

Approved By:  11-7-11  
Assistant County Administrator Date

## II. FISCAL ANALYSIS IMPACT

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	<u>7,561</u>	<u>68,044</u>			
External Revenue	<u>(1,474)</u>	<u>(13,269)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>6,087</u>	<u>54,775</u>			
# 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.

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

Funding sources are Federal and Palm Beach County.

<b>Funds</b>	<b><u>11A-12</u></b>
Federal	\$14,743
Program Income	0
Match (10%)	0
Addnl. County Funds	<u>60,862</u>
<b>Totals</b>	<b><u>\$75,605</u></b>

Departmental Fiscal Review: Tauna Mulhota

## III. REVIEW COMMENTS

10/25/11

### A. OFMB Fiscal and/or Contract Administration Comments:

\$14,743 is grant funds offsetting total staff costs of \$75,605.

OFMB

Contract Administration

11-8-11 B. Wheeler

### B. Legal Sufficiency:

Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

Department Director

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT  
FUND 1006 DOSS - Administration

Page 1 of 1 pages

BGRV - 144 - 092311\*634

BGEX - 144 - 092311\*2183

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/04/11	REMAINING BALANCE
<u>REVENUES</u>								
<u>DOSS-EHEAP</u>								
144-1483-3168	Fed Grant Indirect - Human Services	9,016	9,016	5,727	0	14,743		
	<b>Total Receipts and Balances</b>	<b>7,701,308</b>	<b>7,824,851</b>	<b>5,727</b>	<b>0</b>	<b>7,830,578</b>		
<u>EXPENDITURES</u>								
<u>DOSS-EHEAP</u>								
144-1483-4007	Travel - Mileage	325	325	5,727	0	6,052	0	6,052
	<b>Total Appropriations &amp; Expenditures</b>	<b>7,701,308</b>	<b>7,824,851</b>	<b>5,727</b>	<b>0</b>	<b>7,830,578</b>		

<b>OFMB</b>	<b>Signatures</b>	<b>Date</b>
INITIATING DEPARTMENT/DIVISION	<u>Garcia Malholby</u>	<u>10/25/11</u>
Administration/Budget Department Approval	_____	_____
OFMB Department - Posted	_____	_____

By Board of County Commissioners  
At Meeting of November 15, 2011

Deputy Clerk to the  
Board of County Commissioners

**STANDARD AGREEMENT  
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)**

**THIS AGREEMENT** is entered into between the Area Agency on Aging of 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", and collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the Agency has determined that it is in need of certain services as described herein; and **WHEREAS**, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Provider of the Agency.

**NOW THEREFORE**, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

**1. Purpose of Agreement**

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

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

The Agreement will incorporate attachments, proposal(s), service provider application(s) and separate package(s) and any revisions approved in writing by the Agency, state plan(s), grant agreement(s), relevant Agency handbooks, manuals or desk books, as an integral part of the Agreement, except to the extent that the Agreement explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced above, the specific provisions and requirements of the Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

**3. Term of Agreement**

This Agreement shall begin on September 1, 2011 and services shall end at midnight, local time in Tallahassee, Florida, on March 31, 2012.

**4. Agreement Amount**

The Agency awards the Provider for services in accordance with the conditions of this agreement in an amount not to exceed **\$14,743.00**, subject to the availability of funds. The Agency will provide a spending authority in the amount of \$182,689.00 for client services. Any costs or services paid for under any other contract and/or agreement from any other source are not eligible for payment under this Agreement.

Funding Allocation					
Program Title			Year	Funding Sources	CFDA
Emergency Home Energy Assistance Program: Administration & Outreach			2011	U.S. Health and Human Services	93.568
<b>TOTAL AGREEMENT AMOUNT:</b>					<b>\$14,743.00</b>

**5. Renewals**

By mutual Agreement of the Parties, in accordance with s. 287.058(1)(f), F.S., the Agency may renew the Agreement for a period not to exceed three years, or the term of the original Agreement, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any

renewal is subject to the same terms and conditions as the original Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

- 5.1 This agreement may be extended by the Agency upon written notification, for up to ninety (90) days, and shall include, if applicable, any additional provisions mandated by the Florida Department of Elder Affairs (DOEA).

6. **Compliance with Federal Law**

- 6.1. If this Agreement contains federal funds the following shall apply:

- 6.1.1. The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

- 6.1.2. If this Agreement contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Agency.

- 6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains federal funding in excess of \$100,000.00, the Provider must, prior to Agreement execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Consumer Services Consultant, prior to payment under this Agreement.

- 6.1.4 In accordance with Appendix A to 2 CFR 215, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

- 6.1.5 That if this Agreement contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- 6.1.6 That an agreement with an award amount expected to equal or exceed \$25,000.00 and certain other agreement awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this Agreement.

- 6.2 The Provider shall not employ an unauthorized alien. The Agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this Agreement by the Agency.

- 6.3 If the Provider is a non-profit organization and is subject to Internal Revenue Service (IRS) tax

exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Provider shall comply with Title 2 CFR part 275 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

7. **Compliance with State Law**

7.1 This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

7.2 The Provider shall comply with requirements of s. 287.058, F.S. as amended.

7.2.1 The Provider will provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Agreement and the Service Provider Application, which the Agency must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

7.2.2 The Provider will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.2.3 If itemized payment for travel expenses is permitted in this Agreement, the Provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Agreement.

7.2.4 The Provider will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this Agreement except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Agency may unilaterally terminate the Agreement.

7.3 If clients are to be transported under this Agreement, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.

7.4 Providers who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5 The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8. **Background Screening**

The Provider shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall

be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.

- 8.1 For purposes of this section, the term “direct service provider” means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client’s living areas or to the client’s funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.

9. **Grievance and Appeal Procedures**

The Provider shall develop and implement, and ensure through contract provisions that its subcontractors and vendors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These provisions must ensure that the Minimum Guidelines for Recipient Grievance Procedures outlined in the current DoEA Programs and Services Handbook are followed.

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.

10. **Audits, Inspections, Investigations, Public Records and Retention**

- 10.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Agreement.
- 10.2 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 six(6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Agency.
- 10.3 Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4 The Provider shall assure that the records described in Paragraph 10 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider’s contracts and or agreements and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.
- 10.6 The Provider shall provide a financial and compliance audit to the Agency as specified in this Agreement and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor. The financial and compliance audit must be submitted to the Agency no later than 180 days from the date of the Provider’s fiscal year end.
- 10.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to

s. 20.055, F.S.

**11. Nondiscrimination-Civil Rights Compliance**

- 11.1** The Provider will execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all providers, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2** The Provider must complete and return with this executed Agreement a complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**). The Provider must retain this Checklist, on file, during the term of this Agreement.
- 11.3** 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 notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If this Agreement contains federal funds, 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 and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the 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.

