

**STANDARD CONTRACT
AREA AGENCY ON AGING**

(Area Agency Name)

THIS CONTRACT is entered into between the State of Florida, Department of Elder Affairs, hereinafter referred to as the "Department", and the _____, hereinafter referred to as the "Recipient". This contract is subject to all provisions contained in the MASTER AGREEMENT executed between the Department and the Recipient, Agreement No. M003, and its successor, incorporated herein by reference.

The parties agree:

I. Recipient Agrees:

1. Services to be Provided:

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

B. Final Request for Payment

The Recipient **must** submit the final request for payment to the Department no more than 30 days after the contract ends or is terminated; **if the Recipient fails to do so, all right to payment is forfeited, and the Department will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this contract may be withheld until all reports due from the Recipient, and necessary adjustments thereto, have been approved by the Department.

II. The Department Agrees:

A. Contract Amount:

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$_____, subject to the availability of funds.

B. Obligation to Pay:

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. Source of Funds:

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the Recipient

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

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Emergency Home Energy Assistance Program	2003	U.S. Health and Human Services	93.568	\$
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$

III. Recipient and Department Mutually Agree:

A. Effective Date:

1. This contract shall begin on January 15, 2003 or on the date the contract has been signed by both parties, whichever is later.
2. This contract shall end on March 31, 2004.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III. B. And Section III. C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass-through language contained in Section I.S.1. of the Master Agreement, the Recipient maintains responsibility for the performance of all subrecipients and vendors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the Department for this contract is:

Department of Elder Affairs
4040 Esplanade Way, Suite 335
Tallahassee, Florida 32399-7000
(850) 414-2000 SC 994-2000

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

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

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

03/01/03

Contract Number P003

IN WITNESS THEREOF, the parties hereto have caused this 16 page contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

**STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS**

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY: _____

NAME: TERRY F. WHITE

TITLE: SECRETARY

DATE: _____

FEDERAL ID NUMBER:

RECIPIENT FISCAL YEAR END DATE: 12/31

ATTACHMENT I

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

I. STATEMENT OF PURPOSE

Emergency Home Energy Assistance for the Elderly Program assists low income households with at least one person 60 years or older if the household is experiencing a home energy emergency.

II. SCOPE OF WORK

1. Services:

Eligible households may be provided with one benefit per season up to three hundred dollars per benefit, not to exceed two benefits per contract year. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits according to directives provided by the Department. The Recipient shall utilize the funds provided under this agreement to:

1. Administer the Emergency Home Energy Assistance Program (EHEAP) in accordance with the terms and conditions as described in the LIHEAP state plan. The recipient agrees to perform the services of this contract in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Emergency Home Energy Assistance Program.
2. Provide assurances that EHEAP case managers will coordinate services with the Department of Community Affairs= LIHEAP Recipients in their service area to prevent the duplication of benefits to consumers. Check Low-income Home Energy Assistance Program (LIHEAP) records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payments during the same heating or cooling season.
3. Coordinate services between programs for potential consumers, living in the service area, with the Department of Community Affairs= Weatherization Assistance Programs and LIHEAP.
4. Provide assistance to consumer in completing Department provided applications for assistance and determining eligibility.
5. Make home visits to home-bound consumers for completion of the program application or eligibility determination when other assistance such as by telephone is not adequate.
6. Have agreements with home energy vendors which benefit consumers.

7. Make vendor payments directly to fuel providers on behalf of eligible consumers, or only in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check.
8. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the Department.
9. When the consumer is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.
10. When the consumer is in a life threatening situation, take actions that will resolve an emergency within 18 hours of the application approval for a crisis benefit.
11. Resolve consumer-vendor differences.
12. Provide fair hearings to consumers upon request.
13. The Recipient shall be responsible for notifying each participating household of the amount of assistance paid on its behalf to home energy suppliers or the reason for no assistance being paid.
14. Establish Memoranda of Agreement with service area LIHEAP Recipients. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants.
15. The Recipient will, within 15 working days of receiving the consumer=s application, furnish in writing to all consumers a Notice of Approval which includes the type and amount of assistance to be paid on their behalf or a Notice of Denial which includes appeal information.
16. Recipients are required to have written consumer appeal procedures. Any consumer denied EHEAP services must be provided a written notice of the denial which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the consumer may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be in posted in plain view for all consumers.
17. The Recipient will make payments on behalf of those consumers with the Ahighest 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 such households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.

