

Submitted By: Community Services
Submitted For: Division of Senior & Veteran Services

1. EHEAEP Amendment 004
2. Intake Center Referral Agreement EHEAEP
3. Budget Amendment

DocuSigned by:
James Green
Recommended By: _____ 6/01/2021
Department Director Date
Approved By: _____ 6/9/21
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	7,121	14,241	14,241		
External Revenue	(7,121)	(14,241)	(14,241)		
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0		

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes No X
Does this item include the use of federal funds Yes X No

Budget Account No.:
Fund 1006 Dept. 144 Unit 1483 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding sources are Federal funds.

Total Funding	1483
Funds	EHEAP
Grant/Award	35,604
Match (10%)	0
NSIP	0
Program Income	0
Annual Budgeted County Funds	0
Total	35,604

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

- A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Mente 6/7/21
OFMB AP 6/3 LM 6/3

Ann J. Jacobson 6/9/21
Contract Development and Control 6-8-21 TD
- B. Legal Sufficiency:
Sean Adel Williams (for) Helene Huizd
Senior Assistant County Attorney
- C. Other Department Review:

Department Director

Amendment 004

IP019-9500

This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the “Agency” and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Provider,” and collectively referred to as the “Parties”, amends Agreement IP019-9500.

The purpose of this amendment is to transfer \$22,328.00 from Outreach to Crisis Assistance, and (1) amends paragraph 4 of the Standard Agreement; and (2) revises and replaces Attachment IX Budget Summary.

(1) Paragraph 4 of the Standard Agreement is hereby amended to read:

4. Agreement Amount:

The Agency agrees to pay for agreed services according to the terms and conditions of this Agreement in an amount not to exceed **\$6,500.00** subject to the availability of funds. The Agency will provide a spending authority in the amount of \$207,805.00 for client services. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

Amendment 004

IP019-9500

(2) Attachment IX Budget Summary is replaced with the following Attachment IX:

ATTACHMENT IX
BUDGET SUMMARY
EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM
FY 2019 - 2020
BUDGET SUMMARY

PSA: 9

PROVIDER: Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

	Total Award
TOTAL ADMINISTRATIVE BUDGET	\$1,200.00
TOTAL OUTREACH BUDGET	\$5,300.00
CRISIS ASSISTANCE	\$207,805.00
WEATHER RELATED/SUPPLY SHORTAGE CRISIS**	\$0.00
TOTAL	\$ 214,305.00

Projected minimum number of Individuals to be served Crisis Energy Assistance * 59

*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.

**Weather Related/Supply Shortage funds are a set-aside for emergency assistance. These funds must be held in this budget line item category until November 1 of the program year, for use in response to a possible disaster.

Amendment 004

IP019-9500

This amendment shall be effective on the last date that the amendment has been signed by both Parties.

All provisions in the Agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the Agreement.

This amendment and all of its attachments are hereby made a part of this Agreement.

Amendment 004

IP019-9500

IN WITNESS WHEREOF, the parties hereto have caused this 5 page amendment to be executed by their officials there unto duly authorized.

Provider: Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

SIGNED BY: _____
Dave Kerner, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

TITLE: _____

BY: _____
Deputy Clerk

DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

DocuSigned by:
Helene C. Huizd
BF3DF20B2223413...
Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James Green
BF34EF22BFDF492...
Department Director

Amendment 004

IP019-9500

Attestation Statement

Agreement Number IP019-9500

Amendment Number 004

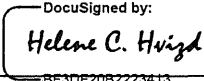
I, Dave Kerner, Mayor, attest that no changes or revisions have been made to
(Provider Representative)

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, a political subdivision of the State of
Florida, by and through its 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 effect on the agreement/contract content.

Signature of Provider Representative

Date

Approved As To Form and Legal Sufficiency

By: 
Assistant County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court
Palm Beach County

By: _____
Deputy Clerk

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
INTAKE CENTER REFERRAL AGREEMENT

This Referral Agreement between the **Area Agency on Aging of Palm Beach/Treasure Coast, Inc.** (Agency) and **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** (Intake Center). This referral agreement is in effect for a period of time that is equal to the Intake Center's voluntary enrollment period in the EHEAEP program. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the energy needs of the aged. Another purpose of this agreement is to enable eligible elderly participants to access the EHEAEP program in a convenient manner by going to the intake center nearest to their place of residence. Both parties agree to and will treat each participant with dignity and respect.

1. Objectives

- 1.1 To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- 1.2 To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to EHEAEP benefits and share appropriate information so duplication may not occur.
- 1.3 To establish an effective working relationship between the Intake Center responsible for the initial assessment and verification of need, and the Agency that is responsible for management and oversight of the EHEAEP program.

2. Term of Agreement

- 2.1 This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time April 1, 2021 and shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time September 30, 2023.

