

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **October 2, 2007**

Consent **Regular**
 Ordinance **Public**
Hearing

Department

Submitted By: **Community Services**

Submitted For: **Division of Senior Services**

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Standard Agreement No. IP007-9500 with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period June 1, 2007 through March 31, 2008, in an amount of \$52,061, for the Emergency Home Energy Assistance (EHEAP) Program.

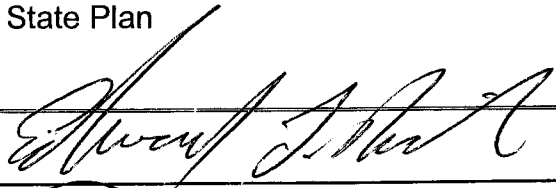
Summary: This Agreement will allow the Division of Senior Services (DOSS), as lead agency, to serve 99 eligible low-income households who meet 150% of the federal poverty guidelines, have at least one (1) person age 60 years or older and are experiencing a home energy emergency. Benefits include emergency assistance to prevent disconnection of utility services. EHEAP services are funded with \$52,061 in State funds provided through the AAA Agreement and additional County funds in the amount of \$48,564 are needed to cover staff salaries and administrative costs not covered by the grant. The retroactive Agreement spans two (2) County fiscal years. Required County funding was in the FY 2007 budget and is available in the FY 2008 Budget. In the area south of Hypoluxo Road, Ruth Rales Jewish Family Service currently provides EHEAP services under a similar agreement from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: EHEAP is a home energy assistance program funded by the U.S. Department of Health and Human Services by way of the AAA. The program operates in accordance with the guidelines of the Low Income Home Energy Assistance Program (LIHEAP) State Plan. The EHEAP program is administered by the DOSS staff, specifically to the elderly population. Eligible households may be provided with one (1) benefit per season up to \$400 per benefit, not-to-exceed two (2) benefits per agreement year.

Attachments:

1. EHEAP Standard Agreement No. IP007-9500
2. LIHEAP – State Plan

Recommended By:

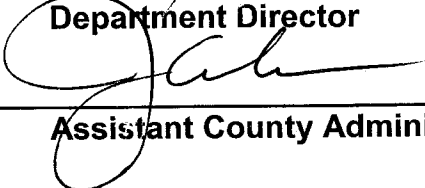


Department Director

9-14-2007

Date

Approved By:



Assistant County Administrator

9-27-07

Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	100,625	_____	_____	_____
External Revenue	_____	(52,061)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	48,564	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1006 Dept. 144 Unit. 1483 Obj. Var.
 Program Code Var.

No funding is required for FY 2007 due to AAA held funds until October 1, 2007. Required funding is ~~available~~ in the FY 2008 budget.

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding sources are the State of Florida and Palm Beach County.

<u>Funds</u>	<u>07-08</u>
State	\$52,061
Program Income	0
Match (10%)	0
Addnl. County Funds	48,564
Totals	\$100,625

Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:
Since the contract was not signed by 6/1/07, a certification for retroactive payment back to 6/1/07 is included in the contract.

[Signature] 9-24-07
 9/21/07 OFMB
 9/24/07
 9/20
 CN 9/18/07

B. Legal Sufficiency: *[Signature]* 9/27/07
 Assistant County Attorney

[Signature] 9/26/07
 Contract Administration
 9/27/07

This Contract complies with our contract review requirements.

The effective date of the contract is retroactive.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**STANDARD AGREEMENT
AREA AGENCY ON AGING**

CONTRACT PROVISIONS

THIS Agreement is entered into between the Area Agency on Aging/Palm Beach Treasure Coast Inc., hereinafter referred to as the "Agency", and Palm Beach County Board of County Commissioners, hereinafter referred to as the "provider".

I. Provider Agrees:

A. Final Request for Adjustments and Payment:

1. The final request for payment invoice must be submitted by April 30, 2008.

II. Agency Agrees:

A. Agreement Amount:

To pay for services in accordance with the **PROGRAM PROVISIONS** of this agreement in an amount not to exceed **\$52,061.00**, subject to the availability of funds.

B. Obligation to Pay:

The Agency's and State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.

C. Source of Funds:

The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this agreement. The funds awarded to the provider pursuant to this agreement are in the state grants and aids appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA #	Fund
Emergency Home Energy Assistance	2007	U.S. Dept. Of Health and Human Services	93.568	\$52,061.00
TOTAL FUNDS CONTAINED IN THIS AGREEMENT:				\$52,061.00

III. Provider and Agency Mutually Agree:

A. Effective Date:

1. This agreement shall begin on June 1, 2007.
2. This agreement shall end on March 31, 2008.
3. In the event that a subsequent agreement may not be executed prior to the April 1st start date, the Agency may, at its discretion, extend this agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding contract amount unless otherwise stated in writing.

B. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the program manager for the Agency for this agreement is:

Kim McGow
Area Agency on Aging, Palm Beach/Treasure Coast, Inc.
1764 North Congress Avenue, Suite 201
West Palm Beach, FL 33409

(561) 684-5885

- 2. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this agreement is:

Faith Martin, Director
 Division of Senior Services
 810 Datura Street, Suite 300
 West Palm Beach, FL 33401
 (561) 355-4746

- 3. In the event different representatives are designated by either party after execution of this agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this agreement.
- 4. The name (Provider name as shown on page 1 of this agreement) and mailing address of the official payee to whom the payment shall be made:

Palm Beach County Board of County Commissioners
 Division of Senior Services
 810 Datura Street, Suite 300
 West Palm Beach, FL 33401

PROGRAM PROVISIONS: EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY

I. STATEMENT OF PURPOSE

Emergency Home Energy Assistance for the Elderly Program assists low-income households with at least one person 60 years or older if the household is experiencing a home energy emergency.

II. SCOPE OF WORK

A. Services:

Eligible households may be provided with one benefit per season up to four hundred dollars (\$400) per benefit. An applicant is eligible for one summer crisis benefit during the period from April 1 to September 30 and one winter crisis benefit between October 1 to March 31 each year. An applicant's eligibility for crisis benefits is not related to the agency's contract periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits. When benefits are distributed for a weather-related/supply shortage emergency, the Provider agrees to comply with directives provided by the Agency as to the allowable expenditures of these funds.

The Provider shall utilize the funds provided under this agreement to:

- 1. Administer the Emergency Home Energy Assistance Program (EHEAP) in accordance with the terms and conditions as described in the LIHEAP state plan. The Provider agrees to perform the services of this agreement in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Emergency Home Energy Assistance Program. The Provider agrees to perform administration and outreach activities in accordance with Attachment I, Exhibit 1. Outreach activities must be carried out regardless of whether funds are utilized in this category.
- 2. Provide assurances that the Provider will coordinate services with the Department of Community Affairs LIHEAP contractors in its service area to prevent the duplication of benefits to consumers. Check Low-Income Home Energy Assistance Program (LIHEAP) records and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- 3. Develop a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the service area. The MOU shall detail cooperative efforts and shall describe the actions that will be taken by both parties to assure the coordination, partnership and referrals

between the parties. The Provider, in coordination with the local WAP agency, shall develop a system by which EHEAP applicants who have received more than three EHEAP and LIHEAP benefits in the last 18 months and who are homeowners are referred to a WAP provider. MOUs with the local WAP agencies are to be updated if one of the parties entering into the agreement changes and should be applicable to the Provider's current EHEAP program requirements and guidelines.

4. Provide assistance to consumers in completing Agency provided applications for assistance and determining eligibility. Make visits to homebound consumers for completion of the program application or eligibility determination when other assistance such as by telephone is not adequate.
5. Develop agreements with home energy vendors that benefit consumers. The Provider will maintain copies of all vendor agreements with each subcontractor's agreement.
6. Make vendor payments directly to fuel providers on behalf of eligible consumers, or only in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check.
7. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the Agency.
8. Take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit when the consumer is not in a life-threatening situation.
9. Take actions that will resolve an emergency within 18 hours of the application approval for a crisis benefit when the consumer is in a life-threatening situation.
10. Be responsible for notifying each participating household of the amount of assistance paid on its behalf to home energy suppliers or the reason for no assistance being paid.
11. Establish Memoranda of Understanding (MOU) with service area LIHEAP contractors. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Provider will maintain copies of all MOUs with each subcontract's agreement.
12. Furnish in writing to all consumers, within 15 working days of receiving the consumer's application, a Notice of Approval that includes the type and amount of assistance to be paid on their behalf or a Notice of Denial, which includes appeal information.
13. Develop written consumer appeal procedures. Any consumer denied EHEAP services must be provided a written notice of the denial, which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the consumer may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Provider. Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all consumers.
14. Make payments on behalf of those consumers with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of such households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.
15. Assist the consumer to secure help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.
16. Refund to the Agency, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.
17. Provide information to local media and agencies in contact with low-income individuals announcing the beginning of the crisis program with information stating how, where, and when to apply, as well as the benefits available and eligibility criteria.
18. Treat homeowners and those who rent equitably under this agreement.
19. Ensure that no person shall be excluded from participation in any activity of the program on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.

