A. 60 A. Same of All Control of the (If Over Routine Inflation Percentage - 1.05%) 0.00% Agriculture provides education for congregate clients -79.65% Kitchen supplies. Quantity will decrease for F/Y 2009. New Contract Year October 1, 2008 - September 30, 2009 Pd. Nutrionist to authorize and oversee menus and 0.00% Inutrient THE PROPERTY OF THE PARTY OF TH Increased Food Costs for Fresh meats, fruits & vegetables COPY CL Reason for Difference/Explanation 2.53% Cost increase - 2.5% COLA 0.00% Double Convection Oven 66.00% TAAP State Conference -1.78% Cost decreased Service: Congregate 2.53% 0.00% 9.36% Contract Number: 20.54% 1.91% (Budget to Annualized) Percent Difference NOTE: You <u>must identify</u> the number of months the YTD actual expenses are based on in Column D, Nutilition Set vices under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months. 3. Professional Development 600.00 BUDGET WORKSHEET 2. Nutrition Education 4. Meals/Food 5. Equipment 1,036.80 1. Personnel 67,496.69 ,400.00 Budgeted Exp. for 67,496.69 1,800.00 1,800.00 800.00 New Contract Yr. 26,000.00 8,000.00 400.00 34,400.00 Donate of the party of the part 65,834.33 1,161.45 Annualized Exp.
Months YTD Based on 65,834.33 800.00 1,800.00 900.008 361.45 23,645.28 8,145.33 1,965.28 1,036.80 33,755.89 October 1, 2007-September 30, 2008 Deep East Texas Polk County ,350.00 871.09 25,316.92 49,375.75 49,375,75 1,350.00 271.09 600.00 17,733.96 6,109.00 1,473.96 777.60 YTD Actual Expenses Total Period covered in YTD: AAA/Region Name: Provider Name: Contracted Meals/Food Salaries, PR Taxes & Salaries, PR Taxes & Nutrition Supplement Cost Area Compensation Compensation Contract staff. Contract staff, Consumables Depreciation Conference Conference Materials Raw Food Benefits Materials Storage Benefits Freight Interest Total Total Dues Other Total F 16 2 92 33 8 8 38 32

				BUDGET WORKSHEET	КЅНЕЕТ	
	АВ	ပ	۵	E CONTRACTOR OF THE PROPERTY O	<u>u</u>	2
2	AAA/Region Name:		Deep East Texas		Contract Number:	
က	Provider Name:		Polk County		Service:	
4	Period covered in YTD:		ptember 30, 2008	the second secon	New Contract Year:	October 1, 2008 - September 30, 2009
2		では、大きのできないできない。		でしているとは実験も関する人があればのないなどは	ないものが、これを持ちないので、これに、アイダーは	
ဖ	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D.	fy the number of mo	nths the YTD actual ex	penses are based c	n in Column D,	
,	erilenant "Annualiza	under "Annualized Exn. Months YTD Based on "The w	Based on " The works	orksheet is currently set at 9 months	t at 9 months.	
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0		Andrew Control of the	Annualized Exp.	_		
2		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation
E	Cost Area	Expenses	6	New Contract Yr.	(Budget to Annualized)	· (If Over Routine Inflation Percentage - 1.05%)
;		THE RESERVE AND ADDRESS OF THE PARTY OF THE	がい 後期であればいるの 地質があって			
<u> </u>		The state of the second second second second second		5		-
4	Leasing					Name an ingress of Will not be purchased in F.V.
Ą	W document	5 050 00	6.733.33	•	-100.00%	
2 4	- T-1-1			1 038 80	%99 <sup>.</sup> 98-	
Ç !	1013 CO. 130, CO. 1013			A STATE OF THE STA		
\$ 9	A CONTRACTOR OF THE PROPERTY O			6. Occupancy/Building		
?	9000					
P	WIEW.	00 000	4 425 40	00 783 0	24 52%	Contain Kitchen I Hillings paid by Dalk Co
S	Utilities	1,000.09	1,420.19	2,307.00	10.102./0	Company of the contract of the
2	Depreciation	2,956.44	3,941.92	3,528.00	-10.50%	-10.50% New kitchen construction (20 year depreciation)
52	Mortgage Interest		•			
53	Insurance					
3,	Security		•			
55	Janitorial	98.669	933.15		-100.00%	-100.00% Reduction of force
83	Repair		•			
57	Taxes		•			
88	Total	4,725.19	6,300.25	6,115.00	% <del>**</del> 6.2-	
29			· 中国的政治 一种中国的中国的 (1985年)	となると思想を記るのかでする	第四個語言語語語は 第四個語言語語語語語語言語言 第四個語言語語語語言語言 第四個語言語言語言語言 第四個語言語言語言語言 第四個語言語言語言語言 第四個語言語言語言 第四個語言語言語言 第四個語言語言語言 第四個語言語言語言 第四個語言語言語言 第四個語言語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語言 第四個語 第四語語	是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们也不是一个时间,我们也不是一个时间,我们也没有一个时间,我们也没有一个时间 第一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们
9				7. Transportation/Travel	on/Travel	
9	Mileage Reimbursement		•			
62	Delivery		•			
83	Gas & Oil	2,025.53	2,700.71	2,400.00	-11.13%	Cost decreased
8	Repairs	677.85	903.80	800.00	-11.48%	-11,48% Cost decreased
8	Insurance	727.20	09.696	654.58	-32.49%	-32.49% Yearly Premium is \$654.58
99	Depreciation/Lease	2,127.68	2,836.91	2,553.23	-10.00%	-10.00% New vehicle purchased
67	Interest		•		•	
89	Tags & Licenses		•			
69	Total	•	5,558.26 7,411.01	6,407.81	-13.54%	
6				の とうない ない ない ない ない ない ないない		
7				8. Administrative & General	e & General	
72	Advertising		•			
73	Printing		•			
74	Copying		•			•
75	Office Supplies	1,009.14	1,345.52	400.00	-70.27%	-70.27% Allocation decreased
76	Contractual Agreements		•			
77	Postage		•			
78	Telecommunications	250.22	333.63	400.00	19.89%	19.89% Cost Increase

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	c			Marie Constitution				Supplied to the supplied to th													100 S. 100 S.					\$5.87			(0											ed Rate	ed Rate
·	9	Service: Congregate	ober 1, 2008 - September 30, 2009	: :					Reason for Difference/Explanation	(If Over Routine Inflation Percentage - 1.05%)									Cable TV disconnected							Budgeted Cost per Meai		Reason for Difference/Explanation	(If Over Routine Inflation Percentage - 1.05%)					62.950 Proposed Meals * Calculated Units	0 Proposed Meals * Calculated Units	Proposed Meals * Calculated Units	27 043 Proposed Meals * Calculated Units	29 986 Proposed Meals * Calculated Units	O'Proposed Meals * Calculated Units	0 DADS Proposed Meals +Title XX Proposed Meals *Calculated Rate	0 DADS Proposed Meals +Title XX Proposed Meals *Calculated Rate
SHEET	Contract Minnipose	Service:	New Contract Year:		in Column D,	at 9 months	TO THE PROPERTY OF THE PROPERT	A CONTRACTOR OF THE PROPERTY O	Percent Difference	(Budget to Annualized)								0.00%	-100.00%	-48.83%		-5.23%		joo	0.00%				Percentage Difference	16 24%	2,5		Revenue	62.950 P	0 P	d 0	7 0.43 P	20,043 P 986 P	0 9	00	□ 0
BUDGET WORKSHEET	J				senses are based or	neet is currently set			Budgeted Exp. for	New Contract Yr.								208.00	•	1,308.00	The state of the s	119,964.30		000	20,430				Difference	0.82			Calculated Rate	5.87	4.95	5.87	5.87	5.87	5.87	•	0.92
C		Polk County	September 30, 2008	語のは語を記せておりません。	iths the YTD actual exp	under "Annualized Exp. Months YTD Based on " The worksheet is currently set at 9 months.			Months YTD Based on	6			•		•	•	•	508.00	368.80	2,555.95	The second second second second	126,589.03	20.436.00						FY09	5.87			Proposed Meals	10,724			4 607	5.105		NA A	NA
		Polk	October 1, 2007-5		y the number of mon	d Exp. Months YTD F		S STATE OF THE STA	YTD Actual	Expenses								381.00	276.60	1,916.96	S. S. Santa S.	94,941.77	15.327						FY08	5.05						( - 10 - C + 1	I AK+Flus)				DADS & Title XX
ď	O V V V	Provider Name:	Period covered in YTD: October 1, 2007-September 30, 20		NOTE: You must identify the number of months the YTD actual expenses are based on in Column D,	under "Annualize	200 C			Cost Area		Liability Insurance	Interest-Wkg. Capital	Legal Fees	Accounting Fees	Consulting Fees	Other Fees (Explain)	Audit	Other Misc. (Explain)	Total		Total of all Cost Areas	Total Number of Meals Provided	Total Number of	Anticipated means				FY08 VS FY09	Whole Unit Rate			Funding Source		DADS - Title XX	103 DADS - Title XIX (CBA and ICM)	105 Program Income	106 Local Funds - Eligible Meals	107 Other Funds - Non-Eligible Meals	108 Local Funds - Required Match	Local Funds - Cap Limit Exceeded DADS & Title XX
	(	+	4	5	9		**. × ×		10	=	12	79	80	81	82	83	84	85	98			89	06	-		92	93	46	95	96	97	86	100	101 DADS	102 DADS	03 DADS	05 Progra	De Local I	07 Other	08 Local	109 Local F

act Year:  October 1, 2008 - September 30, 2009  Ince Reason for Difference/Explanation  (If Over Routine Inflation Percentage - 1.05%)  O DADS Title XIX Proposed Meals *Calculated Rate		of	New Control of Cotober 1, 2007-September 30, 2008  You <u>must identify</u> the number of months the YTD actual expenses are based on in Column I under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 9 months.  YTD Actual Months YTD Based on Budgeted Exp. for Percent Diff Annualized Exp. New Contract Yr. (Budget to Annualized Expenses 9 New Contract Yr. (Budget to Annualized Expenses 19 New	October 1, 2007-8  V the number of mon d Exp. Months YTD E Expenses Expenses Title XIX & XIX	Period covered in YTD: October 1, 2007-September 30, 2008  NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months.  NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months.  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based on, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Months YTD Based On, "The worksheet is currently set at 9 months."  Annualized Exp. Month	.ocal
	Nutrition Education	Calculated Cost per	, c			<u> </u>
						4
						13
•					1	12
total does not inloude Title XIX Managed Care	119,959 < This		20,436			Ξ
te XIX Proposed Meals *Calculated Rate	0 DADS TI	•	ΑN	-	ged Care	Mana
	_			Title XIX & XIX	Funds - Cap Limit Exceeded	Local
			A CONTRACTOR OF THE PARTY OF TH			12
(If Over Routine Inflation Percentage - 1.05%	(Budget to Annualized)	New Contract Yr.	6	Expenses	Cost Area	-
Reason for Difference/Explanation	Percent Difference	Budgeted Exp. for	Months YTD Based on	YTD Actual		0
			Annualized Exp.			6
	THE REPORT OF THE PERSON OF TH					8
	at 9 months.	heet is currently set	Based on," The works	d Exp. Months YTD	under "Annualize	
	ı in Column D,	penses are based o	onths the YTD actual ex	½ the number of mo	NOTE: You must identli	9
The second secon	ĸΞ					5
October 1, 2008 - September 30, 2009	ì	10. West 2000	-September 30, 2008	October 1, 2007	Period covered in YTD:	_
Alb		10 may 20 m		Poli		
400	Congre		Polk County	4000	Provider Name	_
<b>*</b>	Congre		Deep East Texas Polk County	Dean	AAA/Region Name:	3 2

# BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

Total Budgeted Expenses for Contract Year					1	. \$	119,964.30
2. Total Number of Anticipated Meals to be Provided						` <u></u>	110,004.00
DADS A&I AAA10,724 Title XX	191	0	Title XIX/Title XIX CBA, ICM, STAR+Plus	0			
Program Income 4,607 Other Eligible	5	,105	Non-Eligible	00	2	2	20,436
Cost per meal (Line 1 divided by Line 2)					2		E 07
Reimbursement Calculation					J.	<u> </u>	5.87
Projected NSIP per Meal Value		A&I AAA itle XX 0.61		Title XIX/Title XIX Managed Care N/A			
5 Rate Less NSIP per Meal Value .	\$	5.26		N/A			
6. Mandatory Local Match of 10% \$ 0.53  If Applicable, Match Reduction From the In-kind Match Certification form \$ (0.53)	-						
Required Match	\$	-		N/A			
7. Proposed Meal Rate (Line 3 minus Line 6)	\$	5.87	-	\$ 5.87			
Rate Cap Applicable to DADS A&I AAA and XX Common Providers Only	\$	4.95	•	\$ 6.12			
8. Excess of Cap Rate Reduction	\$	(0.92)		s -			
DADS A&I AAA/Title XX/Title XIX/Title XIX Managed Care (Line 7 minus Line 8)	\$	4.95	=	\$ 5.87			
** If any portion of the required match is in-kind, you must By signing below, you certify that all expenses and units of Agriculture's State General Revenue funding are exc are subject to audit in accordance with contract requirer	s related	to service:	s supported by the T	exas Department	all related rec	ords	
Polk County			John P. Those	nson, Polk County J	u <del>da</del> n		
Legal Name of Contracted Provider	-		Printed/T	ped Name of Signer	Acge		
/0.28.08 Signature	-	9	John 8.	Thou	yaar		
Deep East Texas Name of Area Agency on Aging	-	_	Department of A	ging and Disability Se	enricos		
				IX Managed Care &T			
Holly Anderson			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	ine XX		
Printed/Typed Name of Signer	•	_	Printed/Ty	N/A /ped Name of Signer			
Signature  (1) (2) (7)	•	-		Signature			
Date			· · · · · · · · · · · · · · · · · · ·	Date	<del></del>		

## **BUDGET WORKSHEET CERTIFICATION**

October 1, 2008 - September 30, 2009

Congregate

# AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- This budget worksheet excludes all expenses and units of service supported by Texas Department of Agriculture State General Revenue funding.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

	Polk County	John P. Thompson, Polk County Judge
Name o	f Contracted Provider	Printed Typed Name of Signer
	10.28.08	_ John & Theampsa-
	Date	Signature
Signer Authority:	☐ Sole Proprietor	Association Officer
(check one)	Partner	Board Member
	Corporate Officer	Governmental Official

#### IN-KIND MATCH CERTIFICATION

D	P. N. G.		
Provider:	Polk County	<del></del>	
In-kind Contribution(s	s):\$11,738	_	
	For any item identified below, you must ma	intain support documentatio	on.
	ITEM	DATE OF RECEIPT	VALUE
Utilities paid by Polk Co	ounty. (Documentation readily available for	12 months	\$2,587
review).			4-,007
Experience Works Volu	nteers (3). (Documentation readily	12 months	\$7,351
available for review).	• • • • • • • • • • • • • • • • • • • •		
Agriculture Extension A	agent provides monthly Nutrition Education	12 months	\$1,800
	<u> </u>		·
		TOTAL	
of the division of		TOTAL	\$11,738
	butions must meet the requirements of IRS Publi w.irs.gov/pub/irs-pdf/p561.pdf	cation 561	
Examples of Document	ation metade.		
Rent:	<ol> <li>Letter of Agreement with Owner</li> <li>Adequate Valuation of Property on a Current and if senior center, based on property value</li> </ol>		ed at least every two years
Labor:	<ol> <li>Minimum wage</li> <li>Documented prevailing wage in the Area. For Commission's website at <a href="http://www.tracer2">http://www.tracer2</a></li> </ol>		n visit the Texas Workforce
All in-kind labor must be were not in-kind then yo	be required for the service to be provided. If you bu cannot count it.	would not hire someone to per	form the labor if it
Utilities:	<ol> <li>Copy of Bill</li> <li>Agreement of Amount Paid if Partial</li> </ol>		
Polk Co	ounty	John P. Thompson	, Polk County Judge
	tracted Provider		Name of Signer
10.2	8.08	Charles ()	Tixuepra
10. 2 Dat	e	Sign	nature

1	0	3	0	Ψ	ı	9	I	_	7
- -		Post Trees Food Committee		re e Modelle (ast), (h		. :			
yle,	Provider Name	Polk County Agin	0		Contract Number:	Conference Service Contract			
4	Period covered in YTD- October 1, 2007 - May 31, 2008	October 1 2007	7 - May 31 2008		Naw Contract Vene	Senior Center Operations			
\s_			0007		INDW CONTROL TOBIC	October 1, 2008 - September 50, 2008		200	
9	NOTE: You must identify the number of months the YTD actual exc	ify the number of	months the YTD actu		senses are based on in Column D				
_	under "Annualiz	ed Exp. Months )	under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 9 months.		antiv set at 9 months.				
œ									
6			Annualized Exp.		L				
의		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference			
= [	Cost Area	Expenses	8	New Contract Yr.	(Budget to Annualized)	(If Over Routine Inflation Percentage - 1	- 1.05%)		
12									
	Salaries PR Taxes &			1. Pe	1. Personnel				
4	Benefits	2,038.77	3,058.16	2,718.36	-11.11%				
15	Contract staff, Compensation	•	,	•					
	Total	2,038.77	3,058.16	2,718.36	-11,11%				
				Defendant					
	Conference	,		4. Profession	Professional Development				
	Dues	450.00	675.00	675.00	7600 O		-		
	Materials		•		200				
	Total	450.00	675.00	675.00	0.00%				
					4 Saulament				
_	Depreciation		•						
_ `	Interest						-		
	Leasing		•						
	Maintenance		•						
	Total	•	•	•					
				, and a	Commence of the Commence of th		等。在日本100人元章。 1		
	Rent	2.000.00	3,000,00			and described by the second body of			
	Utilities	3,200.00	4,800.00	4,800.00	0.00%	0.00%			
	Depreciation	•	•	•					
	Mongage Interest	, 00							
	Security	400.00	600.00	900.00	%00:0				
	Janitorial	500.00	750.00	750.00	70000				
	Repair		,		8,000		+		
	Taxes								
	Total	6,100.00	9,150.00	9,150.00	00:00				
	Mileage Reimbursement			6. Iranspor	6. Transportation/Travel				
	Delivery								
	Gas & Oil	,	•	•					
	Repairs	,		,					
	Insurance		•						
	Depreciation/Lease		•						
	Interest		•						
	Tags & Licenses	,	,						
	Total	•	,						

55 PAGE 551

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\$1,102.28 (If Over Routine Inflation Percentage - 1.05%) (if Over Routine Inflation Percentage 1.05%) Reason for Difference/Explanation October 1, 2008 - September 30, 2009. 9.614 Proposed Units \* Calculated Units
O Proposed Units \* Calculated Units
3.614 TDoAJAAA Proposed Units \* Calculated Rate Reason for Difference **Budgeted Cost per Unit** BUDGET WORKSHEET -2.50% 0.00% New Contract Year: 0.00% 0.00% Revenue 60.59% Contract Number NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, (Budget to Annualized) Percentage Difference under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months. Percent Difference Enter the Total Number of Anticipated Units or the Proposed units by Funding Source 7. Administrative & General Calculated Rate 801.14 1.102.28 1.102.28 1.102.28 1.102.28 1.102.28 1.102.28 1.102.28 Annualized Exp.
Months YTD Based on Budgeted Exp. for New Contract Yr. Difference 415.88 13,227.36 684.00 7 684.00 684.00 12.00 684.00 13,567.16 1,102.28 AAA Name. Deep East Texas
Provider Name: Polk County Aging
Period covered in YTD: October 1, 2007 - May 31, 2008 FY09 Proposed Units œ ž 456.00 FY08 686.40 456.00 9.044.77 8.00 YTD Actual Expenses Funding Source
AAA/DADS - Match Required
AAA/DADS - Full Unit Rate Contractual Agreements Source 3
Source 4
Source 5
Source 6
Local Funds - Required Match Total of all Cost Areas
Total Number of Units
Provided
Total Number of
Anticipated Units Interest-Wkg. Capital Telecommunications Other Fees (Explain) Other Misc. (Explain) Cost Area Liability Insurance Accounting Fees Consulting Fees Whole Unit Rate Office Supplies FY08 VS FY09 Advertising Legal Fees Printing Copying Postage Total Audit

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B AAA N Provider Na Period covered in an inder "Annu Under "Annu Cost Area	B AAA Name: Deep East Texas  Provider Name: Polk County Aging Period covered in YTD: October 1, 2007 - May 31, 2008  TE: You must identify the number of months the YTD under "Annualized Exp. Months YTD Based on," TYD Adual Months YTD Based Cost Area Expenses 8		ctual expenses are by worksheet is currently on Budgeted Exp. for New Contract Yr.	expenses are based on in Column D, rksheet is currently set at 9 months.  Budgeted Exp. for Percent Difference New Contract Yr. (Budget to Annualized)	Senior Center Operations  October 1, 2008 - September 30, 2009  October 1, 2008 - September 30, 2009  Reason for Difference  (if Over Routine Inflation Percentage - 1.05%)	ı		7
--	--	--	--	--	---	---	--	---

Service:

Senior Center Operations

# **BUDGET WORKSHEET CALCULATION OF THE UNIT RATE**

r Total Boogeled Expenses to	r Contract	Year				1. <u>\$</u>	13,227.36
2. Total Number of Anticipated	Units to be	e Provided					
AAA/DADS - Match Required	12	Source 3	0	Source 5	0		
AAA/DADS - Full Unit Rate_	0	Source 4	0	Source 6	0	2	12
3. Cost per unit (Line 1 divided	by Line 2	) - Full Unit Rate				3\$_	1,102.28
Reimbursement Calculation fo	r Contracts	s Requiring Unit Rat	e Match Redu	ction			
4. Mandatory Local Match of  5. If Applicable, Match Reduct  7. Required Match		the In-kind Match C	Certification for	m -	\$ 551.14 \$ (250.90)	4. <u>\$</u>	301.14
5.Full Unit Rate Less Required	d Match (Li	ne 3 minus Line 4				5. \$	801.14
**If any portion of the required	match is in	n-kind. vou must cor	nolete an In-Ki	nd Match Certifica	tion form		
, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,					
\$ 1,102.28  Contract Reimbursed at ti \$ 801.14	he Full Co	Contractor Initial est Per Unit Less Re Contractor Initial	equired Matcl	AAA Initial  AAA Initial			
Legal Name of Co	ature pson	Thomas	e por	Name of	P East Texas Area Agency on Agin  ACL  Signature  A Marso  Yped Name of Signature		
12/16/08	ate				Date Date		

### IN-KIND MATCH CERTIFICATION

Provider:	Polk County Aging		
In-kind Contribution(s	): \$3,000		
	For any item identified below, you n	nust maintain support documentation.	
	ITEM	DATE OF RECEIPT	VALUE
Building Donated		1/12/1900	\$3,000
	•		
	•		
		TOTAL	\$3,000
	butions must meet the requirements of IF w.irs.gov/pub/irs-pdf/p561.pdf ation Include:	S Publication 561	
Rent:	<ol> <li>Letter of Agreement with Owner</li> <li>Adequate Valuation of Property on a and if senior center, based on proper</li> </ol>	Current Basis (this should be reviewed at ty value and center participation)	least every two years
Labor:		Area. For prevailing wage information visit v.twc.state.tx.us/lmi/lfs/type/wages/wagesh	
All in-kind labor must be were not in-kind then yo	e required for the service to be provided. u cannot count it.	If you would not hire someone to perform	the labor if it
Utilities:	Copy of Bill     Agreement of Amount Paid if Partial		
Polk Count	y Aging	John P. Thompson	
Name of Cont	racted Provider	Printed/Typed Nam	ne of Signer
12/16/08	· · · · · · · · · · · · · · · · · · ·	Stud Tlean	ypa
Date	<b>.</b>	Signatur	*

VOL. 55 PAGE 555

L	Q	,		BUDGET WORKSHEET			
١,			O NEW WAY	E	L.	Ľ	L
- -				Nutrition S	Nutrition Services		1
10	Provider Name		Deep East Texas		Contract Number:		
4	Period covered in YTD:	L	7-Sentember 30 2008		Service	Home	
2			The state of the s		New Contract Year:	October 1, 2008 - September 30, 2009	
9	NOTE: You must identify the number of months the YTD	_		actual expenses are based on in Column D	n in Column D		
_	under "Annualize	under "Annualized Exp. Months YTD Based on " T		hoot is comments as			
æ			- 60	IN WOLKSHOOL IS CULTURILY SEL SEN MONTHS.	nate months.		
თ			81 TO		Exp.		
9		YTD Actual		Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
-	Cost Area	Expenses	6	New Contract Yr	(Budget to Appring)		
12					(Designation of the party of th	(ii Over Routine Initiation Percentage - 1.05%)	
2				1. Personnel	inel		
4	Benefits	74 063 62	08 751 40	10 31C 101			
15	Contract staff,			*0.0*×,101	7.53%	2.53% Cost of living raise 2 1/2 percent	
16	Total	74 063 62	08 751 40	104 245 04			
- q			100.000 July 100.0	40.042,101	7.53%		
•				2. Nutrition Education	ucation		*
19	Benefits	1.350.00	1 800 00	1 800 00			
20	Contract staff,			00.000	0.00%		
54	Materials	450 00	. 00	0000			
22	Conference	00:00	000.000	00.000	%00.0	0.00% Agriculture Dept. provides education documents for	
_	Total	1 800 00	2 400 00	2 400 00		H/D clients.	
_				2,400.00	%00.0		
22				3. Professional Development	velopment		
श	Conference	286.16	381.55	400.00		4.84% MOW State Conference	
T	Seno						
82	Materials	900.00	1,200.00	1,200.00	1%000.	Pd Nitrionist to authorize and account	
30	Total	1	1,581.55	-	1.17%	ordinated and oversee menus & nucleur	
<u>ا</u>			1988 14 (1888) 1 (1886) 1 (1886) 1 (1886)	A Mosle/Food			
32	Raw Food	26,600.96	35.467.95	00 000 88			
33	Nutrition Supplement			20:000	9.90%	e.ed.vo rood cost increases for fresh meats, fruits & vegetables	
8	Freight		•				
33	Storage		•				
ဗ္က	Consumables	9,163.50	12,218.00	12.000.00	-1 78%	-1 78% Cost document	
200	Contracted Meals/Food				200	לאין מפרו פסיפ	
9 8	Other	2,210.94	2,947.92	600.00	-79.65% K	-79.65% Kitchen supplies. Olianity of supplies have decreased	
-	37,975.40		50,633.87 51	00.009	1		
-							T.
2 5	Depreciation	777.60	1,036.80	1,036.80		0.00% Purchased in Ery 2008	
2	Interest		-				

PAGE **556** 

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				BUDGET WORKSHEET	KSHEET		
Ī	8	o J	Ω	ш	ш.	T U	ij
7	AAA/Region Name:		Deep East Texas		Contract Number:		
~	Provider Name:				Service	: Home D	
4	Period covered in YTD: October 1, 2007-	October 1, 2007-September 30,	September 30,		New Contract Year:	October 1, 2008 - September 30, 2009	ř
n (	CTV and address of a continuous and a co	the mimber of mo					
•	ואסובי וסח יווימפר וחפונוו	y ure number or mo	9 I.	ictual expenses are pased on in Column D.	on in Column D,		-
~	under "Annualize	under "Annualized Exp. Months YTD Based on."	f	e worksheet is currently set at 9 months.	t at 9 months.	•	ı
∞ 0		Above A constitution of the same of	A second control of the second control of th				1
, 0		YTD Actual	Months YTD Based on	Rudoeted Exp. for	Darrent Difference	Reason for Difference/Explanation	
Ξ	Cost Area	Expenses	σ	New Contract Vr	(Budget to Application)	1 8	
2		4.05		THE STATE OF THE S	Contract II. (Douglet to Allindaileau)		4
E		Concept of transfer of street compared to the		The second secon		21	•
4	Maintenance	7 575 00	10 100 00	1	700 00F	100 000 VC or beautions of the 11/11 tenemaine well NOO	
4	Total	8 352 60	14 136 80	1 038 80	%00:001 700:001	I ver equipment, well file of pulchased in F7 2009	
14		13		1,050.00	.08-		
48		nnderforder frankligt for old de viksidougsen foar in en g		6. Occupancy/Building	/Building		¥.
49	Rent		,				
20	Utilities	641.34	855.12	2.280.00	166.63%	166.63% Compan Utilities Paid by Polk County	1
51	Depreciation	4,434.66	5,912.88	5.912.88	0.00%	0.00% New kitchen contruction (20 year depreciation)	
25	Mortgage Interest						İ
53	Insurance		•				-
22	Security						j
55	Janitorial	699.84	933.12	,	-100 00%	-100 00% Reduction of force	
56	Repair		,				
57	Taxes		•				
	Total	5,775.84	7,701.12	8.192.88	6.39%		
	三日のでは、日本のでは、日本のでは、10mmのでは、10			THE RESERVE TO SERVE THE PARTY OF			
3				7. Transportation/Travel	on/Travel		
5	Mileage Reimbursement		•				l
8	Delivery		•				
8	Gas & Oil	3,037.86	4,050.48	4,050.48	0.00%		
2	Repairs	1,016.78	1,355.71	1,200.00	-11.49%	Reduction of cost (Cty maintainence is now providing -11.49% most services)	
32	Insurance	1,090.80	1,454.40	921.12	-36.67%	-36.67% Reduction of cost	1
98	Depreciation/Lease	3,191.52	4,255.36	4,255.36	0.00%	0.00% New vehicle purchased - one time cost	
2	Interest		•		•		Τ
89	Tags & Licenses		•				Γ
69	Total	8,336.96		10,426.96	-6.20%		
2				100 00 00 00 00 00 00 00 00 00 00 00 00	THE RESERVE OF THE PARTY OF THE		
7				8. Administrative & General	& General	A CONTRACTOR OF THE CONTRACTOR	1
22	Advertising		•				
2	Printing		•				Γ
74	Copying		•				Ţ
22	Office Supplies	1,514.16	2,018.88	00.009	-70.28%	-70.28% Reduction of cost	Γ
92	Contractual Agreements		•				Т
티	Postage		,				Г

В В	O	٥	E E		9	F
AAA/Region Name: Deep East Texas	ł			Contract Number:		
	Polk County			Services	Service: House Delivered Mosis	
		000		BOW ISO	Control and an analysis of the control of the contr	
Period covered in 11D: October 1, 2007-September 30, 200				New Contract Year.	KUUS CICIODE 1, 2008 - September 30, 2009	
NOTE: You must identify the number of months the YTD a	ber of months the YTD ac	tual	xpenses are based o	on in Column D,		
		work	sheet is currently se	t at 9 months.		
			<b>新教育的企业的企业</b>	New York Control of the Control of t		
	Months YTD B	ased on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
enses 9	6			(Budget to Annualized)	(if Over Routine Inflation Percentage - 1.05%)	
		77.00				
Telecommunications 375.34 5		500.45	900.00	19.89%	Cost increase (New telephone line needed for software 19.89% for home delivered meal clients who receive frozen meals	
Liability Insurance		١.				
Interest-Wkg. Capital		١,				
Legal Fees		,				
Accounting Fees						
Consulting Fees						
Other Fees (Explain)		,			-	
Audit 635.00 84		846.67	846.55	÷0.01%		
Other Misc. (Explain)			3,000.00	100.00%	R-U-Okay Alert software for elderly/disabled. For telephone reassurance and daily client contact for home delivered meal clients who receive frozen meals	
2,524.50	3,	8	5,046.55	49.93%		
44004500			20 072 707			-0. WEE
Total Number of Meals			181,548.23	-2.75%	-2.75% reallocation of costs throughout budget line items	
23,048 30,7	30,7	30.67				
Total Number of Anticipated Meals			30,731	0.00%		
					Budgeted Cost per Meal	\$5.91
					Reason for Difference/Explanation	
FY08 VS FY09 FY08 FY09			Difference	Percentage Difference	(If Over Routine Inflation Percentage - 1.05%)	
Whole Unit Rate 5.05		9	0.86	17.03%		
Finding Course	oleon Manage		Cataloria Contractor			
Proposed Meats	- 1	0,0	Calculated Rate	Revenue		
		16,382	4.95	81,091	81,091 Proposed Meals * Calculated Units	
		4,321		25,537	25,537 Proposed Meals * Calculated Units	
104 DADS - Title XIX Managed Care (STAR+Plus)		ľ			Proposed Meals * Calculated Units	
тодгат іпсоте		90	5.91	532	532 Proposed Meals * Calculated Units	

NA 0.89 2  NA 30,731 18  Estimated Number of Nutrition Education	NA 0.07	5.91 O Proposed Meals * Calculated Units	3,281 5.91 19.391 Pr	Cost Area Expenses 9 New Contract Yr. (Budget to Annualized) (If Over Routine Inflation Percentage - 1.05%)	YTD Actual Months YTD Based on Budgeted Exp. for Percent Difference Reason for Difference/Explanation	A CONTRACT OF THE PROPERTY OF		under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months.		のでは、大きのでは、大きのでは、これでは、日本のでは、100mmのできた。	New Contra		Deep East Texas Contract Number:		Difference/Explanation  Outline Inflation Percentage - 1.05%)  Maried Units  +Title XX Proposed Meals *Calculated Rate  +Title XX Proposed Meals *Calculated Rate  incude Title XIX Managed Care meals,	Reason for (If Over R. Proposed Meals * Calc.) Proposed Meals * Calc.) Proposed Meals * Calc.) Proposed Meals * Calc.) DADS Proposed Meals DADS Title XIX Proposed Meals * Calc.)	and	Calculated Cost per	September 30, 2008  Inthis the YTD actual ey Based on." The works Annualized Exp.  Annualized Exp.  Annualized Annualized On  NA  NA  NA  So,731  Estimated Number of Nutrition Education:	2   Period covered in YTD:   October 1, 2007
--	---------	--	----------------------	---	---	---	--	--	--	---------------------------------------	------------	--	----------------------------------	--	---	---	---	---------------------	--	--

# BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

Total Budgeted Expenses for Contract Year				1. \$ 181,548.23
2. Total Number of Anticipated Meals to be Provided				
		Title XIX/Title XIX CBA, ICM,		
DADS A&I AAA 16,382 Title XX	6,657	STAR+Plus	4,321	
Program income 90 Other Eligible	3,281	Non-Eligible	0	230,731
3. Cost per meal (Line 1 divided by Line 2)				3. \$ 5.91
Reint-prement Calculation				
4 Finiented NSIP per Meal Value	DADS A&I AAA & Title XX 0.61		Title XIX/Title XIX Managed Care N/A	
% Page Lass NSIP per Meal Value	\$ 5.30		N/A	•
6. Mandatory Local Match of 10%  ** If Applicable, Match Reduction From the In-kind Match Certification form  \$ 0.53	-	•		
Required Match	\$ 0.07		N/A	
7. Proposed Meat Rate (Line 3 minus Line 6)	\$ 5.84	•	\$ 5.91	
Rate Cap Applicable to DADS A&I AAA and XX Common Providers Only	\$ 4.95		\$ 6.12	
8. Excess of Cap Rate Reduction	\$ (0.89)		<b>s</b> -	
DADS A&I AAA/Title XX/Title XIX/Title XIX Managed Care (Line 7 minus Line 8)	\$ 4.95		\$ 5.91	
** If any portion of the required match is in-kind, you must	l complete an In Ki	nd Match Cartification	na farm	
By signing below, you certify that all expenses and unit of Agriculture's State General Revenue funding are exa are subject to audit in accordance with contract require	s related to service	s supported by the lite setting process. a	Texas Department	all related records
Polk County Legal Name of Contracted Provider	<del>-</del> -	John P-The	ompson, County Judg yeed Name of Afgrer	<u>e</u>
10. 28.08	6	Jan. 1	Thomas	me
Signature		10.00. C	-Date-	
Deep East Texas	$\nu$			
Name of Area Agency on Aging		Department of A	aging and Disability Se	ervices
		Title XIX, Title X	IX Managed Care &Ti	itle XX
Holly Anderson	_	E	Brenda Hood	
Printed/Typed Name of Signer	-	Printed/T	yped Name of Signer	
Hilly Smilles No Signature	<del>.</del> .	B1	enda Ha	20
10/20/08	_	\[	120/08	
/Date/			Date	

# **BUDGET WORKSHEET CERTIFICATION**

October 1, 2008 - September 30, 2009

Home Delivered Meals

# AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- This budget worksheet excludes all expenses and units of service supported by Texas Department of Agriculture State General Revenue funding.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

	Polk County f Contracted Provider	Printed/Typed Name of Signer
//	0,28.08 Date	John P. Thompson Signature
Signer Authority: (check one)	☐ Sole Proprietor ☐ Partner ☐ Corporate Officer	<ul> <li>☐ Association Officer</li> <li>☐ Board Member</li> <li>☐ Governmental Official</li> </ul>

### IN-KIND MATCH CERTIFICATION

Provider:	Polk County		
In-kind Contribution	n(s):\$10,640		
	For any item identified below, you must ma	intain support documentation.	
	ITEM		
L tinties Paid By Polk	County (Documentation available for review)	DATE OF RECEIPT 12 months	VALUE
	ed by Experience Works (Documentation	12 months	\$2,280
available for review.		12 months	\$7.760
Nutrition Education -	Agriculture Extension Agent	12 months	\$7,760
	- 15 February Extension Figure	12 monus	\$600
<u> </u>		TOTAL	\$10,640
	tributions must meet the requirements of IRS Publi- ww.irs.gov/pub/irs-pdf/p561.pdf ntation Include:	cation 561	
Rent:	<ol> <li>Letter of Agreement with Owner</li> <li>Adequate Valuation of Property on a Current and if senior center, based on property value</li> </ol>	Basis (this should be reviewed a and center participation)	at least every two years
Labor:	<ol> <li>Minimum wage</li> <li>Documented prevailing wage in the Area. Fo Commission's website at <a href="http://www.tracer2">http://www.tracer2</a></li> </ol>	r prevailing wage information vis.com/.	sit the Texas Workforce
All in-kind labor must were not in-kind then	be required for the service to be provided. If you veryou cannot count it.	would not hire someone to perfor	m the labor if it
Utilities:	Copy of Bill     Agreement of Amount Paid if Partial	$\Omega$	
Polk (	County	(How )	execusa
	ntracted Provider	Printed/Typed Na	me of Signer
10.28.	08	John PT	Thom seem
Da	ate	Signatu	rre

VOL.



### **GRANT AGREEMENT Texas Department of Agriculture Home-Delivered Meal Grant Program**

#### I. RECITALS

- WHEREAS, Grantor has established the Home-Delivered Meal Grant Program ("Program") to 1.1 distribute grant funds to eligible organizations that provide home-delivered meals to Homebound persons who are Elderly and/or have a Disability, and
- WHEREAS, Grantee has applied for a grant from the Program and has met all requirements for 1.2 receiving the Grant.
- 1.3 NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **DEFINITIONS** 11.

- 2.1 "Agreement" means this Grant Agreement and all attachments hereto.
- "Department" means the Texas Department of Agriculture. 2.2
- 2.3 "Disability" means a physical, mental or developmental impairment, temporarily or permanently limiting an individual's capacity to adequately perform one or more essential activities of daily living, which include, but are not limited to, personal and health care, moving around, communicating, and housekeeping.
- 2.4 "Elderly" means an individual who is 60 years of age or older.
- "Grant" means the funds awarded to Grantee by Grantor, subject to the requirements of this 2.5 Agreement, Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq. and other Program requirements, in the amount of \$22,277.18 to be used in Polk County.
- 2.6 "Grantee" means Polk County, 101 E. Church Street, Suite 300, Livingston, TX 77351.
- 2.7 "Grantor" means the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711.
- 2.8 "Grant Coordinator" means Grantor's representative responsible for coordinating the Program.
- "Homebound" means a person who is unable to leave his or her residence without aid or 2.9 assistance or whose ability to travel from his or her residence is substantially impaired.
- 2.10 "Program" means Grantor's Home-Delivered Meal Grant Program.
- 2.11 "Term of Agreement" is February 1, 2009 through January 31, 2010.

#### **GRANTOR AND GRANTEE OBLIGATIONS**

- Award by Grantor. Subject to the provisions of this Agreement and Texas Administrative Code 3.1 Title 4, Part 1, Sections 1.950 et seq., Grantor hereby awards to Grantee the Grant, which Grantee shall use only to supplement and extend existing services related directly to the delivery of meals to Homebound persons that are Elderly and/or have a Disability.
- Performance by Grantee. Grantee shall use Grant in accordance with the terms of this 3.2 Agreement and Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq.

#### IV. GRANTEE'S REPORTING REQUIREMENTS

- **4.1 Budget.** Grantee shall provide a detailed budget for the year, attached hereto as "Attachment A", not to exceed \$22,277.18 for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.
- **Quarterly Report.** Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Report due dates are as follows:
  - June 1, 2009 for the period February 1, 2009 April 30, 2009.

- September 1, 2009 for the period May 1, 2009 July 31, 2009.
- December 1, 2009 for the period August 1, 2009 October 31, 2009.
- March 1, 2010 for the period November 1, 2009 January 31, 2010.
- 4.3 Failure to Comply with Reporting Requirements. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the withholding or revocation of a Grant, the refund of Grant funds disbursed, and/or Grantee's ineligibility for future Program funds.
- 4.4 Notice of Failure to Receive County Grant. Grantee shall promptly notify the Department of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed.

#### V. RECORDKEEPING, ACCESS, INSPECTIONS, AUDITS AND INVESTIGATIONS

- 5.1 Access by Grantor and State Auditor's Office. During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow Grantor and/or the State Auditor's Office access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to this Agreement or the use of funds pursuant to this Agreement, in order to ascertain complete compliance with the provisions of this Agreement and with Program guidelines. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office. Grantor further has the right to make a visual inspection of any assets purchased with Grant funds.
- 5.2 Audits or Investigations by State Auditor's Office. Grantee understands that acceptance of Grant funds under this Agreement acts as acceptance of the authority of the Department, the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the Department and the State Auditor's Office, or their successors, in the conduct of any audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit the funds received by Grantee is included in any subcontract it awards.
- 5.3 Disallowance of Grant Funds. Grantee understands and agrees that Grantee shall be liable to the Department for any costs disallowed as a result of unresolved questioned costs revealed during any audit or investigation.

#### VI. USE OF GRANT FUNDS

6.1 Allowable Expenditures. Allowable expenditures include, but are not limited to, food costs and related preparation and packaging expenses; gasoline, and other operational costs, but shall not be used for the purchase of capital assets. Grant funds shall not be used for expenditures that are not made in compliance with any applicable State purchasing laws and regulations. Grantee shall not, under any circumstances, use grant funds for alcoholic beverages, entertainment or charitable or political contributions. If requested by Grantor, Grantee must be able to produce proof of payment (stamped paid invoices or receipts) of all allowable expenditures.

- 6.2 Misuse of Grant Funds. Grantor may require a refund of Grant funds already disbursed to Grantee if: (a) Grant funds are misused, (b) Grant funds are used in an illegal manner, (c) Grant funds are used for non-allowable expenses, (d) Grantee violates the terms and agreements of this Agreement, or (e) Grantee made any misrepresentations to Grantor in obtaining this Grant. This provision is not exclusive of other grounds for withholding or refunding of funds or any other remedy, civil or criminal, which may be available to Grantor.
- 6.3 **No Duplication of Services.** Grant funds shall not be used to duplicate services provided to Grantee's clients. Grantee shall have a system in place to prevent the duplication of services to Grantee's clients.
- 6.4 Availability of State Funds. This Agreement is subject to the availability of state funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funds, this Agreement shall be reduced or terminated.

#### VII. TERM AND TERMINATION OF THE AGREEMENT

- 7.1 Term and Termination. Either party may terminate this Agreement before the end of the Term of Agreement, without cause, by delivering a written notice of termination to the other party. Early termination of this Agreement shall not relieve Grantee from the reporting requirements contained in sections IV, V, and VI of this Agreement.
- 7.2 No Reimbursement Upon Termination. In the event of termination of this Agreement, Grantor shall make no further disbursement of Grant funds to Grantee beyond those already approved at the time of termination, and Grantee specifically waives all rights to any such funds.

#### VIII. USE AND DISPOSITION OF PROPERTY

- **8.1 Use of Property.** During the Term of Agreement, any property acquired with Grant funds shall be used in accordance with this Agreement, to accomplish the purposes of the Program.
- **Records of Property.** Grantee shall maintain appropriate records of goods or property purchased with Grant funds and shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of such goods or property.

#### IX. AGREEMENT MODIFICATIONS

- 9.1 Amending Agreement. Except as provided in paragraph 9.6 below, this Agreement embodies the entire agreement between the parties, and there are no covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth herein. Except as provided in paragraph 9.2 below, no modification or amendment to this Agreement is valid unless in writing and signed by the parties.
- 9.2 Notification of Change in Grantee's Address. Grantee must notify Grantor in writing within 30 days if Grantee's address changes during the Term of Agreement. Failure to submit required notice may be grounds for termination of this Agreement.
- **9.3 Grantor Request for Amendment.** Grantor may request an amendment to the Agreement by submitting the requested change to Grantee's Agent in writing.
- 9.4 Grantee Request for Amendment. Grantee may request an amendment to the Agreement by submitting the requested change, in writing, to the Grant Coordinator. All requests for an amendment to the Agreement must include a summary of Grantee's home-delivered meal services and a statement explaining the need for the change.
- **9.5 Budgetary Revisions.** The Grantee may make a one time budget revision (not affecting the overall budget amount) without prior approval, during the program year, so long as the revision

overall budget amount) without prior approval, during the program year, so long as the revision does not require an increase or decrease in any budget line item over 10% of the item's approved budget, and so long as the revision does not require any new (not previously approved) budget line items. All other budget revisions will require prior approval. The grantee shall request prior approval for a budget change by submitting a statement explaining the need for the change, specifying the amount, and identifying the expenditure categories affected by the change.

9.6 Changes Become Part of Agreement. Changes approved in accordance with this section IX become a part of this Agreement, superseding all inconsistent provisions.

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#### VII. GENERAL TERMS AND CONDITIONS

- 10.1 Delegation to Third-Party. Grantee is not relieved of its duties and obligations imposed by this Agreement through delegation by Grantee to a third-party.
- Agreement Binding. This Agreement shall be binding on and inure to the benefit of the parties and their officers, administrators, legal representatives, and successors except as otherwise expressly provided herein. Neither party may assign or transfer this Agreement without the written consent of the other party. The parties intend to be legally bound and have executed this Agreement as evidenced by their signatures on the date indicated below. This Agreement is not effective unless and until it has been signed by both parties.
- No Creation of Debt. This Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Section 49 Article III of the Texas Constitution. In compliance with Section 6 Article VIII of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 10.4 Delivery Methods. Unless specifically provided herein, any notice, tender, or delivery to be given hereunder by any party to another party must be affected by personal delivery in writing or by mailing the same by registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this paragraph.
- **Authorized Representative.** Each person signing expressly represents that he or she is duly authorized to do so and to bind the party on whose behalf they are signing. All legal documents prepared for Grantee's signature must be executed by an individual with the authority to legally bind Grantee.
- 10.6 Indemnification. Grantee shall indemnify and hold harmless Grantor, its agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under this Agreement, including all lost and reasonable attorneys' fees incurred in defending or settling any such claims.
- **No Employer Relationship.** Grantee and Grantee's employees and agents have no employer-employee relationship with Grantor.
- 10.8 Representations and Warranties of Grantor and Grantee. Grantor and Grantee each represent and warrant that it has full right and authority to enter into this Agreement and to grant the other party the rights set forth in this Agreement and that all necessary approvals have been obtained. Each party represents and warrants that it is in good standing in all jurisdictions in which it is required to be so qualified for performance of this Agreement, and all necessary certifications, registrations, approvals and licenses have been obtained, and all necessary fees paid.
- **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. If any legal action is necessary to enforce this Agreement, or for any dispute arising out of the operations or actions contemplated herein, exclusive venue shall lie in the District Courts of Travis County, Texas.

- 10.10 Headings. Captions and headings of the sections or paragraphs of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.
- Severability. If any part of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.
- **10.12 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or continuing waiver of the same provision in the future.
- 10.13 Construction of Agreement. Both parties hereby agree that they participated in the creation of this Agreement, and the terms hereof are a product of the negotiation between the parties. In the event there is a dispute regarding the meaning of any provision of this Agreement, no provision shall be construed in favor of or against any party's position on the grounds that said Party was the drafter of this Agreement.
- 10.14 Exhibits. The following instruments are incorporated into this Agreement as attachments:

Attachment A-Grant Budget

10.15 Uniform Grant Management Standards (UGMS). In accordance with Texas Government Code §783.007, this Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS). In the case of any conflicts between UGMS and this Agreement, the UGMS shall control.

#### VII. TEXAS PUBLIC INFORMATION ACT NOTICE

11.1 ALL INFORMATION PROVIDED BY GRANTEE PURSUANT TO THIS AGREEMENT IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT, TEX. GOV'T CODE. CHAPTER 552, AND MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC.

By their signatures below, the parties do hereby agree to the terms of this Agreement.

Texas Department of Agriculture	Polk County
P.O. Box 12847	101 E. Church Street, Suite 300
Austin, Texas 78711	Livingston, TX 77351
By:	By: Solu D. Thyangm
Drew DeBerry	John Thompson
Deputy Commissioner	County Judge
Date:	Date: 1/8/09

# ATTACHMENT A

# HOME DELIVERED MEAL GRANT BUDGET

Name of grantee: Polk County

TDA Application No.: 213

County in which meals are provided: Polk

Total grant amount: \$22,277.18

Please estimate, to the best of your ability, how TDA Grant funds will be expended.

		. Amount
Expenditure Category		
Personnel		
Food/Meals	Raw Foods	\$ 10,000.00
Equipment		
Building Occupancy		
Transportation	Gas & Oil	\$ 5,277.18
Office Supplies and Services		
Other: Please specify exactly		
a. Paper goods/packaging	5	\$ 7,000.00
b.		
C.		
d.		
Total Grant Amount		\$ 22,277.18

During the Grant Year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Signature John V. / Claupan

Date: 1/8/09



P.O. Box 12847 Austin, Texas 78711 • Voice (800) 835-5832 • (512) 463-7476 • Hearing impaired: (800) 735-2988 • www.agr.state.tx.us

# **Texas Department of Agriculture** Grant Recipient Secondary Contact Information

TODD STAPLES, COMMISSIONER

ER-202

V	ORGANIZATION NAME AND I	NFORM	ATION			· · · · · · · · · · · · · · · · · · ·			
SEC.	Organization Name								
S	Polk County, Texas								
	I AUTHORIZED OFFICIAL (PRI The Authorized Official will be the person empowered to e								
	First Name of Authorized Official	M. I.	Last Name		Title				
	John	Р.	Thompson		Mr. ☐ Ms.	☐ Dr. ☐			
_	Position Title ·			-					
SECTION B	County Judge								
12	<sup>2</sup> AUTHORIZED OFFICIAL CON	TACT II	NFORMATION			- · · · · · · · · · · · · · · · · · · ·			
ί	Address		City	•	State	Zip Code			
SE	Polk County Courthouse 101 W. Church St., Ste. 3	00	Livingston		TX	77351			
	Phone No.		Fax No.	E-mail Ad	 Idress	l			
	936-327-6813		936-327-6891	john.t	hompson@c	o.polk.tx.us			
	SECONDARY CONTACT The Program Contact is the person TDA should contact fo	r routine busine	ess and correspondence, including quarterly	y report reminde	ers.				
	First Name of Authorized Official	M. I.	Last Name		Title				
	Barbara		Hayes		☐ Mr. 🔀 Ms	Dr			
	Position Title				· · · · · · · · · · · · · · · · · · ·				
	Director, Polk County Soci	al Serv	ices						
2	<sup>2</sup> SECONDARY CONTACT INFO	RMATIC	ON	_					
SECTION C	Address		City	State	Zip Code				
SE	602 E. Church St., Ste. 1	45	Livingston		TX	77351			
	Phone No.		Fax No.	E-mail Ac	 Idress	1			
	936-327-6830		936-327-6873	health	careOliving	ston.net			
	12.11.11.11.10.10.00								

This information becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 522.021, 522.023, and 559.004.)