

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract No. JM014-10-2017, and its successor, incorporated herein by reference

I. Contractor Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in Attachment I of this contract.

B. Final Request for Adjustments:

1. Final request for budget revisions or adjustments to contract funds based on expenditures for services provided through March 31, 2018 must be submitted to the Council by March 31, 2018.

II. The Council Agrees:

A. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$30,250.09** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Obligation to Pay:

The Council’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. Source of Funds:

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the Contractor pursuant to this contract are derived from state grant and aids appropriations through the State of Florida Department of Elder Affairs and consist of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Emergency Home Energy Assistant Program	2017 - 2018	United States Department of Health and Human Services	93.568	\$30,250.09
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$30,250.09

III. Contractor and Council Mutually Agree:

A. Term of Contract

This contract will begin on April 1, 2017 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on March 31, 2018.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the

same procedures as outlined in Paragraph 51 and Paragraph 53 of the Master Contract.

C. Contractor Responsibility

Notwithstanding the pass through language contained in Paragraph 23 of the Master Contract, the Contractor maintains responsibility for the performance of all subcontractors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information

1. The name, address, and telephone number for the Council for this Contract is:

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

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

Jay Shechter, Project Director
City of Pembroke Pines, Florida / Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, FL 33026
954-4506-888

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

4. The name (Contractor name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center
301 NW 103rd Avenue
Pembroke Pines, FL 33026
954-4506-888

5. The name, address, and telephone number of the Contract Manager for the Council for this contract is:

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

IN WITNESS THEREOF, the parties hereto have caused this 35 page contract to be executed by their undersigned officials as duly authorized.

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

Charles F. Dodge

NAME:

City Manager

TITLE:

DATE:

FEDERAL ID NUMBER: 59-0908106

FISCAL YEAR-END DATE: September 30

024-485-310

DUNS* Number

*Data Universal Numbering System

SIGNED BY:

THEODORA WILLIAMS

NAME:

PRESIDENT

TITLE:

DATE:

ATTACHMENT I

**STATEMENT OF WORK
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)**

SECTION I – SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF ACRONYMS

CIRTS - Client Information and Registration Tracking System
DEO – Department of Economic Opportunity
EHEAP - Emergency Home Energy Assistance Program
FFATA - Federal Financial Accountability and Transparency Act
LIHEAP - Low Income Home Energy Assistance Program
MOU - Memorandum of Understanding
OMB - Office of Management and Budget
SNAP – Supplemental Nutrition Assistance Program
SSI – Social Security Income
WAP - Weatherization Assistance Program

1.1.1 PROGRAM SPECIFIC TERMS

- (1) **18 hours** – The timeframe by which all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and documenting the eligible action taken in the client file.
- (2) **Caseworker** – Person who has the responsibility of determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet (Page two of Department Form 114), and awarding crisis benefits.
- (3) **Caseworker Signature Date** – The date that the client’s completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
- (4) **Client Application Date** -The date the application is completed (whether by self or with assistance) and signed by the elder. Signatures must be in ink. Rubber-stamped signatures will not be accepted. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, and must sign with an “X”, two witnesses are required.
- (5) **Crisis** - A home cooling or heating crisis exists when an elder has no access to, or is in immediate danger of losing access to needed home energy.
- (6) **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
- (7) **Date of Resolution** – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department’s Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine whether or not the eighteen (18) hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
- (8) **Date Stamp** –The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used and the date shall not be changed. The 18 hour rule for crisis resolution begins when the application is date stamped.

- (9) **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) payment from the Social Security Administration.
- (10) **Elder** – An individual aged sixty (60) years or older.
- (11) **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis.
- (12) **Energy Subsidy** - Utility costs paid directly or indirectly to the elder who lives in government –subsidized housing.
- (13) **Household** – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
- (14) **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
- (15) **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
- (16) **Minimum Level of Service** – Three crisis benefits per month.
- (17) **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of heating/cooling device; and/or the repair of a heating/cooling device.
- (18) **Priority for Assistance** – Households with the highest home energy needs and lowest household income, determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
- (19) **Provider** – The entity that is awarded a contract, subcontract or has entered into a Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this contract, the terms “Provider” and “Contractor” may be used interchangeably.
- (20) **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
- (21) **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
- (22) **Service Unit** – One individual (elder) served with crisis energy assistance.
- (23) **Social Security Number** – The number on an elder’s Social Security card, or an award or determination letter from an entity, such as a government agency that has already verified the social security number.
- (24) **Supervisory/Peer Review Date** – The date that a supervisor or peer reviewed the application and documentation, and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination, payment amounts, and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
- (25) **Verification Date** – The date the caseworker verified previous Low Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or the minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

1.2 MISSION STATEMENT

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the Department of Elder Affairs 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

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the Department by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency. Eligible households may receive one crisis assistance benefit up to a maximum of \$600.00 in the cooling season and one crisis assistance benefit up to a maximum of \$600.00 in the heating season. These funds are intended to be used to make payments to utility companies and/or fuel suppliers; purchase blankets, portable heaters, fans, and air conditioners; repair or replace existing heating or cooling equipment; pay deposits, late fees, or disconnect and reconnection fees; provide temporary emergency shelter; or resolve other heating and cooling emergencies.

