

RESOLUTION NO. 2025-316

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE, FOR THE EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP), AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County has administered the Emergency Home Energy Assistance Program (EHEAP) to aid St. Johns County seniors with past due home energy bills since 2021 (Resolution 2021-212); and,

WHEREAS, ElderSource desires to enter into a new Agreement with St. Johns County to continue to reduce the overall incidence of interruption in energy services for elderly, low-income residents of St. Johns County; and,

WHEREAS, ElderSource agrees to pay for contracted services according to the terms and conditions of the Agreement in an amount not to exceed twenty-three thousand one hundred eighty-three dollars (\$23,183.00), subject to the availability of funds, for the purpose of the Emergency Home Energy Assistance Program; and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. The Board hereby recognizes and appropriates \$23,183.00 in grant funding into the Social Services Department General Fund Fiscal Year 2025 budget.

Section 3. The Board approves the terms, conditions, and requirements of the Agreement between the St. Johns County, Florida, and ElderSource and hereby authorizes the County Administrator, or designee, to execute the Agreement on behalf of St. Johns County.

Section 4. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without further action by the Board of County Commissioners.

Section 5. This resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 2nd day of September, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date SEP 02 2025

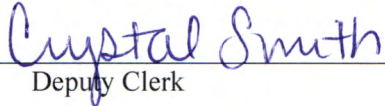
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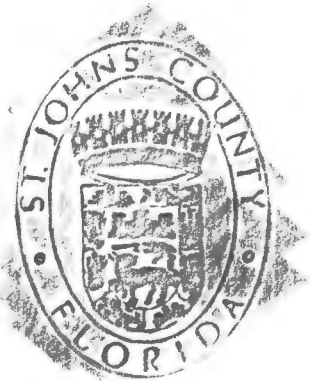
Krista Joseph, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit
Court & Comptroller

By: _____



Deputy Clerk



**NORTHEAST FLORIDA AREA AGENCY ON AGING
D/B/A ELDERSOURCE AND
ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

THIS CONTRACT is entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource and St. Johns County Board of County Commissioners (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient. The State of Florida Department of Elder Affairs is hereinafter referred to as the "Department".

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein for the Emergency Home Energy Assistance for the Elderly Program; and

WHEREAS, the EHEAP Program is funded with Federal funds; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of ElderSource.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Purpose of Contract:

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2025**, or on the date the contract 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 **June 15, 2026**.

4. Contract Amount:

ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$23,183.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), ElderSource may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by ElderSource and the availability of funds.

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

- 6.1.2** If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to ElderSource.
- 6.1.3** Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.
- 6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.
- 6.1.5** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.
- 6.2** The Contractor shall not employ an unauthorized alien. ElderSource will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. § 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101). Such violation will be cause for unilateral cancellation of this contract by ElderSource.
- 6.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N), and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, and section 448.095(5) F.S., Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Contractors shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. Contractors shall retain any affidavits from subcontractors through the term of this contract.
- 7. Compliance with State Law:**

 - 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.
 - 7.2** If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.
 - 7.3** The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

 - 7.3.1** The Contractor shall perform all tasks contained in Attachment I.

- 7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the ElderSource Contract Manager prior to payment.
- 7.3.3 The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.
- 7.3.4 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.3.5 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 ElderSource may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are “direct service providers” as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to within thirty (30) days of execution of this contract and annually, through the term of this contract pursuant to section 435.05(3) F.S. The Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by’s Contract Manager within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening>

8.2 The Contractor shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to ElderSource within sixty (60) days of execution of this contract for each background screening program user and annually thereafter, within forty-five (45) days of the contract anniversary date.

9. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with, or denial of, service(s) and to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor’s determination(s).

10. Public Records and Retention:

ElderSource may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**ElderSource
10688 Old St. Augustine
Road Jacksonville, FL
32257
904-391-6600**

10.1 By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by the ElderSource to perform the contracted services.

10.1.2 Upon request from ElderSource's custodian of public records, provide ElderSource a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to ElderSource.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ElderSource.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to ElderSource, all public records in possession of the Contractor to ElderSource or will keep and maintain public records required by the ElderSource. If the Contractor transfers all public records to ElderSource upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

10.2 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to ElderSource, transfer all public records in their possession to ElderSource and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.

11. Audits, Inspections, Investigations:

11.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by ElderSource under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to ElderSource.

11.3 Upon demand, at no additional cost to ElderSource, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

- 11.4 The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.
- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6 The Contractor shall provide a Financial and Compliance Audit to ElderSource as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.
- 11.8 In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.
 - 11.8.1 The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
 - 11.8.2 The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.
 - 11.8.3 All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

12. Nondiscrimination-Civil Rights Compliance:

- 12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.
- 12.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that ElderSource may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

13. Monitoring by :

The Contractor shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure ElderSource of the satisfactory performance of the terms and conditions of this contract. Following such review, ElderSource will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by ElderSource's Contract Manager.

14. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

15. Coordinated Monitoring with Other Agencies:

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to , then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include ElderSource, the Department of Elder Affairs, the Department of Children and Families (DCF), the Department of Health (DOH), the Agency for Persons with Disabilities (APD), and the Department of Veterans' Affairs (DVA). Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. Other Contract(s) Reporting:

Pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract. The Contractor shall notify ElderSource and the Department within ten (10) days of entering into a new contract with any of the four (4) state human service agencies, to include DCF, DOH, APD or DVA . The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information.

17. Indemnification:

The Contractor shall be fully liable for, and fully indemnify, defend, and hold harmless ElderSource, the State of Florida, and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts, actions, breaches neglect or omissions, including personal injury and/or damage to property, related to execution of this contract, any subcontracts or the performance of services caused in whole or part by the Contractor. It is understood and agreed that the Contractor is not required to indemnify ElderSource and the Department for claims, demands, actions, or causes of action arising solely out of the negligence of ElderSource and the Department.

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the ElderSource and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that ElderSource has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. ElderSource reserves the right to require additional insurance as specified in this contract.

18.2 Throughout the term of this contract, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this

contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company, and consistent with good business practices.

19. Confidentiality of Information:

The Contractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

21.1 The Contractor shall notify ElderSource immediately, but no later than forty-eight (48) hours from the Contractor’s awareness or discovery of conditions that may materially affect the Contractor’s or Subcontractor’s ability to perform the services required to be performed under this contract. Such notice shall be made to ElderSource’s Contract Manager in the most efficient manner with an email or other writing to immediately follow.

21.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, its Subcontractors, and their employees.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify ElderSource if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to ElderSource : (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity:

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by St. Johns County Board of County Commissioners, ElderSource and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words “ElderSource, State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by prior to such use.

24. Assignments:

24.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of ElderSource. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of ElderSource shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.

24.3 This contract shall remain binding upon the successors in interest of the Contractor and ElderSource.

25. Subcontracts:

- 25.1 The Contractor is responsible for any and all work performed and for any and all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval ElderSource deems necessary. The Contractor further agrees that ElderSource will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend ElderSource against any such claims.
- 25.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from ElderSource or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor and any of its Subcontractors are independent Contractors and are not employees of ElderSource, and that they shall not hold themselves out as employees or agents of ElderSource without prior specific authorization from ElderSource. It is the further intent and understanding of the Parties that ElderSource does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its Subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

27. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The ElderSource Contract Manager will have final approval of the Contractor’s invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to ElderSource’s finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

28. Return of Funds:

The Contractor shall return to ElderSource any overpayments due to unearned funds or funds disallowed, and any interest attributable to such funds pursuant to the terms and conditions of this contract, that were disbursed to the Contractor by ElderSource. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from ElderSource. In the event that ElderSource first discovers an overpayment has been made, the ElderSource Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after ElderSource notification or Contractor discovery.

29. Data Security, Recovery, and Damages for Non-Performance:

29.1 Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to ElderSource’s and the Department’s security policies in performance of this Contract. The Contractor shall provide immediate notice to ElderSource’s information Security Manager (ISM), within the Office of Information Technology, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to ’s information, after notice ElderSource, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. “Confidential Information” means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contract will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s Confidential Information, or information that is otherwise obtainable

under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides and will share the results with the State upon request.

