



Interoffice Memorandum

December 14, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *DC For LCB*
Family Services Department

FROM: Sherry Paramore, Manager *SP*
Community Action Division

CONTACT: Sherry Paramore, Manager
(407) 836-7505

SUBJECT: FY 2016-2018 Community Services Block Grant (CSBG) Agreement
between the Florida Department of Economic Opportunity and Orange
County, Florida
January 10, 2017 Consent Agenda/All Districts

The Community Services Block Grant (CSBG) is a federal grant designed to assist low-income families and individuals whose income is at or below 125% of the Federal Poverty Level to become more self-sufficient. On an annual basis federal funds are sent to the Florida Department of Economic Opportunity, which enters into a contract with the County.

The 2016-2018 contract is a cost reimbursement agreement, not to exceed \$1,285,730. There are no matching funds required for the agreement, and there will be no additional cost to the county. The term of this agreement is from October 1, 2016 through March 31, 2018.

The Orange County Community Action Board recommends that these funds be used to enhance and strengthen family services programs for low-income families, youth, and seniors to assist in empowering them to become self-sufficient. This is in accordance with legal policy guidelines and is a continuation of an existing program.

ACTION REQUESTED: Approval and execution of State of Florida Department of Economic Opportunity Agreement Number: 17SB-0D-12-00-01-119 FFY 2017 Federally Funded Subgrant Agreement Community Services Block Grant (CSBG) Program between the State of Florida, Department of Economic Opportunity and Orange County in the amount of \$1,285,730 and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract. The term of this Agreement is from October 1, 2016 through March 31, 2018.

Attachment

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

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

CFDA Number: 93.569

Agreement Number: 17SB-0D-12-00-01-119

**FFY 2017 FEDERALLY FUNDED SUBGRANT AGREEMENT
COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM**

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, 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 CSBG program at the Federal level, and distributes CSBG block grant funds to the States. The State of Florida has received these grant funds from HHS.

B. DEO is the CSBG 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 CSBG funds to the Subrecipient so that Subrecipient may provide self-sufficiency and emergency services 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 **October 1, 2016**, 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, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, 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 years after final disposition.

(iii) Records relating to real property acquired must be retained for five 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, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with section 215.97, F.S. and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (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 calendar days after DEO has notified Subrecipient of such non-compliance.

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

(n) Subrecipient shall

(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 contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO

under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO.

Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

(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 CSBG 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 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 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 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 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 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 Paragraph (5) 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

Attachment K – Justification of Advance

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO awards Subrecipient ***One Million Two Hundred Eighty-Five Thousand Seven Hundred Thirty Dollars and Zero Cents (\$1,285,730.00)***, 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 ***Four Hundred Fifty-Three Thousand Eight Hundred Sixty-Three Dollars and Zero Cents (\$453,863.00)***, 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: CSBG Program Budget Detail, CSBG Subcontractor Information and Budget Summary, CSBG Secondary Administrative Expenses, and the CSBG Annual Workplan. 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 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 months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(e) After any initial advance, payments will be made on a cost-reimbursement basis.

(f) 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 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 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 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://dhis.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 as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or

the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

(p) Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

(i) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.

(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 ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil

penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

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 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

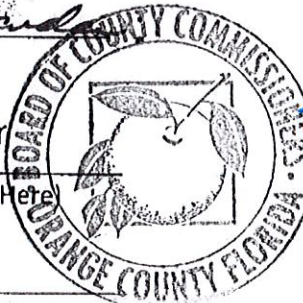
**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Orange County
(Legal Name of Subrecipient)

By: [Signature]
(Signature) Art Lachandani

County Administrator
(Print/Type Name and Title Here)

Date: 1.10.17



By: [Signature]

Taylor Teepell
Taylor Teepell, Director
Division of Community Development

Date: 2/24/17

59-6000773
Federal Identification Number

064797251
DUNS Number

17SB-0D-12-00-01-119
Agreement Number

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: [Signature]

