

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date:	December 15, 2020	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Senior Services

=====

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

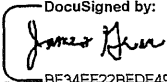

- A) Amendment 003 to Standard Agreement No. IP019-9500 (R2019-1836) for the Emergency Home Energy Assistance Program (EHEAP) (CFDA 93.568) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period October 1, 2019 through March 31, 2021, to revise, amend and replace portions of the standard agreement and increase the overall total funding by \$54,728, to provide home energy assistance to seniors; and
- B) a budget amendment of \$10,970 in the Division of Senior Services (DOSS) Administration Fund to align the budget to the actual grant award.

**Summary:** EHEAP provides emergency home energy assistance to seniors aged 60 and older experiencing a home energy emergency. Seniors who are unable to pay their electric bills can receive financial assistance multiple times up to \$3,500. This amendment will increase the funding to the County from \$6,500 to \$28,828. Currently, 422 seniors received services and 50 more seniors are estimated to be served by the end of the contract period, for an approximate total of 472 seniors who will receive energy payment assistance services. Sufficient funding is included in the current budget to meet County obligations. The budget amendment is necessary to align the County budget with the actual grant award. DOSS is responsible for providing services north of Hypoluxo Rd. The areas of service include all of the districts, excluding District 3, 4, 5 and 7 south of Hypoluxo Rd. No additional County match is required. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Rd. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Rd. (HH)

**Background and Justification:** EHEAP funds are used to provide emergency home energy assistance to seniors in crisis. Grant adjustments are made during the contract year to align services with need.

- Attachments:**
1. Budget Amendment
  2. Amendment 003 to EHEAP Standard Agreement

=====

	DocuSigned by:  BE34EE72BEDE492	12/1/2020
Recommended By:	_____	_____
	Department Director	Date
Approved By:		12/10/20
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	22,328				
External Revenue	(22,328)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	-0-	-0-			

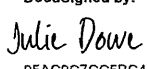
# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included in Current Budget? Yes X No      
 Does this item include the use of federal funds Yes X No    

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

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Funding source is Federal. This amendment will increase the funding to the County from \$6,500 to \$28,828. Sufficient funding is included in the current budget to meet County obligations. No additional funds are required for this agreement.

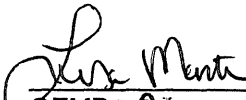
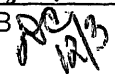
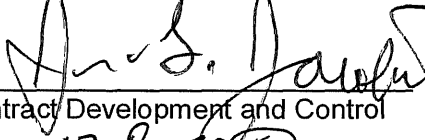
<b>Total Funding</b>	<b>1483</b>
<b>Funds</b>	<b>EH</b>
Grant	22,328
Match (10%)	0
NSIP	0
Program Income	0
Addnl. County Funds	0
<b>Total</b>	<b>22,328</b>


DocuSigned by:  
  
 05AC9C7CC6BC441...

**C. Departmental Fiscal Review:** \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Services

**III. REVIEW COMMENTS**

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

 12/7/2020  
 OFMB  BR 12/4 LM 12/4  
 12/8/2020  
 Contract Development and Control  
 12-8-2020

**B. Legal Sufficiency:**  
  
 Senior Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

21 - \_\_\_\_\_

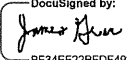
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX - 144 - 103020\*288  
BGRV - 144 - 103020\*89

FUND (1006) - DOSS - Administration \_\_\_\_\_

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/30/2020	REMAINING BALANCE
<b>REVENUE</b>								
<b>EHEAP</b>								
144 1483 3168	Fed Grant Indirect - Human Services	11,358	11,358	10,970		22,328		
<b>Total Revenue</b>		<b>10,407,946</b>	<b>10,407,946</b>	<b>10,970</b>		<b>10,418,916</b>		
<b>EXPENDITURE</b>								
<b>EHEAP</b>								
144 1483 4007	Travel-Mileage	1,142	1,142	10,970		12,112	0	12,112
<b>Total Expenditures</b>		<b>10,407,946</b>	<b>10,407,946</b>	<b>10,970</b>		<b>10,418,916</b>		<b>10,418,916</b>

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners At Meeting on December 15, 2020</b>
<p><b>COMMUNITY SERVICES</b>  <b>INITIATING DEPARTMENT/DIVISION James Green</b>  <b>Administration/Budget Department Approval</b>  <b>OFMB Department - Posted</b></p>	<p>DocuSigned by:    <small>BE34EF22BEDE492</small></p>	<p>12/1/2020</p>	<p>_____</p> <p>Deputy Clerk to the Board of County Commissioners</p>

DOSS  
PBC FY 2021  
**19-21 EHEAP #003**  
as of 10/30/2020

**19-21 EHEAP #003**

		CMB	New Grant (Award)	Grantor Amendments	Carryover (Recon. Award less Reported)	BBF in Prior GY's Final (Recon. Earned but not Recorded in Advantage)	New CMB - (What we're entitled to)	Adj Needed	<b>Fiscal - FY2021</b>
EH	1006-144-1483-3168 & 4007	11,358	22,328	0	0	0	22,328	<u>10,970</u>	22,328
							Total	10,970	22,328

**12/15/2020, Agenda Item Budget Amendment Total**

**19-21 EHEAP #003**

		2021	2022	Total
Operating Cost	22,328	22,328	0	22,328
External Revenue	(22,328)	(22,328)	(0)	(22,328)
Program Income (Cost)	0	0	0	0
Net Fiscal Impact	(0)	0	(0)	(0)

Total Funding	1457	1458	1459	1461	1483	Total
						FY2021
Funds	3B	C1	C2	3E	EH	Funds
Grant	0	0	0	0	22,328	22,328
Match (10%)	0	0	0	0	0	0
NSIP	0	0	0	0	0	0
Program Income			0	0	0	0
Addnl. County Funds					0	0
Total	0	0	0	0	22,328	22,328

## AMENDMENT 003

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

The purpose of this amendment is to increase the Standard Agreement term, increase services, and increase the overall total funding for the period October 1, 2019 through March 31, 2021 by \$54,728.00. Additionally this amendment (1) amends paragraph 3 of the Standard Agreement; (2) amends Paragraph 4 of the Standard Agreement; (3) amends paragraph 49 of the Standard Agreement; (4) revises and replaces Attachment I of the Standard Agreement, Statement of Work; (5) revises and replaces Attachment II Exhibit 2, of the Standard Agreement, Funding Summary; (6) revises and replaces Attachment IX of the Standard Agreement, Budget Summary; (7) revises and replaces Attachment XII of the Standard Agreement, Invoice Report Schedule; (8) revises and replaces Attachment XIII of the Standard Agreement, Poverty Income Guidelines; (9) revises and replaces Attachment XV of the Standard Agreement, Sources of Income; (10) revises and replaces Attachment XVII of the Standard Agreement, EHEAP Application and Eligibility Worksheet; (11) revises and replaces Attachment XVIII of the Standard Agreement, EHEAP Application and Eligibility Worksheet Instructions; and (12) revises and replaces Attachment XIX of the Standard Agreement, EHEAP Client File Content Checklist.

