

FY2015 LIHEAP AGREEMENT

**Page numbers on the LIHEAP AGREEMENT are DEO
numbers and are not concurrent with the board
packet page numbers**

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

CFDA Number: 93.568

Agreement Number: 15EA-0F-12-00-04-005

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and Capital Area Community Action Agency, Inc, hereinafter referred to as "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and Recipient agree to the following:

(1) SCOPE OF WORK

Recipient shall perform the work in accordance with Attachment A, Scope of Work, to this Agreement.

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

Recipient 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 shall begin on April 1, 2015 and shall end on March 31, 2016, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either Party may request modification of the provisions of this Agreement. Except for Informal Modifications submitted in accordance with Attachment B, modifications of provisions of this Agreement shall only be valid when reduced to writing and duly signed by the Parties.

(5) AUDITS AND RECORDS

(a) Recipient's performance under this Agreement shall be subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), 2 CFR, Part 200" (hereinafter referred to as the "Super Circular"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Recipient shall be subject to Federal Acquisition Regulations, 31 CFR 31.2 and 48 CFR 931.2.

(b) Recipient 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 shall be retained until resolution of the audit findings through litigation or otherwise. Recipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

1. If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records shall be retained until all litigation and claims 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 it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
4. Any additional federal requirements identified in Attachment A, Scope of Work, of this Agreement.

(c) Recipient 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 and Attachment K to this Agreement as well as all other applicable laws and regulations.

(d) 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 shall have access to any of Recipient's Records for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Recipient 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) Recipient 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 shall be available at reasonable times for inspection, review, or audit by state personnel and other persons authorized by DEO. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Recipient's expenditures of state financial assistance and/or federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 to this Agreement, such audit shall comply with all applicable requirements of Exhibit 1 to this Agreement and section 215.97, F.S., or 2 CFR part 200, subpart F, as applicable, and Recipient shall ensure that all related party transactions are disclosed to the auditor.

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

(j) Recipient 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. The IPA shall state that the audit 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 CFR 200.512, Report Submission, are applicable to audits of federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement and applicable regulations, Recipient shall be held liable for reimbursement to DEO. Such reimbursement shall be sent to DEO, by Recipient, within thirty calendar days after DEO has notified Recipient of such non-compliance.

(m) Within sixty calendar days of the close of Recipient's fiscal year, on an annual basis, Recipient 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. Recipient'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 Recipient.

(6) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS:

(a) In addition to Recipients' responsibility to directly respond to each request it receives for records made or received by Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Recipient 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) Recipient shall allow public access to all documents, papers, letters or other materials made or received by Recipient 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 Recipient in conjunction with this Agreement, Recipient 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., Recipient 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 Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Recipient is a "contractor" as defined in s. 119.0701(1)(a), F.S., Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(e) Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Recipient'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. Recipient 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.

(f) Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Recipient submits to DEO under this Agreement may constitute public records under Florida Statutes. Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(g) If Recipient 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 Recipient 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 Recipient's waiver of a claim of exemption.

(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 Recipient to:

1. Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during this Agreement term; and,
2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

(c) If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(8) REPORTS

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

(9) MONITORING

(a) To ensure that the Scope of Work and other performance goals are being achieved, Recipient 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 not be limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Recipient, and all subrecipients, agree to comply with the most recent monitoring 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 Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by DEO regarding such review.

(d) Recipient further agrees to 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 Recipient throughout the Agreement term to ensure timely completion of all tasks.

(10) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

(a) Unless Recipient is a state agency or subdivision, as defined in section 768.28, F.S., Recipient shall be 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 Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to 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 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.

(b) For purposes of this Agreement, Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Recipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Recipient shall not represent to others that, as Recipient, it has the authority to bind DEO unless specifically authorized to do so. Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be 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 Recipient's compensation hereunder. Recipient 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. Recipient 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. Recipient, 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 Recipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Recipient 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 Recipient at any time during the term of this Agreement, and Recipient 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 Recipient 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 Recipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, if Recipient 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:
 1. Request additional information from Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. Advise Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
 4. Require Recipient 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 keep DEO from pursuing any other remedies 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 Recipient, 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 Recipient.

(13) TERMINATION

(a) DEO may terminate this Agreement for cause with thirty calendar days written notice. Cause includes 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 Recipient 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. Recipient 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 Recipient with thirty calendar days prior written notice. Recipient 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. Recipient shall not be entitled to recover any cancellation charges.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. 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, Recipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Recipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Recipient 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 Recipient's breach, such termination shall not relieve Recipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Recipient for the purpose of set-off until the exact amount of damages due DEO from Recipient is determined.

