



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

2/23/2021

Subject:

Approval, Re: Umbrella Subgrant Agreement between the Department of Economic Opportunity (DEO) and Brevard County

Fiscal Impact:

Fiscal Year 2020/2021 - There will be no impact to the General Fund. All programs included in this Agreement are grant funded.

Dept/Office:

Housing and Human Services

Requested Action:

It is requested that the Board of County Commissioners authorize: (1) the Chair to execute the Umbrella Subgrant Agreement between the Department of Economic Opportunity (DEO) and Brevard County for the Community Services Block Grant (CSBG), Low-Income Home Energy Assistance Program (LIHEAP) and Weatherization Assistance Program (WAP), (2) the Housing and Human Services Department to submit all related documents, (3) the Housing and Human Services Department Director to act as the representative responsible for the administration of the Agreement, (4) the County Manager or designee to execute all future agreements and/or modifications upon approval of the County Attorney and Risk Management, and (5) the County Manager to execute any budget change requests.

Summary Explanation and Background:

The Board of County Commissioners has previously approved individual agreements for the Low Income Home Energy Assistance Program (LIHEAP), the Community Services Block Grant (CSBG), and the Weatherization Assistance Program (WAP). Funding for these programs is provided to the Florida Department of Economic Opportunity (DEO) from the U.S. Department of Health and Human Services (CSBG and LIHEAP) and the U.S. Department of Energy (WAP). DEO then distributes grant funds to local agencies throughout the State to provide the associated services.

LIHEAP assists with home heating and cooling costs, CSBG assists households with attaining the skills, knowledge and motivation necessary to achieve self-sufficiency (for example, job training), and WAP provides minor rehabilitation measures to render homes more energy efficient. All three programs have income qualification requirements and no direct payments are ever made to applicants.

DEO has chosen to change their contracting methodology from individual contracts for each program to a blanket agreement that incorporates all three programs under an Umbrella Agreement. DEO states that this change will enhance the accountability, transparency, and oversight of Florida's CSBG, LIHEAP, and WAP subrecipient network. This Umbrella Agreement will supersede all current CSBG, LIHEAP, and WAP

agreements and encompass a three-year term, effective October 1, 2020 through September 30, 2023. In the future, DEO will utilize a Notice of Funding Award (NFA) to obligate and release funding and may incorporate special terms, conditions, assurances, restrictions, or other instructions that will be specified in the NFA.

Clerk to the Board Instructions:

Please have the Chair execute two Umbrella Subgrant Agreements



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

February 24, 2021

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director

RE: Item F.13., Approval for Umbrella Subgrant Agreement with the Department of Economic Opportunity (DEO)

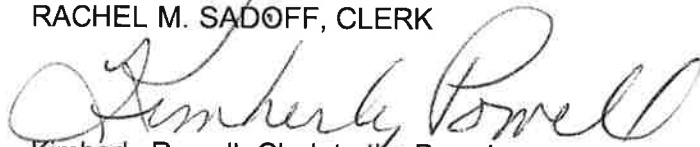
The Board of County Commissioners, in regular session on February 23, 2021, authorized the Chair to execute the Umbrella Subgrant Agreement between DEO and Brevard County for the Community Services Block Grant (CSBG), Low-Income Home Energy Assistance Program (LIHEAP), and Weatherization Assistance Program (WAP); authorized the Housing and Human Services Department to submit all related documents; authorized you to act as the representative responsible for the administration of the Agreement; authorized the County Manager, or his designee, to execute all future agreements and/or modifications, upon approval of the County Attorney and Risk Management; and authorized the County Manager to execute any necessary Budget Change Requests. Enclosed are two executed Agreements.

Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encls. (2)

cc: Risk Management
County Manager
County Attorney

**FEDERALLY FUNDED
SUBGRANT UMBRELLA AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
BREVARD COUNTY, FLORIDA**

CFDA Number(s): 81.042, 93.568, 93.569

Agreement Number: E1992

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), with headquarters in Tallahassee, Florida, and Brevard County ("Subrecipient"), Florida, and may individually be referred to herein as "Party" or collectively as the "Parties".

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG") and the Low-Income Home Energy Assistance Program ("LIHEAP") at the federal level and distributes block grant funds to the States; and
- B. DEO is the CSBG and LIHEAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency and home energy assistance benefits to eligible households; and
- C. The U.S. Department of Energy ("DOE") administers the Weatherization Assistance Program ("WAP") at the federal level and distributes grant funds to states; and
- D. DEO is the WAP recipient, grantee, and pass-through entity for the State of Florida, designated by DOE to receive funds annually for program purposes and is authorized to distribute WAP funds from DOE, along with LIHEAP funds from HHS to subrecipients to provide energy efficiency improvements to eligible households
- E. Subrecipient is eligible to receive CSBG, LIHEAP, and WAP grant funds in order to provide the services identified herein

THEREFORE, DEO and Subrecipient agree to the following:

1. PERIOD OF AGREEMENT

The Effective Date of this Agreement is October 1, 2020. This Agreement ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period".

2. SCOPE OF WORK

The Subrecipient shall provide services in support of the CSBG, LIHEAP, and WAP Programs in accordance with the applicable Attachment(s) included with this Agreement. For each Program award, a Notice of Funding Availability ("NFA") shall be issued which details the direct client services and other activities to be provided. The NFA may also include the following Attachments ("*NFA Attachments*"):

- A.** Budget Directions and Summary with County Allocations
 - B.** Program Statutes and Regulations
 - C.** Additional Reporting Requirements
-

3. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations including, but not limited to those identified in this Agreement and NFA.

4. MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing, on DEO-approved forms, as applicable, and duly signed by the Parties.

5. FUNDING/CONSIDERATION

- A.** This Agreement is a Cost Reimbursement Agreement. DEO will provide funds to the Subrecipient by issuing a NFA through DEO's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in Subrecipient's most recently DEO-issued NFA. Each such NFA, and any attachments thereto, duly issued to Subrecipient by DEO, including, but not limited to its special terms, conditions, and instructions, is incorporated into the Agreement by reference.
- B.** By signing below the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the CSBG, LIHEAP, and WAP program for which the Subrecipient receives funds from DEO.
- C.** Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced must be expended within the first three (3) months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be forwarded to DEO using Attachment C, which will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.
- D.** Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.
- E.** After any initial advance, payments will be made on a cost-reimbursement basis.
- F.** DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this

Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced.

- G. Subrecipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures which can be found at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- H. Subrecipient shall refund to DEO any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the end of this Agreement.
- I. Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its contractors are entitled under the terms and conditions of this Agreement.
- J. Subrecipient shall (1) maintain all funds provided under this Agreement in a separate bank account or (2) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law.
- K. If Subrecipient commingles Agreement funds, DEO may, in its sole discretion, terminate this Agreement for cause and demand an immediate refund, either in whole or in part, of all funds provided to Subrecipient under this Agreement. Subrecipient, upon such written notification from DEO shall refund, and shall pay to DEO, the amount of money demanded by DEO in accordance with section 20, Repayments, of this Agreement.
- L. If DEO, in its sole discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, policies, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to DEO. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds (i.e. non-federal funds) and in accordance with section 20, Repayments, of this Agreement.

6. FISCAL AND ADMINISTRATIVE CONTROLS

- A. DEO will provide funds to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through a NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.
- B. The Subrecipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG, LIHEAP, WAP, or any other program or project for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.
- C. DEO will distribute fiscal and administrative guidance to the Subrecipient. The Subrecipient will implement and comply with DEO guidance. The Subrecipient is responsible for understanding and implementing the guidance posted on DEO's website: www.floridajobs.org.
- D. The Subrecipient will comply with all policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.

7. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:
- (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and
 - (2) Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
<https://www.e-verify.gov/>.
- C. If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

8. REPORTS

Subrecipient shall provide DEO with all required reports as set forth in this Agreement and by all accompanying Attachments to this Agreement.

- A. If all required reports and copies are not sent to DEO, or not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action, including, but not limited, to those described in Paragraph (13), *Remedies*, of this Agreement. "Acceptable to DEO," means that the reports were completed, in DEO's sole determination, in accordance with the Attachments of this Agreement.
- B. Subrecipient shall provide additional program updates, reports, and information as requested by DEO.

9. AUDITS AND RECORDS

- A. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance" and to 45 CFR 75. If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.
- B. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:
- (1) If an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or

otherwise.

- (2) If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.
 - (3) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents (\$5,000.00) or more at the time it is acquired must be retained for five years after final disposition.
 - (4) Records relating to real property acquired must be retained for five years after the closing on the transfer of title.
 - (5) Any additional Federal requirements, particularly those identified in the accompanying Attachments to this Agreement.
- C. Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives included in the NFA to this Agreement as well as all other applicable laws and regulations.
 - D. Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.
 - E. Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.
 - F. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
 - G. Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
 - H. If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with section 215.97, F.S. or 2 CFR 200.501 and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.
 - I. Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.
 - J. Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.
 - K. The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (9)(H) above.
 - L. If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to DEO. Such reimbursement shall be sent to DEO, by Subrecipient, within thirty calendar days after DEO has notified Subrecipient of

such non-compliance.

- M.** Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit 2, Audit Compliance Certification, of this Agreement) to audit@deo.myflorida.com. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

- N.** Subrecipient shall

- (1) maintain all funds provided under this Agreement in a separate bank account; or
- (2) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein above, in subparagraph (5)(L).

10. MONITORING

- A.** Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- B.** In addition to reviews of audits conducted in accordance with Paragraph 10 of this agreement, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.
- C.** Subrecipient and its contractors shall comply with the most recent program specific monitoring protocols or field manuals, provided to Subrecipient and available upon request from DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by DEO regarding such review.
- D.** Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by DEO, the State of Florida Chief Financial Officer, the State of Florida Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy and the U. S. Department of Health and Human Services, the U.S. Government Accountability Office, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.
- E.** Subrecipient shall cooperate with DEO and the Federal awarding agencies to assist facilitating any monitoring visits conducted by DEO or the Federal awarding agencies. DEO may conduct monitoring visits at its determination and in its sole discretion or as required by the Federal Funding Agency.

11. INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

- A.** Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however,

that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have, nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and reemployment assistance contribution payment requirements of chapter 443, F.S.

12. DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph 13 of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

- A. If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- B. If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;
- C. If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete, or insufficient information; or
- D. If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

13. REMEDIES

If an Event of Default occurs and DEO provides written notice to Subrecipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, if Subrecipient has not cured the default within thirty (30) calendar days of receipt of written notice of an Event of Default;
- B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- C. Withhold or suspend payment of all, or any part of, a request for payment;
- D. Exercise any corrective or remedial actions, to include but not be limited to:
 - (1) Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ~~(2) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,~~
 - (3) Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
 - (4) Require Subrecipient to reimburse DEO, for the amount of costs incurred for any items determined to be ineligible; and
- E. Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of DEO's other remedies, either in this Agreement, or provided at law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

14. TERMINATION

- A. DEO may terminate this Agreement for cause with three (3) calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (12) of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty (30) calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.
- B. DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.
- C. The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.
- D. If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient, for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

15. NOTICE AND CONTACT

- A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Contract manager as designated by DEO and delivered by standard mail or electronic mail using the contact information provided below.
- B. The name and address of DEO's Contract Manager for this Agreement is:

Bob Hunter, Contract Manager
~~Department of Economic Opportunity~~
Division of Community Development
Bureau of Economic Self Sufficiency
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: bob.hunter@deo.myflorida.com
Phone: 850-717-8451

- C. The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment E, *Subrecipient Information*, of this Agreement.
- D. If a different representative or address is designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (15)(A), above.

16. SUBCONTRACTS

- A. Subrecipient shall not subcontract in furtherance of this Agreement prior to receiving DEO's written confirmation that the proposed contract includes the following requirements:
 - (1) Subcontractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (9), *Audits and Records*, and Paragraph (19), *Information Release and Public Records Requirements*, of this Agreement.
 - (2) Subcontractor is bound by all applicable State and Federal laws and regulations;
 - (3) Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of work under this Agreement, to the extent allowed by law; and
 - (4) Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.
- B. For each contract, Subrecipient shall provide a written statement to DEO as to whether that contractor is a certified minority business, as defined in section 287.0943, F.S.
- C. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Subrecipient shall submit to DEO a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment B to this Agreement.

17. BUSINESS WITH PUBLIC ENTITIES

Subrecipient is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies the following:

- (1) It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.;

- (2) It is not engaged in a boycott of Israel;
- (3) It is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; and
- (4) It is not engaged in business operations in Cuba or Syria.

DEO may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, ~~is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,~~ or has engaged in business operations in Cuba or Syria.

18. ENTIRETY AND INTEGRATION

This Agreement, the NFA(s), and any Attachments or Exhibits attached thereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces, any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

19. INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

- A. In addition to Subrecipient's responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- B. Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.
- C. This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- D. If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

- E. If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- F. Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.
- G. Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- H. If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to DEO upon completion, including termination, of the Agreement.
- I. **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- J. To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.
- K. DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

20. REPAYMENTS

- A. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- B. If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

21. WARRANTIES AND REPRESENTATIONS

A. FINANCIAL MANAGEMENT

Subrecipient warrants that its financial management system shall provide the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and ensure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
- (5) Written procedures for determining whether costs are allowed and reasonable under the provisions of 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910, and 45 CFR 75.
- (6) Cost accounting records that are supported by backup documentation.

B. COMPETITION

Subrecipient warrants the following:

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance, and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

- (3) Awards shall be made to the bidder, or offerer, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder, or offerer must fulfill, in order for the bid or offer, to be evaluated by Subrecipient. Any and all bids or offers, may be rejected when it is in Subrecipient's interest to do so.

C. CODES OF CONDUCT

Subrecipient warrants the following:

- (1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to contracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

CI. LICENSING AND PERMITTING

Subrecipient warrants that all contractors or employees hired by Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by Subrecipient.

22. MANDATED CONDITIONS AND OTHER LAWS

- A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.
- B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (12), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- C. Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.
- D. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- E. Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, *et seq.*), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an

annual appropriation by the Legislature and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

- G. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- H. Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.
- I. If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income over \$500 shall be returned to DEO as required by 2 CFR 200.305(b)(9).
- J. Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.
- K. All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. § 8302, unless it would not be in the public interest or unreasonable in cost.
- L. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of:
 - (a) five years after the expiration of this Agreement; or
 - (b) the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- M. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.
- N. Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

- O. Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- P. Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.
- Q. Mandatory Disclosure Requirements:
 - (1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.
 - (2) Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (22)(N) above for a period of 36 months from the date of being placed on the Convicted Vendor List.
 - (3) Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
 - (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.
 - (b) If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be

ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

- (c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

R. Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

23. FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

- A. Federal grant funds provided under this Agreement may not be used by any Subrecipient or Subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).
- B. Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- D. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (23)(B) above and the content of Subparagraph (23)(C) above. Subrecipient shall require that all Subcontractors provide such

certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (23)(B) or fails to file or amend the declaration required by Subparagraph (23)(C) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

24. COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- A. If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.
- B. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- C. Within thirty days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under Paragraph B, have the right to all patents and copyrights which accrue during performance of this Agreement.

25. LEGAL AUTHORIZATION

- A. Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.
- B. Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

26. PURCHASING

- A. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by

or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

- C. Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.**

27. SEVERABILITY

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

28. STATEMENT OF ASSURANCES

A. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States, and non Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No

board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. NEPOTISM

Subrecipient agrees to be bound by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement.

29. ATTACHMENTS AND EXHIBITS

- A. All attachments and exhibits to this Agreement are incorporated as if set out fully herein.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following attachments and exhibits:
 - Exhibit 1 – Audit Requirement
 - Exhibit 1-A – Funding Sources
 - Exhibit 2 – Audit Compliance Certification
 - Attachment A-1 – Community Services Block Grant Scope of Work
 - Attachment A-2 – Low-Income Home Energy Assistance Program Scope of Work
 - Attachment A-3 – Weatherization Assistance Program Scope of Work
 - Attachment B – Certification Regarding Debarment
 - Attachment C – Justification of Advance
 - Attachment D – Property Management and Procurement
 - Attachment E – Subrecipient Information
 - Attachment F – Transparency Requirements

- The remainder of this page is intentionally left blank -

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement.

SUBRECIPIENT
BREVARD COUNTY, FLORIDA

By: 
(Signature)

Rita Pritchett, Chair
(Print/Type Name and Title Here)

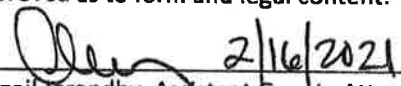
Date: _____

59-6000523
Federal Identification Number

106520666
DUNS Number

E1992
Agreement Number

Approved as to form and legal content:

 2/16/2021
Abigail Jorandby, Assistant County Attorney

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Dane Eagle
Executive Director

Date: _____

Approved as to form and legal
sufficiency, subject only to full and
proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

EXHIBIT 1

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the Subrecipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the Subrecipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR § 200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED

This part is applicable if the subrecipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and

thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Subrecipient will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Subrecipient will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Subrecipient further agrees that, upon request, DEO will also be provided other audit work papers as needed.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC #75, Caldwell Building 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342

Claude Pepper Building, Room 401
111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC #75, Caldwell Building 107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

- End of Exhibit 1 -

EXHIBIT 1-A**FUNDING SOURCES**

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program (formula grant)
Catalog of Federal Domestic Assistance Number:	93.568

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Community Services Block Grant (formula grant)
Catalog of Federal Domestic Assistance Number:	93.569

Federal Awarding Agency:	U.S. Department of Energy
Catalog of Federal Domestic Assistance Title:	Weatherization Assistance Program
Catalog of Federal Domestic Assistance Number:	81.042

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

Federal Program:

1. Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHEAP State Plan.
2. Subrecipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved CSBG State Plan.

3. Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96.
4. Subrecipient shall use the WAP funds to perform energy saving repairs and installation of energy saving measures on qualified single-family dwellings in accordance with all attachments to this Agreement, applicable Uniform Guidance, WAP Procedures Manual, Field Guides, and the most recently approved WAP State Plan.
5. Subrecipient shall comply with applicable Uniform Guidance, DEO's WAP requirements, and eligibility requirements as set forth in the U.S. Department of Energy regulations codified in Title 10 of the Code of Federal Regulations, part 440 – Weatherization Assistance Program for Low-Income Persons.

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

N/A

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

The remainder of this page is intentionally left blank.

EXHIBIT 2
AUDIT COMPLIANCE CERTIFICATION

Audit Compliance Certification			
Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.			
Subrecipient:			
FEIN:		Subrecipient's Fiscal Year:	
Contact's Name:		Contact's Phone:	
Contact's Email:			
1. Did Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Subrecipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.			
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.			
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.			
Signature of Authorized Representative		Date	
Printed Name of Authorized Representative		Title of Authorized Representative	

ATTACHMENT A-1**COMMUNITY SERVICES BLOCK GRANT
SCOPE OF WORK AND FUNDING SOURCES****1. SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

- (1) Subrecipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current CSBG State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services & Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one client per month in accordance with the CSBG Annual Workplan, and section 1.D.(6) and 1.F. of this Attachment and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
- (3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) Any Subrecipient which received funding in the previous Federal fiscal year will not have its present or future funding terminated or reduced below the proportional share of funding it received in the previous year, unless after notice, and opportunity for hearing on the record, DEO determines that cause existed for such termination or reduction subject to the procedures and review by the

Secretary of the U.S. Department of Health and Human Services as provided in 42 U.S.C § 9915 of the Community Services Block Grant Act (the "Act").

- (3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted but shall not constitute a statutory termination or reduction of funding as prescribed by 42 U.S.C. § 9915 of the Act.