**(1) Paragraph 3 of the Standard Agreement is hereby amended to read:**

**3. Term of Agreement:**

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **October 1, 2019** or on the date the Agreement has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **March 31, 2021**.

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

**4. Agreement Amount:**

The Agency agrees to pay for agreed services according to the terms and conditions of this Agreement in an amount not to exceed \$28,828.00 subject to the availability of funds. The Agency will provide a spending authority in the amount of \$185,477.00 for client services. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

**(3) Paragraph 49 of the Standard Agreement is hereby amended to read:**

**49. Final Invoice:**

The Provider shall submit the final invoice for payment to the Agency as specified in Paragraph III.B of **Attachment 1**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**(4) Attachment I, Statement of Work is hereby replaced with the following Attachment I:**

**STATEMENT OF WORK  
EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM**

**I. SERVICES TO BE PROVIDED**

**A. DEFINITION OF TERMS**

1. **Eighteen (18) hour rule** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.

## AMENDMENT 003

2. **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.
3. **Caseworker** – Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet (Attachment XVII) and awarding crisis benefits.
4. **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.
5. **Client Application Date** -The date the application is completed (whether by self or with assistance) and signed by the elder. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted. 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.
6. **Crisis** - A home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy.
7. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
8. **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 or forty-eight (18/48) hour rule was met.
  - b. Vendors must be paid within forty-five (45) days of the date of resolution.
9. **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 18/48-hour rule for crisis resolution begins when the application is date stamped.
10. **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) from the Social Security Administration.
11. **Elder** – An individual aged sixty (60) years or older.
12. **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 with assistance contacting another agency if EHEAP funding is not available or the elder is ineligible.
13. **Energy Subsidy** - Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
14. **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.
15. **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.

## AMENDMENT 003

16. **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
17. **Minimum Level of Service** – Service to a minimum of one household per month.
18. **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device; and/or the repair of a heating/cooling device.
19. **Priority for Assistance** – Households with the highest home energy needs and lowest household income, which will be 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.
20. **Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP.
21. **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
22. **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
23. **Service Unit** – One individual (elder) served.
24. **Social Security Number** – The number on an elder’s Social Security card or the number provided by an award or determination letter from an entity, such as a government agency, that has already verified the social security number.
25. **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 and 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.
26. **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.

**B. GENERAL DESCRIPTION****1. General Statement**

The Emergency Home Energy Assistance for the Elderly 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. The primary purpose of the EHEAP program is to prevent, prepare for, and respond to coronavirus; including assisting low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

**2. Authority**

The relevant federal and state authorities governing EHEAP are:

- a. Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35), as amended;
- b. 42 United States Code (U.S.C.) § 8621 et seq.;
- c. 45 Code of Federal Regulations (CFR) Part 96, Subpart H (§§ 96.80-96.89);
- d. Section 409.508, Florida Statutes (F.S.) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
- e. Rule Chapter 73C-26, F.A.C.;
- f. State of Florida LIHEAP Policies and Procedures Manual; and
- g. LIHEAP State Plan.

**3. Scope of Service**



## AMENDMENT 003

The Provider is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive multiple crisis assistance benefit(s), that combined not to exceed \$3,500.00 during the term of this Agreement. Eligible, elders may receive crisis assistance benefits during the period from October 1, 2019 to March 31, 2021.

a. The services provided under this Agreement shall be in a manner consistent with and described in Attachment I, Section II: Manner of Service Provision. Provider, in collaboration with its EHEAP program partners, shall ensure the following service tasks are completed:

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

#### 4. Major Program Goals

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 Summer and Winter Crisis seasons are waived until the funding is fully expended.

##### a. Standard Crisis

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

- (1) The elder has been notified that the energy source for cooling or heating is going to be disconnected;
- (2) The elder has received a notice indicating the energy source is delinquent or past due; and/or
- (3) The elder has an energy bill for which the due date has lapsed;

##### b. Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been disconnected;
- (2) The elder is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating; or
- (3) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair of heating or cooling equipment, or needing an interim emergency measure to avoid further crisis.

### C. CLIENTS TO BE SERVED

#### 1. General Description

EHEAP provides for direct client services 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 one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services.

#### 2. Client Eligibility

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

- a. Be aged sixty (60) or older;
- b. Reside in the EHEAP service area (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 Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay

## AMENDMENT 003

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 percent (150%) of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I.C.3.d. of this contract;
- 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.

### 3. Client Determination

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

- a. Provide assistance to elders in completing Department-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 Agreement;
- 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 and reference the current year EHEAP Sources of Income (Attachment XV) to determine what is considered allowable income. Provider shall proceed as follows:
  - (1) Total household income cannot exceed one hundred fifty percent (150%) of the current federal Poverty Income Guidelines (Attachment XIII);
    - i. Stimulus payments from the federal government in relation to the Coronavirus Disease will not be considered income and will not be considered in determining a household's Federal Poverty Level (150% or below).
    - ii. Any type of unemployment payments will not be counted as income.
  - (2) Obtain a self-declaration from household members aged eighteen (18) years or older claiming zero income. Self-declarations must be completed and signed by the household member who is claiming zero income.
    - i. Zero income can be determined with proof of client employment termination or self-declaration.
    - ii. Zero income can be determined at the time of application and projected forward (current economic status), instead of using the past 30 days. If applicable, clients should note the reason for zero income related to COVID19.
    - iii. Although not counted as income for eligibility purposes, excluded income sources may be used to determine how a household is meeting its expenses.
- 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. Provider shall proceed as follows:
  - (1) 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
  - (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

## AMENDMENT 003

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 SSI. Elders 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 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 percent (50%) of the current federal poverty guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than the household crisis assistance cap of \$3,500.00.
  - (1) Elders may apply for and receive multiple crisis assistance benefit.
  - (2) Water, sewer, garbage, and fire, etc. charges may not be paid.
  - (3) Crisis assistance benefit may consist of payment of more than one energy obligation in the following allowable categories for a household to resolve a single crisis:
    - (i) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
    - (ii) Temporary emergency shelter (if needed due to energy-related crisis);
    - (iii) Payment to landlords (when utility costs are included in rent);
    - (iv) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);
    - (v) Deposits to connect or restore energy;
    - (vi) Late fees, disconnect fees, and reconnect fees;
    - (vii) Charges from a previous account held by the applicant that is now closed;
    - (viii) Blankets and fans;
    - (ix) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding.  
Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill;
    - (x) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service;
    - (xi) Pre-pay home energy usage:
      - a. The elder is within seven days of using the remaining balance of the pre-purchased energy source, the elder's power is currently disconnected/shut off, or the elder needs a deposit.
      - b. The benefit amount for pre-paid account shall be for one month's energy usage and may include other allowable costs;
    - (xii) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance; and
    - (xiii) 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.