18. Prior to April 15, 2003, the Recipient shall provide the Department with a description of how these funds will be allocated between the counties, a list of all entities receiving these funds and the amounts awarded to each entity. This information shall include all local Recipients of EHEAP services, the entity's name, mailing and street address, contact person, phone number, e-mail address and the geographic area served.
19. When EHEAP funds are not available or are insufficient to meet the emergency home energy needs of a consumer, the Recipient will assist the consumer to secure help through other community resources.
20. The Recipient will refund to the department, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.
21. Information should be provided to local media and agencies in contact with low-income individuals announcing the beginning of the crisis program with information stating how, where, and when to apply, as well as the benefits available and eligibility criteria.
22. The Recipient shall agree to treat owners and renters equitably under this agreement.
23. The Recipient shall ensure that no person shall be excluded from participation in any activity of the program on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.
24. The Recipient will take applications when it has a signed agreement and adequate funding, and continue taking applications until the agreement expires or funds are exhausted.
25. The Recipient will have adequate procedures in place to ensure EHEAP funds are appropriately budgeted and expended to allow for energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and if consumers are subsequently denied.

B. Eligibility

Consumer eligibility is based on the following nine factors:

1. The consumer must be or have been residing in their EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred in order to receive assistance.
2. The consumer must complete an application and return all required information and verification to the Recipient while funds remain available.
3. The consumer must provide a fuel bill for home energy or provide other documentation proving an obligation to pay for home energy costs.
4. The consumer must have a total household income (less exclusions) of not more than 150% of the OMB federal poverty level for their household=s size.
5. Consumers receiving Food Stamps or have applied and are eligible for Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for EHEAP.
6. The consumer must have a verifiable home energy crisis.
7. The consumer must not live in government subsidized housing projects where home heating and cooling are totally included in their rent and they have no obligation to pay any portion of the home heating and cooling costs.
8. The consumer must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
9. The consumer must not be a student living in a dormitory.

C. Subcontracts

The Recipient shall be responsible for entering into written agreements with home energy suppliers which include all of the following requirements:

1. Provisions to assure that no household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
2. Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided,

against the eligible household on whose behalf payments are made.

3. Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the consumer.
4. The Recipient shall make vendors aware that when the benefit amount to the consumer does not pay for the complete charges owed by a consumer, that the consumer is responsible for the remaining amount owed.
5. The Recipient is bound by all applicable state and federal laws and regulations, and
6. The Recipient shall hold the Department harmless against all claims of whatever nature arising out of the Recipient=s performance of work under this Agreement, to the extend allowed and required by law.

D. Manner of Service Provision:

The Recipient may elect to directly administer the program or subcontract to other Recipients in the area to provide the service. The Recipient will be responsible for all services provided either directly or through subcontractual arrangements.

III. METHOD OF PAYMENT

- A. This is an advance/cost reimbursement contract. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106P and 105P. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Department forms.
- B. The Recipient may request a monthly advance for administrative and service costs for each of the first two months of the contract period, based on immediate anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the department, and maintained in the contract manager=s file. For profit organizations cannot receive advance funds. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of invoices is **ATTACHMENT II** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by the time the final payment is made. All payments are subject to the availability of funds.

- C.** Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and programmatic reports due from the Recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.
- D.** 9.30 percent of the amount expended for benefits is allowable for administration of the contract.
- E.** The Recipient agrees to implement the distribution of funds as detailed in the Budget Summary, ATTACHMENT III to this contract. A contract amendment is required to change the total amount of the contract. With written notice to and approval from the department=s contract manager, funds may be moved from the administration category to the EHEAP Benefits category.
- F.** Interest Earned on General Revenue and Federal Funds: All interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the department in accordance with departmental procedures.

IV. SPECIAL PROVISIONS

A. State Laws and Regulations

The Recipient agrees to comply with the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended, Administrative Rule Chapter 9B-65, Florida Administrative Code; and the terms and conditions as described in the Low Income Home Energy Assistance Program (LIHEAP) state plan.

