



City of Pembroke Pines

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
EASTER SEALS SOUTH FLORIDA, INC**

THIS AMENDMENT (“Sixth Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

EASTER SEALS SOUTH FLORIDA, INC, as listed with the Florida Division of Corporations, with a business address of **1475 NW 14th Avenue, Miami, FL 33125** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **September 22, 2009**, the Parties entered into an Agreement (“Original Agreement”) for the provision of Adult Health Day Care and Alzheimer’s care for residents at the CITY’s Southwest Focal Point Senior Center for an initial **three (3) year** period, which expired on **September 30, 2012**; and,

WHEREAS, on **February 8, 2012**, the Parties executed the First Amendment to the Original Agreement to provide additional services to additional clients and to approve a one-time increase in the total compensation amount of \$69,121.00 for fiscal year 2011–2012, as a result of the CITY’s receipt of additional funding under the Older Americans Act; and,

WHEREAS, on **October 1, 2012**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **three (3) year** period, which expired on **September 30, 2015**; and,

WHEREAS, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term for an additional **five (5) year** period, which expired on **September 30, 2020**, with the option to renew the term for two (2) additional, three (3) year periods; and,

WHEREAS, on **June 17, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **three (3) year** period, which expired on **September 30, 2023**; and,

WHEREAS, on **September 5, 2023**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **three (3) year** period, which



City of Pembroke Pines

expires on **September 30, 2026**; and,

WHEREAS, effective January 1, 2026, as a result of the CITY's receipt of additional funding under the Older Americans Act, the Parties desire to increase the total compensation for services provided under this Agreement from \$288,158.00 to \$303,600.00; and

WHEREAS, the Parties further desire to extend the term of the Agreement for an additional **five (5) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2031**, with the option to renew for additional five (5) year terms, as more fully set forth in this Sixth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **five (5) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2031**. The term of this Agreement may thereafter be renewed for additional **five (5) year** periods, upon the mutual consent of the Parties, as evidenced by a written amendment extending the term thereof.

SECTION 3. Effective January 1, 2026, section 3.4 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3.4 The CITY shall be responsible for paying CONTRACTOR the Unit of Service fee as provided in the Program Agreement per Unit of Service delivered by CONTRACTOR with the required client/caregiver documentation. Total compensation for services provided under this Agreement shall not exceed **THREE HUNDRED THREE THOUSAND, SIX HUNDRED DOLLARS AND 00/100 CENTS (\$303,600.00)** during any fiscal year (October 1st through September 30th) in which this Agreement is in effect. The funds CITY pay to CONTRACTOR are received by CITY through an allocation from the Areawide Council on Aging of Broward County, Inc. to the CITY pursuant to the Program Agreement. In the event the CITY receives additional funds, this Agreement may be amended to provide for an increase in the total compensation paid to the CONTRACTOR.

SECTION 4. Section 3.1.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3.1.1 CONTRACTOR shall pay the CITY the sum of **ONE HUNDRED SIXTY-NINE THOUSAND, NINETY-EIGHT DOLLARS AND 00/100 CENT (\$169,098.00)** for the fiscal year 2025-2026, which shall commence on October 1, 2025, and expiring on



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September 30, 2026 (“Annual Rent”). The monthly fee is **FOURTEEN THOUSAND, NINETY-ONE DOLLARS AND 50/100 CENTS (\$14,091.50)**. Notwithstanding the foregoing, the annual rent amount shall be subject to adjustment based on the Consumer Price Index (CPI) in accordance with Section 3.1.2 of the Agreement, as amended.

SECTION 5. Scrutinized Companies.

5.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

5.1.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



6.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Sixth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 8. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services



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to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Sixth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 9. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Sixth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 10. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Sixth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Sixth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida



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Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 12. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 13. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 14. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 15. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Sixth Amendment.

SECTION 16. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob G. Horowitz
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

GABRIEL FERNANDEZ, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

EASTER SEALS SOUTH FLORIDA, INC

Signed By: [Signature]

Date Signed: 3/11/20

Printed Name: Camila Rocha

Title: President and CEO



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 3/11/20

ENTITY: **Easter Seals South Florida, Inc**

SIGNED BY: 

NAME: Camila Rocha

TITLE: President and CEO.

DATE	December 8, 2009
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AMENDMENT TO ORIGINAL AGREEMENT

ATTACHED IS:

ADDENDUM	
CORRESPONDENCE	
AMENDMENT	EASTER SEALS SOUTH FLORIDA, INC.
OTHER	Transfer of Ownership, Adult Day Care

TO AGREEMENT NUMBER:

1442.1/09

SCANNED:

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Transfer of Ownership Agreement Form

The City of Pembroke Pines, and Florida municipal corporation and Easter Seals South Florida, Inc., a Florida not-for-profit corporation hereby request the State of Florida Agency for Health Care Administration to transfer responsibility for Ownership of the operation of the Adult Day Care Center conducted at the Southwest Focal Point Senior Center, which is located at 301 NW 103rd Avenue, Pembroke Pines, FL 33026 from: Existing Owner: The City of Pembroke Pines to the Assigned Owner: Easter Seals South Florida, Inc.

This transfer is effective on the 1st day of October , 2009.

In witness whereof, the parties do hereby affix their signatures and enter into this agreement as to the 3 day of November , 20 09 .

Existing Owner agent: Charles F. Dodge, Date 11/3/2009,
Print Name: Charles F. Dodge, City Manager,
Company : CITY OF PEMBROKE PINES, a Florida municipal corporation

ATTEST:
Judith A. Neugent 11/4/09
Judith A. Neugent, City Clerk

APPROVED AS TO LEGAL FORM:
[Signature]
Office of the City Attorney



(EASTER SEALS SIGNATURE PAGE TO FOLLOW)

AGREEMENT CHECKLIST FORM

<p>AGREEMENT TOPIC</p>	<p>EASTER SEALS CONTRACTOR SERVICES AGREEMENT ADULT HEALTH DAY CARE/ALZHEIMER'S CARE (AHDC/AC) SERVICES FOR COMMUNITY SERVICES DEPARTMENT</p>
<p>DATE OF AGREEMENT</p>	<p>9/22/09</p>
<p>DATE OF EXPIRATION</p>	<p>3 YEARS</p>
<p>COMMISSION MINUTES PERTAINING TO AGREEMENT</p>	<p>YES</p>
<p>ORIGINAL SIGNATURE</p>	<p>YES</p>
<p>MICROFILMED</p>	<p></p>
<p>AGREEMENT NUMBER</p>	<p>1442.1/09</p>
<p>SPECIAL CONDITIONS/ REQUIREMENTS OF AGREEMENT</p>	<p></p>

AGREEMENT FOR CONTRACTOR SERVICES

This Contractor Agreement ("Agreement") is hereby made and entered into this 22 day of September, 2009 by and between the City of Pembroke Pines, a Florida municipal corporation, ("City") and Easter Seals South Florida, Inc. ("Contractor"), and is effective as of the date on which the City executes this Agreement, indicated below, (the "Effective Date").

W I T N E S S E T H:

WHEREAS, the Contractor is in the business of providing Adult Health Day Care and Alzheimer's Care ("AHDC/AC") for individuals; and

WHEREAS, the City desires to retain the Contractor to provide AHDC/AC services, as described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference, to its residents at the City's Southwest Focal Point Senior Center ("SWFP") in conformance with the Contract which the City has entered into with the Areawide Council on Aging of Broward County, Inc. for the provision of AHDC/AC services, JA009-10-2009 (the "Program Agreement"), which is attached hereto as **Exhibit "B"**, and incorporated herein by reference; and

WHEREAS, the Contractor agrees to provide these services and duties for the City under the terms and conditions as set forth herein, and in conformance with the City's Request for Qualifications (RFQ #CS-09-02), which is attached hereto as **Exhibit "C"**, and incorporated herein by reference;

WHEREAS, the City and Contractor acknowledge that the AHDC/AC services to be provided by the Contractor are for the benefit of the citizens and residents of the City of Pembroke Pines, and serve a municipal and public purpose.

NOW THEREFORE, in consideration of this Agreement between the City and the Contractor, and the mutual promises and agreements in this document, the parties to this Agreement contract as follows:

1. Recitals. Each "Whereas" clause set forth above is true and correct and herein incorporated by this reference.
2. Services.
 - 2.1. Contractor shall provide such services ("Services") to include Adult Health Day Care and Alzheimer's Care, as described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference.
 - 2.2. The City's Project Manager for the provision of Services pursuant to this Agreement shall be Jay Shechter, Director of Community Services, or his authorized designee.
 - 2.3. The Services shall be provided at the City's Southwest Focal Point Senior Center in a Five Thousand Square Foot (5,000 ft²) facility (the

- “Premises”). The City shall provide access to the Premises to allow for the operation of a facility in which the Contractor can provide the Services. The City will provide all furniture and equipment for the Contractor’s use, but will have no obligation to repair or replace the furniture and equipment. The Contractor may provide additional equipment as may deem necessary, at no additional cost to the City.
- 2.4. Additionally, Contractor will complete required documentation of services as required by local, state, Federal and Company standards, and such other duties reasonably related to the provision of the Services.
 - 2.5. Services provided by Contractor shall be in a manner consistent with the Department of Elder Affairs Programs and Services Manual ("Manual") as may be revised or amended from time to time. Such revision or amendment of the Manual, this Agreement shall be provided to Contractor by the City, and thereby become incorporated herein.
 - 2.6. Contractor hereby agrees to participate in meetings with the City for the purpose of defining policies and procedures for the coordination of the provision of Services pursuant to this Agreement.
 - 2.7. It shall be the Contractor’s responsibility to establish and implement a procedure to ensure that all Contractor’s employees, agents, and representatives participate in a system of communication about the changing needs of individual clients and that such changes are reported to the City by the Contractor.
 - 2.8. Contractor agrees to provide best efforts to maintain consistency with respect to staff assigned to individual clients and prevent any avoidable changes in staff or schedule of service provided to the client.
 - 2.9. All unusual incidents incurred by Contractor’s staff during interaction with the clients shall be reported by Contractor to the City’s representative immediately, but no later than the next business day, following the incident.
 - 2.10. In the exercise of its duties and responsibilities pursuant to this Agreement, Contractor hereby agrees and assures compliance with all federal, state, local and professional laws, rules, standards and regulations, as may be amended from time to time, including, but not limited to those provisions identified in the “Assurances-Non-Construction Programs – Attachment VII” to the Program Agreement, which is attached hereto as **Exhibit “B”**, and incorporated herein by reference, as well as any applicable Federal, State, County, or local law.
 - 2.11. Contractor shall require and ensure that all training requirements of its staff have been met as required in the Manual. Contractor will maintain documentation of such training and provide documentation to City to verify and substantiate compliance with all training requirements.
 - 2.12. Contractor agrees to establish procedures to handle complaints of discrimination involving service benefits. These procedures shall include guidelines to advise clients, employees, and participants of the right to file a complaint, the right to a fair hearing, the right to appeal a denial or

exclusion from the services or benefits from this Agreement and that complaints of discrimination involving services or benefits through this Agreement may also be filed with the City, the Areawide Council on Aging of Broward County, Inc. or the appropriate federal or state agency. Contractor shall council with all clients, employees and participants to explain and communicate all procedures and guidelines for filing of such complaints.

- 2.13. The City shall use its best efforts to provide transportation services for the individuals to the Premises so that the individuals may receive the Services provided by Contractor. The parties acknowledge, however, that the City's ability to provide transportation is subject to the client's eligibility for transportation and availability of reimbursement funds for transportation services.

3. Consideration.

- 3.1. In full and complete consideration of the use of the City's SWFP, the Contractor shall pay to the City the sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) during the first year of the Agreement in twelve equal monthly payments (the "Facility Fee"). Facility Fee shall include all utilities (water, waste, electricity, gas, local telephone) and janitorial services. Easter Seals will be responsible for all long distance charges incurred as well as DSL. During the second year of the Agreement, the Contractor shall pay the City a Facility Fee in the amount of Eighty Two Thousand and 00/100 Dollars (\$82,000.00) for the use of the SWFP. During the third year of the Agreement, the Contractor shall pay the City a Facility Fee in the amount of Ninety Thousand Seven Hundred Fifty and 00/100 Dollars (\$90,750.00) for the use of the SWFP.
- 3.2. Contractor will pay the City the Facility Fee on a monthly basis, no later than the 10th of each month. Payment shall be made to the City at the following address:

City of Pembroke Pines
c/o Jay Shechter, Director of Community Services
301 NW 103rd Avenue
Pembroke Pines, FL 33027

- 3.3. In full and complete consideration of the Contractor providing the Services pursuant to this Agreement, the City shall pay the Contractor in conformance with the terms and conditions of the Program Agreement, JA009-10-2009, which is attached hereto as **Exhibit "B"**, and incorporated herein by reference.
- 3.4. The City shall be responsible to pay Contractor the Unit of Service fee as provided in the Program Agreement per Unit of Service delivered by Contractor with the required client/caregiver documentation. Total

compensation for services provided under this Agreement shall not exceed Two Hundred Eighty Eight Thousand One Hundred Fifty Eight and 00/100 Dollars (\$288,158.00) during any fiscal year (October 1st through September 30th) in which this Agreement is in effect. The funds City pays to Contractor are received by City through an allocation from the Areawide Council on Aging of Broward County, Inc. to the City pursuant to the Program Agreement. In the event the City receives additional funds, this Agreement may be amended to provide for an increase in the total compensation paid to the Contractor.

- 3.5. The original invoice is due monthly. City agrees to reimburse the Contractor on a monthly billing basis on or before the 15th of the month following provision of services, beginning on the 15th of the first month following the date of execution of this Agreement by City.
- 3.6. Invoices not acceptably submitted within fifteen (15) calendar days of the termination date of this Agreement shall not be payable unless an extension has been granted by the Project Manager. Submission of accurate, timely documentation, and other requested information as required by City may be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to Contractor for corrections shall not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- 3.7. Contractor represents to City that no other reimbursement is available or used for invoiced services and City has relied upon that representation. Contractor shall bill and pursue collection of third party, Medicaid, and client payments (where applicable) for services rendered under this Agreement. Contractor shall keep accurate and complete records of any fee collected, reimbursement, or compensation of any kind received from any client, Medicaid, or other third party, for any service covered by this Agreement, and shall make all such records available to the City upon demand. Contractor shall report such fee, reimbursement, compensation or funding to City for such payments received.
- 3.8. Payment will be made to Contractor at:

Easter Seals South Florida
1475 NW 14th Avenue
Miami, FL 33125

- 3.9. It is Contractor's responsibility to advise City in writing, of changes in Contractor's address and/or telephone number.
- 3.10. Contractor acknowledges that Contractor is fully responsible for filing and paying any and all applicable local, state and federal taxes from compensation received. The City will submit a Form 1099 at the appropriate time for any and all monies received by Contractor.

4. Term and Termination of the Agreement.

- 4.1. Services under this Agreement shall be for the period commencing upon execution of this Agreement by both parties and shall continue for a three (3) year term unless and until the Agreement is terminated pursuant to this Agreement. An annual evaluation of contract between the City and Contractor will occur to determine continued effectiveness and any needed or required changes.
- 4.2. This Agreement may be terminated by either party for cause, or by City for convenience, upon thirty (30) days written notice to the Contractor. In the event of such termination, Contractor shall be paid its compensation for work performed to termination date. In the event that Contractor abandons this Agreement or causes it to be terminated by City, Contractor shall indemnify City against any loss pertaining to this termination and this provision shall survive such termination.
- 4.3. Further, the City may terminate the Agreement immediately if Contractor engages in or is accused of engaging in any behavior that has the effect of diminishing or constraining the goodwill or good reputation of the City.
- 4.4. Contractor understands and acknowledges that, although its performance under this Agreement will be a factor considered by the City in evaluating future funding requests, City funding under this Agreement relates exclusively to the term of service specified herein and that the City, by entering into this Agreement with the Contractor, assumes no obligation whatsoever with respect to further or future funding to this Contractor.

5. Monitoring Required Records and Reports. With respect to required monitoring of compliance with the terms and conditions of this Agreement, the provision of Services pursuant to this Agreement, and the individuals served by Contractor pursuant to this Agreement, the Contractor agrees as follows:

- 5.1. To assign appropriate staff as necessary to attend meetings with City staff to assess quality of service, service delivery systems; coordination of services, consumer satisfaction, records maintenance, and funding maximization, and to discuss any resulting recommendations.
- 5.2. To provide full access to administrative and service delivery sites to City, during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery and contractor staff interaction. City and Contractor shall maintain the confidentiality of client services and records in full, maintain the confidentiality of client services, and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- 5.3. To make all records pertaining to eligible clients subject at all times to inspection, review, and/or audit by City.

- 5.4. That "Records pertaining to eligible clients" as referenced in the foregoing section shall include where applicable but not be limited to: client files, case, and/or progress notes; individual treatment plans; individual case management plans; residential occupancy logs; shelter logs, telephone logs; service delivery records including treatment schedules; purchase records; accounting records; professional credentials; consumer satisfaction surveys; internal evaluation procedures; agency and project records of goals and objectives and attainment/accomplishment.
- 5.5. If documentation is not readily available, then payments shall be suspended until such time as the Contractor has rescheduled another monitoring appointment to occur within 30 days.
- 5.6. Back-up documentation used to support the billings and outcome for services provided shall be approved by Project Manager prior to execution.
- 5.7. That monitoring reports originated periodically by designated City staff and all the performance requirements of this Agreement and timeliness of requested information shall be considered a factor in evaluating future funding requests.
- 5.8. Upon request by City, in the event services similar or identical to those for which City reimburses are purchased and/or subsidized in whole or in part by another public or private funding source. A report shall be submitted, containing the same level of information concerning these services as is required on invoices and supporting documentation for City. Any monitoring reports and/or similar services provided must be submitted to the City within thirty (30) days of receipt. Such reports must be sent to the Project Manager.
- 5.9. To document and maintain record of beginning and ending service time and date of service for all the based units of service.
- 5.10. Contractor must maintain a case file, where appropriate, for each client served through this Agreement. At minimum the file must contain an immediately accessible fact or intake sheet from which the client's name, date of birth, and social security, citizenship status, and/or case file number may be determined or verified, as well as the dates and time of program entry and discharge; record of services arranged, provided or delivered through this Agreement whether directly or subcontracted with the certification of dates by appropriate Contractor staff. All file entries must be dated legible and substantive and the file must be current and consistent in chronological presentation. Case numbers when used must be used consistently throughout the files in conjunction with the name, social security, and/or case file number and date of birth whenever that information appears. Details of sensitive or stigmatized services may be segregated within the file, but they must be clearly dated and initialed so that verification of service delivery may be obtained from this source if no other file source provides sufficient verification.
- 5.11. If Contractor chooses to bill units of service delivered by individual employees or volunteers, internal systems must exist to allow the units

billed to be identified as a specific worker's product while still meeting client file criteria shown above.

- 5.12. If services billed are delivered by a specific worker, assignment and appointment logs, mileage records, signed time sheets, personnel and payroll records must also be available for review by City in addition to client case files.
- 5.13. A formal tracking system as applicable to the unit of service must be maintained by the Contractor identifying all clients referred to and from the program funded by City. Tracking system shall identify reason for referral and services delivered. If client was referred to another agency, file must include the action taken by the agency as a result of the referral.

6. HIPAA Compliance. Contractor agrees to comply with the applicable provisions of the Business Associate Agreement, which is attached hereto as **Exhibit "D"**, and incorporated herein by reference.

7. Retention of Records. Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years. The records shall be retained until resolution of the audit findings. In connection with any services provided pursuant this contract, Contractor agrees to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes) to the full extent that such Act is applicable to Contractor.

8. Independent Contractor.

- 8.1. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, the United States Department of Housing and Urban Development ("HUD"), or United States policies, rules or regulations relating to the use of the funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has make its own investment in its business, and

that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 8.2. Contractor may not subcontract services without prior written consent of Project Manager. Services provided by Contractor's subcontractors shall be subject to supervision by the Contractor. Employee compensation, personnel policies, tax responsibilities, social security, and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor or subcontractor.
- 8.3. The delivery of services through subcontractors shall not relieve Contractor of full responsibility for all requirements, provisions, and terms of this Agreement.
- 8.4. Contractor shall require all subcontractors to conform with the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards.
- 8.5. Contractor agrees to reimburse City any and all funds not used in compliance with this Agreement by Contractor or subcontractors.

9. Indemnification.

- 9.1 The Contractor agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The Contractor further agrees not to sue or seek any money or damages from City in connection with the above mentioned matters.
- 9.2 The Contractor agrees at all times to indemnify, hold harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- 9.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that §725.06, Florida Statutes, requires a specific consideration be given therefor. The parties therefore agree that the sum of TEN DOLLARS AND NO CENTS (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and

representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

10. Insurance. Contractor shall not perform its obligations pursuant to this Agreement, or utilize the SWFP until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Risk Manager.

10.1. Certificates of Insurance. Reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

10.2. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not utilize the SWFP pursuant to this contract unless all required insurance remains in full force and effect.

10.3. Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
C.	Personal Injury	
1.	Annual Aggregate	\$1,000,000

10.4. Professional Liability/Medical Malpractice Coverage \$1,000,000 limit

10.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The

following limits must be maintained:

- | | | |
|----|-----------------------|--------------------------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each
accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-employee |

If Contractor claims to be exempt from this requirement, Contractor shall provide City proof of such exemption along with a written request for City to exempt Contractor, written on Contractor letterhead.

- 10.6. Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- | | | |
|----|---------------------|-------------|
| A. | Bodily Injury | |
| | 1. Each Occurrence | \$1,000,000 |
| | 2. Annual Aggregate | \$1,000,000 |
| B. | Property Damage | |
| | 1. Each Occurrence | \$1,000,000 |
| | 2. Annual Aggregate | \$1,000,000 |

- 10.7. Contractor shall name the City as an additional insured on each of the policies required herein and shall hold the City harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

- 10.8. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to City. The Contractor and any subcontractors shall maintain such policies during the term of this Agreement.

11. Use of the Premises. The Contractors use of the Premises shall be subject to the following conditions:

- 11.1. Quiet Enjoyment. City covenants and agrees with Contractor that so long as Contractor complies with the terms of this Agreement, Contractor shall have quiet and undisturbed continuous possession of the Premises for the term of this Agreement.
- 11.2. Use of the Premises. During the entire Term of this Agreement, and all extended terms thereof, the Premises must be used and occupied for the sole use as specified in this Agreement, and for no other purpose or purposes without the written consent of the City, which consent shall not

- be unreasonably withheld.
- 11.3. Permits and Licenses. Contractor shall procure at its sole expense any and all permits and licenses required for the transaction of business in the Premises and will at all times comply with all applicable laws, ordinances and governmental regulations relating to the business of Contractor conducted at the Premises .
 - 11.4. Business Operations. Contractor agrees to conduct its business at all times in a high class and reputable manner and in accordance with all governmental regulations, laws and professional licenses.
 - 11.5. Examination of Premises. City represents and warrants to Contractor that it has fee simple title to the property and has properly exercised all requisite corporate authority to execute this Agreement and that the terms and provisions of the lease are binding on it.
 - 11.6. Maintenance. City shall at all times keep and maintain the Premises (including without limitation all entrances, all glass, windows, moldings and storefronts), the roof, and all partitions, doors, fixtures, equipment and appurtenances thereof and improvements thereto (including without limitation lighting, heating, ventilation and plumbing fixtures and equipment and wiring and its air conditioning system) in good order, condition and repair and shall replace any of the same as required by Contractor.
 - 11.7. Improvements. Contractor shall have the right to fully equip the Premises with all trade equipment, lighting fixtures, furniture, operating equipment, furnishings, floor coverings and any other equipment necessary for the provision of the Services pursuant to this Agreement. Contractor shall not make any alterations in or additions to the Premises without first obtaining the consent of the City, which consent of the City may not be unreasonably withheld. If alterations become necessary because of the application of laws or ordinances or of the directions, rules or regulations of any regulatory body to the business carried on by the Contractor or because of any act of default on the part of the Contractor or because Contractor has overloaded any electrical or other facility, Contractor shall make any required alterations whether structural or nonstructural at its own cost and expense after first obtaining City's written approval of plans and specifications. All improvements shall be in accordance with all Federal, State and Local regulations and codes and will not commence prior to obtaining all applicable permits.
 - 11.8. Provided Contractor has fulfilled all of its obligations under the Agreement, upon expiration of the Term of this Agreement, Contractor shall have the right to and agrees to promptly remove its personal property, trade fixtures and signs, and, upon Contractor's failure to do so, the said trade fixtures, signs and personal property shall be deemed abandoned by Contractor and shall become the property of the City.
 - 11.9. Liens. Contractor agrees that it will make a prompt payment when due, of all costs and expenses incurred in carrying out its agreement herein and of

all costs and expenses of any repairs, constructions or installations which are the responsibility of Contractor hereunder. Contractor agrees to indemnify, defend and save City harmless from and against any/all liabilities incurred by Contractor including any mechanics, materialmen's, or laborers' liens asserted or claimed against the Premises or any part thereof on account of work, labor or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of Contractor. Should any mechanic's or other lien be filed against the Premises or any part thereof for any reason whatsoever, Contractor shall cause the same to be cancelled and discharged of record by bond or otherwise within thirty (30) days after the date of such filing. In no event shall anything contained in this paragraph or elsewhere in the Agreement be deemed to subject City's interest in the Premises to the lien of any person doing work or furnishing materials at the instance and request of Contractor.