## AMENDMENT 003

- i. In no case shall the Provider be required to incur costs in excess of the full Agreement amount to provide services to the clients.

**II. MANNER OF SERVICE PROVISION****A. SERVICE TASKS**

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

1. Ensure that all eligible elders meet the requirements of Section I.C.2. of Attachment I this Agreement;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.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 or forty-eight (18/48) hours of the application date stamp, and document in the client file that the crisis was resolved within eighteen or forty-eight (18/48) hours;
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal on agency letterhead within fifteen (15) working days of crisis resolution. The written Notice of Approval and Appeal shall include:
  - a. Type and amount of assistance;
  - b. Name of the home 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. Provider's appeal process.
  - e. Signature, date and contact information of agency's authorized representative.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal on agency letterhead 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 Provider's benefit limits, if applicable;
  - f. Provider's appeal process;
  - g. Explanation of circumstances under which 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.
  - k. Signature, date and contact information of agency's authorized representative.
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 Provider'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, Provider must respond in writing within ten (10) working days;
  - b. Elders may appeal Provider's first response by filing its objections to the response with Provider's

## AMENDMENT 003

Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and

- c. Upon receipt of a validly filed objection to the first response, Provider 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 circumstances under which the elder may reapply for services.
8. Post appeal provisions in a prominent place and in plain view at all locations where EHEAP applications are received;
9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
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 exceeding the household crisis benefit cap 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. Provider shall, in collecting elders' 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/does/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;

### 13. Consumer Outreach

Ensure that households in all counties within the service area wishing to benefit from the program have the opportunity to do so. Provider shall undertake consumer outreach initiatives in all counties within the service area 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);
- f. Developing and implementing an EHEAP education campaign in conjunction with the provision of other services.

### 14. Program Partners and Stakeholder Coordination

## AMENDMENT 003

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

- a. Communicating with the DEO LIHEAP contractors in their respective service areas to prevent exceeding the household crisis assistance cap to elders;
- 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 ensure coordination and referrals. The MOU shall be reviewed and renewed at least every five years. Provider, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP or LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. Provider shall maintain copies of all MOUs;
- c. Establishing a new, or continuing an existing, MOU with service area LIHEAP contractors. Each MOU shall ensure coordination of services, avoid duplication of assistance, and 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. Provider shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Provider current EHEAP requirements and guidelines;
- d. Developing agreements with home energy vendors that benefit elders. Provider shall maintain copies of all vendor agreements. All current EHEAP agreements between Provider and home energy vendors are valid under the EHEAP Agreement. All agreements between Provider and home energy vendors shall contain the following conditions:
  - (1) The beginning and ending date of the Vendor Agreement;
  - (2) The Provider's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of an elder;
  - (3) The home energy vendor's representative(s) authorized to resolve a crisis;
  - (4) A description of how energy payments will be made directly to the home energy vendor on behalf of the EHEAP eligible customer;
  - (5) 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;
  - (6) 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;
  - (7) A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
  - (8) A statement that Provider may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the home energy vendor is aware that those charges are the responsibility of the elder;
  - (9) Assurance from the home 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 home energy vendor will assist Provider 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;

## AMENDMENT 003

- (11) Provider's commitment to make payment to the home energy vendor within forty-five (45) days of the date of crisis resolution;
  - (12) Assurance from the home energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to Provider or, with Provider's approval, applied to another eligible customer's account;
  - (13) Assurance that the Provider 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 home energy vendor;
  - (14) Assurance that the home energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the home energy vendor will provide the requested customer data to DEO;
  - (15) The agreement will be reviewed by both parties at least every five (5) years;
  - (16) The agreement must be signed by a representative of both Provider and the vendor who has authority to bind the entity and enter into such commitments; and
  - (17) The home energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida (<http://sunbiz.org/search.html>). The business name on the vendor agreement must match the legal business name on the State of Florida Sunbiz website; and
15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

**B. STAFFING REQUIREMENTS****1. Use of Subcontractors**

If an entity other than the Provider provides any service required under this Agreement, the Provider shall ensure the following requirements are met:

- a. Eligible entities that provide outreach, perform intake, make eligibility determinations, or process benefit payments must be one of the following:
  - (1) A Local City Government;
  - (2) A Local County Government;
  - (3) A Community-Based Organization;
  - (4) A Faith-Based Organization; or
  - (5) A State Community Services Agency.
- b. For the term of this Agreement, each month subcontractor shall provide to Provider the following information:
  - (1) The total number of individuals served with crisis assistance for the reporting month;
  - (2) The total number of individuals ineligible or denied assistance during the reporting month;
  - (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month; and
  - (4) The total amount of funding expended for crisis assistance per Community Care Service Area (CCSA) for the reporting month.
- c. Entities providing any service required under this Agreement must comply with the FFATA. This includes securing a DUNS number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).
- d. Entities must maintain current written agreements in the following formats with service providers:
  - (1) A MOU shall be executed by both parties if a service provider performs any service required

## AMENDMENT 003

under this Agreement 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.

Provider shall submit a copy of all MOUs to the Agency's Program Compliance/Quality Assurance

Monitor within thirty (30) days of the Agreement execution date; and

(2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service

required under this Agreement and is awarded a direct pass-through of federal funds to operate the program and provide program services.

- e. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative 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.
- f. If any of the work required under this Agreement is subcontracted, Provider shall include in the subcontract that the subcontractor is bound by the terms of this Agreement, is bound by all applicable state and federal laws and regulations, and shall hold the Department and Agency harmless against all claims of any nature arising out of the subcontractor's performance of work under this Agreement to the extent allowed and required by law.
- g. Subcontractor shall not be permitted to perform services related to this Agreement without an executed subcontract and an approved Provider Cost Analysis or MOU verifying that subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 25-26 of the Standard Agreement, the Agency shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- h. Provider shall document the subcontractor's progress in performing its work under this Agreement in the quarterly report.
- i. For each subcontractor, Provider shall provide a written statement to the Agency regarding whether that subcontractor is a minority vendor, as defined in Section 288.703, F.S.
- j. If this Agreement involves the use of a subcontractor or third party, then Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, Provider shall notify the Agency's Program Compliance/Quality Assurance Monitor and the Agency's Chief Financial Officer in writing of such delay.

## C. SERVICE DELIVERY

### 1. Service Delivery Location

Provider shall ensure that the services provided under this Agreement are available to residents within each area of the Community Care Service Area by in-person service, telephone, and/or other electronic means.

### 2. Service Times

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

- 3. Provider shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

## D. DELIVERABLES



## AMENDMENT 003

**1. Deliverables**

- a. Certification that Provider must operate during its regular business hours, as identified in Section II.C.2. of this Agreement.
- b. Provider shall provide the minimum level of service per month in each Community Care Service Area served, as defined in Section I.A.17.

