

RESOLUTION R-17-033

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA TO EXECUTE THE GRANT AGREEMENT FOR THE EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

WHEREAS, Manatee County has determined that taking on the Emergency Home Energy Assistance for the Elderly Program is in the best interest for the health and welfare of the citizens of Manatee County; and

WHEREAS, Manatee County has previously entered in agreements with the Senior Connection Center, Inc. for aging services programs.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida that:

1. The submission and acceptance of the Emergency Home Energy Assistance for the Elderly Program Grant Agreement from the Senior Connection Center, Inc. is authorized.
2. The Chairman of the Manatee County Board of County Commissioners is authorized to execute the Agreement and all related documents for the Emergency Home Energy Assistance for the Elderly Program.
3. The Director of the Community Services Department or her designee is authorized to sign any documents which may be required in connection to the administrative functions pursuant to the terms of the Agreement.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: *Wally Boud*

TITLE: CHAIRMAN

DATE: March 7, 2017

ATTEST: Angelina M. Coloneso
Clerk of the Circuit Court

BY: *Angelina M. Coloneso*
Deputy Clerk

**PROGRAM AND SERVICE CONTRACT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

THIS CONTRACT is entered into between Senior Connection Center, Inc., hereinafter referred to as the “agency”, and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “subrecipient.” This contract is subject to all provisions contained in the MASTER CONTRACT executed between the agency and the subrecipient, Contract No. M-15/17-MAN, and its successor, incorporated herein by reference.

In consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Services to be Provided

The subrecipient agrees 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.

2. Effective Dates

(1) This contract shall begin on April 1, 2017 or on the date the contract has been signed by both parties, whichever is later.

(2) Delivery of services shall end on March 31, 2018. This contract shall end on June 30, 2018, in order to provide for the maximization of resources and to allow greater flexibility to pay for services rendered on or before March 31, 2018. Services provided after March 31, 2018 cannot be reimbursed under this contract.

3. Contract Amount

The agency agrees to pay for services according to the conditions of ATTACHMENT I an amount not to exceed \$59,512.00, subject to the availability of funds.

4. Obligation to Pay

The agency’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature passed through the Department of Elder Affairs to the agency, and the subrecipient strictly performing the terms and conditions of this contract.

5. 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 subrecipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Funding Source	CFDA #	Fund Amounts
Emergency Home Energy Assistance Program	U.S. Department of Health and Human Services	93.568	\$59,512.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:			\$59,512.00

6. Final Budget Revisions and Request for Payment

- (1) Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through **March 31, 2018** must be submitted to the agency by **March 31, 2018**.
- (2) The subrecipient must submit the final request for payment invoice to the agency by **April 15, 2018**. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the subrecipient, and necessary adjustments thereto, have been approved by the agency.
- (3) If the contract is terminated prior to the contract end date, the subrecipient must submit the final request for payment to the agency no more than **45 days** after the contract is terminated. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will not honor any requests submitted after the aforesaid time period.

7. Notice, Contact, and Payee Information

- (1) The name, address, and telephone number of the program manager for the agency for this contract is:

Martha Caron, Senior Contract Manager
Senior Connection Center, Inc.
8928 Brittany Way
Tampa, Florida 33619
(813) 740-3888

- (2) The name, address, and telephone number of the representative of the subrecipient responsible for administration of the program under this contract is:

Cheri Coryea, Director
Community Services Department
Manatee County Board of County Commissioners
P.O. Box 1000
Bradenton, Florida 34206
(941) 749-3030

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

Manatee County Board of County Commissioners
Community Services Department
P.O. Box 1000
Bradenton, Florida 34206

8. Subcontractors and Vendors

- (1) Notwithstanding the pass-through language contained in the Master Contract, the subrecipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

(2) If this contract involves the use of a subcontractor or third party, the subrecipient shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the subrecipient shall notify the agency in writing of such delay.

(3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed, and an approved Provider Cost Analysis verifying that the subcontractor staff are paid from non-federal resources, unless compensated for such activities by EHEAP. The agency shall not be responsible or liable for any obligations or claims resulting from such action.

(4) For each subcontractor or vendor, the subrecipient shall provide a written statement to the agency as to whether that subcontractor or vendor is a minority vendor, as defined in Section 288.703, F.S.

9. Indemnification

In addition to the indemnification provisions identified in the Master Contract, the subrecipient shall indemnify, save, defend, and hold harmless the Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract, or performance of services provided herein. It is understood and agreed that the subrecipient is not required to indemnify the Department of Elder Affairs for claims, demands, action or causes of action arising out of the negligence of the Department of Elder Affairs. Except to the extent permitted by section 768.28, F.S., or other Florida law, this indemnification provision is not applicable to contracts executed between the agency and state agencies or subdivisions as defined in section 768.28(2), F.S.

10. Renegotiations or modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

11. Termination, Suspension, and Enforcement

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in the Master Contract.

12. Contract Signatures

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

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April 2017

Contract No. EH-17/18-MAN

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

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

AGENCY: Senior Connection Center, Inc.

