

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and Broward County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Contractor," who are collectively referred to as the "Parties," to amend Contract JH117-15-2018.

The purpose of this amendment is to amend language, introduce new language and amend attachments.

1) Initial Paragraph of the Contract 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 Broward County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

2) Section 2 is hereby amended to read as follows:

2. Incorporation of Documents within the Contract:

The Contract will incorporate attachments, proposal(s); area plan(s); grant agreements; relevant Department of Elder Affairs handbooks, manuals, or desk books; and Master Contract number JM018-15-2020, as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3) Section 3 is hereby amended to introduce section 3.2.:

3. Term of Contract and Renewals:

3.1. This Contract will begin on July 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 June 30, 2018.

3.2 In accordance with Section 287.058(1)(g), F.S., and by mutual agreement of the Parties, the Council may renew the Contract for a period not to exceed three (3) years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply requested by the Council. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

4) Section 1.2.4. of Attachment I is hereby amended to read as follows:

1.2.4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of HCE. The services shall be provided in a manner consistent with and described in the current Contractor's SPA and the current Department of Elder Affairs Programs and Services Handbook, located on the DOEA's website, <http://elderaffairs.state.fl.us/does/nois2017.php>.

5) Section 2.4.6. of Attachment I is hereby amended to read as follows:

2.4.6. During the term of this Contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, Attachment B of Master Contract number JM018-15-2020.

- 6) Attachment IV is hereby revised and replaced with the attached Attachment IV.
- 7) The HCE Subsidy Spending Authority Memorandum of Agreement between Council and Contractor is hereby revised and replaced with the attached agreement.

This amendment will be effective on the date it has been fully executed by the 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 in the Contract 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 have caused this 4-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR: Broward County, Florida

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

THEODORA WILLIAMS
NAME:

TITLE:

PRESIDENT
TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000531
FISCAL YEAR-END DATE: September 30

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By K. Gordon 5/17/18
Karen S. Gordon, Assistant County Attorney

ATTACHMENT IV**HOME CARE FOR THE ELDERLY PROGRAM****BUDGET SUMMARY**

Fixed Services	Total Units *	Unit Rate	HCE Funds	Maximum Reimbursement
CASE AIDE	499	\$34.35	\$17,135.00	\$17,135.00
CASE MANAGEMENT	2,779	\$60.54	\$168,240.00	\$168,240.00
TOTAL CONTRACT AMOUNT			\$185,375.00	\$185,375.00

*Minimum amount of units required to allow maximum reimbursement of Contract amount.

**MEMORANDUM OF AGREEMENT
BETWEEN
AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND
BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA PERTAINING TO
HOME CARE FOR THE ELDERLY SUBSIDY SPENDING AUTHORITY**

1. This Memorandum of Agreement replaces all prior agreements bearing on Home Care for the Elderly (HCE) subsidy spending authority.
2. HCE spending authority for the Areawide Council on Aging of Broward County, Inc., (the "Council") is \$397,414.00 for the period beginning July 1, 2017 and ending June 30, 2018. The Council hereby delegates responsibility for the management of this spending authority to Broward County, Florida (the "Contractor").
3. All expenditures authorized in excess of this spending authority will become the financial responsibility of the Contractor.
4. Council will pay HCE basic and special subsidies in accordance with the guidelines outlined in the Department of Elder Affairs Programs and Services Manual.

This Memorandum of Agreement will be in effect on July 1, 2017 through June 30, 2018, or until otherwise revised or terminated.

CONTRACTOR: Broward County, Florida

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

THEODORA WILLIAMS
NAME:

TITLE:

PRESIDENT
TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000531
FISCAL YEAR-END DATE: September 30

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By K. Gordon 5/7/18
Karen S. Gordon, Assistant County Attorney