

WALK ON # 1

The attached documentation must be returned to Tallahassee by February 6, 2006.

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060087

ACTION REQUESTED/PURPOSE:

Approve and execute a contract to receive \$473,304 from the State of Florida Department of Community Affairs for the Low Income Home Energy Assistance Program (LIHEAP); approve budget amendment resolution.

2. WHAT ACTION ACCOMPLISHES:

Provides \$473,304 in grant funds for the Low Income Home Energy Assistance Program

3. MANAGEMENT RECOMMENDATION: Enter into a contract with Florida's Department of Community Affairs in order to receive LIHEAP funding.

4. Departmental Category: 05 WO # 1 5. Meeting Date: 01-31-2006

6. Agenda: <input type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input checked="" type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Human Services</u> Division _____ By: <u>Susan Oliver</u> Susan Oliver, Program Manager
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9. Background:

The State of Florida, Department of Community Affairs, has elected to renew a contract with Lee County Department of Human Services to administer the Low Income Home Energy Assistance Program (LIHEAP). The allocation for the FY 06-contract period is \$473,304. This grant does not require matching funds.

This program provides utility payments for low-income households with a utility obligation as well as those experiencing a home energy emergency. Department staff will review applications to determine eligibility in accordance with state guidelines. The program is available to low-income residents of Lee County with priority given to the elderly, persons with disabilities and households with small children.

Funds will be made available upon approval of the Budget Amendment Resolution.

Attachments: Contract (3 originals)
 Budget Amendment Resolution
 Grant At A Glance

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director	
					Analyst	Risk	Grants	Mgr.	
<u>[Signature]</u>	N/A	N/A	N/A	<u>[Signature]</u>	<u>RK 1/26</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
 BY CO. ATTY
1/25/06
4:00 PM
 CO. ATTY
 FORWARDED TO:
[Signature]
1-25-06

RECEIVED BY
 COUNTY ADMIN
1-25-06
4:00
 COUNTY ADMIN
 FORWARDED TO:
[Signature]
1/26/06
[Signature]

**MEMORANDUM
FROM
THE DEPARTMENT OF
HUMAN SERVICES**

DATE: January 24, 2006

TO: Lee County Board of County Commissioners

FROM: Susan Oliver 
Program Manager

RE: Walk-On Request

I am requesting that the attached blue sheet be walked on the next Board meeting. The accompanying documents must be returned to Tallahassee by February 6. I received these documents, today, on January 24. I appreciate your assistance.

RESOLUTION

Amending the General Fund #00100 Budget to incorporate unanticipated receipts into estimated Revenues and Appropriations for Fiscal Year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$473,304 of the additional revenue from the Low Income Home Energy Assistance Program (LIHEAP) Grant and an appropriation of a like amount for salaries and indigent rent and utilities;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$529,810,057
Additions		
11082500100.331621.9004	LIHEAP	\$473,304
Amended Total Estimated Revenues		\$530,283,361

APPROPRIATIONS

Prior Total:		\$529,810,057
Additions		
11082500100.501210.141	Salaries Full-Time Regular	\$11,430
11082500100.501210.146	Salaries Full-Time Regular	30,528
11082500100.508303.106	Indigent Rent and Utilities	431,346
Amended Total Appropriations		\$530,283,361

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 0825

2. Title of Grant: Low Income Home Energy Assistance Program (LIHEAP)

3. Amount of Award: \$ 473,304

4. Amount of Match Required: None

5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL [X] CFDA # 93.568 STATE [] CSFA #

7. Agency Contract Number: 06EA-3M-09-46-01-015

8. Contract Period: Begin Date: Date Signed End Date: 03/31/07

9. Name of Subrecipient(s) None

10. Business Unit(s): 11082500100

11. Scope of Grant: Grant provides home energy assistance to qualifying low income households through vendor payments.

12. Has this Grant been Funded Before? [X] YES [] NO If YES When? Last Several Years

13. Is Grant Funding Anticipated in Subsequent Years? [X] YES [] NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? [] YES [X] NO
If YES What is the Lee County Budget Impact:

Table with 3 columns: 1st Year, 2nd Year, 3rd Year; 4th Year, 5th Year

Check Box if Additional Information on Program and Budget Impact is provided in Comment Section on page 2 []