(14) NOTICE AND CONTACT

(a) All notices provided by Recipient 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:

Melissa Kopaczewski, 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: melissa.kopaczewski@deo.myflorida.com
Phone: 850-717-8459

(c) The name and address of Recipient's Representative responsible for the administration of this Agreement is stated in 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 provided as stated in Subparagraph (14)(a), above.

(15) SUBCONTRACTS

(a) Recipient 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:

1. Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements of Paragraph (5), AUDITS AND RECORDS.
2. Subcontractor is bound by all applicable state and federal laws and regulations;
3. Subcontractor shall indemnify and hold DEO 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 by law; and
4. Subcontractor shall disclose to Recipient 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, Recipient 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, Recipient shall submit to DEO the completed Attachment G to this Agreement.

(16) TERMS AND CONDITIONS

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

(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 (check all that are applicable):

- Exhibit 1 - Audit Requirements
- Exhibit 1-A – Funding Sources
- Exhibit 2 – Audit Compliance Certification
- Exhibit 3 – Federal Requirements
- 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 - Recipient Information
- Attachment J - Budget Summary, Workplan and Deliverables
- Attachment K – Budget Detail
- Attachment L – Multi-County Fund Distribution
- Attachment M - Justification of Advance Payment

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$1,863,797.00, subject to the availability of funds and appropriate budget authority. Until DEO provides further notice to Recipient's contact person identified in Attachment I, however, Recipient is only authorized to incur costs in an amount not to exceed \$972,902.00. Upon receipt of written notice from DEO authorizing additional costs to be incurred, changes to the costs Recipient may incur must be accomplished using the Informal Modification process identified in Attachment B. The terms of this Agreement shall be considered to have been modified to allow Recipient to incur additional costs upon Recipient's receipt of the written notice from DEO.

(b) 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 Recipient within the first three months of the term of this

Agreement. Any advance payment is also subject to the Super Circular 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.

(c) Recipient must 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 Recipient has not expended an amount equal to the initial advance by the end of the first three months of the term of this Agreement, Recipient shall submit a written explanation to DEO.

(d) After the initial advance, if any, payment shall be made on a cost-reimbursement basis.

(e) 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 Budgeting, 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 Recipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

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

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

(h) Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient 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, Recipient shall pay to DEO a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Recipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Recipient under this Agreement or any other Agreement between Recipient 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 Recipient and

any State entity, Recipient 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 Recipient 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 Recipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.

(b) Recipient agrees that 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) Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. section 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 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 Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

(j) Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Recipient'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. section 10a, 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. Recipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Recipient shall provide any type of information the Inspector General deems relevant to Recipient's integrity or responsibility. Such information may include, but shall not be limited to, Recipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Recipient 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://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

(m) Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Recipient's compliance with the terms of this or any other agreement between Recipient and the State which results in the suspension or debarment of Recipient. 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. Recipient shall not be responsible for any costs of investigations that do not result in Recipient'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. Recipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Recipient been convicted of a Public Entity Crime. Recipient agrees

that it shall not violate such law and further acknowledges and agrees that 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., Recipient 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 Recipient'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 Recipient 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 [Recipient'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" shall appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

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

2. Convicted Vendors: Recipient 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.

3. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Recipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

a. Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Recipient is found to have submitted a false certification or if Recipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

b. If DEO determines that Recipient has submitted a false certification, DEO will provide written notice to Recipient. Unless Recipient 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 Recipient. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be

imposed on Recipient, and Recipient 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 Recipient.

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

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

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

(r) Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Recipient 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 Recipient 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 CFR part 93).

(b) Recipient 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 Recipient, 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, Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

(d) Recipient shall comply with the requirements of Section 1352, Title 31, U.S.C. and require all subrecipients of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with Section 1352, Title 31, U.S.C.. In addition, Recipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Recipient 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 \$10,000 and not more than \$100,000 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 Recipient to the State of Florida.

(a) If Recipient has a pre-existing patent or copyright, Recipient 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, Recipient 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, Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, Recipient 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. 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. 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) Recipient 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. Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Recipient must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Recipient (and each

subcontractor) in a written statement to DEO's Grant Manager. Thereafter, Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

This duty of disclosure applies to Recipient'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

Recipient 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, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), 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 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) Recipient agrees to 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 executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

RECIPIENT

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Capital Area Community Action Agency, Inc.