- 11.10. Taxes. Contractor acknowledges that it shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises resulting from the Services provided pursuant to this Agreement. The parties agree that the Contractor shall only be responsible for paying those taxes or assessments that relate to the Premises that is being used by Contractor pursuant to this Agreement. Contractor shall further pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Contractor's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of Contractor's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Contractor shall pay to City its share of such taxes within ten (10) days after delivery to Contractor by City of a statement in writing setting forth the amount of such taxes applicable to Contractor's property.
- 11.11. Sales Taxes. Contractor shall at all times be further responsible for all applicable taxes including, but not limited to, Florida Sales Tax arising out of or associated with this Agreement.
- 11.12. Contractor shall assume full responsibility for and shall pay all liabilities that accrue to the subject Premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Premises.

12. Default. The following events shall be deemed to be events of default by City or Contractor under this Agreement; If

- 12.1. Contractor shall fail to pay any installment of the Facility Fee, and such failure shall continue for a period of ten (10) days without notice or demand.

- 12.2. Contractor shall fail to comply with any term, provision or covenant of this Agreement, other than payment of Rent and shall not cure such failure within thirty (30) days after written notice thereof to City.
- 12.3. Contractor shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
- 12.4. Contractor shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or there shall be filed against Contractor a petition in bankruptcy or insolvency or a similar proceeding and any such proceedings shall not have been dismissed within thirty (30) days after its commencement, or Contractor shall be adjudged bankrupt or insolvent in proceeding filed against Contractor thereunder.
- 12.5. A receiver or Trustee shall be appointed for the Premises or for all or substantially all the assets of Contractor.
- 12.6. Contractor shall do or permit to be done anything that creates a lien upon the Premises, or any portion thereof subject to the Contractor's right to use.
- 12.7. City's failure to maintain the premises as required hereunder.

13. Warranty of Services. In the performance of services under this Agreement, Contractor warrants that the services shall (1) reflect the degree of skill and care required by customarily accepted professional practices and procedures, (2) be performed in accordance with the customarily accepted best practices and procedures for the performance of such services, and (3) be performed in accordance with all terms and conditions of this Agreement. Contractor shall be fully qualified and shall be authorized under State and local law to perform the Services outlined in this contract and agrees to submit a copy of the highest degree required to perform Services and a copy of any current Professional Licensures or other Certifications that are required to perform Services under this Agreement. Contractor agrees at Contractor's own expense to maintain such required Professional Licensures or other Certifications as are required and to complete any required trainings for the performance of Services throughout the term of this Agreement.

14. Public Entities Crime Act. As required by Florida law, Contractor shall execute that document attached hereto as **Exhibit "E"** at or prior to commencement of this Agreement verifying that Contractor has not been convicted of a public entities crime as provided in §287.133, Florida Statutes.

15. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. Assignment. Contractor acknowledges that Contractor may not assign any of Contractor's rights or delegate any of Contractor's duties or obligations under this Agreement without the City's prior written consent.

17. No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with confirmation of receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Contractor and the City designate the following as the respective places for giving of notice:

CITY: Jay Shechter, Director
Southwest Focal Point Senior Center
City of Pembroke Pines
Community Services Department
301 Northwest 103 Avenue
Pembroke Pines, Florida 33026
Telephone No. (954) 450-6888
Facsimile No. (954) 450-6899

Copy To: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Luanne K. Welch, President/CEO
Easter Seals South Florida
1475 NW 14th Avenue
Miami, FL 33125

Telephone No. (305) 547-4757

Facsimile No. (305) 547-4771

19. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

21. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

22. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23. No Waiver. No waiver by City of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the Facility Fee, any portion of the Facility Fee, or any other amount due hereunder by City shall not be deemed to be a waiver of any preceding default by Contractor of any term, covenant or condition of this Agreement, other than the failure of the Contractor to pay the particular amount so accepted, regardless of City's knowledge of such preceding default at the time of the acceptance of such amount. No term, covenant, or condition of this Agreement shall have been deemed to have been waived by City, unless such waiver be in writing and signed by City. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

24. Attorney's Fees. In the event that either party shall have to enforce the provisions of this agreement the prevailing party shall be entitled to recover all of its attorneys' fees, and costs, including paralegal expenses, at both the trial and appellate levels, and further including any post judgment proceedings.

25. Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the appropriate court in Broward County, Florida.

26. Authority of Contractor. If Contractor is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that the corporation is in

good standing and is authorized to do business in the State of Florida. Said individual also represents and warrants to City that he is duly authorized to execute and deliver this Agreement on behalf of the corporation, in accordance with the bylaws of the corporation, and that this Agreement is binding upon the corporation.

27. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

28. Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

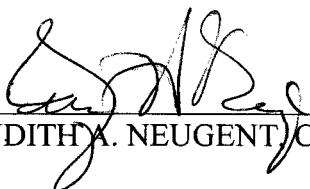
29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

30. Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year effective, upon the date on which the Agreement is signed by the City.

CITY OF PEMBROKE PINES:

ATTEST:

 9/22/09
JUDITH A. NEUGENT, CITY CLERK

BY: 
CHARLES F. DODGE, CITY MANAGER

DATE: 9/21/09, 2009

APPROVED AS TO FORM:

 9/16/09
OFFICE OF THE CITY ATTORNEY



EASTER SEALS SOUTH FLORIDA, INC.

WITNESSES:

Karen L. Lopez

Print Name Karen L. Lopez

[Signature]

Print Name L. Delvalle

By: Luanne K. Welch

Print Name: Luanne K. Welch

Title: President/CEO

STATE OF Florida :

COUNTY OF Miami-Dade : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Luanne K. Welch as President/CEO of Easter Seals South Florida, Inc., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Easter Seals South Florida, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Easter Seals South Florida, Inc.. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of September 2009.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:
SSG:DNT:dnt
H:\760185.PP\AGMT 2009\Easter Seals (AHDC-AC Services 2009)REV1.doc



Patricia Caballero
COMMISSION #DD767292
EXPIRES: MAR. 11, 2012
WWW.AARONNOTARY.COM

LIST OF EXHIBITS

- EXHIBIT "A" – SERVICES TO BE PROVIDED**
- EXHIBIT "B"- PROGRAM AGREEMENT JA009-10-2009**
- EXHIBIT "C" – RFQ #CS-09-02 and Response by Contractor**
- EXHIBIT "D" – BUSINESS ASSOCIATE AGREEMENT**
- EXHIBIT "E" – Sworn Statement under 297.133(3)(a), Fla. Stat.**

EXHIBIT "A"

SERVICES TO BE PROVIDED

1. Provide Adult Day Health Care/Alzheimer's Care at the City's Southwest Focal Point Service Center, Monday through Saturday from 7:00 am to 7:00 pm.
2. Provide a regular daily routine in accordance with the physical, mental and emotional needs of the individuals who attend the ADHC/AC
3. Provide an emergency disaster plan.
4. Supply an annual schedule for Services, including holidays.
5. Clean and maintain the Premises.
6. Provide a daily nutritionally balanced meal as required by the U.S. Department of Agriculture guidelines.
7. Provide personnel trained in first aid and CPR procedures to be available at the SWFP during business hours. A licensed LPN must be on staff at all times.
8. Provide an ongoing assessment of each client's physical, social and emotional adjustment in order to identify changing needs.
9. Provide and maintain the proper number of staff who are directly involved with clients during business hours. The staff to client ratio shall comply with the requirements as established by the State of Florida Agency for Health Care Administration.
10. Insure that the City's existing clients maintain their current funding source.

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc, hereinafter referred to as the "Council," and City of Pembroke Pines, Florida/Southwest Focal Point Senior Center hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT IV, Exhibit-2 as necessary.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Council. NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract**

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. **Incorporation of Documents within the Contract**

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs' handbooks, manuals or desk books, 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) will prevail over inconsistent provisions in the Proposal(s) or other general materials not specific to this contract document and identified attachments.

3. **Term of Contract**

This contract will begin on January 1, 2009 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 December 31, 2009.

4. **Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$ 488,397.15 subject to the availability of funds. \$ 351,314.95 represents Federal Older Americans Act (OAA) Title III B funds, \$ 93,215.03 represents OAA Title III E funds; \$ 43,867.17 represents Areawide Council on Aging (AAA) local matching funds for Title III B. In accordance with provision of Title III of the Older Americans Act, the Recipient will contribute to the project \$ 95,284.05 in matching funds.

5. **Renewals**

By mutual agreement of the parties, in accordance with section 287.058(1)(f), F.S., the Council may renew the contract for a period not to exceed three 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. 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 agency and the availability of funds.

6. **Compliance with Federal Law**

- 6.1 If this contract contains federal funds the contractor will comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 6.2 If this contract contains federal funds and is over \$100,000, the contractor will comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act as amended (42 USC 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The contractor will report any violations of the above to the Council.
- 6.3. The contractor, or agent acting for the contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, ATTACHMENT III. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this contract.
- 6.4. The contractor will not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 USC 1324 a) and the Immigration Reform and Control Act of 1986 (8 USC 1101). Such violation will be cause for unilateral cancellation of this contract by the Council.
- 6.5. That if this contract contains \$10,000 or more of federal funds, the contractor will comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.6. That if this contract contains federal funds and provides services to children up to age 18, the contractor will comply with the Pro-Children Act of 1994 (20 USC 6081).
- 6.7. That a contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The contractor will complete and sign ATTACHMENT VI prior to the execution of this contract.
7. **Compliance with State Law**
 - 7.1. That this contract is executed and entered into with the Areawide Council on Aging of Broward County, Inc with the pass through funding from the State of Florida, and will be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
 - 7.2. Requirements of Section 287.058, F.S.
 - 7.2.1. The contractor will provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.

- 7.2.2. The contractor will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3. If itemized payment for travel expenses is permitted in this contract, the contractor will submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4. The contractor will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Council may unilaterally terminate the contract.
- 7.3. If clients are to be transported under any agreements and/or contracts incorporating this contract, the contractor will comply with the provisions of Chapter 427, F.S., and Rule 41, F. A. C.
- 7.4. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of section 287.134, F.S.
- 7.5. The contractor will comply with the provisions of section 11.062, F.S., and section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8. Grievance Procedures

The contractor will develop and implement grievance procedures to process and resolve client dissatisfaction with or denial of service(s), or address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the contractor's determination(s).

9. Audits, Inspections, Investigations, Public Records and Retention

- 9.1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
- 9.2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records will be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Council.
- 9.3. Upon demand, at no additional cost to the Council, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 9.2.
- 9.4. To assure that these records will be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Council.
- 9.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to

examine any of the contractor's contracts and related records and documents, regardless of the form in which kept.

- 9.6. To provide a financial and compliance audit to the Council as specified in this contract and in ATTACHMENT IV (Financial and Compliance Audit) and to ensure that all related party transactions are disclosed to the auditor.
- 9.7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

10. Nondiscrimination-Civil Rights Compliance

- 10.1. The contractor will execute assurances in ATTACHMENT VII that it will not discriminate against any person in the provision of services or benefits under this contract 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.
- 10.2. The contractor will and submit retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).
- 10.3. The contractor agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 10.4. 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 department 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.

11. Provision of Services

The contractor will provide services in the manner described in ATTACHMENT I.

12. Monitoring by the Council

The contractor permits persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the contractor to assure the Council of the satisfactory performance of the terms and conditions of this contract. Following such review, the Council will deliver to the contractor a written report of its findings and request for development, by the contractor, of a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

13. Indemnification

- 13.1. The contractor will indemnify, save, defend, and hold harmless the Council and the State of Florida Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the contractor is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the Council's negligence.
- 13.2 Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 13.1 is not applicable to contracts executed between the Council, State of Florida Department of Elder Affairs, and state agencies or subdivisions defined in s. 768.28(2), F.S.

14. Insurance and Bonding

- 14.1. To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the contractor do not limit the contractor's liability and obligations under this contract. The contractor will ensure that the Council has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in this contract.
- 14.2. Throughout the term of this agreement, the contractor agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

15. Confidentiality of Information

The contractor will not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

16. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated there under (45 CFR 160, 162, and 164).

17. Incident Reporting

- 17.1. The contractor will notify the Council immediately, but no later than forty-eight (48) hours from, the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perform, such as problems, delays or adverse conditions which may impair the ability to meet the objectives of this contract.
- 17.2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number

(1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the contractor and its employees.

18. Sponsorship and Publicity

- 18.1. As required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (contractor’s name), Aging and Disability Resource Center of Broward County, and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Aging and Disability Resource Center of Broward County and State of Florida, Department of Elder Affairs” will appear in at least the same size letters or type as the name of the organization.
- 18.2. The contractor will not use the words “Aging and Disability Resource Center of Broward County and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the Council prior to use.

19. Assignments

- 19.1. The contractor will not assign the rights and responsibilities under this Contract without the prior written approval of the Council, which will not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract.
- 19.2. This contract will remain binding upon the successors in interest of either the contractor or the Council.

20. Subcontracts

- 20.1. The contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the contractor or its subcontractors. Any subcontracts will be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Council against any such claims.
- 20.2. The contractor will promptly pay any subcontractors upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

21. Independent Capacity of Contractor

It is the intent and understanding of the parties that the contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and will not hold themselves out as employees or agents of either without specific authorization from the Council. It is the further intent and understanding of the parties that the Council does not control the employment practices of the contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the contractor will be the sole responsibility of the contractor.

22. Payment

Payments will be made to the contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Council's finance section for approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.

23. Return of Funds

The contractor will return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Council. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor will repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or contractor discovery.

24. Data Integrity and Safeguarding Information

The contractor will insure an appropriate level of data security for the information the contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The contractor will insure all subcontractors maintain written procedures for computer system back up and recovery. The contractor will complete and sign ATTACHMENT V (Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements) prior to the execution of this contract.

25. Conflict of Interest

The contractor will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the contractor or subcontractor will participate in selection, or in the award or administration of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The contractor's board members and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this contract. The contractor's employees and subcontractors must make the same disclosures described above to the contractor's board of directors. Compliance with this provision will be monitored.

26. Public Entity Crime

Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Council and/or the State of Florida, Department of Elder Affairs. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

27. Purchasing

27.1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor will be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

27.2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065 and 287.045, F.S.

28. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the contractor will refer the discovery, invention or material to the State of Florida, Department of Elder Affairs to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S.

29. Emergency Preparedness and Continuity of Operations

29.1. If the tasks to be performed pursuant to this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the contractor will, within 30 days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the contractor will notify the Council of emergency provisions.

29.2. In the event, a situation results in a cessation of services by a subcontractor, the contractor will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

30. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract will take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000

Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form will take precedence.

31. **Use of State Funds to Purchase or Improve Real Property**
Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
32. **Dispute Resolution**
Any dispute concerning performance of the contract will be decided by the Executive Director, who will reduce the decision to writing and serve a copy on the contractor.
33. **No Waiver of Sovereign Immunity**
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.
34. **Venue**
If any dispute arises out of this contract, the venue of such legal recourse will be Broward County, Florida.
35. **Entire Contract**
This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations will be valid or binding upon the Council or the contractor unless expressly contained herein or by a written amendment to this contract.
36. **Force Majeure**
Neither party will be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
37. **Severability Clause**
The parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and will remain in full force and effect.
38. **Condition Precedent to Contract: Appropriations**
The parties agree that the Council's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the contractor will not be entitled to file a claims bill.
39. **Addition/Deletion**
The parties agree that the Council reserves the right to add or to delete any of the services required under this contract when deemed to be in Broward County's best interest. The parties will negotiate compensation for any additional services added.
40. **Waiver**
The delay or failure by the Council to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any

single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

41. Compliance

The contractor agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The parties agree that failure of the contractor to abide by these laws will be deemed an event of default of the contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Council.

42. Final Invoice

The contractor shall submit the final invoice for payment to the Council as specified in Attachment I, Paragraph 3.2.1. (date for final request for payment) of ATTACHMENT I. If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Council may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the contractor and necessary adjustments thereto have been approved by the department.

43. Renegotiations or Modifications

Modifications of the provisions of this contract will be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

44. Termination

- 44.1.** This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice will be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the contract.
- 44.2.** In the event funds for payment pursuant to this contract become unavailable, the Council may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. Said notice will be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the contract. The Council will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
- 44.3.** This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Council may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Council's right to remedies at law or in equity.
- 44.4.** Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have (1) previously failed to satisfactorily perform in a contract with the Council,

been notified by the Council of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

45. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment will be made is:	City of Pembroke Pines, Florida Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Tami Farthing, Project Director 301 NW 103rd Avenue Pembroke Pines, FL 33026
c.	The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:	Tami Farthing, Project Director 301 NW 103rd Avenue Pembroke Pines, FL 33026 (954) 450-6888
d.	The section and location within the Council where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Contract Manager for the Council for this contract is:	Kathryn Furey 5300 Hiatus Road Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this contract.		

46. Selection Of A Project Director

46.1. In the event the representative of the contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director’s vacancy. The Council will review and either approve or disapprove the candidates’ credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the contractor from the approved listing.

46.2. The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

46.2.1. The Board of Directors (or equivalent) of the contractor will notify the Council of their recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:

46.2.1.1. appropriate and reasonable efforts to recruit applicants on a non-discriminatory basis.

- 46.2.1.2. information on where, when, how, and how long the vacancy will be advertized.
- 46.2.1.3. the methodology for accepting applications.
- 46.2.1.4. the methodology for screening applications/applicants.
- 46.2.1.5. the criteria which will be applied to determine three-to-five persons qualified for the position.
- 46.2.1.6. the education, training, and or experience deemed essential for the position as determined by the Board of Directors of the Contractors Administering Agency.
- 46.3. The Contractor's Board will provide the Council with the application or resume' of persons deemed best qualified.
- 46.4. Council will, within 10 working days, review the application/resume of the Candidates and offer comments on their qualifications.
- 46.5. After review and comment by Council, the Contractor's Board of Director's is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.
- 46.6. If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor's Board must repeat the recruitment cycle.
- 46.7. The Contractor's Board of Directors will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.
- 46.8. At any time there is a vacancy for a Project Director, the Contractor's Board of Directors must immediately appoint an "Acting" Project Director, and notify the Counsel upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council
- 47. **All Terms and Conditions Included**
This contract and its Attachments, I – X, A and B, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations or agreements, either written or verbal between the parties.

IN WITNESS THEREOF, the parties hereto have caused this 53 page agreement to be executed by their undersigned officials as duly authorized.

CONTRACTOR: City of Pembroke Pines,
Florida/Southwest Focal Point Senior Center

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

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED
BY: Charles F. Dodge

SIGNED
BY: Rickey Pine

NAME: Charles F. Dodge

NAME: Rickey Pine

TITLE: City Manager

TITLE: President

DATE: December 17, 2008

DATE: 12/30/08

FEDERAL ID NUMBER: 59-0908106
FISCAL YEAR-END DATE: September 30

*Approved as to form
Julie Blahn
12/17/08*

OLDER AMERICANS ACT PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. CONTRACT ACRONYMS

Activities of Daily Living (ADL)
Adult Protective Services (APS)
Alliance of Information & Referral Systems (AIRS)
Americans with Disabilities Act (ADA)
Area Agency on Aging (AAA)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Florida Alliance of Information and Referral Services (FLAIRS)
Information and Referral (I&R)
Instrumental Activities of Daily Living (IADL)
Memorandum of Agreement (MOA)
Memorandum of Understanding (MOU)
Older Americans Act (OAA)
Planning and Service Areas (PSAs)
Web-based Database System (WebDB)

1.1.2. PROGRAM SPECIFIC TERMS

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 Department of Elder Affairs instructions.

Area Plan Update: A revision to the area plan wherein the Council enters OAA specific data in the web-based database system (WebDB). An update may also include other revisions to the area plan as instructed by the Department of Elder Affairs.

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

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 (ADL) 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.

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.

1.2. DEPARTMENT OF ELDER AFFAIRS MISSION STATEMENT

The Department of Elder Affairs' mission is to foster an optimal quality of life for elder Floridians. The Department of Elder Affairs' vision and shared values are to foster a social, economic and intellectual environment for all ages, and especially those age 60 and older, where all can enjoy Florida's unparalleled amenities in order to thrive and prosper. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the Department of Elder Affairs' mission, vision, and program priorities.

1.2.1. Older Americans Act Program Mission Statement

The Older Americans Act (OAA) Program is a federal program that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

1.3. GENERAL DESCRIPTION

1.3.1. General Statement

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of selfcare with appropriate supportive services.

1.3.2. Authority

The relevant references authority governing the OAA program are:

- (1) Older Americans Act of 2006, as amended;
- (2) Rule 58A-1, Florida Administrative Code; and
- (3) Section 430.101, Florida Statutes.

1.3.3. Scope of Service

The contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, and IIIE programs of the Older Americans Act within its designated Service Provider Application (SPA). The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in the current contractor's service provider application update and the current Department of Elder Affairs Programs and Services Handbook, (**ATTACHMENT A**).

1.3.4. Major Program Goals

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives that meet the diverse needs of elders and their caregivers.

1.4. INDIVIDUALS TO BE SERVED

1.4.1. Eligibility (Title III Programs)

1.4.1.1. OAA Title III, General

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program.

1.4.1.2. OAA Title IIIB, Supportive Services

- (1) Individuals age 60 or older; and
- (2) Information and Referral/Assistance services are provided to individuals regardless of age.

1.4.1.3. OAA Title III E, Caregiver Support Services

- (1) Family caregivers of individuals age 60 or older;
- (2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- (3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- (4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

1.4.2. Targeted Groups

Preference shall be given to those with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

SECTION II – MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of the OAA program, the contractor shall ensure the following tasks are performed:

- (1) Client eligibility determination as listed in **ATTACHMENT I, Paragraph 1.4;**
- (2) Targeting and screening of service delivery for new clients;
- (3) Delivery of services to eligible clients;
- (4) Use of volunteers to expand the provision of available services; and
- (5) Monitoring the performance of its contractors.

2.1.1. Targeting and Screening of Service Delivery for New Clients

The contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

2.1.2. Delivery of Services to Eligible Clients

The contractor shall provide a continuum of services that meets the diverse needs of elders and their caregivers. The contractor shall perform and report performance of the following services in accordance with **ATTACHMENT A**. The services funded pursuant to this contract are in accordance with the OAA, Title III, sections 321, and 373 as follows:

- (1) Section 321, Title IIIB Supportive Services;
- (2) Section 373, Title III E Caregiver Support Services; and

2.1.2.1. Supportive Services

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;
- (2) Caregiver Training/Support;
- (3) Case Aid/Case Management;

- (4) Chore Services;
- (5) Companionship;
- (6) Counseling (Gerontological and Mental Health);
- (7) Education/Training;
- (8) Emergency Alert Response;
- (9) Escort;
- (10) Health Support;
- (11) Home Health Aid;
- (12) Homemaker;
- (13) Housing Improvement;
- (14) Information;
- (15) Intake;
- (16) Interpreter/Translating;
- (17) Legal Assistance;
- (18) Material Aid;
- (19) Occupational Therapy;
- (20) Outreach;
- (21) Personal Care;
- (22) Physical Therapy;
- (23) Recreation;
- (24) Referral/Assistance;
- (25) Respite Services;
- (26) Screening/Assessment;
- (27) Shopping Assistance;
- (28) Skilled Nursing;
- (29) Specialized Medical Equipment, Services and Supplies;
- (30) Speech Therapy;
- (31) Telephone Reassurance; and
- (32) Transportation.

2.1.2.2. Caregiver Support Services Program

The Caregiver Support Services Program components are designated in the Client Information and Registration Tracking System (CIRTS) as follows:

- (1) Caregiver Support Services (IIIE Program);
- (2) Caregiver Supplemental Services (IIIES Program); and
- (3) Grandparent Support Services (IIIEG Program)

2.1.2.3. 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;
- (2) Caregiver Training/Support;
- (3) Counseling (Gerontological and Mental Health);
- (4) Education/Training;
- (5) Financial Risk Reduction (Assessment and Maintenance);
- (6) Information;
- (7) Intake;
- (8) Outreach;
- (9) Referral/Assistance;
- (10) Respite Services;
- (11) Screening/Assessment; and
- (12) Transportation.

2.1.2.6. Caregiver Support Supplemental Services (IHES Program): At least 10 percent, but no more than 20 percent, of the total Title III E funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers.

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Legal Assistance;
- (4) Material Aid; and
- (5) Specialized Medical Equipment, Services and Supplies.

2.1.2.7. Caregiver Support Grandparent Services (IIIEG Program): At least 5 percent, but no more than 10 percent, of the total Title III E funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

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

2.1.3. Monitoring the Performance of Subcontractors

The contractor shall conduct at least one monitoring per year of each subcontractor. The contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

2.2. SERVICE LOCATION AND EQUIPMENT

2.2.1. Service Times

The contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3. Equipment

- 2.3.1. Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 2.3.2. Contractors and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Council upon request.
- 2.3.3. The contractor's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
- (1) A description of the equipment;
 - (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
 - (3) Source of the equipment, including the award number;
 - (4) Whether title vests in the contractor or the Federal Government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
 - (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a contractor compensates the Federal awarding agency for its share.
- 2.3.4. Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the service provider application approved by the Council is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, Paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.
- 2.3.5. The contractor shall not dispose of any equipment or materials provided by the Council and/or Department of Elder Affairs, or purchased with funds provided through this contract without first obtaining the approval of the Council's Finance Director. When disposing of property or equipment the contractor must submit a written request for disposition instructions to the respective Fiscal Director. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 2.3.6. The Council's Finance Director will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the contractor is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).

- 2.3.7. Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of s. 216.348, F. S.
- 2.3.8. Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 2.3.9. The contractor must adhere to the Council's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Council upon request.