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Lee County Department of Human Services

2. Contacts:

Table with 2 columns: Name, Phone #. Rows: Program Mgr. Susan Oliver (239/533-7916), Fiscal Mgr. Barbara Hollis (239/533-7923)

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Florida Department of Community Affairs

2. Program Title/Division: Community Assistance Section

3. Agency Contact: Karen Ventimiglia, Community Program Administrator
4. Phone Number: 850/488-7541
5. Mailing Address: 2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

1. Original Funding
Source: U.S. Department of Health and Human Services
(name of agency where funding originated from)

Pass Through Agency: Florida Department of Community Affairs
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT---then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).

3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

Empty box for comments and instructions.

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
FEDERALLY FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to sub-grant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A and Budget Summary and Workplan, Attachment J of this Agreement.

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution of both parties or March 1, 2006 whichever is earlier, and shall end March 31, 2007, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

(4) MODIFICATION OF AGREEMENT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPNG

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal -property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A and Budget Summary and Workplan, Attachment J of this Agreement and all other applicable laws and regulations and shall ensure through contractual requirements that subcontractors or consultants paid from funds provided under this agreement maintain records in identical form, to be made available to the Department upon request.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal

awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. 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 the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 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 the Recipient expends less than \$500,000 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 audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following: The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(an electronic copy shall also be submitted to the above office)

and

Department of Community Affairs
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the 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 the Department at each of the following addresses:

Department of Community Affairs
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(an electronic copy shall also be submitted to the above office)

and

Department of Community Affairs
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department 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.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the

reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Scope of Work, Attachment A and Budget Summary and Workplan, Attachment J of this

Agreement.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment C.

(8) **MONITORING**

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the agreement term to ensure timely completion of all tasks.

(9) **LIABILITY**

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this

agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat, agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall 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.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement

(11) **REMEDIES**

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from

pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either

by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement

(b) The name and address of the Department contract manager for this Agreement is:

Karen Ventimiglia, Community Program Administrator
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488

Email: Karen.ventimiglia@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is stated in Recipient Information, Attachment I of this Agreement.

(d) In the event that 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 rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that:

- (i) the subcontractor is bound by the terms of this Agreement,
- (ii) the subcontractor is bound by all applicable state and federal laws and regulations,
- (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each sub agreement, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments 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 hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

- A. Scope of Work
- B. Program Statutes and Regulations
- C. Reports
- D. Property Management and Procurement
- E. Statement of Assurances
- F. Special Conditions
- G. Warranties and Representations
- H. Certification regarding Debarment
- I. Recipient Information I
- J. Budget Summary and Workplan
- K. Budget Detail
- L. Multi-County Fund Distribution
- M. Justification of Advance Payment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$473,304, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in amount not to exceed \$298,182 until further notification is received from the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accompanied by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient contact person

identified in Attachment I, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipients receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat. and is contingent upon the Recipients acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the agreement term. For a federally funded agreement, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 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 M. Attachment M will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. No advance payment is requested.
2. An advance payment of \$_____ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work, Attachment A and Budget Summary and Workplan, Attachment J of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla Stat. if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 month from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat. and made or received by the Recipient in conjunction with this Agreement

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the agreement amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")] The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such boards shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.

2. 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub agreements, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each 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 THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient 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. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT

BY: _____

Name and title: _____

Date: _____

59-6000702

(Federal Identification Number)

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

BY: _____

Kimball Love, Director
Division of Housing and Community
Development

Date: _____

EXHIBIT - 1

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

Federal Program: United States Department of Health and Human Services Title:
Low Income Home Energy Assistance Program (LIHEAP)
CFDA* Number: 93.568

*Catalog of Federal Domestic Assistance

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

Federal Program:
List applicable compliance requirements as follows:

- 1. Purposes resources must be used for:**
The Recipient will use the LIHEAP funds to provide energy payment assistance to low income consumers. These funds will be expended in accordance with the Scope of Work, Attachment A, Program Statutes and Regulations, Attachment B, Budget Summary and Workplan; Attachment J, and applicable OMB Circulars.
- 2. Eligibility requirements for recipients of the resources:**
The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in:
Title 45 of the Code of Federal Regulations, Part 96 — Block Grants, and
Title 31 of the Code of Federal Regulations, Part 205 — Cash Management Improvement Act of 1990.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number. N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of Federal Domestic Assistance title and number. N/A