D. DEFINITIONS

- (1) "Administrative Expense" – Those costs that refer to central executive functions that do not directly support a specific project or service. Costs that are incurred for common objectives that benefit multiple programs administered by Subrecipient. Administrative expenses relate to the general management of the organization, such as strategic direction, board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37).
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (5) "Community Action Plan" – the Community Action Plan as submitted by Subrecipient according to 42 U.S.C. § 9908(b)(11) of the Act. Subrecipient shall use the most recent DEO Community Action Plan template.
- (6) "Eligible Activities" – include, but are not limited to, the following:
 - (a) A range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem;
 - (b) Activities designed to assist eligible participants with low-income to:
 - (i) Secure and retain meaningful employment;
 - (ii) Attain an adequate education;
 - (iii) Make better use of available income;
 - (iv) Obtain and maintain adequate housing and a suitable living environment;
 - (v) Obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health-related assistance;
 - (vi) Remove obstacles and solve problems that block the achievement of self-sufficiency;
 - (vii) Achieve greater participation in the affairs of the community; and
 - (viii) Make more effective use of other programs related to the purposes of the Act.
 - (c) Provide, on an emergency basis, for the provision of such supplies and services, nutritious food-stuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among individuals with low-income;
 - (d) Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to individuals with low-income;
 - (e) Encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community; or
 - (f) Other activities which may be approved in writing by DEO.

- (7) "Eligible Entity" – any organization, public or nonprofit, officially designated as a community action agency or a community action program under the Federal Legislative provisions of Section 210 of the Economic Opportunity Act of 1964, for fiscal year 1981 or established after 1981 in compliance with Federal law to serve areas not served by an existing eligible entity. If such community action agency or community action program lost its designation under Section 210 of such act as a result of a failure to comply with the provisions of said act or who has been determined ineligible, a replacement community action agency will be designated in accordance with provisions of Federal Law.
-
- (8) "Eligible Participant" – those individuals whose total gross countable household income from all household members does not exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
- (9) "Federal Law" – unless otherwise specified, 42 U.S.C. Chapter 106, the Community Services Block Grant Act as amended and 45 C.F.R. Parts 16, 74 and 96.
- (10) "Household" – an individual or group of individuals living together as one economic unit.
- (11) "Population" – total number of residents for each county, excluding inmates of institutions, as extrapolated from the latest official State estimate of population by the University of Florida Bureau of Economic Research and Development. For limited purpose agencies as designated under title II of the Economic Opportunity Act of 1964 for fiscal year 1981 which served the general purposes of a community action agency under title II of such Act, "population" means the total estimated number of residents for each county or service area meeting the definition of that limited program.
- (12) "Program Expense" – program costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by Subrecipient to achieve an outcome intended by the funding program. Program Expenses can include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or service funded by a specific grant source. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37,).
- (13) "Subrecipient" – in general, for Federal program purposes, "Subrecipient" is any organization, public or nonprofit, determined by DEO to be an Eligible Entity to receive funding pursuant to an agreement for an approved program and operating budget for delivery of Eligible Activities. Subrecipients include nonprofit organizations, migrant and seasonal farmworker organizations, and local governments as defined in the following paragraphs (a)-(c), provided such Subrecipient is in good standing or has not been determined ineligible. For purposes of this Agreement, "Subrecipient" is the entity entering into this Agreement with DEO.
- (a) "Nonprofit organization" – an organization created according to State law to provide services to benefit the general public.
 - (b) "Migrant and seasonal farmworker organization" – an organization funded to provide direct services to a target population of migrant and seasonal farmworkers under the CSBG Program and having a Board of Directors composed of at least 51 percent representatives of migrant and seasonal farmworkers.
 - (c) "Local government" or "local governing authority" – the governing body of a county or municipality.
- (14) "Secondary Administrative Expense" – an Administrative Expense to support Eligible Activities as defined in Paragraph (6) above, for which program activities are directly funded or governed by a source other than CSBG.

E. SUBRECIPIENT BOARD REQUIREMENTS

(1) In accordance with the requirements of 42 U.S.C. 9910(a), an Eligible Entity receiving CSBG funds pursuant to this Agreement shall establish a board in accordance with the following:

(a) For a private non-profit entity:

- (i) one-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Agencies providing services in multi-county areas are required to submit to DEO a plan to ensure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official currently holding office, or their representative for the first two years.
- (ii) Not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of individuals and families with low-income in the area served. Each member selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member.
- (iii) The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community served. Interest groups are organizations with nonprofit status, incorporated and registered with the office of the Florida Secretary of State.

(b) For Public Organizations:

- (i) A tripartite board, which shall have members selected by the organization and shall be composed so as to assure that not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members;
 - I. are representative of low-income individuals and families in the neighborhood served;
 - II. reside in the neighborhood served; and
 - III. are able to participate actively in the development, planning, implementation, and evaluation of programs funded under this Agreement; or
- (ii) another mechanism specified by the State to assure decision making and participation by low-income individuals in the development, planning, implementation, and evaluation of programs funded under this chapter.

(2) Subrecipient shall demonstrate that the CSBG program is administered through a tripartite board that meets the requirements of 42 U.S.C. § 9910(a) or (b) by maintaining documentation including, but not limited to, the following:

- (a) Board member application, resume, letter of intent to serve, background check or due diligence documentation;
- (b) Minutes of the member's seating and re-seating if serving more than a single term;
- (c) Appointment letter;
- (d) Yearly reaffirmation letters (for public sector members);
- (e) Vacancy declaration;

- (f) Resignation letter or notification of term end;
 - (g) Election selection documentation (for low-income sector members);
 - (h) Excused/unexcused absence documentation; and
 - (i) Signed Conflict of Interest Form
- (3) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve communities and individuals with low-income. Full participation includes, but is not limited to, regular attendance at board meetings, participation on board committees, knowledge of the organization's mission and goals, and fiduciary duties. Regular attendance is defined as at least seventy percent of the seated members attending at least two-thirds of the regularly scheduled board meetings each year as designated in Subrecipient's bylaws or governing documents.
 - (4) Subrecipient's bylaws or governing documents shall include a procedure which will allow individuals with low-income, community organizations, and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
 - (5) All board of director's meetings and board committee meetings are subject to Florida's Government in the Sunshine Law (section 286.011, F.S.), as stated in Paragraph (18)(G) of this Agreement and shall be publicly noticed at least seven calendar days but not more than thirty calendar days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information by methods acceptable under the Florida Sunshine Law. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

F. PROGRAM TASKS & REQUIREMENTS

- (1) Subrecipient shall administer the CSBG Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall use the funds pursuant to this Agreement to carry out Eligible Activities that include, but are not limited to:
 - (a) Supporting activities that are designed to assist families and individuals with low income, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act (42 U.S.C. § 601, *et seq.*), homeless families and individuals, migrant and seasonal farm workers, and elderly individuals and families with low income;
 - (b) Addressing the needs of youth in communities with low income through youth development programs that support the primary role of the family; and
 - (c) Making effective use of and coordinating with other programs.
- (3) Subrecipient must maintain the following written policies:
 - (a) A policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
 - (b) A policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the client file.

- (c) A policy that shall include, at a minimum, types of services provided, written appeal procedures, internal monitoring processes, and family self-sufficiency guidelines.
 - (d) A policy for providing written notice of denial and appeal for any Applicant denied CSBG services. The notice must include the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, Subrecipient must explain what specific documents are required in order for the applicant to reapply for services.
- (4) In accordance with 42 U.S.C. § 9919(a), as amended, Subrecipient may conduct drug testing on CSBG program participants. If Subrecipient does so, it must inform participants who test positive and refer them to treatment facilities.
 - (5) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.
 - (6) Subrecipient shall maintain documentation to demonstrate coordination and non-duplication of services with other anti-poverty programs in each community served.
 - (7) In accordance with 42 U.S.C. § 9919, as amended, Subrecipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.
 - (8) If Subrecipient administers a transportation program, it must comply with chapter 427, F.S., to coordinate with the appropriate transportation provider(s).
 - (9) Subrecipient's form CSBG Annual Workplan must be consistent with the most recent community needs assessment officially adopted by Subrecipient's board of directors.
 - (10) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all CareerSource Florida, Inc. boards in its service area. The MOU shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG Program and CareerSource Florida, Inc. "One-Stop" delivery system, services and information. Subrecipient shall review and renew the MOU at least once every three years. The current MOU must be submitted to DEO with this executed Agreement.
 - (11) Subrecipient shall be in a location and operate during hours available to Applicants and in accordance with the days and times as described in section 1.B.(1).
 - (12) Subrecipient shall develop and implement a Family Self-Sufficiency Program (FSSP). The FSSP represents a community and neighborhood-based approach to the organization and delivery of locally available social services in order to help eligible families become self-reliant and independent of all forms of public assistance. The program shall be designed to identify the needs of participating families and to deliver a comprehensive and coordinated set of services to facilitate the participant's efforts to achieve and maintain self-sufficiency.
 - (13) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover CSBG policies and procedures.
 - (14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
 - (15) Subrecipient must comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).

G. CLIENT ELIGIBILITY

- (1) Subrecipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total gross household income cannot exceed 125 percent of the current Office of Management

and Budget Poverty Guidelines.

- (2) Subrecipient shall use income documentation of all household income sources that is no more than one year old and maintain the documentation in the client file. In the event that the Applicant cannot provide income documentation, Subrecipient shall require the Applicant to provide a signed self-declaration of income to attest to the applicant's verbal declaration of total household income. This self-declaration must specify the reasons that no current income documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.
- (3) In calculating total gross household income, Subrecipient shall abide by the current year Sources of Allowable Income to determine what is and is not counted as income.

H. ELIGIBLE PARTICIPANT RECORDS

Subrecipient shall maintain information in a file for each CSBG Eligible Participant that includes at least the following information:

- (1) Applicant's name, address, sex, race, and age;
- (2) Names, ages, and identification documentation of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Income amount and method of verification for all household members;
- (5) Income documentation to support eligibility;
- (6) Statement of self-declaration of income, if applicable;
- (7) Signed Notice Regarding Collection of Social Security Numbers;
- (8) Date Applicant was interviewed, services provided to the Applicant and documentation of any denial of services;
- (9) A signed CSBG Application with signatures of the Applicant, and Subrecipient's representative and supervisory staff;
- (10) Photo identification, both expired and current, when providing assistance with CSBG funds for the Applicant to secure current identification documentation;
- (11) Rental/lease agreement or mortgage when providing rental or mortgage assistance with CSBG funds.