29.2 Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by ElderSource and the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, ElderSource must be promptly notified, and access will be promptly removed.

29.3 Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless ElderSource from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.

30. Social Media and Personal Cell Phone use:

30.1 Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.

30.2 Social Media Defined. The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.3 Application to any direct or incidental DOEA or other state business. This contract applies to any ElderSource, DOEA or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

30.4 Application to DOEA and Contractors Equipment. This contract applies regardless of whether the social media is accessed using ElderSource's, DOEA's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Contractor acknowledges that any ElderSource, DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

30.6 Prohibited or Restricted Postings. Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of ElderSource, and/or DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.

30.7 Assist ElderSource or DOEA with Communications. Contractors may be asked periodically to assist in distributing certain ElderSource or DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

31. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Contractor or Subcontractor shall participate in the selection or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, might

be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to ElderSource any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or, if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S. **and the state contract with the Central Non-Profit Agency for the Blind or Other Severely Handicapped (RESPECT):**

33.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

33.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by ElderSource in accordance with its rules.

33.1.4 Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM

THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) is under contract with the Department of Management Services (DMS). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department’s Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

34. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to ElderSource, to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

34.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 200.315 or 45 CFR 75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to ElderSource’s Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify ElderSource of emergency provisions immediately, or as soon as practicable.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. Equipment:

36.1 Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$10,000.00 [for federal funds - 2 CFR 200.33 and 45 CFR 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$10,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

- 36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to ElderSource upon request. The Contractor shall promptly investigate, fully document, and notify the ElderSource Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the ElderSource Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
- 36.3.1** Property records must be maintained that include a description of the equipment;
 - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - 36.3.3** Source of funding for the equipment, including the federal award identification number;
 - 36.3.4** Whether title vests in the Contractor or the federal government;
 - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);
 - 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
 - 36.3.8** Unit acquisition cost; and
 - 36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - 36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - 36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR 75.320(d)(3).
 - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
 - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost of \$10,000.00 or less, and equipment purchased with state funds with an acquisition cost less than \$10,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR 200.313(a) and 45 CFR 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the ElderSource Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).

- 36.6 The ElderSource Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR 200.313 or 45 CFR 75.320, as applicable.
- 36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of . Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.
- 36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9 The Contractor must adhere to ElderSource’s procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to ElderSource upon request. The Contractor has the responsibility to require any Subcontractors to comply with ElderSource’s ITR procedures.
- 37. Use of State Funds to Purchase or Improve Real Property:**
- Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- 38. Dispute Resolution:**
- Any dispute concerning performance of the contract shall be decided by the ElderSource Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.
- 39. Financial Consequences:**
- If the Contractor fails to meet the minimum level of service or performance identified in this contract, ElderSource shall impose financial consequences as stated in Attachment I.
- 40. No Waiver of Sovereign Immunity:**
- Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.
- 41. Venue:**
- If any dispute arises out of this contract, the venue of such legal recourse shall be Duval County, Florida.
- 42. Entire Contract:**
- This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.
- 43. Force Majeure:**
- The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
- 44. Severability Clause:**
- The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.
- 45. Condition Precedent to Contract Appropriations:**
- The Parties agree that ElderSource’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature and the award federal funds to the State for this Contract.

46. Addition/Deletion:

The Parties agree that ElderSource reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver:

The delay or failure by ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance:

The Contractor shall abide by all applicable current federal statutes, laws, rules, and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of ElderSource.

49. Final Invoice:

The Contractor shall submit the final invoice for payment to ElderSource no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and ElderSource shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by ElderSource.

50. Amendment or Modification:

Amendment or modification of the provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in operating budget.

51. Suspension of Work:

ElderSource may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. ElderSource shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, ElderSource shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination:

53.1 Termination for Convenience. ElderSource by written notice to the Contractor, may terminate this contract in whole or in part when ElderSource determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. ElderSource may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery

schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of ElderSource. The rights and remedies of ElderSource in this clause are in addition to any other rights and remedies provided by law or under the contract.

53. Electronic Records and Signature:

ElderSource authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Security, Recovery, and Damages for Non-Performance; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

- 54.1 ElderSource’s authorization pursuant to this section does not authorize electronic transactions between the Contractor and ElderSource. The Contractor is authorized to conduct electronic transactions with only upon further written consent by ElderSource.
- 54.2 Upon request by ElderSource, the Contractor shall provide ElderSource with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to ElderSource of any document that was originally in electronic form with an electronic signature must identify the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.

54. Contract Manager:

ElderSource may substitute any ElderSource employee to serve as the ElderSource Contract Manager.

55. Antitrust Assignment:

The Contractor, ElderSource, the Department and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Contract.

Remainder of Page Intentionally Left Blank

57. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	St. Johns County Board of County Commissioners 200 San Sebastian View, Suite 2300 St. Augustine, FL 32084
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Katrina Tanner, Contract Coordinator 200 San Sebastian View, Suite 2300 St. Augustine, FL 32084 (904) 209-6143
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Tracy Dillon, Social Services Manager 200 San Sebastian View, Suite 2300 St. Augustine, FL 32084 (904) 209-6150
d.	The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	James Lee, Chief Financial Officer 10688 Old St. Augustine Road Jacksonville, FL 32257
e.	The name, address, and telephone number of the ElderSource Contract Manager for this contract is:	Cassandra Jackson, Programs Manager 10688 Old St. Augustine Road Jacksonville, FL 32257 904-391-6600
After the execution of this Contract, the party making any changes in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendment to the Contract.		

58. All Terms and Conditions Included:

This contract and its Attachments I – XXIII, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

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

IN WITNESS WHEREOF, the Parties hereto have caused this seventy-six (76) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

NORTHEAST FLORIDA AREA AGENCY ON AGING, INC. D/B/A ELDERSOURCE

SIGNED BY: _____
NAME: JOY ANDREWS
TITLE: COUNTY ADMINISTRATOR
DATE: _____

SIGNED BY: _____
NAME: LINDA LEVIN
TITLE: Chief Executive Officer
DATE: _____

Federal Tax ID: 59-6000825
UEI: HDLAU1S4NWU3

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**ATTACHMENT I
STATEMENT OF WORK**

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.
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 XV) and for 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. **Categorically Eligible** – Applicants will be considered eligible to receive EHEAP services, regardless if their household income is exceeding 150% of the Federal Poverty Guideline, if any member of their household is receiving Temporary Assistance for Needy Families (TANF), Supplemental Social Security (SSI), or Supplemental Nutrition Assistance Program (SNAP) benefits.
6. **Client Application Date** - .The date of the application receipt is the date that the application was submitted online by an applicant, or the date that an application was received by paper, phone, email or in-person. An electronic signature is considered an original signature. If a hard-copy application is completed without a signature, the case worker will reach out to the applicant to receive verbal confirmation and note the date and time verbal confirmation was obtained.
7. **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.
8. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy. Contractor must refer to the current LIHEAP Policies and Procedures Manual for current Crisis Assistance guidelines.
9. **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 Enterprise Client Information and Registration Tracking System (eCIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine if the 18 or 48-hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
10. **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 or 48-hour rule for crisis resolution begins when the application is date-stamped.
11. **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.
12. **Elder** – An individual aged sixty (60) years or older.
13. **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis. All applications for Crisis Assistance must be acted upon by Contractor, with an Eligible Action taken to mediate the crisis within 18 hours of the Application Receipt. Eligible actions include:
 - a. Approval of an elder’s application and contact with utility vendor or other action to resolve the crisis, such as providing non-utility services like blankets or fans.

