



Interoffice Memorandum

AGENDA ITEM

DATE: April 21, 2017

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

THROUGH: Lonnie C. Bell, Jr., Director *OC for LCB*
Family Services Department

FROM: Debbie Aska-Graham, Program Manager *SAG*
Community Action Division

CONTACT: Debbie Aska-Graham, Program Manager
407 836-6516

SUBJECT: Low-Income Home Energy Assistance Program (LIHEAP) 2017-
2018 Award Acceptance
May 9, 2017 Consent Agenda (All Districts)

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally-funded program designed to provide utility payment assistance to low-income families. Financial assistance is provided to income-eligible households through payments directly to home energy suppliers. These funds are sent to the Florida Department of Economic Opportunity and then to the County. Annually, the Community Action Division is awarded a contract to administer the program on a local level. The County has received LIHEAP funding since 1992.

The amount of this contract is \$2,899,629 subject to the availability of funds and appropriate budget authority. The term of the contract is from April 1, 2017 or upon execution by both parties, whichever is earlier, to March 31, 2018.

In the past, following approval of the initial contracts, additional funding has often been made available. These allocations are considered "modification agreements" and have aggressive timeframes for a response. Failure to adhere to the timeframes as specified by the state would result in forfeiture of these funds by the County.

The Community Action Division is requesting that the Board approve providing the Mayor or designee with the authority to execute modification agreements. This will prevent any loss of additional LIHEAP funding available through the modification agreements.

ACTION REQUESTED: **Approval and execution of State of Florida Department of Economic Opportunity FFY 2017 Federally Funded Subgrant Agreement, Low-Income Home Energy Assistance Program (LIHEAP) CFDA Number: 93.568 Agreement Number: 17EA-0F-12-00-01-022, between the State of Florida, Department of Economic Opportunity and Orange County, Florida in the amount of \$2,899,629 for the period of April 1, 2017 through March 31, 2018; and approval for the County Mayor or designee to approve any increases, decreases or modifications in the award amount.**

CC: Randy Singh., Assistant County Administrator
Lonnie C. Bell, Jr., Department Director
Wanzo Galloway, County Attorney's Office
John Petrelli, Manager, Risk Management
Jamilie Clemens, Grants Supervisor
Patria Morales, Management & Budget Advisor
Yolanda Brown, Fiscal Manager

BCC Mtg. Date: May 9, 2017

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FFY 2017 FEDERALLY FUNDED SUBGRANT AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

CFDA Number: 93.568

Agreement Number: 17EA-OF-12-00-01-022

THIS AGREEMENT is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Orange County, Florida, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "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 LIHEAP program at the Federal level, and distributes LIHEAP block grant funds to the States. The State of Florida has received these grant funds from HHS.
- B. DEO is the LIHEAP grantee, Recipient, pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes. DEO is authorized to distribute LIHEAP funds to the Subrecipient so that Subrecipient may provide home energy assistance benefits to eligible households.
- C. Subrecipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

Subrecipient shall perform the work in accordance with Attachment A to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

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

(3) PERIOD OF AGREEMENT

This Agreement period will begin on **April 1, 2017**, and will end on **March 31, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF AGREEMENT

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

(5) 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, 45 Code of Federal Regulations (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 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 (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or 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. 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:

(i) 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.

(ii) 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 (5) years after final disposition.

(iii) Records relating to real property acquired must be retained for five (5) years after the closing on the transfer of title.

(iv) Any additional Federal requirements, particularly those identified in Attachment A of 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 of Attachment J 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, and 45 C.F.R. § 75.363 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/or Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 to this Agreement, 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 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 45 C.F.R. § 75.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(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 (30) calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within sixty (60) 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

(i) maintain all funds provided under this Agreement in a separate bank account; or

(ii) 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).

(6) 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 Agreement, Subrecipient-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 Agreement, 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 not the 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.

(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:

(i) 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

(ii) 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:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

(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 Attachment C to this Agreement.

(a) If all required reports and copies are not sent to DEO, or are not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action as stated in Paragraph (12) of this Agreement. "Acceptable to DEO," means that the reports were completed in accordance with the Attachments of this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as may be required by DEO.

(9) MONITORING

(a) Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement.

(b) In addition to reviews of audits conducted in accordance with Paragraph (5) above, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient, and all subcontractors, shall comply with the most recent LIHEAP Program Monitoring Field Manual provided by 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 any additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

(e) DEO will monitor the performance and financial management by Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(10) 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.

(11) 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 (12) 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.

(12) 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:

(i) Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

(ii) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(iii) Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

(iv) 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.

(13) 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 (11) 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.

(14) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager and delivered by standard mail or electronic mail using the contact information provided in Subparagraph 14(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Bonnie Ayers, Grant Manager

Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: bonnie.ayers@deo.myflorida.com
Phone: 850-717-8432

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment I of this Agreement.

(d) If different representatives or addresses are 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 (14)(a), above.

(15) SUBCONTRACTS

(a) Subrecipient shall not subcontract any of the work required under this Agreement prior to receiving DEO's confirmation that the proposed subcontract imposes the following requirements on subcontractor:

(i) Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements set forth in Paragraphs (6) and (7) of this Agreement.

(ii) Subcontractor is bound by all applicable State and Federal laws and regulations;

(iii) Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and

(iv) 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 subcontract, Subrecipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Subrecipient shall submit to DEO the completed Attachment G to this Agreement.

(16) ENTIRETY AND INTEGRATION

This Agreement and the Attachments and Exhibits attached hereto 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.

(17) 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 Requirements
 - Exhibit 1-A – Funding Sources
 - Exhibit 2 – Audit Compliance Certification
 - Attachment A – Scope of Work
 - Attachment B – Program Statutes and Regulations
 - Attachment C – Reports
 - Attachment D – Property Management and Procurement
 - Attachment E – Statement of Assurances
 - Attachment F – Warranties and Representations
 - Attachment G – Certification Regarding Debarment
 - Attachment H – Trafficking Victims Protection Act of 2000
 - Attachment I – Subrecipient Information
 - Attachment J – Budget Summary and Workplan
 - Attachment K – Justification of Advance

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO awards Subrecipient ***two million eight hundred ninety-nine thousand six hundred twenty-nine dollars and zero cents (\$2,899,629.00)***, subject to the terms and conditions of this Agreement, availability of funds and appropriate budget authority; however, Subrecipient may incur costs and submit for reimbursement in an amount not to exceed ***two million two hundred sixty-one thousand seven hundred eleven dollars and zero cents (\$2,261,711.00)***, until notified in writing by DEO to Subrecipient's contact person identified in Attachment I. Upon receipt of such notification, Subrecipient may incur costs and submit for reimbursement up to the amount set forth in the notification, subject to the terms of this Agreement. These notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

(b) Subrecipient is subject to the following forms, as submitted to and approved by DEO: LIHEAP Program Budget Detail and LIHEAP Multi-County Distribution. These forms must be completed prior to the execution of this Agreement and must be in keeping with Attachment J and the other provisions of this Agreement. Any changes to these forms are only valid upon review and written approval by the DEO Grant Manager identified in Paragraph (14), and

must be approved at least thirty (30) calendar days prior to implementation. Requested changes to these forms must be submitted in writing to DEO on DEO-approved forms.

(c) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Subrecipient 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 included in this Agreement as Attachment K. Attachment K 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 (3) 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 (3) 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) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Subrecipient shall submit its closeout report within thirty (30) calendar days of receiving notice from DEO.

(g) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(h) Subrecipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Subrecipient.

(i) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

(19) 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 the 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.

(20) 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 of 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 (30) 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 (11), 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 shall be returned to DEO.

(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:

(i) 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

(ii) 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 (ii), "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:

1. five (5) years after the expiration of this Agreement; or

2. the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

(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 has 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:

(i) Conflict of Interest: This Agreement is subject to chapter 112, F.S., 45 C.F.R. § 75.112, and 45 C.F.R. § 75.113 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.

(ii) 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 (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

(iii) 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.

1. 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.

2. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within 90) 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.

3. 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.

(iv) 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:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. 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.

(21) 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 (21)(b) above and the content of Subparagraph (21)(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 (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(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.

(22) 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 (30) 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.

(23) 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 Grant 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.

(24) ASSURANCES

Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E.

(25) 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.

(26) 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.

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

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

SUBRECIPIENT

Orange County, Florida
(Legal Name of Subrecipient)

By: Ajit Lalchandani
(Signature)

Ajit Lalchandani County Administrator

(Print/Type Name and Title Here)

Date: MAY 09 2017

59-6000773
Federal Identification Number

064797251
DUNS Number

17EA-0F-12-00-01-022
Agreement Number



**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: State Dept for Julie Dennis

Julie Dennis, Director
Division of Community Development

Date: 5/24/17

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: S. Schlesinger
Approved Date: 5/22/17

**FFY 2017 LIHEAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to Subrecipient (hereinafter on this Exhibit 1 referred to as "Recipient") may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, 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 OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by DEO staff to Recipient regarding such audit. Recipient 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 Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1-A to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, Recipient 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 by OMB Circular A-133, as revised. An audit of Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after*

December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

4. Title 45 C.F.R. Part 75 supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 45 C.F.R. Part 75 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

PART II: STATE FUNDED

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

1. In the event that Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1-A to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, Recipient 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that Recipient expends less than \$500,000 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 non-state entity's resources (i.e., the cost of such an audit must be paid from Recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgen/pages/flsaa.htm>.

PART III: OTHER AUDIT REQUIREMENTS

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Exhibit shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of Recipient directly to each of the following at the address indicated:

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse

Bureau of the Census

1201 East 10th Street

Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by PART II of this Exhibit shall be submitted by or on behalf of Recipient directly to each of the following:

A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this Exhibit shall be submitted by or on behalf of Recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. Recipient shall retain sufficient records demonstrating its compliance with the terms of this Exhibit 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. Recipient 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.

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**FFY 2017 LIHEAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES**

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

Recipient's DUNS Registered Name:	Orange, County of
Recipient's DUNS Number:	064797251
Federal Award Identification Number:	G-1701FLLIEA; subsequent releases – TBD
Federal Award Date:	October 25, 2016; subsequent releases – TBD
Subaward Period of Performance Start and End Date:	April 1, 2017 through March 31, 2018
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Home energy assistance to low income households
Federal Awarding Agency:	U.S. Department of Health and Human Services
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Contact: Julie Dennis, 850-717-8450
Catalog of Federal Domestic Assistance Number:	93.568
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program (formula grant)
Research and Development:	No
Indirect Cost Rate:	19.9009%

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

Federal Program:

1. Recipient 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 FFY 2017 LIHEAP State Plan.
2. Recipient 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.

STATE RESOURCES AWARDED TO THE RECIPIENT 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.

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FFY 2017 LIHEAP AGREEMENT

EXHIBIT 2

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:	
<p>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)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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.</p>	
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT A
SCOPE OF WORK**

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

A. PAYMENT AND DELIVERABLES

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

(1) Deliverable: Direct Client Services and Hours of Operation

- a. Subrecipient shall provide services to a minimum of one household per month in accordance with the LIHEAP Annual Workplan, and section D. and section E. of this Attachment A 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, on Monday through Friday, and from 8:00 AM to 5:00 PM. This operating hours requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- b. 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.
- c. Subrecipient shall each month submit a Monthly Financial Status Report as described in Attachment C.

B. 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.

C. 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 maximum of one (1) summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April to September.
 - A maximum of one (1) winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October to March.
 - 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:
- Approval of application;
 - Denial of application pending further information;
 - Denial of application because Applicant is deemed ineligible;
 - Contact utility vendor to halt power disconnection or interruption in services; or
 - 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 Client may not receive more than one (1) Home Energy Assistance benefit per calendar year.
 - The benefit is not contingent upon current or past due amounts, and can be used as a direct credit to the Client's account.
 - May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.
 - 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:
- The Applicant's home cooling or heating energy source has been cut off;
 - The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
 - The Applicant has received a notice indicating the energy source is delinquent or past due;
 - 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;
 - The Applicant has a bill for which the due date has lapsed; or
 - 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.

D. SCOPE OF WORK

- (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 Paragraph G of this Attachment A.
 - 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 described in Attachment F, Warranties and Representations.
- (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 Central Contractor Registration (CCR) (www.ccr.gov).
- (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.

E. 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 Paragraph E.(2) of this Attachment A, 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. The maximum crisis benefit is \$600.00 per Applicant per season.
- (5) When the Applicant is in a crisis situation (life threatening or non-life threatening), Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within eighteen (18) hours of Application Receipt for a Crisis Assistance benefit and document 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 Paragraph C.6. of this Attachment A.
 - 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.

F. 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 Data, or notation that the Client did not sign the waiver;
- (13) Utility Account Number;
- (14) If LIHEAP prevented disconnection or restored an energy disruption; and
- (15) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

G. 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.

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**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT B
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 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

Subrecipient may reapply program income for eligible program projects or objectives. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report.

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 Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the 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 Agreement 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 December 15, if no emergency has been declared, DEO will release the 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 Sections (5) and (6) 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.

The remainder of this page is intentionally left blank.

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT C
REPORTS**

A. ANNUAL REPORTS

- (1) Close-out Report: Subrecipient shall submit the LIHEAP Close-Out Report to DEO no later than forty-five (45) calendar days after termination of the Agreement or forty-five (45) 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 will be due on the next business day. Subrecipient shall submit 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.
- (2) 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.

B. MONTHLY REPORTS:

- (1) Subrecipient shall submit to DEO the LIHEAP Monthly Financial Status Report 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. 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 Status Report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Status Report 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 Status Report shall be due on the next business day.
 - a. Each Monthly Financial Status Report 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.
 - b. An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Status Report. Subrecipient's submission of a signed and completed Monthly Financial Status Report 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 Status Report for compliance with the requirements as stated in Attachment A 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. SUBMISSION

Subrecipient shall submit reports to the DEO Grant Manager as stated in Paragraph (14) of this Agreement.

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply, at a minimum, with property management standards for non-expendable property, as provided in 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321, *Supplies*, and the following provisions:

- A. 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, 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.
- B. 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.
- C. 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 commingles 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.
- D. 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 LIHEAP 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.
- E. 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.

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of 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 (1) year thereafter, shall 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 shall abide by the provisions of section 112.3135, F.S., pertaining to nepotism in its performance under this Agreement

D. 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:

- (1) Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- (2) 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.
- (3) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

- (4) 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.
- (5) Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHEAP Program Monitoring Field Manual.
- (6) 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.
- (7) 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.
- (8) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (9) Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (10) 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.
- (11) 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 up to \$1,000 per day.
- (12) 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).

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT F
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 assure 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 45 C.F.R. Part 75, and the terms and conditions of this Agreement.
- (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 offeror, 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 offeror, 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 subcontracts.
- (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.

D. BUSINESS HOURS

Subrecipient warrants that it 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, on Monday through Friday, and from 8:00 AM to 5:00 PM. This provision is not applicable to Subrecipient's outreach locations.

E. LICENSING AND PERMITTING

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

The remainder of this page is intentionally left blank.

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

NOTE: 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>.

A. If Subrecipient will not issue any subawards or subcontracts under this Agreement, Subrecipient shall mark here that this Attachment G is Not Applicable: N/A .

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

- (1) 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.
- (2) Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____ (Type Subcontractor Name)	<u>Orange County, Florida</u> Subrecipient Name
By _____ (Signature)	
_____ Name & Title	<u>17EA-OF-12-00-01-022</u> DEO Agreement Number
_____ Street Address	
_____ City, State, Zip	
_____ Date	

FFY2017 LIHEAP AGREEMENT
ATTACHMENT H
Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
(Taken from 2 C.F.R. § 175.15)

I. Trafficking in persons.

a. The following provisions are applicable to a subrecipient that is a private entity:

1. You as Subrecipient, your employees, contractors under this subaward, and contractors' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the subaward.
2. We as the Federal pass-through entity may unilaterally terminate this subaward, without penalty, if you or a contractor that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the DEO official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either,
 - A. Associated with performance under this award; or
 - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 901.

b. The following provisions are applicable to a subrecipient that is not a private entity:

We, as the Federal pass-through entity, may unilaterally terminate this subaward, without penalty, if a contractor that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1. of this subaward term;
or
2. Has an employee who is determined by DEO official authorized to terminate the subaward to have violated an applicable prohibition in paragraph a.1. of this award term through conduct that is either:
 - i. Associated with performance under this subaward; or

- ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 901.

c. The following provisions are applicable to all subrecipients:

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this subaward.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to or any contract with a private entity.

d. Definitions. For purposes of this subaward term:

1. "Employee" means either:
 - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this subaward; or
 - ii. Another person engaged in the performance of the project or program under this subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT I
SUBRECIPIENT INFORMATION**

FEDERAL FISCAL YEAR: 2017 **AGREEMENT PERIOD:** April 1, 2017 through March 31, 2018

Instructions: Complete the blanks lines below. For item II, put an "X" in the box that applies to your agency.

I. SUBRECIPIENT: Orange County, Florida **AGREEMENT #:** 17EA-OF-12-00-01-022

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

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

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Subrecipient County Location: Orange

b. Executive Director or Chief Administrator: Ajit Lalchandani

Address: 201 S. Rosalind Avenue City: Orlando ,FL Zip: 32802

Telephone: 407-836-7370 Fax: 407-836-7399

Cell: _____ Email: Ajit.Lalchandani@ocfl.net

Mailing address if different from above

Mailing Address: PO Box 38 City: Orlando ,FL Zip: 32802

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

Name: Teresa Jacobs Title: Orange County Mayor

Address*: 201 S. Rosalind Avenue City: Orlando ,FL Zip: 32802

Telephone: 407-836-7370 Fax: _____ Email: _____

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

d. Official to Receive State Warrant:

Name: Phil Diamond Title: Orange County Comptroller

Address: PO Box 38 City: Orlando ,FL Zip: 32802

e. Subrecipient Contacts:

1. Program: Name: Debbie Aska-Graham Title: Program Manager

Address: 2100 E. Michigan Street City: Orlando ,FL Zip: 32806

Telephone: 407-836-6516 Fax: _____

Cell: _____ Email: Debbie.Aska-Graham@ocfl.net

2. Fiscal: Name: Rachel McCoy Title: Project Coordinator

Address: 2100 E. Michigan Street City: Orlando ,FL Zip: 32806

Telephone: 407-836-9323 Fax: 407-836-7455

Cell: 407-353-2214 Email: Rachel.McCoy@ocfl.net

f. Person(s) authorized to sign reports:

Name: Vacant Title: Community Action Division Manager

Name: Debbie Aska-Graham Title: Program Manager

Name: Yolanda S. Brown Title: Family Services Fiscal & HR Manager

g. Agency's FEID Number: 59-6000773

h. Agency's DUNS Number: 064797251

V. SUBRECIPIENT FISCAL YEAR: April 1 thru March 31
Ex: October 1 Ex: September 30

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT J
BUDGET SUMMARY AND WORKPLAN**

Subrecipient: Orange County, Florida

Agreement #: 17EA-OF-12-00-01-022

Instructions: Enter the appropriate figures in the bold boxes below. Use only whole dollar amounts; no cents.

SECTION I: Budget Summary

LIHEAP FUNDS ONLY		BUDGETED AMOUNT
1	LIHEAP FUNDS	\$2,899,629.00
ADMINISTRATIVE EXPENSES		
2	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1; round down if needed.) *	\$246,468.00
	Maximum Administrative Expense:	\$246,468.47
OUTREACH EXPENSES		
3	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 15% of the difference between Line 1 & Line 2 (Line 1 minus Line 2 times .15; round down if needed))	\$397,974.00
	Maximum Outreach Expense:	\$397,974.15
DIRECT CLIENT ASSISTANCE		
4	Home Energy Assistance (Must be at least 25% of Line 1; round up if needed)	\$1,000,000.00
	25% Minimum Calculation:	\$724,907.25
5	Crisis Assistance	\$1,197,194.00
6	Weather Related/Supply Shortage/Disaster (Must be at least 2% of line 1; round up if needed.)	\$57,993.00
	2% Minimum Calculation:	\$57,992.58
7	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6)	\$2,255,187.00
8	GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 7)	\$2,899,629.00

SECTION II: Workplan

Type of Assistance	Estimated # of Benefits to be Provided	Estimated Cost Per Benefit	Estimated Expenditures** (Est # x Est \$)
Summer Home Energy	1540	\$310.96	\$478,878.40
Winter Home Energy	1231	\$324.94	\$400,001.14
Summer Crisis	2088	\$344.02	\$718,313.76
Winter Crisis	1846	\$325.03	\$600,005.38
Weather Related/Supply Shortage	178	\$325.80	\$57,992.40
TOTAL	6,883		\$2,255,191.08

* If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the Recipient may increase the Outreach Expenses. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for each of these line items.

Total of Line 2 plus Line 3 may not exceed:	\$644,442.62	Line 2 + Line 3 =	\$644,442.00
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** Estimated Expenditures given in the Assistance Plan must agree with the corresponding values on Lines 4-7.

Prior written approval from DEO's Grant Manager is required for any change to any of the above line item amounts not exceeding ten 10% of the line item amount reduced by said change. A change exceeding 10% of an above line item amount requires a formal written amendment to this Agreement, as described in Paragraph (4)(b), MODIFICATION OF AGREEMENT. Regardless, DEO will not reimburse costs of more than the total subaward amount of this Agreement (Line 1), and in no event shall Subrecipient's total Administrative Expenses (Line 2) exceed 8.5% of the total subaward of this Agreement.

**FFY 2017 LIHEAP AGREEMENT
ATTACHMENT K
JUSTIFICATION OF ADVANCE PAYMENT**

Subrecipient: Orange County, Florida

Agreement #: 17EA-OF-12-00-01-022

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Paragraph (18) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 75.305(b)(8) 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

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

Advance payment of \$240,669.21 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) FY2014	(B) FY2015	(C) FY2016	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)	\$3,641,522.00	\$3,281,329.00	\$3,150,529.00	\$10,073,380.00
2	FIRST TWO MONTHS OF GRANT EXPENDITURES ¹	\$405,807.55	\$215,542.15	\$218,345.37	\$839,695.07
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)	11.1%	6.6%	6.9%	8.3%

¹ The expenses for the first two months in which expenditures were reported need to be provided for the years you received a LIHEAP Agreement. If you do not have this information, call your DEO grant manager and they will assist you.

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

HISTORICAL PERCENT FOR FIRST 2 MONTHS:

8.3% x \$2,899,629.00 = \$240,669.21

Cell D3 LIHEAP Award Historical Advance

17 % CALCULATION:

\$2,899,629.00 x 0.17 = \$492,936.93

LIHEAP Award Percent of Award Maximum Advance