B. Bonding

1. **Non-Profit Organizations:** The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this contract. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee or agent up to an amount equal to at least one-half of the total EHEAP contract amount.
2. **Local Governments:** The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Florida Statutes. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this

contract.

C. Reports

1. The Recipient agrees to submit to the EHEAP Liaison the service report entitled, "Emergency Home Energy Assistance for the Elderly Statistical Report," **ATTACHMENT IV**, DOEA Form 116, based on the following schedule:

<u>REPORT PERIOD</u>	<u>DUE DATE</u>
01-15-03 through 03-31-03 (HEATING SEASON)	July 15, 2003
04-01-03 through 06-30-03 (COOLING SEASON)	July 15, 2003
07-01-03 through 09-30-03 (COOLING SEASON)	October 15, 2003
10-01-03 through 12-31-03 (HEATING SEASON)	January 15, 2004
01-01-04 through 03-31-04 (HEATING SEASON)	April 15, 2004

2. The Recipient will be responsible for establishing due dates for their subcontractors which will allow the Recipient to meet the reporting date schedules identified in C.1.
3. The Recipient will be responsible for submitting consolidated reports identifying all households served for the reporting periods by county served.
4. The Recipient agrees to provide to the Department other service reports on the effectiveness of the program and include statistics and information that the Department may require. The report period shall begin with the effective date of this contract in a format and according to a schedule provided by the Department for each report.

D. Application

1. No consumer fee will be charged or donations accepted from an consumer to provide EHEAP benefits.
2. Application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, is to be completed by the Recipient with the consumer. If the Recipient approves the application, then one elderly member of the household is registered in the Department's Consumer Information Registration and Tracking System (CIRTS) using this form and in accordance with CIRTS Policy Guidelines.

E. Monitoring

03/01/03

Contract Number P003

A sampling of completed applications will be reviewed in accordance with the Emergency Home Energy Assistance for the Elderly Case Review Sheet, DOEA Form 211, **ATTACHMENT V**.

ATTACHMENT II

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACTS

<u>Report Number</u>	<u>Month</u>	<u>Based On</u>	<u>Submit to Department On This Date</u>
1	March	Advance*	March 1
2	April	Advance*	March 1
3	May	March Expenditure Report	April 15
4	June	April Expenditure Report	May 15
4	July	May Expenditure Report	June 15
6	August	June Expenditure Report	July 15
7	September	July Expenditure Report	August 15
8	October	August Expenditure Report	September 15
9	November	September Expenditure Report	October 15
10	December	October Expenditure Report	November 15
11	January	November Expenditure Report	December 15
12	February	December Expenditure Report	January 15
13	March	January Expenditure Report	February 15
14	April Adv. Recon**	February Expenditure Report	March 15
15	May Adv. Recon**	March Expenditure Report	April 15
16	**	Final Request for Payment	May 1
17	**	Closeout Report	May 5

Legend: * Advance based on projected cash need.
 ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Department, payment is to accompany the report.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the State Comptroller prior to March 1 or until the contract with the Department has been executed and a copy sent to the Comptroller. Actual submission of the vouchers to the State Comptroller is dependent on the accuracy of the expenditure report.

Note # 2: A final request for payment may be submitted to the Department by the Recipient up to 30 days after the contract has ended.

Note # 3: The last two months of the Recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the contract.

ATTACHMENT III

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

BUDGET SUMMARY

PSA ____

Original X
Amendment

AGENCY:

- | | | |
|----|---|-------|
| 1. | Administration* | \$ |
| 2. | EHEAP Benefits (Crisis) | \$ |
| 3. | Total | \$ |
| 4. | Projected minimum number of Consumers to be served: | _____ |

NOTE: Eligible households may be provided with one benefit per season up to three hundred dollars per benefit. The minimum # of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

- | | | |
|----|---|-------|
| 1. | Administration* | \$ |
| 2. | EHEAP Benefits (Weather-Related Supply Shortage) | \$ |
| 3. | Total | \$ |
| 4. | Projected minimum number of Consumers to be served: | _____ |

NOTE: The Winter Emergency Contingency funds allow a maximum of \$1000 in energy benefits to be awarded per household for eligible expenses incurred in addition to regular crisis benefits received in accordance with directives provided by the Department.

* Allowable administrative funds may be used for emergency energy assistance benefits.