Approved Date: 1-30-17

**FFY 2017 CSBG 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 CSBG 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-16B2FLCOSR; subsequent releases – TBD
Federal Award Date:	April 1, 2016; August 1, 2016; subsequent releases – TBD
Subaward Period of Performance Start and End Date:	October 1, 2016 – March 31, 2018
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Funding to eligible entities to alleviate the causes and conditions of poverty in communities
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: Taylor Teepell, 850-717-8450
Catalog of Federal Domestic Assistance Number:	93.569
Catalog of Federal Domestic Assistance Title:	Community Services Block Grant (formula grant)
Research and Development:	No
Indirect Cost Rate:	16.8735%

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

Federal Program:

1. Recipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the FFY 2017 CSBG 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 SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

N/A

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

**FFY 2017 CSBG AGREEMENT
EXHIBIT 2**

Audit Compliance Certification	
<i>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.</i>	
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 \$500,000 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>	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**FFY 2017 CSBG 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 & Hours of Operation

(a) Subrecipient shall provide services to a minimum of one client per month in accordance with the CSBG Annual Workplan, and section C. paragraph (6) 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).

(c) 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.

(d) 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) Any Subrecipient which received funding in the previous Federal fiscal year will not have its present or future funding terminated or reduced below the proportional share of funding it received in the previous year, unless after notice, and opportunity for hearing on the record, DEO determines that cause existed for such termination or reduction subject to the procedures and

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

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

C. DEFINITIONS

- (1) "Administrative Expense" – Those costs that refer to central executive functions that do not directly support a specific project or service. Costs that are incurred for common objectives that benefit multiple programs administered by Subrecipient. Administrative expenses relate to the general management of the organization, such as strategic direction, board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37, issued March 12, 2013).
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (5) "Community Action Plan" – the Community Action Plan as submitted by Subrecipient according to 42 U.S.C. § 9908(b)(11) of the Act. Subrecipient shall use the most recent DEO Community Action Plan template.
- (6) "Eligible Activities" – include, but are not limited to, the following:
- (a) A range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem;
 - (b) Activities designed to assist eligible participants with low-income to:
 - (i) Secure and retain meaningful employment;
 - (ii) Attain an adequate education;
 - (iii) Make better use of available income;
 - (iv) Obtain and maintain adequate housing and a suitable living environment;
 - (v) Obtain emergency assistance to meet immediate and urgent individual and

- family needs, including the need for health related assistance;
- (vi) Remove obstacles and solve problems that block the achievement of self-sufficiency;
- (vii) Achieve greater participation in the affairs of the community; and
- (viii) Make more effective use of other programs related to the purposes of the Act.
- (c) Provide, on an emergency basis, for the provision of such supplies and services, nutritious food-stuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among individuals with low-income;
- (d) Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to individuals with low-income;
- (e) Encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community; or
- (f) Other activities which may be approved in writing by DEO.
- (7) "Eligible Entity" – any organization, public or nonprofit, officially designated as a community action agency or a community action program under the Federal Legislative provisions of Section 210 of the Economic Opportunity Act of 1964, for fiscal year 1981 or established after 1981 in compliance with Federal law to serve areas not served by an existing eligible entity. If such community action agency or community action program lost its designation under Section 210 of such act as a result of a failure to comply with the provisions of said act or who has been determined ineligible, a replacement community action agency will be designated in accordance with provisions of Federal Law.
- (8) "Eligible Participant" – those individuals whose total gross countable household income from all household members does not exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
- (9) "Federal Law" – unless otherwise specified, 42 U.S.C. Chapter 106, the Community Services Block Grant Act as amended and 45 C.F.R. Parts 16, 74 and 96.
- (10) "Household" – an individual or group of individuals living together as one economic unit.
- (11) "Population" – total number of residents for each county, excluding inmates of institutions, as extrapolated from the latest official State estimate of population by the University of Florida Bureau of Economic Research and Development. For limited purpose agencies as designated under title II of the Economic Opportunity Act of 1964 for fiscal year 1981 which served the general purposes of a community action agency under title II of such Act, "population" means

the total estimated number of residents for each county or service area meeting the definition of that limited program.