2.4. DELIVERABLES

2.4.1 Service Unit

The contractor shall provide the services described in the contract in accordance with **ATTACHMENT A**. The chart below lists the services that can be performed and the unit of measurement.

Service		Unit of Service
Adult Day Care/Adult Day Health Care Caregiver Training/Support Case Aid/Case Management Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Escort Financial Risk Reduction Services Health Support Home Health Aide Homemaker Housing Improvement Intake	Interpreter/Translating Legal Assistance Medication Management Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Fitness Physical Therapy Recreation Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy	Hour
Emergency Alert Response		Day
Disease Information Education/Training Health Promotion Health Risk Assessment/Screening Home Injury Control Information Material Aid Medication Management Nutrition Education Outreach Referral/Assistance Specialized Medical Equipment, Services and Supplies		Episode

Telephone Reassurance	
Escort Shopping Assistance Transportation	One-Way Trip
Congregate and Home Delivered Meals	Meal

2.5. REPORTS

The contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. The contractor must establish due dates for any subcontractors that permit the contractor to meet the Department of Elder Affairs' reporting requirements.

2.5.1 Service Provider Application Update and All Revisions Thereto

The contractor is required to submit a service provider application update wherein the Council enters OAA specific data in the webbased database system (WebDB).

2.5.2. Client Information and Registration Tracking System (CIRTS) Reports

The contractor is required to use CIRTS reports in the web-based CIRTS database system to ensure data accuracy. The report categories include:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.

2.5.3. Service Costs Reports

The contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six months ending 06/30/2009 is due on August 20, 2009. The second semi-annual report encompassing the twelve months ending 12/31/2009 is due on February 20, 2010.

2.5.4. Surplus/Deficit Report

The contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th of each month. This report is for all agreements and/or contracts between the contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the contractor's Board of Directors on resolution of spending issues, if applicable
- (5) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

2.6. RECORDS AND DOCUMENTATION

The contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Department of Elder Affairs. Maintenance includes valid exports and backups of all data and systems according to Department of Elder Affairs standards.

- 2.6.1. Each contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the Department upon request.

2.7. PERFORMANCE SPECIFICATIONS

2.7.1. Outcomes

- (1) The contractor shall timely submit to the Council all reports described in **ATTACHMENT I, Paragraph 2.5. REPORTS;**
- (2) The contractor shall timely submit to the Department all information described in **ATTACHMENT I, Paragraph 2.6. RECORDS AND DOCUMENTATION;**
- (3) The contractor shall ensure services in this contract are in accordance with **ATTACHMENT A.**

- 2.7.2. The performance of the contractor in providing the services described in this contract shall be measured by the current service provider application strategies for the following criteria:

- (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.

2.7.3. 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 shall be conclusive. The contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables.

2.8. CONTRACTOR'S FINANCIAL OBLIGATIONS

2.8.1. Matching, Level of Effort, and Earmarking Requirements

The contractor's match will be made in the form of local cash, and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10 percent of the funding needed to deliver the services. The match required in this contract between the Council and the contractor may include funds raised by the Council to help defray the contractor's obligation to produce this match. Such match assistance, if any, is separately identified in Paragraph 4 of this contract. Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

2.8.2. Consumer Contributions

- (1) The contractor assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;

- (2) Voluntary contributions are not to be used for cost sharing or matching;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

2.8.3. Use of Service Dollars

The contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in the contract. The contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the contractor. If the Council determines that the contractor is not spending service funds accordingly, the Council may transfer funds to other contractors during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.8.4. The contractor agrees to distribute funds as detailed in the service provider application update and the **Budget Summary, ATTACHMENT IX** to this contract. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

2.8.5. Title III Funds

The contractor assures compliance with Section 306 of the Older Americans Act as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.9. COUNCIL'S RESPONSIBILITIES

2.9.1. Program Guidance and Technical Assistance

The Council will provide to the contractor guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the contractor.

2.9.2. Contract Monitoring

The Council shall, at its own discretion, conduct monitoring concerning any aspect of the contractor's performance of this contract.

SECTION III: METHOD OF PAYMENT

3.1. General Statement of Method of Payment

The method of payment for this contract includes advances and fixed rate for services. The contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105. (ATTACHMENT X)

3.1.1. The contractor agrees to implement the distribution of funds as detailed in **ATTACHMENT IX, Budget Summary**. An amendment is required to change the total amount of the contract.

3.2. Advance Payments

3.2.1. The contractor may request a monthly advance for service costs for each of the first two months of the agreement period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed agreement, approved by the Council, and maintained in the Finance Director's file. The detailed documentation will include a statement of the process and procedure utilized for distribution of the advances. If approved, the advance payment shall be made to the recipient after January 1, 2009 and no later than February 1, 2009 by the Council, subsequent to receipt of an invoice and justifying documentation. All payment requests for the third through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement. The schedule for submission of advance requests is **ATTACHMENT IX** to this agreement. All advance payments are subject to the availability of funds.

- 3.2.2. The contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after January 1, 2009.
- 3.2.3. Requests for the third through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests, if available is shown on **ATTACHMENT VIII** of this contract.
- 3.2.4. All Any approved advance payment amount shall be recovered during the entire agreement period, beginning with the invoice submitted for the month of January 2009 through the invoice submitted for December 2009. The amount of the advance payment recovery shall be one-twelve of the advance payment amount deducted in each month of the recovery period from each monthly invoice described above until the total advance payment amount is recovered.
- 3.2.5. Interest earned on advances must be identified separately by source of funds, state or federal. Contractors shall maintain advances of federal funds in interest bearing accounts unless otherwise excepted in accordance with 45 CFR 74.22(k).
- 3.3. **Invoice Submittal and Requests for Payment**
All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106 and 105. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Department of Elder Affairs forms.
- 3.3.1. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT X** to this contract.
- 3.3.2. 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 Paragraph 22 of this contract.
- 3.3.3. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT IX, Budget Summary**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.
- 3.3.4. **Date for Final Request for Payment**
The final request for payment will be due to the Council no later than February 5, 2010.
- 3.4. **Documentation for Payment**
The contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals, such as Department of Financial Services, upon request.
- 3.4.1. The contractor shall ensure subcontractors enter all required data per the Department of Elder Affairs' CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the contractors submit their request for payment and expenditure reports to the Council. The contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

ATTACHMENT II
Older Americans Act Program

**SUMMARY OF STANDARDS FOR PROFESSIONAL
INFORMATION & REFERRAL**

Sections I - VI of this attachment address the specific standards for professional information and referral adopted by the Department for Elder Helplines in the state of Florida. The standards are outlined in the most recent version of the Requirements for AIRS Accreditation and Operating 2-1-1 Systems, published by the Alliance of Information and Referral Systems.

I. SERVICE DELIVERY

Standard 1: Information Provision

Trained Information and Referral Specialists will provide accurate information to inquirers in response to direct requests for such information. Information can range from a limited response (such as organization's name, telephone number, and address) to detailed data about community service systems (such as explaining how a group intake system works for a particular agency), agency policies, and procedures for application.

Every call, including information only calls, shall be documented. Documentation shall include the type of information requested and the action taken.

- The I&R Specialist shall encourage inquirers to call back if the information proves incorrect, inappropriate, or insufficient to link them with needed service(s).

Standard 2: Referral Provision

The contractor's will provide information and referral services in which the inquirer has one-to-one contact with an I&R specialist. The referral process consists of assessing the needs of the inquirer, identifying appropriate resources, assessing appropriate response modes, indicating organizations capable of meeting those needs, providing enough information about each organization to help inquirers make an informed choice, helping inquirers for whom services are unavailable by locating alternative resources, and when necessary, actively participating in linking the inquirer to needed services.

Follow-up is required for each referral when assistance and/or advocacy is provided. The referral cannot be counted until follow-up is complete.

- The contractor will strive to provide access to community resource information in a variety of formats and through a variety of paths which include supported access through an I&R worker or case manager and options for independent access by end users. The contractor will serve the entire community of older individuals, particularly older individuals with the greatest social need, older individuals with the greatest economic need, older individuals with limited English proficiency, older individuals residing in rural areas and older individuals at risk of institutional placement.
- The contractor information and referral services hours of operation shall be appropriate to community needs. At a minimum, the helpline must maintain business hours from 8:00 am to 5:00 pm Monday through Friday.
 - If I&R services are not available 24 hours a day, an answering system must be in place that identifies the agency, provides hours of operation and gives the caller the option to leave a message and gives the number of an organization that will offer service in an emergency (i.e., directing callers to dial 9-1-1 if an emergency).
 - If the contractor has arrangements with another agency to provide after hours or 24-hour coverage, the arrangement must be documented in a formal memorandum of agreement (MOA).
- During hours of operation, the contractor will provide timely access to an I&R specialist. The contractor will have a method of tracking call volume.

- Information and referral services must be provided by trained information and referral specialists. At a minimum, an I&R specialist must have a high school diploma or GED and three years experience in information and referral services, case management, call center services, social services; or related work experience.
- An information and referral specialist will have the skills to meet the needs of people who are angry and hostile, manipulative, call frequently with the same problem or are otherwise difficult to serve.
- An information and referral specialist will have the skills to meet the needs of older adults and other special populations (i.e. people with disabilities).
- When possible, the I&R specialist will provide at least three referrals to give the inquirer a choice.
- The contractor will comply with state statutes and HIPAA rules to ensure the protection of inquirer records. Staff that has access to confidential information shall have a signed agreement form on file that documents their intent to comply. The identity of inquirers, their requests and the information given to staff shall not be communicated to others unless:
 - Release of information is required by law (i.e. reporting abuse).
 - Careful consideration indicates the presence or risk of serious harm to the inquirer or another person, and then communication may be only to those who must be informed in order to reduce harm or risk; or
 - The inquirer has given permission for the information to be disclosed to another person or agency.
- The contractor will provide barrier-free access to its services for individuals and groups who have special needs (i.e., TDD/TTY access for people with hearing impairments, language access for inquirers who speak languages other than English and physical access for people with disabilities, if the helpline assist inquirers at its facility).

Standard 4: Crisis Intervention

The contractor will be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing crisis situations and contact the helpline service for assistance. Included is assistance for individuals threatening suicide, homicide or assault; suicide survivors; victims of domestic abuse or other forms of violence, elder/dependent adult abuse/neglect; sexual assault survivors, people experiencing a psychiatric emergency; chemically dependent people in crisis; survivors of traumatic death; and others in distress.

- The information and referral specialist will have the skills to recognize when an inquirer is experiencing a crisis and shall determine whether the individual is in immediate danger and take steps to ensure that s/he is safe before continuing with the interview. The specialist will follow the information and referral protocol established by the agency for when to access 911 or other emergency rescue services.
- In situations involving suicide or homicide, the specialist will understand the circumstances under which a lethality assessment (an evaluation based on research of how dangerous a situation is, which addresses issues such as the person's intention, method, timing and state of mind.) is required and will conduct an appropriate assessment when necessary. Lethality assessments will be recorded in writing and will include a description of specific actions taken in response to the situation.
- The information and referral specialist will have the skills to recognize when an inquirer is in immediate need of intervention and will follow the agency's information and referral service rescue protocol for when to access 911 or other emergency personnel to intervene and save the individual's life.
- In cases of domestic violence and other endangerment situations, the specialist will take special precautions to safeguard the inquirer's identity and all aspects of their interview.

- The contractor may consider utilizing various means to support its ability to conduct rescue services including Caller ID or a call tracing arrangement with the telephone company or the appropriate 911 service. At a minimum, there must be a separate telephone that is available for initiating rescue procedures without interrupting the crisis call. I&R specialists will follow the agency's information and referral service protocol for addressing callers who wish to remain anonymous yet require rescue.
- When necessary, the I&R specialist will connect inquirers in crisis situations to a formal crisis intervention service in the community for long-term assistance and support once the inquirer's immediate, short-term needs have been met. The connection will be made by direct transfer, when possible, and the specialist will follow the protocol established by the agreement with the crisis center.
- In cases where the inquirer has been referred to a formal crisis intervention service rather than transferred directly, the I&R specialist will follow-up to ensure that the individual has the ongoing support s/he needs.
- If the contractor does not provide a formal crisis intervention service, it will have prearranged protocols with an appropriate crisis center that does. The arrangements will be documented in a written memorandum of understanding (MOU) or memorandum of agreement (MOA).
- The contractor will have written crisis intervention policies and procedures that provide call-handling protocols for specific types of emergencies. Included will be the lethality assessment procedures, protective measures relating to inquiries from individuals in endangerment situations, protocols that address inquirers who wish to remain anonymous yet require rescue and the organization's rescue protocols.

Standard 5: Follow-Up

Follow-up is required for each referral when assistance and/or advocacy is provided and must be completed within 14 business days unless a crisis situation suggests a more immediate follow-up. Follow-up will consist of contacting the inquirer and/or organization to which a referral has been made to find out if the service is being provided and the need is being met.

If the inquirer has not received services or the need has not been met, the contractor must make additional referrals if appropriate. The contractor must also document the follow-up results (that service was not received) for future reference.

II. REPORTS AND MEASURES

Standard 11: Inquirer Data Collection

The contractor will use a computerized system for collecting and organizing inquirer data to facilitate appropriate referrals and provide a basis for describing requests for service, identifying service gaps and overlaps, assisting with needs assessments, supporting the development of products, identifying issues for staff training and facilitating the development of the resource information system. Inquirer data includes information gathered during follow-up as well as that acquired during the original contact.

The data collected must provide enough information about inquirers' needs to identify:

- Service requests
- Gaps in services
- Demographic data
- Profiles of inquirers served (aggregate data)

Data collected for reporting purposes may include, but not be limited to, the following:

- General information about the inquirer/person needing the service:
 - City and zip code
 - Age
 - Gender

- Language requirements
- Service requested
- First time/repeat inquirer

- Referral Outcome
 - Referral provided; and
 - Organization(s) to which the inquirer was referred.
- Follow-up information
- Data collected for national purposes shall include
 - Total number of incoming calls; and
 - Type of service requested or the primary needs or problems of each inquirer.

The contractor will have in place appropriate security precautions that protect and keep confidential data collection forms and inquirer information.

Standard 12: Data Analysis and Reporting

The contractor will develop reports using inquirer data and/or data from the resource database to support community planning activities (or planning at other levels), internal analysis and advocacy.

- At a minimum, reports shall have the ability to provide statistics regarding types of calls (information, referral, crisis), follow-up results, inquirer characteristics, service requests, service use, community assets and gaps and duplications in services. The reports shall also provide data to measure the effectiveness of the I&R service and service outcomes.
- The contractor will be responsive to specific requests for data to support planning functions and advocacy.

III. ORGANIZATIONAL REQUIREMENTS

Standard 19: Staff Training

The contractor will have a training policy and make training available to paid and volunteer staff, that is based on pre-determined written training goals with written curriculum objectives defining behavioral outcomes for each module. Training for I&R specialists shall include:

- Pre-service training appropriate to the skills of new staff so that they meet expectations in interview techniques and attitudes; listening skills; communication; proper telephone usage; assessment techniques; information giving and referral procedures; follow-up; data recording; maintenance of inquirer records; use of the resource database; job related equipment and tools including database software and the organization's telephone system; working with multicultural/ethnic inquirers, older adults, people with disabilities, sexual minorities and other special populations; and techniques for handling calls from lonely, unhappy or angry callers or those in crisis.
- In-service training focusing on refining and updating the staff's information and referral skills. Topics shall include significant changes in laws affecting the local service delivery systems or requirements for the I&R service, community services, personal skill development, assistance in maintaining objective attitudes toward the inquirer's needs, and use of services or technology.

ATTACHMENT III

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding 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.
- (2) 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 employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors will certify and disclose 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 section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Charles F. Dodge December 17, 2008
 Signature Date

CFD
Charles F. Dodge, City Manager JA009-10-2009
 Name of Authorized Individual Application or Agreement Number

City of Pembroke Pines, Florida/Southwest Focal Point Senior Center
301 NW 103rd Avenue, Pembroke Pines, FL, 33026
 Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council and/or the Department of Elder Affairs to the contractor may be subject to audits and/or monitoring by the Council and/or the Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council and/or Department of Elder Affairs. In the event the Council and/or the Department of Elder Affairs determines that a limited scope audit of the contractor is appropriate, the contractor agrees to comply with any additional instructions provided by the Council and/or the Department of Elder Affairs to the contractor regarding such audit. The contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the contractor expends \$500,000 or more in Federal awards during its fiscal year, the contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council and/or the Department of Elder Affairs by this agreement. In determining the Federal awards expended in its fiscal year, the contractor will consider all sources of Federal awards, including Federal resources received from the Council and/or the Department of Elder Affairs. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the contractor will fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from contractor resources obtained from other than Federal entities.)

An audit conducted in accordance with this part will cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council and/or the Department of Elder Affairs will be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements will disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council and/or the Department of Elder

Affairs will be fully disclosed in the audit report with reference to the Council and/or the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards will identify expenditures by agreement number for each agreement with the Council and/or the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such contractor (for fiscal years ending September 30, 2004 or thereafter), the contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council and/or the Department of Elder Affairs by this agreement. In determining the state financial assistance expended in its fiscal year, the contractor will consider all sources of state financial assistance, including state financial assistance received from the Council and/or the Department of Elder Affairs, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the contractor will ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the contractor expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the contractor resources obtained from other than State entities).

An audit conducted in accordance with this part will cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council and/or the Department of Elder Affairs will be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements will disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council and/or the Department of Elder Affairs will be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance will identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council and/or the Department of Elder Affairs retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement will be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc
5300 Hiatus Road
Sunrise, FL 33351
(954) 745-9567

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the contractor will submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc
5300 Hiatus Road
Sunrise, FL 33351

Additionally, copies of financial reporting packages required by Part II of this agreement will be submitted by or on behalf of the contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc
5300 Hiatus Road
Sunrise, FL 33351
(954) 745-9567

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450

January 2009 – December 2009

Contract JA009-10-2009

Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement will be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The contractor will retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and will allow the Council and/or the Department of Elder Affairs or its designee, the CFO or Auditor General access to such records upon request. The contractor will ensure that audit working papers are made available to the Council and/or the Department of Elder Affairs, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council and/or the Department of Elder Affairs.

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	2009	U.S. Dept. of Health and Human Services	93.044	\$ 351,314.95
Title IIIE Support Services	2009	U.S. Dept. of Health and Human Services	93.052	\$ 93,215.03
Title III B Council Match	2009		N/A	\$ 43,867.17
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$ 488,397.15

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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:

**ATTACHMENT IV
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal land or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

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 and any sub-contractors 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, sub-contractor(s), 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, contractor(s) 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.

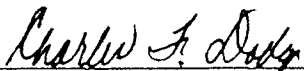
- (4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The contractor will require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors will 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 215 (formerly OMB Circular A-110).

City of Pembroke Pines, Florida/Southwest Focal Point Senior Center
301 NW 103rd Avenue, Pembroke Pines, FL, 33026

Name and Address of Contractor

	City Manager	December 17, 2008
Signature	Title	Date

Charles F. Dodge
Name of Authorized Signer

(Revised June 2008)

dk
12/17/08

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to this certification.

Marlow A. Duke

Signature

December 17, 2008

Date

City Manager

Title

City of Pembroke Pines, Florida
Southwest Focal Point Senior Center

Agency/Organization

(Certification signature should be same as Contract signature.)

OK
12/17/08

Instructions for Certification

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension and/or debarment.
- 3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The contractor agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension, and/or debarment.
- 7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager
APPLICANT ORGANIZATION City of Pembroke Pines, Florida Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026	DATE SUBMITTED December 17, 2008

**ATTACHMENT VIII
OLDER AMERICANS ACT PROGRAM**

**AGREEMENT REPORT CALENDAR
ADVANCE BASIS AGREEMENT**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Council On This Date</u>
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 5
8	June Expenditure Report	July 5
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 5
12	October Expenditure Report	November 5
13	November Expenditure Report/Jan. Adv. Recon.**	December 5
14	December Expenditure Report/Feb. Adv. Recon.**	January 5
15	Pre-Final Expenditure and Final Request for Pmt. Report	January 25

Legend: * Advance based on projected cash need.

- Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to January 1 or until the agreement with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.
- Note # 2: Report numbers 3 and 14 shall reflect an adjustment of one twelfth of the total advance amount, on each of the reports respectively, repaying advances for the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment X).
- Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the department, payment is to accompany the report.
- Note # 4: Reports submitted after the 10th of the month will be processed the following month.

**ATTACHMENT IX
OLDER AMERICANS ACT**

BUDGET SUMMARY - III B

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Provider Match Funds	Council Match Funds	Total Reimbursement
Adult Day Care	36,064	\$ 7.02	\$ 174,656.20	\$ 58,226.86	\$ 20,287.80	\$ 253,170.86
Homemaker	3,381	\$ 19.36	\$ 56,666.72	\$ 4,458.03	\$ 4,323.28	\$ 65,448.03
In-Home Respite	390	\$ 19.36	\$ 7,550.40	\$ -	\$ -	\$ 7,550.40
TOTAL FIXED SERVICES			\$ 238,873.32	\$ 62,684.89	\$ 24,611.08	\$ 326,169.29
FLEXIBLE SERVICES						
Counsel - Group		\$ 14.11				
Counsel - Indiv		\$ 7.09				
Education/Training		\$ 52.09				
Health Supp Group		\$ 4.25				
Health Supp Ind		\$ 15.33				
Information		\$ 1.99				
Personal Care		\$ 19.36				
Recreation		\$ 5.52				
Referral		\$ 5.39				
			\$ 112,441.63	\$ 20,741.69	\$ 19,256.09	\$ 152,439.41
TOTAL III B AGREEMENT AMOUNT			\$ 351,314.95	\$ 83,426.58	\$ 43,867.17	\$ 478,608.70

BUDGET SUMMARY - III E

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Provider Match Funds	Council Match Funds	Total Reimbursement
Adult Day Care	39,353	\$ 2.67	\$ 93,215.03	\$ 11,857.47	\$ -	\$ 105,072.50
TOTAL III E AGREEMENT AMOUNT			\$ 93,215.03	\$ 11,857.47	\$ -	\$ 105,072.50

CIRTS #10

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
 OLDER AMERICANS ACT
 FEDERAL FUNDS

PROVIDER NAME, ADDRESS, PHONE & FEID # City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0908106	TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental B. METHOD OF PAYMENT: Advance X Reimbursement	THIS REQUEST PERIOD: FROM 1/1/2009 THRU 1/31/2009 REPORT # CONTRACT #: JA009-10-2009 PSA #: 10
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: CONTRACT FUNDS SUMMARY	(1) 7005 ADULT DAY CARE	(2) OTHER CLIENT SERVICE	(3)	(4)	(5)	(6)	TOTAL
1. Approved Contract Amount	\$93,215.03	\$0.00					\$93,215.03
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00					\$0.00
3 Contract Funds Available	\$93,215.03	\$0.00					\$93,215.03
PART B: CONTRACT FUNDS REQUESTED:							
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Extraordinary Cash Needs (Attach Doc.)							
4. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:							
1. Less Overadvance							\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ADVANCE EARNED	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00					\$0.00

PSA #10 FORM 106C, Dated July 97

3 DATE STAMP

AAA Office Use Only

BATCH #: _____

ACCOUNT # 20.20.10.JA00900.0100.246

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

CIRTS #10

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
 OLDER AMERICANS ACT
 PROVIDER MATCH

PROVIDER NAME, ADDRESS, PHONE & FEID # City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0908106	TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental B. METHOD OF PAYMENT: Advance X Reimbursement	THIS REQUEST PERIOD: FROM 1/1/2009 THRU 1/31/2009 REPORT # CONTRACT #: JA009-10-2009 PSA #: 10
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: CONTRACT FUNDS SUMMARY	7005 (1) ADULT DAY CARE	(2) OTHER CLIENT SERVICE	(3)	(4)	(5)	(6)	TOTAL
1. Approved Contract Amount	\$11,857.47	\$0.00					\$11,857.47
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00					\$0.00
3. Contract Funds Available	\$11,857.47	\$0.00					\$11,857.47
PART B: CONTRACT FUNDS REQUESTED:							
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$926.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$926.25
3. Extraordinary Cash Needs (Attach Doc.)							
4. Total	\$926.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$926.25
PART C: NET FUNDS REQUESTED:							
1. Less Overadvance							\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$926.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	926.25
ADVANCE EARNED	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00					\$0.00

PSA #10 FORM 106C, Dated July 97

3 DATE STAMP

AAA Office Use Only

BATCH #: _____

ACCOUNT #: 20.20.40.JA00900.0100.246

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

CIRTS #10

RECEIPTS AND UNIT COST REPORT
OLDER AMERICANS ACT

PROVIDER NAME, ADDRESS, PHONE # and FEID# City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0908106	FUNDING SOURCE: OAA TITLE III B <u> X </u> OAA TITLE III C 1 OAA TITLE III C 2 OAA TITLE III E	THIS REPORT PERIOD FROM: 1/1/2009 THRU 1/31/2009 CONTRACT PERIOD: 1/1/2009 - 12/31/2009 CONTRACT #: JA009-10-2009 REPORT # PSA #: 10
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CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report (YTDCLNT.SQL) is correct.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for this Report	C. Total Receipts Year to Date	D. % Of Approved Budget
1. Federal Funds	\$351,314.95	\$0.00	\$0.00	0.00%
2. State Funds				
3. Program Income				
4. Local Cash Match	\$43,867.17			0.00%
5. SUBTOTAL CASH RECEIPTS	\$395,182.12	\$0.00	\$0.00	0.00%
6. Local In-Kind match	\$83,426.58			0.00%
7. TOTAL RECEIPTS	\$478,608.70	\$0.00	\$0.00	0.00%