SIGNED

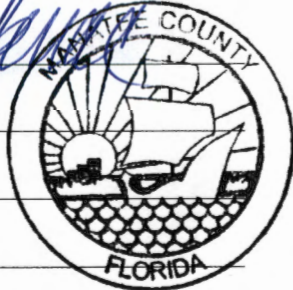
BY: _____

Betsy Benac

NAME: Betsy Benac

TITLE: Chairman

DATE: MAR 07 2017



SIGNED

BY: _____

NAME: Ben Darby

TITLE: Chair, Board of Directors

DATE: _____

FEDERAL ID NUMBER: 59-6000727

SUBRECIPIENT FISCAL YEAR END DATE: 9/30

ATTEST: Angelina Colonnese
Clerk of the Circuit Court:

By: _____

Angelina Colonnese

Deputy Clerk

ATTACHMENT I

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

1. Program Acronyms

- (1) Client Information and Registration Tracking System (CIRTS)
- (2) Department of Economic Opportunity (DEO)
- (3) Department of Elder Affairs (DOEA, department)
- (4) Emergency Home Energy Assistance Program (EHEAP)
- (5) Low Income Home Energy Assistance Program (LIHEAP)
- (6) Memorandum of Understanding (MOU)
- (7) Notice of Instruction (NOI)
- (8) Office of Management and Budget (OMB)
- (9) Supplemental Nutrition Assistance Program (SNAP)
- (10) Weatherization Assistance Program (WAP)

2. Definition of 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. Eligible actions include:
- (a) Approval of an elder’s application;
 - (b) Denial of an elder’s application pending further information;
 - (c) Denial of an elder’s application because the elder is deemed ineligible;
 - (d) Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - (e) Written referral to, and providing the elder assistance with contacting, another agency if EHEAP funding is not available or the elder is ineligible.
- (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 “Subrecipient” 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.

3. General Statement

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the Department and the agency 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.

4. Statutory Authority

The relevant federal and state authorities governing EHEAP are:

- (1) Low Income Home Energy Assistance Act of 1981;
- (2) 42 United States Code 8621 et seq.;
- (3) Title XXVI of Public Law 97-35, as amended;
- (4) 45 Code of Federal Regulations (CFR) part 96, Subpart H;
- (5) Section 409.508, Florida Statutes;
- (6) Chapter 73C-26, Florida Administrative Code;
- (7) State of Florida LIHEAP Policies and Procedures Manual; and
- (8) LIHEAP State Plan.

5. Scope of Service

(The subrecipient is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one crisis assistance benefit per heating or cooling season, not to exceed \$600.00 each. If eligible, elders may receive one summer crisis assistance benefit during the period from April 1 to September 30, and one winter crisis assistance benefit during the period of October 1 to March 31, each year. An elder's eligibility for crisis benefits is not related to EHEAP contract periods.

Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by DEO. In the event of a weather-related event or supply shortage, the President of the United States, Governor of the State of Florida, or Executive Director of Department of Economic Opportunity (DEO) may declare a weather-related crisis and release additional funds to assist households affected. When benefits are distributed for a weather-related/supply shortage emergency, the subrecipient agrees to comply with directives provided by the Agency as to the allowable expenditures of these funds.

The services provided under this contract shall be in a manner consistent with and described in this Attachment. Subrecipient, in collaboration with its EHEAP program partners, shall ensure the following service tasks are completed:

- (1) Consumer Outreach;
- (2) Program Partners and Stakeholders Coordination;

- (3) Elder's Benefit Eligibility Determination; and
- (4) Benefit Disbursement.

6. Major Program Goals

(1) EHEAP 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.

(2) Crisis Assistance is defined when 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:

- (a) The elder's home cooling or heating energy source has been cut off;
- (b) The elder has been notified that the energy source for cooling or heating will soon be cut off;
- (c) The elder has a bill or notice for which the due date has lapsed;
- (d) The elder has received a notice indicating the energy source is delinquent or past due;
- (e) 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
- (f) The elder has other problems with lack of cooling or heating in the home.

(3) Allowable Categories for Crisis Assistance are:

- (a) Electric;
- (b) Gas;
- (c) Propane;
- (d) Wood/coal;
- (e) Refillable fuels; and
- (f) Pre-pay home energy usage.

i. The elder should be within seven days of using the remaining balance of energy source pre-purchased, power is currently disconnected/shut off, or the elder needs a deposit.

ii. The LIHEAP Payment Matrix provided by the agency is used to determine the benefit amount.

7. Clients to be Served

EHEAP services are provided to elders in low-income households 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.

(1) Client Eligibility:

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

- (a) Be aged sixty (60) or older;
- (b) Reside in the EHEAP service area (the subrecipient's Planning and Service Area) at the time the home energy costs were incurred;

- (c) Complete and return an EHEAP application with all required information and verification to subrecipient, while funds remain available;
- (d) 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;
- (e) Possess a total gross household income of not more than one hundred fifty (150) percent of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with ATTACHMENT I, Section 7.B(4);
- (f) Be experiencing one or more verifiable home cooling or heating crises;
- (g) 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 a foster care or residential program administered by the state;
- (h) Not be a student living in a dormitory; and
- (i) Legally reside in the State of Florida.

(2) Client Determination:

Subrecipient shall begin taking applications for EHEAP services upon execution of this contract, and continue taking applications until the contract expires or funds are exhausted. Subrecipient will not accept applications when funds are exhausted for a particular time period. Subrecipient shall:

- (a) Provide assistance to elders in completing agency provided applications for assistance and determining eligibility;
- (b) Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- (c) Treat homeowners and those who rent equitably under this contract;
- (d) 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;
 - i. Reference the current year Sources of Income provided by the agency to determine what is considered allowable income;
 - ii. Total household income cannot exceed one hundred fifty (150) percent (%) of the current federal poverty guidelines; and
 - iii. 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.
- (e) Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. Subrecipient shall proceed as follows:
 - i. If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - ii. 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.