**2. Source Documentation**

The deliverables shall be reported monthly on Provider's monthly financial status reports. Successful completion of the deliverables shall be determined by the Agency's receipt of Provider's EHEAP Request for Payment (Attachment XI) containing the number of individuals served with crisis assistance; number of individuals ineligible or denied assistance; number of applicants served by referral to other community resources for energy assistance; a summary of funds expended per Community Care Service Area for the reporting month using the EHEAP Cost Reimbursement Summary form (Attachment XX); and the certification required in Section III, E.2.

**3. Records and Documentation**

Provider will maintain a separate record (paper and CIRTS) for each EHEAP applicant that includes the following, as applicable:

- a. The EHEAP Application and Eligibility Worksheet (Attachment XVII) completed and signed by Provider and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Provider is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (Attachment XVIII) issued by the Department.
  - (1) If Provider approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVII); or
  - (2) If Provider denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVII).
- 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 those numbers for all household members, or the citation to the applicable exemption;
- e. 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>);
- 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. 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 percent (50%) 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;
  - (1) The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
  - (2) Use of the most current utility bill(s) which provides the vendor's name and address, account

## AMENDMENT 003

holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation does not include all of this information, Provider must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet (Attachment XVII).

- k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or a statement on the application which states that the elder refused to sign the waiver;
- l. Copies of approval or denial letters, including those related to the initial application and all appeals, 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;
- o. Notation if EHEAP prevented a disconnection or restored an energy disruption;
- p. Documentation of coordination with LIHEAP providers to avoid exceeding the individual crisis cap for households with elderly residents;
- q. Proof of payment made to vendors;
- r. Documentation of calculation of benefits for elders living in subsidized housing; and
- s. Completed EHEAP Client File Content Checklist (Attachment XIX).

## E. PERFORMANCE SPECIFICATIONS

### 1. Reports

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

- a. Provider shall report monthly on Agency's EHEAP Request for Payment (Attachment XI) as delineated in Section II.E.1.e. of this Agreement.

### b. Administrative and Outreach Expense Budget Detail

Provider shall submit to the Agency's EHEAP Fiscal Manager the EHEAP Administrative and Outreach Expense Budget Detail (Attachment X). The EHEAP Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Provider and funds subcontracted. The EHEAP Administrative and Outreach Expense Budget Detail shall include all Provider positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than one hundred percent (100%) of the salary.

### c. Provider Cost Analysis

State of Florida Chief Financial Officer Memorandum No. 02 (released October 3, 2012), requires Provider to provide assistance to the Agency's Fiscal Manager in completing the DOEA Cost Analysis for Non-Competitively Procured Contracts In Excess of Category II.

- (1) The Provider shall submit a completed Cost Analysis which shall reflect Administrative, Outreach, and Crisis Service allocations as delineated on the EHEAP Budget Summary (Attachment IX) and must be sufficient to explain the expenditures' allowability, allocability, and reasonableness. The Cost Analysis shall be submitted and approved by the Agency's Fiscal Manager prior to execution of this Agreement. All subsequent amendments that affect the budget shall also be submitted and approved by the Agency prior to any change.

## AMENDMENT 003

**d. EHEAP Quarterly Report**

The quarterly EHEAP Summary Report shall be submitted based on the following schedule:

REPORT	REPORTING PERIOD	DATE DUE TO AGENCY
1	10/01/19 – 12/31/19	January 10, 2020
2	01/01/20 – 03/31/20	April 10, 2020
3	04/01/20 – 06/30/20	July 10, 2020
4	07/01/20 – 09/30/20	October 10, 2020
5	10/01/20 – 12/31/20	January 10, 2021
6	01/01/21 – 03/31/21	April 10, 2021

(1) The Provider shall ensure timely and accurate CIRTSS data entry of EHEAP activity and submit to the Agency's Program Compliance/Quality Assurance Monitor the service report entitled "EHEAP Summary" from CIRTSS. The report shall reflect the use of EHEAP in each Community Care Service Area and shall be inclusive of all elders applying for crisis energy assistance during the reporting month or period. The EHEAP Summary Report parameters for the program year shall be:

- (i) PSA;
- (ii) All Providers;
- (iii) All Locations;
- (iv) Start Date (first date of reporting period); and
- (v) End Date (last date of reporting period).

e. For the term of this Agreement, each month Provider shall provide to the Agency, by the 10<sup>th</sup> of each month for the preceding month, the following information:

- (1) The total number of individuals served with crisis assistance for the reporting month;
- (2) The total number of individuals ineligible or denied assistance during the reporting month;
- (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month; and
- (4) The total amount of funding expended for crisis assistance per Community Care Service Area for the reporting month.

**f. Program Effectiveness Reports**

Provider agrees to provide to the Agency any additional service reports requested by the Agency concerning the effectiveness of the program and shall include any statistics and information that the Agency may require. The reporting period shall begin with the effective date of this Agreement in a format and according to a schedule provided by the Agency for each report.

**2. Monitoring and Evaluation Methodology**

Provider shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that the scope of work is accomplished within the specified time periods and budgets set and that other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in this Agreement and reported in the quarterly report.

- a. Provider shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist (Attachment XIX).
- b. The Agency shall, at its own discretion, conduct investigations concerning any aspect of Provider's

## AMENDMENT 003

performance of this Agreement.

- c. The Agency shall conduct a full onsite review of Provider at least once during each three-year period. Provider shall allow the Agency to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Provider contracts to carry out program activities.
- d. The Agency shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e. The Department and Agency shall conduct EHEAP intake site visits.
- f. In conjunction with onsite monitoring visits and desk review activities, the Agency shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist, (Attachment XIX).
- g. The Agency shall conduct follow-up reviews including prompt return visits to Providers that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

**F. PROVIDER RESPONSIBILITIES**

1. Make vendor payments directly to fuel and/or home energy providers on behalf of eligible elders.
2. Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the Department. The maximum crisis assistance cap for this contract is \$3,500.00 per household.
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 area of the Community Care Service Area.
  - a. Provider shall ensure that each area within their Community Care Service Area receives a minimum level of crisis services monthly, as delineated in Section I.A.17.;
  - b. EHEAP funded staff shall make themselves available in all underserved areas of the Community Care Service Area as needed, to ensure that the minimum level of service is met; and
  - c. Provider shall provide oversight to ensure that the minimum level of service is provided monthly in each area of Provider's Community Care 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.
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 in all counties within Provider's 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 monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP administrative award to Contractor or Subcontractor are paid from non-federal sources.
10. 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.
11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address the conditions under which an elder is eligible for such funds

## AMENDMENT 003

and what constitutes an emergency related to lack of heating or cooling.