20. Begin taking applications when there is a signed agreement and adequate funding, and continue taking applications until the agreement expires or funds are exhausted. The Provider will not accept applications when funds are exhausted for a particular time period.
21. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to allow for energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and if consumers are subsequently denied.
22. Develop adequate procedures to address the use of EHEAP funds for clients who are on oxygen support or a "Lifeline Program" and must have power.
23. Develop a written procedure regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an applicant is eligible and what constitutes an emergency related to lack of heating or cooling.
24. Ensure no consumer fees are charged, nor donations accepted, from a consumer in order to receive EHEAP benefits.

B. Eligibility:

Consumer eligibility is based on the following eight factors:

1. The consumer must be or have been residing in the EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred in order to receive assistance.
2. The consumer must complete an application and return all required information and verification to the Provider while funds remain available.
3. The consumer must provide a fuel bill for home energy or provide other documentation proving an obligation to pay for home energy costs.
4. The consumer must have a total household income of not more than 150% of the OMB federal poverty level for the size of the household.
5. The consumer must have a verifiable home energy crisis.
6. The consumer must not live in government subsidized housing projects where home heating and cooling are totally included in the rent with no obligation to pay any portion of the home heating and cooling costs.
7. The consumer must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
8. The consumer must not be a student living in a dormitory.

In addition, consumers receiving Food Stamps or who have applied and are currently eligible for Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for EHEAP; however, the benefit level remains the same as that of other qualified applicants.

C. Subcontracts:

The Provider shall be responsible for entering into written agreements with home energy suppliers that include all of the following requirements:

1. No household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
2. Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
3. Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the consumer.

4. Vendors shall be aware that, when the benefit amount to the consumer does not pay for the complete charges owed by a consumer, the consumer is responsible for the remaining amount owed.
5. The Provider and home energy supplier are bound by all applicable state and federal laws and regulations.
6. The Provider and home energy supplier shall hold the Agency harmless against all claims of whatever nature arising out of the Provider's performance of work under this agreement, to the extent allowed and required by law.

Manner of Service Provision:

The Provider may elect to directly administer the program or subcontract to subcontractors in the area to provide the service. The Provider will be responsible for all services provided either directly or through subcontractual arrangements.

III. METHOD OF PAYMENT

- A. This is an advance/cost reimbursement agreement. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106P and 105P. 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 forms. For copies of these forms, please contact the Agency's fiscal grants manager.
- B. The Provider may request a monthly advance for administration, outreach and 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 Agency, and maintained in the contract manager's file. If approved, the advance payment shall be made to the Provider after April 1, 2007, and no later than May 1, 2007, by the Agency, subsequent to receipt of an invoice and the justifying documentation.

All payment requests 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 and invoices is ATTACHMENT I to this agreement. All payments are subject to the availability of funds.

Any approved advance payment amount shall be recovered during the last two months of the contract period, beginning with the invoice submitted for the month of February 2008 through the invoice submitted for March 2008. The amount of the advance payment recovery shall be one-half 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.

- C. Advance funds may be temporarily invested by the Provider in an insured interest bearing account. All interest earned on agreement fund advances must be returned to the Agency within thirty (30) days of the end of the first quarter of the agreement period.
- D. Any payment due by the Agency under the terms of this agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section XVIII. of the **STANDARD PROVISIONS** of this agreement.
- E. The Provider agrees to implement the distribution of funds as detailed in the Budget Summary, ATTACHMENT II to this agreement. An amendment is required to change the total amount of the agreement. With written notice to and approval from the Agency's contract manager, funds may be moved from the Administration or Outreach category to the EHEAP Crisis Benefits category. With written notice to and approval from the Agency's contract manager, funds may also be moved from the weather-related/supply shortage category to the crisis category.

IV. Special Provisions

A. State Laws and Regulations

The Provider agrees to comply with the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended, Administrative Rule Chapter 9B-65, Florida Administrative Code; and the terms and conditions as described in the Low Income Home Energy Assistance Program (LIHEAP) state plan.

B. Bonding

1. **Non-Profit Organizations:** The Provider agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Provider holding a position of trust and authorized to handle funds received or disbursed under this agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee or agent up to an amount equal to at least one-half of the total EHEAP agreement amount. The Provider will maintain copies of all subcontracts' documentation of bonding.
2. **Local Governments:** The Provider agrees to purchase a fidelity bond in accordance with Section 113.07, Florida Statutes. The fidelity bond must cover all officers, employees and agents of the Provider holding a position of trust and authorized to handle funds received or disbursed under this agreement. The Provider will maintain copies of all subcontracts' documentation of bonding.

C. Reports

1. The Provider agrees to submit to the EHEAP Liaison/program manager the service report entitled, "Emergency Home Energy Assistance for the Elderly Statistical Report," ATTACHMENT IV, DOEA Form 116, based on the following schedule:

<u>REPORT PERIOD</u>	<u>DUE DATE</u>
04-01-07 through 06-30-07 (COOLING SEASON)	July 15, 2007
07-01-07 through 09-30-07 (COOLING SEASON)	October 15, 2007
10-01-07 through 12-31-07 (HEATING SEASON)	January 15, 2008
01-01-08 through 03-31-08 (HEATING SEASON)	April 15, 2008

2. The Provider will be responsible for establishing due dates for their subcontractors that will allow the Provider to meet the reporting date schedules identified in C.1. above.
3. The Provider will be responsible for submitting consolidated reports identifying all households served for the reporting periods by county served.
4. The Provider agrees to provide to the Agency other service reports on the effectiveness of the program and include statistics and information that the Agency may require. The report period shall begin with the effective date of this agreement in a format and according to a schedule provided by the Agency for each report.

D. Application

1. The Provider will maintain a separate record for each EHEAP consumer that includes the following:
 - a. Application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, completed by the Provider with the consumer. The Provider is responsible for using the most recent application issued by the Agency through the Notice of Instruction process;
 - b. Income documentation to support eligibility;
 - c. Statement of self declaration of income, if applicable;
 - d. Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
 - e. Copies of approval or denial letters provided to the applicant; and
 - f. Documentation of referrals to LIHEAP, CSBG and WAP.

2. If the Provider approves the application, then one elderly member of the household is registered in the department's Client Information and Registration Tracking System (CIRTS) using this form and in accordance with CIRTS Policy Guidelines.

E. Monitoring

1. The Provider shall monitor its performance under this contract, as well as that of its subcontractors, sub-recipients and consultants who are paid from funds provided under this contract, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Such review shall be made for each function or activity set forth in Section II to this Contract, and reported in the quarterly report.
2. A sampling of completed applications will be reviewed in accordance with the Emergency Home Energy Assistance for the Elderly Case Review Sheet, DOEA Form 211, ATTACHMENT V.

F. Organizational Documentation

For non-profit organizations, the Current Certificate of Incorporation from the Office of the Secretary of State must be submitted with all subcontracts.

STANDARD PROVISIONS

These provisions, incorporated herein, are the successor to Master Agreement Number M004-1 entitled Area Agency on Aging, Master Agreement.

I. Scope of Services:

The provider agrees to provide the services specified in the **PROGRAM PROVISIONS** of this agreement.

II. Independent Provider:

The provider will be acting in its independent capacity and not as an employee, agent or representative of the Agency. The provider shall not be deemed or construed to be an employee, agent or representative of the Agency for any purpose whatsoever. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Under this agreement, the provider shall be responsible for its work and shall be accountable to the Agency for work performed by subcontractors.

III. Payment Requirements:

The provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with the particular requirements under the following laws and guidelines that are applicable to this agreement: (a) paragraph (16) (b) of section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services (<http://www.fldfs.com/aadir/reference%5Fguide/>). The provider certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables agreements, including paid subcontractor invoices, and will be produced upon request by the Agency. The provider further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Section IV. (State and Federal Laws and Regulations) of these provisions, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's supporting budget schedule as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

Provider and subcontractor shall provide units of deliverables, including reports, findings, and drafts as

specified in this agreement and the service provider application developed by the provider.

IV. State and Federal Laws and Regulations:

The provider shall:

Comply with the cost principles, administrative requirements, and other provisions of all applicable state and federal laws and regulations including, but not limited to: the Older Americans Act of 1965, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), whichever is applicable to the provider's organization.

Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act [42 United States Code (U.S.C.) 7401 et seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The provider shall report any violations of the above to the Agency.

Provider will annually complete a Certification Regarding Lobbying form and a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Agreements/Subagreements form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it, as well as the abovementioned Certification forms, may be obtained from the Agency's program manager. All disclosure forms as required by a Certification Regarding Lobbying form must be completed and returned to the Agency with the signed agreement.

Comply with section 112.061, F. S., and any policies of the Agency regarding any and all business travel pursuant to agreements covered by this agreement (including use of the State approved Reimbursement of Travel Expenses form, or an equivalent form developed by the provider), and comply with the provisions of Chapter 119, F.S., allowing public access to all public records made or received by the provider in conjunction with this agreement. In addition, section 20.41(9), F.S., requires that all providers of the Agency are subject to Chapter 119, F.S., relating to public records, and, when considering any agreements requiring the expenditure of funds, are subject to section 286.011-286.012, F.S., relating to public meetings.

