

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 JA116-08-2016.

The purpose of this amendment is to increase the contract amount, increase the level of services accordingly, and change the total contract funding from \$265,305.63 to \$277,820.63. Additionally, this amendment: (1) amends Section 4.; (2) amends Section 1.2.2. of Attachment I; (3) amends Section 2.1.3.1.; (4) amends and renumbers Section 2.1.5.3; (5) amends and renumbers Section 2.1.5.4; (6) amends Section 2.1.3.5; (7) amends Section 2.1.3.7; (8) introduces Section 2.1.9; (9) amends Section 2.3.2; (10) amends Section 2.4.5; (11) amends Section 2.6; (12) amends Section 2.8; (13) introduces Section 2.9; (14) introduces Section 2.10; (15) amends and renumbers Section 3.4.3; (16) amends and renumbers Section 3.4.4; (17) introduces Section 3.7; (18) amends Attachment II; (19) amends Attachment IV; (20) introduces Attachment VII; and (21) introduces Attachment VIII.

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

4. 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 **\$277,820.63**, subject to the availability of funds. **\$229,304.23** represents Federal Older Americans Act (OAA) Title III B funds, **\$44,205.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B. **\$ 3,880.26** represents Federal OAA Title III E funds and **\$431.14** 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 1.2.2 of Attachment I is hereby amended to read as follows:

1.2.2 Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- (1) Older Americans Act of 1965, as amended;
- (2) Rule 58A-1, Florida Administrative Code;
- (3) Section 430.101, Florida Statutes; and
- (4) Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, and 93.052

(3) Section 2.1.3.1 is hereby amended to read as follows:

2.1.3.1 Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- | | |
|--|----------------------------|
| (1) Adult Day Care/Adult Day Health Care; | (16) Legal Assistance; |
| (2) Caregiver Training/Support; | (17) Material Aid; |
| (3) Case Aid/Case Management; | (18) Occupational Therapy; |
| (4) Chore Services; | (19) Outreach; |
| (5) Companionship; | (20) Personal Care; |
| (6) Counseling (Gerontological & Mental Health); | (21) Physical Therapy; |
| (7) Education/Training; | (22) Recreation; |
| (8) Emergency Alert Response; | (23) Respite Services; |
| (9) Escort; | (24) Screening/Assessment; |
| (10) Health Support; | (25) Shopping Assistance; |
| | (26) Skilled Nursing; |

- | | |
|-------------------------------|-------------------------------------|
| (11) Home Health Aid; | (27) Specialized Medical Equipment, |
| (12) Homemaker; | Services and Supplies; |
| (13) Housing Improvement; | (28) Speech Therapy; |
| (14) Intake; | (29) Telephone Reassurance; and |
| (15) Interpreter/Translating; | (30) Transportation. |

(4) Section 2.1.5.3 is hereby amended and renumbered to read as follows:

2.1.3.3 Home Delivered Nutrition Services (IIC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- (1) Home delivered meals;
- (2) Nutrition education and counseling;
- (3) Outreach.

(5) Section 2.1.5.4 is hereby amended and renumbered to read as follows:

2.1.3.4 Disease Prevention and Health Promotion Services (IID Program)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult population. The Administration on Community Living (ACL) defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered in accordance with the fidelity of the program, as described in the DOEA Programs and Services Handbook. Evidence based program include the following:

- (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) Stress Busting Program for Family Caregivers;

- (23) Tomando Control de su Salud – Stanford;
- (24) Un Asunto de Equilibrio (Spanish); and
- (25) 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.

- (6) Section 2.1.3.5 is hereby amended to read as follows:

2.1.3.5 Caregiver Support Services (IIIE Program)

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- | | |
|--|--|
| (1) Adult Day Care/Adult Day Health Care; | (7) Outreach; |
| (2) Caregiver Training/Support; | (8) Respite Services; |
| (3) Counseling (Gerontological & Mental Health); | (9) Screening/Assessment; |
| (4) Education/Training; | (10) Transportation. |
| (5) Financial Risk Reduction (Assessment and Maintenance); | (11) Powerful Tools for Caregivers; and |
| (6) Intake; | (12) Stress-Busting Programs for Caregivers. |

- (7) Section 2.1.3.7 is hereby amended to read as follows:

2.1.3.7 Caregiver Support Grandparent Services (IIIEG Program): Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

- | | |
|--|---------------------------|
| (1) Caregiver Training/Support; | (5) Legal Assistance; |
| (2) Child Day Care; | (6) Outreach; |
| (3) Counseling (Gerontological & Mental Health); | (7) Screening/Assessment; |
| (4) Education/Training; | (8) Sitter; and |
| | (9) Transportation. |

- (8) Section 2.1.9 is hereby introduced to read as follows:

2.1.9 Staffing Requirements

2.1.9.1 Staffing Levels – The Contractor shall dedicate the staff necessary as required to meet the obligations of the contract.