**12. Provision of Services**

The Provider will provide services in the manner described in **ATTACHMENT I**.

**13. Annual Review by the Agency**

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

**14. Indemnification**

The Provider shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to

indemnify the Agency for claims, demands, actions or causes of action arising solely out of the Agency's negligence.

Provider's obligation to indemnify and defend shall be triggered on the seventh (7<sup>th</sup>) 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, with 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.

- 14.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 14 is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

15. **Insurance and Bonding**

- 15.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) of it. By execution of this Agreement, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., 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. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Agreement. The Provider shall ensure that the Agency has the most current written verification of insurance coverage throughout the term of this Agreement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Agreement.

- 15.2 Throughout the term of this Agreement, the Provider agrees to maintain 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 all Agreements and/or Agreements incorporating this Agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

- 15.3 Providers shall submit to the Agency a Certificate of Insurance five (5) days after the policy renewal date as outlined in paragraph 15.1

16. **Confidentiality of Information**

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

17. **Health Insurance Portability and Accountability Act**

Where applicable, the Provider will comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR

160, 162, and 164). If the Provider will receive client's protected health information as a result of this Agreement, then the Provider recognizes that the Agency and the Provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

**18. Incident Reporting**

- 18.1** The Provider shall notify the Agency immediately, but no later than twenty-four (24) hours from, the Provider's awareness or discovery of conditions that may materially affect the Provider or subcontractor's ability to perform the services required to be performed under this Agreement or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Consumer Services Consultant (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

- 1) Proposed client terminations;
- 2) Service quality or service delivery problems;
- 3) Contract non-compliance;
- 4) 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 Consumer Services Consultant within 48 hours.

- 18.2** The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

**19. Bankruptcy Notification**

If, at any time during the term of this Agreement, the Provider, its assignees, subcontractors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Agency. Within ten (10) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

**20. Sponsorship and Publicity**

- 20.1** As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by 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 "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider 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. The Provider website should also list Area Agency on Aging and State of Florida, Department of Elder Affairs as sponsors.

- 20.2 The Provider shall not use the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." and "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the Agencies prior to use.
- 20.3 If applicable Provider's website should include an active link to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. website.

21. **Assignments**

- 21.1 The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement. This Agreement shall remain binding upon the successors.

22. **Subcontracts**

- 22.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this Agreement, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Agency deems necessary. 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. The Provider further agrees that the Agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against any such claims.
- 22.2 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 215.92 F.S., and this determination must be documented in writing. When a vendor relationship is identified, a contract 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 contract.

The Provider shall promptly pay any subcontractors upon receipt of full or partial payment from the Agency within seven (7) working days. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Provider and subcontractor, will result in the Agency taking action as outlined in Section 46 of this Agreement.

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 timeframes may result in the Agency taking action as set forth in Section 46 of this Agreement.

The Provider must submit all fiscal information regarding services contracted to subcontractors pursuant to this contract if requested by the Agency.

23. **Independent Capacity of Provider**

It is the intent and understanding of the parties that the Provider, or any of its subcontractors, are independent Providers and 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. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

**24. Payment**

Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency's Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the Agreement, unless the bid specifications, purchase order, or this Agreement specify otherwise. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payment(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Providers shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

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 contract. 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 contract. Said suspension of payment of funds or obligation thereof may apply to all or part of the Provider's operations funded by the Agency.

**25. Return of Funds**

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

**26. Management Information Systems**

Where collection of client data in electronic format 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 timeframes to assure compliance with due dates for the request 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.
  5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the "Termination" clause in Section 46 of this Agreement, including delaying or withholding payment until the problem is corrected.
27. **Data Integrity and Safeguarding Information**  
The Provider shall insure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. 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. The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this Agreement.
28. **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 of an Agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors/vendors, potential contractors/vendors, or parties to 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) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar 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.
29. **Public Entity Crime**

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

**30. Purchasing**

- 30.1** The Provider agrees to develop procurement procedures which are in accordance with applicable federal or state requirements, which encourage fair and open competition and which promote a diversity of vendors and subcontractors for all services purchased pursuant to this contract. Procedures must include the intent to obtain bids for services or items manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
- 30.2** The provider may procure any recycled products or materials, which are the subject of or are required to carry out this Agreement, in accordance with the provisions of s. 403.7065, F.S.
- 30.3** 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 contract. This report shall be submitted to the Agency by the 5th of the month following the end of each quarter.

**31. Patents, Copyrights, Royalties**

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this Agreement, the Provider shall refer the discovery, invention or material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the Agreement.

- 31.1** If the primary purpose of this Agreement is the creation of intellectual property, the State shall retain an unencumbered right to use such property, notwithstanding any Agreement made pursuant to Paragraph 31.

**32. Emergency Preparedness and Continuity of Operations**

- 32.1** If the tasks to be performed pursuant to this Agreement, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days of the execution of this Agreement, submit to the Consumer Services Consultant verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.
- 32.2** In the event, a situation results in a cessation of services by a subcontractor, the Provider will

retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption.

- 32.3** 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 a declared emergency event. These plans must include the names of designated emergency contact persons and must be updated annually and submitted to the Agency by May 1 of each year.

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.

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 the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider.

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 the Agency and/or the Provider to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the DOEA 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

**33. Dispute Resolution**

Any dispute concerning performance of the Agreement shall be decided by the Consumer Services Consultant, who shall reduce the decision to writing and serve a copy on the Provider.

**34. Financial Consequences of Non-Performance**

- 34.1** The Provider shall not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Agency.

- 34.2** The Agency reserves the right to impose sanctions on the Provider within the agreement period, including partial withholding of agreement payments, when repeated deficiencies go uncorrected as follows:

**First Occurrence** – written warning.

**Second Occurrence** – 10% withheld from any unpaid invoice. Funds withheld will be released upon receipt of acceptable documentation to overcome the previously reported program deficiencies and program performance is considered satisfactory.

**Third Occurrence** – 10% withheld from all unpaid invoice until the previously reported program deficiencies have been cleared and program performance is considered satisfactory. Funds withheld will not be released.