2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

A. ANNUAL REPORTS

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (2) CSBG Annual Report: Subrecipient shall complete and submit the CSBG Annual Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) Community Action Plan: Subrecipient shall submit its completed Community Action Plan on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (4) Organizational Standards Field Guide: Subrecipient shall submit its completed Organizational Standards Field Guide and any requested supporting documentation on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

B. MONTHLY REPORTS:

- a. Subrecipient shall submit to DEO the CSBG Monthly Financial Activity no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. ~~The Monthly Financial Activity must be submitted in DEO's~~ current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.
 - i. Each Monthly Financial Activity shall contain the following information, at a minimum:
 1. all expenditures that occurred during the reporting month,
 2. the amount of reimbursement requested, and
 3. the number of clients served.
 - ii. An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.
 - iii. DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.
- b. Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the twenty-first day of each month following the end of the reporting month in which clients were served.

C. BOARD MINUTES

Copies of minutes of board meetings, draft or signed, shall be provided to DEO no later than thirty calendar days from the date of the meeting. If the thirtieth day falls on a weekend day or holiday, the minutes shall be due on the next business day.

D. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

E. COST ALLOCATION PLAN

Per title 2 C.F.R. section 200.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in

accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

G. INDIRECT COST RATE PROPOSAL

A Subrecipient of federal awards is required to have an approved, federally recognized indirect cost rate negotiated between such subrecipient and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with title 45 C.F.R. part 75), or a *de minimis* indirect cost rate as set forth in title 45 C.F.R. § 75.414(f). Subrecipient shall submit ~~its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the~~ *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

H. CLOSE-OUT REPORT

The CSBG Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the CSBG Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

I. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

J. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in paragraph 15 of this Agreement.

3. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement.

- (1) Part 16 – Procedures of the Departmental Grant Appeals Board;
- (2) Part 30 - Claims Collection;
- (3) Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- (4) Part 81 - Practice and procedure for hearings under Part 80 of this Title;
- (5) Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.

- (6) Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- (7) Part 87 – Equal Treatment for Faith Based Organizations;
- (8) Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
- (9) Part 93 - New restrictions on lobbying;
- (10) Part 96 - Block Grants;
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with the Act and 45 C.F.R. Part 96. The CSBG Program is authorized and funded through the Federal Department of Health and Human Services. For states, local governments and non-profits, follow the Uniform Guidance for cost principles, administrative requirements, audit requirements, and the laws and procedures applicable to the CSBG Program.

C. FUNDS DISTRIBUTION

Funding of Eligible Entities shall be awarded based on an allocation plan designed to facilitate statewide expansion of the community action network and a gradual equalization of funding based in part on the percentage of the poverty population for the service area. Pursuant to H.R. 3061, the Department of Labor, Health and Human Services, and Education, and Related Agencies appropriations Act of 2002, CSBG funds shall be distributed by DEO to Eligible Entities in accordance with the requirements in 42 U.S.C § 9907.

D. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and subrecipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

E. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with OMB Uniform Guidance and 2 C.F.R. 200.305, Payment.

F. PROGRAM INCOME

Pursuant to 2 C.F.R. § 200.307 and 200.80, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

G. INSURANCE

- (1) Non-Profit Organizations: Subrecipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an

amount equal to at least one-half of the total CSBG agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.

- (1) **Local Governments:** Subrecipient agrees to purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

H. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

4. CSBG ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of CSBG funds, that it and its subcontractors will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient will use CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the Agreement period will be returned to DEO with the close-out report.
- C. Subrecipient will provide for coordination among anti-poverty programs in each community.
- D. Subrecipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of Subrecipient, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of Subrecipient.
- E. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. Subrecipient will notify DEO in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.
- F. Subrecipient will give DEO, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any subcontractor.
- G. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; 42 U.S.C. § 9918(c), as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- H. Subrecipient will comply with 42 U.S.C. § 9918, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- I. CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures at close out. Any amount in excess of this limit shall be refunded to DEO at time of Agreement close out.
- J. If Secondary Administrative Expenses are requested, the following conditions must be met:
 - (1) Subrecipient must submit form CSBG Secondary Administrative Expenses prior to issuance of a NFA.

- (2) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.
 - (3) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.
 - (4) Only Subrecipient is eligible for these funds. Secondary administrative expenses may not be claimed or used by subcontractors.
 - (5) All contracts and fiscal expense documentation related to the grant sources for which secondary administrative expense is claimed must be made available to DEO upon request.
 - (6) Audit costs, travel, and association dues are not allowable secondary administrative expenses.
 - (7) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.
- K. This Agreement and all its Attachments are true and correct.
- L. In accordance with 42 U.S.C. § 9918(b), as amended, Subrecipient will prohibit any political activities by Subrecipient or employees in accordance with the Hatch Act restrictions on political activity.
- M. In accordance with 42 U.S.C. § 9908(b)(11), as amended, Subrecipient must provide DEO with a Community Action Plan using the most current DEO Community Action Plan template. The Community Action Plan must be supported by a community needs assessment for the community or communities served and be consistent with form CSBG Annual Workplan. The community needs assessment must at a minimum include the following:
- (1) Agency mission statement;
 - (2) Agency service delivery system;
 - (3) Linkages and funding coordination;
 - (4) Case management system; and
 - (5) List of services and programs, including National Performance Indicators.
- N. Subrecipient agrees to adhere to a provision of 42 U.S.C. § 9907(a)(1), as amended, and the current Florida CSBG State Plan regarding the recapture of unobligated funds.
- O. Each Subrecipient receiving an allotment for a Federal fiscal year shall adhere to the Application and Plan assurances set forth in 42 U.S.C. § 9908, as amended.
- P. Subrecipient assures that this Agreement has been approved by Subrecipient's governing body by official action, and the signatory is duly authorized to sign the Agreement.
- Q. Subrecipient shall have appropriate staff attend training sessions conducted by DEO.
- R. Subrecipient shall comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment. Subrecipient further agrees that this language will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars and zero cents (\$1,000.00) per day.
- S. Direct Federal grants, subawards, or contracts funded through CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Subrecipients

must take steps to separate, in time or location, their inherently religious activities from the services funded under the CSBG program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <https://www.hhs.gov/about/agencies/iea/partnerships/about-the-partnership-center/understanding-the-regulations-related-to-the-center-for-faith-and-opportunity-initiatives/index.html>.

- T. This award is subject to the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). The use of Federal funds from this Agreement constitutes Subrecipient's acceptance of these terms and conditions.
-

- End of Attachment A-1 -

ATTACHMENT A-2**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES****1. SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

- (1) Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current LIHEAP State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services and Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one household per month in accordance with the LIHEAP Annual Workplan, and section E. and section F. of this Attachment to this Agreement and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
- (3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

D. DEFINITIONS

- (1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (5) "Client" – An Applicant, household or customer whose application for assistance has been approved.
- (6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient may provide up to two (2) Crisis Assistance benefits per year.
 - (a) A maximum of one (1) summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April to September.
 - (b) A maximum of one (1) winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October to March.
 - (c) May be used to pre-pay home energy usage.
- (7) "Eligible Actions" – All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within eighteen (18) hours of Application Receipt. Eligible Actions include:
 - (a) Approval of application;
 - (b) Denial of application pending further information;
 - (c) Denial of application because Applicant is deemed ineligible;
 - (d) Contact utility vendor to halt power disconnection or interruption in services; or
 - (e) Written referral to, along with providing Applicant assistance in contacting, another agency if LIHEAP funding is not available or the Applicant is ineligible.
- (8) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient must provide at least one (1) Home Energy Assistance benefit per calendar year.
 - (a) A Client may not receive more than one (1) Home Energy Assistance benefit per calendar year.
 - (b) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account.
 - (c) May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.
 - (d) Must follow the current benefit payment matrix provided by DEO.
- (9) "Home Energy Crisis" – shall be defined as no access or being in immediate danger of losing access to needed home energy because of any of the following:
 - (a) The Applicant's home cooling or heating energy source has been cut off;
 - (b) The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
 - (c) The Applicant has received a notice indicating the energy source is delinquent or past due;
 - (d) The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;

- (e) The Applicant has a bill for which the due date has lapsed; or
 - (f) The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.
- (10) "Outreach Expenses" – costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.
-
- (11) "Reasonable Promptness" – Means within fifteen (15) working days of Application Receipt.

E. PROGRAM TASKS & REQUIREMENTS

- (1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home energy burden are made aware of the assistance available under this Agreement.
- (3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.
- (4) Subrecipient shall maintain the following written policies:
 - (a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
 - (b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
 - (c) A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of section H of this Attachment.
 - (d) A written policy on how to document and verify that an Applicant meets the definition of a Home Energy Crisis and is eligible for Crisis Assistance.
 - (e) A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
 - (f) A written policy for determining Applicant's eligibility for receiving benefits under the LIHEAP program.
 - (g) A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.
- (5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

- (a) Name of Applicant;
 - (b) Date of Application;
 - (c) Type of benefit sought;
 - (d) Reason(s) for denial;
 - (e) Statement on Subrecipient's benefit limits, if applicable;
 - (f) Statement of appeals process;
 - (g) Explanation of the circumstances under which the Applicant may reapply;
 - (h) Explanation of the information or documentation needed for the Applicant to reapply;
 - (i) Name, phone number, and address applicable to the appeal process; and
 - (j) Number of days the Applicant has to file the appeal.
-
- (6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
 - (a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.
 - (b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response.
 - (c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.
 - (7) Subrecipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
 - (8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP Clients who have received more than three (3) LIHEAP benefits in the last eighteen (18) months and who are homeowners, are referred to the WAP provider. Subrecipient shall maintain records sufficient to document referrals.
 - (9) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every five (5) years. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
 - (10) Subrecipients serving multi-county areas shall provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Subrecipient's Multi-County Fund Distribution Form.

- (11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.
- (12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
- (13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in section B. (1) of this Attachment.
- (14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
- (15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHEAP policies and procedures.
- (16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (17) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
- (18) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>).
- (19) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT SERVICES AND BENEFITS

- (1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
- (2) The following maximum benefits will be available to eligible Applicants:
 - (a) One (1) non-crisis Home Energy Benefit per twelve (12) month period;
 - (b) One (1) summer energy-related Crisis Assistance benefit between April 1 and September 30 each year; and
 - (c) One (1) winter energy-related Crisis Assistance benefit between October 1 and March 31 each year.
- (3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in section F. (2) of this Attachment, but not less than one (1) Crisis Assistance benefit per year.
- (4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. DEO will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
- (5) When the Applicant is in a crisis situation the Subrecipient shall take one or more Eligible Actions that will resolve the emergency, within eighteen (18) hours of Application Receipt for a life threatening situation or forty-eight (48) hours of Application Receipt for a non-life threatening situation, using a Crisis Assistance benefit and documenting the Client file with which Eligible Action was used.
- (6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved

Applicants no more than forty-five (45) calendar days from the Application Date.

- (7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
 - (a) Type and amount of assistance;
 - (b) Name of the energy vendor to be paid on the Client's behalf;
 - (c) The next date when the Client will be eligible to apply for further assistance; and
 - (d) Subrecipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.
- (9) Applicant eligibility shall be based on the following factors:
 - (a) Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
 - (b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.
 - (c) The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
 - (d) The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
 - (e) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment.
 - (f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
 - (i) Subrecipient shall not provide assistance to an Applicant if Applicant's home heating and cooling costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
 - (ii) For Crisis Assistance Only: If the Applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.
 - (iii) For Home Energy Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Energy Assistance benefit with no deductions at the same level as other Applicants.
 - (g) The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
 - (h) The Applicant must not be a student living in a dormitory.
- (10) Calculation of income eligibility:
 - (a) Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
 - (b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.

- (c) Total household income cannot exceed the 150% poverty level as set forth in the Poverty Income Guidelines.
- (d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
- (e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

G. CLIENT RECORDS

Subrecipient shall maintain information in a file for each LIHEAP Client that includes at least the following information:

- (1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Signed Notice Regarding Collection of Social Security Numbers;
- (5) Income amount and method of verification for all household members;
- (6) Income documentation to support eligibility;
- (7) Signed statement of self-declaration of income, if applicable;
- (8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (9) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
- (11) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
- (12) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
- (13) Data, or notation that the Client did not sign the waiver;
- (14) Utility Account Number;
- (15) If LIHEAP prevented disconnection or restored an energy disruption; and
- (16) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

H. ENERGY VENDORS

- (1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the energy vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:
 - (a) The beginning and ending date of the Vendor Agreement.
 - (b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
 - (c) A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.
 - (d) Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions

- of state law or public regulatory requirements.
 - (e) Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - (f) A statement that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.
 - (g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
 - (h) A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
 - (i) Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
 - (j) Subrecipient's commitment to make payment to the energy vendor no more than forty-five (45) calendar days from the Application Date.
 - (k) A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.
- (2) If the energy vendor will participate in the Annual Performance Measure Data Collection, the Vendor Agreement shall also contain:
- (a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the energy vendor.
 - (b) An assurance that the energy vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.
- (3) The energy vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the energy vendor's name must be checked on SAMS at <https://www.sam.gov>. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
- (4) The Vendor Agreement must be reviewed by both parties at least every five (5) years.
- (5) The Vendor Agreement must be signed by upper level management of both Subrecipient and the energy vendor authorized to enter into such commitments.

2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

A. ANNUAL REPORTS

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.

- (2) LIHEAP Annual Household Report: Subrecipient shall complete and submit the LIHEAP Annual Household Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) LIHEAP Annual Performance Measures Report: Subrecipient shall complete and submit the LIHEAP Annual Performance Measures Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

B. MONTHLY REPORTS

- (1) Subrecipient shall submit to DEO the LIHEAP Monthly Financial Activity no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.
 - (a) Each Monthly Financial Activity shall contain the following information, at a minimum:
 - (i) all expenditures that occurred during the reporting month,
 - (ii) the amount of reimbursement requested, and
 - (iii) the number of clients served.
 - (b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.
 - (c) DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.
- (2) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the twenty-first day of each month following the end of the reporting month in which clients were served.

C. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five (35) calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

D. COST ALLOCATION PLAN

Per title 45 C.F.R. § 75.405, Subrecipient is required to have written financial management systems

procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

E. INDIRECT COST RATE PROPOSAL

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

F. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

G. CLOSE-OUT REPORT

The LIHEAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

H. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 15 of this Agreement.

3. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement:

- (1) Part 16 – Procedures of the Departmental Grant Appeals Board;
- (2) Part 30 – Claims Collection;
- (3) Part 80 – Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- (4) Part 81 – Practice and procedure for hearings under Part 80 of this Title;
- (5) Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
- (6) Part 86 – Nondiscrimination on the basis of sex in education programs and activities receiving

- Federal financial assistance;
- (7) Part 87 – Equal Treatment for Faith Based Organizations;
- (8) Part 91 – Nondiscrimination on the basis of age in programs or activities receiving Federal Financial Assistance from HHS;
- (9) Part 93 – New restrictions on lobbying;
- (10) Part 96 – Block Grants; and
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities.

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305, Payment, paragraph (b)(8).

D. PROGRAM INCOME

Pursuant to 2 C.F.R. § 200.307 and 200.80, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

E. BONDING

- (1) **Non-Profit Organizations:** Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.
- (2) **Local Governments:** Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

F. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget

availability, upon request by Subrecipient or determination by DEO of Subrecipient need.

- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

G. OTHER PROVISIONS

- (1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.
- (2) Subrecipient shall budget a minimum of two percent (2%) of the total NFA funds awarded for a program year for Weather Related/Supply Shortage emergency assistance. These funds must be held in the Weather Related/Supply Shortage budget line item category for each NFA until the end of the corresponding program year, for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Subrecipient may draw from other budgeted line items, up to fifty percent (50%) of the total NFA budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After the end of the program year, if no emergency has been declared, DEO will release the corresponding NFA funds and Subrecipient will allocate these funds to the crisis or home energy budget line item. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.
- (3) In addition to the record keeping, public records, and audit requirements contained in Paragraphs 9 and 19 of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.
- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.
- (5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

4. LIHEAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of DEO, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of DEO.
- C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- D. Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHEAP Program Monitoring Field Manual.
- F. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes;

Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86, and 90.

- G. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- H. This agreement and all its attachments; are true and correct.
- I. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- J. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- K. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of upto \$1,000 per day.

Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

- End of Attachment A-2 -

ATTACHMENT A-3

**WEATHERIZATION ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES**

1. GENERAL POLICY

Subrecipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Subrecipient shall provide all necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. Subrecipient shall designate an individual, referred to by DEO as the WAP Coordinator, who will be responsible for ensuring that the following activities are adhered to:

- A. Identify and solicit eligible low-income residents within Subrecipient's identified service area who have the need and desire for energy conservation assistance. Subrecipient shall make the services provided for under this Agreement available to all eligible clients in the counties it serves, subject to the availability of funds.
- B. Subrecipient shall provide weatherization services at an annual adjusted average expenditure limit per unit for labor, weatherization materials and related matters, as issued annually by DOE. This per dwelling amount does not include the Health and Safety annual adjusted average expenditure limit that may also be expended. DEO will audit the rates prior to closeout to ensure the Grantee does not exceed the annual adjusted average expenditure limit.
- C. Subrecipient shall weatherize dwellings in such a manner that will provide continuous service from the commencement date to the termination date of the Agreement. All counties must be served with the allocated dollar amounts listed in the NFA Attachment, Budget Summary and County Allocation. All funds must be spent timely, in proportion to the progression of months throughout the term of this Agreement and in accordance with NFA Attachments. If, in DEO's sole determination, funds are not being spent at a proper expenditure rate, or a county is being underserved, DEO has the right, but not the obligation, upon 30 calendar days written notice to Subrecipient, to reduce Subrecipient's subaward and reallocate any or all of the subawarded funds to one or more alternative weatherization providers. DEO's exercise of this remedy will not limit any of DEO's other available remedies as detailed in section (14), Remedies, of this Agreement, or at law or in equity.
- D. Subrecipient shall provide DEO with documentation and reports as required by this Agreement, including, but not limited to, budget balances, as well as any other information related to this project, or as may otherwise be specified by DEO.
- E. Subrecipient shall complete work on all dwellings in accordance with the Field Guides, the WAP Procedures Manual, any Supporting Weatherization Program Notices, and any supplemental DEO and DOE guidelines, unless Subrecipient secures written permission from DEO otherwise.
- F. The health and safety of the clients, Subrecipient's staff, contractors, and the integrity of the building structure shall not be compromised by any work completed with weatherization funds.
- G. Subrecipient shall ensure that all installed weatherization materials meet the materials standards taken from Appendix A of 10 C.F.R. part 440, be of good quality, and be installed in a safe, cost effective manner.
- H. Work and materials not meeting quality expectations, as determined by DEO with reference to 10 C.F.R. part 440 and the WAP Procedures Manual, may subject Subrecipient to written findings. Subrecipient may be required by DEO to perform re-inspections or "go-backs" on any work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO's sole discretion, and for which DEO has issued a finding, the costs incurred for any work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO's sole discretion, and for which DEO has issued a finding may be disallowed by DEO.

2. SUBRECIPIENT RESPONSIBILITIES

A. FILE DOCUMENTATION RESPONSIBILITIES

Each client file shall contain the following documentation:

- | | |
|---|---|
| • Client intake form | • Building Work Report |
| • Client income documentation (for past twelve months) | • Copy of bid package(s), invoices, receipts, payment vouchers |
| • Documentation of ownership or signed Landlord Agreement Form | • Pre-1978 dwellings – Certified Renovator Documentation or Clearance Testing |
| • Social Security Documentation (if applicable) | • Copies of any approved waivers |
| • Copy of client photo ID | • Copies of applicable Pre and Final Permits |
| • Copy of client utility bill | • Client File Checklist |
| • Client Selection (Priority) Criteria Form | • RED Calculator printouts |
| • Copy of Complaint Appeal Procedures Form signed and dated by client | • Refrigerator Metering record |
| • Inspection/Audit Data and Results | • QCI Inspector Sheet |
| • Pre-Work Order Agreement | • Infrared pictures |

B. RECORDKEEPING

In addition to any recordkeeping requirements set forth in the Agreement, including any attachments or exhibits thereto and this Scope of Work, Subrecipient agrees to be bound by the recordkeeping provisions at 10 C.F.R. part 440 and 42 U.S.C. part A, as applicable to Subrecipient. Subrecipient shall keep such records as DOE requires, including, but not limited to, records which fully disclose the amount and disposition of the funds received by Subrecipient, the total cost of each weatherization project, the average costs incurred in weatherization of individual dwelling units, the average size of the dwelling being weatherized, the average income of households receiving assistance, and any other records as deemed necessary by DOE or by DEO in order to fulfill its recordkeeping requirements under 10 C.F.R. part 440. Subrecipient agrees to keep its records in accordance with the 2 C.F.R. part 200, as adopted and supplemented by 2 C.F.R. part 910.

C. DETERMINING PRIORITY SERVICE

Subrecipient shall give priority to identifying and providing weatherization assistance to elderly persons, persons with disabilities, families with children 12 years old and under, households with a high energy burden and high residential energy users in their "priority of services" point system. Subrecipient will coordinate with its local Low-Income Home Energy Assistance Program (LIHEAP) provider to develop a referral process and targeted number of clients to serve. A minimum of 10% of the clients receiving weatherization services through the WAP are to be LIHEAP referrals.

D. MONITORING VISITS

The DEO staff and/or its representative shall conduct monitoring visits of Subrecipient at least once a year but as frequently as DEO may desire throughout the program year. These visits are for the purposes of quality assurance inspections, administrative and fiscal monitoring, Training and Technical Assistance (T&TA), and other meetings as the need arises. The monitoring report shall include inspection and/or T&TA information.

- (1) The monitoring staff regularly inspects units completed by Subrecipient. All installed materials shall be cost effective, safe, and of good quality and appearance. Discoveries of violations of policies and

- procedures are called findings.
- (2) Work not meeting quality expectations may be subject to findings, required remedial work and/or disallowed costs.
 - (3) All contractor work shall pass an inspection by qualified Subrecipient staff or approved third-party contractor inspector prior to payment.
 - (4) Contractor work not meeting quality expectations that requires correction shall be done at the contractor's expense.

E. FINDINGS

Any non-compliance with the WAP Procedures Manual, or any Field Guides constitutes a finding, as that term is defined in the WAP Procedures Manual. Major findings are those which are either severe in nature as determined by the monitoring inspector or repeated. Minor findings are less severe or not repetitive in nature.

Major Findings: Examples of major findings include, but are not limited to, the following:

- (1) The health and safety of clients, Subrecipient staff or contractors, or the integrity of the building structure is threatened by work completed with the weatherization funds.
- (2) A weatherization-related health or safety problem is created by, exacerbated by, or not corrected by the delivery of weatherization services.
- (3) The omission, without appropriate authorization, of a required cost-effective measure, a necessary repair, or a required health and safety repair.
- (4) Poor-quality work, materials, or equipment that results in significantly degraded performance or appearance of measures or repairs.
- (5) Major expenditure of funds on measures that are not included on the National Energy Audit Tool (NEAT), Manufactured Home Energy Audit (MHEA), WAP Procedures Manual, or the Field Guides.
- (6) Costs incurred for materials that do not meet the standards for conformance listed in Appendix A of 10 C.F.R. part 440.
- (7) Any action or lack of action that may result in a liability that threatens the Florida Weatherization Grant funds.
- (8) Gross fiscal mismanagement, including any unallowable costs or any wrongful billing to the grant.

Minor Findings: Examples of minor findings include, but are not limited to, the following:

- (1) A single occurrence of poor-quality of work, materials, or equipment that results in minor degradation of performance or appearance of measures or repairs.
- (2) Work site clean-up that does not meet the satisfaction of the client or the State monitor.
- (3) Required energy conservation measures that are not installed but would not contribute a large energy savings.
- (4) Required health and safety measures that are not addressed but are not threatening the health or safety of the client.

F. TRAINING & TECHNICAL ASSISTANCE VISITS (T&TA)

T&TA visits conducted by DEO staff and its representatives are intended for training purposes. Recommendations for Subrecipient actions may be issued by DEO based on circumstances observed and guidance will be offered on the visit report provided to Subrecipient.

G. DEO FIELD PROCEDURES WAIVERS

Subrecipient may request waivers which exempt Subrecipient from performing a required measure, or which allow a restricted measure, if one or more of the following requirements are met:

- (1) If it is technically not possible to install the measures.
- (2) If conditions exist, and cannot be overcome, that would make the installation of the measure unsafe.
- (3) The installation of the measure would threaten the health or safety of either the client or the worker.

State waivers shall be granted by DEO on a case-by-case basis and shall be in writing. Subrecipients who are unable to provide services according to the WAP Procedures Manual, or the Field Guides because of local building codes shall supply written documentation to DEO staff and request a State waiver. Work shall proceed only after approval of a waiver request in writing by DEO staff.

- (1) The State waivers permit the following policy exceptions: Fuel conversions.
- (2) Installation of doors and/or windows exceeding allowable amount.
- (3) Other work normally considered beyond the scope of weatherization.

3. PROJECT SELECTION, ENERGY AUDITS AND FINAL INSPECTIONS

- A. Subrecipient shall use properly trained and qualified energy auditors and inspectors.
- B. An Energy Audit is required on every building prior to performing any work other than emergency response related work. Contractors shall strictly adhere to the work order developed by the auditor. No deviations from this work order shall be performed, unless authorized by the energy auditor or weatherization coordinator.
- C. Subrecipient's Quality Control Inspector shall ensure that all measures required by the Field Guides, DEO issued policies, and the WAP Procedures Manual have been installed, and that the work quality meets the standards required by the WAP Field Guides.
- D. Each completed project shall be inspected, and the inspection shall be documented in the client file. No project shall be reported as completed until all weatherization materials have been installed and Subrecipient has performed a final quality control inspection, including any mechanical or subcontractor work performed.
- E. All installed weatherization materials shall meet the materials standards as detailed in Appendix A of 10 C.F.R. part 440, shall be of good quality, and shall be installed in a safe and effective manner.
- F. **PROJECT SELECTION**

- (1) Projects should be prioritized in accordance with DOE Policy. Additionally, Subrecipient should prioritize projects based on:

- (a) owner participation;
- (b) potential energy savings based on utility bill analysis;
- (c) assurance that benefits will be direct to unit occupants; and
- (d) service to all areas of the service area.

- (2) Subrecipient shall receive a signed landlord-tenant agreement before work begins on any individual dwelling unit. This document must be retained as part of the project file.

G. ENERGY AUDIT

Prior to performing an energy audit, Subrecipient's auditor shall conduct a walk-through of the unit to confirm the potential for the installation of energy conservation measures and to ensure that there are no major barriers to working in the building.

The primary objectives of the energy audit is to survey the home for the potential to install energy conservation measures, to analyze the Savings to Investment Ratio (SIR) of potential measures, to check

for safety hazards and building durability issues, to provide client education, to document the audit, and to write a work order detailing work to be done and situations that need to be addressed. Understanding energy use is key to performing an exemplary audit.

The energy audit shall include the following information:

- (1) An assessment of health and safety hazards.
- (2) Documentation, including, but not limited to, the type of energy audit tool used and the results of the audit analysis.
- (3) An assessment and record of the existing conditions of the building and its mechanical systems.
- (4) An evaluation of the existing conditions for energy conservation opportunities and energy-related health and safety problems.
- (5) A strategy for improved energy efficiency and for correcting energy-related health and safety problems.

The energy audit shall also include evaluations of all of the following, per the WAP Procedures Manual and the WAP Field Guides:

- (1) Combustion safety testing.
- (2) Air leakage analysis.
- (3) Combustion efficiency determination.
- (4) Thermal performance analysis.
- (5) Electrical safety testing.
- (6) Electric base-load testing.
- (7) Indoor air quality and moisture inspection.

Subrecipient shall provide all clients with information regarding all of the following:

- (1) The weatherization process.
- (2) Reducing heating and cooling costs.
- (3) Water conservation and water heating.
- (4) Staying cool during hot weather.
- (5) Lead-based paint notification.
- (6) Mold and mildew notification.
- (7) Other energy-saving suggestions.
- (8) Radon guidance.

H. FINAL/QUALITY CONTROL INSPECTION RESPONSIBILITIES

Subrecipient shall be responsible for the following quality control inspection responsibilities:

- (1) Energy and Conservation Inspection
 - (a) Review the original energy audit form.
 - (b) Ensure all required procedures were performed.
 - (c) Verify the accuracy of the audit, including measures that may have been omitted.
 - (d) Inspect all work to ensure that standards of work quality and materials are met and ensure that the job site is cleaned up.
 - (e) Call for corrective actions where initial work does not meet standards.
- (2) Health and Safety Inspection

- (a) Verify that all work was completed to address related health and safety issues.
- (b) Call for corrective actions where initial work does not meet standards.

(3) File Review and Completion

- (a) Review all required forms for accuracy and completion.
- (b) Document required go-backs or follow-up work.
- (c) Sign and date a quality control inspection form assuring that all requirements have been verified.
- (d) A job is complete only after all work installed by Subrecipient or its authorized representative has been completed and has passed the quality control inspection.

4. INSTALLATION OF MEASURES

Weatherization measures serve all of the four following purposes:

- A. Conserve energy.
- B. Reduce energy bills.
- C. Protect residents from energy-related hazards.
- D. Protect building from damage caused by fire or moisture.

Subrecipient shall be responsible for installing weatherization measures per the WAP Procedures Manual, the Field Guides and applicable local, State, and Federal code.

5. COST LIMITS FOR MATERIALS/LABOR/PROGRAM SUPPORT, AND ADMIN

- A. During the program year, if DEO determines that the average cost per unit will exceed the maximum allowable annual average cost per unit, additional cost restrictions may be imposed. Implementation of these limits will be based on data gathered by the State regarding actual cost averages and may be imposed on one or all Subrecipients, as needed. The DEO Contract Manager will notify Subrecipient of the cost restrictions to be implemented and procedures for implementing the restrictions. Upon receipt of such notification, Subrecipient will be required to implement this procedure for all dwelling units for which materials have not been ordered or for which a job order has not been issued to a contractor.
- B. Failure by Subrecipient to expend all program funding by the end of the Agreement period may result in it being placed in a probationary status for future WAP agreements.

6. HEALTH AND SAFETY

Weatherization services shall be provided in a manner that minimizes risks to workers, clients, and clients' homes. Weatherization services shall not begin until health and safety problems are removed. Subrecipient shall comply with and enforce the WAP Safety Plan.

7. ACCEPTANCE CRITERIA

DEO shall evaluate this project through review of Subrecipient submitted reports. To receive a reimbursement for a production period (a production period spans the first day of a month through the last day of the month), Subrecipient shall submit an electronic copy of each Building Work Report (BWR) package along with the monthly Financial Activity to DEO through the current electronic financial management system by the twenty-first day of the following month. The Monthly Financial Activity shall include on-schedule completion of production goals.

If work is behind schedule, Subrecipient shall immediately begin implementation of a plan to bring work up to schedule.

8. PAYMENT AND DELIVERABLES

Subrecipient will be reimbursed monthly for expenditures reported in its Monthly Financial Activity as described in Reports. Reimbursement will be made by DEO, upon DEO's finding that the Deliverable has been successfully completed.

Deliverable 1	Minimum Level Performance
Certification that Subrecipient operated during its regular business hours as identified in the Warranties and Representations Section of this Agreement, to include expenses for Administration [Administration costs not to exceed 5% of total award amount], Program Support, Technical and Training Assistance, Single Audit, and Liability Insurance.	At a minimum, Subrecipient shall have its office open for business, with the entrance door open to the public, and at least one employee on-site Monday through Friday during the hours of 8:00 am to 5:00 pm.
Deliverable 2	Minimum Level Performance
Complete weatherization of dwellings with energy saving repairs and installation of energy saving measures to qualified low-income persons and to administer the program.	At a minimum, Subrecipient shall complete one (1) weatherized dwelling supported by a Building Work Report (BWR) as identified in, Reports.

- A. The Deliverables shall be reported monthly on Subrecipient's Monthly Financial Activity as described in the Reports Section of this Attachment.
- B. Successful completion of the Deliverables shall be determined by receipt of Subrecipient's Monthly Financial Activity containing the certification required in Section 21., Warranties and Representations, of this Agreement.

9. FINANCIAL CONSEQUENCES

- A. If Subrecipient provides services to any client more than 180 days after the client's household income has been verified without recertification of the client's income eligibility, Subrecipient shall be assessed a financial consequence in the amount of 1% of the total amount of weatherization services provided to the ineligible client's dwelling unit.
- B. DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- C. If Subrecipient fails to be open, and available, for services according to its regular business hours as identified in Section 8 of this Attachment, outside of weekends and State holidays, Subrecipient shall pay to DEO financial consequences in the amount of \$10.00 per day that Subrecipient failed to operate according to its regular business hours, up to a maximum of \$100.00, for such failure, unless DEO in its sole discretion waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Subrecipient.
- D. Any amounts due under this Financial Consequences section shall be paid by Subrecipient out of non-Federal funds.

10. EQUIPMENT INVENTORY

Subrecipient shall submit quarterly, a written inventory of all equipment acquired in whole or in part with weatherization funds to DEO's Contract Manager for this Agreement. Subrecipient shall maintain an equipment inventory in a manner that will provide an audit trail, traceable from purchase to present usage.

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

11. REFERRALS

Subrecipient shall partner with non-profit organizations or municipalities that provide rehabilitation, emergency home repair, administer a Neighborhood Stabilization Program, or are participating in a Green and Healthy Home Initiative to facilitate the receipt of active referrals of qualified units in order to achieve goals of serving the low-income population.

12. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

A. ANNUAL REPORTS

IRS Form 990: Subrecipient verifies that if Subrecipient is below the \$750,000 threshold for all Federal awards in its fiscal year, is a non-profit entity, and is exempt from the Federal single audit act requirements, then Subrecipient has submitted a copy of its most recent IRS form 990 with its Agreement proposal.

B. MONTHLY REPORTS

The WAP Financial Activity must be provided to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the report regardless of whether funds were expended. Reimbursement of expenditures shall be based on this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. Subrecipient must submit the Financial Activity in DEO's current electronic financial management system. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day. The Monthly Financial Activity must be signed and dated.

(1) Each Monthly Financial Activity shall contain the following information:

- (a) All expenditures that occurred during the reporting month;
- (b) The amount of reimbursement requested;
- (c) The number of dwellings weatherized;
- (d) An attestation, signed by authorized signatory, that the Subrecipient was open and operating during its reported business hours; and
- (e) An attestation, signed by an authorized signatory, that payment claimed was for actual costs expended by the Subrecipient and its subcontractors, and properly applied to services provided under this Agreement.

(2) Each completed dwelling reported will have a Building Work Report package consisting of a completed:

- (a) Building Work Report (BWR);
- (b) Client Intake Form; and
- (c) Quality Control Inspection (QCI) Report.

(3) DEO shall review each Financial Activity for compliance with the requirements as stated in this Attachment.

C. SEMI ANNUAL SUCCESS AND LEVERAGE REPORTS

Semi Annual Success and Leverage Reports are due to DEO on or before March 21 and September 21 of each program year. In the event that the twenty-first day of either month falls on a weekend day or holiday, the reports shall be due no later than the next business day.

- (1) On the Success Reports, Subrecipient shall provide: a) copies of thank-you correspondences from clients who received weatherization services; b) information on any events Subrecipient participated in that promoted the WAP locally; and c) any milestone reached by Subrecipient that relates to the WAP.
- (2) On the Leverage Reports, Subrecipient shall provide: a) sources of leverage activities; b) amount of funding provided; and c) the types of leverage activities utilized on the dwellings during the six (6) month period. Utility rebate funds and donation of materials or volunteer labor should also be included in this report.

D. MONITORING

At a minimum, DEO will conduct one (1) on-site monitoring visit to Subrecipient during the Agreement period. This monitoring visit will address Subrecipient's fiscal and programmatic administration of the WAP. In addition, a minimum of five percent (5%) of the total number of dwellings projected to be weatherized during the Agreement period will be inspected. An additional five percent (5%) of dwellings will be inspected if Subrecipient has implemented the Level #2, Independent Auditor/Quality Control Inspection process.

E. MONITORING REPORT

Within 30 days after the completion of the monitoring visit, DEO will issue a monitoring report outlining the results and any corrective actions required to be implemented by Subrecipient for any non-compliance issues discovered during this visit. Issues may be classified as a major or minor finding or an observation. A major finding is a noncompliance issue that is of significant concern. A minor finding is a noncompliance issue that is of secondary concern, such as a small file omission. Observations are to assist with compliance of program requirements, to enhance or improve service or to share best practices.

F. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to DEO for all monitoring report findings or observations no later than 30 calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirtieth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

G. COST ALLOCATION PLAN AND INDIRECT COST RATE PROPOSAL

Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. Subrecipient may utilize one of the following options:

- (1) Cost Allocation Plan: Per 2 C.F.R. 200.405, to document this, Subrecipient must submit copies of its written Cost Allocation Plan to DEO with this Agreement.
- (2) Indirect Cost Rate Proposal: Per 2 C.F.R. 200.414, this is the amount charged through indirect cost allocation plans approved by Subrecipient's cognizant Federal agency, the rate negotiated between DEO and Subrecipient (in compliance with 2 C.F.R. part 200), or the 10% *de minimis* rate as applied to Modified Total Direct Cost as allowed by the Uniform Guidance. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that effect.

H. CLOSE-OUT REPORT

The WAP Close-Out Report is due 30 calendar days after termination of the Agreement or 30 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the thirtieth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the WAP Close-out Financial Status Report (FSR), the Close-out Summary form, the Close-out Equipment Inventory form, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

I. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

J. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 16 of this Agreement. Failure to submit reports by the required due date, may result in the withholding of any pending or future payments until the reports are received.

13. PROGRAM STATUTES AND REGULATIONS

Subrecipient shall be governed by applicable laws and rules, including but not limited to:

- A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96- 294); and chapter 409, F.S.; 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 (Prevention of trafficking); Florida Chief Financial Officer Memorandum No. 04-05; Schedule of Expenditures of Federal Awards (http://www.myfloridaacfo.com/aadir/statewide_financial_reporting/financing.htm)
- B. All Federal statutes relating to nondiscrimination including but not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
 - (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age;
 - (5) The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (7) Subsections 523 and 527 of the Public Health Service Act of 1913 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; and
 - (9) The requirements of any other nondiscrimination statute(s) which may apply to the Weatherization Assistance Program.
 - (10) The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 13101 through

13213).

- C. Executive Order 11346, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. part 60).
- D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1351 et seq.).
- E. Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- F. Subrecipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- G. Subrecipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.
- H. Subrecipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.
- I. All applicable Federal rules, regulations and guidelines as they relate to the application, acceptance, and use of Federal funds under this Agreement.
- J. Other applicable Federal and State laws, rules, regulations and guidelines.
- K. Subrecipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under 2 C.F.R. § 901.10, "Debarment and Suspension." Subrecipient may not make any contract to a debarred or suspended party. A current listing of such parties is maintained by DEO for review.
- L. **PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY**
As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

M. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance 2 C.F.R. § 200.305(b)(8). Subrecipients shall maintain advances of Federal funds in interest-bearing accounts unless one of the following conditions applies:

NON-PROFITS ONLY

- (1) Subrecipient or contractor receives less than \$120,000 in total Federal awards per year.
- (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on all Federal cash balances.
- (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall

be reflected on the monthly Financial Activity and the close-out report.

LOCAL GOVERNMENTS ONLY

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), Subrecipients shall promptly, but at least quarterly, remit interest earned on advances to DEO. Subrecipient may keep interest amounts up to \$500 per year for administrative expenses. Except as provided for advance payments, Subrecipient may temporarily invest grant funds, but any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement amount. Any interest income earned by the temporary investment of these grant funds that is not applied against DEO's obligation to pay shall be returned to DEO at the time of submission of the final close-out report.