PART b: UNIT COST REPORT

(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD	YTD Units
ADULT DAY CARE	\$253,170.86	0.00	\$7.02	\$0.00		\$0.00	0.00
HOMEMAKER	\$65,448.03	0.00	\$19.36	\$0.00		\$0.00	0.00
IN-HOME RESPITE	\$7,550.40	0.00	\$19.36	\$0.00		\$0.00	0.00
OTHER CLIENT SERVICES	\$152,439.41						NA
COUNSELING - INDIVIDUAL		0.00	\$7.09	\$0.00		\$0.00	0.00
COUNSELING - GROUP		0.00	\$14.11	\$0.00		\$0.00	0.00
EDUCATION/TRAINING		0.00	\$52.09	\$0.00		\$0.00	0.00
HEALTH SUPPORT - INDIVIDUAL		0.00	\$15.33	\$0.00		\$0.00	0.00
HEALTH SUPPORT - GROUP		0.00	\$4.25	\$0.00		\$0.00	0.00
INFORMATION		0.00	\$1.99	\$0.00		\$0.00	0.00
PERSONAL CARE		0.00	\$19.36	\$0.00		\$0.00	0.00
RECREATION		0.00	\$5.39	\$0.00		\$0.00	0.00
REFERRAL		0.00	\$5.52	\$0.00		\$0.00	0.00
	\$478,608.70			\$0.00	\$0.00	\$0.00	

PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month	B. Total - Year To Date
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	\$0.00	\$0.00
2. CLIENT CO-PAY ASSESSED	\$0.00	\$0.00
3. CLIENT CO-PAY COLLECTIONS	\$0.00	\$0.00
4. INTEREST (NET AMOUNT NOT RETURNED)	\$0.00	\$0.00
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)	\$0.00	\$0.00

CIRTS #10

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
 OLDER AMERICANS ACT
 FEDERAL FUNDS

PROVIDER NAME, ADDRESS, PHONE & FEID # City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0906106	TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental B. METHOD OF PAYMENT: Advance X Reimbursement	THIS REQUEST PERIOD: FROM: 1/1/2009 THRU 1/31/2009 REPORT # CONTRACT #: JA009-10-2009 PSA #: 10
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: CONTRACT FUNDS SUMMARY	(1)	7005	(1)	7090	(1)	7110	(2)	7030	(4)	7031	(5)	7140	(6)	7065	(7)	7066	(8)	7115	(9)	7100	(9)	7145	(10)	7150	TOTAL	
		ADULT DAY CARE		HOMEMAKER		IN-HOME RESPITE		COUNSELING INDIVIDUAL		COUNSELING GROUP		EDUCATION TRAINING		HEALTH SUPPORT INDIVIDUAL		HEALTH SUPPORT GROUP		INFORMATION		PERSONAL CARE		RECREATION		REFERRAL		
1. Approved Contract Amount		\$174,656.25		\$59,720.23		\$4,488.00		\$112,450.47																	\$351,314.95	
2. Previous Funds Requested for Contract Period		\$0.00		\$0.00		\$0.00		\$0.00																	\$0.00	
3. Contract Funds Available		\$174,656.25		\$59,720.23		\$4,488.00		\$112,450.47																	\$351,314.95	
PART B: CONTRACT FUNDS REQUESTED:																										
1. Cash Advances (1st-2nd Months)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
3. Extraordinary Cash Needs (Attach Doc.)																										
4. Total		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:																										
1. Less Overadvance																										\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00
ADVANCE EARNED		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Advance Remaining		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00

PSA #10 FORM 105C, Dated July 97

3 DATE STAMP

AAA Office Use Only

BATCH #: _____
 ACCOUNT #: 20.20.10.JA00900.0100.210
 CHECK # _____ CHECK DATE: _____
 INPUT: _____ APPROVAL: _____

CIRTS #10

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
 OLDER AMERICANS ACT III
 PROVIDER MATCH

PROVIDER NAME, ADDRESS, PHONE & FEID # City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0908106	TYPE OF REPORT: A. PAYMENT REQUEST: Regular <input checked="" type="checkbox"/> Supplemental <input type="checkbox"/> B. METHOD OF PAYMENT: Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/>	THIS REQUEST PERIOD: FROM: 1/1/2009 THRU 1/31/2009 REPORT # CONTRACT #: JA009-10-2009 PSA #: 10
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: CONTRACT FUNDS SUMMARY	(1) 7005 ADULT DAY CARE	(1) 7090 HOMEMAKER	(2) OTHER CLIENT SERVICE	(3) 7065 HEALTH SUPPORT INDIVIDUAL	(4) 7066 HEALTH SUPPORT GROUP	(5) 7115 INFORMATION	(4) 7100 PERSONAL CARE	(5) 7145 RECREATION	(5) 7150 REFERRAL	TOTAL
1. Approved Contract Amount	\$58,218.86	\$4,458.03	\$20,754.12							\$83,429.01
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00							\$0.00
3. Contract Funds Available	\$58,218.86	\$4,458.03	\$20,754.12							\$83,429.01
PART B: CONTRACT FUNDS REQUESTED:										
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 1052 Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Extraordinary Cash Needs (Attach Doc.)										
4. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:										
1. Less Overadvance										\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106C, Revised July 97

DATE STAMP

AAA Office Use Only

BATCH #: _____
 ACCOUNT #: 20.20.40.JA00900.0100.210
 CHECK # _____ CHECK DATE: _____
 INPUT: _____ APPROVAL: _____

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
 OLDER AMERICANS ACT
 LOCAL MATCH

PROVIDER NAME, ADDRESS, PHONE & FEID # City of Pembroke Pines Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 Tel: 954-560-6888 Fax: 954-435-6524 FEID #: 59-0908106	TYPE OF REPORT: A. PAYMENT REQUEST: Regular <input checked="" type="checkbox"/> Supplemental <input type="checkbox"/>	THIS REQUEST PERIOD: FROM: 1/1/2009 THRU 1/31/2009 REPORT #
	B. METHOD OF PAYMENT: Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/>	CONTRACT #: JA009-10-2009 PSA #: 10

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

PART A: CONTRACT FUNDS SUMMARY	(1) 7005 ADULT DAY CARE	(1) 7090 HOMEMAKER	(2) OTHER CLIENT SERVICE	(3) 7065 HEALTH SUPPORT INDIVIDUAL	(4) 7066 HEALTH SUPPORT GROUP	(5) 7115 INFORMATION	(4) 7100 PERSONAL CARE	(5) 7145 RECREATION	TOTAL
1. Approved Contract Amount	\$20,287.80	\$4,323.28	\$19,256.09						\$43,867.17
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00						\$0.00
3. Contract Funds Available	\$20,287.80	\$4,323.28	\$19,256.09						\$43,867.17
PART B: CONTRACT FUNDS REQUESTED:									
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Extraordinary Cash Needs (Attach Doc.)									
4. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:									
1. Less Overadvance									\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106C, Dated July 97

3 DATE STAMP

AAA Office Use Only

BATCH #: _____

ACCOUNT #: 10.10.80.JA00900.0100.210

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

January 2009 – December 2009

Contract JA009-10-2009

ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook, provided on CD.
Also, available at the Department's Intranet site under, "Publications".

ATTACHMENT B

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name: City of Pembroke Pines, Florida Southwest Focal Point Senior Center	County: Broward	PSA 10
Address 301 NW 103rd Avenue	Completed By: Tami J. Farthing	
City, State, Zip Code Pembroke Pines, FL 33026	Date: December 17, 2008	Telephone 954-450-6888

PART I. Briefly describe the geographic area served by the program/facility and the type of service provided: Broward County - Community Based supportive services, in-home services and nutrition program for persons age 60+

2. POPULATION OF AREA SERVED. Source of data: Florida Demographic Estimating Conference

Total #	% White	% Black	%Hispanic	% Other	% Female
1,787,636	69.8%	25.3%	22.8%	1.3%	51.4%

3. STAFF CURRENTLY EMPLOYED. Effective date: 11/30/97

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap
29	10%	6%	6%	0%	24%	10%

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap	% Over 40 Yrs.
3,921	83%	12%	18%	81%	77%	30%	100%

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap
6	100%	0%	0%	0%	100%	0%

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| 6. Is an Assurance of Compliance on file with AAA? If NA or NO, explain. | NA | YES | NO |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |
| 7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain. | NA | YES | NO |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |
| 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 |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |
| 9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain. | NA | YES | NO |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |
| 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 handicap? If NA or NO, explain. | NA | YES | NO |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |
| 11. For in-patient services, are room assignments made without regard to race, color, national origin or handicap? If NA or NO, explain. | NA | YES | NO |
| _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | | |
| _____ | | | |

ATTACHMENT B

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

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 handicapped
individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process into
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 handicap? 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 OR MORE.

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

DOEA USE ONLY			
Reviewed By		In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>	
Program Office		*Notice of Corrective Action Sent <u> / / </u>	
Date	Telephone	Response Due <u> / / </u>	
On-Site <input type="checkbox"/> Desk Review <input type="checkbox"/>		Response Received <u> / / </u>	

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).

ATTACHMENT B

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:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - 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 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.



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jack McCluskey, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

June 11, 2009

RFQ # CS-09-02

REQUEST FOR QUALIFICATIONS
NOTICE OF REVISED PROPOSAL DUE DATE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

“Provider to Deliver Adult Day Care/Alzheimer’s Professional Services”
RFQ # CS-09-02

Information may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 437-1111.

Proposals will be accepted until 2:00 p.m., Tuesday, June 30, 2009, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

For additional information please contact, Jay Shechter, Director of Community Services at (954) 450-6888.

Envelopes must be sealed and plainly marked:

“RFQ # CS-09-02
“Provider to Deliver Adult Day Care/Alzheimer’s Professional Services”

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk

Exhibit "C"



City of Pembroke Pines



Frank C. Ortis, Mayor
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June 11, 2009

RFQ # CS-09-02

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**“Provider to Deliver Adult Day Care/Alzheimer’s Professional Services”
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Information may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 437-1111.

Proposals will be accepted until 2:00 p.m., Thursday, June 25, 2009, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

For additional information please contact, Jay Shechter, Director of Community Services at (954) 450-6888.

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CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk

**City of Pembroke Pines
CS-09-02**

“Provider to Deliver Adult Day Health Care/Alzheimer Professional Services”

Introduction:

The City of Pembroke Pines Florida herein referred to as “City” utilizing a Request for Qualifications solicitation is seeking proposals from firms with specialized skill/licensure in the Adult Day Health Care/Alzheimer Care (herein referred to as ADHC/AC) professional services industry.

Project Description:

The City will use responses to this solicitation to select a provider to deliver ADHC/AC professional services to the clientele of the Southwest Focal Point Senior Center located at 301 NW 103rd Avenue, Pembroke Pines, Florida and to the community at large.

Southwest Focal Point Senior Center Background Statement:

The Southwest Focal Point Senior Center herein referred to as “SWFP” provides a quality multi-functional social service deliver system specifically designed with programming that encompasses a variety of activities and core social services meeting and targeting the needs of the 55 and over population residing in the southwest Broward community.

The ADHC/AC is specifically designed to provide a protective and structured environment with emphasis on remedial and restorative services for the frail and/or functionally impaired adult.

Qualification Submission Requirements:

The following information shall be provided in the order detailed:

I. Title Page:

List the Request for Qualifications subject, the name of the Vendor, address, telephone number, email address, contact person and date of submission.

II. Table of Contents:

Include a clear identification of the material included in the submission package by page number.

III. Letter of Qualifications:

The Vendor should make a positive commitment to why the Vendor would be in the best position to deliver the requested services. The letter should include the name(s) of the person(s) who will be authorized to make representation for the Vendor, their title, phone number and email address. Please limit letter to 2 pages.

IV. Understanding and Approach:

Provide a brief description of the Vendor's understanding and systematic process for operating and maintaining the ADHC/AC program. This description must include the methodology, approach and techniques to be used to deliver said services as identified in the background statement and vendor responsibilities as contained herein.

V. Vendor's Experience:

Please provide a brief overview of the Vendor's background to include number of years in service and historical information on key personnel. In addition, please state specifically whether or not your Company has ever failed to complete an operation similar this project and provide an explanation if dismissed or otherwise terminated.

VI. Vendor's History:

Provide a list of all operations that are similar to the requirements of this proposal that are currently in operation or that are comparable to the specific needs as stated. Each of the operations listed should include the following:

1. Business, Center or Operation's name, address and telephone number
2. Business, Center or Operation's name of client contact person for reference purposes
3. Principal/Project Manager/Site Supervisor
4. Names of team members and their positions
5. Licensing and Certification of team members if applicable
6. Whether your employees are primary or subcontracted
7. Description of the operation to include:
 - a. Contract/Operations objectives
 - b. Challenges encountered and the resolution to the challenge
 - c. Operation Accomplishments

The operations listed should demonstrate the Vendor's experience in operating a ADHC/AC Program.

Standard of Performance:

The selected Vendor shall perform in accordance with the highest standards and commercial practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed as a breach of contract and may result in immediate termination of the contract. The City retains the absolute right to assess whether and when performance is acceptable.

Rules, Regulations, Laws, Ordinances, and Licenses

The awarded Vendor shall observe and obey all laws, ordinances, rules and regulations of the federal, state and city, which may be applicable to the service being provided. The awarded Vendor shall have or be responsible for obtaining all necessary licenses required to provide this service. Vendor to provide copies of all described documentation to the City. In addition, the awarded Vendor shall comply with all requirements as stated in the agreement between the City and Areawide Council on Aging of Broward County, Inc. for Older Americans Act Title JA009-10-2009. Department of Elder Affairs Programs and Services Handbook, Appendix A: Services Descriptions and Standards, Specific Authority is as follows:

Rulemaking – Section 438.08, F.S.

CCE – Section 430.201-207, F.S.

CS – Specific Appropriations

HCE – Section 430.601-608, F.S.

LSP – Specific Appropriations

OAAIIIB – Older Americans Act, Title III, Part B, Section 321 (a)(5) – 42 U.S.C. 3030d

OAAIIIE – Older Americans Act, Title III, Part E, Section 373(b)(4)

In addition, Vendor must comply with all regulations as provided by the Florida Department of Elder Affairs and Agency for Health Care Administrations.

Conflict of Interest:

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time the bid or contract is submitted or at the time the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or proposer.

Evaluation and Selection Methodology

The City will assemble an evaluation committee and brief its members on the scope of the project and the services requested. The committee will evaluate and short list the companies using the following criteria as a guide in evaluation.

1. Experience and ability of the Vendor
2. Related experience
3. Understanding of the requested services
4. Vendor's methodology, approach and techniques to be used to deliver said services as identified in the background statement contained herein

Once the committee has short listed the applicants, the committee will provide a list of no more than three (3) companies to the City Commission in ranked order for informational

purposes. These companies will need to be available to make presentations to the City Commission for final selection and award.

The City Commission will then select the top applicant deemed to be the most highly qualified to perform the services requirements that best meet the selection criteria included in this RFQ. Subsequently, the City Administration may negotiate and recommend a contract for Services for City Commission approval.

City's Responsibilities

1. City will provide a 5,000 square foot facility to allow for the operation of an ADHC/AC.
2. The city will provide all present furniture and equipment as is for use in the program and will have no liability or responsibility to replace or repair. The City retains ownership of furniture and equipment provided for use in the operation. The vendor may provide additional equipment as necessary.
3. City will collect and administer grant funds received from a variety of sources.

Vendor's Responsibilities

1. Vendor shall be responsible for payment of rent for the 5,000 square foot facility to be negotiated with Administration.
2. Vendor shall be responsible for the payment of all utilities as apportioned by the City.
3. Vendor shall be responsible to operate an ADHC/AC
4. Vendor shall provide a regular daily routine in accordance with the physical, mental and emotional needs of the ADHC/AC
5. Vendor shall provide an emergency disaster plan.
6. Vendor shall supply an annual Holiday schedule.
7. Vendor shall be responsible for the cleaning and maintenance of the ADHC/AC.
8. Vendor shall provide a daily nutritionally balanced meal as required by the USDA guidelines. (Provided by outside vendor at this time.)
9. Vendor shall provide for personnel trained in first aid and CPR procedures to be available at the Center during business hours. A licensed LPN must be on staff at all times.
10. Vendor shall provide an ongoing assessment of each client's physical, social and emotional adjustment in order to identify changing needs.
11. The vendor shall provide and maintain the proper number of staff who are directly involved with clients during business hours. (Staff to client ratio as required by AHCA – Agency for Health Care Administration).

Websites:

The websites are listed for informational purposes only. These sites can provide rules, regulations and requirements.

- **Aging and Disability Resource Center of Broward County, Florida**
- www.adrcbroward.org

- **Florida Department of Elder Affairs**
- www.elderaffairs.state.fl.us

- **Agency for Health Care Administration**
- ahca.myflorida.com

Submission Requirements

To respond to the request for qualifications, the Vendor should submit one (1) original and (15) copies of their submittal to the following location:

City of Pembroke Pines
City Clerk's Office
Attn: Judith Neugent, City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

All submittals should be identified as follows:

RFP No.: CS-09-02
RFP Name: "Provider to Deliver Adult Day Care/Alzheimer Professional Services"
Due Date/Time: June 25, 2009 2:00 p.m.

All submittals must contain the signatures of the authorized representative of the responding Vendor.

All submittals must be received by:

Day of the Week: Thursday
Date: June 30, 2009
Time: 2:00 p.m.

At that time the submittals will be recorded and will subsequently be publicly opened on the same business day at 2:30 p.m. in the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL 33026.

The City endeavors to obtain the participation of all minorities, disadvantaged and small business enterprises in its procurement activities.

The City of Pembroke Pines reserves the right to accept or reject any and all submittals, either in whole or in part, with or without cause, waiver informalities on any submittal, suggest an alternative, or make modification(s) to any submittal, and to make the award in the public interest of the City of Pembroke Pines, subject to Commission approval:

The cutoff for any additional inquiries concerning information contained within this RFQ is Monday @ 5:00 p.m., **June 22, 2009** and should be made in writing and directed as follows:

City of Pembroke Pines – Purchasing Division
13975 Pembroke Road
Pembroke Pines, FL 33027
Attn: Ken Friedrichs, Division Director of Purchasing
Fax: 954-437-1117
Email: kfriedrichs@ppines.com

Answers to questions will be sent no later than **5:00 p.m. June 25, 2009.**

To schedule a site visit, contact Jay Shechter, Director of Community Services @ 954-450-6888.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless otherwise stated by the City or bidder.

4. DELIVERY POINT:

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. BRAND NAMES:

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exist between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alterations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon

prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the city nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The Contractor shall hold the City of Pembroke Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY** insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

3.	PERSONAL INJURY	
	(A) Annual Aggregate	\$1,000,000.00

4. Completed Operations and Products Liability shall be maintained for Two (2) years after the final payment

5. Property Damage Liability Insurance shall include Coverage for the following hazards:
 X-explosion, C-collapse, U-underground.

2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is

subject, the Contractor shall require the subcontractors similarly to provide workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | Workers Compensation | Statutory |
| 2. | Employer's Liability | \$500,000 per occurrence |

3. COMPREHENSIVE AUTO LIABILITY

- | | | |
|----|------------------------|-----------------------|
| 1. | BODILY INJURY | |
| | (a) Each Occurrence | \$1,000,000.00 |
| | (b) Annual Aggregate | \$1,000,000.00 |
| 2. | PROPERTY DAMAGE | |
| | (a) Each Occurrence | \$1,000,000.00 |
| | (b) Annual Aggregate | \$1,000,000.00 |

Coverage shall include owned, hired, and non-owned vehicles.

Request for Qualifications

RFQ # CS-09-02

Application to Deliver Adult Day Care/Alzheimer's Professional Services

Vendor: Easter Seals South Florida, Inc.

Address: 12701 West Sunrise Blvd.
Sunrise, FL 33323

Telephone number: (954) 792-8772
(954) 791-8275 (fax)

Email address: aaracena@sfl.easterseals.com

Contact Person: Angela Aracena

Date of Submission: June 30, 2009

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Easter Seals South Florida

Miami Dade Facility
1475 NW 14th Avenue
Miami, Florida 33125

Broward Facility
12701 W. Sunrise Blvd
Sunrise, Florida 33323

June 29, 2009

City of Pembroke Pines
13975 Pembroke Road
Pembroke Pines, FL 33027

Dear City Commission/ers:

This letter confirms our interest, commitment, and confidence that Easter Seals South Florida, Inc. (ESSF) is the best vendor to deliver the services identified in RFQ # CS-09-02. We would be honored to be the "Provider to Deliver Adult Day Care/Alzheimer's Professional Services" in a collaborative effort with the City of Pembroke Pines to offer a secure and bright future to older adults and or individuals who have Alzheimer's disease and or related disorders.

Our mission is to provide exceptional services so that people with disabilities and their families can live, learn, work, and play in their community. Our core values of integrity, innovation, respect and responsibility guide our decisions and motivated us to respond to this RFQ. Easter Seals is already ***a part of the community*** in Broward County serving more than 1000 Broward families every year. ***We have experience and expertise*** in adult day services for older adults with Alzheimer's and many other special needs. We know and understand community need, related challenges, and community impact of adult day services. We are familiar with county regulations and the population demographics. We have the ***organizational capacity*** necessary to expand and sustain quality services in Pembroke Pines.

Easter Seals is part of the community providing exceptional services to people with disabilities and their families since 1942. Every day ESSF supports 3,000 Broward and Miami-Dade children and adults with disabilities and the families who love them. We offer early intervention, education for youth with disabilities, vocational programs, and services for seniors.

Easter Seals has Adult Day experience and expertise: Easter Seals has been providing adult day services (ADS) nationally for more than 20 years; currently operates 46 day centers in 17 states, serves more than 1500 participants. Our nationwide network provides models for operational effectiveness and comprehensive national best practices guidelines for affiliates. It creates economy of scale by consolidating data management and comparison, collective marketing and large group purchasing – thereby reducing costs. Administrative support, policies, procedures, forms, financial planning, job descriptions, business plan development, mentors and coaches- represent value added expertise.

ESSF has demonstrated competency applying regulations governing adult day care operations that serve people with Alzheimer's and related disorders. We effectively manage federal, state and local contracts and grants including some of the ***same contracts that fund Southwest Focal Point Adult Day Care - Community Care for the Elder (CCE) and Older American Act Title III E.*** Many of our contracts can transfer to other centers operated by ESSF to expand the eligibility and the number of individuals able to attend a Pembroke Pines program.

We maintain the highest adult day services standards, operate in a fiscally sound manner, and are recognized for innovative services to seniors and people with Alzheimer's. In 2008, ESSF prevented or delayed institutionalization for 381 adults by providing adult day care and in home respite care.

ESSF understands the financial challenges of operating adult day care and Alzheimer's services. Our confidence that we can assume the administrative and financial responsibility for managing a high quality program is based on a clear understanding of a successful business model that fosters our steady growth.

ESSF has extensive community relationships and working partnerships with academic institutions, private practices, local and national organizations. We build bridges with local colleges and universities so that our clients and caregivers can benefit from the latest scientific advances in technology, education, and therapeutic interventions. These partnerships helped us grow and will be extended to our presence in Pembroke Pines

ESSF brings a resource team of motivated and passionate individuals who are experts in the field of Adult Day Services and Alzheimer's disease and related disorders. We will work with current South West Focal Point staff to leverage the existing talent to assure continuity of care and smooth transition of employment, orientation and training. Concerned about the impact on program participants and their families caused by change, Easter Seals is committed to smooth transition. We will take the time to evaluate current resources, share ideas and information. We will reach out to our Easter Seals Broward partners and community organizations involved with Southwest Focal Point and the City of Pembroke Pines. An adult day care advisory board will play a significant role in this process.

Prior to the RFQ announcement, ESSF had already identified a location in Pembroke Pines to open an Adult Day Care to fill any current service gaps. We were responding to requests from funding sources (including the Miami Jewish Home), Alzheimer's Association, and families requesting our services. In preparation for the RFQ we went back to our Broward stakeholders and we were humbled at their support and pleas to pursue this program. They offered to write letters of support on our behalf to be your provider of Adult Day Services in Pembroke Pines. While support letters were not requested in this application, we will gladly provide them upon request. We also have the support of our board members, corporate sponsors, and donors many of whom are residents of Broward County.

Easter Seals has the necessary organizational capacity: ESSF's has an \$8 million operating budget and 250 employees. We have no debt. We are fortunate to have weathered significant funding cuts that caused program operating losses in recent years with the help of contributed income and investment revenue established many years ago for tough times like the recent economic downturn. Our executive and program leadership team has a combined 85 years experience developing community based disability programs, fundraising, public relations, staff development, and non-profit financial management.

It is with passion and enthusiasm to serve that ESSF pursues this relationship with the City of Pembroke Pines to expand our support to this vibrant community. We will work alongside our many community partners to continue to bring excellent services to our aging population in Pembroke Pines

Our proposal defines our operations, strengths, accomplishments, and experience offering cost effective direct services to frail seniors with memory deficits and to their caregivers. The following individuals will be authorized to make representation for us:

Luanne Welch, President/CEO, (lwelch@sfl.easterseals.com, 305.547.4757 direct, 954.594.2394 home); Angela Aracena, Sr. Director of Adult Day Services (aaracena@sfl.easterseals.com, 305.793.4584)

Sincerely,



Luanne K. Welch
President/CEO

IV. Understanding and Approach

Easter Seals will be responsible for operating an adult day care program in a 5,000 square foot facility owned by the City of Pembroke Pines. The City will facilitate the use of present furniture and equipment but will not be responsible for replacing or repairing said furniture and equipment. The City will have no liability in connection with said furniture and equipment. The City will collect and administer current grant funds received from a variety of sources.