**Fourth Occurrence** – Agreement terminated as stated in section 46.

**35. No Waiver of Sovereign Immunity**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

36. **Venue**  
If any dispute arises out of this Agreement, the venue of such legal recourse will be Palm Beach County, Florida.
37. **Entire Agreement**  
This Agreement contains all the terms and conditions agreed upon by the parties. No oral Agreements or representations shall be valid or binding upon the Agency or the Provider unless expressly contained herein or by a written amendment to this Agreement signed by both parties.
38. **Force Majeure**  
Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
39. **Severability Clause**  
The parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.
40. **Condition Precedent to Agreement: Appropriations**  
The parties agree that the Agency's and State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual allocation of funds by the Legislature.
41. **Addition/Deletion**  
The parties agree that the Agency reserves the right to add or to delete any of the services required under this Agreement when deemed to be in the Planning and Service Area's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.
42. **Waiver**  
The delay or failure by the Agency to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Agency's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
43. **Compliance**  
The Provider agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the Agreement to immediate, unilateral cancellation of the Agreement at the discretion of the Agency.
44. **Final Invoice**  
The Provider shall submit the final invoice for payment to the Agency as specified in Paragraph 3.2 (date for final request for payment) of ATTACHMENT I. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**45. Renegotiations or Modifications**

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes necessary. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

**46. Termination**

- 46.1** This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Consumer Services Consultant or the representative of the Provider responsible for administration of the Agreement.

In the event the Provider terminates this Agreement at will, the Provider agrees to submit, at the time it serves notice of the intent to terminate, a plan that ensures continuity of services for clients pursuant to this Agreement or any subcontract will not be interrupted or suspended by the termination. In the event that a contract between the Provider and its 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.

- 46.2** In the event funds for payment pursuant to 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 U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Consumer Services Consultant or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

- 46.3** This Agreement may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Agency may employ the default provisions in Rule 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 and conditions of this Agreement. The provisions herein do not limit the Agency's or the Provider's rights to remedies at law or in equity.

- 46.4** Failure to have performed any contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in an Agreement with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (2) had an Agreement terminated by the Agency for cause.

**47. 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. The Provider will

maintain a written strategic action plan identifying how volunteers will be utilized and managed.  
The Provider shall submit Volunteer Statistics quarterly to the Agency

**48. 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 and subsequent amendments within Agency established time frames
4. Ensure that operations and service delivery reflect the communities served, including community input and inclusion of community representation in Provider's governing board

**49. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

a.	The Provider name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Faith Manfra, Director of Senior Services Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is:	Faith Manfra, Director of Senior Services Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401 561-355-4746
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging Fiscal Department 4400 N. Congress Avenue West Palm Beach, FL 33407
e.	The name, address, and telephone number of the Agreement Manager for the Agency for this Agreement is:	Dalia Dillon, Consumer Services Consultant Area Agency on Aging PB/TC 4400 N. Congress Avenue West Palm Beach, FL 33407 (561) 684-5885
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be		

provided in writing to the other party and the notification attached to the originals of this Agreement.

**50. All Terms and Conditions Included**

This Agreement and its Attachments, I – XIV, A, B and C, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or Agreements, either written or verbal between the parties.

By signing this agreement, the parties agree that they have read and agree to the entire agreement.

IN WITNESS THEREOF, the parties hereto have caused this 64-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: \_\_\_\_\_  
Karen T. Marcus, Chair

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHARON R. BOCK, Clerk and Comptroller

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_

Assistant County Attorney

Approved as to terms and conditions

\_\_\_\_\_

Department Director

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**ATTACHMENT I**

**STATEMENT OF WORK**

**SECTION I: SERVICES TO BE PROVIDED**

**DEFINITIONS OF ACRONYMS**

**DEFINITIONS OF ACRONYMS**

AAA – Area Agency on Aging  
 CIRT – Client Information and Registration Tracking System  
 CSBG – Community Services Block Grant  
 DCA – Department of Community Affairs  
 DoEA – Department of Elder Affairs  
 EHEAP – Emergency Home Energy Assistance Program  
 LIHEAP – Low Income Home Energy Assistance Program  
 MOU – Memorandum of Understanding  
 OMB – Office of Management and Budget  
 PSAs – Planning and Service Areas  
 WAP – Weatherization Assistance Program

**1.2 MISSION STATEMENTS**

**1.2.1 DEPARTMENT OF ELDER AFFAIRS MISSION STATEMENT**

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

**1.2.2 AGENCY’S MISSION STATEMENT**

The Agency’s mission is to advocate, plan and promote the independence, dignity, and well being of seniors and their caregivers in a manner that embraces diversity and reflects the communities we serve. Lead agencies and local service providers as partners and stakeholders in Florida’s aging services network are expected to support the Agency’s mission, vision, and program priorities.

**1.2.3 EHEAP PROGRAM MISSION**

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the Agency by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

**1.3 GENERAL DESCRIPTION**

**1.3.1 General Statement**

EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency. Eligible households may receive one benefit for a maximum of \$600.00 in the cooling season and one benefit for a maximum of \$600.00 in the heating season. These funds are intended to make payments to utility companies and/or fuel suppliers, make repairs to heating or cooling equipment, or resolve other heating and cooling emergencies.

### **1.3.2 Authority**

The relevant federal and state authority governing EHEAP are:

1. Low-Income Home Energy Assistance Act of 1981;
2. 42 USC 8621 et seq.;
3. Title XXVI of Public Law 97-35, as amended;
4. 45 CFR part 96;
5. Section 409.508, F.S.;
6. Chapter 9B-65, F.A.C.;
7. Chapter 91-115, Laws of Florida; and
8. Low Income Home Energy Assistance Program State Plan.

#### **1.3.2.1 Incorporation of Reference Memoranda**

In accordance with Chapter 287 F.S., as amended and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and incorporated by reference:

- (1.) CFO Memo No.02: Release date, August 20, 2010
- (2.) CFO Memo No.03: Release date, June 29, 2010 and
- (3.) CFO Memo No.06: Release date, June 30, 2010

### **1.3.3 Scope of Service**

The Provider is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may receive one benefit per heating or cooling season, not to exceed \$600.00 each. EHEAP applicants are 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 agreement periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by DCA. 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 services provided under this Agreement shall be in a manner consistent with and described in Attachment I, Section II MANNER OF SERVICE PROVISION. The Provider, in collaboration with its EHEAP program partners shall ensure the following service tasks are completed: (1) Consumer Outreach; (2) Program Partners and Stakeholders Coordination; (3) Applicant's Benefit Eligibility Determination; and (4) Benefit Disbursement.

### **1.3.4 Incorporation of Program Materials**

The Provider will comply with program requirements as outlined in LIHEAP state plan, which is incorporated into this contract by reference.

### **1.3.5 Major Program Goals**

The Emergency Home Energy Assistance Program is designed to assist eligible low-income households experiencing a heating or cooling emergency. The program allows for payments to utility companies, the purchase of blankets, portable heaters and fans, repairs of existing heating or cooling equipment, and the payment of reconnection fees. The program also provides eligible individuals with weather-related/supply shortage emergency benefits when authorized by DCA.

#### **1.4 INDIVIDUALS TO BE SERVED**

##### **1.4.1 General Description**

EHEAP services low-income households with at least one individual age 60 or older, experiencing a home energy heating or cooling emergency. "Low income" is defined by applying a percentage to the current federal poverty guidelines published annually by the U.S. Department of Health and Human Services. The guidelines and effective date are transmitted by the Department of Community Affairs to the Department of Elder Affairs, to the Agency and will be provided to the Provider upon receipt by the Agency.