- b. Review of application and indicate that applicant needs to provide more information;
 - c. Denial of an elder’s application pending further information;
 - d. Denial of an elder’s application because the elder is deemed ineligible;
 - e. Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - f. Written referral to, and providing the elder with assistance to contact, another agency if EHEAP funding is not available or the elder is ineligible.
- 14. Energy Subsidy** - Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
- 15. 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.
- 16. Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
- 17. Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
- 18. Minimum Level of Service** – Service to a minimum of one household per month.
- 19. Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device ie. blankets and fans. Repair or replacement of a heating/cooling device only eligible under Weather Related matters.
- 20. 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.
- 21. Program Year**- July 1st- June 15th
- 22. Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this contract, the terms “Provider” and “Contractor” may be used interchangeably.
- 23. Qualified Alien**- This is defined in Personal Responsibility and Work Opportunity Reconciliation (PRWORA) Act §431, 8 U.S.C. §1641 (1996) (commonly known as the “Welfare Reform Act”), as: legal permanent residents, refugees, asylees, individuals paroled into the United States for a period of at least one year, individuals whose deportation has been withheld, individuals granted conditional entry, and certain individuals who are victim of domestic abuse. Qualified aliens are eligible to receive assistance and services under EHEAP as long as they meet other EHEAP requirements.
- 24. Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
- 25. Request for Payment** – Submission of actual monthly expenditures for reimbursement.
- 26. Service Unit** – One individual (elder) served.
- 27. 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.
- 28. 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.
- 29. Verification Date** – The date the caseworker verified previous Low-Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or verified 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 by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

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, as amended; and
- g. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP Eligible elders may receive multiple crisis benefits per program year, not to exceed \$2,000.00.

Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by the Florida Commerce In the event of a weather-related event or supply shortage, the President of the United States, Governor of the State of Florida, or Secretary of Florida Commerce may declare a weather-related crisis and release additional funds to assist affected households. When benefits are distributed for a weather-related/supply shortage emergency, the Contractor shall comply with directives provided by the Florida Department of Elder Affairs (DOEA or Department) as to the allowable expenditures of these funds.

- a. The services provided under this contract shall be in a manner consistent with and described in Attachment I, Section II. Manner of Service Provision. The Contractor, in collaboration with its EHEAP program partners, 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.

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. Crisis Assistance

Allowable categories for crisis assistance are:

- (1) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
- (2) Temporary emergency shelter (if needed due to energy-related crisis);
- (3) Payment to landlords (when utility costs are included in rent);
- (4) Deposits to connect or restore energy;
- (5) Late fees, disconnect fees, and reconnect fees;
- (6) Charges from a previous account held by the applicant that is now closed;
- (7) Blankets and fans;
- (8) 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.

- (9) 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.

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 sixty percent (60%) of the current Florida State Median Income guideline for households of 1-to-8 members, nor exceed one hundred fifty percent (150%) of the Federal poverty level guideline for households of 9 members or more, as published by the United States Department of Health and Human Services, unless the household is determined categorically eligible.

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 the Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- e. Possess a total gross household income of not more than sixty percent (60%) of the current Florida State Median Income guideline for households of 1-to-8 members, nor exceed one hundred and fifty percent (150%) of the Federal Poverty Level guideline for households of 9 members or more, in accordance with Section I.C.3.d. below, or be determined categorically eligible to receive EHEAP benefits;

- 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. To Be eligible for EHEAP, the applicant must be a citizen of the United States, a permanent legal resident, or a qualified alien who Is eligible for federal benefits.
- j. If anyone in the household is receiving Supplemental Security Income (SSI), SNAP, TANF, or a means-tested veterans' program, the household is considered to have met legal resident status and no further documentation is required.

3. Client Determination

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

- a. Provide assistance to elders in completing DOEA-provided applications for assistance and determining eligibility;
- b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex, or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- c. Treat homeowners and those who rent equitably under this contract;
- d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year Sources of Income that can be found in the LIHEAP policies and Procedures Manual to determine what is considered allowable income. The Contractor shall proceed as follows:
 - (1) Total household income cannot exceed sixty percent (60%) of the current Florida State Median Income guideline for households of 1-to-8 members, nor exceed one hundred fifty percent (150%) of the current Federal Poverty Level Guidelines for households of 9 members or more (disseminated by to the Contractors via email)(unless the household is determined categorically eligible; and
 - (2) Obtain a written self-declaration from any household members aged eighteen (18) years or older claiming zero income. The self-declarations must be completed and signed by the household member who is claiming zero income.
 - (3) All sources of included and excluded income can be found in the LIHEAP Policies and Procedures Manual.
- 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. The Contractor 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 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. For applicants or any members of their household receiving Supplemental Nutrition Assistant Program (SNAP) or Supplemental Security Income (SSI), or Temporary Assistance for Needy Families (TANF) program will not be subject to income eligibility as these clients will be considered as categorically eligible or automatically qualified. Ensure elders have not exceeded the maximum amount of crisis assistance during the program year The Contractor shall proceed as follows:

- (1) Crisis assistance benefits may consist of payments of more than one energy obligation, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Deposits to connect or restore energy are allowable;
 - (4) Late fees, disconnect fees, and reconnect fees are allowable;
 - (5) Charges from a previous account held by the elder that is now closed are allowable;
 - (6) Payment to landlord when utility costs are included in the elder's rent is allowable; and
 - (7) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.
- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

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

1. Ensure that all eligible elders meet the requirements of Section I.C.2. above;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.14.d. below;
3. Implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life-threatening situations, one or more Eligible Actions must be undertaken to resolve the home energy emergency within 48 hours of application approval with standard crisis assistance and document the Client File with which Eligible Action was used.
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal 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. Contractor's appeal process.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
 - a. Name of the elder;
 - b. Date of application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Contractor's benefit limits, if applicable;
 - f. Contractor'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.
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 the Contractor’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, the Contractor must respond in writing within ten (10) working days;
 - b. Elders may appeal the Contractor’s first response by filing objections to the response with the Contractor’s 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, the Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the 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. The Contractor shall post the following notice in a conspicuous place at all locations where EHEAP applications are received: “No money, cash, or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head.”;
11. Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
12. Maintain a written policy and implement procedures to protect and secure elder applicants’ information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. The Contractor shall, in collecting elders’ social security numbers, use the Notice Regarding Collection of Social Security Numbers (Attachment XVI). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
13. Perform consumer outreach to ensure that households in all counties within the service area wishing to benefit from the program have the opportunity to do so. The Contractor 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, the following:
 - a. Informing all service area local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;
 - b. Encouraging EHEAP program participation through local television and radio programs, and placing announcements of the EHEAP program in media community calendars;
 - c. Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
 - d. Making visits to provide information and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;

- e. Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
 - f. Maintaining an EHEAP Outreach Activity Report to demonstrate to ElderSource that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in all counties.
14. 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, the following:
- a. Communicating with Florida Commerce LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, the Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure that duplicate crisis assistance payments are not received during the same Program Year.
 - b. Developing a new, or continuing an existing, Memorandum of Understanding (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. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The MOU shall be reviewed and renewed at least every three years. . The Contractor shall maintain copies of all MOUs. MOUs with local WAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor’s current EHEAP program requirements and guidelines;
 - c. Establishing a new, or continuing an existing, MOU with service area LIHEAP contractors. Each MOU shall ensure coordination of services to 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 each program year. The Contractor 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 Contractor’s current EHEAP program requirements and guidelines;
 - d. Developing agreements with home energy vendors that benefit elders. The Contractor shall maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors shall contain the following conditions:
 - (1) The beginning and ending date of the Vendor Agreement;
 - (2) The Contractor’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 the Contractor 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 the Contractor 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;
 - (11) Contractor’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 the Contractor or, with the Contractor’s approval, be applied to another eligible customer’s account;
 - (13) Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information (Attachment XVII) 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 Florida Commerce.
 - (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 the Contractor 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>) and the vendor’s name must be checked on Excluded Parties List System (EPLS) (www.sam.gov). The business name on the vendor agreement must match the legal business name on the State of Florida website.
15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Unique Entity Identifier (UEI) number (www.sam.gov) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
16. Policy changes concerning the amount of crisis benefits available to elders require DOEA approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

1. Use of Subcontractors

If an entity other than the Contractor provides any service required under this contract, the Contractor 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 contract, each month the Subcontractor shall provide to the Contractor 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;
 - (4) The total amount of funding expended for crisis assistance per county for the reporting month; and