N. PROGRAM INCOME

Pursuant to 2 C.F.R. § 200.307 and 200.80, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

O. APPEALS SYSTEM

All complaints received by DEO will be referred to Subrecipient. Subrecipient must have a written appeals system that is:

- (1) adopted by the Board of Directors;
- (2) formatted as a Subrecipient handout;
- (3) posted in the client intake area of Subrecipient's agency; and
- (4) provided to those applying for weatherization services.

Sample format:

SUBRECIPIENT APPEALS SYSTEM

In the event of a complaint/appeal, the complaint/appeal shall first be heard by the:

_____ (Title of Position).

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by:

_____ (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by:

_____ (Committee or Full Board).

P. LIABILITY INSURANCE

Pursuant to 2 C.F.R. § 440.18, Subrecipient and Subrecipient's contractors are required to have sufficient liability insurance coverage for performing weatherization-funded activities. In addition, Subrecipients must have Pollution Occurrence Insurance (POI), whether included, added to, or a separate general liability insurance policy. Costs may be charged as a separate line item on the Financial Activity.

Subrecipients must ensure that each contractor is adequately covered by Subrecipient's policy. Documentation to substantiate all insurance coverage will be reviewed during monitoring visits. Failure to have adequate insurance coverage may result in all reimbursement requests being withheld until compliance is met. Only those contractors who have been trained on Lead Safe Weatherization techniques and have POI (or are under Subrecipient's policy) may work on pre-1978 dwellings that Subrecipient has confirmed have lead paint that will be disturbed through weatherization activities.

Q. PROGRAMMATIC CHANGES

Subrecipient will follow the procedures and guidelines provided in the latest version of the WAP Procedures Manual. Programmatic and guideline changes during an agreement period may be provided to Subrecipient through a State Weatherization Program Notice and are to be considered as updates and become effective upon the date indicated on the Program Notice. The State Program Notice will be sent to Subrecipient's Agreement Manager. Subrecipient agrees to be bound by all currently effective State Weatherization Program Notices previously issued by DEO.

R. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during the Agreement period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any contractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

S. OTHER PROVISIONS

- (1) In addition to all other record keeping, public records, and audit requirements set forth in this Agreement, Subrecipient shall make available all books, records, and documents required to be maintained under this Agreement available for copying and mechanical reproduction on or off Subrecipient's premises.
- (2) If the U.S. Department of Health and Human Services or DOE initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.

14. WAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of Agreement funding, that it, and its contractors, will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of Agreement funding, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard its assets, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with DEO's prescribed management policies.
- C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- D. Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers, or documents related to all program operations of the Agreement, including those of any contractors.

- E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current monitoring manual.
- F. Subrecipient verifies that its application and all its attachments, including budget data, are true and correct.
- G. Subrecipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. Subrecipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that Subrecipient shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- H. Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: and 2 C.F.R. part 902.
- I. Subrecipient's contractors must maintain valid licenses that comply with all State and local laws, ordinances, and regulations. Each contractor shall be appropriately licensed to cover each activity it is performing pursuant to this Agreement. Subrecipient shall maintain copies of all contractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.
- J. To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.
- K. Subrecipient will permit attendance by DEO's representatives at any meetings of Subrecipient's Board of Directors, executive committee, or legislative body.

-End of Attachment A-3-

ATTACHMENT B**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov>.

If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

- A. The prospective subcontractor of Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

SUBRECIPIENT:

(Subcontractor Name)

(Subrecipient's Name)

(Signature of Subcontractor Designee)

DEO Agreement Number

Name & Title

(Subcontractor Street Address)

(Subcontractor City, State, Zip)

Date of Signature

ATTACHMENT C
JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: Brevard County, FloridaAGREEMENT: E1992

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Paragraph (5) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 200.449 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Attachment B, Section E of this Agreement. Check the applicable box below (check only one).

☒ NO ADVANCE REQUESTED

☐ ADVANCE REQUESTED
Program: CSBG, LIHEAP, and WAP

(CSBG, LIHEAP, or WAP)

No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.

Advance payment of _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If an advance is requested, complete the following worksheet by filling in the highlighted cells below.

	DESCRIPTION	(A) Funding from Three Years Ago	(B) Funding from Two Years Ago	(C) Funding from Previous Year	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)				
2	FIRST TWO MONTHS OF GRANT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)				

¹ The expenses for the first two months in which expenditures were reported need to be provided for the years you received funding. If you do not have this information, call your DEO contract manager for assistance.

The Subrecipient may request an amount up to the historical percent of expenditures for the first 2 months of the agreement OR 17% of the award, whichever is less.

HISTORICAL PERCENT FOR FIRST 2 MONTHS:

_____ x _____ = _____
 Cell D3 Program Award Historical Advance

17 % CALCULATION:

_____ x 0.17 = _____
 Program Award Percent of Award Maximum Advance

ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property as defined in 2 C.F.R. 200.81, 2 C.F.R. part 200, 10 C.F.R. part 600, 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321 as applicable.

1. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
2. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to DEO, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to DEO upon DEO's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, any equipment reports required by this Agreement.
3. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in DEO upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in DEO by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient co-mingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.
4. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the CSBG, LIHEAP, and/or WAP program. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
5. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

- End of Attachment D -

ATTACHMENT E SUBRECIPIENT INFORMATION

I. SUBRECIPIENT: Brevard, County of AGREEMENT #: _____

II. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☒ Local Government

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: Brevard

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Executive Director or Chief Administrator: Frank Abbate

Address: 2725 Judge Fran Jamieson Way City: Viera, FL Zip: 32940

Telephone: (321) 633-2004 Fax: (321) 633-2115

Cell: _____ Email: frank.abbate@brevardfl.gov

Mailing address if different from above

Mailing Address: Same as above. City: _____, FL Zip: _____

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:

Name: Rita Pritchett Title: Board Chair

Address*: 2000 South Washington Ave, 2nd Fl. City: Titusville, FL Zip: 32780

Telephone: (321) 607-6901 Fax: No Fax Email: rita.pritchett@brevardfl.gov

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:

Name: Ashley Molozaiy Title: Board Chair

Address*: 4620 S. US 1 City: Grant, FL Zip: 32949-4911

Telephone: _____ Fax: _____ Email: _____

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:

Name: Ian Golden Title: Department Director

Address: 2725 Judge Fran Jamieson Way City: Viera, FL Zip: 32940

e. Subrecipient Contacts:

1. Program: Name: Ian Golden

Title: Department Director

Address: 2725 Judge Fran City: Viera, FL Zip: 32940

Telephone: (321) 633-2076 Fax: (321) 633-2026

Cell: _____ Email: ian.golden@brevardfl.gov

2. Fiscal: Name: Lydia Maier

Title: Finance Officer

Address: 2725 Judge Fran City: Viera, FL Zip: 32940

Telephone: (321) 633-2076 Fax: (321) 633-2026

Cell: _____ Email: lydia.maier@brevardfl.gov

f. Person(s) authorized to sign reports:

Name: Ian Golden Title: Department Director

Name: Lydia Maier Title: Finance Officer

Name: _____ Title: _____

g. FEID Number: 59-6000523

h. DUNS Number: 106-520666

h. Hours of Operation: (Days) Monday-Friday (Hours) 8:00 am – 5:00 pm

V. SUBRECIPIENT FISCAL YEAR: October 1 thru September 30 (e.g. Oct 1 thru Sep 30)

ATTACHMENT F

TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The following information must be posted on the Subrecipient's website in a manner easily accessed by the public:
 - A. An Organizational Chart
 - B. Notice of all meetings at least seven days before the meeting is to occur. Notice of special meetings must be posted at least 72 hours before the meeting is to occur.
 - C. Employee positions and salary information for each position (including any benefits and performance bonuses).
 - D. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
 - E. A list of all Board members, if applicable, and the company or entity that the Board member is employed by or owns, and their terms of service.
 - F. Interlocal agreement(s), as applicable
 - G. Single Audit for the last two years.
 - H. Meeting minutes within 15 days of approval.
 - I. All active agreements with another entity that delegates partial or complete responsibility for any duties the Subrecipient is expected, required, or mandated to perform under this Agreement, even if the cost is not expected to exceed \$35,000.
 - J. All reports that the Subrecipient must generate pursuant to Federal and Florida law.
3. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
4. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option <https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml> or via fax at 1-800-914-0004.
5. Consistent with 2 CFR 200.113, the Subrecipient must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
6. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal

- funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
7. In compliance with section 286.25, Florida Statutes, the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.
 8. The Subrecipient shall maintain a purchasing procedure in accordance with ss. 420.507(20) and 420.507(27) Florida Statutes. The Subrecipient's purchasing procedure must, at minimum:
 - A. Ensure that all purchasing decisions are conducted in a transparent manner;
 - B. Foster competition to ensure that the Subrecipient receives the best value possible;
 - C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
 - D. Require that an intent to award a competitive contract be published on the Subrecipient's website at least 3 business days prior to execution; and
 - E. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.
 9. The Subrecipient shall maintain an employee ethics code modeled after the provisions of chapter 112, Florida Statutes, which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.
 10. All Subrecipient travel expenses for this agreement must be in accordance with section 112.061, F.S.

- End of Attachment F -

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: State of Florida Department of Economic Opportunity		2. Amount: N/A	
3. Fund/Account #: 1700/303062, 1700/316910, 1473/30369		4. Department Name: Housing and Human Services	
5. Contract Description: Subgrant Umbrella Agreement			
6. Contract Monitor: Stephanie Bryant		8. Contract Type: GRANT	
7. Dept/Office Director: Ian Golden			
9. Type of Procurement: Request for Qualifications (RFQ)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☒	☐	Shaunna Heffernan Digitally signed by Shaunna Heffernan Date: 2021.02.03 11:48:12 -05'00'
Purchasing	☐	☐	
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2021.02.03 12:34:31 -05'00'
County Attorney	☒	☐	Rogers, Robin Digitally signed by Rogers, Robin Date: 2021.02.03 14:25:12 -05'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