##### **1.4.2 Individual Eligibility**

To be eligible for services under this Agreement, and to receive assistance, an applicant must:

- 1.4.2.1 Reside in the EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred;
- 1.4.2.2 Complete and return an EHEAP application with all required information and verification to the Provider while funds remain available;
- 1.4.2.3 Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs;
- 1.4.2.4 Possess a total gross household income of not more than 150% of the OMB federal poverty level for the size of the household;
- 1.4.2.5 Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the state;
- 1.4.2.6 Not be a student living in a dormitory; and
- 1.4.2.7 Experience a verifiable home heating or cooling crisis.
  1. A home cooling crisis exists when one or more of the following conditions are present:
    - a. The household's home cooling energy source has been cut off;
    - b. The household has been notified that the energy source of cooling is going to be cut off;
    - c. The household has received a notice indicating the energy source is delinquent or past due;
    - d. The household has other problems with lack of cooling in the home
  2. A home heating crisis exists when one or more of the following conditions are present:
    - a. The household's home heating energy source has been cut off;
    - b. The household has been notified that the energy source of heat is going to be cut off;
    - c. The household has received a notice indicating the energy source is delinquent or past due;

- d. The household is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel;
- e. The household has other problems such as lack of a usable heating source.

**1.4.3** The Provider must determine if all or part of the utility costs are paid directly or indirectly by the government if the consumer lives in government subsidized housing. The Provider will proceed as follows:

- 1. If total home heating or cooling costs are included in the rent and the consumer has no obligation to pay any portion of the costs, then the consumer is not eligible for assistance.
- 1. If there is an energy subsidy through Section 8 or a Public Housing Authority available to the consumer during the period covered by the utility bill, then the consumer is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.

**1.4.4** Consumers receiving Social Security Income (SSI), Food Stamps or Community Services Block Grant (CSBG) automatically qualify for EHEAP. The benefit level is the same as that of other qualified applicants. Only WAP clients with income under 150% of the current Poverty Guidelines are eligible to apply for EHEAP.

## **SECTION II: MANNER OF SERVICE PROVISION**

### **2.1 SERVICE TASKS**

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

- 1. Consumer Outreach
- 2. Program Partners and Stakeholders Coordination; and
- 3. Applicant's Benefit Eligibility Determination;

#### **2.1.1 Consumer Outreach**

To ensure that households wishing to benefit from the program have the opportunity, the Provider shall undertake consumer outreach initiatives. These initiatives are designed to inform potentially eligible households in the service area about EHEAP especially those elderly households with disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- (1.) Informing all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors;

- (2.) Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;
- (3.) Making home visits to homebound elderly persons for completion of the program application or eligibility determination when other assistance is not adequate.
- (4.) Making visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.
- (5.) Forwarding information provided by the Agency concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).

#### **2.1.2 Program Partners and Stakeholders Coordination**

The Provider shall coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to:

- 2.1.2.1** Responsibility for coordinating services with the DCA LIHEAP contractors in the respective services areas to prevent the duplication of benefits to consumers. Additionally, the Provider shall review LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- 2.1.2.2** Developing a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the service area. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals. 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. The Provider will forward copies of all MOUs to the Agency upon their execution.
- 2.1.2.3** Establishing 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 forward to the Agency upon their execution copies of all MOUs. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs must be applicable to the Provider's current EHEAP program requirements and guidelines.
- 2.1.2.4** Developing agreements with home energy vendors that benefit consumers. The Provider will maintain copies of all vendor agreements and subcontracts. All agreements between the Provider and home energy vendors must contain, at minimum the following conditions:
  - (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 contractor's performance of work under this agreement, to the extent allowed and required by law.

### **2.1.3 Applicant's Benefit Eligibility Determination**

The Provider shall begin taking applications for EHEAP services upon execution of this agreement, 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. The Provider shall, meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

- 1. Provide assistance to consumers in completing Department provided applications for assistance and determining eligibility;
- 2. Treat homeowners and those who rent equitably under this Agreement;
- 3. Ensure that no one is excluded from program participation 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; and
- 4. Provide all consumers a written notice of approval within 15 working days of receiving the consumer's application that includes the type and amount of assistance to be paid on their behalf or a Notice of Denial, which includes appeal information.

**2.1.3.1** The Provider will 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.

**2.1.3.2** Assist all consumers in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.

**2.1.3.3** Ensure that all eligible applicants meet the requirements of Section 1.4.2 through 1.4.4 of Attachment I of this Agreement.

**2.1.3.4** Ensure no consumer fees are charged, nor donations accepted, from a consumer in order to receive EHEAP benefits. The Provider will ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head."

#### **2.1.4 BENEFIT DISBURSEMENT**

**2.1.4.1** The Provider shall implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval. Other benefit disbursement responsibilities of the Provider include, but are not limited to:

(1) Determining 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 Department;

(2) Having a written policy that encourages households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments;

(3) Making payment commitments 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 households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals;

(4) Reporting home energy payment commitments within twenty (20) days of the date of the application approval;

(5) Refunding to the Agency, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer;

(6) Developing adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of 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 consumers are subsequently denied;

(7)Developing adequate procedures to address the use of EHEAP funds for clients who are on oxygen support or a "Lifeline Program" and must have power; and

(8)Developing 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.

#### **2.1.5 Remedies-Nonconforming Activities Provided and Benefits Disbursed**

The Provider shall ensure that all activities and/or benefits provided and reimbursed under this Agreement are compliant with all requirements referenced in this Agreement.

Any nonconforming activities and/or benefits shall not be eligible for reimbursement under this program. The costs associated with providing nonconforming activities and/or benefits shall be borne solely by the Provider. The Agency requires immediate notice of any significant and/or systemic infractions that compromise activities and/or benefits provided.

#### **2.1.6 Use of Subcontractors**

If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Provider shall notify the Agency's Consumer Services Consultant and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Paragraph 22.1 of the Standard Agreement, the Agency will not be responsible or liable for any obligations or claims resulting from such action.

### **2.2 SERVICE LOCATION AND EQUIPMENT**

#### **2.2.1 Service Delivery Location**

The Provider shall ensure that the services provided under this Agreement are available to residents within the Palm Beach County by in-person service, telephone, and/or other electronic means.

#### **2.2.2 Service Times**

The Provider shall ensure the provision of the services listed in the Agreement at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am – 5:00pm.

#### **2.2.3 Changes in Location**

The Provider must request and receive Agency approval before changing the permanent location of program administration for the Palm Beach County. The Provider shall also request and receive Agency approval before the Provider and/or subcontractors change the location of any service delivery locations.