1.3.2 Authority

The relevant federal and state authorities 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, Subpart H;
- (5) Section 409.508, F.S.;
- (6) Chapter 73C-26, F.A.C.;
- (7) State of Florida LIHEAP Policies and Procedures Manual; and
- (8) Low Income Home Energy Assistance Program State Plan.

1.3.3 Scope of Service

The Contractor 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 cooling (summer) crisis benefit during the period from April 1 to September 30 and one heating (winter) crisis benefit between October 1 to March 31 each year. An applicant's eligibility for crisis benefits is not related to the agency's contract periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by the Department of Economic Opportunity (DEO). When benefits are distributed for a weather-related/supply shortage emergency, the contractor agrees to comply with directives provided by the Council as to the allowable expenditures of these funds.

The services provided under this contract will be in a manner consistent with and described in Attachment I, SECTION II: MANNER OF SERVICE PROVISION. The Contractor, in collaboration with its EHEAP program partners will 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

Contractor will comply with program requirements as outlined in the following documents, which are incorporated into this contract by reference:

- (1) Low Income Home Energy Assistance Program State Plan, <http://www.floridajobs.org/fhcd/LIHEAP/Draft2015LIHEAPModelStatePlan.pdf>; and

- (2) The State of Florida Low Income Home Energy Assistance Program (LIHEAP) Policies and Procedures Manual, http://elderaffairs.state.fl.us/doea/notices/sept15/_LIHEAP%20Manual%20Final_OCTOBER%202015.pdf.

1.3.5 Major Program Goals

The Emergency Home Energy Assistance is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency. The program allows for payments to utility companies and/or fuel suppliers; for the purchase of blankets, portable heaters, fans, and air conditioners; for the repair or replacement of existing heating or cooling equipment; or the payment of deposits, late fees, disconnect and reconnection fees; for the provision of temporary emergency shelter; or to resolve other heating and cooling emergencies. The program also provides eligible elders with weather-related/supply shortage emergency benefits when authorized by the DEO.

1.3.6 Crisis Assistance

A home cooling or heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been cut off;
- (2) The elder has been notified that the energy source for cooling or heating will soon be cut off;
- (3) The elder has a bill or notice for which the due date has lapsed;
- (4) The elder has received a notice indicating the energy source is delinquent or past due;
- (5) The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
- (6) The elder has other problems with lack of cooling or heating in the home.

1.3.7 Allowable Categories for Crisis Assistance

- (1) Utility payments for heating/cooling bill assistance:
 - a. Electric
 - b. Gas
 - c. Propane
 - d. Wood/coal
 - e. Refillable fuels
- (2) May be used to pre-pay home energy usage:
 - a. The elder should be within seven (7) days of using the remaining balance of energy source pre-purchased, power is currently disconnected/shut off, or the elder needs a deposit.
 - b. Use the LIHEAP Income Matrix to determine the benefit amount.
- (3) Contractor may make several crisis benefit payments for a household to resolve a single crisis, thus allowing for the purchase or repair of fans, blankets, air conditioners, or heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis benefit of \$600.
- (4) Crisis situations may involve a heater or air conditioner that is powered by both gas and electricity, in which case, both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit of \$600.
- (5) Water, sewer, and garbage charges may not be paid unless included on a utility bill and required as part of the energy portion of the bill to maintain service to the household and does not exceed the maximum limit of \$600.
- (6) Repair or replacement of heating/cooling unit is allowable within the maximum limit of \$600, provided any required installation or repair work is completed by a licensed contractor.

- (7) Deposits to connect or restore energy is allowable, not to exceed the maximum limit of \$600.
- (8) Late fees, disconnect, and reconnect fees are allowable, not to exceed the maximum limit of \$600.
- (9) Charges from a previous account held by the elder that is now closed are allowable, not to exceed the maximum limit of \$600.
- (10) Payment to landlord when utility costs are included in the elder's rent is allowable, not to exceed the maximum limit of \$600.
- (11) Temporary emergency shelter is allowable, if due to energy related crisis, not to exceed the maximum limit of \$600.

1.4 INDIVIDUALS TO BE SERVED

1.4.1 General Description

EHEAP serves low-income households with at least one individual age 60 or older, experiencing a home energy heating or cooling emergency. A household receiving EHEAP services may not have an income above 150 percent of the poverty level as published by the United States Department of Health and Human Services. The guidelines and effective date are transmitted by the Department of Elder Affairs to the Council and will be provided to the Contractor upon receipt.

1.4.2 Individual Eligibility

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

- (1) Be aged sixty (60) or older;
- (2) Reside in the EHEAP service area (Broward County) at the time the home energy costs were incurred;
- (3) Complete and return an EHEAP application with all required information and verification to the Contractor while funds remain available;
- (4) Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- (5) Possess a total gross household income of not more than 150% of the OMB federal poverty level for the size of the household;
- (6) 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;
- (7) Not be a student living in a dormitory;
- (8) Experience a verifiable home heating or cooling crisis as defined in Section 1.4.3 and 1.4.4 of this contract;
- (9) Legally reside in the State of Florida.

1.4.3 Cooling Crisis (Summer)

A home cooling crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:

- (1) The elder's home cooling energy source has been cut off;
- (2) The elder has been notified that the energy source for cooling will soon be cut off;
- (3) The elder has a bill or notice for which the due date has lapsed;
- (4) The elder has received a notice indicating the energy source is delinquent or past due; or
- (5) The elder has other problems with lack of cooling in the home.