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

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

The Recipient shall, or will ensure through subcontracts that subcontractors shall, utilize the funds provided under this Agreement to:

- A. Conduct outreach activities designed to ensure that eligible households, especially households with elderly individuals or disabled individuals, or both, are made aware of the assistance available under this Agreement.
- B. The Recipient shall develop a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in their service area. The Memorandum of Understanding shall detail cooperative efforts and shall describe the actions that will be taken by both parties to assure the coordination, partnership and referrals. The Recipient in coordination with the local WAP agency shall develop a system by which LIHEAP recipients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider.
- C. Make home visits or conduct telephone interviews to home-bound clients, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
- D. Make LIHEAP home energy assistance payments based on a state-provided payment matrix and worksheet. The payment amount is based on the household's income level as compared to the national poverty guidelines. This takes into account both gross income and family size –the lower the income, the higher the benefit level.
- E. Make vendor payments directly to fuel providers or recipients on behalf of eligible clients, or instances where vendor agreements cannot be negotiated, make payments directly to clients in the form of a one or two party check.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

- F. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the maximum per household and maximum per item limits set by the Department.
- G. Establish Memoranda of Understanding (MOU) with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants.
- H. Check LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) to avoid duplicate crisis assistance payments during the same heating or cooling season.
- I. When the applicant is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.
- J. When the applicant is in a life threatening situation, take actions that will resolve an emergency situation within 18 hours of the application approval for a crisis benefit.
- K. Make home energy payments within 45 days of the date all requested information is received.
- L. The Recipient will, within 15 working days of receiving the client's application, furnish in writing to all applicants a Notice of Approval which includes the type and amount of assistance to be paid on their behalf or a Notice of Denial which includes appeal information.
- M. Maintain a separate record for each LIHEAP client that includes at least the following data:
 - 1. Client's name, address, sex, age;
 - 2. Household demographics;
 - 3. Income amount and method of verification;

**LIHEAP
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SCOPE OF WORK**

4. Income Documentation to support eligibility;
5. Statement of self-declaration of Income if applicable;
6. Date client was interviewed;
7. Services provided;
8. Copies of approval or denial letters provided to the client;

All LIHEAP assistance applications must be signed by the client and by the Recipient's representative.

- N. Recipients are required to have written applicant appeal procedures. Any applicant denied LIHEAP services must be provided a written notice of the denial which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the client may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must be posted in a prominent place within the office where it is on view for all applicants.
- O. The Recipient will make payments to those applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such households that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
- P. Recipients serving multi-county areas must provide the Department with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

- Q. When LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an applicant, the Recipient will assist the applicant to secure help through other community resources.
- R. The Recipient shall agree to treat owners and renters equitably under the agreement.
- S. The Recipient shall be responsible for entering into written agreements with home energy suppliers which include all of the following requirements:
- (1) Provisions to assure that no household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
 - (2) Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - (3) Only energy related elements of a utility bill are to be paid. In no instance may water or sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the client.
 - (4) The Recipient or subcontractor shall make vendors aware that when the benefit amount to the client do not pay for the complete charges owed by a client, that the client is responsible for the remaining amount owed.
- T. The Recipient will be responsible for determining the eligibility of the clients applying for the LIHEAP program and its crisis components. Client eligibility is based on the following factors:
- (1) The Recipient may only assist households who are or were residing in their LIHEAP Service area at the time the home energy costs were incurred.
 - (2) The client must complete an application and return all required information and verification to the Recipient or subcontractor while funds remain available.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

- (3) The client must provide a fuel bill for home energy or provide other documentation verifying an obligation to pay for home energy costs.
- (4) The client must have a total household income of not more than 150% of the current OMB federal poverty level for their household's size.
- (5) Applicants receiving Food Stamps or have applied for and are currently eligible for Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for LIHEAP, however, the benefit levels are the same as other qualified applicants.
- (6) The applicant must have a verifiable home energy crisis (crisis component).
- (7) The applicant must not live in government subsidized housing projects where home heating and cooling costs are totally included in their rent and they have no obligation to pay any portion of the home heating and cooling costs.
- (8) The client must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
- (9) The client must not be a student living in a dormitory.