- (12) "Program Expense" – program costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by Subrecipient to achieve an outcome intended by the funding program. Program Expenses can include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or service funded by a specific grant source. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37, Issued March 12, 2013).
- (13) "Subrecipient" – in general, for Federal program purposes, "Subrecipient" is any organization, public or nonprofit, determined by DEO to be an Eligible Entity to receive funding pursuant to an agreement for an approved program and operating budget for delivery of Eligible Activities. Subrecipients include nonprofit organizations, migrant and seasonal farmworker organizations, and local governments as defined in the following paragraphs (a)-(c), provided such Subrecipient is in good standing or has not been determined ineligible. For purposes of this Agreement, "Subrecipient" is the entity entering into this Agreement with DEO.
 - (a) "Nonprofit organization" – an organization created according to State law to provide services to benefit the general public.
 - (b) "Migrant and seasonal farmworker organization" – an organization funded to provide direct services to a target population of migrant and seasonal farmworkers under the CSBG Program and having a Board of Directors composed of at least 51 percent representatives of migrant and seasonal farmworkers.
 - (c) "Local government" or "local governing authority" – the governing body of a county or municipality.
- (14) "Secondary Administrative Expense" – an Administrative Expense to support Eligible Activities as defined in Paragraph (6) above, for which program activities are directly funded or governed by a source other than CSBG.

D. SUBRECIPIENT BOARD REQUIREMENTS

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

- (i) one-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Agencies providing services in multi-county areas are required to submit to DEO a plan to ensure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official currently holding office, or their representative for the first two years.
 - (ii) Not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of individuals and families with low-income in the area served. Each member selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member.
 - (iii) The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community served. Interest groups are organizations with nonprofit status, incorporated and registered with the office of the Florida Secretary of State.
- (b) For Public Organizations:
- (i) A tripartite board, which shall have members selected by the organization and shall be composed so as to assure that not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members;
 - 1. are representative of low-income individuals and families in the neighborhood served;
 - 2. reside in the neighborhood served; and
 - 3. are able to participate actively in the development, planning, implementation, and evaluation of programs funded under this Agreement; or
 - (ii) another mechanism specified by the State to assure decisionmaking and participation by low-income individuals in the development, planning, implementation, and evaluation of programs funded under this chapter.

- (2) Subrecipient shall demonstrate that the CSBG program is administered through a tripartite board that meets the requirements of 42 U.S.C. § 9910(a) or (b) by maintaining documentation including, but not limited to, the following:
- (a) Board member application, resume, letter of intent to serve, background check or due diligence documentation;
 - (b) Minutes of the member's seating and re-seating if serving more than a single term;
 - (c) Appointment letter;
 - (d) Yearly reaffirmation letters (for public sector members);
 - (e) Vacancy declaration;
 - (f) Resignation letter or notification of term end;
 - (g) Election selection documentation (for low-income sector members);
 - (h) Excused/unexcused absence documentation; and
 - (i) Signed Conflict of Interest Form
- (3) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve communities and individuals with low-income. Full participation includes, but is not limited to, regular attendance at board meetings, participation on board committees, knowledge of the organization's mission and goals, and fiduciary duties. Regular attendance is defined as at least seventy percent of the seated members attending at least two-thirds of the regularly scheduled board meetings each year as designated in Subrecipient's bylaws or governing documents.
- (4) Subrecipient's bylaws or governing documents shall include a procedure which will allow individuals with low-income, community organizations, and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
- (5) All board of directors meetings and board committee meetings are subject to Florida's Government in the Sunshine Law (section 286.011, F.S.), as stated in Paragraph (20)(j) of this Agreement, and shall be publicly noticed at least seven calendar days but not more than thirty calendar days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information by methods acceptable under the Florida Sunshine Law. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