#### **2.2.3 Equipment**

- 2.2.3.1** Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 2.2.3.2** Providers and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Agency upon request.
- 2.2.3.3** 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:
- (1) A description of the equipment;
  - (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
  - (3) Source of the equipment, including the award number;
  - (4) Whether title vests in the Provider or the Federal Government;
  - (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
  - (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
  - (7) Location and condition of the equipment and the date the information was reported;
  - (8) Unit acquisition cost; and
  - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Provider compensates the Federal awarding agency for its share.
- 2.2.3.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the Service Provider Application approved by the 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 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, Paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments covered by this Agreement, or identified in the subcontracts with subcontractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

- 2.2.3.5** The Provider shall not dispose of any equipment or materials provided by the Agency, or purchased with funds provided through this Agreement without first obtaining the approval of the Agency's Consumer Services Consultant. When disposing of property or equipment the Provider must submit a written request for disposition instructions to the respective Consumer Services Consultant. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Provider's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 2.2.3.6** The Agency's Consumer Services Consultant will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 2.2.3.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or 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 s. 216.348, F. S.
- 2.2.3.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 2.2.3.9** The Provider must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any Agreement(s) incorporating this Agreement by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Provider has the responsibility to require any subcontractors to comply with the Agency's ITR procedures.
- 2.2.3.10** An amendment to the Service Provider Application (SPA) must be submitted by the Provider and approved by the Agency's Consumer Services Consultant prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.

## **2.3 DELIVERABLES**

### **2.3.1 Service Unit**

The service unit for this agreement is the total number of households assisted.

### **2.3.2 Reports**

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Agency. The Provider must establish due dates for any subcontractors that permit the Provider to meet the Agency's reporting requirements.

#### **2.3.2.1 Program Reports**

##### **2.3.2.1.1 Emergency Home Energy Assistance for the Elderly Statistical Report**

The Provider shall submit to the Consumer Services Consultant the service report entitled, "EHEAP Enrollment and Exception Statistical Report," in CIRTS. The report shall reflect the use of EHEAP in each CCSA. The report shall be submitted based on the following schedule:

REPORT	REPORTING PERIOD	SEASON	DATE DUE TO AGENCY
2	07/01/11 – 09/30/11	Cooling Season	October 10, 2011
3	10/01/11 – 12/31/11	Heating Season	January 10, 2012
4	01/01/12 – 03/31/12	Heating Season	April 10, 2012

#### **Program Effectiveness Reports**

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, upon request.

#### **2.3.2.1.2 Consolidated Reports**

The Provider will be responsible for submitting consolidated reports identifying all households served for the reporting periods by Community Care Service Area upon request by the Agency.

#### **2.3.3 Records and Documentation**

The Provider will maintain a separate record for each EHEAP consumer that includes the following:

1. Application for Emergency Home Energy Assistance for the Elderly, DOE Form 114, completed and signed by the Provider and the consumer. The application must also be signed by a supervisor prior to payment being made. The Provider is responsible for using the most recent application issued by the Department through the Notice of Instruction process.
2. Names, ages and identification documentation of all household members;
3. Income amount and method of verification for all household members;
4. Age and income documentation to support eligibility;
5. Statement of self-declaration of income, if applicable;
6. Signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being handled if household income is less than 50 percent of the current Federal Poverty Guidelines and no one in the household is receiving Food Stamps;
7. Documentation of consumer's obligation to pay an energy bill;
8. Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
9. Copies of approval or denial letters provided to the applicant;
10. If preference is given due to a disability, documentation of such, disability income or physician's statement;
11. Documentation of referrals to LIHEAP, CSBG and WAP;
12. Documentation of payment made to vendors; and

**13. Documentation of calculation of benefits for consumers living in subsidized housing.**

**2.3.3.1** If the Provider approves the application, one elderly member of the household must be registered in the DOE Client Information and Registration System (CIRTS) using DOE Form 114 in accordance with CIRTS Policy Guidelines.

**2.4 Monitoring the Performance of Subcontractors**

The Provider shall conduct at least one monitoring per Agreement year of each subcontractor. The Provider shall monitor its performance under this agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this agreement, to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this agreement are achieved. Such review shall be made for each function or activity set forth in this agreement, and reported in the quarterly report.

**2.4.1** The Provider shall review a sample of completed EHEAP applications in accordance with the Emergency Home Energy Assistance for the Elderly Case Review Sheet, DOE Form 211, **ATTACHMENT XI**.

**2.4.1.a** The Provider will submit to the Fiscal Staff case files for review, two times a month. The case files required will be chosen at random by the Fiscal Staff.

**2.5 Reports and Reporting Requirements**

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Agency.

**2.5.1 Client Information and Registration Tracking System (CIRTS) Reports**

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

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

Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in section 36 or the

“Termination” clause in Section 46 of this Agreement, including delaying or withholding payment until the problem is corrected.

### **2.5.2 Surplus/Deficit Report**

The Provider will submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency’s Consumer Services Consultant by the 15<sup>th</sup> of each month. This report is for all Agreements and/or contracts between the Provider and the Agency. The report will include the following:

- (1) Provider’s current status regarding surplus or deficit;
- (2) The Provider’s detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Agency will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Provider’s Board of Directors on resolution of spending issues, if applicable;

### **2.6 Records Management and Documentation**

The Provider will ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards.

- 2.6.1** If the Provider is unable to utilize CIRTS, the Agency will record the information for a fee based on the current rate of \$20.00 an hour. The fee will be deducted from the invoice and a receipt will be mailed with the monthly payment. The Provider must contact the Consumer Services Consultant to initiate this service.

### **2.7 PERFORMANCE SPECIFICATIONS**

#### **2.7.1 Outcomes and Outputs**

- (1) The Provider shall submit timely to the Agency all reports described in **ATTACHMENT I, Paragraphs 2.3 through 2.5**. The Provider shall submit timely to the Agency all reports described in **Attachment VIII**.
- (2) The Provider shall submit timely to the Agency all information described in **ATTACHMENT I, Paragraph 2.6 Records Management And Documentation**;
- (3) The Provider shall ensure services in this Agreement are in accordance with the current Department of Elder Affairs Programs and Services Handbook.

#### **2.7.2 Monitoring and Evaluation Methodology**

The Agency will review and evaluate the performance of the Provider under the terms of this Agreement. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an on-site visit. The Agency’s determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Agency in monitoring the progress of completion of the service tasks and deliverables.

**2.7.4 PROVIDERS'S FINANCIAL OBLIGATIONS****2.7.4.1 Use of Service Dollars**

The Provider is expected to spend all state 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 Agreement period. 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 federal and state law.

**2.7.5 AGENCY RESPONSIBILITIES****2.7.5.1 Program Guidance and Technical Assistance**

The Agency will provide to the Provider guidance and technical assistance as needed for fulfillment of the Agreement by the Provider.