ATTACHMENT IV

Emergency Home Energy Assistance for the Elderly Program - Statistical Report

PSA#: _____ Area Agency: _____ Contract Year: _____ Contract # _____

ASSISTED HOUSEHOLD REPORT (Required Data) *See note	January 15 – March 31 (Heating) Weather-related/Crisis**	April 1 - June 30 (Cooling)	July 1 - September 30 (Cooling)	October 1 - December 31 (Heating)	January 1 - March 31 (Heating)
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ASSISTED HOUSEHOLD REPORT DIRECTIONS: Provide statistics on all households assisted through EHEAP. This report is due by the 15th day of the month following the end of the reporting period. For reporting purposes, use Total Gross Annualized Income from page 2, #1 of the EHEAP application.

1. Number of Households Assisted:	/				
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2. Households Assisted with Gross Incomes:

B. 75% - 100% Poverty Level	/				
C. 101% - 125% Poverty Level	/				
D. 125% - 150% Poverty Level	/				
E. Over 150% Poverty Level	/				

3. Households with at Least One Member:

B. Disabled	/				
C. Age 5 years or under	/				

4. UNDUPLICATED HOUSEHOLDS ASSISTED: During this reporting period, how many households received EHEAP assistance for the first time under this contract. (Count each household only once during the 13 month contract period).

APPLICANT HOUSEHOLD REPORT (Required Data) *See note	#: January 15 – March 31 (Heating) Weather-related/Crisis**	#: April 1 - June 30 (Cooling)	#: July 1 - September 30 (Cooling)	#: October 1 - December 31 (Heating)	#: January 1 - March 31 (Heating)
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APPLICANT HOUSEHOLD REPORT DIRECTIONS: Provide statistics on all households applying for EHEAP assistance, whether they did or did not receive assistance.

1. Number of Applicant Households:	/				
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2. Applicant Households with Gross Income:

A. Under 75% Poverty Level	/				
B. 75% - 100% Poverty Level	/				
C. 101% - 125% Poverty Level	/				
D. 126% - 150% Poverty Level	/				
E. Over 150% Poverty Level	/				
F. No Income Data Avail.	/				

Signature: _____

Date: _____

***The first report must include all program activities for the P003 contract (FY 2003 funds). Do not include activities paid for with FY 2002 funds.**

****Include Weather-Related benefits and Crisis benefits separately for P003 for this time period.**

**EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY
FILE REVIEW FORM**
ATTACHMENT V

CASE NAME	PSA#	AGENCY	APPROVAL____ DENIAL		CASE NUMBER
NAME OF WORKER	APPLICATION DATE	DISPOSITION DATE		DATE MONITORED	
PROGRAM REQUIREMENTS REVIEWED			Yes	No	N/a
EXPLANATION OF ERRORS					
1. Individual case file for the applicant?					
2. Household contains a member 60 or older.					
3. The household is in the Florida county covered by the contract.					
4. <u>All</u> household members and their income(s) are listed.					
5. The applicant file contains official income documents as listed in #1 of the EHEAP Application.					
6. If income is self-declared, is there a self-declaration form signed by the applicant?					
7. Household size determined correctly and correct size is on the worksheet.					
8. Checked applicant is not in categories listed in #9 of the EHEAP Application.					
9. All required sections of the application are signed and dated.					
10. Earned income calculated correctly.					
11. Non-earned income calculated correctly.					
12. Total countable income is calculated correctly and is not rounded.					
13. Total income is at or below 150% of the OMB Federal Poverty Level for household size.					
14. Written explanation of household living management when annual household income is less than \$738.00					
15. Verified household has not received DCA LIHEAP Crisis Assistance.					
16. Copies of fuel bills or other supporting documentation of proof of energy crisis.					
17. Only energy related elements of a utility bill are paid unless required to resolve the crisis.					
18. Energy crisis resolved in 48 hours (18 hours if life-threatening situation).					
19. Written notice of approval or denial for services is issued within 15 days of receiving requested information.					
20. Appropriate benefit(s) provided.					
21. Written explanation when the need exceeds the \$300.00 limit.					
22. Benefit at or below \$300.00.					
23. The application is signed and dated by supervisor/edit staff after it is reviewed or prior to payment for mistakes and appropriate file documentation.					

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