Easter Seals South Florida (Easter Seals) will be responsible for the payment of rent for the space as well as all utilities as allocated by the City of Pembroke Pines. Rent will be negotiated with the Administration. Easter Seals will be permitted to bring additional equipment and furniture if necessary and well as maintain and repair any of the existing equipment and furniture.

Easter Seals will operate the adult day care program in accordance with regulations established by the Agency for Health Care Administration (AHCA), which include but is not limited to participant care standards, fiscal standards, staff training requirements, physical plant maintenance and housekeeping standards. Easter Seals will have a regular daily routine of meaningful activities. It will operate a program of parallel activities providing different types and levels of stimulation for participants that fit their interests and abilities. Planned activities will be individualized according to the physical, mental and emotional needs of the participants as determined by the various assessment tools with input from the participants and their families. The goals of these activities are to maximize the abilities of participants with a wide range of needs, increase social interaction and improve their quality of life. Activities will be conducted in a culturally competent manner and in the preferred language of each participant.

The adult day care will contract through a competitive bid with an outside vendor to provide meals that are nutritionally balanced, as required by USDA guidelines, culturally diverse, and pleasing to the palate. Easter Seals will provide special diets to address the needs of participants who may be diabetic, have swallowing difficulties or other medical conditions that require accommodation.

The hours of operation and a schedule of annual holidays will be displayed in the facility and provided to the City as well as to all program enrollees and funders. All adult day care personnel will receive extensive training which includes but is not limited to first aid, Cardio Pulmonary Resuscitation, Alzheimer's disease, the aging process, behavior management, assistance with activities of daily living, activities for participants, etc.

A Licensed Practical Nurse will be on staff at all times and will be responsible for the administration of medications, evaluating and managing medical emergencies, maintaining updated medical information on program's participants including medical

certificates, monitoring participants health including but not limited to blood pressure, weight and blood glucose levels, documenting participants' status change. The nurse is also part of the multidisciplinary team that creates the participant's care plan.

Easter Seals will provide the City an approved comprehensive emergency disaster plan, in accordance with emergency management planning criteria for adult day care facilities. The plan includes alternative sites of operation in the event that the facility is inoperable after a disaster.

Easter Seals will be responsible for the cleaning and maintenance of the adult day care and will have written policies and procedures for the cleaning of the physical plant and equipment and for its maintenance which may be through a contracted company or Easter Seals employees.

All participants will be evaluated prior to enrollment using the Department of Elder Affairs Comprehensive Assessment tool. This assessment will assist in creating an individual care plan; evaluate participant's needs and eligibility for additional services. Every three months the multidisciplinary team will meet and utilizing the "Level of Care Assessment Instrument" (internal tool used by Easter Seals affiliates) will evaluate the participant's physical, social and emotional status in order to make any necessary revision to the care plan. Annually each participant will be reassessed using the Department of Elder Affairs Comprehensive Assessment tool. On an ongoing basis participants will be assessed in order to ensure that the program meets the changing needs.

Easter Seals shall provide and maintain the proper direct care staff participant ratio to provide for a safe environment and meet the needs of the participants including people with Alzheimer's disease and related disorders or other special needs. At a minimum there will be one staff member for every 4 participants present in the center during hours of operation. This ratio exceeds staff to participant ratio required by the Agency for Health Care Administration.

All staff receives extensive pre-service orientation and is assigned a mentor for the first six months. Easter Seals conducts monthly 4 hours trainings on the first Saturday of each month for staff and volunteers. All staff is cross trained and a staff development plan is created with input from the staff.

V. Vendor's Experience

The affiliate, Easter Seals South Florida, formerly known as Easter Seal Miami-Dade, was established on April 10, 1942, to provide educational facilities for children with physical disabilities. The mission was later expanded to provide exceptional services to ensure that all children and adults with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities. In

response to rapid growth in the number of seniors in Florida, in 1986 the Florida Legislature designated Easter Seals as a Model Day Care for people with Alzheimer's disease and related disorders. In conjunction with memory disorder clinics, this program tests therapeutic models of care. In 1989, the adult day services program was expanded by adding in home respite services. The adult day services program continued its growth by establishing a second facility in the city of Hialeah with capacity for 50 participants. The launching of the "Easter Seals Memory Gym" last year to serve individuals who are in the early stage of Alzheimer's increased the combined capacity of the day care centers to 140 individuals.

Easter Seals has never failed to complete an operation similar to this project.

The Easter Seals adult day services program has demonstrated steady growth and expansion. Although it started with one adult day care center funded exclusively by the Alzheimer's disease Initiative for 25 participants with memory and cognitive impairment, the program has expanded by:

- ✓ Increasing the number of services offered (in home respite, institutional respite, caregiver support group, and sitter service)
- ✓ Diversifying the population served (frail seniors, grandparents raising grandchildren, adults with varying disabilities)
- ✓ Increasing number of people served - Current combined license capacity of the two adult day care centers is 140 and on a weekly basis 104 unduplicated families receive in home respite services.
- ✓ Diversifying financial support- Program is sustained by 25 different funding sources including but not limited to Alzheimer's disease Initiative (ADI), Title III E of the Older American Act, Community Care for the Elder, Medicaid Waiver, Long Term Care Diversion, Medicaid Alzheimer's Project, Channeling Project, Evercare, AmeriCorps, Veteran Administration, Community Based Organization, United Way, etc.
- ✓ Upholding high standards of service as evidenced by the results of the multiple monitoring by our funding sources and the recognitions received.
- ✓ Maintaining a continuous quality improvement process which responds to input from all stakeholders
- ✓ Establishing multiple community partnerships
- ✓ Implementing programs that are evidence based and delivering services according to best practice methods.
- ✓ Utilizing a linguistically and culturally competent approach to the delivery of services

Key personnel

Angela Aracena - The Senior Director of Easter Seals Adult Day Services has a medical doctorate degree from the Autonomous University of Santo Domingo, Dominican Republic, where she was the Medical Director for Holy Family Parish Social Services in the Dominican Republic. Since 1990, upon arriving in the US Ms. Aracena has been involved in the field of Adult Day Services for people with Alzheimer's disease and other related disorders. Angela Aracena has been the

Director for Adult Day Services at Easter Seals South Florida, Inc. for the last 19 years. She has developed numerous programs to assist caregivers caring for elders at home. As an adjunct professor in the Gerontology Program at Miami-Dade Community College, she trained many professionals in the field of Recreation Therapy and Healthy Aging. She has made numerous presentations throughout the United States, Mexico, Peru and the Dominican Republic in the areas of Adult Day Services, Alzheimer's disease and Cultural Competency. Ms. Aracena has appeared as an expert in these fields in several videos as well as television and radio programs. Ms. Aracena is a member of the Community Advisory Board for the University of Miami Human Genomics Institute, the Local Coordinating Board for Transportation for the Disadvantage, and the Aging Resource Center. Ms. Aracena main interest is the delivery of culturally competent community based services for the aging population.

Martha Castilleja - The Center Director for the Easter Seals Therapeutic Adult Day Care- Hialeah has a medical doctorate degree from the National Autonomous University of Mexico. Prior to working at Easter Seals, she was the health editor of Reuters America, Inc. While in Mexico Ms. Castilleja was a Microbiology Professor at the National Autonomous University of Mexico. She is the author of the textbook "English for Medical Doctors. Self-teaching Method". Ms. Castilleja was employed by Easter Seals as the Social Services Coordinator for the Model Day Care in 2004 and in 2005 was promoted to the position of Center Director of the Therapeutic Adult Day Care-Hialeah. Ms. Castilleja lectures at conferences and workshops on caregiving, Post-Polio Syndrome, Alzheimer's disease and other neurological conditions.

Gloria Orlandi - The Center Coordinator for the "Easter Seals Memory Gym" was hired in 2007 by Easter Seals. The "Easter Seals Memory Gym" is a program for people in the early stage of memory impairment. She holds a BS in Management and Marketing from Boston University, a Masters from Nova Southeastern University in Human Services and Graduate Certificate in Gerontology from Florida International University. Previously Ms. Orlandi worked at the Alzheimer's Association for 9 years as the Education and Training coordinator as well as the Helpline Coordinator. In addition, she is also a certified trainer by the Department of Elder Affairs on Alzheimer's disease and Related Disorders. She is a committee member of the National Alzheimer's Association and the National Council of La Raza. Ms. Orlandi has made numerous presentations on Overview of Alzheimer's and Related disorders to family caregivers, para-professionals and other religious and social groups.

Jennifer Pombar – The Social Services Coordinator for the Therapeutic Adult Day Care was hired as the Activities Director in 2006 and was promoted to the current position in December of 2007. She graduated Summa Cum Laude with Bachelor degree in Psychology. She is on the Local Coordinating Board of Miami Dade County Transportation for the Disadvantage. She coordinates and facilitates the multidisciplinary staffing of program participants. She had previously worked as a behavioral health counselor.

All of the above staff and the case managers are certified in the Department of Elder Affairs Comprehensive Assessment Form.

Easter Seals has consistently maintained a margin of less than 1% error rate in data entry in CIRTS (Client Information and Referral Track System), database which is required by the Department of Elder Affairs for entering client information as well as units of service delivered for all programs and services funded by the said entity.

VI. VENDOR'S HISTORY

List of all operations currently in operation similar and/or comparable to the specific requirements of this proposal

A

1. *Center's Name:* Easter Seals Therapeutic Adult Day Care
Address: 1475 NW 14th Avenue
 Miami, FI 33125
Telephone Number: (305) 547-4721
2. *Client Referral Contact:* Jennifer Pombar, Social Services Coordinator
 Gloria Orlandi, Easter Seals Memory Gym Coordinator
3. *Principal (Senior Director)* Dr. Angela Aracena

4 & 5. Name of Team Members	Position	6. Primary or subcontracted
Jennifer Pombar, BSW	Social Services Coordinator	Primary
Gloria Orlandi, MSW, MBA	"Memory Gym" Coordinator	Primary
Ximena Conesa, CTRS	Recreational Therapist	Primary
Peggy Huffman, LPN	Licensed Practical Nurse	Primary
Andrea Melton, CNA	Activity Leader	Primary
Flor Paniagua, CNA	Activity Leader	Primary
14 CNA	Program/nursing assistants	Primary
13 Senior Aides	Activity Assistants	In Kind support from the Senior Community Employment Program
6 Volunteers	2 Animal Assisted Therapist 1hr/wk 1 Tai Chi Instructor 2hr/wk 3 Program Assistants 4hrs/wk each	

7. Description of the operation:

Easter Seals Therapeutic Adult Day Care was the first adult day services program established by Easter Seals South Florida. It is a dementia specific program addressing the medical, physical, and psychosocial needs of the person with dementia and their family throughout the progression of the illness. The goal of this program is to ensure that the quality of life of the individual and the family is improved. Services are person and family centered. Services are provided six days per week from 7 AM to 7 PM. Participants are assessed prior to enrollment to determine appropriateness of service and level of care. Most participants have other chronic conditions such as diabetes, heart disease, arthritis, congestive heart failure (CHF), anxiety and/or depression. A multidisciplinary care plan is prepared with input from the person, family, social worker, recreational therapist, nurse and direct care workers to ensure that all of the participant's and family's needs are incorporated into it. Care Plan is reviewed on a quarterly basis to address any changes in participants needs and adjust the plan of care. Activities available include personal care services, therapeutic recreation, nursing services, podiatrist services, hair and nail care, transportation, nutrition services, physical, occupational and speech language therapy, four meals, transportation, animal assisted therapy, intergenerational activities, supervised volunteering, tai chi, and horticulture therapy. Validation therapy is the approach utilized to address behavioral symptoms.

All staff receives extensive and ongoing training on the various aspects of care of a person with dementia. The staff participant ratio is at a minimum one staff for every three participants.

The center works alongside many partners including but not limited to the Alliance for Aging, Alzheimer's Association, the University of Miami Memory Disorder clinic, Mount Sinai Memory Disorder Center, Barry University school of nursing, Miami-Dade Community College, Senior Companion program, Hands On Miami, AARP, Hispanic Community Center and South Florida Workforce. These partners provide Easter Seals with staff training, referrals, in kind staff, student interns, funding, program evaluation etc.

a. Objectives: These apply to both adult day care centers

1. To delay or prevent premature nursing home placement
2. To provide a safe and structured setting where the individuals can successfully engage in physical, mental and social stimulation
3. To maintain or improve functional levels (activities of daily living and instrumental activities of daily living)
4. To decrease social isolation.
5. To improve the nutritional status of elders

6. To provide caregivers with assistance and support to be able to continue providing care (respite, ancillary services, counseling, emotional support)
7. To assist participants to maintain their independence and choices in their homes and communities for as long as possible
8. To provide prompt and appropriate services to elders who are at risk of nursing home placement

b. The challenges encountered in the 24 years of operation of this center are:

CHALLENGES	RESOLUTION
Waiting list due to limited physical space	Increased the license capacity by: <ol style="list-style-type: none"> a. Renovating the building to add additional space. b. Added other areas of the renovated building when the waiting list persisted c. Licensed an additional facility in an adjacent city
Participants declined in functioning	<ol style="list-style-type: none"> a. Provided additional training to staff b. Established policies and procedures to ensure participants' and staff's safety while serving an increasingly frail population c. Modified physical environment to accommodate participant's need
Referrals of individuals with early stage Alzheimer's and Mild Cognitive Impairment were not turning into enrollment due to other participants frailty	<ol style="list-style-type: none"> a. Renovated an area of the building and established the Memory Gym to serve this specific population. b. Increased Level of activities/specialized memory enhancement /cognitive training, c. Established early memory loss support group
Reduction in funding from various sources	<ol style="list-style-type: none"> a. Diversified sources of revenue by obtaining additional contracts, foundation grants. b. Increased hours and days of operation c. Increased number of partnerships which provide in kind support
Transportation costs increased	<ol style="list-style-type: none"> a. Combined transportation routes and other routes were subcontracted with Miami-Dade Paratransit Operations
Caregiver stress and perception of burden	<ol style="list-style-type: none"> a. Established caregiver support groups b. Annual Caregiver training conferences in English and Spanish
Participants from various ethnic groups speaking different languages.	<ol style="list-style-type: none"> a. Diversity training provided to all staff. b. Hiring staff fluent in the languages of the participants served.

	<ul style="list-style-type: none"> c. Newsletter and other communications provided in the languages spoken by the participants d. All programming is conducted in the languages of the participants served and reflective of the participant's culture.
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c. Operation Accomplishments

In 1985 this center was designated by the State of Florida legislature as a model day care to serve people with Alzheimer's and related disorder.

This center was the first and only Adult Day Center accredited by CARF (Accreditation for Rehabilitation Facility (1998).

In 2001 this center was designated as a "Center of Excellence" by National Easter Seals. This designation charged Easter Seals South Florida as a coach of other Adult Day Services program in the nation to assist in the planning, operation and evaluation of such centers.

In 2002 Easter Seals authored and printed a Handbook for Caregiver of People with Alzheimer's in Spanish, which has been distributed throughout Miami-Dade county.

In 2009 "The Easter Seals Memory Gym" received the Excellence in Service Award. This is an annual award given to only one Easter Seals affiliate in the nation.

The center maintained a 100% utilization rate until it doubled its license capacity in 2008. Since doubling the license capacity the utilization rate has increased by 24%

Caregivers consistently rate the service with a high degree of satisfaction in annual satisfaction surveys as well as post discharge surveys.

The program has affiliation agreements with the University of Miami, Barry University, Florida Gulf Coast University, and Miami-Dade Community College.

In addition, it maintains close relationships to other community groups of physicians and private groups of professionals that also serve this population. 36% of all referrals come from the medical community, e.g., Dr. Jorge Marcos, M.D., and León Medical Centers.

1. *Center's Name:* Easter Seals Therapeutic Adult Day Care-Hialeah
Address: 489 E. Hialeah Dr. #7, 8, & 9
Hialeah, FI 33010
Telephone Number: (305) 887-7370
2. *Client Referral Contact:* Dr. Martha Castilleja, Center Director
3. *Principal (Center Director)* Dr. Martha Castilleja

4 & 5, Name of Team Members	Position	6. Primary or subcontracted
Ximena Conesa, CTRS	Recreational Therapist	Primary
Robinson Rodriguez, LPN	Licensed Practical Nurse	Primary
Yurizan Quintana, CNA	Activity Leader	Primary
Mario Stella	Administrative Assistant	Primary
10 CNA	Program/nursing assistants	Primary
14 Senior Aides	Activity Assistants	In Kind support from the Senior Community Employment Program
1 Volunteer	Animal Assisted Therapist 1hr/wk	

7. Description of the operation:

a. *Objectives*

The objectives of the adult day care service provided at this site are the same as in operation A.

The Hialeah site is licensed for 50 participants and provides services six days a week from 7 AM to 6:30 PM to frail elders, adults with disabilities and adults with cognitive and/or memory impairment. This adult day program follows a social and medical model. The program maintains a staff participant ratio of at a minimum one staff for every 4 participants. All staff receives extensive training on the aging process, Alzheimer's disease, first aid, CPR, management of behavioral symptoms, validation therapy, and other topics to facilitate the provision of quality services.

b. *The challenges encountered in the 9 years of operation of this center are:*

CHALLENGES	RESOLUTION
Assuring Quality across multiple sites	<ul style="list-style-type: none"> a. Using benchmarks b. Maintaining uniformity in systems, protocols, tools c. Centralized training program d. New hires are assigned to the central facility. e. Staff in satellite sites are transferee from the central facility.
Maintaining connection to the organization	<ul style="list-style-type: none"> a. Regular staff trainings and meetings b. Sharing staff among centers c. Cross training staff d. Involving staff from each center on special projects e. Holding meetings and trainings at each center f. Involving staff in decisions across centers g. Mentoring system across centers
Reduction in funding from various sources	<ul style="list-style-type: none"> a. Diversified sources of revenue by obtaining additional contracts, foundation grants. b. Increased days of operation c. Increased number of partnerships which provide in kind support
Transportation costs increased	<ul style="list-style-type: none"> a. Combined transportation routes and other routes were subcontracted with Miami-Dade Paratransit Operations
Serving a diverse population speaking different languages	<ul style="list-style-type: none"> a. Diversity training provided to all staff. b. Hiring staff speaking the languages of the participants served. c. Newsletter and other communications provided in the languages spoken by the participants d. All programming is conducted in the languages of the participants served and reflective of the participant's culture.

c. *Accomplishments*

In 2001 the Easter Seals Therapeutic Adult Day Care-Hialeah received CARF Accreditation.

The center maintains 97% utilization rate.

Caregivers consistently rate the service with a high degree of satisfaction in annual satisfaction surveys as well as post discharge surveys

The program has affiliation agreements with the University of Miami, Barry University, Florida Gulf Coast University, Nova Southeastern University and Miami-Dade Community College.

In addition, it maintains close relationships to other community groups of physicians and private groups of professionals that also serve this population. 36% of all referrals to this facility come from the medical community.

This satellite facility has 100% staff retention.

Center Director is sought by community organizations to present at conferences and seminars in the areas of caregiving, Parkinson and Alzheimer's disease.

C

1. *Operation's Name:* Easter Seals In Home Respite Program
Address: 1475 NW 14th Avenue
 Miami, FL 33125

Telephone Number: (305) 547-4721
2. *Client Referral Contact:* Juan Herrera, BS
 Karen Lopez, AmeriCorps Project Coordinator
3. *Project Manager:* Juan Herrera, BS

4 & 5, Name of Team Members	Position	6. Primary or subcontracted
Juan Herrera, BS	In Home Services Coordinator/ Case Manager	Primary
Carlos Neira	Data Entry	Primary
Lucia Nunez	Quality Assurance/Participant's record	Primary
Karen Lopez	AmeriCorps Project Coordinator	Primary
15 CNA	Program/nursing assistants	Primary
49 AmeriCorps members	Respite/Companions	Primary

7. Description of the operation:

a. *Objectives*

The objectives of In-home Respite Services are:

1. To help elders to remain in the least restrictive, most appropriate and safe setting
2. To prevent/delay premature nursing home placement of elders who live at home and are cared for by their families or other informal support systems.
3. To provide temporary relief for the primary caregivers and maintain the participant at home.
4. To strengthen the capacity of families to provide support and care for their loved ones
5. To deliver services that are flexible, consistent, reliable and culturally competent.

In home respite services are provided in the participant's home by either a nursing assistant or an AmeriCorps member after determining the participant's level of care and service needs. This is assessed through a home visit and a comprehensive assessment using the Department of Elder Affairs evaluation tool. The Case Manager is certified and conducts these assessments. Frequency of service is determined by the need and the funding availability. Services are provided by individuals who speak the language of the person served. Participants receive case management services and are referred for other additional needed services. They are discharged when they are no longer eligible for the service (approved for a Medicaid capitated service, placed in an institution, no longer residing with a caregiver).

b. *The challenges encountered in the 20 years of operation of this program are:*

CHALLENGES	RESOLUTION
<p>Recruitment of committed eligible AmeriCorps members*</p> <p>*These are stipend volunteers who commit for one year of service and to provide 450 hours of respite service in one year. They may renew for a second year.</p>	<ol style="list-style-type: none"> a. Utilizing multiple recruiting methods b. Conduct continuous outreach c. Tracking successful referrals d. Training coordinator in volunteer recruitment and retention.
<p>Maintaining community based staff connected to the organization</p>	<ol style="list-style-type: none"> a. Regular staff trainings and meetings b. Cross training in home respite staff c. Assigning in home respite staff to provides coverage during adult day care staff vacation
<p>Reduction in funding from various sources</p>	<ol style="list-style-type: none"> a. Diversified sources of revenue by obtaining additional contracts, foundation grants. (AmeriCorps, United Way)

	b. Increased number of partnerships which provide in kind support (training provided by various community partners)
Serving a diverse population speaking different languages	<ul style="list-style-type: none"> a. Diversity training provided to all staff b. Hiring staff speaking the languages of the participants served c. Translating all forms and written material d. Providing training in the staff preferred language
Providing services countywide with limited funds	<ul style="list-style-type: none"> a. Recruit staff residing in various parts of the county. b. Provide Mileage reimbursement c. Leverage in home respite services with companion services provided by AmeriCorps members

c. *Accomplishments*

In Home Respite program established in 1989 with Alzheimer's disease Initiative funds for 25 individuals in partnership with a home health agency.

Since 1989, Easter Seals has provided 407,207 hours of in home respite to 1,025 unduplicated participants.

In 2001, the respite program expands the scope of service and begins to provide sitter service to grandparents raising grandchildren.

Through funding from the National Corporation for Community Service, Easter Seals became a sponsor organization for AmeriCorps in 2003. These funds allowed Easter Seals to serve 63 additional participants and their caregivers using AmeriCorps members.

58% of the AmeriCorps members eligible for renewal will commit for a second year.

This program was further expanded thanks to the United Way of Miami Dade by targeting an inner city neighborhood. Goals of this project are to increase community engagement in this community while at the same time providing much needed respite to caregivers of frail seniors.

D

1. *Operation's Name:* Caregiver Support Groups, Caregiver Training

Address#1: 1475 NW 14th Avenue

Miami, FL 33125

Telephone Number: (305) 547-4721

Address#2: 489 E. Hialeah Dr. Suite 7, 8, & 9

Hialeah, FL 33010

Telephone Number: (305) 887-7370

2. *Client Referral Contact:* Dr. Martha Castilleja

Jennifer Pombar

Gloria Orlandi

3. *Principal (Senior Director):* Dr. Angela Aracena

4 & 5, Name of Team Members	Position	6. Primary or subcontracted
Dr. Martha Castilleja	Adult Day Care Center Director	Primary
Jennifer Pombar, BSW	Social Services Coordinator	Primary
Gloria Orlandi, BSW, MBA	Memory Gym Coordinator	Primary

7. Description of the operation:

a. *Description and Objectives*

The Alzheimer's Caregiver support groups meet once a month at each of the adult day care sites. The groups are facilitated by the Center Director and or the Social Workers. The format of each of these groups has been determined by the caregivers. Every other month a guest speaker is scheduled to provide training and information on Alzheimer's disease and other related disorder as well as available community resources and advocacy efforts. Support group schedules have been determined by caregivers to accommodate their schedule. Adult Day Care services are provided to the individual affected with the memory impairment free of charge while the caregiver attends the meeting.

The Objectives of the Easter Seals caregiver support groups are:

1. To strengthen the coping abilities of the caregivers
2. Encourage caregivers to protect their physical and emotional health
3. To facilitate the sharing among caregivers their common experiences
4. To assist caregivers in their education about dementia, the need for early planning, available resources

An annual caregiver training conference in Spanish is organized in conjunction with the Alzheimer's Association and the Memory Disorder clinics of the University of

Miami and Mount Sinai Medical Centers. This is an all day conference with an array of professionals in the fields of gerontology, neurology and other disciplines that work closely with caregivers and individuals afflicted with memory and cognitive impairments. Topics address the various emotional, physical, psychosocial and financial needs of the caregivers as well as an update on latest research on memory and cognitive impairments. This conference meets mandated required training for staff working with Alzheimer's Disease Initiative (ADI) funded program.

Having a diagnosis of Alzheimer's disease or a related dementia can make it difficult to continue to stay in touch with friend and family and it is often accompanied by social isolation and loneliness. The Easter Seals Memory Gym has established two support groups for individuals in the early stage of memory and cognitive impairment. These groups meet every other week at the "Easter Seals Memory Gym". The support groups are offered in both English and Spanish and are facilitated by the Memory Gym Coordinator, Gloria Orlandi and the Alzheimer's Association.