1.4.4 Heating Crisis (Winter)

A home heating crisis exists when an elder has no access or is in immediate danger of losing

access to needed home energy because one or more of the following conditions are present:

- (1) The elder's home heating energy source has been cut off;
- (2) The elder has been notified that the energy source for heating will soon be cut off;
- (3) The elder has a bill or notice for which the due date has lapsed;
- (4) The elder has received a notice indicating the energy source is delinquent or past due;
- (5) The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
- (6) The elder has other problems with lack of heating in the home.

1.4.5 Government Subsidized Housing and Utility Subsidies

The Contractor 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 Contractor 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.
- (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder 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.

1.4.6 Means Tested Programs

Elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI) may use program qualification approvals or notifications to document household size and income. Consumers shall meet program income eligibility guidelines and possess a total gross household income of not more than 150% of the OMB Federal poverty level for the size of the household. The benefit level is the same as that of other qualified elders.

- 1.4.7** Obtain a signed statement of maintenance from the elder explaining how basic living expenses, i.e., food, shelter and transportation are being provided, if the total household income is less than fifty (50) percent (%) of the current federal poverty guidelines and no one in the household is receiving SNAP;

- 1.4.8** Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 – September 30, and one approved crisis assistance benefit during the heating season, October 1 – March 31.

1.4.9 Social Security Number Requirement

Social Security Numbers and documentation of that number are required for all household members.

1.4.10 Calculation of Income Eligibility

Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized, or the elder's current economic situation. Contractors shall reference the current year DEO Sources of Income to determine what is considered allowable income.

- 1.4.10.1** Total household income cannot exceed one hundred fifty (150) percent (%) of the current federal poverty guidelines; and

- 1.4.10.2** Obtain a self-declaration from household members eighteen (18) years or older claiming zero income. Self-declarations must be completed and signed by the household member who is claiming zero income.

SECTION II – MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

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

- (1) Consumer Outreach;
- (2) Program Partners and Stakeholders Coordination;
- (3) Applicant's Benefit Eligibility Determination; and
- (4) Benefit Disbursement

2.1.1 Consumer Outreach

To ensure that households in Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake consumer outreach initiatives designed to inform potentially eligible households in Broward County 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:

- 2.1.1.1** 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;
- 2.1.1.2** Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;
- 2.1.1.3** Developing and implementing a written procedure regarding making home visits to homebound elderly persons for completion of the program application and eligibility determination when other assistance is not available.
- 2.1.1.4** 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.
- 2.1.1.5** Providing information provided by the Council concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).
- 2.1.1.6** Complete the EHEAP Outreach Plan Survey, Attachment VII, to demonstrate the outreach efforts to inform potentially eligible households about EHEAP. The EHEAP Outreach Plan Survey is required to be submitted by Contractor to the Council Contract Manager on or before **April 17, 2017**.

2.1.2 Program Partners and Stakeholders Coordination

The Contractor 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 and communicating with the DEO LIHEAP Contractors in the respective services areas to prevent the duplication of benefits to consumers. Additionally, the Contractor 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** The Contractor will establish a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and the WAP agency to assure coordination and referrals. The MOU shall be reviewed and renewed at least every five years. The Contractor, 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 Contractor will maintain copies of all MOUs in each contract file.
- 2.1.2.3** The Contractor will establish a Memoranda of Understanding (MOU) with Broward County LIHEAP Contractors. The Contractor will ensure coordination of services, avoid duplication of assistance, increase the quality of services provided to elderly participants. The MOU shall require LIHEAP providers to refer individuals 60 year old and up to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five years. The Contractor will maintain copies of all MOUs in each contract file. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs must be applicable to the Contractor's current EHEAP program requirements and guidelines.
- 2.1.2.4** Developing agreements with home energy vendors that benefit consumers. The Contractor will maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors must contain, at minimum the following conditions:
- (1) The beginning and ending date of the agreement
 - (2) The Vendor Agreement must include a process for identifying the Contractor's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the Contractor.
 - (3) The Vendor Agreement must include a process for identifying the Vendor's representatives authorized to resolve a crisis.
 - (4) A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no Vendor-Contractor agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the Contractor's purchasing policies and only with written approval of the Contractor's management.
 - (5) Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
 - (6) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - (7)) A statement that only energy-related elements of a utility bill are to be paid. No water and sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the elder or Contractor;

- (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a bad check or meter tampering, and that the vendor is aware that those charges are the responsibility of the consumer.
- (9) Assurance from the energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;
- (10) Details on how the vendor will assist the Contractor in verifying the EHEAP applicant's account information and in the case of crisis assistance make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
- (11) The Contractor's commitment to make payment to the vendor within forty-five (45) days of the date of crisis resolution.
- (12) A description of when EHEAP payments made to the vendor cannot be applied to the client's account, the funds will be returned to the Contractor or with the Contractor's approval applied to another eligible customer's account.
- (13) The agreement will be reviewed by both parties at least every 2 years.
- (14) Vendor agreements must be signed by a representative of both the Contractor and the vendor who has authority to bind the entity and enter into such commitments.
- (15) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the vendor's name must be checked on EPLS: <https://www.epls.gov/>. The business name on the vendor agreement must match the legal business name on the State of Florida website.
- (16) An assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the energy vendor; \
- (17) An assurance that energy vendors are aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO;

2.1.2.5 The Contractor shall submit to the Council Contract Manager a copy of all vendor agreements, and any subsequent changes or renewals, between the Contractor and home energy vendors.

2.1.3 Applicant's Benefit Eligibility Determination

The Contractor shall begin taking applications for EHEAP services upon full execution of this contract, and continue taking applications until the contract expires or funds are exhausted. The Contractor will not accept applications when funds are exhausted for a particular time period. The Contractor shall, meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

2.1.3.1 Provide assistance to consumers in completing the Department of Elder Affairs provided applications for assistance and determining eligibility.

2.1.3.2 Treat homeowners and those who rent equitably under this contract.

2.1.3.3 Ensure that no one is excluded from program participation on the grounds of age, race, color, national origin, sex, sexual orientation, gender, gender expression or disability, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.

- 2.1.3.4** Provide all consumers a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution that includes:
- (1) Type and amount of assistance;
 - (2) Name of the energy vendor to be paid on elder's behalf;
 - (3) The next date when the elder will be eligible to apply for further assistance; and
 - (4) Contractor's appeal process
- 2.1.3.5** The Contractor will develop written consumer appeal procedures that provide an opportunity for a fair administrative hearing to individuals whose application for assistance are denied or whose applications are not acted upon with reasonable promptness. "Reasonable promptness" shall be defined as within fifteen (15) working days of receiving the client's completed application.
- 2.1.3.6** Within fifteen (15) working days of receiving the elder's application, any consumer denied EHEAP services must be provided a written Notice of Denial and Appeal. At a minimum, the written Notice of Denial and Appeal shall contain:
- (1) Name of the elder;
 - (2) Date of application;
 - (3) Type of benefit sought;
 - (4) Reason(s) for denial;
 - (5) Statement on Contractor's benefit limits, if applicable;
 - (6) Appeal process;
 - (7) Explanation of under what circumstances the elder may reapply;
 - (8) Information or documentation needed for the elder to reapply;
 - (9) The name, address, and phone number applicable to the appeal process; and
 - (10) Number of days the elder has to file the appeal.
- 2.1.3.7** At a minimum, Contractor's appeal process must provide an opportunity for elders to file a written appeal or complaint with Contractor's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
- (1) Upon receipt of a validly filed appeal or complaint, Contractor must respond in writing within ten (10) working days;
 - (2) The elder may appeal Contractor's first response by filing its objections to the response with Contractor's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response;
 - (3) Upon receipt of a validly filed objection to the first response, Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstance under which the elder may reapply for services.
- 2.1.3.8** 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 elders.
- 2.1.3.9** 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.
- 2.1.3.10** Ensure that all eligible applicants meet the eligibility requirements as stated in this contract.
- 2.1.3.11** Ensure no consumer fees are charged, nor donations accepted, from a consumer in order to receive EHEAP benefits. The Contractor 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”.

- 2.1.3.12** The Contractor will compare Low Income Home Energy Assistance Program (LIHEAP) records and Emergency Home Energy assistance for the Elderly Program (EHEAP) records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and shall maintain documentation sufficient to ensure compliance with this requirement.
- 2.1.3.13** Maintain a written policy and implement procedures to protect and secure elder applicants’, and household members’, information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. Contractor shall, in collecting elders’, and household members’, social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this contract by reference, (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file.
- 2.1.3.14** The Contractor will develop and implement a written policy and procedure to assure that all energy assistance payment made to energy vendors comply with the requirements of Section 2.1.2 of Attachment I.
- 2.1.3.15** Contractor shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).
- 2.1.3.16** Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, Contractor may limit crisis benefits to less than those stated in Section 1.3.4. Policy changes concerning the amount of crisis benefits available to elders require Council approval, and notification to current and potential elders of the change.
- 2.1.4 Benefit Disbursement**
- 2.1.4.1** Contractor shall implement appropriate program management and operational controls to ensure all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and shall document in the client file that the crisis was resolved within eighteen (18) hours.
- Eligible actions include:
- (1) Approval of application;
 - (2) Denial of application pending further information;
 - (3) Denial of application because elder is deemed ineligible;
 - (4) Contact with utility vendor to halt utility disconnection or interruption in services; or
 - (5) Written referral to another community agency, along with assistance to the applicant in contacting the agency, another agency if EHEAP funding is not available or the elder is ineligible.

2.1.5 Contractor Responsibilities

- 2.1.5.1** Making vendor payments directly to fuel providers on behalf of eligible consumers, or only in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check.
- 2.1.5.2** 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 of Elder Affairs. The maximum crisis benefit for this contract period is \$600.00 per household per season.
- 2.1.5.3** 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.
- 2.1.5.4** Making home energy payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.
- 2.1.5.5** Making payments on behalf of those consumers with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.
- 2.1.5.6** Refunding to the Council, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.
- 2.1.5.7** 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 period are exhausted and consumers are subsequently denied.
- 2.1.5.8** 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.
- 2.1.5.9** Developing a written policy 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.
- 2.1.5.10** Ensure appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP policies and procedures.
- 2.1.5.11** Ensure the provision of training for all providers and staff members assigned responsibilities within the program.

2.2 SERVICE DELIVERY

2.2.1 Service Delivery Location

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

2.2.2 Service Times

The Contractor shall provide the services listed in this contract at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to

5:00pm. Contractor shall publish its service delivery location, toll-free telephone number and normal business hours.

2.3 DELIVERABLES

Deliverable is defined as certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract. The Deliverable shall be reported monthly on Contractor's Request for Payment.

2.4 REPORTS

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

2.4.1 Contractor shall report monthly the following on Contractor's Request for Payment, Attachment IV, as described in Section 3.2 of this Contract:

- (1) The total elders aged 60 or older, that receive crisis energy assistance for the reporting month, that is at or below 150 percent of the poverty level, and
- (2) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract.

2.4.2 Program Reports

2.4.2.1 Emergency Home Energy Assistance for the Elderly Statistical Report

Contractor shall ensure timely and accurate CIRTS data entry of EHEAP activity and submit to the DOEA Contract Manager the service report entitled "EHEAP Summary" from CIRTS. The report shall reflect the use of EHEAP in each county in the PSA and shall be inclusive of all elders applying for crisis energy assistance during the reporting month or period. The report shall be submitted based on the following schedule:

Report	Report Period	Season	Date Due to Council
1	04/01/17 – 06/30/17	Cooling Season	July 14, 2017
2	07/01/17 – 09/30/17	Cooling Season	October 13, 2017
3	10/01/17 – 12/31/17	Heating Season	January 15, 2018
4	01/01/18 – 03/31/18	Heating Season	April 13, 2018

The parameters for the EHEAP Summary Report for the program year shall be:

- (1) PSA
- (2) Provider
- (3) All Locations
- (4) Current Reporting Period

2.4.2.2 Outreach Plan Survey

Contractor shall submit to the EHEAP Contract Manager the EHEAP Outreach Plan Survey, Attachment VII. The purpose of the Outreach Plan Survey is to delineate all activities and efforts for the program year. The EHEAP Outreach Plan Survey is due on **April 15, 2017**.

2.4.2.3 Program Effectiveness Reports

The Contractor agrees to provide to the Council other service reports on the effectiveness of the program and include statistics and information that the Council may require. The report period shall begin with the effective date of this contract in a format and according to a schedule provided by the Council for each report.

2.4.2.4 Records and Documentation

Contractor will maintain a separate record (paper and CIRT) for each EHEAP consumer that includes the following:

- (1) The application for Emergency Home Energy Assistance for the Elderly, DOE Form 114, completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application and EHEAP Application and Eligibility Worksheet Instructions, issued by the Department of Elder Affairs through the Notice of Instruction process; issued by the Department. If Contractor approves an application, one elderly member of the household must be registered in CIRT using DOE Form 114 in accordance with CIRT Policy Guidelines.
- (2) Elder's name, address, sex, and age;
- (3) Names, ages and current identification documentation (no more than one year expired) of all household members;
- (4) Social Security numbers and documentation of that number for all household members or the citation to the applicable exemption;
- (5) Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>);
- (6) Income amount and method of verification for all household members;
- (7) Income documentation to support eligibility that is representative of the elder's current economic situation;
- (8) Statement of self-declaration of income, if applicable;
- (9) Signed Statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than 50 percent of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (10) Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live. Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, or door-hanger notice, etc., does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet;
- (11) Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or notation that the elder did not sign the waiver;
- (12) Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
- (13) Copies of approval or denial letters, including appeal process, provided to the elder;
- (14) Notation if EHEAP prevented disconnection or restored an energy disruption;
- (15) If preference is given due to a disability, documentation of such, disability income or physician's statement;
- (16) Documentation of referrals to LIHEAP and WAP;
- (17) Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;

- (18) Proof of payment made to vendors;
- (19) Documentation of calculation of benefits for elders living in subsidized housing; and
- (20) Completed EHEAP Client File Content Checklist DOEA Form 211.

2.4.2.5 If the Contractor approves the application, one elderly member of the household must be registered in the Department of Elder Affairs' Client Information and Registration System (CIRTS) using DOEA Form 114 in accordance with CIRTS Policy Guidelines.

2.5 COUNCIL RESPONSIBILITIES

2.5.1 Training and Technical Assistance

The Council will provide to Contractor the State of Florida LIHEAP Policies and Procedures Manual as well as training and technical assistance to ensure the successful fulfillment of the contract by the Contractor. The State of Florida Low Income Home Energy Assistance Program (LIHEAP) Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.

2.5.2 Contract Monitoring

The Council shall monitor the Contractor's performance 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 contract are achieved. Such review shall be made for each function or activity set forth in this contract, and reported in the quarterly report.

2.5.3 The Council shall, at its own discretion, conduct investigations concerning any aspect of the Contractor's performance of this contract. The Council shall review 100% of completed EHEAP applications in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist, DOEA Form 211.

2.5.4 The Council shall conduct a full onsite review of Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Contractor contracts to carry out program activities. The Council shall conduct EHEAP intake site visits.

2.5.5 The Council shall conduct desk review activities throughout the year to monitor contractual program requirements. The Council shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

SECTION III – METHOD OF PAYMENT

3.1 GENERAL STATEMENT OF METHOD OF PAYMENT

This is a cost reimbursement contract. The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed \$30,250.09, subject to the availability of funds and the satisfactory completion of the Tasks/Deliverables, as specified in this contract. All Cost Reimbursement Requests for Payment must include the actual Expenditure Reports beginning with the first month of the contract.

- 3.1.1** The Contractor agrees to implement the distribution of funds as detailed in the Budget Summary, Attachment III. An amendment is required to move funds between categories and to change the total amount of the contract.

3.2 INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT

All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract, refer to the Invoice Report Schedule, Attachment II.

- 3.2.1** All requests for payment and expenditure reports submitted to support requests for payment shall be on DOE forms 106P and 105P, Attachment IV, accompanied by:

- (1) The EHEAP Expenditure Summary for Administration and Outreach expenses, Attachment V. This report must be submitted via email in an Excel spreadsheet.
- (2) The EHEAP Crisis Client report, Attachment VI.
- (3) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract. A statement to this effect is included in the 106P form.
- (4) The total number of clients aged 60 or older, that received crisis energy assistance for the reporting month that are at or below 150 percent of the poverty level, to be reported in 106P form.
- (5) Total number of clients served, including clients whose application for assistance is denied, to be reported in 106P form.

3.2.2 Date for Final Request for Payment

The final request for payment will be due to the Council no later than **April 18, 2018**.

- 3.2.3** Contractor shall only expend funding under this Contract for allowable costs resulting from obligations incurred during the contract period.

- 3.2.4** Contractor shall refund to the Council all funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Contract.

- 3.2.5** Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

- 3.2.6** The Contractor shall maintain documentation to support payment requests that shall be submitted with the payment request and shall be available to the Council or authorized individuals upon request.

- 3.2.7** Payment may be authorized only for allowable expenditures in compliance with OMB Circular A-122, which are in accord with the limits specified in the EHEAP Budget Summary, Attachment III. Payments due under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports requested from the Contractor.

3.2.8 Payment Withholding

Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the

Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.

3.3 MODIFICATIONS

3.3.1 The Council shall not be obligated to reimburse the Contractor for outlays in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original Contract.

3.3.2 The line item budget, as given in Attachment III of this Contract and reported on the monthly expenditure reports, may not be altered without a written budget modification submitted in accordance with the terms below:

- a) The Contractor must use a Council approved Budget Modification process.
- b) For the purpose of transferring funds, the following are considered budget categories: Administrative, Outreach, and EHEAP Benefits.
- c) The Contractor may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same.
- d) The Contractor may transfer unobligated budgeted funds from Administrative, or Outreach to EHEAP Benefits only, unless otherwise directed by the Council.
- e) All requests for modifications to increase or decrease any line item must be submitted to the Council for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays.
- f) A letter of explanation and a completed request for budget modification, signed by the Contractor, must be submitted to the Council and approved prior to the submission of a financial status report in which the changes are implemented.
- g) None of the budget transfers may violate this Contract or OMB Circulars A-110, Common Rule, A-121 or A-87. The budget revision(s) will be reviewed by the Council for compliance with these circulars.

3.3.4 Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.

3.3.4.1 The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative awards to Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

3.3.5 Outreach Expenses

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake.

Outreach expense shall not include senior management expense, unless outreach and intake with direct contact with elders occurs. Documentations to support exceptions shall be maintained by Contractor and available upon request.

3.3.6 Cost Analysis Report

Contractor shall submit a completed Cost Analysis Report, Attachment VIII, which shall reflect Administrative, Outreach, and Crisis Service allocations to explain the expenditures' allowability, allocability, and reasonableness. The Cost Analysis Report shall be submitted and approved by the Council prior to this contract's execution, as well as, all subsequent amendments that affect the budget.

3.3.4 Remedies-Nonconforming Services

- (1) The Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.
- (2) Any nonconforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises the Contractor's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

3.4 FINANCIAL CONSEQUENCES

Failure to meet the deliverables described in this Contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this Contract.

- 3.4.1** The Council shall not reimburse any expenditure associated with Deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

- 3.4.2** If Contractor fails to be open and available for services according to its regular business hours as identified in Section 2.2.2 of this Contract, excluding weekends or holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.

- 3.4.3** Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of \$10.00 per day. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds

3.5 CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements.

- 3.5.1** If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, or adequately perform these deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

- 3.5.2** In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected.
- 3.5.3** If Contractor fails to timely submit a CAP plan, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the contract manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.
- 3.5.4** If, or to the extent, there is any conflict between Sections 3.5 – 3.5.4 and Section 39.1 of the Master Contract, subsections 3.5 – 3.5.4 shall have precedence.

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ATTACHMENT II**INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Council On This Date</u>
1	April Expenditure Report	May 5
2	May Expenditure Report	June 7
3	June Expenditure Report	July 7
4	July Expenditure Report	August 7
5	August Expenditure Report	September 7
6	September Expenditure Report	October 6
7	October Expenditure Report	November 7
8	November Expenditure Report	December 7
9	December Expenditure Report	January 8
10	January Expenditure Report	February 7
11	February Expenditure Report	March 7
12	March Expenditure Report	April 6
13	Final Expenditure Report	April 18

Note # 1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 2: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT III**BUDGET SUMMARY****EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM BUDGET****ADMINISTRATIVE COSTS****PERSONNEL**

Social Services Coordinator	\$1,119.51
Counselor	1,119.51

Total Personnel: \$2,239.02**RECURRING EXPENSES:**

Fringe Benefits	\$525.20
Building Space	
Communications & Utilities	
Equipment	
Printing & Supplies	
Travel	
Other	

Total Recurring Expenses: \$525.20**TOTAL ADMINISTRATIVE BUDGET** \$2,764.22**OUTREACH COSTS****PERSONNEL**

-

Total Personnel: \$0.00**RECURRING EXPENSES:**

Fringe Benefits	
Building Space	
Communications & Utilities	
Equipment	
Printing & Supplies	
Travel	
EHEAP Ads	4,216.62

Total Recurring Expenses: \$4,216.62**TOTAL OUTREACH BUDGET** \$4,216.62**TOTAL EHEAP Benefits (Crisis)** \$23,269.25**TOTAL WEATHER RELATED / SUPPLY SHORTAGE** -**TOTAL** \$30,250.09

Projected minimum number of Consumers to be served (Crisis):

39

NOTE: 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.

DEFINITIONS - Administrative Expense, Grantee Outreach Expenses

ADMINISTRATIVE EXPENSES

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other. Examples: Salaries for the Executive Director, Accountant, Administrative Assistant, space costs, i.e., rent, utilities, telephone, computers, office supplies, mileage.

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

GRANTEE OUTREACH EXPENSES (Direct program staff costs)

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other. Example: Social Workers, Intake Workers, Secretarial Staff, space costs, i.e., rent, utilities, telephone, computers, office supplies, mileage.

These expenses are 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,
- (16) Updating addresses when the household reports a change,
- (17) 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 that is authorized to process payments,
- (22) Taking actions that resolve the emergency within eighteen (18) hours of application for approved for a crisis benefit,
- (23) Resolving payment problems, and
- (24) Having supervisors read each case, show errors to staff, track corrections, and sign each worksheet when corrected.

ATTACHMENT IV**EHEAEP****CONTRACT #:**

**RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # & FEID PROVIDER . ADDRESS . Tel: Fax: FEID #:	Program Funding Source : EHEAP (Emergency Home Energy Assistance for the Elderly Program)	THIS REPORT PERIOD PERIOD CONTRACT PERIOD CONTRACT #: REPORT # 1 PSA# 10		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date: _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts for this Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Interest on Agreement Funds	\$0.00	\$0.00	\$0.00	0.00%
3. TOTAL AGREEMENT AMOUNT	\$0.00	\$0.00	\$0.00	#DIV/0!
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures for this Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Outreach	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Crisis Services	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Weather Related Services	\$0.00	\$0.00	\$0.00	0.00%
5. Weather Related Administration	\$0.00	\$0.00	\$0.00	0.00%
6. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

DOEA FORM 105p revised 12/08

EHEAEP

CONTRACT #:

**REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

CONTRACTOR NAME, ADDRESS, PHONE# and FEID# PROVIDER . ADDRESS . Tel: Fax: FEID #:	TYPE OF REPORT : Advance Request _____ Reimbursement Request <u> X </u>	This Request Period: PERIOD CONTRACT PERIOD 0 CONTRACT #: REPORT # 1 PSA# 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement, including that Contractor has been open and operating during its normal business hours for the reporting month.					
Prepared by : _____ Date: _____ Approved by : _____ Date : _____					
PART A: BUDGET SUMMARY	ADMIN SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	TOTAL
1. Approved Agreement Amount	\$ -	\$ -	\$ -	\$ -	\$ -
2. Previous Funds Received	\$ -	\$ -	\$ -	\$ -	\$ -
3. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
4. Previous Funds Requested	\$ -	\$ -	\$ -	\$ -	\$ -
5. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
PART B: AGREEMENT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$ -	\$ -	\$ -	\$ -	\$ -
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 5)	\$ -	\$ -	\$ -	\$ -	\$ -
3. TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	\$ -	\$ -	\$ -	\$ -	\$ -
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$ -	\$ -	\$ -	\$ -	\$ -
PART D: SERVICE INFORMATION					
1. Number of clients served (approved and denied) on this reporting period: <u> 0 </u>					
2. Number of clients that are age 60 or older with income at or below 150 % of the poverty level that received energy crisis assistance on this reporting period: <u> 0 </u>					
3. Crisis Benefits Provided: _____					

DOEA FORM 106P revised 5/4/12

AAA Office Use Only

BATCH #: _____

DESC: PROVIDER EHEAP MM/YYYY

VENDOR ID:P-VENDOR NAME

ACCT#: 20.20.10.JP11600.xxxx.135.7045 \$0.00

ACCT#: 20.20.10.JP11600.xxxx.135.7135 \$0.00

ACCT#: 20.20.10.JP11600.xxxx.140.7050 \$0.00

CHECK # _____

CHECK DATE: _____

INPUT: _____

APPROVAL: _____

ATTACHMENT V

EHEAP EXPENDITURE SUMMARY

CONTRACT #:

Provider: PROVIDER

Report Period:

PERIOD

Budget Category	Line Item	Description	Ck #, D.D., EFT	Amount
Administration				
			TOTAL ADMINISTRATION	\$ -
Outreach				
			TOTAL OUTREACH	\$ -

Ck #, D.D., EFT = Check #, Direct Deposit or Electronic Funds Transfer

ATTACHMENT VI

EHEAP CRISIS CLIENT REPORT

Provider: PROVIDER

CONTRACT #:
Report Period:
PERIOD

#	Client CIRT S ID:	Utility account # or Service Provided*	Amount Paid
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

TOTAL

\$0.00

of applications: 0

* Please write utility company acct #, purchase of blankets, portable heaters or fans, repairs of heating or cooling equipment.

ATTACHMENT VII

**EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM
OUTREACH PLAN SURVEY**

Blank forms will be provided separately

ATTACHMENT VIII

Cost Analysis Report
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

Provider: **PROVIDER NAME**Contract # **JP116-XX-2017**

CONTRACT PERIOD: 04/01/2016-03/31/2017

1	2	Column 3	Column 4	Column 5	To be completed by the AAA		
Budget Category		Line Item	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Administration	a.	Salaries (List position titles and salaries below; add rows as necessary)					
		Sub-total Salaries	\$ -	#DIV/0!			
	b.	Fringe Benefits		#DIV/0!			
	c.	Equipment		#DIV/0!			
	d.	Telephone & Utilities		#DIV/0!			
	e.	Travel		#DIV/0!			
	f.	Printing & Supplies		#DIV/0!			
	g.	Building Space		#DIV/0!			
	h.	Other		#DIV/0!			
				#DIV/0!			
				#DIV/0!			
	TOTAL ADMINISTRATION	\$ -					
Outreach	a.	Salaries (List position titles and salaries below; add rows as necessary)					
		Sub-total Salaries	\$ -	#DIV/0!			
	b.	Fringe Benefits		#DIV/0!			
	c.	Equipment		#DIV/0!			
	d.	Telephone & Utilities		#DIV/0!			
	e.	Travel		#DIV/0!			
	f.	Printing & Supplies		#DIV/0!			
	g.	Building Space		#DIV/0!			
	h.	Other		#DIV/0!			
				#DIV/0!			
				#DIV/0!			
	TOTAL OUTREACH	\$ -					
Services		Crisis	\$ -	#DIV/0!			
		Weather-Related		#DIV/0!			
		TOTAL SERVICES	\$ -				
		CONTRACT TOTAL	\$ -	#DIV/0!			
AAA USE ONLY Approved by: _____ Date: _____							

INSTRUCTIONS:**Provider Level Cost Analysis**

The purpose of the Provider Level Cost Analysis, is to document that all costs are allowable, reasonable and necessary.

Upon receipt of the sub-contract budget, the EHEAP program manager will:

1. Evaluate each separate line item to determine whether the cost is allowable, reasonable and necessary.
 - a. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor.
 - b. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
 - c. To be necessary, a cost must be essential to the successful completion of the program.
 - d. Allocated costs/overhead should be evaluated to determine that the rate is reasonable.
2. Place the *Provider Level Cost Analysis* form in the official file for this contract, and attach a copy to the DOEA Cost Analysis For Non-Competitively Procured Contracts in Excess of Category II - ADDENDUM.

(1) In accordance with the following instructions for the Provider Cost Analysis, the provider must complete COLUMN 4 AND ensure COLUMN 5 calculates accurately. This form is required for the original contract and for any amendment that affects the amount of compensation and/or the level of services provided.

(2) Definition of Administrative/Outreach Costs –

- a. **Salaries/Wages:** Are the charges to directly hire someone and put them on payroll.
- b. **Fringe Benefits:** Are the costs of health insurance, Social Security, Medicare, unemployment and other benefits paid on behalf of each employee. If fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- c. **Equipment:** Equipment means an article of nonexpendable, tangible personal property generally having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the established capitalization level of \$5,000 (federal funds) or \$1,000 or hardback bound books not circulated, with a value of \$250.00 or more (state funds).
- d. **Telephone and Utilities:** Are items such as utilities and telephone service costs.
- e. **Travel:** Are those that are necessary, reasonable and allowable for carrying out the project. Travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means and at the authorized meal, per diem and state mileage reimbursement rates.
- f. **Printing and Supplies:** Are items such as office supplies, postage, and printing.
- g. **Building Space:** Costs related to lease or mortgage payments.
- h. **Other Costs:** Identify these by individual line item and include their associated costs.

(3) **Crisis and Weatherization** costs should be documented via Area Agency on Aging Budget Summary, Attachment VII.

(4) The allocation to the agreement will be calculated based on the cost by line item cost divided by the total agreement amount.

(5) The EHEAP program manager will evaluate each separate line item to determine the allowability, reasonability, and necessity of all costs; and sign the certification statement at the bottom of the form.

PLEASE NOTE: This form is specific to the EHEAP contract and should not be used for any other AAA contract with the Department of Elder Affairs.

ATTACHMENT IX

CERTIFICATIONS AND ASSURANCES

Council will not award this contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOE immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

Signature and Title of Authorized Representative

Date

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

Contractor

301 NW 103rd Avenue

Street

Pembroke Pines, FL 33026

City, State, ZIP Code