(f) Use program qualification approvals or notifications to document household size and income of elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI). Elders shall meet program income eligibility guidelines and possess a total gross household income of not more than 150 percent of the OMB federal poverty level for the size of the household. The benefit level to be provided to elders receiving SNAP or SSI shall be the same as that provided to other qualified elders;

(g) 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;

(h) 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;

i. Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:

a. The purchase or repair of fans, blankets, air conditioners, or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis benefit of \$600; and

b. Crisis situations which 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.

ii. 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, not to exceed the maximum limit of \$600;

iii. 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;

iv. Deposits to connect or restore energy are allowable, not to exceed the maximum limit of \$600;

v. Late fees, disconnect and reconnect fees are allowable, not to exceed the maximum limit of \$600;

vi. Charges from a previous account held by the elder that is now closed are allowable, not to exceed the maximum limit of \$600;

vii. Payment to landlord when utility costs are included in the elder's rent is allowable, not to exceed the maximum limit of \$600; and

viii. Temporary emergency shelter is allowable, if due to energy related crisis, not to exceed the maximum limit of \$600.

8. Service Tasks

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

(1) Ensure that all eligible elders meet the requirements of ATTACHMENT I, Section 7(A) of this contract;

(2) Ensure that all energy assistance payments made to energy vendors comply with the requirements of ATTACHMENT I, Section 8(14)d of this agreement;

(3) 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:

- (a) Approval of application;
 - (b) Denial of application pending further information;
 - (c) Denial of application because elder is deemed ineligible;
 - (d) Contact with utility vendor to halt utility disconnection or interruption in services; and
 - (e) Written referral and assistance with contacting another community agency if EHEAP funding is not available or the elder is ineligible.
- (4) Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution that includes:
- (a) Type and amount of assistance;
 - (b) Name of the energy vendor to be paid on elder's behalf;
 - (c) The next date when the elder will be eligible to apply for further assistance; and
 - (d) Subrecipient's appeal process.
- (5) Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
- (a) Name of the elder;
 - (b) Date of application;
 - (c) Type of benefit sought;
 - (d) Reason(s) for denial;
 - (e) Statement on subrecipient's benefit limits, if applicable;
 - (f) Subrecipient's appeal process;
 - (g) Explanation of under what circumstances the elder may reapply;
 - (h) Information or documentation needed for the elder to reapply;
 - (i) The name, address, and phone number applicable to the appeal process; and
 - (j) Number of days the elder has to file the appeal.
- (6) Maintain consumer appeal procedures that provide an opportunity for a fair administrative hearing to elders whose applications for assistance are denied or whose applications are not acted upon with reasonable promptness;
- (7) Provide an opportunity for elders to file a written appeal or complaint with subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
- (a) Upon receipt of a validly filed appeal or complaint, subrecipient must respond in writing within ten (10) working days;
 - (b) Elders may appeal subrecipient's first response by filing its objections to the response with subrecipient's Director, Executive Director, or Board Chair, as applicable, within five working days of receipt of the first response; and
 - (c) Upon receipt of a validly filed objection to the first response, subrecipient 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.
- (8) Post appeal provisions in a prominent place and in plain view within the office where applications are received;
- (9) Assist all elders in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs;
- (10) Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP benefits. Post in a conspicuous place at all locations where EHEAP applications are received the following notice: "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.";

(11) Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;

(12) Maintain a written policy and implement procedures to protect and secure elder applicants 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. Subrecipient shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers provided by the agency. The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;

(13) Ensure that households within the subrecipient's service area wishing to benefit from the program have the opportunity to do so. Subrecipient shall undertake consumer outreach initiatives designed to inform potentially eligible households about EHEAP. Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to:

- (a) Informing all service area local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;
- (b) Encouraging EHEAP program participation through local television and radio programs, and placing announcements of the EHEAP program in media community calendars;
- (c) Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
- (d) Making visits to provide information, and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;
- (e) Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
- (f) Completing the EHEAP Outreach Plan Survey provided by the agency to demonstrate to the agency and the Department that outreach efforts to inform potentially eligible households about EHEAP target households in all counties. The EHEAP Outreach Plan Survey is required to be submitted to the agency within 30 days of the contract execution date.

(14) Subrecipient 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:

- (a) Communicating with the DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, subrecipient 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;
- (b) Developing a new, or continuing an existing, MOU with the Weatherization Assistance Program (WAP) in the service area. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals. The MOU shall be reviewed and renewed at least every five years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners, are referred to a WAP provider. Subrecipient shall submit copies of all WAP MOUs to the agency;
- (c) Establishing a new, or continuing and existing, MOU with service area LIHEAP subrecipients. Each MOU shall ensure coordination of services, avoid duplication of assistance, increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. Subrecipient shall submit copies of all LIHEAP MOUs to the agency. MOUs with local LIHEAP agencies shall be updated

if the contracting parties change. The MOUs must be applicable to subrecipient's current EHEAP program requirements and guidelines;

(d) Developing agreements with home energy vendors that benefit elders. Subrecipient shall submit copies of all vendor agreements to the agency. All agreements between subrecipient and home energy vendors shall contain the following conditions:

- i. The beginning and ending date of the Vendor Agreement;
- ii. The subrecipient's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of an elder;
- iii. The energy vendor's representative(s) authorized to resolve a crisis;
- iv. A description of how energy payments will be made directly to the energy vendor on behalf of the EHEAP eligible customer;
- v. Assurance from the home energy vendor that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
- vi. Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
- vii. 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 subrecipient;
- viii. A statement that subrecipient may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the energy vendor is aware that those charges are the responsibility of the elder;
- ix. 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;
- x. Details on how the energy vendor will assist subrecipient in verifying the elder'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 minimum amount necessary to resolve the crisis situation;
- xi. Subrecipient's commitment to make payment to the energy vendor within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor;
- xii. Assurance from the energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to subrecipient or, with subrecipient's approval, applied to another eligible customer's account;
- xiii. An assurance that the subrecipient 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;

- xiv. 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;
- xv. The agreement will be reviewed by both parties at least every two (2) years;
- xvi. The agreement must be signed by a representative of both subrecipient and the vendor who has authority to bind the entity and enter into such commitments; and
- xvii. 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 Excluded Parties List System (EPLS): <https://www.epls.gov/>. The business name on the vendor agreement must match the legal business name on the State of Florida website.

(15) Comply with the Federal Financial Accountability and Transparency Act (FFATA), by 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); and

(16) Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, subrecipient may limit crisis benefits to less than those stated in **ATTACHMENT I**, Section 7(B)8. Policy changes concerning the amount of crisis benefits available to elders requires approval from the agency and requires notification be sent to current and potential elders of the change.

9. Staffing Requirements

If the subrecipient subcontracts any services required under this contract, the subrecipient must ensure the following requirements are met:

- (1) Eligible entities that provide outreach, intake, eligibility determination, or process benefit payments must be a local city government, a local county government, a community-based organization, a faith-based organization, or a state community services agency.
- (2) Eligible entities must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov).
- (3) A MOU shall be executed by both parties if a service provider performs any service required under this contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Subrecipient shall submit a copy of all MOUs to the agency within thirty (30) days of the contract execution date.
- (4) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The subrecipient shall submit a copy of all subcontracts to the agency within thirty (30) days of the contract execution.
- (5) Subrecipient must provide the service provider commensurate compensation for the delivery of administration and outreach activities, and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost reimbursement of actual expenses or a negotiated rate for specific activities.
- (6) Subrecipient shall include in the subcontract that the subcontractor is bound by the terms of this contract, is bound by all applicable state and federal laws and regulations, and shall hold the agency and subrecipient harmless against all claims of any nature arising out of the subcontractor's performance of work under this contract to the extent allowed and required by law.

10. Service Delivery

(1) Service Delivery Location

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

(2) Service Times

Subrecipient shall provide the services listed in this contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, and force majeure.

(3) Subrecipient shall publish its service delivery location, toll-free telephone number and normal business hours.

11. Deliverables

(1) Deliverable

Certification that subrecipient must operate during its regular business hours as identified in ATTACHMENT I, Section 10(2) of this agreement.

(2) Source Documentation

The Deliverable shall be reported monthly on subrecipient's Request for Payment. Successful completion of the deliverable shall be determined by receipt by the agency.

(3) Records and Documentation

Subrecipient will maintain a separate record (paper and CIRTS) for each EHEAP consumer that, if applicable, includes the following:

- (a) The application for Emergency Home Energy Assistance for the Elderly provided by the agency, completed and signed by subrecipient and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Subrecipient is responsible for using the most recent application and EHEAP Application and Eligibility Worksheet Instructions issued by the agency. If Subrecipient approves an application, one elderly member of the household must be registered in CIRTS in accordance with CIRTS Policy Guidelines;
- (b) The elder's name, address, sex, and age;
- (c) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (d) Social Security numbers and documentation of that number for all household members, or the citation to the applicable exemption;
- (e) Signed notice regarding the collection of social security numbers;
- (f) Income amount and method of verification for all household members;
- (g) Income documentation to support eligibility that is representative of the elder's current economic situation;
- (h) A statement of self-declaration of income, if applicable;
- (i) A signed statement of 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 assistance;
- (j) 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, subrecipient must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet;

- (k) Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or the application states that the elder refused to sign the waiver;
- (l) Copies of approval or denial letters, including appeal process, which are provided to the elder;
- (m) If preference is given due to a disability, documentation of such disability that includes disability income or a physician's statement;
- (n) Documentation of referrals to LIHEAP and WAP agencies;
- (o) Notation if EHEAP prevented a disconnection or restored an energy disruption;
- (p) Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;
- (q) Proof of payment made to vendors;
- (r) Documentation of the calculation of benefits for elders living in subsidized housing; and
- (s) Completed EHEAP Client File Content Checklist, DOEA Form 211 provided by the agency

12. Reports

Subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency. Subrecipient must establish due dates for any subcontractor's report that permits subrecipient to meet the agency's reporting requirements.

(1) Subrecipient shall report monthly on subrecipient's Request for Payment, as described in ATTACHMENT I, Section 16, of this contract:

- (a) The total number of elders at or below one hundred fifty (150) percent of the poverty level who received crisis energy assistance for the reporting month; and
- (b) Certification that subrecipient operated during its regular business hours as identified in ATTACHMENT I, Section 10(2), of this contract.

