal Older Americans Act (OAA) Title III B funds, \$38,346.00 represents Areawide Council on Aging (AAA) local matching funds for Title III B. \$3,626.49 represents Federal OAA Title III E funds and \$403.00 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.

(2) 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:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2015	U.S. Dept. of Health and Human Services	93.044	\$234,820.46
Title IIIB Council Match	2015		N/A	\$38,346.00
Title IIIE Support Services	2015	U.S. Dept. of Health and Human Services	93.052	\$3,626.49
Title IIIE Council Match	2015		N/A	\$403.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$277,195.95

(3) Attachment I, Section 1.1.2 is hereby amended to read as follows:

1.1.2 PROGRAM SPECIFIC TERMS

Area Plan Update: A revision to the area plan wherein the Council enters Older Americans Act specific data in Client Information and Registration Tracking System (CIRTS). An update may also include other revisions to the area plan as instructed by Department of Elder Affairs.

Area Plan: A plan developed by the Council outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and the Department of Elder Affairs instructions.

Child: An individual who is not more than 18 years of age or an individual with disability.

Criteria: A standard which the Administration on Aging/Administration on Community Living set for the Title III D program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest Level Criteria.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two activities of daily living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTIS entries where provider is listed should be the actual organization conducting the service. On the Monthly Programmatic Report, this should be the same provider.

Service Provider Application: A plan developed by the contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

(4) Attachment I, Section 1.2.2 is hereby amended to read as follows:

1.2.2 Authority

The relevant references authorities governing the OAA program are:

- (1) Older Americans Act of 1965, as amended;
- (2) Rule 58A-1, Florida Administrative Code; and
- (3) Section 430.101, Florida Statutes.

(5) Attachment I, Section 1.3.1 is hereby amended to read as follows:

1.3.1 OAA Title III, General

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance services.

(6) Attachment I, Section 2.1.5.4 is hereby amended to read as follows:

2.1.5.4 Disease Prevention and Health Promotion Services (IIID Program)

The following are Evidence-Based Disease Prevention and Health Promotion (EBDPHP) which have been demonstrated through rigorous evaluation to be evidence-based and effective in assisting older adults maintain a healthy lifestyle. The Administration on Community Living (ACL) defines EBDPHP services as meeting minimal, intermediate, or highest-level criteria. Only services that meet the criteria are allowable under the IIID Program. The goal is for all Title III D activities to include only services that

meet the highest-level criteria. EBDPHP services must be delivered in accordance with the fidelity of the program, as described in the DOEA Programs and Services Handbook Attachment A.

- (1) A Matter of Balance;
- (2) Active Living Every Day;
- (3) Arthritis Foundation Exercise Program;
- (4) Arthritis Self-Management (Self-Help) Program – (Stanford) (English);
- (5) Brief Intervention & Treatment for Elders (BRITE);
- (6) Living Healthy (CDSMP) (Stanford);
- (7) Diabetes Self-Management Program – (Stanford) (English);
- (8) Enhance Fitness;
- (9) Enhance Wellness;
- (10) Fit and Strong!;
- (11) Healthy Eating Every Day;
- (12) Healthy Ideas;
- (13) Healthy Moves for Aging Well;
- (14) HomeMeds;
- (15) Powerful Tools for Caregivers;
- (16) Program to Encourage Active, Rewarding Lives for Seniors (PEARLS);
- (17) Programa de Manejo Personal de la Artritis (Stanford) (Spanish Arthritis Self Management (Self-Help) Program);
- (18) Programa de Manejo Personal de la Diabetes –(Stanford) (Spanish Diabetes Self-Management Program);
- (19) Stay Active and Independent for Life;
- (20) Stepping On;
- (21) Tai Chi: Moving for Better Balance – (Oregon Research Institute);
- (22) Tomando Control de su Salud – Stanford;
- (23) Un Asunto de Equilibrio (Spanish);
- (24) Walk with Ease.

The Contractor must request in writing the use of any evidence-based disease prevention and health promotion programs which are not listed in the Department of Elder Affairs Programs and Service Handbook (or Notice of Instruction) to the Council’s Contract Manager or designee **prior** to delivering the service. If this supporting documentation is not submitted and approved by the Council then the Council will not provide reimbursement for services.

- (7) Attachment I, Section 2.1.5.4.1 is hereby amended to read as follows:

2.1.5.4.1 Development of Partnerships and Collaborations

The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and Collaborations may be developed with Florida Department of Health; the Florida Department of Children and Families; the Department of Agriculture’s Nutrition Program; insurance companies; Centers for Disease Control and Prevention; Area Health Education Centers; local health councils; public and private universities; federally qualified health clinics; county health departments; and local Communities for a Lifetime initiative participants. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to recruitment of trainers and participants; covering costs for licenses; and replicating program fidelity.

- (8) Attachment I, Section 2.2.4.3. is hereby added to read as follows:

2.2.4.3 Legal Provider Grievance Procedures

Legal Providers must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance policies that comport with

requirements of the Legal Services Corporation are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and;
- iii. An opportunity for review of the complaint by the Legal Provider's Executive Director or the Executive Director's designee. The AAA may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However the AAA may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the AAA during monitoring.

(9) Attachment III, Budget Summary, is hereby replaced.

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 contract.

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IN WITNESS THEREOF, the parties hereto have caused this 6 page Contract 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: Deborah G. Rand

TITLE: _____

TITLE: President

DATE: _____

DATE: _____

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Federal Tax ID: 59-2154528

Fiscal Year Ending Date: September 30

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

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Education/Training	30	\$81.96	\$2,458.80	\$0.00	\$2,458.80
Counseling - Gero - Ind	336	\$86.38	\$29,023.68	\$0.00	\$29,023.68
Counseling - Gero - Grp	125	\$66.68	\$8,335.00	\$0.00	\$8,335.00
Health Support - Grp	125	\$97.51	\$12,188.47	\$0.00	\$12,188.47
Health Support – Ind	440	\$65.00	\$28,600.00	\$0.00	\$28,600.00
Intake	65	\$27.45	\$1,784.25	\$0.00	\$1,784.25
Outreach	30	\$161.30	\$4,839.00	\$0.00	\$4,839.00
Recreation	6,648	\$27.97	\$147,590.98	\$38,346.00	\$185,936.98
TOTAL III B CONTRACT AMOUNT			\$234,820.46	\$38,346.00	\$273,166.46

BUDGET SUMMARY – III E

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	60.5	\$66.68	\$3,626.49	\$403.00	\$4,029.49
TOTAL III E CONTRACT AMOUNT			\$3,626.49	\$403.00	\$4,029.49
TOTAL CONTRACT AMOUNT			\$238,446.95	\$38,749.00	\$277,195.95