E. PROGRAM TASKS & REQUIREMENTS

- (1) Subrecipient shall administer the CSBG Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall use the funds pursuant to this Agreement to carry out Eligible Activities that include, but are not limited to:
 - (a) Supporting activities that are designed to assist families and individuals with low income, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act (42 U.S.C. § 601, *et seq.*), homeless families and individuals, migrant and seasonal farm workers, and elderly individuals and families with low income;
 - (b) Addressing the needs of youth in communities with low income through youth development programs that support the primary role of the family; and
 - (c) Making effective use of and coordinating with other programs.
- (3) Subrecipient must maintain the following written policies:
 - (a) A policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
 - (b) A policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the client file.
 - (c) A policy that shall include, at a minimum, types of services provided, written appeal procedures, internal monitoring processes, and family self-sufficiency guidelines.
 - (d) A policy for providing written notice of denial and appeal for any Applicant denied CSBG services. The notice must include the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, Subrecipient must explain what specific documents are required in order for the applicant to reapply for services.
- (4) In accordance with 42 U.S.C. § 9919(a), as amended, Subrecipient may conduct drug testing on CSBG program participants. If Subrecipient does so, it must inform participants who test positive and refer them to treatment facilities.

- (5) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.
- (6) Subrecipient shall maintain documentation to demonstrate coordination and non-duplication of services with other anti-poverty programs in each community served.
- (7) In accordance with 42 U.S.C. § 9919, as amended, Subrecipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.
- (8) If Subrecipient administers a transportation program, it must comply with chapter 427, F.S., to coordinate with the appropriate transportation provider(s).
- (9) Subrecipient's form CSBG Annual Workplan must be consistent with the most recent community needs assessment officially adopted by Subrecipient's board of directors.
- (10) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all CareerSource Florida, Inc., boards in its service area. The MOU shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG Program and CareerSource Florida, Inc. "One-Stop" delivery system, services and information. Subrecipient shall review and renew the MOU at least once every three years. The current MOU must be submitted to DEO with this executed Agreement.
- (11) Subrecipient shall be in a location and operate during hours available to Applicants and in accordance with the days and times as described in Attachment F.
- (12) Subrecipient shall develop and implement a Family Self-Sufficiency Program (FSSP). The FSSP represents a community and neighborhood based approach to the organization and delivery of locally available social services in order to help eligible families become self-reliant and independent of all forms of public assistance. The program shall be designed to identify the needs of participating families and to deliver a comprehensive and coordinated set of services to facilitate the participant's efforts to achieve and maintain self-sufficiency.
- (13) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover CSBG policies and procedures.
- (14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (15) Subrecipient must comply with the Federal Financial Accountability and Transparency Act

(FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).

F. CLIENT ELIGIBILITY

- (1) Subrecipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total gross household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
- (2) Subrecipient shall use income documentation of all household income sources that is no more than one year old and maintain the documentation in the client file. In the event that the Applicant cannot provide income documentation, Subrecipient shall require the Applicant to provide a signed self-declaration of income to attest to the applicant's verbal declaration of total household income. This self-declaration must specify the reasons that no current income documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.
- (3) In calculating total gross household income, Subrecipient shall abide by the current year Sources of Allowable Income to determine what is and is not counted as income.

G. ELIGIBLE PARTICIPANT RECORDS

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

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

- (10) Photo identification, expired and current, when providing assistance with CSBG funds for the Applicant to secure current identification documentation; and,
- (11) Rental/lease agreement or mortgage when providing rental or mortgage assistance with CSBG funds.

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**FFY 2017 CSBG 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 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement.

- (1) Part 16 – Procedures of the Departmental Grant Appeals Board;
- (2) Part 30 - Claims Collection;
- (3) Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- (4) Part 81 - Practice and procedure for hearings under Part 80 of this Title;
- (5) Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- (6) Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- (7) Part 87 – Equal Treatment for Faith Based Organizations;
- (8) Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
- (9) Part 93 - New restrictions on lobbying;
- (10) Part 96 - Block Grants;
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;

B. FUNDING AVAILABILITY FOR EXPENDITURE

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

C. FUNDS DISTRIBUTION

Funding of Eligible Entities shall be awarded based on an allocation plan designed to facilitate statewide expansion of the community action network and a gradual equalization of funding based in part on the percentage of the poverty population for the service area. Pursuant to H.R. 3061, the Department of Labor, Health and Human Services, and Education, and Related Agencies appropriations Act of 2002, CSBG funds shall be distributed by DEO to Eligible Entities in accordance with the requirements in 42 U.S.C § 9907, which requires that, to the extent CSBG funds are distributed as grants by a state to Eligible Entities provided under the Act, and have not been expended by such entity, the funds shall remain with such entity for carryover into the next Federal fiscal year for program activities consistent with the CSBG Program. However, prior year carryover of unexpended funds, at the time of close-out, these funds must be returned to DEO. All carryover funds must be expended within the next Federal fiscal year or be returned to the Federal funding agency.