3. Under this Agreement, the Intake Center agrees to the following:

- 3.1 To accept referrals at large from any elderly individuals in the community experiencing an energy emergency crisis and in need of assistance.
- 3.2 To provide quality service(s) to the EHEAEP applicant.
- 3.3 To obtain all documentation required under EHEAEP guidelines in order to establish that an energy crisis exists and that the applicant meets all pertinent eligibility requirements.
- 3.4 To maintain the EHEAEP applicant's confidentiality according to 42 CFR 431.301.
- 3.5 To provide bi-weekly a transmittal report detailing assistance to the Fiscal Manager at the Agency.
- 3.6 To adhere to the requirements and the policies and procedures outlined in the EHEAEP manual.
- 3.7 Any Intake Center staff receiving and/or assisting with EHEAEP applications are paid from non-federal resources.
- 3.8 The Intake Center agrees to maintain all information on case approval and processing for a period of six years.
- 3.9 The Intake Center will submit an invoice monthly for the number of cases served with EHEAP funds, the number of cases served by referral to other community resources for energy assistance, and the number of cases ineligible or denied crisis assistance.
- 3.10 The Intake Center shall provide quarterly a EHEAP Outreach Activity Report which shall consist of the following:
 - a. Date;
 - b. County;
 - c. Location Address;

- d. Description of Activity; and
- e. Name and Position of Staff.
- 3.11 Invoicing and payments will be governed in accordance with the provisions of Section 215.422, F.S.
- 3.12 The Intake Center shall submit requests for payment to the Agency on Agency-approved forms.

4. Under this Agreement, the Agency agrees to the following:

- 4.1 To oversee the processing of all requests for assistance on behalf of eligible elderly individuals.
- 4.2 To provide technical assistance and training to the Intake Center.
- 4.3 To transmit payment to the utility vendor within seven days of the transmittal from the Intake Center.
- 4.4 Provide a schedule for submission of invoices at least once per year.
- 4.5 Provide a schedule of initial funding from 04/01/2021 to 09/30/2022.
- 4.6 Notify the Intake Center of the when a change occurs to the following items:
 - EHEAP Fiscal Year
 - Number of crisis payments allowed
 - Benefit amount limit per year
 - Administrative reimbursement allowance

5. Payment Method Used

5.1 Unit Rate

- a. The method of payment for this Agreement is a combination of Fixed-Fee/Unit Rate, and Cost Reimbursement, subject to the availability of funds.
- b. The Agency will pay the Intake Center an initial rate of \$27.60per EHEAP application intake.
- c. The rate may be adjusted annually through the unit cost methodology process.

5.2 Cost Reimbursement

- a. Payment shall only be for Administrative Costs, per the limits established by the Agency.

6. Background Screening

The Intake Center shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department of Elder Affairs level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Intake Center must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Intake Center shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) within thirty (30) days of execution of this Agreement. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

7. Termination

In the event this agreement is terminated, the Intake Center agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

7.1 Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7.2 Termination for Breach

Unless a breach is waived by the Agency in writing, or the parties fail to cure the breach within the time specified by the Agency, the Agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this 3 page agreement to be executed by their undersigned officials as duly authorized.

Provider:

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

SIGNED BY: _____

Dave Kerner, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: Deputy Clerk

DATE: _____

Federal Tax ID: 59-000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Helene C. Huizd

Assistant County Attorney

Approved as to terms and conditions

DocuSigned by: James Green

Department Director

21 - _____

Attachment 3

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

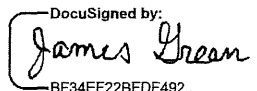
BGEX - 144 - 050521*1359
BGRV - 144 - 050521*493

FUND (1006) - DOSS - Administration

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 5/5/2021	REMAINING BALANCE
REVENUE								
<u>DOSS-CCE</u>								
144 1443	8000 Tr Fr General Fund Fd 0001	1,315,241	1,315,241		15,000	1,300,241		
<u>EHEAP</u>								
144 1483	3168 Fed Grant Indirect - Human Services	11,358	22,328		15,207	7,121		
144 1483	8000 Tr Fr General Fund Fd 0001	121,411	121,411	15,000		136,411		
Total Revenue		10,407,946	15,126,814	15,000	30,207	15,111,607		
EXPENDITURE								
<u>DOSS-CCE</u>								
144 1443	3401 Other Contractual Services	2,140,052	2,262,678		15,000	2,247,678	1,221,729	1,025,949
<u>EHEAP</u>								
144 1483	4007 Travel-Mileage	1,142	13,312	15,000	15,207	13,105	5	13,100
Total Expenditures		10,407,946	15,126,814	15,000	30,207	15,111,607	1,221,734	13,889,873

COMMUNITY SERVICES
INITIATING DEPARTMENT/DIVISION James Green
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date 5/26/2021

By Board of County Commissioners
At Meeting on June 15, 2021

Deputy Clerk to the
Board of County Commissioners