Abuse Neglect and Exploitation Reporting: In compliance with Chapter 415, F.S., an employee of the provider or subcontractors who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96ABUSE).

Transportation Disadvantaged: If clients are to be transported under this agreement, comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F. A. C.

Use of Funds For Lobbying Prohibited: Comply with the provisions of section 216.347, F.S., Title 48 CFR, Part 31.205, or Title 45 CFR, Part 93, whichever is applicable, that prohibit the expenditures of funds for the purpose of lobbying the Legislature, a judicial branch or a state agency.

Safeguarding Information: Except as provided for Agency auditing and monitoring purposes, not to use or disclose any information concerning a client who receives services under this agreement for any purpose not in conformity with state and federal regulations, except upon written consent of the client, or the client's authorized representative.

HIPAA Compliance: If the provider will receive client's protected health information as a result of this agreement, then the Agency recognizes that Agency and the provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

Grievance and Appeal Procedures: Ensure through agreement provisions that subcontracts and vendors follow the Minimum Guidelines for Provider Grievance Procedures, ATTACHMENT V, for handling complaints from clients who complain service has been suspended, terminated or reduced. Providers and subcontractors will also establish their own complaint procedures for clients who are dissatisfied with or denied services that include, at minimum, notice of the right to complain and to have their complaint reviewed.

It is expressly understood that a finding that the provider materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this agreement.

V. Civil Rights Certification:

1. The provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, awards, agreements (except agreements of insurance or guaranty), property, discounts, or other federal financial assistance and also assures compliance with all federal, state and local regulations, statutes and ordinances relating to nondiscrimination in programs or activities receiving or benefiting from state, federal, or local financial assistance, whichever apply. These include, but are not limited to: (a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at Title 41 CFR Part 60; (b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin; (c) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1686 et seq., which prohibits discrimination on the basis of sex in education programs; (d) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps; (e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and with any and all other applicable regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes.
2. The provider agrees to complete the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers and if fifteen (15) or more persons are employed. For providers employing less than 15 persons, the Agency requests completion of the Civil Rights Compliance Questionnaire.
3. The provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include providing clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

These assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the provider, its successors, transferees, and assignees for the period during which such assistance is provided. The provider 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 or activities have represented to the provider that they 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 provider understands that the Agency 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.

VI. Withholdings and Other Benefits:

The provider is responsible for its employees Social Security and Income Tax withholdings.

VII. Indemnification:

If the provider is a state or local governmental entity, pursuant to section 768.28(18), F.S., the provisions of this section do not apply.

1. Provider agrees to indemnify, defend, and hold harmless the Agency and all of the Agency's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or subcontractors in connection with the performance of this agreement, whether direct or indirect, and whether to any person or property to which the Agency or said parties may be subject, except that the provider will not indemnify the Agency or its officers, agents or employees for that portion of any loss or damages proximately caused by the negligent or intentional act or omission of the Agency or any of its officers, agents, or employees.
2. Provider's obligation to indemnify and defend shall be triggered on the seventh (7th) day following the Agency's notice of claim for indemnification to provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse provider's duty to defend and indemnify the Agency, within seven (7) calendar days following notice by the Agency. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision by provider. The provider's obligations under this paragraph are contingent upon the Agency giving the provider: (1) prompt written notice of any action or threatened action for which the Agency is seeking indemnification; (2) the opportunity to take over and settle or defend any such action at the provider's sole expense, and (3) assistance in defending the action at the provider's sole expense. The provider shall not be liable for any cost, expense or compromise incurred or made by the Agency in any legal action without the provider's prior written consent, which shall not be unreasonably withheld.
3. It is the intent and understanding of the parties that the provider, or any of its subcontractors, are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the parties that the Agency does not control the employment practices of the provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the provider or its subcontractors.

VIII. Insurance and Bonding:

1. The provider agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of this agreement. The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this agreement. Upon execution of this agreement, the provider shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the state of Florida may provide such coverage. The Agency reserves the right to require additional insurance where appropriate.
2. The provider agrees to furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider authorized to handle funds received or disbursed under this agreement in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

IX. Purchasing:

The provider agrees to develop procurement procedures which are in accord with applicable state and/or federal requirements, which encourage fair and open competition and which promote a diversity of providers and subcontractors for all services purchased pursuant to this agreement.

1. **PRIDE**

Any service or item manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) in a correctional work program may be furnished or sold to the provider and to any subcontractor, or to any person, firm, or business entity if not prohibited by federal law.

2. **Procurement of Products or Materials with Recycled Content**

Reusable materials and products shall be used where economically and technically feasible.

3. **Equity in Contracting**

The Agency is committed to embracing diversity in the provision of services to Florida's elders and in providing fair and equal opportunities for all qualified minority businesses in Florida. The provider shall report information to the Agency on utilization of certified minority and non-certified minority subcontractors and/or vendors receiving funds pursuant to this agreement. This report shall be submitted to the Agency by the 25th of the month following the end of each quarter.

The provider is encouraged to identify in the service provider application any geographic location(s) that has been designated as a Front Porch Community by the Governor and to direct services to that Front Porch Community as appropriate.

X. Sponsorship:

1. If the provider sponsors a program financed partially by state funds or funds obtained from any agreement with the Agency, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Palm Beach County Board of County Commissioners, Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization in accordance with section 286.25, F.S., and if the DOEA's or Agency's logo is incorporated, shall ensure that the current logo is used. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
2. The provider shall not use the words "The State of Florida, Department of Elder Affairs and/or the Area Agency on Aging" to indicate sponsorship of a program otherwise financed unless the provider prior to use has obtained specific authorization from the Agency.

XI. Public Entity Crime:

Denial or revocation of the right to transact business with public entities:

In compliance with the legislature's intent to restrict the ability of persons convicted of public entity crimes to transact business with the Agency, the provider agrees that compliance with sections 287.017 and 287.133, F.S., is a condition of receipt or benefit from state or federal funds and it is binding upon the provider, its successors and transferees during the period of this agreement. The provider further assures that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Agency immediately. Non-compliance with this statute shall constitute a breach of this agreement.

XII. Employment:

If the provider is a non-governmental organization, it is expressly understood and agreed the provider will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to the Immigration Nationality Act (INA), Sec. 274A

[8 U.S.C. s.1324a]. Violation of the employment provisions as determined pursuant to section 274A shall be grounds for unilateral cancellation of this agreement.

XIII. Audits and Records:

The provider agrees:

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this agreement. The provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. Original documentation will be made available upon request for monitoring and auditing purposes.
2. To assure these records shall be subject at all reasonable times to inspection, review, audit, or copy at the expense of the provider by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
3. To maintain and file with the Agency such progress, fiscal and inventory and other reports as the Agency may require, pursuant to this agreement, within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of the agreements.
4. To submit management, program, and client identifiable data, as specified by the Agency, pursuant to this agreement. To assure, through agreement provisions in subcontracts with subcontractors, program specific data is recorded and submitted in accordance with DOEA Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
5. The provider agrees to provide client information and statistical data when requested by the Agency.
6. To provide to the Agency all fiscal information regarding services contracted to subcontractors pursuant to this agreement using an application provided by the Agency.

XIV. Retention of Records:

1. The provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of at least five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained at least until resolution of the audit findings. These records may be subject to additional retention requirements set by law.
2. Persons duly authorized by the Agency and federal auditors, pursuant to Title 45 CFR, Part 92.42(e), (1), and (2), shall have full access to and the right to examine or duplicate any of said records and documents during said retention period or as long as records are retained, whichever is later.

XV. Monitoring and Incident Reporting:

1. The provider will be subject to an annual monitoring by the Agency. The provider will provide progress reports, including data reporting requirements as specified by the Agency to be used for monitoring progress or performance of the contractual services as specified in the service provider application.
2. The provider will be responsible for implementing all corrective actions from previous and current monitoring reports in a timely manner. The provider must assign a high priority to the resolution of monitoring findings and recommendations to ensure corrective action(s) addressing

programmatic, fiscal and/or operational deficiencies are fully and timely implemented.

3. The provider will be responsible for at least one monitoring per year of its subcontractors. The provider will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
4. The provider shall permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the provider and subcontractors which are relevant to this agreement and to interview any clients and employees of the provider and subcontractors to be assured of satisfactory performance of the terms and conditions of this agreement. The provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in Section XXIV (Termination) of these provisions or the Agency deeming the provider's failure to be a breach of this agreement.
5. **Extraordinary Reporting:**
The provider shall notify the Agency's program manager immediately, but no later than within 24 hours, from the provider's awareness or discovery of problems, delays or adverse conditions that may materially affect or impair the provider's or subcontractor's ability to perform or meet agreement requirements or affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
 - a. proposed client terminations;
 - b. service quality or service delivery problems;
 - c. agreement non-compliance; and/or
 - d. provider or subcontractor financial concerns and/or difficulties

The provider must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the Agency's program manager within 48 hours.