U. OTHER SPECIAL REQUIREMENTS

- (1) The Recipient shall ensure that no person shall be excluded from participation in any activity of the program on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.
- (2) The Recipient will define what criteria and verification will be used in its local area to determine if a household is in danger of losing home energy. These criteria must be set in a manner to encourage households to seek assistance prior to incurring non-energy

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

penalties such as disconnect/reconnect fees, additional deposit, interest or late payment penalties, etc.

- (3) The Recipient will not charge applicants a fee or accept donations from an applicant to provide LIHEAP benefits.
- (4) The Recipient will be in a location and operate during hours available to clients.
- (5) The Recipient will refund, with non-federal funds, to the Department, all funds incorrectly paid on behalf of clients that cannot be collected from the client
- (6) The Recipient will have appropriate staff attend training sessions, as scheduled by the Department to cover LIHEAP policies and procedures.
- (7) The Recipient will furnish training for all staff members assigned responsibilities for the program.
- (8) The Recipient will add information such as the Recipient's name, address, and times of operation to the forms provided by the Department or similar Recipient-developed forms and duplicate as needed.
- (9) The Recipient will provide information to local media and agencies in contact with low-income individuals announcing the beginning of both the crisis program component and the heating and cooling assistance program with information stating how, where, and when to apply, as well as the benefits available and eligibility criteria.
- (10) The Recipient will take applications when it has a signed Agreement and adequate funding, and continue taking applications until the Agreement expires or funds are exhausted.
- (11) The Recipient must have adequate procedures in place to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
- (12) The Recipient will operate both program components in a manner that makes them

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

available to all potentially eligible clients in their service area.

- (13) The Recipient will secure and maintain an internet computer service and notify the Department of their e-mail address.
- (14) The Recipient will post the following notice in a conspicuous place at all points where LIHEAP applications are received:

No Money, cash or checks, will be requested or received from customers in a LIHEAP provider's office. If an employee of such an office asks for money, report this to the agency Executive Director or Department Head.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Common Rule, 45 CFR Part 74, 76 and 92, or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2. 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 LIHEAP Manual. 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 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance Subpart F.
5. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services (HHS) effectuation of Title VI of the Civil Rights Act of 1964.
6. Part 81 - Practice and procedure for hearings under Part 80 of this title.
7. When the applicant is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.
8. Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.

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ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

9. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance
10. Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
11. Part 93 - New restrictions on lobbying
12. Part 96 - Block Grants
13. Consolidation of grants to the insular areas

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

The Recipient assures, as stated in Section 508 of Public Law 103-333, that all 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 recipients 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 non-governmental sources.

C. INTEREST FROM CASH ADVANCES

Subcontractors shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and section .22 of OMB Circular A-110 as revised. Subcontractors shall maintain advances of Federal funds in interest-bearing accounts unless (1), (2), or (3) apply:

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

NON-PROFITS ONLY:

1. The Recipient or subcontractor receives less than \$120,000 in Federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out report.

LOCAL GOVERNMENTS ONLY:

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses.

D. PROGRAM INCOME

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

E. MODIFICATIONS

- (1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original Agreement.
- (2) Either party may request a modification to the provisions of this Agreement. Changes which are mutually agreed upon, with the exception of the items listed in (3) below, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

- (3) The line item budget, as given in Attachment J of this Agreement and reported on the quarterly financial status reports may not be altered without a written budget modification with the exceptions of the items listed below:
- (a) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. Each line item must meet all contractual budget requirements. For the purpose of transferring funds, the following are considered budget categories:
Administrative Expenses, Outreach Expenses and Direct Client Assistance.
 - (b) Any and all Administrative Expenses and Outreach Expenses may be transferred to any Direct Client Assistance line item without additional written authorization. Each line item must meet all contractual budget requirements.
 - (c) A letter of explanation and a revised budget summary and workplan page must be provided to the Department for any line item changes prior to the submission of a financial status report in which the changes are implemented. This is not a formal modification, but will provide the Department with advance notice and a description of information concerning your budget revisions.
 - (d) None of the budget transfers may violate this Agreement or OMB Circulars A-110, Common Rule, A-121 or A-87. Your information will be reviewed by the Department for compliance with these circulars.
- (4) All requests for formal modifications must be submitted to the Department for approval in writing at least thirty (30) days prior to the anticipated implementation date. The Recipient must use a LIHEAP modification package, approved by the Department, which includes an amended budget summary and workplan page and amended budget detail page.
- (5) Only unobligated funds may be transferred from one line item to another line item.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