**2.7.5.2 Program/Contract Monitoring**

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

The Provider will be subject to at least one quality assurance review and site visit annually by the Agency. The review is to ensure fiscal, administrative and programmatic compliance with this Agreement and review the quality of services as specified in the Service Provider Application.

By entering into this Agreement, the Provider agrees to comply and cooperate with any quality assurance review procedures/processes deemed appropriate by the Agency, Chief Financial Officer of the Department of Financial Services, Auditor General or any federal personnel.

1. The Provider will be responsible for implementing all corrective actions from previous and current quality assurance review reports in a timely manner. The Provider must assign a high priority to the resolution of quality assurance review findings and recommendations to ensure corrective actions(s) addressing programmatic, fiscal, and/or operational deficiencies are fully and timely implemented.
2. The Provider will be responsible for at least one quality assurance review per year of its subcontractors. The Provider will perform fiscal, administrative and programmatic quality assurance review of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
3. 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 36, Financial Consequences of Non-Performance clause or Section 46, Termination clause of this Agreement.

**3.1 General Statement of Method of Payment**

The Admin and Outreach funding under this agreement is reimbursed by unit cost which is based on actual costs not to exceed the budget amount as specified in **ATTACHMENT VII**, EHEAP Budget Summary. The EHEAP Benefits for Crisis and Weather-Related/Supply Shortage funding under this agreement is a Spending Authority based on eligible clients as determined by adherence to this agreement not to exceed the budget amount as specified in

**ATTACHMENT VII, EHEAP Budget Summary.** . Duplication or replication of forms via data processing equipment is permissible, provided all data elements are in the same format as included on the Agency forms. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement.

1. (1) Payment will be made directly to the energy vendor specified twice a month through submission of a properly completed ATTACHMENT XIII (Payment Transmittal) and ATTACHMENT XIII (Payment Transmittal Summary) in accordance with the schedule outlined in (ATTACHMENT II). Requests will include an original request for payment and one copy detailing actual (allowable) expenditures for the period of the reimbursement request.
2. Interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the Agency together with the payment and expenditure reports. Advances on federal funds must be maintained in interest-bearing accounts in accordance with 45 CFR 74.22(k). Interest amounts earned on federal funds deposited (up to \$250.00 per year) may be retained by the recipient for administrative expenses.
3. 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 24 of this agreement.
4. The Provider agrees to implement the distribution of funds as detailed in **ATTACHMENT VII, Budget Summary.** An amendment is required to change the total amount of the agreement.
5. **Documentation**  
The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals upon request.
6. All payments are subject to the availability of funds. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified on **ATTACHMENT VII, EHEAP Budget Summary.**
7. Cost reimbursement will be on a monthly basis through submission of a properly completed Request for Payment Invoice and Request for Reimbursement Report (**ATTACHMENT IX**) in accordance with the schedule outlined in (**ATTACHMENT VIII**). Requests will include an original request for payment and one copy detailing actual (allowable) expenditures for the period of the reimbursement request.

### 3.2 **Date for Final Request for Payment**

The final request for payment will be due to the agency no later than April 20, 2012.

ATTACHMENT II

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature	Date
Karen T. Marcus	
Name of Authorized Individual	Application or Agreement Number
Palm Beach County Board of County Commissioners, 810 Datura Street, WPB, FL	33401
Name and Address of Organization	

**ATTACHMENT III****FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Area Agency on Aging to the provider may be subject to audits and/or monitoring by the Area Agency on Aging, as described in this section.

**MONITORING**

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

**AUDITS****PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Agency by this Agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from or passed through the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the Provider expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit

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

## **PART II: STATE FUNDED**

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Agency of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Agreement indicates state financial assistance awarded through the Agency. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

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

**PART III: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:  
Two copies to the Area Agency on Aging at the following address:

**Area Agency on Aging Palm Beach/Treasure Coast  
Attn: Consumer Services Consultant  
4400 N Congress Avenue  
West Palm Beach, FL 33407**

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

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

ATTACHMENT III  
EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance Program	U.S. Health and Human Services	93.568	\$197,432.00
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

**ATTACHMENT III  
EXHIBIT-2**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be a recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a Provider is determined to be a recipient /subrecipient of federal and/or state financial assistance and has been approved by the Agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section \_ .400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

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

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

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

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

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

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

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

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

ATTACHMENT IV

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

The undersigned, an authorized representative of the Provider named in the Agreement or Agreement to which this form is an attachment, hereby certifies that:

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

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

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

The Provider shall require that the language of this certification be included in all subagreements, subgrants, and other Agreements and that all Providers shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

Palm Beach County Board of County Commissioners, 810 Datura Street, WPB, FL 33401

Name and Address of Provider

	Chair	
Signature	Title	Date
Karen T. Marcus		

Name of Authorized Signer

(Revised June 2008)

## ATTACHMENT V

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

(1) The prospective Provider certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Agency or agency.

(2) Where the prospective Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Palm Beach County Board of County Commissioners

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

(Certification signature should be same as Agreement signature.)

**Instructions for Certification**

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Agreement Manager for assistance in obtaining a copy of those regulations.

2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the Provider knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency may pursue available remedies, including suspension and/or debarment.

3. The Provider will provide immediate written notice to the Consumer Services Consultant if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Provider may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).

4. The Provider will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.

5. The Provider agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.

6. If the Provider knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency may pursue available remedies, including suspension, and/or debarment.

7. The Provider may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

## ATTACHMENT VI

## ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education -1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimi-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Cg of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C., 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis--7), the Copeland Act (40 U.S.C. 276c -333), regarding labor standards for federally assisted construction subcontracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. on of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with Wild and Scenic Rivers Acts of 1968 (16 U.S.C., 1721 ET seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. of -1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Chair
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners	DATE SUBMITTED

ATTACHMENT VII

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM  
BUDGET SUMMARY

PSA: 9

Original  X

Amendment    

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DIVISION OF SENIOR SERVICES:

1.	Administration*	\$2,400.00
2.	Outreach*	\$12,343.00
3.	Crisis	\$177,901.00
4.	Weather-Related/Supply-Shortage**	\$4,788.00
5.	Total	\$197,432.00
6.	Projected minimum number of Consumers to be served (Crisis):	297
7.	Projected minimum number of Consumers to be served (Weather-Related/Supply Shortage):	8

1 & 2. The Admin and Outreach budgets are unit cost reimbursement. Provider must submit required documents to the Agency, subject to Agency approval. Once approved, the Agency will pay the Provider. The policies and procedures, ATTACHMENT XII, will be followed to ensure prompt payment.

3 & 4. The spending authority budget is an allocation given to allow the Provider to make financial commitments on behalf of the eligible clients and submit required documents to the Agency for eligible clients’ cooling/heating needs, subject to Agency approval. Once approved, the Agency will pay the utility company on behalf of the Provider. The policies and procedures, ATTACHMENT XII, will be followed to ensure prompt payment.