In the event that a situation results in the cessation of services by a subcontractor or vendor, the provider retains the responsibility for performance under agreements and/or this agreement and must follow their own procedures to ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

All written reports required by this section shall be sent to the Agency's program manager via registered mail unless otherwise advised.

XVI. Assignments and Subcontracts and/or Subagreements:

In the event the provider utilizes subcontractors to provided services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement incorporating it by reference. This agreement does not provide any rights to said subcontractor.

For every transaction, the provider must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section .210, and in section 215.97, F. S., and this determination must be documented in writing. When a vendor relationship is identified, an agreement with all of the terms and conditions set forth in this agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the provider chooses to pass down program compliance to the vendor in the written agreement. The

provider is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement.

Unless otherwise stated in the contract between the provider and the subcontractor, payments made by the provider to the subcontractor must be made within seven (7) working days after receipt by the provider of full or partial payments from the Agency in accordance with section 287.0585, F.S. Payments to vendors contracted by the provider/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these time frames may result in the Agency taking action as set forth in Section XXIV (Termination) of these provisions.

XVII. Funding Obligations:

The Agency acknowledges its obligation to pay the provider for the performance of the provider's duties and responsibilities set forth in this agreement.

The Agency shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are in accordance with the terms of this agreement, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.

The Agency shall not be liable to the provider for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

The Agency shall not be liable to the provider for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of this agreement.

XVIII. Return of Funds:

1. The provider agrees to return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement.
 - a. The provider shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the provider, or notification by the Agency, of the overpayment.
 - b. In the event the provider or its independent auditor discovers an overpayment has been made, the provider shall repay said overpayment within forty (40) calendar days without prior notification from the Agency. In the event the Agency first discovers an overpayment has been made, the Agency will notify the provider by letter of such a finding.
 - c. Overpayments to subcontractors due to unallowable or un-allocable expenses or to vendors or subcontractors due to billing discrepancies must be returned to the provider under the same terms and conditions as this section. Information indicating subcontractors have been overpaid as a result of over-budgeting on the unit cost methodology can be used by the provider to negotiate lower rates in subsequent years. Continuous overpayment to subcontractors due to over budgeting may result in a demand for repayment to the provider or the Agency under the same terms and conditions of this section. Repayment received by the provider must be reported to the Agency and may be either re-allocated to other subcontractors or returned to the Agency, at the Agency's discretion.
 - d. Overpayments not returned to the Agency in a timely manner will be subject to interest at the rate established in section 55.03, F.S.

XIX. Data Integrity

Federal Grants Management requires that a provider receiving state and federal funds must have a financial management system, which is capable of providing accurate information for prescribed

reporting requirements. For the purposes of full disclosure of financial results for federally funded or state-sponsored programs and for accountability, those reporting requirements may necessitate that the provider make particular calculations and submit specific data.

Accordingly, the provider must, prior to execution of this agreement, have completed a Data Integrity Certification form, copies of which are available from the Agency's program manager.

XX. Conflict of Interest:

The provider 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 provider or subcontractor shall participate in selection, or in the award or administration of a contract 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 provider's or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subagreements and/or subcontracts. The provider's board members and management must disclose to the Agency 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 agreement. The provider's employees and subcontractors must make the same disclosures described above to the provider's board of directors. Compliance with this provision will be monitored.

XXI. Contingency Plan:

In its service provider application, the provider shall provide to the Agency a contingency plan, updated annually. The contingency plan shall set forth procedures to ensure services to clients will not be interrupted or suspended in the event the provider or its subcontractors are unable to perform its duties under this agreement. The determination as to whether the provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

XXII. Payment:

Pursuant to section 215.422, F.S., the Agency shall make payment within 40 days, measured from the latter of the date the Request for Payment is received or the goods or services are received, inspected and approved. Requests for Payment returned to a vendor or a provider due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed Request for Payment is provided to the Agency.

XXIII. Vendor Ombudsman:

Providers who may be experiencing problems in obtaining timely payment(s) from the Agency may contact the Vendor Ombudsman within the Department of Banking and Finance. Subcontractors and vendors experiencing problems obtaining timely payment(s) from providers may contact the Agency's program manager at (561) 684-5885.

XXIV. Termination:

1. Termination for Convenience

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this agreement unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the provider terminates an agreement at will, the provider agrees to submit, at the time it serves notice of the intent to terminate, a plan that identifies procedures to ensure services for clients pursuant to this agreement or any subagreement will not be interrupted or suspended by the termination. In the event that an agreement between a provider and a subcontractor is terminated,

the provider shall require the subcontractor to submit to the provider and the Agency a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the Agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived by the Agency in writing, or the provider fails to cure the breach within the time specified by the Agency, the Agency may, by written notice to the provider, terminate this agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in section 60A-1.006(3), F. A. C. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other agreements covered under this agreement. The provisions herein do not limit either party's right to remedies at law or to damages of a legal or equitable nature.

Alternatively, at its discretion, the Agency may, for reasonable cause, suspend the payment of funds pending corrective action by the Provider or pending a decision by the Agency to terminate the agreement. The Agency may, for reasonable cause, prohibit the Provider from incurring additional obligation of any funds received from the Agency, pending corrective action by the Provider or a decision to terminate the agreement. Said suspension of payment of funds or obligation thereof may apply to all or part of the Provider's operations funded by the Agency.

The Agency's failure to terminate or suspend a Provider for past breaches of the agreement shall not be construed as a waiver of its right to demand strict compliance with the terms of the agreement or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the Agreement.

XXV. Renegotiation or Modification:

1. Modifications of provisions of this agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement if revisions of any applicable laws or regulations make changes necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively for this agreement only when these have been established through the appropriations process, or identified in the federal program.

XXVI. Special Provisions:

The Provider agrees to the following provisions:

A. Property & Equipment

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 (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 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 or more [for state funds].
2. Providers and subcontractors who are Institutions of Higher Education, Hospitals, and Other

Non-Profit Organizations shall have written property management standards in compliance with Part 215 (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 Agency upon request.

3. The provider's property management standards for equipment acquired with Federal funds and federally owned equipment shall include accurately maintained equipment records with the following information:
 - (i) A description of the equipment.
 - (ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - (iii) Source of the equipment, including the award number.
 - (iv) Whether title vests in the provider or the Federal Government.
 - (v) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
 - (vi) 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).
 - (vii) Location and condition of the equipment and the date the information was reported.
 - (viii) Unit acquisition cost.
 - (ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a provider compensates the Federal awarding agency for its share.
4. Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the service provider application approved by the Agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the provider, subject to the conditions of Part 215 (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 attachment to this agreement, or identified in the sub-agreements with sub-providers (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.
5. 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 agreement without the prior approval of the Agency. 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 section 216.348, F. S.
6. 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.
7. An amendment to the service provider application must be submitted by the provider and approved by the Agency's fiscal grants manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
8. Information Technology Resources
The provider must adhere to the Agency's procedures and standards when purchasing

Information Technology Resources (ITR) as part of this agreement. 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 Agency upon request. The provider has the responsibility to require any subcontractors to comply with the Agency's ITR procedures.

B. Copyright Clause

The provider may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this agreement. The Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and federal purposes, and to authorize others to do so. Other rights of the Agency and provider are described in Title 45 CFR, sec. 74.36, and section 286.021, F.S.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of this provider or any subcontractor and referred to a governmental or investigatory agency must be sent to the Agency. If the provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the provider shall notify the Agency and Inspector General at the DOEA immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the provider or subcontractor, must be sent to the DOEA's Inspector General with a summary of the investigation and allegations.

D. Disaster

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the DOEA may exercise authority over an area agency or providers to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and its providers.

In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the DOEA may exercise authority over an area agency or providers to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary of the DOEA or his/her designee shall have such authority to order the implementation of such measures. All actions directed by the DOEA and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area.

The provider must develop, and implement, as needed, a comprehensive emergency management plan that incorporates operational procedures for preparation, response and continuity of operations, including client services, in the aftermath of declared emergency event. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Director of Planning and Project Development at the Agency by May 1 of each year.

E. Volunteers

The provider will promote the use of volunteers as prescribed in section 306(a)(12), Older Americans Act and section 430.07, F.S.. In addition, the provider will increase the use of volunteers in the planning and service area by providing training, technical assistance and funding, where possible, to support volunteer efforts of their subcontractors.

F. Management Information Systems

Where collection of client data in electronic format (CIRTS, for example) is required:

1. The Agency shall employ a Local Area Network (LAN) Administrator who shall assure the provider's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the DOEA. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The provider shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the DOEA the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines".
2. The Agency will ensure the collection and maintenance of client and service information on a monthly basis from CIRTS or any such system designated by the DOEA. Maintenance includes valid exports and backups of all data and systems according to DOEA standards.
3. Providers must enter all required data per the DOEA CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into CIRTS before the subcontractors submit their request for payment and expenditure reports to the provider. The provider shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Agency.
4. The provider will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report and must be approved by the Agency prior to payment.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency delaying or withholding payment until the problem is corrected or enacting Section XXIV. (Termination) of these provisions.
6. **Computer System Backup and Recovery**
Each provider and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The provider 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 Agency upon request.