12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Department and Agency to cover EHEAP policies and procedures.
13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
14. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall be distributed to all subcontractors that provide any service under EHEAP. The EHEAP Policies and Procedures Manual shall be reviewed during, and in accordance with, the Agency's EHEAP contract monitoring schedule, and shall include the following:
  - a. The State of Florida LIHEAP Policies and Procedures Manual;
  - b. An MOU with all service area LIHEAP providers;
  - c. An MOU with all service area WAP providers;
  - d. Provider's cost allocation methodology;
  - e. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement;
  - f. Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended in all areas within Provider's Community Care Service Area;
  - g. Policies regarding the detection and prevention of fraud and abuse of program funds;
  - h. Policies that address serving family members and employees;
  - i. Policies and procedures to secure applicant Social Security Numbers in order to protect applicants' identities;
  - j. Procedures for computer system backup and recovery;
  - k. Procedures for referral or access assistance to the "Lifeline Program";
  - l. A policy outlining the criteria to determine if a household has a "home energy crisis" and the information and/or documentation required to verify the crisis;
  - m. Policies and procedures for determining the eligibility of elders applying for EHEAP;
  - n. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
  - o. 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;
  - p. A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
  - q. Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
  - r. A resource guide, or 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;
  - s. Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
  - t. 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. Notwithstanding that tasks for which the Provider is held accountable involve coordination with other entities in performing this Agreement, the failure of other entities does not alleviate the Provider from any

## AMENDMENT 003

accountability for tasks or services that the Provider is obligated to perform pursuant to this Agreement.

**G. AGENCY RESPONSIBILITIES**

1. The Agency may provide technical support and assistance to the Provider within the resources of the Agency to assist the Provider in meeting the requirements of this Agreement. The support and assistance, or lack thereof, shall not relieve the Provider from full performance of Agreement requirements.
2. The Agency will provide to Provider the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.
  - a. This Agreement excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.
  - b. To the extent any conflict arises between this Agreement and any incorporated reference contained herein, this Agreement shall have precedence.

**III. METHOD OF PAYMENT****A. PAYMENT METHOD USED**

The Method of Payment for this Agreement is cost reimbursement, subject to the availability of funds and Provider performance. The Agency will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II, Manner of Service Provision, and in accordance with other terms and conditions of this Agreement.

**1. Cost Reimbursement**

The Provider agrees to distribute funds as detailed in the EHEAP Budget Summary (Attachment IX) attached to this Agreement. Any change in allocation of categorical or total amounts of funds identified on the EHEAP Budget Summary form require an Agreement amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IX. All Cost Reimbursement EHEAP Requests for Payment must include the actual EHEAP Receipts and Expenditure Reports beginning with the first month of this Agreement.

**a. Budget Summary**

Provider agrees to implement the distribution of funds as detailed in the EHEAP Budget Summary (Attachment IX). An amendment is required to change category allocations or the total amount of this Agreement.

**(1) Administrative Expense**

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with financial and administrative management of the program. 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 award to Provider or subcontractor must be paid from non-federal sources. Providers must have adequate procedures for monitoring and oversight to ensure compliance.

**(2) Outreach Expense**

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff and subcontractor expenses such as salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expense shall not include senior management expense, except when outreach and intake involving direct contact with elders occurs. Documentation to support this exception shall be maintained by Provider and available upon request.

## AMENDMENT 003

**c. Indirect Cost Rate**

Per 2 C.F.R. § 200.331(a)(4), subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists, then the subrecipient shall have either a rate negotiated with the Department (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate as defined in 2 C.F.R. § 200.414(f). Subrecipient shall maintain its current Indirect Cost Rate Proposal and make the proposal available upon request. If subrecipient chooses to use the de minimis rate, subrecipient shall make sure it is entitled to use that rate and include a statement to that effect. Subrecipient is not obligated to establish an indirect cost rate if subrecipient does not charge an indirect cost rate.

**2. Advance Payments**

Advance payments will not be issued for this project.

**B.** The final request for payment is due to the Agency no later than April 20, 2021.

**C. METHOD OF INVOICE PAYMENT**

Payment shall be made upon Provider's presentation of an invoice subsequent to the acceptance and approval by the Agency of the deliverables on the invoice. The form and substance of each invoice submitted by Provider shall be as follows:

1. Request payment for services as established in the EHEAP Budget Summary (Attachment IX);
2. Provider shall consolidate all Requests for Payment from subcontractors and Receipts and Expenditure Reports that support requests for payment and shall submit them to the Agency using the EHEAP Request for Payment (Attachment XI), and EHEAP Cost Reimbursement Summary (Attachment XX);
3. Provider shall include required supporting documentation as delineated in Section III.E. with the cost reimbursement portion of the invoice.

**D. PAYMENT WITHHOLDING**

Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved.

**E. SUPPORTING DOCUMENTATION REQUIREMENTS**

For the reporting month, Provider shall include the following with Request for Payment:

1. The number of individuals served that include:
  - a. The number of individuals served with crisis assistance during the reporting month;
  - b. The number of individuals ineligible or denied assistance during the reporting month;
  - c. The number of individuals referred to other community resources for energy assistance during the reporting month;
2. Certification that Provider operated during its normal business hours during the reporting month;
3. The total amount of funding expended for crisis assistance per Community Care Service Area for the reporting period; and
4. The Certified Minority Business Subcontract Expenditure Form (CMBE Form) (Attachment VIII), if applicable.

**F. REMEDIES-NONCONFORMING SERVICES**

Provider shall ensure that all participants served under this Agreement 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 Agreement.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Provider shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Provider shall

## AMENDMENT 003

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

**G. CONSEQUENCES FOR NON-COMPLIANCE**

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in the performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment XII to this Agreement; accurate CIRTS data entry; timely response to APS high risk referrals; adherence to DoEA nutrition program standards; performance specifications outlined in Section I.I.E of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

The Agency, at its discretion, may impose sanctions on the Provider within the Agreement period, including withholding of Agreement payments, when repeated deficiencies in the same area go uncorrected as follows:

First Sanction: A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.

Second Sanction: If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.

Third Sanction: The Agreement is terminated as described in Section 52.

**IV. SPECIAL PROVISIONS**

**A.** The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

**B. Modifications**

The Agency shall not be obligated to reimburse Provider for expenditures in excess of the funded amount of this Agreement unless and until the Agency officially approves such expenditures by executing a written modification to the original Agreement, signed by both Parties.

1. Provider must use an Agency approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

**C. Enforcement**

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superceded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Your Aging and Disability Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.



## AMENDMENT 003

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other appropriate actions if the Agency finds that any of the following have occurred:

- a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
  - b. The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
  - c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or Agency standards;
  - d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency;
  - e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this Agreement with the Agency, or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency;
  - f. The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets; or
  - g. The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.
2. In making any determination under this provision, the Agency may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Palm Beach County, Florida.