- (5) An EHEAP Outreach Activity Report to demonstrate that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in all counties.
- c. Entities providing any service required under this contract must comply with the FFATA. This includes securing a UEI number (Unique Entity Identifier) and maintaining an active and current profile in the System for Award Management (SAM) (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 under this contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to ElderSource’s Contract Manager within thirty (30) days of the contract execution date; and
 - (2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The Contractor shall submit a copy of all subcontracts to the ElderSource’s Contract Manager within thirty (30) days of the contract execution date.
 - (3) All service provider written agreements shall include the requirements set forth in paragraph ten, Public Records and Retention, and paragraph eleven, Audits, Inspections, Investigations, of the Standard Contract section of this Agreement.
 - (4) All service providers must complete the Assurances and Certifications attachment to this agreement.
- 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. The Contractor is bound by the terms of this Agreement and by all applicable State and Federal laws and regulations; therefore, if any of the work required under this contract is subcontracted, the Contractor shall include in the written agreement that the subcontractor is bound by the terms of this contract, is bound by all applicable state and federal laws and regulations, and shall hold ElderSource and the Contractor harmless against all claims of any nature arising out of the subcontractor’s performance of work under this contract to the extent allowed and required by law.
- g. A subcontractor shall not be permitted to perform services related to this contract without an executed subcontract and an approved Provider Cost Analysis or MOU verifying that the subcontractor’s staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 25-26 of ’s Standard Contract, ElderSource shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- h. The Contractor shall document the subcontractor’s progress in performing its work under this contract in the monthly client service report.
- i. For each subcontractor, the Contractor shall provide a written statement to ElderSource regarding whether that subcontractor is a minority business enterprise, as defined in section 28& 703, F.S.
- j. If this contract involves the use of a subcontractor or third party, then the Contractor 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, the Contractor shall notify ElderSource’s Contract Manager and the Department’s Chief Financial Officer in writing of such delay.
- k. Per 73C-26.021(7)-(8), Florida Administrative Code, the Contractor may continue to offer an annual subcontract to existing EHEAP providers until they either voluntarily withdraw from the program or are defunded for cause. When it is necessary to designate a new EHEAP subcontractor, the Contractor must complete a competitive procurement which shall be publicly announced and noticed.

C. SERVICE DELIVERY

1. Service Delivery Location

The Contractor shall ensure that the services provided under this contract are available to residents within each county in the Planning and Service Area (PSA) by in-person service, telephone, and/or other electronic means.

2. Service Times

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

3. The Contractor 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

1. Deliverables

- a. Certification that the Contractor must operate during its regular business hours, as identified in Section II.C.2. of this contract.
- b. The Contractor shall provide the minimum level of service per month in each county served, as defined in Section I.A.18.

2. Source Documentation

The deliverables shall be reported monthly on Contractor’s monthly financial status reports. Successful completion of the deliverables shall be determined by ElderSource’s receipt of Contractor’s Receipts and Expenditure Report (Attachment XII) and Request for Payment (Attachment XIII) 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 county for the reporting month using the EHEAP Cost Reimbursement Summary form (Attachment XX); and the certification required in Section II. D.1.

3. Records and Documentation

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

- a. The EHEAP Application and Eligibility Worksheet (Attachment XV) completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (Attachment XVIII) issued.
 - (1) If Contractor approves an application, one elderly member of the household must be registered in eCIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XV); or
 - (2) If Contractor denies an application, the elder must be registered in eCIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XV).
- 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 (Attachment XVI)
- 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 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, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet (Attachment XV).
- 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 duplication of crisis services for households with elderly residents;
- q. Proof of payment made to vendors;
- r. Documented calculation of crisis benefits for elders living in subsidized housing;
- s. Documented calculation of crisis benefits for elders whose energy bill includes unallowable charges; and
- t. Completed EHEAP Client File Content Checklist (Attachment XIX).

E. PERFORMANCE SPECIFICATIONS

1. Reports

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

- a. Contractor shall report monthly on Contractor's Request for Payment (Attachment XIII) as delineated in Section II.E.1.f. of this contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the ElderSource's EHEAP Contract Manager the EHEAP Administrative and Outreach Expense Budget Detail (Attachment XI). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The Administrative and Outreach Expense Budget Detail shall include all Contractor 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. Percentages must be supported by the submitted cost allocation plan.

c. Cost Allocation Plan

The Contractor shall submit to the ElderSource's EHEAP Contract Manager the EHEAP Cost Allocation Plan (Attachment XXI). The Cost Allocation Plan shall provide budgeting methodology, allocation distribution, and the data source(s) used.

d. Cost Analysis

State of Florida Chief Financial Officer Memorandum No. 02 (released October 3, 2012), requires Contractor to provide assistance to the ElderSource's Contract Manager in completing the DOEA Cost Analysis For Non-Competitively Procured Contracts In Excess of Category II-Addendum to the EHEAP Cost Allocation Plan (Attachment XXI).

(1) The Contractor shall submit a completed Cost Analysis which shall reflect Administrative, Outreach, and Crisis Service allocations as delineated on the Budget Summary (Attachment X) and must be sufficient to explain the expenditures' allowability, allocability, and reasonableness. The Cost Analysis shall be submitted to and approved by ElderSource prior to execution of this contract. All subsequent amendments that affect the budget shall also require a completed Cost Analysis be submitted and approved by ElderSource prior to any change.

e. EHEAP Administrative Costs Report

Within the first quarter of this contract, Contractor shall provide the EHEAP Contract Manager a list of all individuals performing any administrative functions for EHEAP. The list must include Contractor's employees, agents, and representatives; as well as, all employees, agents, or representatives of subcontractors, serving EHEAP administratively. For each individual on the list, Contractor must also provide the individual's EHEAP administrative duties and functions. Additionally, Contractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid, and the corresponding amounts of that pay charged to each funding source.

f. Program Effectiveness Reports

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

2. Monitoring and Evaluation Methodology

The Contractor shall monitor its performance under this contract, as well as that of its subcontractors, and consultants who are paid from funds provided under this contract, 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 contract are achieved. Such review shall be made for each function or activity set forth in this contract and reported in the monthly client service report.

- a. Contractor shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist (Attachment XIX).
- b. ElderSource shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this contract.
- c. ElderSource shall conduct a full onsite review of the Contractor at least once during each three-year period. Contractor shall allow ElderSource to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom the Contractor contracts to carry out program activities.
- d. ElderSource shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e. ElderSource shall conduct EHEAP intake site visits.
- f. In conjunction with onsite monitoring visits and desk review activities, ElderSource shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist (Attachment XIX).

- g. ElderSource shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR 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.
3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
4. Provide EHEAP crisis services to households with elders in every county within the service area.
 - a. The Contractor shall provide oversight to ensure that each county within their service area receives the minimum level of crisis services monthly, as delineated in Section I.A.17.; and
 - b. EHEAP funded staff shall make themselves available in all underserved counties as needed, to ensure that the minimum level of service is met.
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 ElderSource with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
8. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits during the program year, ensure that this is a twelve-month program, and ensure that funding is available to, and expended in, all counties within the Contractor'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 the 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. Ensure providers and appropriate staff participate in training opportunities scheduled by ElderSource to cover EHEAP policies and procedures.
12. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
13. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. 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, ElderSource's EHEAP contract monitoring schedule, and shall include the following:
 - a. The State of Florida LIHEAP Policies and Procedures Manual;
 - b. An MOU or Subcontract with EHEAP providers;
 - c. An MOU with all service area LIHEAP providers;
 - d. An MOU with all service area WAP providers;
 - e. Contractor's cost allocation methodology;
 - f. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement, as stated in Section II. A, d., of this Attachment;

- g.** Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits during the program year ensure that this is a twelve-month program, and to ensure that funding is available to, and expended in all counties within the Contractor’s service area;
- h.** Policies regarding the detection and prevention of fraud and abuse of program funds. At a minimum the policy will address initiatives reflective of the detection and prevention of internal and external collusion, conspiracy, and complacency.