The objectives of the Early Stage Support Groups are:

1. To provide a venue where the person in the early stages of Alzheimer's meets other individuals and they can share common experiences and challenges, and find emotional support in an understanding and accepting environment.
2. To learn and discuss coping strategies with loss of memory challenges to independence and changes in family relationships.

b. *The challenges encountered in the 20 years of operation of this program are:*

CHALLENGES	RESOLUTION
Working caregivers unable to attend support groups and training sessions during normal working hours	<ol style="list-style-type: none"> a. Trainings are provided on Saturdays b. Support Groups are facilitated in the evening c. Adult Day Care is provided free of charge to caregivers attending support groups or training sessions.
Limited funding to provide caregiver training	<ol style="list-style-type: none"> a. Have established several collaborative partnerships which provide resources in support of training events.

c. *Accomplishments*

The Easter Seals Caregiver Support group at the main site has been meeting continuously since 1990 with consistent attendance of 10 to 15 caregivers.

For 16 consecutive years Easter Seals has coordinated, in conjunction with the memory disorder clinics in Miami-Dade, the Annual Caregiver Training Conference in Spanish.

Attendance at the Hialeah caregiver support group for Spanish speakers is excellent with 10-20 caregivers attending each session.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), made and entered into this 3 day of Sept., 2009, by and between the City of Pembroke Pines, a Florida municipal corporation, (“City”) and Easter Seals South Florida, Inc. (“Easter Seals”), collectively the “Parties”, and is effective as of the date on which the City executes this Agreement, indicated below, (the “Effective Date”).

WITNESSETH:

WHEREAS, the City and Easter Seals wish to enter into, or have entered into an arrangement whereby Easter Seals will provide certain services to the City, and the City will provide Easter Seals with certain information related to individuals who are receiving the required services; and

WHEREAS, the Agreement requires Easter Seals to have access to and/or to collect or create Protected Health Information (“PHI”) in order to carry out Easter Seals’ functions on behalf of City; and

WHEREAS, the Agreement requires the City to have access to and/or to collect or create Protected Health Information (“PHI”) in order to carry out its functions in support of Easter Seals; and

WHEREAS, City and Easter Seals intend to protect the privacy and provide for the security of PHI disclosed by either party or collected and created by either party pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”), and other applicable laws, in each case, as amended from time to time; and

WHEREAS, the HIPAA Regulations require the Parties to enter into an agreement which contains certain requirements with respect to the use and disclosure of PHI and which are contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions:

Capitalized terms used herein without definition shall have the meanings as ascribed thereto in the HIPAA Regulations.

2. Obligations of Easter Seals.

a. Permitted Uses and Disclosures. The Parties shall not use or disclose PHI except for the purpose of performing their respective obligations under the Agreement and as permitted under the Agreement or as required By Law. Further, the Parties shall not use

PHI in any matter that would constitute a violation of the HIPAA Regulations or other applicable federal or state law if so used by City or Easter Seals, except that the Parties may use PHI (i) for the proper management and administration of their duties pursuant to the Agreement; (ii) to carry out their legal responsibilities as provided in the Agreement; or (iii) for Data Aggregation purposes involving one or more Affiliate Entity (as defined herein). For purposes of this Agreement, "Affiliate Entity" shall mean an individual or corporation, partnership or other legal entity that controls, is controlled by or under common control with City or Easter Seals.

b. Appropriate Safeguards. The Parties shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the other party, and (ii) prevent the use or disclosure of PHI other than as contemplated by the Agreement and this Business Associate Agreement. The Parties shall maintain a comprehensive written information privacy and security program that includes administrative, physical, and technical safeguard appropriate to the size and complexity of the Parties' operations and the nature and scope of its activities. Use and disclosure of de-identified PHI is not permitted by this Agreement without the prior written consent of the non-disclosing party.

c. Duty to Mitigate. Both Parties agree to mitigate, to the extent practicable, any harmful effect that is known to either party of a use or disclosure of PHI by either party in violation of the requirements of this Agreement.

d. Reporting of Security Incident and/or Improper Use or Disclosure. Each party has the obligation to report to the other party, by telephone, a Security Incident any use and/or disclosure of PHI other than as provided for by the Agreement within a reasonable time of becoming aware of such Security Incident and/or use or disclosure (but not later than 12 hours thereafter), in accordance with the notice provisions set forth herein. Such notice shall take (i) prompt action to cure any such deficiencies as reasonably requested by City, and (ii) any action pertaining to such Security Incident and/or unauthorized disclosure required by applicable federal and state laws and regulations.

e. Associate's Agents. To the extent that either party uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to PHI, the respective party shall sign an agreement with such subcontractors or agents containing in substantially the same provisions as this Agreement (the "Subcontractors Agreement") and further identifying City as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of the Subcontractors Agreement. The parties shall implement and maintain sanctions against agents and subcontractors that violate such restrictions.

f. Access to PHI. Within 10 days of receipt of a request, either party shall make PHI maintained in a Designated Record Set available to the requesting party or, as directed by the requesting party, to an individual to enable the requesting party to fulfill its obligations under Section 164.524 of the HIPAA Regulations. In the event that any individual requests access to PHI directly from either party, the party who receives the

request shall forward such request to the other party. A denial of access to requested PHI should not be made without the prior written consent of City.

g. Amendment of PHI. The Parties have the obligation to incorporate any amendment to PHI maintained in a Designated Record Set that either the City or Easter Seals directs or agrees to, within 10 days of receipt of a request therefore by City or Easter Seals, or an individual, to enable the Parties to fulfill their respective obligations under Section 164.526 of the HIPAA Regulations. If any individual requests an amendment of PHI directly from either the City or Easter Seals, the party receiving the request must notify the other party in writing within five (5) days of the request. A denial of amendment of PHI maintained by Easter Seals or its agents or subcontractors shall not be made without the prior written consent of City.

h. City's Accounting Rights. Within 10 days of notice by City of a request for an accounting of disclosure of PHI, Easter Seals and its agents or subcontractors shall make available to City the information required to provide an accounting of disclosures to enable City to fulfill its obligations under Section 164.528 of the HIPAA Regulations. In accordance with the HIPAA Regulation, Easter Seals shall not include in such an accounting those disclosures made: (i) to carry out treatment, payment or health care operations, as provided in Section 164.502 of the HIPAA Regulations; (ii) to individuals of PHI about them as provided in Section 164.502 of the HIPAA Regulations; (iii) pursuant to an authorization as provided in section 164.508 of the HIPAA Regulation; (iv) to persons involved in the individual's care or other notification purposes as provided in Section 164.510 of the HIPAA Regulations; (v) for national security or intelligence purposes as provided in Section 164.512 (k)(2) of the HIPAA Regulations; or (vi) to correctional institutions or law enforcement officials as provided in Section 164.512 (k)(5) of the HIPAA Regulations. Easter Seals agrees to implement a process that allows for an accounting of disclosures of PHI to be collected and maintained by Easter Seals and its agents or subcontractors. Further, Easter Seals agrees that upon termination or expiration of the Agreement, Easter Seals shall provide to City an accounting of all such disclosures made since the compliance date of the HIPAA Regulations. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity of the person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Easter Seals or its agents or subcontractors, Easter Seals shall, within five days of a request, forward it to City in writing. It shall be Easter Seals' responsibility to prepare, and City's responsibility to deliver, any such accounting requested.

i. Governmental Access to Records. Easter Seals shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining City's compliance with the HIPAA Regulations. Notwithstanding the forgoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by City or Easter Seals by virtue of this section. Except to the extent prohibited by law, the Parties agree to notify each other of all requests served upon either party for information or documented by or on behalf of the secretary. Each party shall have the

obligation to provide to the other party a copy of any PHI that the respective party provides to the Secretary concurrently with providing such PHI to the Secretary.

j. Minimum Necessary. The Parties, their agents, representatives, officials, and subcontractors shall only, request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

k. Data Ownership. Easter Seals acknowledges Easter Seals has no ownership rights with respect to the PHI provided by City pursuant to this Agreement.

l. Insurance to be Provided by Easter Seals. Easter Seals shall obtain and maintain, during the term of the Agreement, reasonable liability insurance covering claims based on any violation by Easter Seals of the terms of this Agreement, if such insurance is reasonably available. A copy of such policy or a certificate evidencing such policy shall be provided to City upon request.

m. Audits; Inspection and Enforcement. Within 10 days of a written request by City, Easter Seals and its agents or subcontractors shall allow City to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Easter Seals has complied with this Agreement; provided, however, that (i) Easter Seals and City shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) City shall protect the confidentiality of all confidential and proprietary information of Easter Seals to which City has access during the course of such inspection; and (iii) City shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Easter Seals. The fact that City inspects, or fails to inspect, or has the right to inspect, Easter Seals' facilities, systems, books, records, agreement, policies, and procedures does not relieve Easter Seals of its responsibility to comply with his Agreement, nor does City's (i) failure to detect or (ii) detection, but failure to notify Easter Seals or require Easter Seals' remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of City's enforcement rights under this Agreement.

n. State Privacy Laws. The Parties shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA.

3. Termination.

a. Breach. A breach or violation by either party of any provision of this Agreement, as determined by the non-breaching party, shall constitute a breach of this Agreement and shall provided grounds for immediate termination of the Agreement by either party under the Agreement.

b. Reasonable Steps to Cure Breach. If either party becomes aware or has knowledge of a pattern of activity or practice of the other party that constitutes a material breach or violation of the Parties' obligations under the provisions of this Agreement, then the non-breaching party may take reasonable steps to cure such breach or end such violation, as applicable. If the non-breaching party's efforts to cure such breach or end

such violation are unsuccessful (in the sole judgment of the non-breaching party), the non-breaching party may either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the non-breaching party may report the violation to the Secretary.

c. Judicial or Administrative Proceedings. City may terminate the Agreement, effective immediately, if (i) Easter Seals is named as a defendant in a criminal proceeding for an offense related to healthcare or (ii) a finding or stipulation that Easter Seals has violated any standard or requirement of any law or regulation relating to healthcare is made in any administrative or civil proceeding in which Easter Seals has been joined.

d. Effect of Termination. Upon termination of the Agreement for any reason, to the extent not in conflict with Florida's Public Records Law, Section 119.07, Fla. Stat., the Parties shall either return or destroy all PHI, as requested by the requesting party, that Easter Seals or the City, its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If either party requests the return of PHI, such PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to the either party. If return or destruction is not feasible, the Parties shall continue to extend the protections of this Agreement to such information, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Easter Seals is to destroy the PHI, Easter Seals shall certify in writing to City that such PHI has been destroyed.

4. Indemnity. Easter Seals hereby agrees to indemnify and hold harmless City its public officers, directors, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorney's fees) caused directly and indirectly by Easter Seals' breach of its obligation under this Agreement. City may enforce Easter Seals' obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

5. Disclaimer. City makes no warranty or representation that compliance by Easter Seals with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Easter Seals' own purposes. Easter Seals is solely responsible for all decisions made by Easter Seals regarding the safeguarding of PHI.

6. Certification. To the extent that City determines it is necessary in order to comply with City's legal obligations pursuant to HIPAA relating to certification of its security practices, City or its authorized agents or contractors, may, at City's expense, examine Easter Seals; facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to City the extent to which Easter Seals' security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

7. Amendment. The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating

to the security or confidentiality of PHI. The Parties understand and agree that each party must receive satisfactory written assurance from the other party that they will adequately safeguard all PHI. Upon the request of City, Easter Seals agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement embodying written assurance consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. City may terminate the Agreement upon 30 days written notice in the event (i) Easter Seals does not promptly enter into negotiations to amend this Agreement when requested by City pursuant to this Section 7 or (ii) Easter Seals does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that City, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations.

8. Assistance in Litigation or Administrative Proceedings. Easter Seals shall make itself, and any subcontractors, employees or agents assisting Easter Seals in the performance of its obligations under this Agreement, available to City, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against City, its directors, officers or employees based upon a claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Easter Seals or its subcontractor, employee or agent is a named adverse party.

9. No Third Party Beneficiaries. Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than City, Easter Seals and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

10. Effect on Agreement. Except to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in force and in effect.

11. Survival. The provisions of this Agreement shall survive the termination or expiration of the Agreement.

12. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulation. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

13. Governing Law; Venue. This Business Associate Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation commenced to enforce any terms of this Agreement shall be commenced in the appropriate state court located in Broward County.

14. Notices. All notices required or permitted under this Business Associate Agreement shall be in writing (except as otherwise required by Section 2.d.) and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission (solely with respect to notification pursuant to Section 2.d.) or personal or courier delivery:

If to Easter Seals: Luanne Welch, President/CEO
Easter Seals South Florida
1475 NW 14th Avenue
Miami, FL 33125
Telephone no: 305.547.4757
Facsimile no: 305.547.4771

If to City: Charles F. Dodge, City Manager
10100 Pines Blvd
Pembroke Pines, FL 33026
(954) 431-4884 (phone)
(954) 437-1149 (facsimile)

With a Copy to: Samuel S. Goren, City Attorney
Goren, Cherof, Doody, & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 (phone)
(954) 771-4923 (facsimile)

IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Agreement Effective Date.

CITY OF PEMBROKE PINES

EASTER SEALS SOUTH FLORIDA, INC.

By: Charles F. Dodge
Name: Charles F. Dodge
Title: City Manager
Date: 9/3/2009

By: Luanne K. Welch
Name: Luanne K. Welch
Title: President/CEO
Date: 09.03.2009

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APPROVED AS TO LEGAL FORM
DATA
OFFICE OF THE CITY ATTORNEY
DATED: 9/3/09

EXHIBIT "E"

Sworn Statement Under Section 287.133 (3)(a),
Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Pembroke Pines, Florida in conjunction with that certain Agreement by EASTER SEALS SOUTH FLORIDA, INC., whose business address is 1475 NW 14th Avenue, Miami, FL 33125, and social security or federal identification number is 59-0722783.

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision or any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted or conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officer, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings and the final order entered by the hearing officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the Final Order).

UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGHOUT DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN §287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

EASTER SEALS SOUTH FLORIDA, INC.

WITNESSES:

Karen L. Lopez

Karen L. Lopez

Print Name

[Signature]

By: Luanne K. Welch

Print Name: Luanne K. Welch

Title: President/CEO

L. DelValle

Print Name

STATE OF Florida :

COUNTY OF Miami-Dade : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Luanne K. Welch as President/CEO of Easter Seals South Florida, Inc., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Easter Seals South Florida, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Easter Seals South Florida, Inc.. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of September 2009.

Patricia Caballero

Notary Public, State of Florida at Large

My Commission Expires:



Patricia Caballero
COMMISSION #DD767292
EXPIRES: MAR. 11, 2012
WWW.AARONNOTARY.COM



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 12.

File Number: 09-0436 **File Type:** Agreements/Contracts **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Community Services Director **Initial Cost:** \$ 0.00 **Introduced:** 09/08/2009
File Name: Easter Seals South Florida, Inc. Agreement for Contractor Services **Final Action:** 09/16/2009

Title: MOTION TO APPROVE AGREEMENT FOR CONTRACT SERVICES TO EASTER SEALS SOUTH FLORIDA, INC. TO PROVIDE ADULT DAY CARE HEALTH CARE/ALZHEIMER'S CARE (ADHC/AC) FOR THE CITY OF PEMBROKE PINES/COMMUNITY SERVICES DEPARTMENT. FOR THE PERIOD OF OCTOBER 1, 2009 TO SEPTEMBER 30, 2012.

Notes:

- Attachments:** 1. Easter Seals (AHDC-AC Services 2009)
2. Exhibits A,B,C and D

Agenda Date: 09/16/2009
Agenda Number: 12.
Enactment Date:
Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	09/16/2009	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Castillo, Commissioner Shechter, Commissioner McCluskey and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

- Easter Seals South Florida, Inc. (the Contractor) has been awarded the contract to provide Adult Day Care and Alzheimer's Care (ADHC/AC) for individuals and City residents.
- Services will be provided at the Community Services Department in a Five Thousand Square Foot Facility, Contractor will comply with all the regulations and rules stated on Exhibits "A", "B", "C", and "D".
- The First Year the Contractor will pay a total amount of \$75,000.00 in 12 equal amounts due by the 10th of each month. On the Second Year October 1, 2010 to September 30,

2011, the Contractor shall pay a total amount of \$82,000.00 in 12 equal amounts due by the 10th of each month. The Third Year October 1, 2011 to September 30, 2012 the total amount to be paid is \$90,750.00 in 12 equal amounts due by the 10th of each month.

4. The City will reimburse the ADHC/AC Units of Service to Easter Seals South Florida, Inc for a total amount of \$288,158 for each year of the Contract. These funds are received through a Grant from the Areawide Council on Aging of Broward County, Inc., please refer to Exhibit "B".

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** No cost to the City.

b) **Amount budgeted for this item in Account No:** REVENUE: 1-8001-362054 Rental - Adult Day Care

First Year: \$75,000.00. Second Year: \$82,000.00. Third Year: \$90,750.00

c) **Source of funding for difference, if not fully budgeted:** N/A

d) **5 year projection of the operational cost of the project:** N/A

e) **Detail of additional staff requirements:** N/A

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND
EASTER SEALS SOUTH FLORIDA, INC.**

9th THIS FIRST AMENDMENT TO THE AGREEMENT is made and entered into this day of February, 2012, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "City";

and

EASTER SEALS SOUTH FLORIDA, INC. ("Contractor"), a Florida not for profit corporation authorized to do business in the State of Florida. City and Contractor hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on September 22, 2009, the Parties entered into an Agreement ("Original Agreement") whereby Contractor would provide Adult Health Day Care and Alzheimer's Care ("AHDC/AC") to City residents at the City's Southwest Focal Point Senior Center; and

WHEREAS, the Parties desire to amend the Original Agreement to provide for the Contractor to provide additional services to additional clients in consideration of the payment of additional funds paid by the City as a result of the receipt of Older Americans Act funding which the City receives (the "First Amendment").

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to amend Section 3.4 of the Original Agreement to provide for the City to pay additional compensation to the Contractor in the amount of Sixty Nine Thousand One Hundred Twenty One (\$69,121.00), subject to the availability of Federal Older Americans Act (OAA) Title IIIB funds, in consideration of the Contractor providing twenty (20) additional clients with Adult Care Services. The clients shall receive an average of seven (7) hours of Adult Care Services per day, five (5) days a week for the remaining term of the Original Agreement.

SECTION 3. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

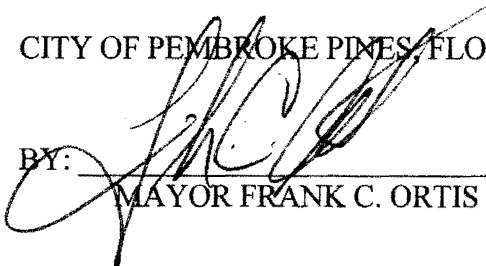
CITY OF PEMBROKE PINES, FLORIDA

ATTEST


2/9/12

JUDITH A. NEUGENT, CITY CLERK

BY:



MAYOR FRANK C. ORTIS

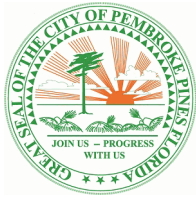
APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY



(Easter Seals Signature Page to follow)



City of Pembroke Pines, FL

601 City Center Way
 Pembroke Pines, FL
 33025
 www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 12-1830

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 01/19/2012

Short Title: Easter Seals of South Florida, LLC First Amendment
to Agreement

Final Action: 02/01/2012

Title: MOTION TO APPROVE FIRST AMENDMENT BETWEEN THE CITY OF
 PEMBROKE PINES AND EASTER SEALS OF SOUTH FLORIDA, INC.
 FOR AN ADDITIONAL AMOUNT OF \$69,121.

***Agenda Date:** 02/01/2012

Agenda Number: 10.

Internal Notes:

Attachments: ESSF First Amendment.pdf

Related Files:

0	Community Services	01/23/2012	sent for approval	Community Services Director
0	Community Services Director	01/23/2012	sent for approval	Budget
0	Budget	01/23/2012	Reviewed for Financial Impact Detail	Finance Director
	Action Text:	Revenue project = "Blank"		
0	Finance Director	01/23/2012	Approved as to Financial Impact Form	City Attorney
0	City Attorney	01/23/2012	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	01/23/2012	returned for additional information	Community Services
0	Community Services	01/23/2012	sent for approval	Assistant City Manager
0	Assistant City Manager	01/24/2012	sent for approval	City Manager
0	City Manager	01/25/2012	approved for the agenda	City Clerk
0	City Commission	02/01/2012	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda Aye: - 5 Ortis, Siple, Castillo, McCluskey, and Shechter		

Nay: - 0

MOTION TO APPROVE FIRST AMENDMENT BETWEEN THE CITY OF PEMBROKE PINES AND EASTER SEALS OF SOUTH FLORIDA, INC. FOR AN ADDITIONAL AMOUNT OF \$69,121.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines/Southwest Focal Point Senior Center and Easter Seals of South Florida, Inc. entered into an Agreement on September 22, 2009 to provide Adult Day Care and Alzheimer's IIIB Services to the eligible clientele at the Southwest Focal Point Senior Center.
2. The City of Pembroke Pines/Southwest Focal Point Senior Center has a current Contract Agreement JA011-10-2011 on January, 2011 to provide Adult Day Care IIIB Funds with the Areawide Council on Aging of Broward County, Inc. This contract was amended on November, 2011 to include additional funds allocated to the Adult Day Care IIIB Services for a total amount of \$69,121.
3. First Amendment to Agreement for Contractor Services between the City of Pembroke Pines and Easter Seals of South Florida, Inc. reflects the additional \$69,121 funds allocated to Funds IIIB for the Adult Day Care and Alzheimer's Services that will be provided by Easter Seals.
4. Easter Seals of South Florida, Inc will provide Adult Day Care Services to 20 additional clients, these clients will receive an average of (7) hours per day, five (5) days a week in order to be eligible to receive the additional funds.
5. Funds eligible to Easter Seals of South Florida, Inc are subject to the availability of Federal Older Americans Act (OAA) Title IIIB Funds.
6. Request Commission approve First Amendment to Agreement for Easter Seals of South Florida, Inc.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No Cost to the City.
- b) **Amount budgeted for this item in Account No:** Revenue Account: 199-331690-8005-24 OAA Title IIIB Funds. Expenditure Account 199-569-8005-24-34990 Contractual Serv-Other.
- c) **Source of funding for difference, if not fully budgeted:** N/A
- d) **5 year projection of the operational cost of the project :** N/A
- e) **Detail of additional staff requirements:** N/A

**SECOND AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND
EASTER SEALS SOUTH FLORIDA, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this 1st day of October, 2012, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "City";

and

EASTER SEALS SOUTH FLORIDA, INC. ("Contractor"), a Florida not for profit corporation authorized to do business in the State of Florida. City and Contractor hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on September 22, 2009, the Parties entered into an Agreement ("Original Agreement") whereby Contractor would provide Adult Health Day Care and Alzheimer's Care ("AHDC/AC") to City residents at the City's Southwest Focal Point Senior Center; and

WHEREAS, on February 8, 2012, the Parties entered into a First Amendment to Agreement ("Original Agreement") whereby the Contractor agreed to provide additional services to additional clients in consideration of the payment of additional funds paid by the City as a result of the receipt of Older Americans Act funding which the City receives (the "First Amendment");

WHEREAS, the Parties desire to extend Original Agreement for three (3) years and provide for yearly rent due and owed to the City for use of the City's Southwest Focal Point Senior Center ("SWFP") for each year of the extension (the "Second Amendment").

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. City and Contractor hereby agree to extend the Original Agreement for an additional three (3) years commencing on October 1, 2012, unless and until the Original Agreement, as amended, is terminated pursuant to the terms of the Original Agreement, as amended.

SECTION 4. City and Contractor hereby agree to amend Section 3.1 of the Original Agreement in its entirety to read as follows:

3.1 In full and complete consideration of the use of the City's SWFP, the Contractor shall pay to the City the following Facility Fee in twelve equal monthly payments, during the term of this Agreement:

3.4.1 Contractor shall pay to the City the sum of Ninety Thousand Seven Hundred Fifty and 00/100 Dollars (\$90,750.00), during the 2012-2013 fiscal year, October 1, 2012-September 30, 2013. The monthly fee is Seven Thousand Five Hundred Sixty Two and 50/100 Dollars (\$7,562.50).

3.4.2 Contractor shall pay to the City the sum of One Hundred and One Thousand Six Hundred and Eighty Eight and 00/100 Dollars (\$101,688.00) during the 2013-2014 fiscal year, October 1, 2013-September 30, 2014. The monthly fee is Eight Thousand Four Hundred Seventy Four and 00/100 Dollars (\$8,474.00).

3.4.3 Contractor shall pay to the City the sum of One Hundred and Fifteen Thousand Three Hundred and Fifty Nine and 00/100 Dollars (\$115,359.00) 2014-2015 fiscal year, October 1, 2014-September 30, 2015. The monthly fee is Nine Thousand Six Hundred Thirteen and 25/100 Dollars (\$9,613.25).

The Facility Fee shall include all utilities (water, waste, electricity, gas local telephone) and janitorial services. Easter Seals will be responsible for all long distance charges incurred as well as DSL.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as previously amended by the First Amendment, and as amended by this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.