F. BONDING

- (1) **Non-Profit Organizations:** The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient 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 or agent up to an amount equal to at least one-half of the total LIHEAP agreement amount.
- (2) **Local Governments:** The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

G. MONITORING

- (1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.
- (2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

H. OTHER PROVISIONS

- (1) The Recipient must budget a minimum of twenty-five (25) percent of the total Agreement funds for Home Energy Assistance.
- (2) The Recipient must budget a minimum of two (2) percent of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

declared by the President, the Governor or the Secretary of the Department as he/she deems necessary. In the event of an emergency being officially declared, if the Recipient or the Department finds that two percent of the budget is not sufficient to meet the emergency, the Recipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. After December 15, if no emergency has been declared, the Recipient may allocate these funds to the crisis or the home energy category of the program without additional written authorization from the Department. When funds are distributed for a weather-related/supply shortage emergency, the Department will provide binding directives as to the allowable expenditures of the funds. The Recipient will comply with these directives or agree that these funds will remain with the Department.

- (3) In addition to the recording keeping and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of the Recipient.
- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, the Recipient shall cooperate with, and upon written request, participate with the Department in the hearing.
 - A. As applicable, Recipient's performance under this Agreement shall be subject to the Common Rule, 45 CFR Part 74, 76 and 92 or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

- B. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
- (1) If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
 - (3) Records relating to real property acquisition shall be retained for three years after closing of title.
- C. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.
- D. The Recipient, its employees or agents, including all sub-recipients or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

**LIHEAP
ATTACHMENT C
REPORTS**

- A. **Annual reports** - Within 45 days after the end of the agreement the Recipient shall submit a LIHEAP Close-out Report, including the LIHEAP Final Financial Report, a refund check for any unspent funds, and the LIHEAP Final Program Report.
- B. **Monthly reports** - The LIHEAP Monthly Financial Status Report must be provided to the Department by no later than the twenty-first (21st) of each month following the end of the reporting month in which funds were expended.
- C. **Quarterly Reports** - For each county the Recipient serves, the LIHEAP Household Quarterly Program Report must be provided to the Department by no later than the twenty-first (21st) of the month following the end of the last month of the quarterly reporting period.
- The first quarterly report shall include copies of all Memorandum of Understandings between the Recipient and the Weatherization Assistance Program provider in their area as required in Attachment A, Section V (15).**
- D. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified above in this section.

The reports shall be submitted to:

Ms. Hilda Frazier, Manager

Florida Department of Community Affairs

Division of Housing & Community Development

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

**LIHEAP
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT**

- A. All such property purchased under this Agreement shall be inventoried annually and an inventory report shall be submitted to the Department as part of the close-out report.
- B. All property purchased under this Agreement shall be listed on the property records of the Recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- C. Title (Ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the Department upon completion or termination of the Agreement

The Recipient agrees to 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
- D. The Recipient agrees to 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.

**LIHEAP
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 Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the Recipient, 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. The Recipient 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 s. 112.061, Florida Statutes.

C. Nepotism

The Recipient agrees to abide by the provisions of s. 112.3135, Fla. Stat., pertaining to nepotism in their performance under this Agreement

D. LIHEAP Assurances

The Recipient hereby assures and certifies as a condition of receipt of Low Income Home Energy Assistance Program 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 LIHEAP funds, the Recipient assures and certifies that

- (1) The Recipient possesses the legal authority to administer the program as approved by the Recipient's governing body, including all assurances contained herein.

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

- (2) The Recipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of the agency.
- (3) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- (4) The Recipient will give the Department, the Auditor General or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- (5) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (6) The Recipient will comply with section 680 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (7) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (8) The Recipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (9) Administration of this program has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- (10) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Recipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. a published and publicized local outreach office number when the outreach office is open a minimum of 40 hours per week, or toll-free telephone number.