 - i.** These policies will incorporate internal controls that provides for safeguarding assets, proper recording of transactions, efficient and effective accomplishment of goals and objectives, and compliance of rules and other governance through the segregation of duties.
 - ii.** The concept of segregation of duties is to separate the following responsibilities in each business process.

 - (1.)** Custody of assets
 - (2.)** Record keeping
 - (3.)** Authorization
 - (4.)** Reconciliation
 - iii.** When duties cannot be segregated, compensating controls should be considered. Compensating controls can be preventative, detective, or monitoring controls that are executed by an independent, supervisory-level employee who does not have custody, record-keeping, authorization, or reconciliation responsibilities for the process.
- i.** Policies that address serving friends, family members, and employees, that includes senior management oversight and approval of:

 - i.** Application and eligibility determination; and
 - ii.** Benefit determination and award.
- j.** Policies and procedures to secure applicant Social Security Numbers in order to protect applicants’ identities, that at a minimum, include:

 - i.** Storage of active and archived paper client files.
 - ii.** Access to, use of, storage, and disposal of client database printouts and reports containing client information.
 - iii.** Transporting applicant information and client files from one location to another.
 - iv.** Authorization to access both paper and electronic files.
 - v.** Retention conditions and means of disposal of archived client information and files.
- k.** Procedures for data integrity;

 - i.** ElderSource will ensure all providers maintain written procedures for computer system backup and recovery.
 - ii.** All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system.
 - iii.** The security over the backed-up data is to be as stringent as the protection required of the primary system.
 - iv.** An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated employees.
 - v.** Contractor shall not use confidential information exchanged under this Agreement for any purpose not specifically authorized by this Agreement. The Parties agree that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for

those purposes defined in this Agreement to those persons who have a valid need for access to this information

- vi. Contractor shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means.
 - vii. Contractor shall ensure: 1) that confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) unless the devices are encrypted; 2) that security policies and protocols which require active authentication and password credentialing are in place; and 3) that the amount of data stored on such devices is restricted and the length of time data is stored on such devices is limited to the minimum amount of time necessary to carry out the official duties and responsibilities requiring such storage.
 - viii. Contractor shall take precautions to ensure that only authorized employees, contractors, other authorized users or utilities (only to the extent needed to assist with eligibility determination), who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.
 - ix. Contractor shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida law, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, Contractor acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision and that they shall be held responsible for ensuring that their employees, contractors and other authorized users comply with the safeguards of 20 CFR 603.
 - x. Contractor shall destroy all confidential information exchanged under this Agreement in their possession or in their employees', agents', or subcontractors' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR 603.9(b)(1)(vi). Contractor shall destroy any duplicate, copy, or other replication of confidential information received under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information
- l. Procedures for referral or access assistance to the "Lifeline Program";
 - m. 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, as outlined in Section I. B. 4 a. Standard Crisis, and b. Life-Threatening Crisis, of this Attachment;
 - n. Policies and procedures for determining the eligibility of elders applying for EHEAP, as outlined in Section I. C. 2. Client Eligibility, and 3. Eligibility Determination;
 - o. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
 - p. Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;
 - q. 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 system in eCIRTS (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, that at a minimum, includes:
 - i. Designation of appropriate staff to conduct home visits;

- ii. Applicant and staff safety and security precautions;
 - iii. Confidentiality;
 - iv. Means to collect required documentation;
 - v. Safeguarding Applicant information and documentation during transport; and
 - vi. Training and technical assistance.
14. Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.
15. Ensure timely and accurate eCIRTS data entry of EHEAP activity is completed prior to submitting Request for Payment (Attachment XIII).
16. Policies and procedures for completing client applications. These may be completed directly in eCIRTS with electronic signatures and all required documentation uploaded or completed with paper, hard copies that are maintained in a secure location.
- a. If required documentation is uploaded to eCIRTS, it must be in a readable and auditable format.
 - b. If required documentation is completed with paper, hard copies, it must be made available to for inspection or monitoring upon request. Additionally, the Contractor is responsible for ensuring all client application information is entered in eCIRTS for reporting purposes. This does not require the Contractor to ensure all required documentation, such as the Client File Checklist, is uploaded to eCIRTS but maintained locally.
17. Contractor shall adhere to the following operational requirements:
- a. Have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday during the hours of 8:00 AM and 5:00 PM, excluding state-observed holidays.
 - b. Provide a 30-day advanced notice of permanent relocation of main or satellite offices.
 - c. Provide a 3-day advanced notice of planned temporary office closures.
 - d. Provide notice as soon as possible in the event of unplanned or emergency disruption to office operations.
 - e. Develop, maintain, and annually update a comprehensive Business Continuity and Disaster Recovery Plan that ensures the continuation of essential program operations and services in the event of disruption, disaster, or other emergencies. This plan must include contingencies for operating from an alternative location, data backup procedures, communication protocols, and strategies to minimize service interruptions. Upon request, the Contractor shall provide a copy of the plan to Commerce and demonstrate readiness to implement the plan when necessary.

G. ELDERSOURCE RESPONSIBILITIES

- 1. ElderSource may provide technical support and assistance to the Contractor within the resources of ElderSource to assist the Contractor in meeting the requirements of this contract. ElderSource’s support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
- 2. ElderSource will email the Contractor with any updates to attachments to this contract, and any programmatic updates (such as the income guidelines and benefits matrix) as they are updated by the Florida Department of Commerce.
- 3. ElderSource will provide to the Contractor 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 contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.

METHOD OF PAYMENT

A. PAYMENT METHOD USED

The method of payment for this contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. ElderSource will pay the Contractor 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 contract.

1. Cost Reimbursement

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

a. Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (Attachment X). An amendment is required to change category allocations or the total amount of this contract.

i. 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 the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

ii. 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 expenses 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 the Contractor and available upon request.

(3) Administrative and Outreach funds should not be spent at a faster rate than Direct Client Assistance funds.

b. Weather/Related Supply Shortage

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. These funds shall only be used during state or federal emergencies declared officially by the President of the United States, the Governor of the State of Florida, or the Secretary of Florida Commerce. In the event of an emergency being officially declared, if the Contractor or finds that the budgeted amount of Weather Related/Supply Shortage emergency assistance funds is not sufficient to meet the emergency, the Contractor may, with 's written authorization, draw on other contract categories up to fifty percent (50%) of the total contract budget. When funds are distributed for a weather-related/supply shortage emergency, will provide binding directives as to the allowable expenditures of the funds. After December 15th, if no emergency has been declared, will release the funds and the Contractor shall allocate these funds to the crisis category of the program.

c. Indirect Cost Rate

Pursuant to 2 CFR 200.331(a)(4), Contractors of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between the Contractor and the Federal Government. If no such rate exists, then the Contractor shall have either a rate negotiated with the Department (in compliance with

2 CFR Part 200), or a de minimis indirect cost rate as defined in 2 CFR 200.414(f). Contractor shall maintain its current Indirect Cost Rate Proposal and make the proposal available upon request. If Contractor chooses to use the de minimis rate, Contractor shall make sure it is entitled to use that rate and include a statement to that effect. Contractor is not obligated to establish an indirect cost rate if Contractor does not charge an indirect cost rate.

- B.** All payment requests shall be based on actual monthly expenditures beginning with the first month of this contract. The schedule for submission of requests for payment is in Attachment XIII to this contract.
- C.** The final close-out request for payment is due to no later than June 30th, 2026

D. METHOD OF INVOICE PAYMENT

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

- 1. Have Remittance Address that corresponds exactly to the “Remit To” address provided to My Florida MarketPlace (MFMP) during registration.
- 2. Request payment for services as established in the Service Rate Report (Attachment XXIII);
- 3. Contractor shall consolidate all Requests for Payment from subcontractors and Receipts and Expenditure Reports that support requests for payment and shall submit them to using the Receipts and Expenditure Report (Attachment XII), Request for Payment (Attachment XIII), and Cost Reimbursement Summary (Attachment XX);
- 4. Contractor shall include required supporting documentation as delineated in Section III.F. with the cost reimbursement portion of the invoice.