CITY:

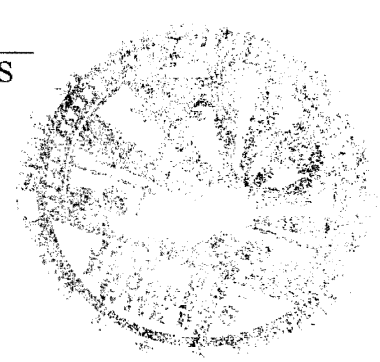
CITY OF PEMBROKE PINES, FLORIDA

BY:


MAYOR FRANK C. ORTIS

ATTEST:


JUDITH A. NEUGENT, CITY CLERK



APPROVED AS TO FORM:

Stacey Weingart
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

EASTER SEALS SOUTH FLORIDA, INC.

By: Louise K. Welch
Print Name: Louise K. Welch
Title: President/CEO

ATTEST:

By: Patricia Sandino Valle
Print Name: Patricia Sandino Valle
Title: Notary Public

(CORPORATE SEAL)

STATE OF Florida :ss
:
COUNTY OF Miami-Dade :ss

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Louise K. Welch as President/CEO of Easter Seals South Florida, Inc., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Easter Seals South Florida, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Easter Seals South Florida, Inc.. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of September, 2012.



Notary Public, State of Florida at Large

My Commission Expires: 3.11.16.

SSG:DNT:BJS

H:_GOV CLIENTS\PP 1956\ 760185 GM\AGMT 2012\Second Amendment Easter Seals.doc

Easter Seals South Florida, Inc.

Oct. 2009 - Sep. 2012

vendor	organization_name	invoice_nbr	invoice_date	line	gross_amt	acrl_eff_date	line	acct	divisio	proj	city	obj	short_descp
008851	Easter Seals South Florida, Inc.	OCT2903	10/29/2009	\$	22,957.16	11/10/2009	199	569	8005	24	34990		adult day care serv.10/1-23
008851	Easter Seals South Florida, Inc.	OCT2904	10/29/2009	\$	6,108.29	11/10/2009	199	569	8005	24	34990		adult day care serv.10/1-23
				\$	29,065.45								
008851	Easter Seals South Florida, Inc.	NOV 3178	11/30/2009	\$	19,648.98	12/09/2009	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 3179	11/30/2009	\$	7,441.96	12/09/2009	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 3530	12/31/2009	\$	13,964.54	02/10/2010	199	569	8005	24	34990		Adult Day Care IIIB Units
008851	Easter Seals South Florida, Inc.	DEC 3532	02/04/2010	\$	10,490.43	02/10/2010	199	569	8005	24	34990		Adult Day Care IIIE Units
008851	Easter Seals South Florida, Inc.	FEB 3736	02/28/2010	\$	16,407.50	03/16/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	FEB 3737	02/28/2010	\$	7,337.16	03/16/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JAN 3734	03/01/2010	\$	12,706.20	03/16/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JAN 3735	01/31/2010	\$	4,670.50	03/16/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAR 5185	03/31/2010	\$	7,078.17	04/14/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAR 5186	03/31/2010	\$	29,487.51	04/14/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APR 5372	04/30/2010	\$	21,446.10	05/11/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APR 5373	04/30/2010	\$	5,103.04	05/11/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 5715	05/31/2010	\$	24,942.06	06/22/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 5717	05/31/2010	\$	8,257.68	06/22/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 5718	06/17/2010	\$	14,948.17	06/22/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JUNE 5880	07/20/2010	\$	8,618.40	07/27/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JUNE 5881	07/20/2010	\$	22,035.78	07/27/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JULY 6047	07/31/2010	\$	17,828.62	09/29/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JULY 6048	08/18/2010	\$	6,679.80	09/29/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
				\$	259,092.60								
008851	Easter Seals South Florida, Inc.	OCT 1175	10/31/2010	\$	5,382.72	12/23/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 1250	11/30/2010	\$	22,070.88	12/23/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 1251	11/30/2010	\$	7,732.80	12/23/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 1336	10/31/2010	\$	19,540.17	12/23/2010	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 1461	12/31/2010	\$	16,375.91	02/02/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 1462	12/31/2010	\$	11,544.12	02/02/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 1463	01/31/2011	\$	4,807.64	02/02/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 1465	01/31/2011	\$	13,639.96	02/02/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	FEB 1868	02/01/2011	\$	864.69	03/09/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U

Easter Seals South Florida, Inc.

Oct. 2009 - Sep. 2012

vendor	organization_name	invoice_nbr	invoice_date	line	gross_amt	accr_eff_date	line	acct	divisio	proj	city	obj	short_descp
008851	Easter Seals South Florida, Inc.	FEB 1869	02/01/2011	\$	23,330.81	03/09/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	FEB 1870	02/01/2011	\$	4,807.64	03/09/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAR 2499	03/31/2011	\$	8,775.48	05/03/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAR 2500	03/31/2011	\$	19,216.51	05/03/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APRIL 2699	04/30/2011	\$	14,478.24	06/14/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APRIL 2700	04/30/2011	\$	18,654.11	06/14/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 2728	05/30/2011	\$	25,160.37	06/14/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 2729	05/30/2011	\$	10,519.08	06/14/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JUNE 2883	06/30/2011	\$	7,692.65	07/06/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JUNE 2884	06/30/2011	\$	23,119.91	07/06/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JULY 3071	07/01/2011	\$	20,082.95	08/04/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JULY 3072	07/01/2011	\$	8,344.74	08/04/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	AUG 3488	08/31/2011	\$	2,016.65	09/30/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
				\$	<u>288,158.03</u>								
008851	Easter Seals South Florida, Inc.	OCT 3699	11/04/2011	\$	11,880.70	11/15/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	OCT 3700	10/31/2011	\$	5,221.02	11/15/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 3900	11/30/2011	\$	8,404.41	12/07/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	NOV 3901	11/30/2011	\$	28,856.39	12/07/2011	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 4164	12/31/2011	\$	12,053.27	01/11/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	DEC 4165	12/31/2011	\$	63,349.09	01/11/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JAN 4380	01/31/2012	\$	9,073.17	02/08/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JAN 4381	01/31/2012	\$	26,937.20	02/08/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
				\$	<u>165,775.25</u>								
008851	Easter Seals South Florida, Inc.	FEB 4694	02/28/2012	\$	17,578.04	03/13/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	FEB 4695	02/28/2012	\$	12,381.59	03/13/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MARCH 5149	04/01/2012	\$	8,547.57	04/19/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MARCH 5150	03/31/2012	\$	35,719.43	04/19/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APRIL 5632	04/20/2012	\$	8,549.76	05/15/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	APRIL 5633	04/20/2012	\$	21,868.57	05/15/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 5678	05/31/2012	\$	8,049.35	06/06/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	MAY 5679	05/31/2012	\$	17,620.70	06/06/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U
008851	Easter Seals South Florida, Inc.	JUNE 5900	06/28/2012	\$	15,423.82	07/05/2012	199	569	8005	24	34990		Adult Day Care IIIB & IIIE U

Easter Seals South Florida, Inc.
Oct. 2009 - Sep. 2012

vendor_ organization_name	invoice_nbr	invoice_date	line_gross_amt	acrl_eff_date	line_acct	divisio	proj	city_obj	short_descp
008851 Easter Seals South Florida, Inc.	JUNE 5901	06/28/2012	\$ 7,057.28	07/05/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	JULY 6118	07/27/2012	\$ 14,789.36	08/08/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	JULY 6119	07/27/2012	\$ 6,929.90	08/08/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	AUG 6309	08/31/2012	\$ 20,573.30	09/11/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	AUG 6310	08/31/2012	\$ 8,708.21	09/13/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	SEPT 6570	09/30/2012	\$ 23,365.96	09/30/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
008851 Easter Seals South Florida, Inc.	SEPT 6571	09/30/2012	\$ 6,240.92	09/30/2012	199 569	8005	24	34990	Adult Day Care IIIB & IIIE
			<u>\$ 233,403.76</u>						

Amount Paid. \$ 975,495.09

Easter Seals Agreement \$288,158 per year	Amendment 0C	Total Budget	Actual Exp
October 1, 2009 - September 30, 2010	\$ 288,158.00	\$ 288,158.00	\$ 288,158.05
October 1, 2010 - September 30, 2011	\$ 288,158.00	\$ 288,158.00	\$ 288,158.03
October 1, 2011 - September 30, 2012	\$ 288,158.00	\$ 69,121.00	\$ 399,179.01
TOTALS	\$ 864,474.00	\$ 69,121.00	\$ 975,495.09
Amount for the first 3 years:	\$ 933,595.00		
Amount overpaid.	\$ 41,900.09		\$ 41,900.09

RENEWAL of Agreement: Easter Seals 3 years

October 1, 2012 - September 30, 2013	\$ 246,258.00
October 1, 2013 - September 30, 2014	\$ 288,158.00
October 1, 2014 - September 30, 2015	\$ 288,158.00
	\$ 822,574.00



**THIRD AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND
EASTER SEALS SOUTH FLORIDA, INC.**

1st **THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into this day of July, 2015, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "City";

and

EASTER SEALS SOUTH FLORIDA, INC. ("Contractor"), a Florida not for profit corporation authorized to do business in the State of Florida. City and Contractor hereafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, on September 22, 2009, the Parties entered into an Agreement ("Original Agreement") whereby Contractor would provide Adult Health Day Care and Alzheimer's Care ("AHDC/AC") to City residents at the City's Southwest Focal Point Senior Center; and

WHEREAS, on February 8, 2012, the Parties entered into a First Amendment to Agreement whereby the Contractor agreed to provide additional services to additional clients in consideration of the payment of additional funds paid by the City as a result of the receipt of Older Americans Act funding which the City receives (the "First Amendment"); and

WHEREAS, on October 1, 2012, the Parties entered into a Second Amendment to the Agreement in order to extend Original Agreement for three (3) years and provide for yearly rent due and owed to the City for use of the City's Southwest Focal Point Senior Center ("SWFP") for each year of the extension (the "Second Amendment"); and

WHEREAS, the Parties desire to amend the Original Agreement in order to extend the Original Agreement for an additional five (5) years with two (2) additional three (3) year options, and to provide for an increase in the rental rate (the "Third Amendment").

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.



SECTION 2. City and Contractor hereby agree to extend the Original Agreement for an additional five (5) years commencing on October 1, 2015, unless and until the Original Agreement, as amended, is terminated pursuant to the terms of the Original Agreement, as amended. In addition the Contractor shall have the right to request renewal of the Original Agreement for two (2) additional three (3) year terms, subject to the execution of a written amendment to this Agreement.

SECTION 4. City and Contractor hereby agree to amend Section 3.1 of the Original Agreement in its entirety to read as follows:

3.1 In full and complete consideration of the use of the City's SWFP, the Contractor shall pay to the City the following Facility Fee in twelve equal monthly payments, during the term of this Agreement:

3.1.1 Contractor shall pay to the City the sum of One Hundred and Fifteen Thousand Eight Hundred Eighty Nine and 64/100 Dollars (\$115,889.64) 2015-2016 fiscal year, October 1, 2015-September 30, 2016 ("Annual Rent"). The monthly fee is Nine Thousand Six Hundred Fifty Seven and 47/100 Dollars (\$9,657.47).

3.1.2 The rent for subsequent years during the term of this Agreement, and any renewal terms, shall be increased using the Consumer Price Index for "All Urban Consumers for Miami\Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending April of each year to be effective on the following October 1st. If the Consumer Price Index decreases, then the Annual Rent shall remain unchanged.

SECTION 5. The Parties agree that in all other respects, the Original Agreement, as previously amended by the First Amendment, Second Amendment and as amended by this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

BY:


CHARLES F. DODGE



**THIRD AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND
EASTER SEALS SOUTH FLORIDA, INC.**

1st **THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into this day of July, 2015, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "City";

and

EASTER SEALS SOUTH FLORIDA, INC. ("Contractor"), a Florida not for profit corporation authorized to do business in the State of Florida. City and Contractor hereafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, on September 22, 2009, the Parties entered into an Agreement ("Original Agreement") whereby Contractor would provide Adult Health Day Care and Alzheimer's Care ("AHDC/AC") to City residents at the City's Southwest Focal Point Senior Center; and

WHEREAS, on February 8, 2012, the Parties entered into a First Amendment to Agreement whereby the Contractor agreed to provide additional services to additional clients in consideration of the payment of additional funds paid by the City as a result of the receipt of Older Americans Act funding which the City receives (the "First Amendment"); and

WHEREAS, on October 1, 2012, the Parties entered into a Second Amendment to the Agreement in order to extend Original Agreement for three (3) years and provide for yearly rent due and owed to the City for use of the City's Southwest Focal Point Senior Center ("SWFP") for each year of the extension (the "Second Amendment"); and

WHEREAS, the Parties desire to amend the Original Agreement in order to extend the Original Agreement for an additional five (5) years with two (2) additional three (3) year options, and to provide for an increase in the rental rate (the "Third Amendment").

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.



SECTION 2. City and Contractor hereby agree to extend the Original Agreement for an additional five (5) years commencing on October 1, 2015, unless and until the Original Agreement, as amended, is terminated pursuant to the terms of the Original Agreement, as amended. In addition the Contractor shall have the right to request renewal of the Original Agreement for two (2) additional three (3) year terms, subject to the execution of a written amendment to this Agreement.

SECTION 4. City and Contractor hereby agree to amend Section 3.1 of the Original Agreement in its entirety to read as follows:

3.1 In full and complete consideration of the use of the City's SWFP, the Contractor shall pay to the City the following Facility Fee in twelve equal monthly payments, during the term of this Agreement:

3.1.1 Contractor shall pay to the City the sum of One Hundred and Fifteen Thousand Eight Hundred Eighty Nine and 64/100 Dollars (\$115,889.64) 2015-2016 fiscal year, October 1, 2015-September 30, 2016 ("Annual Rent"). The monthly fee is Nine Thousand Six Hundred Fifty Seven and 47/100 Dollars (\$9,657.47).

3.1.2 The rent for subsequent years during the term of this Agreement, and any renewal terms, shall be increased using the Consumer Price Index for "All Urban Consumers for Miami\Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending April of each year to be effective on the following October 1st. If the Consumer Price Index decreases, then the Annual Rent shall remain unchanged.

SECTION 5. The Parties agree that in all other respects, the Original Agreement, as previously amended by the First Amendment, Second Amendment and as amended by this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

BY: 
CHARLES F. DODGE



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 11.

File Number: 15-0157 **File Type:** Agreements/Contracts **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Community Services Director **Initial Cost:** **Introduced:** 05/21/2015
File Name: Amend agreement with Easter Seals for Adult Day Care Center **Final Action:** 06/17/2015

Title: MOTION TO APPROVE THE THIRD AMENDMENT TO AGREEMENT WITH EASTER SEALS OF SOUTH FLORIDA FOR ADULT DAY CARE AND ALZHEIMER'S CARE SERVICES AT THE SOUTHWEST FOCAL POINT SENIOR CENTER AMENDING THE AGREEMENT TO EXTEND THE TERMS FOR AN ADDITIONAL FIVE YEARS COMMENCING ON OCTOBER 1, 2015 AND PROVIDING FOR A CONSUMER PRICE INDEX ADJUSTMENT TO THE RENTAL PAYMENTS DUE TO THE CITY.

Notes:

Attachments: 1. Third Amendment - Adult Day Care - Easter Seals of South Florida
2. Adult Health Day Care and Alzheimer's Care (AHDC & AC) Services - Easter Seals South Florida, Inc

Agenda Date: 06/17/2015
Agenda Number: 11.
Enactment Date:
Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2015	approve				Pass
			Aye: 5 Nay: 0	Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner Schwartz and Commissioner Shechter			

SUMMARY EXPLANATION AND BACKGROUND:

- On September 22, 2009, the City Commission approved the Original Agreement with Easter Seals of South Florida to provide Adult Health Day Care and Alzheimer's Care to City residents at the City's Southwest Focal Point Senior Center (SWFP) for a three year period.
- As part of the agreement, the City pays Easter Seals for providing services to City residents utilizing the Older American Act grant the City receives annually from the Areawide Council on Aging of Broward County; no additional funds are paid to Easter Seals for services rendered. The agreement also calls for Easter Seals to pay the City an annual

lease payment for occupying the day care location at the SWFP.

3. On February 8, 2012, the Commission approved the First Amendment to the Agreement whereby Easter Seals agreed to provide additional services to additional clients in consideration of the payment of additional funds paid by the City as a result of additional Older Americans Act grant funding.

4. On October 1, 2012, both parties entered into a Second Amendment to the Agreement in order to extend Original Agreement for three (3) years effective October 1, 2012, and provide for yearly rent due and owed to the City for use of the City's Southwest Focal Point Senior Center for each year of the extension .

5. The current contract does not allow for any additional renewals. The Community Services Director would like to extend the current agreement and retain Easter Seals as the Adult Day Care and Alzheimer's Care provider at the Southwest Focal Point Senior Center under the existing agreement terms rather than issue a Request for Proposals to obtain a new contract for services. To date the City has been extremely happy with the service being provided by Easter Seals as they are the leader in the Adult Day Care industry and provide excellent care, they have a full understanding of the Older American Act Grant requirements for Titles IIIB & IIIE, and have never had a complaint lodged against them during the term of their contract. The grant provider, Areawide Council on Aging, is in full support of Easter Seals remaining as the service provider at the SWFP.

6. The Third Amendment provides for a five (5) year extension of the existing agreement with two (2) additional three (3) year renewals. The Amendment also calls for an annual Consumer Price Index (CPI) adjustment to the rental payments from Easter Seals.

7. Request the City Commission approve the third amendment to the agreement with Easter Seals of South Florida for Adult Day Care Services at the Southwest Focal Point Senior Center amending the agreement to extend the terms for an additional five years commencing on October 1, 2015 and providing for a CPI adjustment to the rental payments due to the City.

[Item has been reviewed by the Commission Auditor and approved for the Agenda.](#)

FINANCIAL IMPACT DETAIL:

a) Initial Cost: No Cost to the City. The payments made to Easter Seals are grant revenue funds received from the Areawide Council on Aging of Broward County. The City also received rental revenue from Easter Seals for lease payments on the day care facility. The annual lease payment for FY 2016 per the third amendment is \$115,889.64.

b) Amount budgeted for this item in Account No:

For the Adult Day Care Services:

Revenue Account: 199-331690-8005 OAA Title IIIB Funds. Expenditure Account 199-569-8005-24-34990 Contractual Serv-Other.

For the Lease Payments:

1-362054-8001 - Rental - Adult Day Care (Tax Exempt)

- c) Source of funding for difference, if not fully budgeted:** N/A
- d) 5 year projection of the operational cost of the project :** The City's grant funding from Areawide Council on Aging of Broward County is approved and granted each year.
- e) Detail of additional staff requirements:** Not Applicable



**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
EASTER SEALS OF SOUTH FLORIDA, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 17th day of June, 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

EASTER SEALS OF SOUTH FLORIDA, INC, a not for Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **1475 NW 14th Avenue, Miami, FL 33125**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 22, 2009**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **three (3) years period**, commencing **upon the execution of the agreement** and expiring on **September 30, 2012**; and,

WHEREAS, on **February, 8th, 2012**, the Parties executed the First Amendment to the Original Agreement which provide additional services for additional clients; and,

WHEREAS, on **October 1st, 2012**, the Parties executed the Second Amendment to the Original Agreement, as amended to extend the term of the Original Agreement for an additional three (3) year period commencing on **October 1st, 2012** and Terminating on **September 30th, 2015**; and,

WHEREAS, the Parties further amended the Original Agreement, as amended to amend Section 3 entitled "Consideration" to increase the facility fee for the term of the agreement and to adjust the rent payment for subjectquent years using the Consumer Price Index ; and,

WHEREAS, on **October 1st, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, which extended the term of the Original Agreement for a five (5) year period commencing on **October 1st, 2015** and Terminating on **September 30th, 2020** with two (2) additional three (3) year renewal options; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, as amended and desire to amend the Original Agreement, as amended to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement;



and,

WHEREAS, the Parties further desire to execute the first **three (3) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1.1 of the Original Agreement, as amended, is hereby repealed and replaced as set forth below:

3.1.1 CONTRACTOR shall pay the CITY the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS (\$127,869.00)** for fiscal year 2020-2021, commencing on **October 1, 2020** and terminating on **September 30, 2021** ("Annual Rent"). The monthly fee is **TEN THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS WITH SEVENTY FIVE CENTS (\$10,655.75)**.

SECTION 3. Section 3.1 of the Original Agreement, as amended, is hereby amended to add Section 3.1.3 as set forth below:

3.1.3. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 4. The Original Agreement, as amended, is hereby amended by the addition of Article 31 entitled Non-Discrimination & Equal Opportunity Employment, as set forth below:

31 Non-Discrimination & Equal Opportunity Employment During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any,



will be made aware of and will comply with this nondiscrimination clause.

SECTION 5. The Original Agreement, as amended, is hereby amended by the addition of Article 32 entitled Public Records, as set forth below:

32.1 Public Records The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

32.1.1 Keep and maintain public records required by the CITY to perform the service;

32.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

32.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

32.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

32.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025**



(954) 450-1050
mgraham@ppines.com

SECTION 6. The Original Agreement, as amended, is hereby amended by the addition of Article 33 entitled Scrutinized Companies, as set forth below:

33 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

33.1.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

33.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

33.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

33.1.2.2 Is engaged in business operations in Syria.

SECTION 7. The Original Agreement, as amended, is hereby renewed for a **three (3) year** renewal period commencing on **October 1st, 2020** and terminating on **September 30th, 2023**.

SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SECTION 11. This Agreement may be executed by hand or electronically in multiple



originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

MARLENE D. GRAHAM,
CITY CLERK

6/22/2020

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: Austin Morgan 6.18.2020
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

EASTER SEALS OF SOUTH FLORIDA, INC.

By:
Name: LOREEN CHANT
Title: PRESIDENT/CEO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 20-0484

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 06/09/2020

Short Title: Contracts Database Report

Final Action: 06/17/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Certiport® - NCS Pearson - Microsoft Training and Certification

(C) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

(D) Mullings Engineering Services, Inc. - Sod & Sod Installation - Renewal

ITEMS (E) TO (N) ARE NOT RENEWING OR ARE RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) ISG Strategic Partners, LLC.-Continuing Services - Non-Renewal

(F) Weekley Asphalt Paving, Inc.-Continuing Services - Non-Renewal

(G) PM AM Corporation - False Alarm Billing Collections - Non-Renewal

(H) Tetra Tech, Inc. - Disaster Debris Monitoring Services AD-18-04 - Non-Renewal

(I) Trane U.S. Inc. - Maintenance of Air Cooled Chillers - AV - Renewal

(J) American Soccer Company-Soccer Uniforms - Non Renewal

(K) Bermello, Ajamil, & Partners, Inc. - Architectural & Engineering Services - Non-Renewal

(L) Dynaserv Florida, LLC - Parks Seasonal Palm Service - Non-Renewal

(M) State Of Florida, Department Of State Division of Cultural Affairs - Grant General Program Support 2020 - Not to Renew

(N) Raftelis Financial Consultants, Inc.-Cost Analysis of the Existing Utility Function - Non-Renewal

*Agenda Date: 08/05/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report - June 17, 2020, 2. In Rem Solutions, Inc-Grant Writing Services-(all backup w ve), 3. Certiport, Inc. - Microsoft Training and Certification - Orig - 2nd A (all backup w ve), 4. Easter Seals South Florida, Inc.-Adult Health Day Care (Orig - 4th A)(all backup w ve), 5. Sod & Sod Installation New Co-Op 033-2730-18IT (All Backup), 6. ISG Strategic Partners LLC - General Road Preservation Repair and Maintenance Items (All Backup), 7. Weekley Asphalt Paving, Inc - General Road Reservation Repair and Maintenance Items (All Backup), 8. PM AM Corporation-False Alarm Billing Collections (All Backup), 9. TETRA TECH INC-DISASTER DEBRIS AMANGEMENT SERVICES (All Backup), 10. Trane US, Inc. - Maintenance of Air Cooled Chillers - AV (all backup w ve), 11. American Soccer Company, Inc - Purchase of Soccer Uniforms (All Backup), 12. Bermello, Ajamil & Partners, Inc. - Architectural & Engineering Services (All Backup), 13. DynaServ Florida, LLC - Parks Seasonal Palm Service (All Backup), 14. State of FL-Division Cultural Affairs General Program Support Grant 2020 (All Backup), 15. Raftelis Financial Consultants - Cost Analysis of Utility Function Sourcing Contract (All Backup)

1 City Commission 06/17/2020 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Notes: Commissioner Good spoke on Item 16(A) better if item can be rebid on In Rem Soutions professsional grant writers.

City Manager spoke about the company. they are rated highly.
Commissioner Siple spoke on the item. now would be a good time to look at them. give direction to cm to renegotiate the cost with this company where we have proven company.

CM spoke - would like opportunity speak to them to renegotiate an bring something back at august meeting. pr at that time seek proposals. motion to table for CM to bring back august

16 d motion to go out to bid

Seconded by Chanzas

Schwartz asked CM about why go out to bid rather than defer

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas

Nay: - 0

1 City Commission 06/17/2020 defer City Commission 08/05/2020 Pass

Action Text: Commissioner Good pulled Section (A) of Consent Item 16 for discussion. 16(A) refers to In Rem Solutions, Inc. - Professional Grant Writing Services - contract renewal.

A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to defer Section 16(A) to the Commission Meeting on August 5, 2020. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas

Nay: - 0

1 City Commission 06/17/2020 approve Pass

Action Text: Commissioner Good pulled Section (D) of Consent Item 16 for discussion. 16(D) refers to Mullings Engineering Services, Inc. - Sod & Sod Installation - contract renewal.