(2) The subrecipient shall submit to the agency an approved EHEAP Provider Cost Analysis Form. The Provider Cost Analysis Form reflects the Administrative, Outreach, and Crisis Service allocations as shown in ATTACHMENT III, Budget Summary, and must be sufficient to explain the allowability, allocability, and reasonableness of the EHEAP expenditures. The use of other federal funds to supplement the administrative operations of the EHEAP program, above and beyond the budget amount, is prohibited. Administrative expenditures that exceed the contracted EHEAP budget award must be paid from non-federal sources. The Provider Cost Analysis Form is due to the agency upon request, but no later than within fifteen (15) days of the begin date of the contract.

(3) Subrecipient shall ensure timely and accurate CIRTS data entry of EHEAP activity and submit to the agency the service report entitled "EHEAP Summary" from CIRTS. The report shall reflect the use of EHEAP in the subrecipient's service area 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	REPORTING PERIOD	SEASON	DATE DUE TO AGENCY
1	04/01/17 – 06/30/17	Cooling Season	July 7, 2017
2	07/01/17 – 09/30/17	Cooling Season	October 7, 2017
3	10/01/17 – 12/31/17	Heating Season	January 7, 2018
4	01/01/18 – 03/31/18	Heating Season	April 7, 2018

(4) Subrecipient shall submit to the agency the EHEAP Outreach Plan Survey provided by the agency. 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 within thirty (30) days of the contract execution date.

(5) Subrecipient agrees to provide to the agency any additional service reports requested by the agency or the department concerning the effectiveness of the program, and shall include any statistics and information that the

agency 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 agency for each report.

13. Monitoring and Performance Evaluation

(1) The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

(2) The subrecipient shall monitor its performance under this contract, as well as that of its subcontractors who are paid from funds provided under this contract, to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Such review shall be made for each function or activity set forth in **ATTACHMENT I** of this contract, and reported in the quarterly report.

(3) A sampling of completed applications will be reviewed by the agency in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist.

14. Subrecipient Responsibilities

(1) Make vendor payments directly to fuel providers on behalf of eligible elders.

(2) Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the Department. The maximum crisis benefit for this contract period is \$600.00 per household per season.

(3) Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments.

(4) Provide EHEAP crisis services to households with elders in every county within the service area.

(a) Subrecipient shall ensure that each county within their service area receives a minimum level of crisis services monthly, as delineated in the EHEAP funding distribution. EHEAP funding distribution includes a minimum base allocation sufficient to meet the monthly minimum level of service in each county;

(b) EHEAP funded staff shall make themselves available in all underserved counties at least once a month, or as needed, to ensure that the minimum level of service is met; and

(c) Subrecipient shall provide oversight to ensure that the minimum level of crisis services are provided monthly in each county in their service area.

(5) Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame in which to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor.

(6) Make payments on behalf of those elders 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 a vulnerable population, including very young children, the disabled and frail elders.

(7) Refund to the agency, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.

- (8) Develop 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, ensure that this is a twelve-month program, and ensure that funding is available to, and expended in the assigned service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.
- (9) Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
- (10) Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address under what conditions an elder is eligible and what constitutes an emergency related to lack of heating or cooling.
- (11) Ensure appropriate staff participate in training opportunities scheduled by the agency to cover EHEAP policies and procedures.
- (12) Ensure the provision of training for all staff members assigned responsibilities within the program.
- (13) Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference; and shall include the following:
 - (a) The State of Florida LIHEAP Policies and Procedures Manual;
 - (b) An MOU or Vendor Agreement with EHEAP providers;
 - (c) An MOU with all service area LIHEAP providers;
 - (d) An MOU with all service area WAP providers;
 - (e) Subrecipient's cost allocation methodology;
 - (f) Written policies and procedures to assure that all energy assistance payments made to energy vendors comply with the requirements of the Vendor Agreement;
 - (g) Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve-month program, and to ensure that funding is available to, and expended in, all counties within service area;
 - (h) Policies regarding the detection and prevention of fraud and abuse of program funds;
 - (i) Policies that address serving family members and employees;
 - (j) Policies and procedures to secure applicant Social Security Numbers, in order to protect applicants' identities;
 - (k) Procedures for computer system backup and recovery;
 - (l) Procedures for referral or access assistance to the "Lifeline Program";
 - (m) A policy defining the criteria and required verification to determine if a household has a "home energy crisis";
 - (n) Policies and procedures for determining the eligibility of elders applying for EHEAP;
 - (o) Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
 - (p) Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;
 - (q) A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
 - (r) Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
 - (s) A resource guide for the utilization of the Information and Referral database (ReferNET), to access other energy assistance resources available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;

- (t) Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level, to elders whose application for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- (u) Policies and procedures for conducting home visits to home-bound elders, for completion of the program application or eligibility determination when other assistance is not available.

15. Payment Method Used

This is a cost reimbursement contract. The agency agrees to pay for contracted services according to the terms and conditions of this contract. The subrecipient shall ensure that all costs are in accordance with applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required. All contract expenditures are subject to those federal cost principles applicable to the particular organization concerned.