2.1.9.2 Professional Qualifications – The Contractor shall ensure that the staff responsible for performing this contract have the qualifications as specified in the Department of Elders Affairs Program and Services Handbook.

- (9) Section 2.3.2 is hereby amended to read as follows:

2.3.2 Service Unit

The Contractor shall ensure the provision of the services described in the contract in accordance with the current Department of Elder Affairs Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described

in Section 2.1. Contractor's performance will be measured on compliance with the Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2016 Service Provider Application and approved by the Council.

Service		Unit of Service
Adult Day Care Caregiver Training/Support Case Aid/Case Management Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Enhance Fitness Enhance Wellness Financial Risk Reduction Services Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Intake Interpreter/Translating Legal Assistance	Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Fitness Physical Therapy Program to Encourage Active, Rewarding Lives for Seniors (PEARLS) Recreation Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	Hour
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Eating Every Day Healthy Eating for Successful	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode

Service		Unit of Service
Living in Older Adults		
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process, and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- (1) Service Provider Application Update, and
- (2) Justification for unit cost changes and/or units of service changes.

(10) Section 2.4.5 is hereby amended to read as follows:

2.4.5 Evidence-based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment VII. The Council Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.

2.4.5.1 Information provided in the Monthly Programmatic Report must match CIRT data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due on or before</u>	<u>Report #</u>	<u>Reports Due on or before</u>
Report 1	February 1, 2016	Report 7	August 5, 2016
Report 2	March 5, 2016	Report 8	September 5, 2016
Report 3	April 5, 2016	Report 9	October 5, 2016
Report 4	May 5, 2016	Report 10	November 5, 2016
Report 5	June 5, 2016	Report 11	December 5, 2016
Report 6	July 5, 2016	Report 12	January 5, 2017

2.4.5.2 The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the “comments” section of the Monthly Programmatic Report, and provide relevant information regarding the documentation as needed.

2.4.5.3 Program documentation shall include all of the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.

2.4.5.4 Contractor shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program

documentation must be included with participant signatures that matches the participant names and dates in the Attendance Log. Exceptions may be approved by Council's Contract Manager. Requests must be made in writing and kept with program documentation.

2.4.5.5 Participants will write and sign their name on program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).

2.4.5.6 Contractor shall submit monthly programmatic reports in the format as specified by the Council on the schedule above. Council's Contract Manager will provide an excel spreadsheet with the following tabs: Health and Wellness tab (one for each month), to include title of the evidence-based disease prevention and health promotion program being conducted; begin and end date for each evidence-based disease prevention and health promotion program; date of event; CIRTS code; Units of Service; and the numbers of elders directly served. Success stories (which can be gathered from anytime during the course of the year, however, it will be submitted with the May reports); and Partnership tab (ongoing). The Council's Contract Manager will provide a template, which will include but not be limited to the following:

2.4.5.7 All data should be entered into CIRTS by the end of each month prior to submitting the Monthly Programmatic Reports and request for payment. The following CIRTS data must be entered:

- (1) PSA
- (2) Provider/Location (each provider is required to have their own number)
- (3) County
- (4) Aggregate
- (5) Program (OA3D)
- (6) Service
- (7) Date of Service
- (8) Units provide (number of units as described in the Department of Elder Affairs Programs and Services Handbook – Appendix A or any Notices of Instruction which are provided throughout the year)
- (9) Unit Cost

If any of these items are incorrect or missing, the Request for Payment will be placed on HOLD until the items are corrected or provided.

In addition to entering data into CIRTS, Contractors who select the programs Living Healthy (Chronic Disease Self-Management Program), Tomando Control de su Salud, Arthritis Self-Management Program (English or Spanish) or the Diabetes Self-Management Program (English or Spanish), are required to send said data to the Council's Contract Manager electronically one (1) week after completion of workshop. The Council's Contract Manager will enter the data into the NCOAforce online database system.

2.4.5.8 The Contractor shall have a written fidelity monitoring plan, which includes observation of delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

2.4.5.9 Contractor shall contact the Council's Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review; the Contractor may not be reimbursed for the workshop or shall be requested to reimburse the Council the cost of the workshop.

(11) Section 2.6 is hereby amended to read as follows:

2.6 EVALUATION AND PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes and Outputs (Performance Measures) – At a minimum, the Contractor must:

- (1) Ensure services provided under this contract are in accordance with the current Department of Elder Affairs Programs and Service Handbook and the Service Tasks described in Attachment I, Section 2.1.
- (2) Timely submit to the Council all reports described in Attachment I, Section 2.4 REPORTS.
- (3) Timely submit to the Council all information described in Attachment I, Section 2.5 RECORDS AND DOCUMENTATION.

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 new service recipients whose ADL assessment score has been maintained or improved;
- (5) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (6) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.
- (7) Percentage of active clients eating two or more meals per day.
- (8) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.