A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to approve the City Manager's recommendation to go out for bid. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Certiport® - NCS Pearson - Microsoft Training and Certification

(C) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

(D) Mullings Engineering Services, Inc. - Sod & Sod Installation - Renewal

ITEMS (E) TO (N) ARE NOT RENEWING OR ARE RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) ISG Strategic Partners, LLC.-Continuing Services - Non-Renewal

(F) Weekley Asphalt Paving, Inc.-Continuing Services - Non-Renewal

(G) PM AM Corporation - False Alarm Billing Collections - Non-Renewal

(H) Tetra Tech, Inc. - Disaster Debris Monitoring Services AD-18-04 - Non-Renewal

(I) Trane U.S. Inc. - Maintenance of Air Cooled Chillers - AV - Renewal

(J) American Soccer Company-Soccer Uniforms - Non Renewal

(K) Bermello, Ajamil, & Partners, Inc. - Architectural & Engineering Services - Non-Renewal

(L) Dynaserv Florida, LLC - Parks Seasonal Palm Service - Non-Renewal

(M) State Of Florida, Department Of State Division of Cultural Affairs - Grant General Program Support 2020 - Not to Renew

(N) Raftelis Financial Consultants, Inc.-Cost Analysis of the Existing Utility Function - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing October 1, 2017 and expiring September 30, 2018.

2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.

3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon

mutual consent, evidenced by a written Amendment.

4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing October 1, 2018 and expiring September 30, 2019.

5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.

6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on September 30, 2020.

7. The Administration Department recommends that the City Commission approve this Fourth Amendment for the third one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated annual amount \$115,000.00. \$150 per hour. As needed basis. Annual cost is based on approved projects.

b) Amount budgeted for this item in Account No: \$115,000 under account 1-519-800-31500 - Prof. Services Other

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project Not Applicable.

	FY 2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$115,000.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$115,000.00		\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable.

(B) Certiport® - NCS Pearson - Microsoft Training and Certification

1. Certiport® as the sole provider and exam developer for the Microsoft® Office Specialist (MOS) and the Adobe® Certified Association (ACA) industry certification programs.

2. On October 3, 2018, the City entered into a Contractual Services Agreement with Certiport®, a service mark of NCS Pearson, Inc. for an initial one (1) year period commencing on October 3, 2018 and expiring on October 2, 2019.

3. Section 3.2 of the Original Agreement, allows for two (2) additional one (1) year renewal terms upon mutual written consent, evidenced by a written Amendment.

4. On October 3, 2019 the Parties executed the First Amendment to the Original Agreement for

the one (1) year renewal term expiring on October 2, 2020.

5. The City Charter Schools request the City Commission approve renewal of the agreement for the second and final, one (1) year term as allowed by the agreement, commencing on October 3, 2020 and terminating on October 2, 2021.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$32,274

b) **Amount budgeted for this item in Account No:** \$32,274 is budgeted within the Charter School's 2020-2021 Proposed Budget. All funds are coded to school object code 52652 - Software <1000 &/or licenses. The breakdown budgeted at each applicable school site is listed below:

School Site	Account Coding	Account Description	Amount
West Middle	171-569-5052-553-52652-5102-369	Software<1000 &/or Licenses	\$ 8,032
Central Middle	171-569-5052-554-52652-5102-369	Software<1000 &/or Licenses	\$ 8,032
Academic Village	172-569-5053-52652-5103-369	Software<1000 &/or Licenses	\$ 16,210
		Total	\$ 32,274

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the**

	School FY 2020-21		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$32,274.00	\$.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$32,274.00	\$.00	\$.00	\$.00	\$.00	\$.00

e) **Detail of additional staff requirements:** Not Applicable

(C) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

1. On September 22, 2009, the City entered into a Contractual Services Agreement with Easter Seals of South Florida, Inc for an initial three (3) year period expiring September 30, 2012.

2. The City of Pembroke Pines Community Services Department utilizes Easter Seals of South Florida, Inc. for Adult Health Day Care and Alzheimer Care Services. The agreement also provides for Easter Seals of South Florida, Inc. to pay the City an annual Facility Fee to be able to operate out of the City facility.

3. On February 8, 2012 the City executed the First Amendment of the Original Agreement to provide additional services to additional clients.

4. On October 1, 2012 the City executed the Second Amendment of the Original Agreement, as amended, to extend the term for three (3) years, commencing on October 1, 2012 and expiring on September 30, 2015.

5. On July 1, 2015 the City executed the Third Amendment of the Original Agreement, as amended, to extend the term for an additional five (5) years commencing on October 1, 2015 and expiring on September 30, 2020 and to provide for two (2) additional three (3) year renewal options and increase the facility rental rate.

6. The Community Services Department recommends that the City Commission approve this Fourth Amendment for the three (3) year renewal term commencing on October 1, 2020 and ending on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$127,869.00

The cost of the services provided by Easter Seals is entirely covered through an allocation from the Areawide Council on Aging of Broward County of grant revenue funds received in the total amount of \$288,158.00.

Facility fee payments are also collected from Easter Seals of South Florida.

b) Amount budgeted for this item in Account No:

For the Adult Day Care Services:

Revenue Account: 199-331690-8005 OAA Title IIIB Funds and 199-331691-8005 Title IIIE
\$288,158.00

Expenditure Account: 199-569-8005-24-34990 Contractual Serv-Other \$288,158.00

For the Lease Payments:

Monthly Facility Fee for the period of October 1, 2020 - September 30, 2021 is \$10,655.75 for a total amount of \$127,869.00 to be allocated to:

Revenue Account 1-362054-8001 Rental - Adult Day Care (Tax Exempt).

c) Source of funding for difference, if not fully budgeted: "Not applicable."

d) 3 year projection of the operational cost of the project "Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues (Grant)	\$288,158.00		\$288,158.00	\$288,158.00	\$0.00	\$0.00
Revenues (Rent)	\$127,869.00		\$127,869.00	\$127,869.00	\$0.00	\$0.00
Expenditures	\$288,158.00	\$288,158.00	\$288,158.00	\$288,158.00	\$0.00	\$0.00
Net Revenue	\$127,869.00	\$127,869.00	\$127,869.00	\$127,869.00	\$0.00	\$0.00

e) Detail of additional staff requirements: "Not Applicable"

(D) Mullings Engineering Services, Inc. - Sod & Sod Installation - Renewal

1. On September 20, 2018, the Commission of the City of Boynton Beach approved to enter into a CO-OP Agreement with Mullings Engineering Services, Inc., Odum's Sod, Inc, and Sunset Sod, Inc. for a one (1) year period commencing on October 1, 2018 and terminating on September 30, 2019.
2. The City of Pembroke Pines Public Services Department utilizes Mullings Engineering, Inc. to purchase sod & sod installation services.
3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. In August of 2019 the first renewal period for the period commencing on October 1, 2019 and expiring on September 30, 2020 was approved by the City of Boynton Beach and Mullings Engineering Services, Inc.
5. The renewal letter from the City of Boynton Beach for the second renewal period will be provided at the end of August or beginning of September, 2020.
6. The Public Services Department recommends that the City Commission approve the second renewal for the one (1) year term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$100,000 estimated annual amount
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:
1-539-6004-46161 (R & M Landscaping)
1-539-6004-63115 (Landscaping)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"
- e) **Detail of additional staff requirements:** "Not Applicable"

(E) ISG Strategic Partners, LLC. - Continuing Services - Non-Renewal

1. On June 6, 2018, the City Commission approved to enter into a Continuing Services Agreement with ISG Strategic Partners, LLC. for an initial two (2) year period, commencing August 20, 2018 and expiring August 19, 2020.
2. The City of Pembroke Pines Engineering Department utilizes ISG Strategic Partners, LLC. to provide general road preservation, repair, and maintenance items.
3. Section 2.2 of the Original Agreement allows for a month to month continuation of services until the City establishes a new Agreement.

4. The Engineering Department does not wish to extend or renew the Agreement on a month to month basis at this time.

(F) Weekley Asphalt Paving, Inc.-Continuing Services - Non-Renewal

1. On June 6, 2018, the City Commission approved to enter into a Continuing Services Agreement with Weekley Asphalt Paving, Inc. for an initial two (2) year period, commencing August 1, 2018 and expiring July 31, 2020.

2. The City of Pembroke Pines Engineering Department utilizes Weekley Asphalt Paving, Inc. to provide general road preservation, repair, and maintenance items on an as needed basis.

3. Section 2.2 of the Original Agreement allows for a month to month continuation once the Agreement expires until the City establishes a new Agreement.

4. The Engineering Department does not wish to extend or renew the Agreement on a month to month basis at this time.

(G) PM AM Corporation - False Alarm Billing Collections - Non-Renewal

1. On September 3, 2014, the City entered into an Agreement with PM AM Corporation for an initial three (3) year period, expiring September 30, 2017.

2. The City of Pembroke Pines Police Department utilizes PM AM Corporation to provide false alarm billing collection services.

3. Section 3.2 of the Original Agreement allows for one (1) additional three (3) year renewal term upon mutual consent, evidenced by a written Amendment.

4. On October 19, 2017, the City entered into the First Amendment renewing the Agreement for the final three (3) year term, commencing on August 1, 2017 and terminating on July 31, 2020.

5. The agreement is in its final term and does not provide for renewals. The Police Department will start the procurement process for these services.

(H) Tetra Tech, Inc. - Disaster Debris Monitoring Services AD-18-04 - Non-Renewal

1. On September 5th, 2019, the City entered into a Disaster Debris Monitoring Services Agreement with Tetra Tech, Inc. for an initial one (1) year period, commencing on September 5th, 2019 and expiring on September 4th, 2020.

2. The City of Pembroke Pines Public Services Department utilizes Tetra Tech, Inc. to provide disaster debris monitoring and financial recovery services.

3. The agreement does not allow for renewal periods.

4. The City Administration is in the process of coordinating a workshop and re-bidding the services.

(I) Trane U.S. Inc. - Maintenance of Air Cooled Chillers - Academic Village - Renewal

1. The City of Pembroke Pines Academic Village Campus entered into an Extended Warranty Service Agreement with Trane U.S. Inc. for the maintenance of the Air Cooled Chillers for an initial three (3) year period commencing on December 1, 2000 and ending on November 30, 2003.

2. To date, the agreement has had twelve (12) one (1) year renewals, the last two (2) of which were renewed in combination with the City of Pembroke Pines "U" Building Agreement and the terms were extended to June 30, 2020.

3. The City of Pembroke Pines "U" Building located at Academic Village entered into an Extended Warranty Service Agreement with Trane U.S. Inc. for the maintenance of the Air Cooled Chillers for an initial three (3) year period commencing on August 1, 2003 and ending July 31, 2006.

4. To date, the agreement has had nine (9) one (1) year renewals, the last two (2) of which were renewed in combination with the City of Pembroke Pines Academic Village Campus Agreement and the terms were extended to June 30, 2020.

5. Due to the age of the equipment at the U Building, continued maintenance costs would not be cost effective.

6. The Public Services Department is now reducing the scope of work by removing coverage of the "U" Building for a new annual cost below the \$25,000 threshold, and renewing the Agreement for an additional one (1) year term, commencing on July 1, 2020 and ending on June 30, 2021.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$17,084

b) Amount budgeted for this item in Account No:

Budgeted at the Academic Village Charter School

Contract Building Maintenance Account 172-569-5053-34500-7900-350 \$17,084

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project

	FY2021	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$17,084.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$17,084.00	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable

(J) American Soccer Company-Soccer Uniforms - Non Renewal

1. On October 21, 2015, the City Commission approved to enter into an Agreement for Purchase with American Soccer Company, Inc. for an initial two (2) year period, commencing October 1, 2015 and expiring September 30, 2017
2. The City of Pembroke Pines Recreations and Cultural Arts Department utilized American Soccer Company, Inc. to provide soccer uniforms.
3. Section 2.2 of the Original Agreement allowed for three (3) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. The Agreement was renewed three times extending the term to September 30, 2020.
5. The agreement is in its final term and does not provide for renewals. The Recreation and Cultural Arts Department will start the procurement process for the purchase of the new uniforms.

(K) Bermello, Ajamil, & Partners, Inc. - Architectural & Engineering Services - Non-Renewal

1. On October 3, 2018, the City Commission approved to enter into a Continuing Service Agreement with Bermello, Ajamil, & Partners, Inc. for an initial period, commencing October 3, 2018 and expiring September 30, 2020.
2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Bermello, Ajamil, & Partners, Inc. to provide architectural and engineering services.
3. On December 19, 2018, the City Commission approved the First Amendment to the Agreement with Bermello, Ajamil, & Partners, Inc. to allow for an increase in the contract value from \$35,000 to \$53,000 to allow for the completion of services required for the Academic Village Pool renovation project.
4. Section 7.2.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. The Recreation and Cultural Arts Department will not be renewing this Agreement and has issued a new solicitation for a Continuing Services Agreement.

(L) Dynaserv Florida, LLC - Parks Seasonal Palm Service - Non-Renewal

1. On August 20, 2018, the City entered into a Contractual Services Agreement with Dynaserv Florida, LLC for an initial two (2) year period, commencing on August 20, 2018 and expiring on August 19, 2020.

2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Dynaserv Florida, LLC to perform seasonal Palm trimming services, throughout the Park system.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department will not be renewing the agreement and will issue a new request for proposals for these services.

(M) State Of Florida, Department Of State Division Of Cultural Affairs - Grant General Program Support 2020 - Not To Renew

1. On July 24, 2019, the City entered into a Grant General Program Support 2020 Agreement with the State of Florida, Department of State Division of Cultural Affairs for a one (1) year period, expiring on June 30, 2020.
2. On August 7th, 2019, the City Commission ratified the City Manager's approval of the agreement between the State of Florida Department of State Division of Cultural Affairs and the City for a general support grant award in the amount of \$45,180.
3. The Original Agreement does not allow for renewals. The Recreation and Cultural Arts Department has submitted a new grant application which is in process.

(N) Raftelis Financial Consultants, Inc.- Cost Analysis of the Existing Utility Function - Non-Renewal

1. On August 7, 2019, the City Commission approved to enter into a Professional Services Agreement with Raftelis Financial Consultants, Inc. for a one (1) year period, commencing August 14, 2019 and expiring August 13, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Raftelis Financial Consultants, Inc. to provide a cost analysis of the existing utilities division function sourcing contract.
3. The Original Agreement does not allow for additional renewal terms.
4. On November 13, 2019 a First Amendment to the Agreement to add Benchmarking services was presented to the City Commission and the item was deferred. The Utilities Department plans to present these services on a separate agreement at a later date.



City of Pembroke Pines

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
EASTER SEALS OF SOUTH FLORIDA, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated September 5, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

EASTER SEALS OF SOUTH FLORIDA, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **1475 NW 14 Avenue, Miami, FL 33125**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on September 22, 2009, the Parties entered into the Original Agreement ("Original Agreement") to provide Adult Health Day Care and Alzheimer's Care ("AHDC/AC") for residents at the City's Southwest Focal Point Senior Center for an initial **three (3) year period**, which naturally expired on **September 30, 2012**; and,

WHEREAS, the Original Agreement authorized an annual evaluation of the Agreement to determine continued effectiveness; and,

WHEREAS, on February 8, 2012, the Parties executed the First Amendment to the Original Agreement to provide additional services for additional clients; and,

WHEREAS, on October 1, 2012, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the facility fee and to adjust the rent payment for subsequent years using the Consumer Price Index, and to extend the term thereof for a **three (3) year period** which naturally expired on **September 30, 2015**; and,

WHEREAS, on October 1, 2015 the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a **five (5) year period** which naturally expired on **September 30, 2020**, and to allow for two (2) additional three (3) year renewal options ; and,

WHEREAS, on June 17, 2020, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and supplement the terms therein and to extend the term thereof for a **three (3) year period** which will naturally expire on **September 30, 2023**; and,



City of Pembroke Pines

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended, for a **three (3) year period** which shall commence on **October 1, 2023** and shall naturally expire on **September 30, 2026** and to supplement the terms contained therein as set forth in this Fifth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **three (3) year** renewal period which shall commence on **October 1, 2023** and shall naturally expire on **September 30, 2026**.

SECTION 3. Section 3.1.1 of the Original Agreement, as amended, is hereby repealed and replaced as set forth below:

3.1.1 CONTRACTOR shall pay the CITY the sum of **ONE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS AND 24/100 CENTS (\$158,424.24)** for fiscal year 2023-2024, which shall commence on **October 1, 2023** and shall terminate on **September 30, 2024** ("Annual Rent"). The monthly fee is **THIRTEEN THOUSAND TWO HUNDRED TWO DOLLARS AND 02/100 CENTS (\$13,202.02)**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the



City of Pembroke Pines

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor



City of Pembroke Pines

knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment and the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 10. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Heather Needelman

Print Name: Heather Needelman
OFFICE OF THE CITY ATTORNEY

BY: _____

Frank C. Ortis

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK



September 5, 2023

DocuSigned by:

BY: _____

Charles F. Dodge

August 28, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

EASTER SEALS OF SOUTH FLORIDA, INC.

Signed By: _____

BARRY R. VOGEL

Printed Name: _____

BARRY R VOGEL

Title: _____

CHIEF ADMINISTRATIVE OFFICER



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 23-0055

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 16th, 2023

Final Action: 08/16/2023

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online
Materials - Renewal

(B) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer
Care - Renewal

(C) Granite Tops Industries, LLC. - Counter Top Installation - Renewal

(D) Municipal Emergency Services, Inc. - Purchase of Police Uniforms -
Renewal

**ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and
Mainline Lining Program - Non-renewal

***Agenda Date:** 08/16/2023

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contract Database Report - August 16, 2023, 2. A. Nearpod Inc.-License for Access to
Nearpod (AB), 3. B. Easter Seals South Florida, Inc.-Adult Health Day Care and Alzheimer Car -
(AB), 4. C. Granite Tops-Counter Tops (AB), 5. D. Municipal Emergency Services, Inc. (Argo) -
Purchase of Police Uniforms (AB), 6. E. BLD Services - PSUT-20-08 Infiltration Removal Lateral
and Mainline Lining Program (AB)

Related Files:

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1 City Commission 08/16/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 4 Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and
Commissioner Castillo

Nay: - 0

Absent: - 1 Mayor Ortis

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online Materials - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which expired on August 16, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
4. On August 4, 2021, the City extended the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term which expired on October 6, 2022.
5. On August 23, 2022, the City extended the term of the Original Agreement, as amended, for an additional one (1) year term which will naturally expire on October 6, 2023.
6. The City's Charter Schools recommends the City Commission to approve the continuation of the Agreement for the renewal period commencing on October 7, 2023 and expiring on October 6, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

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a) Renewal Cost: \$41,621.11

b) Amount budgeted for this item in Account No: Funds for this expenditure is budgeted within the 2023-2024 Pembroke Pines Charter School Adopted Budget in the Noncapitalized Software Accounts below:

School Site	Account Coding	Amount
East Elementary	170-569-5051-552652-5101-369-0000-00550	\$ 2,011.65
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$ 990.75
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$ 6,165.77
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$ 3,036.87
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$ 2,011.65
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$ 990.75
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 9,202.64
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 3,002.64
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$ 8,203.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$ 3,003.00
FSU Elementary	173-569-5061-552652-5101-369-0000	\$ 2,011.65
FSU Elementary	173-569-5061-552652-5102-369-0000	\$ 990.74
	Total	\$ 41,621.11

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	Current School FY
Revenues	\$.00
Expenditures	\$41,621.11
Net Cost	\$41,621.11

e) Detail of additional staff requirements: Not applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(B) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

1. On September 22, 2009, the City entered into a Contractual Services Agreement with Easter Seals of South Florida, Inc. for an initial three (3) year period which naturally expired on September 30, 2012.

2. The City of Pembroke Pines Community Services Department utilizes Easter Seals of South Florida, Inc. for Adult Health Day Care and Alzheimer Care Services.

3. On February 8, 2012, the City executed the First Amendment to the Original Agreement to

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provide additional services to additional clients.

4. On October 1, 2012, the City executed the Second Amendment to the Original Agreement, as amended, to include for yearly rent due and owed to the City for use of the City's SW Focal Point Senior Center and to extend the term for a three (3) year term, which naturally expired on September 30, 2015.

5. On July 1, 2015, the City executed the Third Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$90,750.00 to \$115,889.64, to extend the term for an additional five (5) year term which naturally expired on September 30, 2020, and to provide for two (2) additional three (3) year renewal options.

6. On June 17, 2020, the City executed the Fourth Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$115,889.64 to \$127,869.00, and to extend the term for a three (3) year period which will naturally expire on September 30, 2023.

7. During the one (1) year renewal period which shall commence on October 1, 2023, tenant shall pay the City an annual rent amount of \$158,424.24 from \$127,869.00

8. The Community Services Department recommends that the City Commission approve this Fifth Amendment for a three (3) year renewal term which shall commence on October 1, 2023, and shall naturally expire on September 30, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Revenue: \$158,424.24

b) Amount budgeted for this item in Account No:

For the Adult Day Care services:

Revenue Account 199-000-8005-331690-0000-000-0000- OAA Title IIIB Funds and
199-000-8005-331691-0000-000-0000- Title IIIE \$288,158.00

Expenditure Account 199-569-8005-534990-0000-000-0000-00024 Other Svc Contractual
Serv-Other \$288,158.00

For the Lease Payments:

Monthly Facility Fee for the period of October 1, 2023 - September 30, 2024 is \$13,202.02 for the total amount of \$158,424.24 to be allocated to Revenue - Rental - Adult Day Care (Tax Exempt) 001-000-8001-362054-0000-000-0000-00000

c) Source of funding for difference, if not fully budgeted: "Not Applicable."

d) 3 year projection of the operational cost of the project "Not Applicable"

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues (Rent)	\$158,424.24	\$158,424.24	\$158,424.24
Revenues (Grant)	\$288,158.00	\$288,158.00	\$288,158.00
Expenditures	\$288,158.00	\$288,158.00	\$288,158.00
Net Revenue	\$158,424.24	\$158,424.24	\$158,424.24

e) Detail of additional staff requirements: "Not Applicable"

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FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? "Not Applicable."

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Granite Tops Industries, LLC. - Counter Top Installation - Renewal

1. On November 30, 2022, the City entered into an Agreement with Granite Tops Industries LLC for an initial one (1) year period, which will expire on November 29, 2023.
2. Granite Tops Industries LLC. supplies and installs quartz counter tops for the City's housing apartments on an as needed basis.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Community Services recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing on November 30, 2023 and expiring on November 29, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$166,028.00

b) Amount budgeted for this item in Account No: Funds are available in the following accounts:

Pines Point - 001-554-8002-546150-0000-000-0000 (R&M land & bldg)

Pines Place - 001-554-8002-546150-0000-000-0000-00603 (R&M land & bldg)

c) Source of funding for difference, if not fully budgeted: "Not Applicable"

d) 2-year projection of the operational cost of the project

	FY2024	FY2025
Revenues	\$.00	\$.00
Expenditures	\$138,356.67	\$27,671.33
Net Cost	\$138,356.67	\$27,671.33

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable."

b) **If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** [Enter the total cost or savings here and include length of time that was considered.]

(D) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal

1. On November 30, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31, 2017.

2. The City's Police Department utilizes Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.

3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended, extending the term thereof.

4. On November 1, 2017, the City executed the First Amendment to the Original Agreement to extend the term thereof for a two (2) year period, which expired on October 31, 2019.

5. On January 15, 2020, the City executed the Second Amendment to the Original Agreement, as amended, to reduce the compensation amount from \$112,000.00 to \$89,000.00, and to extend the term for an additional two (2) year term which expired on October 31, 2021.

6. On or about May 18, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.

7. On August 4, 2021, the City Commission ratified the approval of the Assignment, Assumption, and Consent Agreement dated July 22, 2021. In addition, the City executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a two (2) year period which will expire on October 31, 2023.

8. On August 4, 2021, the City Commission also approved a budget of \$105,000.00 for the renewal period.

9. On or about December 1, 2022 the City's Police Department changed their uniforms and as

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a result, the department had to increase their budget to \$230,000 for the period commenced on November 1, 2022 and is ending on October 31, 2023 to cover for the additional expenses.

10. The department anticipates a decrease in uniform purchases for the two (2) year period which shall commence on November 1, 2023 and shall end on October 31, 2025 and has budgeted \$185,000.00 annually.

11. The City's Police Department recommends that the City Commission approve this Fourth Amendment to increase the compensation amount of the agreement, as amended, to \$230,000.00 for the period commencing on November 1, 2022 and ending on October 31, 2023, to decrease the compensation amount to \$185,000.00 annually commencing on November 1, 2023 and every year thereafter and to extend the Term of the Agreement for an additional two (2) year period, which shall commence on November 1, 2023 and shall expire on October 31, 2025 as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Additional cost of \$125,000.00 in FY2023 and \$185,000.00 per year in FY2024 & FY2025.

b) Amount budgeted for this item in Account No: \$115,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform) in FY2023. \$175,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform) in FY2024.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 4-year projection of the operational cost of the project:

	Current FY	FY2023-2024	FY2024-2025	FY2025-2026
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures	\$125,000.00	\$185,000.00	\$169,583.00	\$15,417.00
Net Cost	\$125,000.00	\$185,000.00	\$169,583.00	\$15,417.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and Mainline

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Lining Program - Non-renewal

1. On November 4, 2020, the City entered into an Agreement with BLD Services, LLC. for the rehabilitation of the City's sanitary sewer lines and laterals using the cured-in-place ("CIPP") method, for an initial three (3) year period, which expires on September 30, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year periods upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Utilities Department will not renew the Agreement with BLD Services since the Vendor has notified the City that they cannot hold their pricing. The Utilities Department will begin a new procurement process to secure these services.