**LIHEAP
ATTACHMENT F
SPECIAL CONDITIONS**

A. The Recipient and its sub-recipients shall comply with the following special conditions:

NONE

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

**LIHEAP
ATTACHMENT G
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application 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. Recipient shall adequately safeguard all such 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 should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient 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 objective 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. Awards shall *be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered.* Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. 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 herein, has a financial or other interest in the firm selected for an award.* The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**LIHEAP
ATTACHMENT G
WARRANTIES AND REPRESENTATIONS**

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 pm. Monday through Friday except for legal holidays.

Licensing and Permitting

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

**ATTACHMENT H
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

NOT APPLICABLE

- (1) The prospective contractor of the Recipient, _____, 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 the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

**ATTACHMENT J
LIHEAP
BUDGET SUMMARY AND WORKPLAN**

NAME OF RECIPIENT: Lee County board of County Commissioners

I. BUDGET SUMMARY

LIHEAP FUNDS ONLY	BUDGETED AMOUNT
1. LIHEAP FUNDS (No Leveraging Funds)	\$473,304
ADMINISTRATIVE EXPENSES	
2. (Salaries including Fringe, Rent, Utilities, Travel, Other) (Total cannot exceed 8% of Line 1)	\$22,158
OUTREACH EXPENSES	
3. (Salaries including Fringe, Rent, Utilities, Travel, Other) (Total cannot exceed 15% of the difference between Line 1 and Line 2.	\$19,800
DIRECT CLIENT ASSISTANCE	
4. Home Energy Assistance (Must be at least 25% of Line 1)	\$118,326
5. Crisis Assistance	\$303,553
6. Weather Related/Supply Shortage (Must be at least 2% of Line 1)	\$9,467
7. TOTAL DIRECT CLIENT ASSISTANCE (LINES 4+ 5 + 6)	\$431,346
LEVERAGING FUNDS ONLY	
8. Home Energy Assistance	\$0
9. Crisis Assistance	\$0
10. TOTAL LEVERAGING (LINES 8+9)	\$0
11. GRAND TOTAL (Lines 2+3+7+10)	\$473,304

II. DIRECT CLIENT ASSISTANCE PLAN

Type of Assistance	Estimated # of Households to be Served	Estimated Cost Per Household	Estimated Expenditures (Col. 1 x Col. 2)
LIHEAP			
Home Energy	788	\$150	\$118,200
Crisis	1011	\$300	\$303,300
Weather Related/Supply Shortage	31	\$300	\$9,300
TOTAL	1830		\$430,800

**LIHEAP
ATTACHMENT K**

III. ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3)

Line Item Number	EXPENSES (Round up line items to dollars, do not use cents and round to 100's)	LIHEAP FUNDS
ADMINISTRATIVE EXPENSE		
2	Average Salaries (including fringe calculated at 38%)	
	Fiscal Support:	
	13 hours/week for 40 weeks @ avg. \$21.98 = \$11,430	
	FSS Administrative Support & Secondary Case Review:	
	Counselor/Admin Specialist/Program Manager	
	10 hours/week for 40 weeks @ 26.82 = \$10,728	
	TOTAL	\$22,158
OUTREACH		
3	Average Salaries (including fringe calculated at 38%)	
	Human Services Staff:	
	25 hours/week for 40 weeks @ avg. \$19,80 = \$19,800	
	TOTAL	19,800
DIRECT CLIENT ASSISTANCE		
4	Home Energy Assistance = \$118,326	
5	Crisis Assistance = \$303,553	
6	Weather Related Assistance = \$9,467	
	TOTAL	431,346
GRAND TOTAL		473,304

**LIHEAP
ATTACHMENT L
MULTI-COUNTY FUND DISTRIBUTION**

In the form below, describe upon what basis you plan to equitably allocate LIHEAP resources to each of the counties you serve. This plan must be at least in part based on the 150% poverty population of each county. Provide reasoning and numeric justification for distribution plan.

COUNTY	ALLOCATION	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY	BASIS FOR DISTRIBUTION/CALCULATION USED TO DETERMINE ALLOCATION
LEE	\$ 431,346	100%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
Total Budgeted Direct Client Assistance	\$ 431,346	100%	

* Allocation must be equal to Attachment J, Budget Summary and Workplan, Line 7.