6 & 7. Eligible households may be provided with one benefit per season up to six 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 upon approval of the transfer by the Agency.
- \*\*See ATTACHMENT VII, Exhibits A and B for the Directives governing the Weather-Related/Supply-Shortage funds.

**ATTACHMENT VII  
EXHIBIT A**

**DEFINITIONS - Administrative Expense, Grantee Outreach Expenses**

**ADMINISTRATIVE EXPENSES**

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 are 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 within required time frames,
- (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, and
- (25) Having supervisors read each case, show errors to staff, track corrections, and sign each worksheet when corrected.

ATTACHMENT VII

EXHIBIT B

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM  
BUILDING OWNER/AGENT AGREEMENT

It is agreed by and between \_\_\_\_\_ (Agency)  
and \_\_\_\_\_ (Owner), the Owner/Authorized Agent of the premises located at \_\_\_\_\_  
as follows:

The Emergency Home Energy Assistance Program (EHEAP) has determined that \_\_\_\_\_ (Tenant) is eligible for EHEAP benefits.

The parties to this Building Owner Agreement, for good and valuable consideration, agree that the EHEAP improvements listed below are subject to the following conditions:

1. The Owner agrees to permit the Agency to enter the above premises in order to evaluate specific heating/cooling equipment needs. Before the work begins on the building, a representative of the Agency will meet with the Owner to review the proposed work.
2. The Owner agrees to cooperate and assist the Agency to gather all documents necessary for the Agency to determine if the persons residing at the premises are eligible for EHEAP. The Agency shall gather and keep confidential the names and incomes of persons living at the premises within the law and rules governing the program.
3. The Agency agrees to perform the services in accordance with applicable codes, laws and regulations.
4. For a period of six months from the date of this agreement, the Owner and his or her heirs or assigns agrees not to evict the Tenant(s), except for cause, or to raise the rent except to recover costs demonstrably related to matters other than this work.
5. The Owner agrees that any portable heating equipment provided by the Agency is the sole property of the Tenant and that the Tenant may remove it when and if they vacate the property.
6. The Owner agrees that the Tenant has a responsibility, in part or in whole, for his/her energy bill.

This property will receive the following EHEAP services under this Agreement. Specify the work to be done:

\_\_\_\_\_  
\_\_\_\_\_

Owner/Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

Agency Representative \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT VIII

## EHEAP

September 2011 – March 2012

## Fiscal and Programmatic Agreement Report and Expenditure Schedule

Report	Report Name	Submit to the Agency on this Date
1	August Payment Transmittal Report	Sep 1 <sup>st</sup> & 16 <sup>th</sup>
2	August Case File Review	Sep 6 <sup>th</sup> & 21 <sup>st</sup>
3	September Payment Transmittal Report	Oct 1 <sup>st</sup> & 16 <sup>th</sup>
4	September Surplus/Deficit Report	Oct 15 <sup>th</sup>
5	September Case File Review	Oct 6 <sup>th</sup> & 21 <sup>st</sup>
6	EHEAP Enrollment and Exception Statistical Report # 2	Oct 10
7	October Payment Transmittal Report	Nov 1 <sup>st</sup> & 16 <sup>th</sup>
8	October Surplus/Deficit Report	Nov 15 <sup>th</sup>
9	October Case File Review	Nov 6 <sup>th</sup> & 21 <sup>st</sup>
10	November Payment Transmittal Report	Dec 1 <sup>st</sup> & 16 <sup>th</sup>
11	November Surplus/Deficit Report	Dec 15 <sup>th</sup>
12	November Case File Review	Dec 6 <sup>th</sup> & 21 <sup>st</sup>
13	December Payment Transmittal Report	Jan 1 <sup>st</sup> & 16 <sup>th</sup>
14	December Surplus/Deficit Report	Jan 15 <sup>th</sup>
15	December Case File Review	Jan 6 <sup>th</sup> & 21 <sup>st</sup>
16	EHEAP Enrollment and Exception Statistical Report # 3	Jan 10
17	January Payment Transmittal Report	Feb 1 <sup>st</sup> & 16 <sup>th</sup>
18	January Surplus/Deficit Report	Feb 15 <sup>th</sup>
19	January Case File Review	Feb 6 <sup>th</sup> & 21 <sup>st</sup>
20	February Payment Transmittal Report	Mar 1 <sup>st</sup> & 16 <sup>th</sup>
21	February Surplus/Deficit Report	Mar 15 <sup>th</sup>
22	February Case File Review	Mar 6 <sup>th</sup> & 21 <sup>st</sup>
23	March Payment Transmittal Report	April 1 <sup>st</sup> & 16 <sup>th</sup>
24	March Surplus/Deficit Report	April 15 <sup>th</sup>
25	March Case File Review	April 6 <sup>th</sup> & 21 <sup>st</sup>
26	EHEAP Enrollment and Exception Statistical Report # 4	April 10
27	Final Request for Payment / Closeout Report	April 20

Note # 1: 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.

## ATTACHMENT IX

REQUEST FOR PAYMENT INVOICE  
AND  
REQUEST FOR REIMBURSEMENT REPORT

Eheap 2011-2012

Provider Name

Month Invoice

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Program Code	Service Code	Current Month Request	YTD Requested	Contract Amount	Contract Balance	Percentage of Contract
Eheap 11/12	Admin	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Eheap 11/12	Outreach	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
		\$0.00	\$0.00	\$0.00	\$0.00	

\_\_\_\_\_

## EHEAP Enrollment and Exception Statistical Report

This report comes directly from CIRTS

ATTACHMENT XI

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 contract.					
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 or 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 gross household income is at or below 150% of the OMB Federal Poverty Level for household size.					
14. Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving Food Stamps.					
15. Verified household has not received DCA LINEAP 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 5 working days of receiving requested information.					
21. Appropriate benefit(s) provided.					
22. Written explanation provided on page 2, #7d when the need exceeds the \$600.00 limit.					
23. Benefit at or below \$600.00.					
24. The application is signed and dated by the supervisor <u>PRIOR</u> 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".

Reviewer's Signature

Date

DOEA FORM 211 Revised 12/2010

ATTACHMENT XII

## **Emergency Home Energy Assistance for the Elderly Program**

### **Policy & Procedures**

#### **Policy:**

The Area Agency on Aging (Agency) will coordinate the area aging network's participation in the Emergency Home Energy Assistance for the Elderly Program (EHEAEP). The Agency will conduct EHEAEP outreach activities as necessary to meet its contractual obligation. The Providers will complete the EHEAEP applications adhering to the energy crisis resolution guidelines and all other EHEAEP regulations. The Providers must maintain the client files for seven years. The Agency will issue payments to vendors on behalf of eligible clients.