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

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

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

E. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and 2 C.F.R. 200.305, Payment.

F. PROGRAM INCOME

Subrecipient may reapply Program Income, excluding interest income, for eligible program activities. The amount of Program Income and its disposition must be reported to DEO on the monthly financial status reports and at the time of submission of the final close-out report.

G. INSURANCE

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

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

H. MONITORING

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

(2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.

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

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**FFY 2017 CSBG AGREEMENT
ATTACHMENT C
REPORTS**

A. ANNUAL REPORTS

- (1) Close-out Report: The CSBG Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the CSBG Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.
- (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.
- (3) CSBG Information System Survey: Subrecipient shall complete and submit the CSBG Information System Survey on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (4) Community Action Plan: Subrecipient shall submit its completed Community Action Plan on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (5) Organizational Standards Field Guide: Subrecipient shall submit its completed Organizational Standards Field Guide and any requested supporting documentation on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

B. QUARTERLY REPORTS:

The CSBG Quarterly Florida Outcomes for Community Action Systems (FOCAS) Report shall be provided to DEO no later than twenty-one calendar days following the end of the quarter. For the purposes of this Agreement, the ending dates of the quarters are December 31, March 31, June 30 and September 30. In the event the twenty-first calendar day of the month falls on a weekend day or holiday, the Quarterly FOCAS Report shall be due the next business day.

C. MONTHLY REPORTS:

The CSBG Monthly Financial Status Report shall be provided to DEO no later than the twenty-first day

of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the report regardless of whether funds were expended. Reimbursement of expenditures shall be based on this report. Only with prior approval by DEO, will more than one reimbursement be processed for any calendar month. 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 the next business day.

(1) Each Monthly Financial Status Report shall contain the following information, at a minimum:

- (a) all expenditures that occurred during the reporting month;
- (b) the amount of reimbursement requested; and
- (c) the number of clients served; and

(2) 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 DEO upon request.

(3) DEO shall review each Monthly Financial Status Report for compliance with the requirements as stated in Attachment A of this Agreement.

D. BOARD MINUTES

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

E. MONITORING REPORT RESPONSES

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

F. COST ALLOCATION PLAN

Per title 2 C.F.R. section 200.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

G. INDIRECT COST RATE PROPOSAL

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 title 45 C.F.R. part 75), or a de minimis indirect cost rate as set forth in title 45 C.F.R. § 75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the de minimis rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

H. 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.

I. SUBMISSION

Unless otherwise noted, reports shall be submitted to DEO's Grant Manager designated in Paragraph (14) of this Agreement.

The remainder of this page is intentionally left blank.

**FFY 2017 CSBG 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, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
- 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 CSBG 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 CSBG 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 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 agrees to abide by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement.

D. CSBG Assurances

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

- (1) Subrecipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by Subrecipient's governing body, including all assurances contained herein.
- (2) Subrecipient will use CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the Agreement period will be returned to DEO with the close-out report.
- (3) Subrecipient will provide for coordination among anti-poverty programs in each community.

- (4) Subrecipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of Subrecipient, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of Subrecipient.
- (5) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. Subrecipient will notify DEO in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.
- (6) Subrecipient will give DEO, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any subcontractor.
- (7) Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; 42 U.S.C. § 9918(c), as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (8) Subrecipient will comply with 42 U.S.C. § 9918, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (9) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures at close out. Any amount in excess of this limit shall be refunded to DEO at time of Agreement close out.
- (10) If Secondary Administrative Expenses are requested, the following conditions must be met:
 - (a) Attachment J must document how these expenses will be used to support eligible CSBG activities.
 - (b) Subrecipient must submit form CSBG Secondary Administrative Expenses prior to execution of this Agreement, and the amounts therein must match the amounts in Attachment J to this Agreement.
 - (c) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.
 - (d) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.
 - (e) Only Subrecipient is eligible for these funds. Secondary administrative expenses may not be claimed or used by subcontractors.