***END OF ATTACHMENT***

AMENDMENT 003

(5) Attachment II, Exhibit 2, Funding Summary is hereby replaced with the following Attachment II, Exhibit 2:

**EXHIBIT 2  
FUNDING SUMMARY**

**Note:** Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT  
CONSIST OF THE FOLLOWING:**

			FEDERAL AWARD DATE: April 2019
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$214,305.00
<b>TOTAL FEDERAL AWARD</b>			<b>\$214,305.00</b>

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

**FEDERAL FUNDS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF  
THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
<b>TOTAL STATE AWARD</b>			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
	General Revenue		
<b>TOTAL AWARD</b>			

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

**STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S. and 215.971 F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement  
Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

(6) Attachment IX, Budget Summary is hereby replaced with the following Attachment IX.

**ATTACHMENT IX**

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

PSA: 9

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

	Total Award
TOTAL ADMINISTRATIVE BUDGET	\$1,200.00
TOTAL OUTREACH BUDGET	\$27,628.00
CRISIS ASSISTANCE	\$185,477.00
WEATHER RELATED/SUPPLY SHORTAGE CRISIS**	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$214,305.00</b>

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

53

\* Eligible households may be provided with more than one benefit, totaling no more than \$3,500. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits.

\*\*Weather Related/Supply Shortage funds are a set-aside for emergency assistance. These funds must be held in this budget line item category until December 15th of the program year, for use in response to a possible disaster.

**(7) Attachment XII, Invoice Report Schedule is hereby revised and replaced with the following Attachment XII.**

## ATTACHMENT XII

### EHEAP INVOICE REPORT SCHEDULE

Report Number	Based Upon	Date Due to the Agency
1	October Advance*	Upon receipt of executed contract.
2	November Advance*	Upon receipt of executed contract.
3	October Expenditure Report	November 10, 2019
4	November Expenditure Report	December 10, 2019
5	December Expenditure Report	January 10, 2020
6	January Expenditure Report	February 10, 2020
7	February Expenditure Report	March 10, 2020
8	March Expenditure Report	April 10, 2020
9	April Expenditure Report	May 10, 2020
10	May Expenditure Report	June 10, 2020
11	June Expenditure Report	July 10, 2020
12	July Expenditure Report	August 10, 2020
13	August Expenditure Report	September 10, 2020
14	September Expenditure Report	October 10, 2020
15	October Expenditure Report	November 10, 2020
16	November Expenditure Report	December 10, 2020
17	December Expenditure Report	January 10, 2021
18	January Expenditure Report	February 10, 2021
19	February Expenditure Report	March 10, 2021
20	March Expenditure Report	April 10, 2021
21	Final Request for Payment	April 20, 2021

\* Advance based on projected cash need.

Note 1 Report #1 and #2, advance basis invoices, cannot be submitted to the Agency of prior to October 1 or until the contract with the Agency has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the Receipts and Expenditure Report.

Note 2 Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued for the first one or two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XII).

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

**(8) Attachment XIII, Poverty Income Guidelines is hereby revised and replaced with the following Attachment XIII.**

**ATTACHMENT XIII  
POVERTY INCOME GUIDELINES  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
POVERTY INCOME GUIDELINES\***

**EFFECTIVE JULY 1, 2020**

<b>PEOPLE IN THE HOUSEHOLD</b>	<b>150%</b>
<b>1</b>	<b>\$19,140</b>
<b>2</b>	<b>\$25,860</b>
<b>3</b>	<b>\$32,580</b>
<b>4</b>	<b>\$39,300</b>
<b>5</b>	<b>\$46,020</b>
<b>6</b>	<b>\$52,740</b>
<b>7</b>	<b>\$59,460</b>
<b>8</b>	<b>\$66,180</b>
<b>For each additional person in the household with more than 8 people, add:</b>	<b>\$ 6,720</b>

\*These figures are based on the 2020 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the *Federal Register* on January 17, 2020.

(9) Attachment XV, Sources of Income is hereby revised and replaced with the following Attachment XV.

**ATTACHMENT XV  
EHEAP SOURCES OF INCOME**

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY FY 2020/2021 SOURCES OF INCOME EFFECTIVE June 1, 2020	
INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
<ol style="list-style-type: none"> <li>1. Money wages and salaries before any deductions</li> <li>2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses)</li> <li>3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses)</li> <li>4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments.</li> <li>5. Payments to foster children age 18 or older received through the Independent Living Program</li> <li>6. Training stipends</li> <li>7. Alimony</li> <li>8. Child Support</li> <li>9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit <b>including</b> the garnished deduction must be used when calculating the applicant's income.)</li> <li>10. Military family allotment or other regular support from a family member or someone not living in the household</li> <li>11. Private pensions</li> <li>12. Government employee pensions (including military retirement pay)</li> <li>13. Regular insurance or annuity payments</li> <li>14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <b>Only count as income those funds specifically allotted for living expenses</b></li> <li>15. Dividends</li> <li>16. Interest</li> <li>17. Net rental income</li> <li>18. Net royalties</li> <li>19. Periodic receipts from estates or trusts</li> <li>20. Net gambling or lottery winnings</li> </ol>	<ol style="list-style-type: none"> <li>1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, the sale of property, a house or a car.</li> <li>2. Tax Refunds</li> <li>3. Gifts</li> <li>4. Loans</li> <li>5. Lump-sum inheritances</li> <li>6. One-time insurance payments</li> <li>7. Foster Care Payments*</li> <li>8. Compensation for injury</li> <li>9. <u>Combat zone pay to the military</u></li> <li>10. Adoption Subsidies</li> <li>11. Reverse Mortgage Payments</li> <li>12. <u>NON-CASH BENEFITS</u> <ol style="list-style-type: none"> <li>(a) Employer-paid or union paid portion of health insurance or other employee benefits</li> <li>(b) Food or housing received in lieu of wages</li> <li>(c) The value of food and fuel produced and consumed on farms.</li> <li>(d) The imputed value of rent from owner-occupied non-farm or farm housing.</li> <li>(e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance.</li> </ol> </li> <li>13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason unless a recipient received an overpayment of benefits. The total amount of the SSI benefit <b>minus</b> the garnished deduction for recoupment must be used when calculating the applicant's income.  *Persons whose cost of residence is paid through a foster care or residential program administered by the state <b>cannot</b> be counted as household members.</li> <li>14. <b>Stimulus payments from the federal government in relation to the Coronavirus Disease will not be considered income and will not be considered in determining a household's Federal Poverty Level (150% or below).</b></li> <li>15. <b>Any type of unemployment payments will not be counted as income.</b></li> </ol>

**(10) Attachment XVII, EHEAP Application and Eligibility Worksheet is hereby revised and replaced with the following Attachment XVII.**