16. Request for Payment Invoices

- (1) All requests for payment and expenditure reports shall be submitted on DOEA forms 106P and 105P. The subrecipient must also submit with the request for payment an expenditure summary in a format provided by the agency to support the request for payment for Administration and Outreach expenditures. The use of federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted award must be paid from non-federal sources. All payment requests shall contain a certification statement that the subrecipient was open and operated during its regular business hours. Duplication or replication of these forms via data processing equipment is permissible, provided all data elements are in the same format as included on the forms.
- (2) The subrecipient must complete a Schedule of Disbursements, **ATTACHMENT IV**, each month and submit the schedule along with the Request for Payment. The Schedule of Disbursements is an itemized list consisting of the client name, CIRTS ID number, amount paid, and other required information to support the subrecipient's cost reimbursement request for payment. A written explanation is also required when reporting less than three (3) crisis benefits for the reporting month.
- (3) All payment requests shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of invoices is **ATTACHMENT II** to this contract. Reconciliation made under this contract is to be completed by the time the final payment is made. All payments are subject to the availability of funds.
- (4) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval by the agency of all financial and programmatic reports due from the subrecipient and any adjustments thereto, including any disallowance not resolved as outlined in the Return of Funds section of the Master Contract.
- (5) The subrecipient agrees to implement the distribution of funds as detailed in the Budget Summary, **ATTACHMENT III** to this contract. An amendment is required to change the total amount of the contract. With written notice to and approval from the agency, funds may be transferred from the Administration, Outreach and Weather-Related/Supply Shortage categories to the Crisis Benefits category. The transfer, if approved, will require an amendment.
- (6) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.
- (7) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.

(8) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.

(9) The final request for payment invoice shall be due to the agency by April 15, 2017.

(10) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

(11) The subrecipient shall refund to the agency all funds in excess of the amount to which the subrecipient or its subcontractors are entitled to under the terms of this contract.

(12) Weather Related/Supply Shortage funds are set aside for emergency assistance. These funds shall be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds shall only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if the subrecipient, the agency, or the department finds that the budgeted amount of Weather Related/Supply Shortage emergency assistance funds is not sufficient to meet the emergency, the subrecipient may draw on other contract categories, up to fifty percent of the total contract budget with the agency's and the department's written authorization. When funds are distributed for a weather related/supply shortage emergency, the agency and the department will provide binding directives as to the allowable expenditures of the funds. After December 15, if no emergency has been declared, the agency and the department will release these funds, and the subrecipient shall allocate the funds to the crisis category of the program through a contract amendment.

17. Financial Consequences

(1) Failure to meet the deliverables described in ATTACHMENT I, Sections 8-12, may result in financial consequences and in the redistribution of funding. The subrecipient shall ensure the provision of services are met in accordance with successful completion of the deliverables set forth in ATTACHMENT I, Sections 8-12.

(2) If the subrecipient fails to be open and available for services according to its regular business hours as identified in ATTACHMENT I, Section 10(2), of this contract, excluding weekends or holidays, the subrecipient shall pay to the agency financial consequences for such failure, unless the agency waives such failure in writing based upon its determination that the failure was due to factors beyond the control of the subrecipient.

(3) Subrecipient'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.

(4) The agency shall not reimburse any expenditures associated with the deliverables for this contract, which are deemed unacceptable by the agency, and/or not successfully completed; however, this does not preclude the subrecipient from receiving payment for such expenditures upon successful completion of the deliverable.

(5) Any amounts due from financial consequences shall be paid by subrecipient out of non-federal funds.

18. Remedies for Nonconforming Services

(1) The subrecipient 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 required.

(2) Any non-conforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The subrecipient shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The subrecipient shall give immediate

notice to the agency of any significant and/or systemic infraction that compromises the subrecipient's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

(3) The agency shall not reimburse any expenditures associated with the deliverables for this contract, which are deemed unacceptable by the agency, and/or not successfully completed; however, this does not preclude the subrecipient from receiving payment for such expenditures upon successful completion of the deliverable.

(4) If the subrecipient fails to be open and available for services according to its regular business hours as identified in ATTACHMENT I, Section 10(2), of this contract, excluding weekends or holidays, the subrecipient shall pay to the agency financial consequences for such failure, unless the agency waives such failure in writing based upon its determination that the failure was due to factors beyond the control of the subrecipient.

19. Consequences for Non-Compliance

(1) The subrecipient shall ensure that 100% of the deliverables described in ATTACHMENT I, Sections 8-12, are performed pursuant to contract requirements.

(2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform these deliverables, the subrecipient will have ten (10) days to submit a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within a time period approved by the agency. The agency shall assess a Financial Consequence for Non-Compliance for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The agency will also assess a Financial Consequence for failure to timely submit a CAP.

(3) In the event the subrecipient fails to correct an identified deficiency within the approved time period specified in the CAP, the agency 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.

(4) If the subrecipient fails to timely submit a CAP, the agency shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning with the 11th day after notification by the agency of the deficiency. The deduction will be made from the payment for the invoice of the following month.

(5) If, or to the extent, there is any conflict between this section and any section in the Master Contract, this section shall have precedence.

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ATTACHMENT II

**EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
INVOICE SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Agency On This Date</u>
1	April Expenditure Report	May 7
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 7
7	October Expenditure Report	November 7
8	November Expenditure Report	December 7
9	December Expenditure Report	January 7
10	January Expenditure Report	February 7
11	February Expenditure Report	March 7
12	March Expenditure Report	April 7
13	Final Request for Payment *	April 15
14	Closeout Report	April 25

Legend: * Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the agency, payment is to accompany the report.

ATTACHMENT III

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

BUDGET SUMMARY

PSA 6

Original X
Amendment

SUBRECIPIENT: Manatee County Community Services Department

1.	Administration*	\$585.00
2.	Outreach *	\$9,357.00
3.	EHEAP Benefits (Crisis)	\$48,184.00
4.	Weather-Related/Supply Shortage **	<u>\$1,386.00</u>
5.	Total	\$59,512.00
6.	Projected minimum number of Consumers to be served:	174
7.	Projected minimum number of Consumers to be served (Weather-Related/Supply Shortage):	0

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.