- (f) All contracts and fiscal expense documentation related to the grant sources for which secondary administrative expense is claimed must be made available to DEO upon request.
 - (g) Audit costs, travel, and association dues are not allowable secondary administrative expenses.
 - (h) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.
- (11) This Agreement and all its Attachments, including budget data, are true and correct.
 - (12) In accordance with 42 U.S.C. § 9918(b), as amended, Subrecipient will prohibit any political activities by Subrecipient or employees in accordance with the Hatch Act restrictions on political activity.
 - (13) In accordance with 42 U.S.C. § 9908(b)(11), as amended, Subrecipient must provide DEO with a Community Action Plan using the most current DEO Community Action Plan template. The Community Action Plan must be supported by a community needs assessment for the community or communities served, and be consistent with form CSBG Annual Workplan. The community needs assessment must at a minimum include the following:
 - (a) Agency mission statement;
 - (b) Agency service delivery system;
 - (c) Linkages and funding coordination;
 - (d) Case management system; and
 - (e) List of services and programs, including National Performance Indicators.
 - (14) Subrecipient agrees to adhere to a provision of 42 U.S.C. § 9907(a)(1), as amended, and the FFY 2017 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this Agreement and not obligated by Subrecipient during the Agreement period will be returned to DEO at the time of close out. Any unobligated funds will be reallocated to Subrecipient during the next Federal fiscal year.
 - (15) Each Subrecipient receiving an allotment for a Federal fiscal year shall adhere to the Application and Plan assurances set forth in 42 U.S.C. § 9908, as amended.
 - (16) Subrecipient assures that this Agreement has been approved by Subrecipient's governing body by official action, and the signatory is duly authorized to sign the Agreement.
 - (17) Subrecipient shall have appropriate staff attend training sessions conducted by DEO.
 - (18) Subrecipient shall comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any

portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment. Subrecipient further agrees that this language will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars and zero cents (\$1,000.00) per day.

- (19) Direct Federal grants, subawards, or contracts funded through CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Subrecipients must take steps to separate, in time or location, their inherently religious activities from the services funded under the CSBG program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.
- (20) This award is subject to the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). The use of Federal funds from this Agreement constitutes Subrecipient's acceptance of these terms and conditions.

The remainder of this page is intentionally left blank.

**FFY 2017 CSBG 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 CSBG 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 the Subrecipient will not issue any subawards or subcontracts under this Agreement, the Subrecipient shall mark here that this Attachment G is Not Applicable: N/A .
- B. If the Subrecipient will issue subawards or subcontracts under this Agreement, the 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 Name)

Subrecipient's Name

By _____
Signature

Name & Title

DEO Agreement Number

Street Address

City, State, Zip

Date

FFY2017 CSBG 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 CSBG AGREEMENT

ATTACHMENT I

SUBRECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2017 AGREEMENT PERIOD: October 1, 2016 through March 31, 2018

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

- I. SUBRECIPIENT: Orange County AGREEMENT #: 17SB-0D-12-00-01-119
- II. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☒ Local Government
- III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: Orange

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Executive Director or Chief Administrator: Ajit Lalchandani

Address: 201 S. Rosalind Avenue City: Orlando, FL Zip: 32801
 Telephone: 407-836-7370 Fax: 407-836-7399
 Cell: _____ Email: Ajit.Lalchandani@ocfl.net
Mailing address if different from above

Mailing Address: _____ City: _____, FL Zip: _____

b. 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: Teresa.Jacobs@ocfl.net

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

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

Name: Commissioner Pete Clarke Title: Chairman
 Address*: 201 S. Rosalind Avenue City: Orlando, FL Zip: 32802
 Telephone: 407-836-7370 Fax: _____ Email: Pete.Clarke@ocfl.net