**ATTACHMENT XVII  
 EHEAP APPLICATION AND ELIGIBILITY WORKSHEET**

Emergency Home Energy Assistance for the Elderly Program – Application			
<b>Section One: Applicant (Aged 60 and older) Information</b>			<div style="border: 1px solid black; padding: 5px;"> <p>Date Stamp</p> <hr/> <p>Intake worker's name:</p> <hr/> <p>Phone:</p> </div>
Name: (First, M, Last)		<input type="checkbox"/> Crisis Assistance	
Date of birth:	Age:	SSN:	
Service address:			
City:	Florida County:	ZIP Code:	
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Number of people in the household:	Phone:	
Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Partnered <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed			
Race: <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Other			
Ethnicity: <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other		Primary Language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other _____	
Does client have limited ability reading, writing, speaking, or understanding the English language? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the client a veteran? <input type="checkbox"/> Yes <input type="checkbox"/> No		Was client referred to the local Veteran's Affairs office? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Applicant's income type(s):		Applicant's monthly income amount:	
<b>Section Two: Additional Household Members Information</b>			
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
<b>Section Three: Household Characteristics</b>			
Is there a child 5 years of age or younger in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, select all that applies: <input type="checkbox"/> 0-2 years old <input type="checkbox"/> 3-5 years old			
Is there an individual with a disability in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the applicant a homeowner? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does applicant live in government subsidized housing, such as Section 8? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the facility name: _____			
<b>Section Four: Heating and Cooling Information</b>			
Have you or any member of your household received energy assistance in the current season? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of Agency: _____ Type of Assistance: <input type="checkbox"/> Crisis <input type="checkbox"/> Home Energy <input type="checkbox"/> Weather-Related Date: _____			

What is the primary source of home heating? (select one) <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Wood/Coal <input type="checkbox"/> Refillable Fuels	
Does household use supplemental heating source? <input type="checkbox"/> Electricity <input type="checkbox"/> Wood/Coal <input type="checkbox"/> N/A	
Air conditioning unit type? <input type="checkbox"/> Central A/C <input type="checkbox"/> Window/Wall A/C <input type="checkbox"/> Fans <input type="checkbox"/> Other – specify (including evaporative cooler)	
Section Five: Energy Crisis Explanation	Client Attestation and Signature
<input type="checkbox"/> Home cooling or heating energy source has been disconnected. <i>(Life-Threatening/18-hour)</i>	<p>The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.)</p> <p>Client            Signature: _____</p> <p>Date: _____</p>
<input type="checkbox"/> Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. <i>(Life-Threatening/18-hour)</i>	
<input type="checkbox"/> Other problems with lack of cooling or heating in the home, such as needing to pay a deposit, repair of equipment, or interim emergency measure to avoid further crisis. <i>(Life-Threatening/18-hour)</i>	
<input type="checkbox"/> Notified that the energy source for cooling or heating is going to be disconnected. <i>(Standard/48-hour)</i>	
<input type="checkbox"/> Received a notice indicating the energy source bill is delinquent or past due. <i>(Standard/48-hour)</i>	
<input type="checkbox"/> Has an energy source bill for which the due date has lapsed. <i>(Standard/48-hour)</i>	

DOEA Form 114 – 06/01/2020



**Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet**

**Section Six: Income Eligibility Determination**

Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	<b>Poverty Guidelines effective 7/1/2020.</b>																		
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.		Select the annual income limit by household size:																		
2. Add Medicare Premium (\$144.60), if not included in SSA amount.		<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><u>150% of Poverty</u></td> <td style="text-align: center;"><u>50% of Poverty</u></td> </tr> <tr> <td><input type="checkbox"/> 1.....\$19,140</td> <td style="text-align: right;">\$ 6,380</td> </tr> <tr> <td><input type="checkbox"/> 2.....\$25,860</td> <td style="text-align: right;">\$ 8,620</td> </tr> <tr> <td><input type="checkbox"/> 3.....\$32,580</td> <td style="text-align: right;">\$10,860</td> </tr> <tr> <td><input type="checkbox"/> 4.....\$39,300</td> <td style="text-align: right;">\$13,100</td> </tr> <tr> <td><input type="checkbox"/> 5.....\$46,020</td> <td style="text-align: right;">\$15,340</td> </tr> <tr> <td><input type="checkbox"/> 6.....\$52,740</td> <td style="text-align: right;">\$17,580</td> </tr> <tr> <td><input type="checkbox"/> 7.....\$59,460</td> <td style="text-align: right;">\$19,820</td> </tr> <tr> <td><input type="checkbox"/> 8.....\$66,180</td> <td style="text-align: right;">\$22,060</td> </tr> </table>	<u>150% of Poverty</u>	<u>50% of Poverty</u>	<input type="checkbox"/> 1.....\$19,140	\$ 6,380	<input type="checkbox"/> 2.....\$25,860	\$ 8,620	<input type="checkbox"/> 3.....\$32,580	\$10,860	<input type="checkbox"/> 4.....\$39,300	\$13,100	<input type="checkbox"/> 5.....\$46,020	\$15,340	<input type="checkbox"/> 6.....\$52,740	\$17,580	<input type="checkbox"/> 7.....\$59,460	\$19,820	<input type="checkbox"/> 8.....\$66,180	\$22,060
<u>150% of Poverty</u>		<u>50% of Poverty</u>																		
<input type="checkbox"/> 1.....\$19,140		\$ 6,380																		
<input type="checkbox"/> 2.....\$25,860	\$ 8,620																			
<input type="checkbox"/> 3.....\$32,580	\$10,860																			
<input type="checkbox"/> 4.....\$39,300	\$13,100																			
<input type="checkbox"/> 5.....\$46,020	\$15,340																			
<input type="checkbox"/> 6.....\$52,740	\$17,580																			
<input type="checkbox"/> 7.....\$59,460	\$19,820																			
<input type="checkbox"/> 8.....\$66,180	\$22,060																			
3. Add Medicare Part D, if applicable.	(Add \$6,720 for each additional member of family unit with more than 8 members.)																			
4. To annualize, multiply the monthly total by 12 months.																				
Annual Household Income \$ _____																				

If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.

**Section Seven: Vendor, Benefit, and Verification Information**

<b>Energy Vendor #1</b> Name: _____	<b>Other Vendor #1</b> Name: _____	Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: _____ Date of contact: _____ Has the applicant received CARES Act EHEAP or LIHEAP crisis assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide total amount _____ & Date(s) _____
Account Number: _____	Account/Voucher Number: _____ Date: _____	
Minimum Amount Due: _____	Amount Due: _____	
Verification and Commitment Contact Person: _____ Date: _____	<input type="checkbox"/> Blanket <input type="checkbox"/> Repair Existing Heating or Cooling Equipment <input type="checkbox"/> Portable Fan <input type="checkbox"/> Space Heater <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Window A/C <input type="checkbox"/> Other	If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Energy Vendor #2</b> Name: _____	<b>Other Vendor #2</b> Name: _____	
Account Number: _____	Account/Voucher Number: _____ Date: _____	
Minimum Amount Due: _____	Amount Due: _____	
Verification and Commitment Contact Person: _____ Date: _____	<input type="checkbox"/> Blanket <input type="checkbox"/> Repair Existing Heating or Cooling Equipment <input type="checkbox"/> Portable Fan <input type="checkbox"/> Space Heater <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Window A/C <input type="checkbox"/> Other	If the minimum amount due to resolve the crisis is more than the maximum allowed (\$3,500), explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance. _____ _____ _____
(1) Total Energy Vendors            \$ _____	(4) Total Other Vendors            \$ _____	Is the name on the fuel bill that of the applicants? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, provide name on bill: _____
(2) Energy Subsidy                    \$ _____	Total EHEAP Benefit Add	
(3) Water, Sewer, Garbage, Fire, etc.                                \$ _____	Total Energy Vendor (4) & Total Other Vendor (4)	
(4) Deduct (2&3) from (1)            \$ _____	\$ _____	