G. Consumer Outcomes

1. The provider will develop client outcome measures consistent with those developed by the Agency and the DOEA.
2. The provider will be responsible for achieving targets set by the legislature for performance based program budgeting and will incorporate into subagreements as necessary.
3. The provider will submit outcome reports to the Agency on a monthly basis. A written response must be submitted to any and all outcome measures that indicate the provider has not met the year-to-date target. Providers will submit the reports to their program manager no later than the tenth (10) of each month.

H. Management Objectives

The provider shall:

1. Ensure that the Board completes an annual performance evaluation of the executive director;
2. Ensure that documentation is kept of meetings, including board approval of policies and procedures, board approval of budgets, extraordinary reporting, and complete disclosure of the financial condition of the agency;
3. Ensure that adequate planning and preparation occurs in the development of the service provider application and subsequent amendments within Agency established time frames; and
4. Ensure that operations and service delivery reflect the communities it serves, including community input in service provider application and inclusion of community representation in provider's governing board.

I. Use of Service Dollars/Wait List Management:

The provider is expected to spend all federal state and other funds provided by the Agency, for the purpose specified in this agreement. For each program managed by the provider, the provider 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 year. If the Agency determines that the provider is not spending service dollars accordingly, the Agency may transfer funds to other providers during the year and/ or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

J. Surplus/Deficit Report:

The provider will submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's program manager by the 15th of each month. The report will include the following:

1. The provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Agency will be resolved;
2. Recommendations to transfer funds to resolve surplus/deficit spending;
3. Input from the provider's Board of Directors on resolution of spending issues, if applicable;
4. Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
5. Number of clients currently on the APCL designated as Imminent Risk.

K. Community Resource Update:

The provider agrees to verify and submit updated information within one month after execution of this agreement and twice yearly thereafter, during the months of February and August, to the community health and human services agency/program database managed by The Center for Information and Crisis Services (211). Compliance with this requirement will be monitored.

L. Partnership for Aging:

Palm Beach County providers will actively participate as members of the Palm Beach County Partnership for Aging, Inc.

IN WITNESS THEREOF, the parties hereto have caused this 29 page agreement to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

Area Agency on Aging of Palm Beach/
Treasure Coast, Inc.

SIGNED
BY: _____
Addie L. Greene, Chairperson

SIGNED
BY: _____

DATE: _____

NAME: _____

TITLE: _____

SHARON R. BOCK, Clerk and Comptroller

DATE: _____

BY: _____

DATE: _____

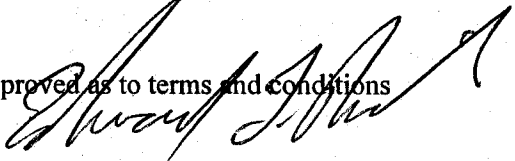
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Agency On This Date</u>
1	April Advance*	April 1
2	May Advance*	April 1
3	April Expenditure Report	May 10
4	May Expenditure Report	June 10
5	June Expenditure Report	July 10
6	July Expenditure Report	August 10
7	August Expenditure Report	September 10
8	September Expenditure Report	October 10
9	October Expenditure Report	November 10
10	November Expenditure Report	December 10
11	December Expenditure Report	January 10
12	January Expenditure Report	February 10
13	February Expenditure Report	March 10
14	March Expenditure Report	April 10
15	Final Request for Payment	April 30
16	Closeout Report	May 5

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Agency prior to April 1 or until the agreement with the Agency has been executed.

Note #2: Report numbers 13 and 14 shall reflect an adjustment of one half of the total advance amount, on each of the reports respectively, repaying advances for the first two months of the agreement.

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Agency, payment is to accompany the report.

Note #4: When reports will not be submitted for ANY reason, the grant manager must be informed in writing via email or hard copy letter.

ATTACHMENT II

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

BUDGET SUMMARY

Original X
Amendment

AGENCY: Palm Beach County Board of County Commissioners

1.	Administration*	<u>\$4,830.00</u>
2.	Outreach*	<u>\$7,509.00</u>
3.	EHEAP Benefits (Crisis)	<u>\$39,722.00</u>
4.	Total	<u>\$52,061.00</u>
5.	Projected minimum number of consumers to be served:	<u>99</u>

NOTE: Eligible households may be provided with one benefit per season up to four hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

*** Allowable administrative and outreach funds may be used for emergency energy assistance benefits.**

ATTACHMENT III, EXHIBIT A**DEFINITIONS - Administrative Expense, Grantee Outreach Expenses, Outreach Activities****ADMINISTRATIVE EXPENSE**

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other

Examples: Salaries for the Ex. Director, Accountant, Administrative Assistant, Space costs, i.e., rent, utilities, telephone, computers, office supplies, Mileage.

Agency staff is responsible for the overall administration of the program, including developing program policies, manuals, rules, forms and procedures, coordinating the program's operation, monitoring and providing training and technical assistance.

GRANTEE OUTREACH EXPENSES (Direct program staff costs)

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other.

Example: Social Workers, Intake Workers, Secretarial Staff, space costs, i.e., rent, utilities, telephone, computers, office supplies, mileage

These expenses are those costs necessary to provide direct client assistance.

Each agency is responsible for providing staff to operate LIHEAP/EHEAP in areas accessible to potential applicants. The agency is responsible for accomplishing the following according to federal and state laws, contractual agreement and program policy:

- (1) Providing in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size. The matrix and the LIHEAP worksheet, also allows for paying more to those with lower incomes and larger families.
- (2) Coordinating services for potential clients with the Weatherization Assistance Program and any other energy conservation program,
- (3) Having agreements with vendors which benefits clients,
- (4) Informing potential clients of times and places to apply through outreach activities,
- (5) Copying applications, brochures and forms in sufficient numbers to operate the program,
- (6) Receiving applications,
- (7) Tracking applications,
- (8) Establishing client records (files),
- (9) Accurately determining eligibility or ineligibility,
- (10) Securing verification of all household income, or obtaining self-declaration when verification is not possible,
- (11) Calculating income amounts,
- (12) Accurately completing worksheets and notices,
- (13) Sorting, reviewing for accuracy and filing of documents in client records,
- (14) Correcting errors, especially eligibility or payment errors,
- (15) Updating addresses when the household reports a change,
- (16) Filing client records in accurate alphabetical order by the applicant's last name then first name,
- (17) Helping clients by telephone and in person politely and professionally,
- (18) Making home visits, as required,
- (19) Sorting mail and handling clients' correspondence expeditiously,
- (20) Processing approval and denial notices,
- (21) Establishing a procedure to track payments and identify staff who are authorized to process payments.
- (22) Taking actions that resolve the emergency within forty-eight hours of application for applicants approved for a crisis benefit when no life-threatening situation exist,
- (23) Taking actions that resolve the emergency within eighteen hours of application for approved for a crisis benefit when a life-threatening situation exist,
- (24) Resolving payment problems,

(25) Having supervisors or edit staff read each case, show errors to staff, track corrections, and sign each worksheet when corrected,

OUTREACH ACTIVITIES

Agencies must inform potentially eligible households in their service area about program to ensure that households wishing to apply will have the opportunity.

- a. Agencies must inform all local agencies that are in regular contact with the low-income population, especially agencies and groups serving people who are elderly, disabled, home bound, migrants or seasonal farm workers.
- b. The agency staff must inform the local media within thirty days of the beginning of the program. Agency staff is also encouraged to participate in local television and public interest radio programs and to place announcements of the program in media community calendars.

A description of all interaction between the agency and the media concerning LIHEAP/EHEAP must be kept in the agency office. It should be forwarded to the Agency, if requested.

- c. If the agency is unable to assist a homebound applicant by phone, the agency must make a home visit to the prospective applicant to assist them in completing the application.
- d. Upon the request of an official of a local congregational center serving elderly or disabled people, agency staff will visit and provide information or make presentations on the program. A description of the interaction must be included in the agency's outreach report.
- e. The Agency has furnished information to each agency about the local weatherization program. The agency must furnish this information to all persons who request it, including organizations that provide outreach activities.
- f. Each agency determines the address and telephone number of each county extension office within the service area. The agency must furnish this information to all persons who request information about energy conservation and to all organizations that provide outreach activities.

ATTACHMENT IV

Emergency Home Energy Assistance for the Elderly Program - Statistical Report

PSA#: _____ Area Agency: _____ Agreement Year: _____ Agreement # _____

ASSISTED HOUSEHOLD REPORT <i>(Required Data)</i> *See note	April 1 - June 30 <i>(Cooling)</i>	July 1 - September 30 <i>(Cooling)</i>	October 1 - December 31 <i>(Heating)</i>	January 1 - March 31 <i>(Heating)</i>
---	--	--	--	---

ASSISTED HOUSEHOLD REPORT DIRECTIONS: Provide statistics on all households assisted through EHEAP. This report is due by the 15th day of the month following the end of the reporting period. Use Total Gross Annualized Income from page 2, #1 of the EHEAP application.

1. Number of Households Assisted:				
--	--	--	--	--

2. Households Assisted with Gross Incomes:

<i>A. Under 75% Poverty Level</i>				
<i>B. 75% - 100% Poverty Level</i>				
<i>C. 101% - 125% Poverty Level</i>				
<i>D. 126% - 150% Poverty Level</i>				
<i>E. Over 150% Poverty Level</i>				

3. Households with at Least One Member:

<i>A. 60 Years or Older</i>				
<i>B. Disabled</i>				
<i>C. Age 5 years or under</i>				

4. UNDUPLICATED HOUSEHOLDS ASSISTED:

During this reporting period, how many households received EHEAP assistance for the <u>first</u> time under this agreement. (Count each household only once during the agreement period).				
---	--	--	--	--

APPLICANT HOUSEHOLD REPORT <i>(Required Data)</i> *See note	April 1 - June 30 <i>(Cooling)</i>	July 1 - September 30 <i>(Cooling)</i>	October 1 - December 31 <i>(Heating)</i>	January 1 - March 31 <i>(Heating)</i>
--	--	--	--	---

APPLICANT HOUSEHOLD REPORT DIRECTIONS: Provide statistic on all households applying for EHEAP assistance, whether they did or did not receive assistance.

1. Number of Applicant Households:				
---	--	--	--	--

2. Applicant Households with Gross Income:

<i>A. Under 75% Poverty Level</i>				
<i>B. 75% - 100% Poverty Level</i>				
<i>C. 101% - 125% Poverty Level</i>				
<i>D. 126% - 150% Poverty Level</i>				
<i>E. Over 150% Poverty Level</i>				
<i>F. No Income Data Avail.</i>				

Signature: _____ Date: _____

***This report must include all program activities for the P007 agreement (FY 2007 funds). Do not include activities paid for with FY 2006 funds. DOEA Form 116 Revised 02/2007**

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY FILE REVIEW FORM

CASE NAME		PSA#	AGENCY		APPROVAL _____	DENIAL _____		
NAME OF WORKER		APPLICATION DATE	DISPOSITION DATE		DATE MONITORED			
PROGRAM REQUIREMENTS REVIEWED					Yes	No	N/A	COMMENTS
1. Individual case file for the applicant?								
2. Household contains a member 60 or older.								
3. The household is in the Florida county covered by the agreement.								
4. All household members and their income(s) are listed.								
5. The applicant file contains official income documents as listed in #1 of the EHEAP Application.								
6. If income is self-declared, is there a self-declaration form signed by the applicant for all adult members lacking income verification claiming \$0 income?								
7. Household size determined correctly and correct size is on the worksheet.								
8. Checked applicant is not in categories listed in #9 of the EHEAP Application.								
9. All required sections of the application are signed and dated.								
10. Earned income calculated correctly.								
11. Non-earned income calculated correctly.								
12. Total countable income is calculated correctly and is not rounded.								
13. Total income is at or below 150% of the OMB Federal Poverty Level for household size.								
14. Written explanation of household living management when annual household income is less than \$738.00								
15. Verified household has not received DCA LIHEAP Crisis Assistance.								
16. Copies of fuel bills or other supporting documentation of proof of energy crisis.								
17. Only energy related elements of a utility bill are paid unless required to resolve the crisis.								
18. Only the past due or delinquent portion of a utility bill is paid. If a different amount is required by the utility company, an explanation is provided on page 2, in the space below #7a.								
19. Energy crisis resolved in 48 hours (18 hours if life-threatening situation).								
20. Written notice of approval or denial for services is issued within 15 days of receiving requested information.								
21. Appropriate benefit(s) provided.								
22. Written explanation provided on page 2, #7d when the need exceeds the \$400.00 limit.								
23. Benefit at or below \$400.00.								
24. The application is signed and dated by supervisor/edit staff after it is reviewed or prior to payment for mistakes and appropriate file documentation.								

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

DOEA FORM 211 Revised 07/2006

Reviewer's Signature

Date

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Emergency Home Energy Assistance Program (EHEAP) funds for the 2007-08 program year. The purpose of these funds is to serve clients according to eligibility guidelines outlined by the Department of Elder Affairs.

Justification

The Palm Beach County Board of County Commissioners will be providing services to eligible clients beginning June 1, 2007; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to June 1, 2007. The provision of these services will aid the clients and/or caregivers in meeting their emergency energy needs.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting June 1, 2007.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Signature

Title
Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

Date

Attestation Statement

Agreement/Contract Number IP007-9500

Amendment Number N/A

I, Addie L. Greene, Chairperson, attest that no changes or revisions have been
(Provider Representative)

made to the content of the above referenced agreement/contract or amendment between the
Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and Palm Beach County Board of
County Commissioners. The only exception to this statement would be for changes in page
formatting, due to the differences in electronic data processing media, which has no affect on the
agreement/contract content.

Signature of Provider Representative

Date

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

FFY 2005 FLORIDA ABBREVIATED STATE PLAN

TABLE OF CONTENTS

A. General Information

I.	Delegation of Authority	1
II.	Carryover and Re-allotment Report	2
III.	Executive Summary	3

B. Assurances 1-16 4 - 8

C. Modified LIHEAP FFY 2004 Application 9 -11

D. Certifications

I.	Certification Regarding Lobbying	12
II.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions	13 -14
III.	Certification Regarding Drug-Free Workplace Requirements	15 -17

E. LIHEAP Supporting Documentation

- Attachment A - Matrix of Home Energy Benefits and Poverty Levels
- Attachment B - Notice of Public Hearing
- Attachment C - LIHEAP Estimated Household Report for FFY 2004

A. GENERAL INFORMATION

I. Governor's Delegation of Authority

A. GENERAL INFORMATION

II. Carryover and Re-allotment Report

A. GENERAL INFORMATION

III. Executive Summary

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

EXECUTIVE SUMMARY

- PROGRAM DESCRIPTION:** The Low-Income Home Energy Assistance Program (LIHEAP) provides grants to local governments and nonprofit agencies to assist eligible low-income households in meeting the costs of home heating and cooling. The majority of the funds are used for annual one-time utility payment assistance and two seasonal crisis assistance. Weather-related and supply shortage emergency assistance is provided when federal emergency contingency funds are provided.
- MATCH REQUIREMENTS:** No match is required, but leveraging is encouraged.
- OTHER REQUIREMENTS:** Client household's income must not exceed 150 percent of the Office of Management and Budget's poverty income guidelines.
- ELIGIBLE APPLICANTS:** Community-based organizations, include weatherization agencies, local governments, Indian tribes, and other nonprofit agencies. To ensure program continuity and quality service, the designated LIHEAP agency serving each county continues from year to year, unless defunded or withdrawn.
- CONTACT:** Mr. Ken Reecy, Community Program Manager
Florida Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone (850) 488-7541
SUNCOM 278-7541
FAX (850) 488-2488

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

PUBLIC LAW 97-35, AS AMENDED

FEDERAL FISCAL YEAR (FFY) 2005

ABBREVIATED STATE PLAN

GRANTEE: FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

EIN: 59-6001874

**ADDRESS: 2555 SHUMARD OAK BOULEVARD
Tallahassee, Florida 32399-2100**

EMAIL: ken.reecy@dca.state.fl.us

TELEPHONE: (850) 488-7541 FAX: (850) 488-2488

LAST DETAILED MODEL PLAN FILED FFY 2003

✓

**PLEASE CHECK ONE: TRIBE
STATE INSULAR AREA**

Assurances

The Florida Department of Community Affairs agrees to:

- (1) use the funds available under this title to:
 - (A) conduct outreach activities and provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, consistent with paragraph (5);
 - (B) intervene in energy-crisis situations;
 - (C) provide low-cost residential weatherization and other cost-effective energy-related home repair; and
 - (D) plan, develop, and administer the State's program under this title including leveraging programs, and the State agrees not to use such funds for purposes other than those specified in this title.
- (2) make payments under this title only with respect to--
 - (A) households in which one or more individuals are receiving--
 - (i) assistance under the State program funded under Part A of Title IV of the Social Security Act;
 - (ii) supplemental security income payments under Title XVI of the Social Security Act;
 - (iii) food stamps under the Food Stamp Act of 1977; or
 - (iv) payments under Section 415, 521, 541, or 542 of Title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - (B) households with incomes which do not exceed the greater of:
 - (i) an amount equal to 150 percent of the poverty level for such State; or
 - (ii) an amount equal to 60 percent of the State median income; except that a State may not exclude a household from eligibility, in a fiscal year, solely on the basis of household income if such income is less

than 110 percent of the poverty level for such State, but the State, may give priority to those households with the highest home-energy costs or needs in relation to household income.

- (3) conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home-energy burdens are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of Title VI (relating to Community Services Block Grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;
- (4) coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under subtitle B of Title VI (relating to Community Services Block Grant program), under the supplemental security income program, under Part A of Title IV of the Social Security Act, under Title XX of the Social Security Act, under the low-income weatherization assistance program under Title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;
- (5) provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this subsection;
- (6) to the extent it is necessary to designate local administrative agencies in order to carry out the purposes of this title, to give special consideration, in the designation of such agencies, to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance program or weatherization program under the Economic Opportunity Act of 1964 or any other provision of law on the day before the date of the enactment of this Act, except that:
 - (A) the State shall, before giving such special consideration, determine that the agency involved meets program and fiscal requirements established by the state; and

- (B) if there is no such agency because of any change in the assistance furnished to programs for economically-disadvantaged persons, then the State shall give special consideration in the designation of local administrative agencies to any successor agency which is operated in substantially the same manner as the predecessor agency which did receive funds for the fiscal year preceding the fiscal year for which the determination is made.
- (7) if the State chooses to pay home energy suppliers directly, establish procedures to:
- (A) notify each participating household of the amount of assistance paid on its behalf;
 - (B) assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment made by the State under this title;
 - (C) assure that the home energy supplier will provide assurances that any agreement entered into with a home energy supplier under this paragraph will contain provisions to assure that no household receiving assistance under this title will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements; and
 - (D) ensure that the provision of vendor payments remains at the option of the State in consultation with local grantees and may be contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households, including providing for agreements between suppliers and individuals eligible for benefits under this Act that seek to reduce home-energy costs, minimize the risks of home energy crisis, and encourage regular payments by individuals receiving financial assistance for home-energy costs.
- (8) provide assurances that:
- (A) the State will not exclude households described in clause (2)(B) of this subsection from receiving home-energy assistance benefits under clause (2), and
 - (B) the State will treat owners and renters equitably under the program assisted under this title;

- (9) provide that:
- (A) the State may use, for planning and administering the use of funds under this title, an amount not to exceed 10 percent of the funds payable to such State under this title for a fiscal year and not transferred pursuant to section 2604(f), for use under another block grant; and
 - (B) the State will pay from non-Federal sources the remaining costs of planning and administering the program assisted under this title and will not use Federal funds for such remaining cost (except for the costs of the activities described in paragraph (16));
- (10) provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal funds paid to the State under this title, including procedures for monitoring the assistance provided under this title, and provide that the State will comply with the provisions of Chapter 75 of Title 31, United States Code (commonly known as the "Single Audit Act");
- (11) permit and cooperate with Federal investigations undertaken in accordance with section 2608;
- (12) provide for timely and meaningful public participation in the development of the plan described in subsection (c);
- (13) provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under the plan described in subsection (c) are denied or are not acted upon with reasonable promptness; and
- (14) cooperate with the Secretary with respect to data collecting and reporting under section 2610.
- (15)* beginning in fiscal year 1992, provide, in addition to such services as may be offered by State Departments of Public Welfare at the local level, outreach and intake functions for crisis situations and heating and cooling assistance that is administered by additional State and local governmental entities or community-based organizations (such as community action agencies, area agencies on aging and not-for-profit neighborhood-based organizations), and in States where such organizations do not administer functions as of September 30, 1991, preference in awarding grants or contracts for intake services shall be provided to those agencies that administer the low-income weatherization or energy crisis intervention programs.

*This assurance is applicable only to states, and to territories whose annual regular LIHEAP allotments exceed \$200,000. Territories with annual allotments of \$200,000 or less and Indian tribes/tribal organizations are not subject to Assurance 15.

- (16) use up to 5 percent of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.

Certification to the Assurances

As the official designated by the Governor of Florida to certify compliance, I agree to comply with the sixteen assurances contained in Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended.* By signing these assurances, I also agree to abide by the standard assurances on lobbying, debarment and suspension, and a drug-free workplace.

Thaddeus L. Cohen, AIA
Secretary
Department of Community Affairs

Date

* In the above assurances which are quoted from the law, "State" means the 50 States, the District of Columbia, an Indian Tribe or Tribal Organization, or a Territory; "title" of the Act refers to Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (OBRA), as amended, the "Low Income Home Energy Assistance Act"; "section" means Section 2605 of OBRA; and, "subsection" refers to Section 2605(b)of OBRA.

MODIFIED LIHEAP FFY 2004 APPLICATION

Changes Made from 2004 Abbreviated State Plan

<u>Page</u>	<u>Subject</u>	<u>Modification</u>
15	Use of Funds	Please estimate what amount of available LIHEAP funds will be used for each component that you will operate. The total of all percentages must add up to 100 percent.
		<u>14%</u> heating assistance*
		<u>22%</u> cooling assistance*
		<u>29%</u> crisis assistance
		<u>15%</u> weatherization assistance
		<u>10%</u> carryover to following year
		<u>10%</u> administrative & planning costs
		<u>0%</u> services to reduce home energy needs including needs assessment (assurance 16) ¹
		<u>0%</u> used to develop and implement leveraging activities (limited to the greater of 0.08 percent or \$35,000 for States, the greater of 2 percent or \$100 for territories, tribes and tribal organizations)
		<u>100%</u> TOTAL

*Year round program

¹ Accomplished through Weatherization Assistance Program.

<u>Page</u>	<u>Subject</u>	<u>Modification</u>
38	STATE OF FLORIDA LOW INCOME EMERGENCY HOME REPAIR PROGRAM (LEHRP) Description: State funds are expended in coordination with the Weatherization Assistance Program (WAP/LIHEAP) allocation to enhance and supplement weatherization assistance.	This section is to be deleted. The Low Income Emergency Home Repair Program (LEHRP) will not be funded for FFY 2005.

<u>Page</u>	<u>Subject</u>	<u>Modification</u>
Section VI - Attachment A	LIHEAP Supporting Documentation, Home Energy Assistance Payment Matrix.	Attachment A has been modified to reflect current FFY 2004 Federal Poverty Income Guidelines.
Section VI - Attachment C	LIHEAP Household Report FFY 2003	Attachment C has been replaced with LIHEAP Household Report for FFY 2004.

Please specify whether you are using calendar year 2004 poverty level or FFY 2004 median income estimates in determining eligibility:

For calendar year 2004 Florida will use 150% poverty level.

Please describe how you obtained public participation in the development of your 2004 plan. (For States, please also provide information on your public hearings.):

The Department held a public hearing after development of the draft LIHEAP State Plan. Statewide notice of the public hearing was published in the July 16, 2004 Administrative Weekly (FAW) and all local administering agencies were notified in writing. Copies of the plan were available at least two weeks prior to the public hearing. All comments were reviewed prior to compiling the final version of the State Plan. See Attachment B for the notice.

The public hearing for the FFY 2005 state plan was held on August 2, 2004 at the

Department of Community Affairs in Tallahassee, Florida.

STATE OF FLORIDA

LIHEAP STATE PLAN

FFY 2005

ATTACHMENT A - *See replacement Matrix of Home Energy Assistance Payments.*

ATTACHMENT C - *LIHEAP Household Report - Federal Fiscal Year 2003 has been replaced with report for Federal Fiscal Year 2004.*

ADDITIONAL INFORMATION REQUESTED:

Date carryover and re-allotment report submitted: July 29, 2004

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

Certification for Contracts, Grants, Loans, and Cooperative 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Thaddeus L. Cohen, AIA
Secretary
Department of Community Affairs

Date

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thaddeus L. Cohen, AIA
Secretary
Department of Community Affairs

Date

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

ADMINISTRATION FOR CHILDREN AND FAMILIES

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification):

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios.)
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph 5.)
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

STATE OF FLORIDA
2005

LIHEAP STATE PLAN

FFY

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (a) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Thaddeus L. Cohen, AIA
Secretary

Date

Department of Community Affairs

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX
2005- 2006 HOME ENERGY BENEFITS AND POVERTY LEVELS
BY HOUSEHOLD SIZE AND INCOME**