#### **Procedures:**

Following the Application Instructions provided by the Department of Elder Affairs (DOEA), the Provider will work with the client to complete the EHEAEP application. Additionally, the program has Income Guidelines that must be followed. The Income Guidelines are updated by DOEA by Notice of Instructions. The Agency will transmit these Notices of Instruction to Providers, and it will be the responsibility of each Provider to use the current forms and guidelines to ensure program compliance.

In order to adhere to the energy crisis resolution guidelines, the provider must determine the following:

1. Is the applicant in a crisis situation?
2. Is the household in a life-threatening situation?
  - a. If yes, then the 18 hour rule is applicable.
  - b. If no, then the 48 hour rule is applicable
3. Will the maximum EHEAEP benefit resolve the crisis situation?
  - a. If yes, then process the application.
  - b. If no, then deny the application.

Each Provider must maintain its EHEAP client files for seven years. Each client must have an individual case file that includes the following:

- Completed application for EHEAEP services (The contractor is responsible for using the most recent application issued by the department through the Notice of Instruction process.);
- Names, ages and identification documentation of all household members;

- Income amount and method of verification for all household members;
- Age and income documentation to support eligibility;
- Statement of self declaration of income, if applicable;
- Statement of maintenance if household income is less than 50% of the Federal Poverty Level;
- Documentation of consumer's obligation to pay an energy bill;
- Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased or copies of repair bills;
- Copies of approval or denial letters provided to the applicant;
- If preference is given due to a disability, documentation of such, i.e., disability income or physician's statement; and
- Documentation of referrals to LIHEAP, CSBG and WAP.

Each case file must be reviewed for completeness. The File Review Form (**Attachment XI**) is to be used and must be placed at the front of the file.

Once an application is approved by the Provider, the client's information is added to Payment Transmittal form (**Attachment XIII**). A Payment Transmittal is prepared for each vendor. The Provider must complete the form by entering the name of the vendor, the name of the staff person preparing this form and the name of the staff person approving this form. An energy vendor is defined as either an electric or gas utilities company. Electronically, the Provider will submit semi-monthly on the 1st & 16<sup>th</sup> the Transmittal Summary (**Attachment XIII**), and the related Payment Transmittal forms to the Agency's Fiscal Grant Manager and Program Manager.

For every Transmittal Summary submitted, the Agency's Program Manager will select a 10% sample of client files to be reviewed for program compliance. If the 10% sample has findings exceeding 25% of the sample size, then the sample size will be doubled. If the findings still exceed 25%, 100% of client files will be reviewed. The Program Manager will complete the client file review within 5 days of the submission date. Once all client files have been reviewed and authorized by the Program Manager, the vendor payments will be issued.

Payment for the clients still under review will not be made to the vendor until all findings are resolved. If the Provider is unable to present the necessary client file documentation, the Agency will remove the client's name from the Payment Transmittal form and the Transmittal Summary will be adjusted accordingly. Once the Provider submits all the requested documentation, the Program Manager will review. The Program Manager will notify the Provider and the Fiscal Grant Manager of the decision. If approved or denied, the Provider will add the client to the next report. If denied, the Agency will make the payment to the vendor. However, the Provider is responsible for reimbursing the Agency for the disallowed cost.

The Agency will conduct EHEAEP outreach activities as required by its contract with DOEA focusing on rural and underserved areas. The following is a list of potential activities:

- Develop flyers for the cooling and heating seasons;
- Place ad in the Agency's magazine which reaches over 5,000 elders quarterly;
- Run Public Service Announcements;
- Provide flyers for distribution at meal sites and senior centers;
- Supply service providers with flyers;
- Coordinate with related outreach activities of the internal programs the Agency directs; and
- During information, referral and assistance calls as well as during the Aging Resource Center intake and triaging process.

**ATTACHMENT XIII**

PAYMENT TRANSMITTAL

EHEAP Program

Budget Account #

Agency Name: DIVISION OF SENIOR SERVICES

Date Range : 04/01/2010-03/31/2011

Vendor Name: FLORIDA POWER AND LIGHT

Transmittal Date:

Prepared By:

Approved By:

Account Name	SSN	Client's Name if Different	Service Address	Account#	Application Approved Date	Amount Approved
TRANSMITTAL TOTAL:						

**Oath of Not for Profit Status**

Contract or Agreement Number: IP011-9500

As an authorized representative for the Provider identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a "not for profit" (non-profit) organization as defined in section 5011(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Agency will be notified in writing immediately.

\_\_\_\_\_  
Name of Provider entity

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed name and **Title** of Authorized Representative

\_\_\_\_\_  
Date of Oath

(Revised February 2004)

**Attestation Statement**

Agreement Number IP011-9500  
Amendment Number N/A

I, KAREN T MARCUS, CHAIR, attest that no changes or revisions have been made to  
(Provider Representative)

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
--------------------------------------	------

Department of Elder Affairs Programs & Services Handbook available at the Department's Intranet site under "Publications".

## ATTACHMENT B

CIVIL RIGHTS COMPLIANCE CHECKLIST							
Program/Facility Name				County		ALA/Contractor	
Address				Completed By			
City, State, Zip Code				Date		Telephone	

**PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.**

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

\_\_\_\_\_

\_\_\_\_\_

2. **POPULATION OF AREA SERVED.** Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. **STAFF CURRENTLY EMPLOYED.** Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. **CLIENTS CURRENTLY ENROLLED OR REGISTERED.** Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. **ADVISORY OR GOVERNING BOARD, IF APPLICABLE**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

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

6. Is an Assurance of Compliance on file with DOE? If N/A or NO, explain.

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

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

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

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

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain.

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain.

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If N/A or NO, explain.

N/A YES NO  
☐ ☐ ☐

\_\_\_\_\_

\_\_\_\_\_

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

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐ If N/A or NO, explain. N/A YES NO  
☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER  
☐ \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race,

- color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
  13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
  14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
  15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
  16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    - b. Modify policies and practices that do not meet Section 504 requirements.
    - c. Take remedial steps to eliminate any discrimination that has been identified.
    - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
  17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
  18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
  19. Continuing steps must be taken to notify employees and the public of the program/facility's

policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT C

Provider's State Contracts List

REPORT PERIOD: From \_\_\_\_\_  
To \_\_\_\_\_

PROVIDER INFORMATION

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
FED: \_\_\_\_\_ Contact: \_\_\_\_\_

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Type of Service	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total:									

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ATTACHMENT D**

**EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

**Background**

The Area Agency is awarding the Palm Beach County Board of County Commissioners Community Care for Elderly funds for the 2011 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

**Justification**

The Palm Beach County Board of County Commissioners will be providing CCE services to CCE eligible clients beginning July 1, 2011; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2011. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

**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 July 1, 2011.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Title**

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

\_\_\_\_\_

**Date**