E. PAYMENT WITHHOLDING

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

F. SUPPORTING DOCUMENTATION REQUIREMENTS

For the reporting month, Contractor 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 Contractor operated during its normal business hours during the reporting month;
- 3. The total amount of funding expended for crisis assistance per county for the reporting period; and
- 4. The Certified Minority Business Subcontract Expenditure Form (CMBE Form), Attachment VIII, if applicable.

G. FINANCIAL CONSEQUENCES

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

- 1. ElderSource shall not reimburse any expenditures associated with deliverables not accepted by The Department as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.
- 2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II.C.2. of this contract, excluding weekends or state and federal holidays, Contractor shall pay to ElderSource financial consequences for such failure, unless ElderSource waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.

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

H. REMEDIES-NONCONFORMING SERVICES

Contractor shall ensure that all participants served under this contract are eligible for the program and that all monthly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this contract.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to ElderSource of any significant and/or systemic infraction that compromises Contractor’s ability to provide participant services, to achieve programmatic performance, or to provide sound financial management of the program.

I. CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure that one hundred percent (100%) of the deliverables identified in this contract are performed pursuant to contract requirements. The deliverables described in Section II.D. are identified as major deliverables in this contract.

1. If at any time the Contractor is notified by ElderSource’s Contract Manager that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. ElderSource shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. ElderSource will also assess a Financial Consequence for failure to timely submit a CAP. If Contractor fails to timely submit a CAP, shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Contract Manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.
2. In the event that Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, ElderSource shall deduct from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. ElderSource may also deduct from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

III. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

ElderSource shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this contract unless and until officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use an ElderSource 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. In accordance with Section 430.04, F.S., ElderSource shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by ElderSource, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for

nonperformance, or other administrative action pursuant to Chapter 120, F.S., if ElderSource finds that any of the following have occurred:

- a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or ElderSource standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with ElderSource, or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by ElderSource and the Department;
 - f. The Contractor has failed to properly determine client eligibility as defined by ElderSource and the Department or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain an ElderSource and Department-approved client grievance resolution procedure.
2. In making any determination under this provision, ElderSource 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 Duval County, Florida. In the event initiates action to rescind an area agency on aging designation, shall follow the procedures set forth in 42 U.S.C. § 3025(b).

END OF ATTACHMENT

**ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by ElderSource to the Contractor may be subject to audits and/or monitoring by ElderSource, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by ElderSource staff, limited scope audits and/or other procedures. By entering into this contract, ElderSource agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by ElderSource. In the event ElderSource determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by ElderSource to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$1,000,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through ElderSource by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from ElderSource. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.

If the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource contract involved. If not otherwise disclosed as required by 2 CFR 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (Local Governmental Entity Audits) or 10.650 (Florida Single Audit Act Audits Nonprofit and For-Profit Organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through ElderSource by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapter 10.550, (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with ElderSource shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with ElderSource in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, ElderSource retains all rights and obligations to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR 200.512 by or on behalf of the Contractor directly to each of the following:

**ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257**

Pursuant to 2 CFR 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to ElderSource:

**ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

ElderSource at the following address:

**ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257**

The Auditor General's Office at the following address:

**State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450**

Any reports, management letters, or other information required to be submitted to ElderSource pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Florida Statutes Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to ElderSource for audits done in accordance with 2 CFR Part 200 or Florida Statutes Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow ElderSource or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to ElderSource or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by ElderSource.

ATTACHMENT II

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR 200.38 and/or section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 691-5.006, F.A.C., Contractor has been determined to be:

- Vendor not subject to 2 CFR 200.38 and/or section 215.97, F.S.
- Recipient/sub-recipient subject to 2 CFR 200.86 and 200.93 and/or section 215.97, F.S.
- Exempt organization not subject to 2 CFR Part 200 and/or section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by to subcontract, they must comply with section 215.97(7), F.S., and Rule 691-5.006, F.A.C. [state financial assistance] and/or 2 CFR 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 200.416 - 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR 200.201 – Administrative Requirements**
- 2 CFR 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 200.400 - 200.411 – Cost Principles*
- 2 CFR 200.100 – Administrative Requirements
- 2 CFR 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 200.418 – 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR 200.100 – Administrative Requirements
- 2 CFR 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR 200.400(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 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.

**ATTACHMENT II
EXHIBIT 2
FUNDING SUMMARY (2025-2026)**

Note: Title 2 CFR, as revised, and section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, 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:

GRANT AWARD (FAIN#): G-2502FLLIEA		FEDERAL AWARD DATE: July 1, 2025	
UEI NUMBER: HAY7EXGPKGH5			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$23,183.00
TOTAL FEDERAL AWARD			\$23,183.00

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.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 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.

**ATTACHMENT III
CERTIFICATIONS AND ASSURANCES**

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

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

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

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

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

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

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from .
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to

be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to ElderSource staff and/or any party designated by ElderSource any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and ElderSource is named in the civil action, Contractor agrees to indemnify and hold harmless ElderSource for any costs incurred by ElderSource and any attorneys' fees assessed or awarded against ElderSource from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

By signing below, the Contractor agrees to include all relevant certification and assurance provisions (A–J) in any related subcontract agreements, as applicable; the Contractor certifies that the representations set forth in Sections A through J above are true and correct; and the Contractor attests that, if applicable, records related to the payment of dues or membership contributions by will be made available for inspection, as stated above.

County Administrator	200 San Sebastian View
Signature and Title of Authorized Representative	Street Address
St. Johns County Board of County Commissioners	St. Augustine, FL 32084
Contractor	Date
	City, State, Zip code

**ATTACHMENT IV
ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
14. Will comply with the National Research Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Administrator
APPLICANT ORGANIZATION St. Johns County Board of County Commissioners	DATE SUBMITTED

**ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory /Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA? N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? N/A YES NO

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? N/A YES NO

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? N/A YES NO

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? N/A YES NO

11. Is the program/facility accessible to non-English speaking clients? N/A YES NO

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
 Verbal Written Poster N/A YES NO

13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? YES NO

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? YES NO

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? YES NO

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? YES NO

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain. YES NO

Reviewed by _____		In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>
Program Office _____		*Notice of Corrective Action Sent ___/___/___
Date _____	Telephone _____	Response Due ___/___/___
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ___/___/___

ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 45 CFR 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR 80.3(a) and 45 CFR 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR 80.6(d). This should include information on their right to file a complaint of discrimination with either ElderSource or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CF 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

(July 2025 – June 2026)

P025-STJBCC

ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:
From: _____
To: _____

CONTRACTOR INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone: _____
Email: _____
Contact: _____

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
									Total

SIGNATURE: _____
TITLE: _____

DATE: _____

**ATTACHMENT VII
BACKGROUND SCREENING
ATTESTATION OF COMPLIANCE - EMPLOYER**

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02 & 430.0402, Fla. Stat. (2023)

A direct service provider is a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider; the financial officer or similarly titled person who is responsible for the financial operations of the provider; coordinators, managers, and supervisors of residential facilities; volunteers; and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas. § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: St. Johns County Board of County Commissioners,
(Name of Employer)

Located at 200 San Sebastian View, St. Augustine, FL 32084
Street address City State Zip Code

Under penalty of perjury, I, _____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/>.