**Section Eight: Weatherization Assistance Program (WAP) Referral**

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If the answer to the previous question is "yes", was the applicant referred to WAP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

If the answer to the last question is "no", explain: _____	
<b>Section Nine: Resolution of Crisis</b>	
Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)	
<input type="checkbox"/> Approval of application	<input type="checkbox"/> EHEAP benefit prevented disconnection
<input type="checkbox"/> Commitment made to vendor	<input type="checkbox"/> EHEAP benefit restored energy already disconnected
<input type="checkbox"/> Denial of Application, pending additional information	<input type="checkbox"/> Yes, client signed waiver
<input type="checkbox"/> Denial of Application, ineligible	<input type="checkbox"/> No, client refused to sign waiver
<input type="checkbox"/> Written referral and assistance to access other community resources	
<b>Case Worker Signature</b>	<b>Approval Signature</b>
<u>I have determined the eligibility of the applicant.</u> I am not the applicant, nor am I a friend, relative, or employee of the applicant.	The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. <u>I have reviewed and approved this application for crisis assistance.</u>
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 06/01/2020

**(11) Attachment XVIII, EHEAP Application and Eligibility Instructions is hereby revised and replaced with the following Attachment XVIII.**

## **ATTACHMENT XVIII**

### **EHEAP APPLICATION AND ELIGIBILITY INSTRUCTIONS**

#### **EHEAP Application Instructions**

##### **Section One: Applicant (Age 60 and older) Information**

Complete Section One in its entirety.

Special notes:

- ✓ **The Winter and Summer Seasons are waived.**
- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

##### **Section Two: Additional Household Members Information**

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

##### **Section Three: Household Characteristics**

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

##### **Section Four: Heating and Cooling Information**

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

##### **Section Five: Energy Crisis Explanation**

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

##### **Client Attestation and Signature**

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTS will require you to verify that either the waiver has been signed or that the client has refused to sign.

### **EHEAP Eligibility Worksheet Instructions**

#### **Section Six: Income Eligibility Determination**

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ **Specific to EHEAP, the following is not counted as income when determining income eligibility for the household:**
  - **Stimulus payments from the federal government in relation to the Coronavirus Disease; and**
  - **Any type of unemployment payments will not be counted as income.**
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

#### **Section Seven: Vendor, Benefit, and Verification Information**

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s), that combined not to exceed \$3,500.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis and/or one or more benefits from EHEAP funding. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of \$3,500.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
  - Electricity;
  - Natural Gas;
  - Propane;
  - Wood/Coal; and
  - Refillable fuels;
- ✓ Crisis benefits may also be used for the following:
  - Pre-pay energy;

- Purchase of blankets, portable fans, space heaters, and window air conditioners;
  - Repair of an existing heating/cooling unit;
  - Deposits to connect or restore energy;
  - Late fees and disconnect and reconnect fees;
  - Charges from a previous account held by the elder that is now closed;
  - Payment to landlord when utility costs are included in the elder's rent; and
  - Temporary emergency shelter, if due to energy related crisis.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

**Section Eight: Weatherization Assistance Program (WAP) Referral**

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

**Section Nine: Resolution of Crisis**

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18/48 hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18/48 hours has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

**Case Worker Signature**

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

**Approval Signature**

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

**(12) Attachment XIX, EHEAP Client File Content Checklist is hereby revised and replaced with the following Attachment XIX.**

ATTACHMENT XIX  
 EHEAP CLIENT FILE CONTENT CHECKLIST

ELDER'S NAME	PSA#	AGENCY	APPROVAL _____ DENIAL _____			
NAME OF WORKER	APPLICATION DATE	CRISIS RESOLUTION DATE	CHECK DATE			
PROGRAM REQUIREMENTS MONITORED			Yes	No	N/A	COMMENTS
1.	Individual client file for the elder includes consumer's name, address, sex, and age.					
2.	Household contains a member 60 or older.					
3.	The household is in the Florida county covered by the contract.					
4.	All household members are listed and their name, age, DOB, and income(s) are included.					
5.	Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.					
6.	Client file contains signed notice regarding collection of social security number(s).					
7.	The client file contains official income documents for all household members.					
8.	If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?					
9.	The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size.					
10.	Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.					
11.	Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.					
12.	Verified and documented household has not received combined LIHEAP and EHEAP Crisis Assistance exceeding the crisis assistance cap of \$3,500.00.					
13.	Documentation of Weatherization Assistance Program (WAP) referral, if applicable.					
14.	Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.					
15.	Signed copy of Authorization for Release of General and/or Confidential Information.					
16.	Only eligible components of the utility bill are paid to resolve the crisis.					
17.	Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.					
18.	Crisis energy benefit was reduced by unallowable charges, such as: water, sewer, garbage, fire, etc., if applicable.					
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.					
20.	Energy crisis resolved within 18/48 hours by an eligible action.					
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.					
22.	Appropriate benefit provided, at or below the EHEAP crisis assistance cap of \$3,500.00.					
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer <b>PRIOR</b> to payment.					
24.	Proof of payment to vendor.					
25.	Place completed DOE Form 211 (06/01/2020) in client file.					

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

Supervisor/Peer Signature

Consumer File Monitoring Date

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this 36 page amendment to be executed by their officials there unto duly authorized.

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

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

SIGNED BY: \_\_\_\_\_  
Dave Kerner, Mayor

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

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

ATTEST: SHARON R. BOCK, Clerk and Comptroller

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

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

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

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

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

Federal Tax ID: 59-6000785

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

Approved as to form and legal sufficiency DocuSigned by:  
*Helene C. Hvizd*  
\_\_\_\_\_  
Assistant County Attorney

Approved as to terms and conditions DocuSigned by:  
*James J. [Signature]*  
\_\_\_\_\_  
Department Director

Federal Tax ID:



Attestation Statement

Agreement Number IP019-9500

Amendment Number 003

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

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

\_\_\_\_\_  
Signature of Provider Representative  
Dave Kerner, Mayor

Date

Approved As to Form and Legal Sufficiency

Attest: Sharon R. Bock  
Clerk and Comptroller

BY: Helene C. Hvizd  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk