

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
1	<b>Nutrition Services</b>						
2	AAA/Region Name:	Deep East Texas			Contract Number:		
3	Provider Name:	Polk County			Service:	Congregate	
4	Period covered in YTD:	October 1, 2007-September 30, 2008			New Contract Year:	October 1, 2008 - September 30, 2009	
5	<p><b>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.</b></p>						
6							
7							
8							
9							
10							
11	Cost Area	YTD Actual Expenses	Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.05%)	
12			9				
13	<b>1. Personnel</b>						
14	Salaries, PR Taxes & Benefits	49,375.75	65,834.33	67,496.69	2.53%	Cost increase - 2.5% COLA	
15	Contract staff, Compensation						
16	Total	49,375.75	65,834.33	67,496.69	2.53%		
17							
18	<b>2. Nutrition Education</b>						
19	Salaries, PR Taxes & Benefits						
20	Contract staff, Compensation						
21	Materials	1,350.00	1,800.00	1,800.00	0.00%	Agriculture provides education for congregate clients	
22	Conference				0.00%		
23	Total	1,350.00	1,800.00	1,800.00	0.00%		
24							
25	<b>3. Professional Development</b>						
26	Conference	271.09	361.45	600.00	66.00%	TAAP State Conference	
27	Dues						
28	Materials	600.00	800.00	800.00	0.00%	Pd. Nutritionist to authorize and oversee menus and nutrient	
29	Total	871.09	1,161.45	1,400.00	20.54%		
30							
31	<b>4. Meals/Food</b>						
32	Raw Food	17,733.96	23,645.28	26,000.00	9.96%	Increased Food Costs for Fresh meats, fruits & vegetables	
33	Nutrition Supplement						
34	Freight						
35	Storage						
36	Consumables	6,109.00	8,145.33	8,000.00	-1.78%	Cost decreased	
37	Contracted Meals/Food						
38	Other	1,473.96	1,985.28	400.00	-79.65%	Kitchen supplies. Quantity will decrease for FY 2009.	
39	Total	25,316.92	33,755.89	34,400.00	1.91%		
40							
41	<b>5. Equipment</b>						
42	Depreciation	777.60	1,036.80	1,036.80	0.00%	Double Convection Oven	
43	Interest						

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name: Provider Name:	Deep East Texas Polk County			Contract Number: Service:		
3					New Contract Year:	October 1, 2008 - September 30, 2009	
4	Period covered in YTD:	October 1, 2007-September 30, 2008					
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D,						
7	under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 9 months.						
8							
9			Annualized Exp. Months YTD Based on				
10		YTD Actual	9	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.05%)	
11	Cost Area	Expenses					
12							
44	Leasing		-				
45	Maintenance	5,050.00	6,733.33	-	-100.00%	New equipment purchased. Will not be purchased in FY 2009.	
46	Total	5,827.60	7,770.13	1,036.80	-86.66%		
47							
48							
49	Rent		-				
50	Utilities	1,068.89	1,425.19	2,587.00	81.52%	Corrigan Kitchen Utilities paid by Polk Co.	
51	Depreciation	2,956.44	3,941.92	3,528.00	-10.50%	New kitchen construction (20 year depreciation)	
52	Mortgage interest		-				
53	Insurance		-				
54	Security		-				
55	Janitorial	699.86	933.15	-	-100.00%	Reduction of force	
56	Repair		-				
57	Taxes		-				
58	Total	4,725.19	6,300.25	6,115.00	-2.94%		
59							
60							
61	Mileage Reimbursement		-				
62	Delivery		-				
63	Gas & Oil	2,025.53	2,700.71	2,400.00	-11.13%	Cost decreased	
64	Repairs	677.85	903.80	800.00	-11.48%	Cost decreased	
65	Insurance	727.20	969.60	654.58	-32.49%	Yearly Premium is \$654.58	
66	Depreciation/Lease	2,127.68	2,836.91	2,553.23	-10.00%	New vehicle purchased	
67	Interest		-				
68	Tags & Licenses		-				
69	Total	5,558.26	7,411.01	6,407.81	-13.54%		
70							
71							
72	Advertising		-				
73	Printing		-				
74	Copying		-				
75	Office Supplies	1,009.14	1,345.52	400.00	-70.27%	Allocation decreased	
76	Contractual Agreements		-				
77	Postage		-				
78	Telecommunications	250.22	333.63	400.00	19.89%	Cost increase	

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A	B	C	D	E	F	G	H
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3	Provider Name:	Polk County			Service:	Congregate	
4	Period covered in YTD:	October 1, 2007-September 30, 2008			New Contract Year:	October 1, 2008 - September 30, 2009	
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D,						
7	under "Annualized Exp. Months YTD Based on," The worksheet is currently set at 9 months.						
8							
9			Annualized Exp.				
10		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
11	Cost Area	Expenses	9	New Contract Yr.	(Budget to Annualized)	(If Over Routine Inflation Percentage - 1.05%)	
12							
79	Liability Insurance		-				
80	Interest-Wkg. Capital		-				
81	Legal Fees		-				
82	Accounting Fees		-				
83	Consulting Fees		-				
84	Other Fees (Explain)		-				
85	Audit	381.00	508.00	508.00	0.00%		
86	Other Misc. (Explain)	276.60	368.80	-	-100.00%	Cable TV disconnected	
87	Total	1,916.96	2,555.95	1,308.00	-48.83%		
88							
89	Total of all Cost Areas	94,941.77	126,589.03	119,964.30	-5.23%		
90	Total Number of Meals Provided	15,327	20,436.00				
91	Total Number of Anticipated Meals			20,436	0.00%		
92						Budgeted Cost per Meal	\$5.87
93							
94						Reason for Difference/Explanation	
95	FY08 VS FY09	FY08	FY09	Difference	Percentage Difference	(If Over Routine Inflation Percentage - 1.05%)	
96	Whole Unit Rate	5.05	5.87	0.82	16.24%		
97							
98							
99							
100	Funding Source		Proposed Meals	Calculated Rate	Revenue		
101	DADS A&I AAA		10,724	5.87	62,950	Proposed Meals * Calculated Units	
102	DADS - Title XX			4.95	0	Proposed Meals * Calculated Units	
103	DADS - Title XIX (CBA and ICM)			5.87	0	Proposed Meals * Calculated Units	
104	DADS - Title XIX Managed Care (STAR+Plus)					Proposed Meals * Calculated Units	
105	Program Income		4,607	5.87	27,043	Proposed Meals * Calculated Units	
106	Local Funds - Eligible Meals		5,105	5.87	29,986	Proposed Meals * Calculated Units	
107	Other Funds - Non-Eligible Meals			5.87	0	Proposed Meals * Calculated Units	
108	Local Funds - Required Match		NA		0	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
109	Local Funds - Cap Limit Exceeded DADS & Title XX		NA	0.92	0	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name: Deep East Texas				Contract Number:		
3	Provider Name: Polk County				Service: Congregate		
4	Period covered in YTD: October 1, 2007-September 30, 2008				New Contract Year: October 1, 2008 - September 30, 2009		
5	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.						
6							
7							
8							
9							
10	YTD Actual	Annualized Exp.	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
11	Expenses		9	New Contract Yr.	(Budget to Annualized)	(If Over Routine Inflation Percentage - 1.05%)	
12	Local Funds - Cap Limit Exceeded Title XIX & XIX						
110	Managed Care		NA		0	DADS Title XIX Proposed Meals *Calculated Rate	
111			20,436		119,959	← This total does not include Title XIX Managed Care meals,	
112							
113							
114							
115							
116							
			Estimated Number of Nutrition Education Units	Calculated Cost per Unit	Nutrition Education Budget		
			12	150.00	1,800		



**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  
Name of Contracted Provider

10.28.08  
Date

John P. Thompson, Polk County Judge  
Printed/Typed Name of Signer

  
Signature

Signer Authority:  
(check one)

- Sole Proprietor
- Partner
- Corporate Officer

- Association Officer
- Board Member
- Governmental Official











Service: Senior Center Operations

**BUDGET WORKSHEET CALCULATION OF THE UNIT RATE**

1 Total Budgeted Expenses for Contract Year		1	\$	<u>13,227.36</u>	
2 Total Number of Anticipated Units to be Provided					
AAA/DADS - Match Required	<u>12</u>	Source 3	<u>0</u>	Source 5	<u>0</u>
AAA/DADS - Full Unit Rate	<u>0</u>	Source 4	<u>0</u>	Source 6	<u>0</u>
				2.	<u>12</u>
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate				3.	\$ <u>1,102.28</u>
Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction					
4. Mandatory Local Match of <span style="border: 1px solid black; padding: 0 5px;">50%</span>			\$	<u>551.14</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match			\$	<u>(250.00)</u>	
				4.	\$ <u>301.14</u>
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)				5.	\$ <u>801.14</u>

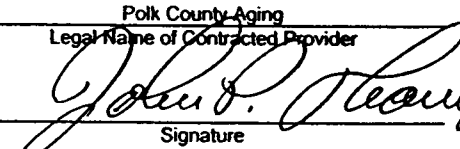
\*\*If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

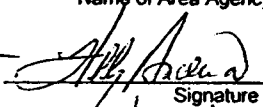
**Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units**

\$ 1,102.28                      Contractor Initial \_\_\_\_\_                      AAA Initial \_\_\_\_\_

**Contract Reimbursed at the Full Cost Per Unit Less Required Match.**

\$ 801.14                      Contractor Initial \_\_\_\_\_                       AAA Initial \_\_\_\_\_

Polk County Aging  
 Legal Name of Contracted Provider  
  
 Signature  
 John P. Thompson  
 Printed/Typed Name of Signer  
 12/16/08  
 Date

Deep East Texas  
 Name of Area Agency on Aging  
  
 Signature  
 Billy Anous  
 Printed/Typed Name of Signer  
 12/18/08  
 Date



BUDGET WORKSHEET

A	B	C	D	E	F	G	H
1	<b>Nutrition Services</b>						
2	AAA/Region Name:	Deep East Texas			Contract Number:		
3	Provider Name:	Polk County			Service:	Home Delivered Meals	
4	Period covered in YTD:	October 1, 2007-September 30, 2008			New Contract Year:	October 1, 2008 - September 30, 2009	
5	<p><b>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.</b></p>						
6	Annualized Exp. Months YTD Based on	9					
7	YTD Actual Expenses				Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.05%)
8							
9							
10							
11							
12							
13	<b>1. Personnel</b>						
14	Salaries, PR Taxes & Benefits	74,063.62	98,751.49	101,245.04	2.53%	Cost of living raise 2 1/2 percent	
15	Contract staff, Compensation						
16	Total	74,063.62	98,751.49	101,245.04	2.53%		
17							
18	<b>2. Nutrition Education</b>						
19	Salaries, PR Taxes & Benefits	1,350.00	1,800.00	1,800.00	0.00%		
20	Contract staff, Compensation						
21	Materials	450.00	600.00	600.00	0.00%	Agriculture Dept. provides education documents for H/D clients.	
22	Conference						
23	Total	1,800.00	2,400.00	2,400.00	0.00%		
24							
25	<b>3. Professional Development</b>						
26	Conference	286.16	381.55	400.00	4.84%	MOW State Conference	
27	Dues						
28	Materials	900.00	1,200.00	1,200.00	0.00%	Pd Nutritionist to authorize and oversee menus & nutrient	
29	Total	1,186.16	1,581.55	1,600.00	1.17%		
30							
31	<b>4. Meals/Food</b>						
32	Raw Food	26,600.96	35,467.95	39,000.00	9.96%	Food Cost Increases for fresh meats, fruits & vegetables	
33	Nutrition Supplement						
34	Freight						
35	Storage						
36	Consumables	9,163.50	12,218.00	12,000.00	-1.78%	Cost decrease	
37	Contracted Meals/Food						
38	Other	2,210.94	2,947.92	600.00	-79.65%	Kitchen supplies. Quantity of supplies have decreased.	
39	Total	37,975.40	50,633.87	51,600.00	1.91%		
40							
41	<b>5. Equipment</b>						
42	Depreciation	777.60	1,036.80	1,036.80	0.00%	Purchased in FY 2008	
43	Interest						

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:	Deep East Texas			Contract Number:		
3	Provider Name:	Polk County			Service:	Home Delivered Meals	
4	Period covered in YTD:	October 1, 2007-September 30, 2008			New Contract Year:	October 1, 2008 - September 30, 2009	
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D,						
7	under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 9 months.						
8							
9			Annualized Exp.				
10			Months YTD Based on				
11	Cost Area	YTD Actual Expenses	9	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation	
12						(If Over Routine Inflation Percentage - 1.05%)	
44	Leasing		-				
45	Maintenance	7,575.00	10,100.00	-	-100.00%	New equipment. Will not be purchased in FY 2009	
46	Total	8,352.60	11,136.80	1,036.80	-90.69%		
47							
48	<b>6. Occupancy/Building</b>						
49	Rent		-				
50	Utilities	641.34	855.12	2,280.00	166.63%	Corrigan Utilities Paid by Polk County	
51	Depreciation	4,434.66	5,912.88	5,912.88	0.00%	New kitchen construction (20 year depreciation)	
52	Mortgage Interest		-				
53	Insurance		-				
54	Security		-				
55	Janitorial	699.84	933.12	-	-100.00%	Reduction of force	
56	Repair		-				
57	Taxes		-				
58	Total	5,775.84	7,701.12	8,192.88	6.39%		
59							
60	<b>7. Transportation/Travel</b>						
61	Mileage Reimbursement		-				
62	Delivery		-				
63	Gas & Oil	3,037.86	4,050.48	4,050.48	0.00%		
64	Repairs	1,016.78	1,355.71	1,200.00	-11.49%	Reduction of cost (City maintenance is now providing most services)	
65	Insurance	1,090.80	1,454.40	921.12	-36.67%	Reduction of cost	
66	Depreciation/Lease	3,191.52	4,255.36	4,255.36	0.00%	New vehicle purchased - one time cost	
67	Interest		-				
68	Tags & Licenses		-				
69	Total	8,336.96	11,115.95	10,426.96	-6.20%		
70							
71	<b>8. Administrative &amp; General</b>						
72	Advertising		-				
73	Printing		-				
74	Copying		-				
75	Office Supplies	1,514.16	2,018.88	600.00	-70.28%	Reduction of cost	
76	Contractual Agreements		-				
77	Postage		-				

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name: Deep East Texas				Contract Number:		
3	Provider Name: Polk County				Service: Home Delivered Meals		
4	Period covered in YTD: October 1, 2007-September 30, 2008				New Contract Year: October 1, 2008 - September 30, 2009		
5							
6	<b>NOTE: You must identify the number of months the YTD actual expenses are based on in Column D,</b>						
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8							
9			Annualized Exp.				
10		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
11	Cost Area	Expenses	9	New Contract Yr.	(Budget to Annualized)	(If Over Routine Inflation Percentage - 1.05%)	
12							
78	Telecommunications	375.34	500.45	600.00	19.89%	Cost Increase (New telephone line needed for software for home delivered meal clients who receive frozen meals	
79	Liability Insurance						
80	Interest-Wkg. Capital						
81	Legal Fees						
82	Accounting Fees						
83	Consulting Fees						
84	Other Fees (Explain)						
85	Audit	635.00	846.67	846.55	-0.01%		
86	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	
87	Total	2,524.50	3,366.00	5,046.55	49.93%		
88							
89	Total of all Cost Areas	140,015.08	186,686.77	181,548.23	-2.75%	reallocation of costs throughout budget line items	
90	Total Number of Meals Provided	23,048	30,730.67	30,731	0.00%		
91	Anticipated Meals						
92						Budgeted Cost per Meal	\$5.91
93							
94							
95	FY08 VS FY09	FY08	FY09	Difference	Percentage Difference	Reason for Difference/Explanation	
96	Whole Unit Rate	5.05	5.91	0.86	17.03%	(If Over Routine Inflation Percentage - 1.05%)	
97							
98							
99							
100	Funding Source		Proposed Meals	Calculated Rate	Revenue		
101	DADS A&I AAA		16,382	4.95	81,091	Proposed Meals * Calculated Units	
102	DADS - Title XX		6,657	4.95	32,952	Proposed Meals * Calculated Units	
103	DADS - Title XIX (CBA and ICM)		4,321	5.91	25,537	Proposed Meals * Calculated Units	
104	DADS - Title XIX Managed Care (STAR+Plus)					Proposed Meals * Calculated Units	
105	Program Income		90	5.91	532	Proposed Meals * Calculated Units	

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3	Provider Name:	Polk County			Service:	Home Delivered Meals	
4	Period covered in YTD:	October 1, 2007-September 30, 2008			New Contract Year:	October 1, 2008 - September 30, 2009	
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8							
9			Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.05%)	
10	Cost Area	YTD Actual Expenses	9				
11							
12							
106	Local Funds - Eligible Meals		3,281	5.91	19,391	Proposed Meals * Calculated Units	
107	Other Funds - Non-Eligible Meals			5.91	0	Proposed Meals * Calculated Units	
108	Local Funds - Required Match		NA	0.07	1,613	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
109	Local Funds - Cap Limit Exceeded DADS & Title XX		NA	0.89	20,505	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
110	Local Funds - Cap Limit Exceeded Title XIX & XIX Managed Care		NA	-	0	DADS Title XIX Proposed Meals * Calculated Rate	
111			30,731		181,620	← This total does not include Title XIX Managed Care meals,	
112							
113							
114							
115							
116							

Estimated Number of Nutrition Education Units 12  
 Calculated Cost per Unit 200.00  
 Nutrition Education Budget 2,400



BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year				1. \$ 181,548.23
2. Total Number of Anticipated Meals to be Provided				
	DADS A&I AAA	Title XX	Title XIX/Title XIX CBA, ICM, STAR+Plus	
	16,382	6,657	4,321	
	Program Income	Other Eligible	Non-Eligible	2. 30,731
	90	3,281	0	
3. Cost per meal (Line 1 divided by Line 2)				3. \$ 5.91

Reimbursement Calculation

4. Projected NSIP per Meal Value		DADS A&I AAA & Title XX	Title XIX/Title XIX Managed Care
		0.61	N/A
5. Rate Less NSIP per Meal Value		\$ 5.30	N/A
6. Mandatory Local Match of 10%	\$ 0.53		
** If Applicable, Match Reduction From the In-kind Match Certification form	\$ (0.46)		
Required Match	\$ 0.07		N/A
7. Proposed Meal 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)		\$ -
DADS A&I AAA/Title XX/Title XIX/Title XIX Managed Care (Line 7 minus Line 8)	\$ 4.95		\$ 5.91

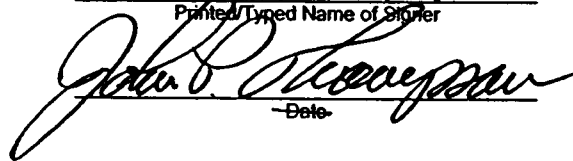
\*\* If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, you certify that all expenses and units related to services supported by the Texas Department of Agriculture's State General Revenue funding are excluded from this rate setting process, and acknowledge that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Polk County  
Legal Name of Contracted Provider

10.28.08  
Signature

John P. Thompson, County Judge  
Printed/Typed Name of Signer

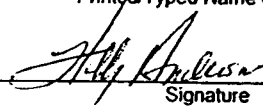


-Date-

Deep East Texas  
Name of Area Agency on Aging

Department of Aging and Disability Services  
Title XIX, Title XIX Managed Care & Title XX

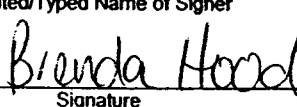
Holly Anderson  
Printed/Typed Name of Signer



Signature

10/20/08  
Date

Brenda Hood  
Printed/Typed Name of Signer



Signature

10/20/08  
Date

BUDGET WORKSHEET CERTIFICATION

October 1 , 2008 - September 30, 2009

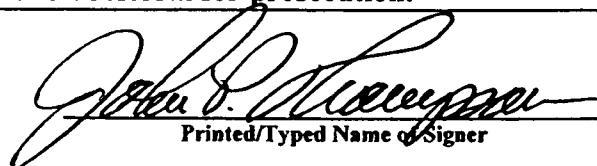
Home Delivered Meals

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  
Name of Contracted Provider

  
Printed/Typed Name of Signer

10.28.08  
Date

John P. Thompson  
Signature

- Signer Authority: (check one)
- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Association Officer   |
| <input type="checkbox"/> Partner           | <input type="checkbox"/> Board Member          |
| <input type="checkbox"/> Corporate Officer | <input type="checkbox"/> Governmental Official |



FILE COPY

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

**I. RECITALS**

- 1.1 **WHEREAS**, Grantor has established the Home-Delivered Meal Grant Program ("Program") to distribute grant funds to eligible organizations that provide home-delivered meals to Homebound persons who are Elderly and/or have a Disability; and
- 1.2 **WHEREAS**, Grantee has applied for a grant from the Program and has met all requirements for 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:

**II. DEFINITIONS**

- 2.1 **"Agreement"** means this Grant Agreement and all attachments hereto.
- 2.2 **"Department"** means the Texas Department of Agriculture.
- 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.
- 2.5 **"Grant"** means the funds awarded to Grantee by Grantor, subject to the requirements of this 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.
- 2.9 **"Homebound"** means a person who is unable to leave his or her residence without aid or 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.

**I. GRANTOR AND GRANTEE OBLIGATIONS**

- 3.1 **Award by Grantor.** Subject to the provisions of this Agreement and Texas Administrative Code 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.
- 3.2 **Performance by Grantee.** Grantee shall use Grant in accordance with the terms of this 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.
- 4.2 **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.
- 8.2 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.

## 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.
- 10.2 **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.
- 10.3 **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.
- 10.5 **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.
- 10.7 **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.
- 10.9 **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.
- 10.11 **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**

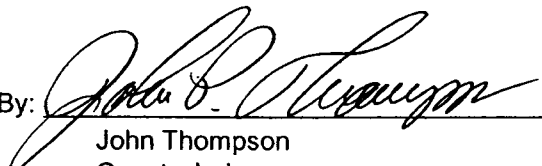
**11.1 ALL INFORMATION PROVIDED BY GRANTEE PURSUANT TO THIS AGREEMENT IS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT, TEX. GOV'T CODE. CHAPTER 552, AND MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC.**

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

**Texas Department of Agriculture  
P.O. Box 12847  
Austin, Texas 78711**

**Polk County  
101 E. Church Street, Suite 300  
Livingston, TX 77351**

By: \_\_\_\_\_  
Drew DeBerry  
Deputy Commissioner

By:   
John Thompson  
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.

<b>Expenditure Category</b>	<b>Amount</b>
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	\$ 7,000.00
b.	
c.	
d.	
<b>Total Grant Amount</b>	<b>\$ 22,277.18</b>

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: 

Date: 1/8/09



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

TODD STAPLES, COMMISSIONER

ER-202

SEC. A	<b><sup>1</sup> ORGANIZATION NAME AND INFORMATION</b>
	Organization Name Polk County, Texas

SECTION B	<b><sup>1</sup> AUTHORIZED OFFICIAL (PRIMARY CONTACT)</b>				
	The Authorized Official will be the person empowered to enter into contracts on behalf of the organization.				
	First Name of Authorized Official John	M. I. P.	Last Name Thompson	Title <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> _____	
	Position Title County Judge				
SECTION B	<b><sup>2</sup> AUTHORIZED OFFICIAL CONTACT INFORMATION</b>				
	Address Polk County Courthouse 101 W. Church St., Ste. 300		City Livingston	State TX	Zip Code 77351
	Phone No. 936-327-6813	Fax No. 936-327-6891	E-mail Address john.thompson@co.polk.tx.us		

SECTION C	<b><sup>1</sup> SECONDARY CONTACT</b>				
	The Program Contact is the person TDA should contact for routine business and correspondence, including quarterly report reminders.				
	First Name of Authorized Official Barbara	M. I.	Last Name Hayes	Title <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> _____	
	Position Title Director, Polk County Social Services				
SECTION C	<b><sup>2</sup> SECONDARY CONTACT INFORMATION</b>				
	Address 602 E. Church St., Ste. 145		City Livingston	State TX	Zip Code 77351
	Phone No. 936-327-6830	Fax No. 936-327-6873	E-mail Address healthcare@livingston.net		

Signature: John P. ThompsonDate: 1/8/09

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.)