INSTRUCTIONS

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
 - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
 - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
 - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

**ATTACHMENT IX
BUDGET SUMMARY**

PSA: 4

St. Johns County Board of County Commissioners

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

Award*

TOTAL OUTREACH BUDGET	\$3,183.00
CRISIS ASSISTANCE	\$20,000.00
TOTAL	\$23,183.00

****Eligible households may be provided with multiple benefits per program year, totaling no more than \$2,000.00. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits.**

*** Award amount to be spent July 1, 2025 to June 15, 2026. Please note this date may be extended by the Florida Department of Commerce and will be communicated via email.**

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

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : EHEAP (Emergency Home Energy Assistance for the Elderly Program)	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#
--	---	--

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	\$0.00	\$0.00	\$0.00	_____ %
2. Interest on Agreement Funds	\$0.00	\$0.00	\$0.00	_____ %
3. TOTAL AGREEMENT AMOUNT	\$0.00	\$0.00	\$0.00	_____ %

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	_____ %
2. Outreach	\$0.00	\$0.00	\$0.00	_____ %
3. Crisis Services	\$0.00	\$0.00	\$0.00	_____ %
4. Weather Related Services	\$0.00	\$0.00	\$0.00	_____ %
5. Weather Related Administration	\$0.00	\$0.00	\$0.00	_____ %
6. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	_____ %

**ATTACHMENT XII
REQUEST FOR PAYMENT**

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

CONTRACTOR NAME, ADDRESS, PHONE# and FEID# 	TYPE OF REPORT : Advance Request _____ Reimbursement Request _____	Contract # _____ Contract Period _____ Request Period _____ Report # _____ Invoice # _____ PSA _____
---	---	---

CERTIFICATION: I hereby certify that this request to the best of my knowledge to be complete and correct and conforms with the terms of the above contract.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

PART A: BUDGET SUMMARY	ADMINISTRATION SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	ADMINISTRATION WEATHER RELATED	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Contract Balance (line 3 minus line 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUEST						
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED						
1. Less Advance Applied	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PART D: SERVICE INFORMATION

Number of individuals served with crisis assistance during the report month: _____

Number of individuals ineligible or denied assistance during the report month: _____

Number of individuals served by referral to other community resources for energy assistance during the report month: _____

Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for the reporting month, as described in the Statement of Work section, of the EHEAP contract.

**ATTACHMENT XIII
INVOICE REPORT SCHEDULE**

<u>Invoice Number</u>	<u>Based Upon</u>	<u>Date Due to ElderSource</u>
1-	July Expenditure Report	August 8, 2025
2-	August Expenditure Report	September 8, 2025
3-	September Expenditure Report	October 8, 2025
4-	October Expenditure Report	November 8, 2025
5-	November Expenditure Report	December 8, 2025
6-	December Expenditure Report	January 8, 2026
7-	January Expenditure Report	February 8, 2026
8-	February Expenditure Report	March 8, 2026
9-	March Expenditure Report	April 8, 2026
10-	April Expenditure Report	May 8, 2026
11-	May Expenditure Report	June 8, 2026
12-	Final Close Out Report	June 30, 2026

Note 1: Submission of invoices may or may not generate a payment request. If final invoice reflects funds due back to ElderSource, payment is to accompany the final close-out invoice.

ATTACHMENT XIV
EHEAP APPLICATION AND ELIGIBILITY WORKSHEET

Emergency Home Energy Assistance for the Elderly Program - Application

Section One: Applicant (Aged 60 and older) Information
Name: (First, M, Last)
Date of birth: Age: SSN:
Service address: City:
Florida County: Zip Code: Phone:
Gender: Male Female
Marital Status: Married Partnered Single Separated Divorced Widowed
Race: White Black/African American Asian Native Hawaiian/Pacific Islander American Indian/Alaska Native Other
Ethnicity: Hispanic/Latino Other
Primary Language: English Spanish Other
Does client have limited ability reading, writing, speaking, or understanding the English language?
Is the client a veteran?
Applicant's income type(s): Applicant's monthly income amount:
Section Two: Additional Household Members Information
Name: Age: SSN: Monthly income amount:
Section Three: Household Characteristics
Is there a child 5 years of age or younger in the household?
Is there an individual with a disability in the household?
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence?
Is the applicant a homeowner?
Does applicant live in government subsidized housing, such as Section 8?
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility?
Section Four: Heating and Cooling Information
Have you or any member of your household received energy assistance in the current season?
Type of Assistance: Crisis Home Energy Weather-Related Date:
What is the primary source of home heating?
Does household use supplemental heating source?
Air conditioning unit type?
Section Five: Energy Crisis Explanation Client Attestation and Signature
Home cooling or heating energy source has been disconnected. (Life-Threatening)
Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. (Life-Threatening)
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. (Life-Threatening)
Notified that the energy source for cooling or heating is going to be disconnected. (Standard)
Received a notice indicating the energy source bill is delinquent or past due. (Standard)
Has an energy source bill for which the due date has lapsed. (Standard)
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.)
Client Signature:
Date:

ALL CLIENTS SHOULD SIGN THE WAIVER AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LHA/EHEAP FEDERAL REPORTING.
Your Social Security Number (SSN) is confidential under law. We may not collect your SSN unless we explain the reason for collecting your SSN in writing and provide the applicable statutory authority for doing so. Certain provisions of Chapter 430, Florida Statutes, read with Section 119.071(5), Florida Statutes, specifically authorize the Department of Elder Affairs (DOEA) and its designated staff/employees to collect SSNs when authorized by law or when collection of SSNs is imperative to the performance of DOEA's statutory assigned duties. The Department is collecting your social security number as part of its responsibility to provide Emergency Home Energy Assistance.

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.	<p>Staple calculator tape here showing income calculations or write calculations in this space.</p>	<p>State Median Income (SMI) Guidelines effective 07/01/2024.</p> <p>Select the annual income limit by household size:</p> <p>100% of Max Income Value (MIV) 50% of MIV</p> <p><input type="checkbox"/> 1.....\$30,588 \$ 15,294</p> <p><input type="checkbox"/> 2.....\$40,000 \$ 20,000</p> <p><input type="checkbox"/> 3.....\$48,411 \$ 24,706</p> <p><input type="checkbox"/> 4.....\$56,823 \$ 29,411</p> <p><input type="checkbox"/> 5.....\$68,234 \$ 34,117</p> <p><input type="checkbox"/> 6.....\$77,646 \$ 38,823</p> <p><input type="checkbox"/> 7.....\$79,411 \$ 39,705</p> <p><input type="checkbox"/> 8.....\$81,175 \$ 40,588</p> <p>(Please refer to the Federal Poverty Guidelines (FPG) Benefits Matrix for income ranges for households with 9-or-more individuals.)</p>
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.		
2. Add Medicare Premium (\$165.00), if not included in SSA amount.		
3. Add Medicare Part D, if applicable.		
4. To annualize, multiply the monthly total by 12 months.		
Annual Household Income		
\$ _____		
<input type="checkbox"/> Categorically Eligible	<p>If the total annual household income is less than 50% of the current State Median Income 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.</p>	

Section Seven: Vendor, Benefit, and Verification Information

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

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?

Yes No N/A

If the answer to the previous question is "yes", was the applicant referred to WAP? Yes No N/A

If the answer to the last question is "no", explain: _____

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 16/48 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	

Case Worker Signature

I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.

Case Worker's Name: _____

Case Worker's Signature: _____

Date: _____

Agency Name: _____

Approval Signature

The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. I have reviewed and approved this application for crisis assistance.

Supervisor/Peer's Name: _____

Supervisor/Peer's Signature: _____

Date: _____

Agency Name: _____

ATTACHMENT XV

NOTICE REGARDING COLLECTION OF SOCIAL SECURITY NUMBERS EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM



Notice of Collection of Social Security Numbers

The following disclosure is being made pursuant to section 119.071(5), Florida Statutes.

Social security numbers of applicants and household members are requested because this information is crucial for the performance of the duties and responsibilities prescribed by law under the Low-Income Household Energy Assistance Program. This information is not required by state or federal law; however, social security numbers are necessary to determine eligibility for program services and specifically for the following purposes:

- To verify an applicant’s identity
- 2□ To verify household size
- To verify household income

A social security number collected pursuant to this notice, can only be used by the Florida Department of Commerce and _____ (Sub-Recipient) for the purposes specified above.

Nondisclosure except under limited circumstances.