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

2.6.3 Mandatory Participation: Training, Conferences, or Certification Programs

The Contractor shall have a representative participate in conference calls and training as required by the Council.

(12) Section 2.8 is hereby amended to read as follows:

2.8 CONTRACTOR'S RESPONSIBILITIES

2.8.1 Contractor Unique Activities

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor, and for which, by execution of the contract, the Contractor agrees to be held accountable.

2.8.2 Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordinating with other entities in performing the requirements of the contract; the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contract is obligated to perform pursuant to this contract.

(13) Section 2.9 is hereby introduced to read as follows:

2.9 COUNCIL'S RESPONSIBILITIES

2.9.1 Council's Obligations – The Council will provide technical support to assist the Contractor in meeting the requirements of this contract.

2.9.2 Council's Determinations - The Council reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

2.9.3 Contract Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this contract.

Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance will be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables.

The Council may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (ie: Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Contract Manager within one week following the completion of each unit.

The Council shall conduct at least one on-site technical assistance visit per year. During this technical assistance visit the Contractor will arrange for observation of delivery of service

provided to seniors in local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

(14) Section 2.10 is hereby introduced to read as follows:

2.10 Program Highlights - The Contractor shall submit Program Highlights referencing specific events that occurred in FFY 2016 by September 5, 2017. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Council.

(15) Section 3.4.3 is hereby amended and renumbered to read as follows:

3.6.3 Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval 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.

(16) Section 3.4.4 is hereby amended and renumbered to read as follows:

3.6.4 Final request for budget revision or adjustments to contract funds based on expenditures for services provided between January 1, 2016 and December 31, 2016, must be submitted to the Council's Contract Manager no later than December 31, 2016.

Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Department of Elder Affairs'.

(17) Section 3.7 is hereby introduced to read as follows:

3.7 Nondiscrimination-Civil Rights Compliance

3.7.1 The Contractor shall execute assurances included in ATTACHMENT VII that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

3.7.2 During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII.

3.7.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

3.7.4 If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

(18) Attachment II is hereby amended.

(19) Attachment IV is hereby amended.

(20) Attachment VII is hereby introduced.

(21) Attachment VIII 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 contract.

IN WITNESS THEREOF, the parties hereto have caused this 22 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 II**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2016	U.S. Dept. of Health and Human Services	93.044	\$229,304.23
Title IIIB Council Match	2016		N/A	\$44,205.00
Title IIIE Support Services	2016	U.S. Dept. of Health and Human Services	93.052	\$3,880.26
Title IIIE Council Match	2016		N/A	\$431.14
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$277,820.63

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

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

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations

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

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Education/Training	52	\$81.96	\$4,261.92	\$0.00	\$4,261.92
Counseling - Gero – Ind	336	\$86.38	\$29,023.68	\$0.00	\$29,023.68
Counseling - Gero - Grp	140	\$66.68	\$9,335.20	\$0.00	\$9,335.20
Health Support - Grp	245	\$97.51	\$23,889.95	\$0.00	\$23,889.95
Health Support – Ind	280	\$65.00	\$18,200.00	\$0.00	\$18,200.00
Outreach	35	\$161.30	\$5,645.50	\$0.00	\$5,645.50
Recreation	6,548.25	\$27.97	\$138,947.98	\$44,205.00	\$183,152.98
TOTAL III B CONTRACT AMOUNT			\$229,304.23	\$44,205.00	\$273,509.23

BUDGET SUMMARY – III E

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	65	\$66.68	\$3,880.26	\$431.14	\$4,311.40
TOTAL III E CONTRACT AMOUNT			\$3,880.26	\$431.14	\$4,311.40
TOTAL CONTRACT AMOUNT			\$233,184.49	\$44,636.14	\$277,820.63

ATTACHMENT VII**CERTIFICATIONS AND ASSURANCES**

Council will not award this contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)**B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)****C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)****D. Certification Regarding Public Entity Crimes, section 287.133, F.S.****E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)****F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.****G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans And Cooperative Agreements****H. Verification of Employment Status Certification****A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

4. The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department of Elder Affairs, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts 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 entire contract term.

The Contractor shall require that the language of this certification be included in all sub agreements, sub grants, and other agreements and that all Subcontractors shall certify compliance accordingly.

This certification 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 imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

By signing below, Contractor certifies the representations outlined in parts A through H above are true and correct.

(Signature and Title of Authorized Representative)

Date

6009 NW 10th Street
Margate, FL 33063

Contractor's Address

ATTACHMENT VIII**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIR
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Northwest Focal Point Senior Center District	County Broward	AAA/Contractor
6009 NW 10th Street	Completed By	
Margate, FL 33063	Date	Telephone 954-973-0300

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race,

sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

NA YES NO

☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc.

Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.