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

d. Official to Receive State Warrant:

Name: Martha O. Haynie Title: Orange County Comptroller
 Address: PO Box 38 City: Orlando, FL Zip: 32802

e. Subrecipient Contacts:

1. Program: Name: Sherry Paramore Title: Community Action Division Manager
 Address: 2100 E. Michigan Street, 2nd Floor City: Orlando, FL Zip: 32806
 Telephone: 407-836-7505 Fax: 407-836-7510
 Cell: _____ Email: Sherry.Paramore@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: _____ Email: Rachel.McCoy@ocfl.net

f. Person(s) authorized to sign reports:

Name: Sherry P. Paramore Title: Manager, Community Action Division
 Name: Yolanda S. Brown Title: Manager, Fiscal & HR Services
 Name: _____ Title: _____

g. Agency's FEID Number: 59-6000773h. Agency's DUNS Number: 064797251

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

**FFY 2017 CSBG AGREEMENT
ATTACHMENT J
BUDGET SUMMARY**

SUBRECIPIENT: Orange County

AGREEMENT: 17SB-0D-12-00-01-119

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY		BUDGETED AMOUNT
1	CSBG FUNDS	\$1,285,730.00
ADMINISTRATIVE		
2	SUBRECIPIENT (Salaries/Fringe, Rent, Utilities, Travel, Other)	\$149,496.00
3	SUBCONTRACTOR (Salaries/Fringe, Rent, Utilities, Travel, Other)	\$0.00
4	TOTAL ADMINISTRATIVE EXPENSES (Line 2 + Line 3)	\$149,496.00
5	ADMINISTRATIVE EXPENSE PERCENT: (Line 4 divided by Line 1) May not exceed 15% of the total funds listed on Line 1	11.627%
PROGRAM		
6	SUBRECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$786,229.00
7	SUBRECIPIENT OTHER EXPENSE (Salaries/Fringe, Rent, Utilities, Travel, Other)	\$350,005.00
8	SUBTOTAL SUBRECIPIENT PROGRAM EXPENSE (Line 6 + Line 7)	\$1,136,234.00
9	SUBCONTRACTOR DIRECT CLIENT ASSISTANCE EXPENSES	\$0.00
10	SUBCONTRACTOR OTHER PROGRAM EXPENSE (Salaries/Fringe, Rent, Utilities, Other)	\$0.00
11	SUBTOTAL SUBCONTRACTOR PROGRAM EXPENSE (Line 9 + Line 10)	\$0.00
12	TOTAL PROGRAM EXPENSE (Line 8 + Line 11)	\$1,136,234.00
13	SECONDARY ADMINISTRATIVE EXPENSE	\$0.00
14	GRAND TOTAL EXPENSE (Line 4 + Line 12 + Line 13)	\$1,285,730.00

Prior written approval from DEO's Agreement Manager is required for any change to any of the above line item amounts not exceeding 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 4) exceed 15% of the total subaward of this Agreement.

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

SUBRECIPIENT: Orange County

AGREEMENT: 17SB-0D-12-00-01-119

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 200.449 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Attachment B, Section E of this Agreement. Check the applicable box below (check only one).

☐

NO ADVANCE REQUESTED

☒

ADVANCE REQUESTED

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

Advance payment of \$49,783.47 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)	\$863,766.00	\$899,355.00	\$966,066.00	\$2,729,187.00
2 FIRST TWO MONTHS OF GRANT EXPENDITURES ¹	\$20,976.72	\$39,914.21	\$44,783.48	\$105,674.41
3 AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)	2.429%	4.438%	4.636%	3.872%

¹ The expenses for the first two months in which expenditures were reported need to be provided for the years you received a CSBG 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 OR 17% of the award, whichever is less.

HISTORICAL PERCENT FOR FIRST 2 MONTHS:

3.872%	x	\$1,285,730.00	=	\$49,783.47
Cell D3		CSBG Award		Historical Advance

17 % CALCULATION:

\$1,285,730.00	x	0.17	=	\$218,574.10
CSBG Award		Percent of Award		Maximum Advance