NUMBER OF PEOPLE IN HOUSEHOLD	HOUSEHOLD INCOME IN DOLLARS PER YEAR								
	50% of Poverty or Less	Over 50% of Poverty but Less than 75%	75% through 100% Poverty		101% though 125% Poverty		126% through 150% Poverty		
	At or Below	Annual Income at Least but No Greater Than							
1	\$4,785	\$4,786	\$7,177	\$7,178	\$9,570	\$9,571	\$11,963	\$11,964	\$14,355
2	\$6,415	\$6,416	\$9,622	\$9,623	\$12,830	\$12,831	\$16,038	\$16,039	\$19,245
3	\$8,045	\$8,046	\$12,067	\$12,068	\$16,090	\$16,091	\$20,113	\$20,114	\$24,135
4	\$9,675	\$9,676	\$14,512	\$14,513	\$19,350	\$19,351	\$24,188	\$24,189	\$29,025
5	\$11,305	\$11,306	\$16,957	\$16,958	\$22,610	\$22,611	\$28,263	\$28,264	\$33,915
6	\$12,935	\$12,936	\$19,402	\$19,403	\$25,870	\$25,871	\$32,338	\$32,339	\$38,805
7	\$14,565	\$14,566	\$21,847	\$21,848	\$29,130	\$29,131	\$36,413	\$36,414	\$43,695
8	\$16,195	\$16,196	\$24,292	\$24,293	\$32,390	\$32,391	\$40,488	\$40,489	\$48,585
9	\$17,825	\$17,826	\$26,737	\$26,738	\$35,650	\$35,651	\$44,563	\$44,564	\$53,475
10	\$19,455	\$19,456	\$29,182	\$29,183	\$38,910	\$38,911	\$48,638	\$48,639	\$58,365
11	\$21,085	\$21,086	\$31,627	\$31,628	\$42,170	\$42,171	\$52,713	\$52,714	\$63,255
12	\$22,715	\$22,716	\$34,072	\$34,073	\$45,430	\$45,431	\$56,788	\$56,789	\$68,145
13	\$24,345	\$24,346	\$36,517	\$36,518	\$48,690	\$48,691	\$60,863	\$60,864	\$73,035
14	\$25,975	\$25,976	\$38,962	\$38,963	\$51,950	\$51,951	\$64,938	\$64,939	\$77,925
15	\$27,605	\$27,606	\$41,407	\$41,408	\$55,210	\$55,211	\$69,013	\$69,014	\$82,815
16	\$29,235	\$29,236	\$43,852	\$43,853	\$58,470	\$58,471	\$73,088	\$73,089	\$87,705
17	\$30,865	\$30,866	\$46,297	\$46,298	\$61,730	\$61,731	\$77,163	\$77,164	\$92,595
18	\$32,495	\$32,496	\$48,742	\$48,743	\$64,990	\$64,991	\$81,238	\$81,239	\$97,485
19	\$34,125	\$34,126	\$51,187	\$51,188	\$68,250	\$68,251	\$85,313	\$85,314	\$102,375
20	\$35,755	\$35,756	\$53,632	\$53,633	\$71,510	\$71,511	\$89,388	\$89,389	\$107,265
LIHEAP HOME ENERGY BENEFIT	\$150	\$125		\$100		\$75		\$50	

Grantee Name: State of Florida

Contact Person Hilda Frazier

Phone: (850) 922-1834

Date: 7/28/2004

The LIHEAP Household Report--Long Format is for use by the 50 States, District of Columbia, and insular areas with annual LIHEAP allotments of \$200,000 or more. This Federal Report provides data on recipient and applicant households for Federal Fiscal Year (FFY) 2004, the period of October 1, 2003 - September 30, 2004. The Report consists of the following sections: (1) Recommended Long Format Assisted Households and (2) Recommended Format for LIHEAP Applicant Households. Data on assisted households are included in the Department's annual LIHEAP Report to Congress. The data measuring targeting performance under the Government Performance and Results Act of 1993. As the reported data are aggregated, the information in this report is not considered to be confidential.

There are two types of data: (1) required data which must be reported under the LIHEAP statute and (2) requested data which are optional, in response to House Report 103-483 and Senate Report 103-2 LIHEAP Household Report--Long Format (the Excel file name is *hhsrptst.xls*) and the instructions on completing the Report (the Word file name is *hhrptins.doc*) can be downloaded at the Office of Community LIHEAP web site at: www.acf.hhs.gov/programs/liheap/forms.htm#HHREPORT. The spreadsheet is page protected in order to keep the format uniform. The items requiring a response are not page protected other areas of the spreadsheet can not be modified. For example, the number of assisted and applicant households can not be entered. Each total will be calculated automatically for each type of assistance when the poverty level data are entered.

Do the data below include estimated figures? No Yes Mark "X" in the second column for each type of assistance that has at least one estimated data entry.

1. RECOMMENDED LONG FORMAT FOR LIHEAP ASSISTED HOUSEHOLDS

Type of assistance	Mark "X" to indicate estimated	Number of assisted households	REQUIRED DATA							REQUESTED DATA		
			3 HHS Poverty Guideline interval, based on gross income and household					At least one member who is			At least one member who is	
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	60 years or older	Disabled	Age 5 years or under	Age 2 years or under	Age 3 years through 5 years
Heating	X	17,474	9,698	4,856	1,981	884	55	4,701	4,087	4,615	2,381	2,553
Cooling	X	35,903	19,411	10,248	4,523	1,690	31	11,538	7,441	9,899	4,600	5,323
Winter/year round crisis	X	19,785	10,303	5,142	2,787	1,408	145	5,405	5,731	5,799	2,841	3,206
Summer crisis	X	25,830	14,236	6,179	3,489	1,848	78	5,641	6,452	9,150	4,280	4,744
Other crisis (Disaster)	X	5,435	3,238	1,323	635	227	12	934	1,065	1,904	836	1,055
Weatherization	X	843	232	226	385	0	0	472	448	108	40	69

2. RECOMMENDED FORMAT FOR LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted)

Type of assistance	Mark "X" to indicate estimated data	Number of applicant households	REQUIRED DATA						Income data unavailable
			2003 HHS Poverty Guideline interval, based on gross income and household size						
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty		
Heating	X	18,800	10,144	5,025	2,073	978	350	230	
Cooling	X	37,579	19,744	10,422	4,616	1,775	433	589	
Winter/year round crisis	X	21,037	10,913	5,264	2,846	1,512	327	175	
Summer crisis	X	26,869	14,473	6,294	3,524	1,872	224	482	
Other crisis (Disaster)	X	5,689	3,314	1,369	655	236	33	82	
Weatherization	X	2,874	727	622	1,038	241	137	109	

Note: Include any notes below for section 1 or 2 (indicate which section, type of assistance, and item the note is referencing):

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF A PUBLIC HEARING ON THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
STATE ADMINISTRATIVE PLAN

The Department of Community Affairs announces a public hearing to receive input from all interested parties on the Low-Income Home Energy Assistance Program (LIHEAP) State Administrative Plan for federal fiscal year (FFY) 2005 to which all interested parties are invited.

PUBLIC HEARING ON THE LIHEAP STATE ADMINISTRATIVE PLAN FOR FFY 2005

DATE AND TIME: Monday, August 2, 2004

TIME: 9:00 a.m. to 10:00 a.m.

LOCATION: Florida Department of Community Affairs

2555 Shumard Oak Boulevard

Conference Room 250L

Tallahassee, Florida 32399-2100

Telephone (850) 488-7541

PURPOSE: To obtain input and recommendations from the public and interested parties concerning the LIHEAP State Administrative Plan for FFY 2005

which will be submitted to the United States

Department of Health and Human Services.

A copy of the state plan and agenda may be obtained by writing to the Department of Community Affairs, Ms. Hilda Frazier, Manager, The Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, by telephoning (850) 488-7541, by

fax at (850) 488-2488 or by appearing in person at the agency headquarters.

APPEALS INFORMATION: If a person decides to appeal any decision of the Department of Community Affairs with respect to any matter considered at this public hearing, he or she will need a record of the proceeding, and for such purposes he or she may need to ensure that a record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation at this public hearing because of a disability or physical impairment should contact the community assistance section at (850) 488-7541 at least five calendar days prior to the hearing. If you are hearing impaired, please contact the Department of Community Affairs using the Florida Dual Party Relay System which can be reached at 1 (800) 955-8770 (voice) and 1 (800) 955-8771 (TDD).

PSA: 9
 County Name: Palm Beach County
 Period: 6/1/2007 - 3/31/2008
 Provider Name: Palm Beach County Division of Senior Services

ORIGINAL DATE: October 1, 2007

REVISED DATE:

REVISION NUMBER:

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all DOEA funding sources applicable to your agency)

- | | |
|-----------------------|-----------------------|
| <u>Funding Source</u> | <u>Funding Source</u> |
| () Title III B | () ADI |
| () Title III C1 | () CCE |
| () Title III C2 | () Elderly Meals |
| () Title III D | () HCE |
| () Title III E, G2 | () LSP |
| () Title III F | () MW |
| () Contracted Ser. | (X) EHEAP |

Form Revised July 18, 2003

(Service Reference) (42)

DESCRIPTION	TOTAL SERVICES	Outreach	EHEAP Benefits (Crisis)	EHEAP Administration
1. Total Budgeted Cash Costs	100,625	38,162	56,125	6,338
1. (a) Add Inkind Cost				
1. (b) Total Budgeted Costs	100,625	38,162	56,125	6,338
2. Total Budgeted Units	1,728	1,529	99	99
2.(a) Total Cost Per Unit of Service	n/a	24.95	565.18	64.02
3. Less USDA	0			
4. Less Cash Match	0		-	-
5. Less Inkind Match				
6. Less Program Income Used as Match				
Sub-Total Match:	0		-	-
7. Less Program Income	0	-	-	-
8. Less Other Non-Matching Cash & Co-payments	48,564	30,653	16,403	1,508
9. Adjusted Budgeted Costs	52,061	7,509	39,722	4,830
10. Adjusted Cost Per Unit of Service	n/a	4.91	400.00	48.79
12. Estimated Number of UNDUPLICATED Clients	n/a	n/a	99	99