Social security numbers will not be disclosed to other entities unless required or authorized by Florida law. Section 119.071(5), Florida Statutes, allows disclosure of a person’s social security number under the following specific, limited circumstances:

- If disclosure is expressly required by Federal or Florida law or is necessary for the subrecipient or governmental entity to perform its duties and responsibilities
- If the individual expressly consents to disclosure in writing
- If disclosure is made to prevent and combat terrorism pursuant to the U.S. Patriot Act of 2001 or Presidential Executive Order 13224 (blocking property and prohibiting business transactions with persons who commit, threaten to commit, or support terrorism)
- (For a subrecipient employee and dependents), if disclosure is necessary to administer the person’s health benefits or pension plan funds, or
- If disclosure is for the purpose of the administration of the Uniform Commercial Code by the office of the Secretary of State
- If disclosure is requested by a commercial entity for permissible uses under the federal Driver’s Privacy Protection Act of 1994, the federal Fair Credit Reporting Act, or the federal Financial Services Modernization Act of 1999 (for example, to verify the accuracy of personal information provided by the individual to the commercial entity; use by an insurer in connection with claims investigation or anti-fraud activities; for use in connection with a credit transaction).

Acknowledgment of Receipt of Notice

I confirm that I have been provided a copy of this Notice regarding the collection of my social security number and the social security numbers of all household occupants as part of the application process for the Florida Low-Income Household Energy Assistance Program.

Signature of Applicant

Signature of Subrecipient Staff

ATTACHMENT XVI

NOTICE REGARDING AUTHORIZATION FOR RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING



LIHEAP Authorization for Release of Information Form

Authorization for Release of General and/or Confidential Information For LIHEAP/EHEAP Federal Reporting

The Florida Department of Commerce’s (FloridaCommerce) Low-Income Household Energy Assistance Program (LIHEAP) Program Office is requesting that you authorize your utility service provider to disclose the following information to the LIHEAP office to which you are applying for assistance:

- Your utility account status and history, such as payment history, past due amounts, deposits, current shut-off due dates or disconnection, current life support status, payment arrangements, and history of energy assistance payments.
• Your total annual energy usage and charges for up to twelve months.

The Florida LIHEAP office and its contractors will use this information to develop LIHEAP program performance measures and meet Federal reporting requirements.

Please note that:

- You have a right to receive a copy of this form.
• You are not required to authorize your utility service provider to disclose your customer data.
• Your decision not to authorize the disclosure will not affect your utility services or any LIHEAP assistance you may be eligible for.
• Your utility service provider may not disclose your customer data unless you authorize the disclosure to the LIHEAP office, Florida Commerce, or as otherwise permitted or required by laws or regulations.
• Your utility service provider will have no control over the data disclosed pursuant to this consent and will not be responsible for monitoring or taking any steps to ensure that the Florida LIHEAP office maintains the confidentiality of the data or uses the data as authorized by you.
• The Florida LIHEAP office will not disclose any private applicant information except for the purpose of administering public assistance as defined by State and Federal laws and regulations and developing LIHEAP program performance measures.

Table with 2 columns and 5 rows: ACCOUNT HOLDER (CUSTOMER NAME), SERVICE ADDRESS FOR UTILITY, NAME OF UTILITY SERVICE PROVIDER, UTILITY ACCOUNT NUMBER, PHONE NUMBER FOR UTILITY ACCOUNT.

SECTION A: APPLICANT READS AND COMPLETES THIS SECTION ONLY IF HE/SHE IS THE ACCOUNTHOLDER

I hereby authorize the above-named utility and this agency to disclose pertinent information regarding my account to agencies that may provide me financial assistance, including the Florida LIHEAP Office. I understand that the purpose of this disclosure is solely for federal reporting purposes and does not determine my eligibility for assistance. I further understand that some of the information the above-named utility may provide to this agency may be considered confidential. I also understand that the above-named utility does not and will not have control over any account information provided to agencies pursuant to this Authorization, and I will hold the utility harmless for any claim related to the account information provided. All information is accurate to the best of my knowledge. The agency may verify information contained in the payment assistance application, including the utility account for which I am seeking assistance.

ACCOUNT HOLDER'S SIGNATURE: _____ **DATE:** _____

SECTION B: APPLICANT READS AND COMPLETES THIS SECTION ONLY IF HE/SHE IS NOT THE ACCOUNT HOLDER

As applicant for payment assistance for the above-named utility account, I hereby confirm, under penalty of perjury, that I am an Authorized Representative on behalf of the Account Holder, and I have authority to initiate this assistance application on his/her behalf. This may be confirmed at the agency's discretion, by contacting the Account Holder. I, and the Account Holder, understand that the purpose of this disclosure is solely for federal reporting purposes and does not determine my eligibility. I further understand that some of the information the above-named utility may provide to this agency may be considered confidential. I also understand that the above-named utility does not and will not have control over any account information provided to agencies pursuant to this Authorization, and I will hold the utility harmless for any claim related to the account information provided. All information is accurate to the best of my knowledge. The agency may verify information contained in the payment assistance application, including the utility account for which I am seeking assistance.

APPLICANT'S NAME (NOT ACCOUNT HOLDER): _____

APPLICANT'S PHONE NUMBER: _____

SECTION C: FOR AGENCY USE ONLY

Agency must maintain this form in the Applicant's file and make it available to the utility vendor of record upon request, for accounting and auditing purposes.

AGENCY NAME: _____

PHONE: _____

AGENCY CASEWORKER'S NAME: _____

AGENCY CASEWORKER'S SIGNATURE: _____ **DATE:** _____

ATTACHMENT XVII
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 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 energy crisis is life-threatening, provide crisis resolution within 18 hours.*
- ✓ *If energy crisis is non-life-threatening, provide crisis resolution within 48 hours.*
- ✓ *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. eCIRTS 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:

- ✓ If the applicant is over-income and received TANF, SSI, or SNAP, check the categorical eligibility box and include the appropriate documentation in client file.
- ✓ 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.
- ✓ *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:

- ✓ 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.
- ✓ 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.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. 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.
- ✓ 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:
 - Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
 - Temporary emergency shelter (if needed due to energy-related crisis);
 - Payment to landlords (when utility costs are included in rent);
 - Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor); only to used during weather related matters.
 - Deposits to connect or restore energy;
 - Late fees, disconnect fees, and reconnect fees;
 - Charges from a previous account held by the applicant that is now closed;
 - Blankets and fans;
 - 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

heating and cooling taxes are commingled with other service taxes, proceed with paying the taxes portion of the bill.

- 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.

✓ *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-hour or 48-hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18-hour or 48-hour requirement 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.

**ATTACHMENT XVIII
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 and TANF, SSI, or SNAP documentation, if categorically eligible.					
8.	If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older claiming zero income)?					
9.	The household's total gross income with 1-8 individuals' incomes is calculated correctly and is at or below 60% of the State Median Income. For households with 9-or-more individuals, please refer to the Federal Poverty Level Guidelines Benefit Matrix , or the household is determined categorically eligible.					
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 LIHEAP Crisis Assistance during the same heating or cooling season.					
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, and fire, etc., if applicable.					
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.					
20.	Energy crisis resolved within 18 or 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.					
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.					
24.	Proof of payment to vendor.					
25.	Place completed DOEA Form 211 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

**ATTACHMENT XIX
EHEAP COST REIMBURSEMENT SUMMARY**

Contract # _____

Report Period: _____

Budget Category	Description	Numer of units	Amount
Administration			
	TOTAL ADMINISTRATION		\$0.00
Outreach			
	TOTAL OUTREACH		\$0.00
Crisis Assistance (BY COUNTY)			
	TOTAL CRISIS ASSISTANCE		\$0.00

**ATTACHMENT XX
SERVICE RATE REPORT**

PROGRAM: EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM

CATEGORY	Federally Funded	From 07/01/2025 to 06/15/2026		
	SERVICE	METHOD OF PAYMENT	HIGH REIMBURSEMENT RATE	UNIT TYPE
Outreach	OUTREACH COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
Crisis Assistance	CRISIS ENERGY ASSISTANCE BENEFITS*	Cost Reimbursement	Cost Reimbursement	EPISODE

*As stipulated in contract, these services are provided on a cost reimbursement basis.