* Allowable administrative and outreach expenses are defined in ATTACHMENT III, EXHIBIT A. Funds budgeted for administration and outreach may be used for emergency energy assistance benefits upon approval of the agency and a contract amendment.

** Directives for the Weather-Related/Supply Shortage funds are identified in ATTACHMENT III, EXHIBIT B and EXHIBIT C.

**ATTACHMENT III
EXHIBIT A**

DEFINITIONS - Administrative Expense and Grantee Outreach Expenses

ADMINISTRATIVE EXPENSES

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other (as approved by the agency).

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

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

OUTREACH EXPENSES (Direct program staff costs)

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other (as approved by the agency).

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

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

Each subrecipient is responsible for providing staff to operate LIHEAP/CHIEAP in areas accessible to potential applicants. The subrecipient is responsible for accomplishing the following tasks according to federal and state laws, contract terms 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 benefit clients.
- (4) Informing potential clients of times and places to apply through outreach activities.
- (5) Copying applications, brochures and forms in sufficient numbers to operate the program.
- (6) Receiving applications.
- (7) Tracking applications.
- (8) Establishing client records (files).
- (9) Accurately determining eligibility or ineligibility.
- (10) Securing verification of all household income, or obtaining self-declaration when verification is not possible.
- (11) Calculating income amounts.
- (12) Accurately completing worksheets and notices.
- (13) Sorting, reviewing for accuracy and filing of documents in client records.
- (14) Correcting errors, especially eligibility or payment errors.
- (15) Updating addresses when the household reports a change.
- (16) Filing client records in accurate alphabetical order by the applicant's last name then first name.
- (17) Helping clients by telephone and in person politely and professionally.
- (18) Making home visits, as required.
- (19) Sorting mail and handling clients' correspondence expeditiously.
- (20) Processing approval and denial notices within required time frames.
- (21) Establishing a procedure to track payments and identify staff who are authorized to process payments.
- (22) Taking actions that resolve the emergency within forty-eight (48) hours of application for applicants approved for a crisis benefit when no life-threatening situation exists.
- (23) Taking actions that resolve the emergency within eighteen (18) hours of application for applicants approved for a crisis benefit when a life-threatening situation exists.
- (24) Resolving payment problems.
- (25) Having supervisors read each case, show errors to staff, track corrections, and sign each worksheet when corrected.

ATTACHMENT III
EXHIBIT B**Weather-Related/Supply Shortage Funds – Emergency Assistance Program**

Purpose: To provide supplementary assistance to qualified low-income consumers in securing, maintaining and paying for cooling or heating in their homes.

1. Time Period

This directive is effective during the emergency period specified in writing by the agency.

2. Applicant must

- a. Have a total household income at or below 150 percent of the federal poverty income guidelines;
- b. Provide current proof on income;
- c. Provide documentation of outstanding energy obligation, and
- d. Complete an application.

3. Benefits Limit

The maximum benefit per household is the amount required to restore or maintain cooling or heating in the home up to **\$600**. This maximum includes all Weather-Related/Supply Shortage benefits received including the payment of energy bills (electric, natural gas, propane, fuel oil, wood, etc.) as well as any repairs to equipment. These benefits are *in addition to* any crisis or home energy benefits the customer may have already received during the emergency period. Customers who have not applied for or received crisis benefits during the emergency period are also eligible.

4. Benefits Available

- a. Bills reflecting any energy usage during the emergency period.
- b. Propane, fuel oil, natural gas or wood when this energy source is used as the primary home heating fuel.
- c. If the home is heated with fuels other than electricity (propane, natural gas, etc.) and electricity is also needed to assure that home heating is provided, the client may receive assistance with electricity payment as well as the other energy source. However, the total Weather-Related/Supply Shortage benefit for both may not exceed **\$600**.
- d. Assistance necessary to restore home power, including deposits, late fees, delivery fees (propane or fuel oil) and reconnect fees.
- e. EHEAP funds may NOT be used to pay for penalties incurred due to illegal activities such as meter tampering or bad check charges.
- f. These funds may NOT be used for non-energy related expenses, such as water bills or equipment or home repairs not related directly to cooling or heating the home.
- g. The following may be paid for with these funds, as needed, to install or repair cooling or heating equipment or to restore power:
 - Building electrical wiring or gas line or tank inspection
 - Repair or replacement of propane or fuel oil gas tanks
 - Utility box replacement
 - Contractor's/subcontractor's cost to repair electrical wiring or gas lines
 - Other fees required to assure resumption of services or to prevent the disruption of service
- h. All assistance must be accurately documented in the client files.
The subrecipient must pay vendors and contractors directly. Clients may not be paid or reimbursed directly.

**Weather-Related/Supply Shortage Funds
Emergency Assistance Program
Page 2**

- i. Cash vouchers or “gift card” for purchase of cooling or heating equipment or fuels are not allowed.
- j. Purchase and/or repair of cooling or heating equipment.
 - Equipment must meet the Underwriter Laboratory (UL) listings and local codes.
 - These funds may NOT be used to purchase, install, or repair any unvented combustion heating appliances.
 - All equipment repair or replacement must be conducted by a licensed contractor.
 - The subrecipient must establish a written policy for determining when an applicant is eligible based on need.
 - Cooling or heating equipment should be purchased in a manner to obtain the best possible product and price.
- l. Central air conditioning or heating equipment may be repaired or replaced in rental housing only with the written consent of the landlord. A sample agreement is enclosed.
- m. For pre-paid fuel assistance such as fuel oil or propane, the subrecipient is encouraged to purchase enough fuel to supply the client through the emergency period.
- n. It is recommended wherever possible that the subrecipient coordinate building inspections and repair with the local Weatherization Assistance Program in order to take advantage of its expertise and to leverage resources when feasible.

5. Written Policy

If the subrecipient chooses to implement this supplemental program, it must develop a written policy concerning how the Weather-Related/Supply Shortage funds will be administered. At a minimum, this policy must outline how client eligibility for these additional funds will be determined, how participants will be selected and what services will be provided. The subrecipient must address how life or health-threatening situations will be handled in an expedient manner. Priority must be given to those life or health-threatening situations. Special consideration must be given to households containing persons with health conditions that may be exacerbated by cold temperatures. Preference must be given to households containing elderly (60 years or older), young children (under 5 years of age), and persons with disabilities. The written policy must be submitted to the agency prior to its implementation.

ATTACHMENT III
EXHIBIT C

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
BUILDING OWNER/AGENT AGREEMENT

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

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

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

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

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

Owner/Authorized Agent _____ Title _____

Date _____

Provider Representative _____ Title _____

Date _____

**FLORIDA PERMISSION TO ENTER PREMISES FORM
(SAMPLE FORM)**

To the building owner:

Your building is being considered for services under the Emergency Home Energy Assistance Program (EHEAP). The EHEAP is funded by the United States Department of Health and Human Services (HHS) and administered in Florida by the Department of Community Affairs (DCA) through contracts with the Department of Elder Affairs and the Senior Connection Center, Inc. The qualification of the unit is based on the eligibility of the current resident. No financial commitment is required from you.

At the bottom of this page is a form granting your permission for the local EHEAP provider to enter your building to evaluate specific heating/cooling equipment needs. Before the work begins on your building, a representative of the local EHEAP provider will meet with you to review the proposed work and you will be required to sign a Building Owner's Agreement, a copy of which is attached so that you may review it before the final signing.

PERMISSION TO ENTER PREMISES

I, as owner/authorized agent for the building located at _____
_____ have read and understand the above and hereby
grant permission for representative's of _____
to enter this premises to evaluate specific heating/cooling equipment needs.

Name _____

Date _____

Title _____

Provider Representative _____

Date _____

Title _____

RESOLUTION B-17-036
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2016-2017

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2016-2017 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: NEIGHBORHOOD SERVICES
Fund: GENERAL FUND
Fund: GRANTS > 7/03
Description: Appropriates \$59,512 unanticipated revenue from the FY17-18 Emergency Home Energy Assistance Program grant to fund the Senior Connection Center, Inc.. The grant is effective April 1, 2017 through March 31, 2018, as specified in the grant agreement being presented to the Board along with this budget amendment. Also transfers \$4,808 from General Fund reserves to cover the anticipated shortfall for wages and benefits.

Batch ID: CR22317A/B

Reference: BU17000178

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 7th DAY OF March, 2017.



ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: Angelina Colonnese
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman

March 7, 2017 - Regular Meeting
Agenda Item #36

Subject

Emergency Home Energy Assistance for the Elderly Program FY 17/18 Agreement

Briefings

None

Contact and/or Presenter Information

Tracie Adams, Human Services Manager / Ext. 3030

APPROVED in Open Session
March 7, 2017
Manatee County Board of County
Commissioners

Action Requested

- Adoption of Resolution R-17-033 authorizing the acceptance of agreement EH-17/18-MAN from the Senior Connection Center, Inc., for the Emergency Home Energy Assistance for the Elderly Grant Program in the amount of \$59,512.00 for the time period April 1, 2017, to June 30, 2018.
- Adoption of Budget Resolution B-17-036 amending the annual budget for Manatee County, Florida, for FY 16/17.

Enabling/Regulating Authority

Florida Statutes Chapter 125

Background Discussion

- The 2017/2018 Emergency Home Energy Assistance for the Elderly Program (EHEAP) agreement will allow for approximately 220 authorized applications to be processed assisting those households with keeping their electric on or having the electric turned back on after disconnection.
- EHEAP is funded through the Senior Connection Center, Inc., and assists low income households with at least one person 60 years of age or older who are experiencing a home energy emergency.
- The program allows for assistance with electric bill payment once during the heating season and once during the cooling season through an application process.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - March 7, 2017

Return two originals of agreement and signed copies of Resolutions R-17-033 and B-17-036 to the Community Services Department. One original agreement will be returned to Board Records when executed by the funding source.

Email the signed Resolution B-17-036 to budget@mymanatee.org

3/8/17 QA emailed to Tracie Adams, Budget@FMD, and Clerk's Accounting originals to Tracie via interoffice mail

Cost and Funds Source Account Number and Name
\$59,512 State/Federal Funds FY 17/18 EHEAP 1739000211

Amount and Frequency of Recurring Costs
N/A

Attachment: [RESEHEAP1718.pdf](#)

Attachment: [B-17-036 FY18 EHEAP Grant.pdf](#)

Attachment: [EHEAP1718.pdf](#)