(Type Legal Name of Recipient)

By: _____



Tim Center, Executive Director

(Type Name and Title Here)

William B. Killingsworth, Director
Division of Community Development

Date: _____



59-1117362
Federal Identification Number

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

803636950
DUNS* Number

Office of the General Counsel
Department of Economic Opportunity

*Data Universal Numbering System

By: _____

Approved Date: _____

**FY 2015 LIHEAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to 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. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at:
<http://harvester.census.gov/sac/sainfo.html>.

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:

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

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:

<http://harvester.census.gov/fac/collect/ddeindex.html>
 - 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. 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. 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.

**FY 2015 LIHEAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES**

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

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number, and amount*):

Federal Program: Low-Income Home Energy Assistance Program

Federal Agency: U.S. Department of Health and Human Services

Federal Identifier: G-12B2FLCOSR

Catalog of Federal Domestic Assistance Title: Low-Income Home Energy Assistance Program

Catalog of Federal Domestic Assistance Number: 93.568

Recipient: Capital Area Community Action Agency, Inc

Award Amount: \$1,863,797.00

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

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for):* Recipient shall use the LIHEAP funds to provide energy payment assistance to eligible consumers with low income. These funds will be expended in accordance with all attachments to this Agreement, applicable OMB Circulars, and the FY 2015 LIHEAP State Plan.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources):* Recipient shall comply with applicable OMB Circulars and eligibility requirements as set forth in the 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 RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

MATCHING RESOURCES FOR FEDERAL PROGRAMS: None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES: None

State Project: None

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: None

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 2 be provided to Recipient.

FY 2015 LIHEAP AGREEMENT
EXHIBIT 2
AUDIT COMPLIANCE CERTIFICATION

Recipient Name: Capital Area Community Action Agency, Inc.
FEIN: 59-1117362 Recipient's Fiscal Year: October - September
Contact Person Name and Phone Number: Cynthia Valencic, (850) 222-2043, Ext. 108
Contact Person Email Address: cynthia.valencic@cacaainc.org

1. DID RECIPIENT 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 CONTRACTOR AND THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO)? YES X NO

IF THE ABOVE ANSWER IS YES, ALSO ANSWER THE FOLLOWING BEFORE PROCEEDING TO ITEM 2:

DID RECIPIENT EXPEND \$500,000 OR MORE OF STATE FINANCIAL ASSISTANCE (FROM DEO AND ALL OTHER SOURCES OF STATE FINANCIAL ASSISTANCE COMBINED) DURING ITS FISCAL YEAR? YES X NO

IF YES, RECIPIENT CERTIFIES THAT IT WILL TIMELY COMPLY WITH ALL APPLICABLE STATE SINGLE OR PROJECT-SPECIFIC AUDIT REQUIREMENTS OF SECTION 215.97, FLORIDA STATUTES, AND THE APPLICABLE RULES OF THE DEPARTMENT OF FINANCIAL SERVICES AND THE AUDITOR GENERAL.

2. DID RECIPIENT 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 RECIPIENT AND DEO? X YES NO

IF THE ABOVE ANSWER IS YES, ALSO ANSWER THE FOLLOWING BEFORE PROCEEDING TO EXECUTION OF THIS CERTIFICATION:

DID RECIPIENT EXPEND \$750,000 OR MORE IN FEDERAL AWARDS (FROM DEO AND ALL OTHER SOURCES OF FEDERAL AWARDS COMBINED) DURING ITS FISCAL YEAR?
 X YES NO

IF YES, RECIPIENT CERTIFIES THAT IT WILL TIMELY COMPLY WITH ALL APPLICABLE SINGLE OR PROGRAM-SPECIFIC AUDIT REQUIREMENTS OF 2 CFR, PART 200, SUBPART F.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Tim Center
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

**FY 2015 LIHEAP AGREEMENT
EXHIBIT 3
SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

Criteria	Required Federal Award Identification Information	SUBRECIPIENT INFORMATION	
2 CFR 200.331 (a)(1)	(i)	Subrecipient name (which must match registered name in DUNS);	Capital Area Community Action Agency, Inc
	(ii)	Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS) number);	803636950
	(iii)	Federal Award Identification Number (FAIN);	G-12B2FLCOSR
	(iv)	Federal Award Date (see § 200.39 Federal award date);	January 21, 2015
	(v)	Subaward Period of Performance Start and End Date;	March 1, 2015 through March 31, 2016
	(vi)	Amount of Federal Funds Obligated by this action;	\$1,863,797.00
	(vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$1,863,797.00
	(viii)	Total Amount of the Federal Award;	\$69,338,313
	(ix)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Home energy assistance to low income households
	(x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	Federal Awarding Agency: U.S. Department of Health and Human Services; Pass Through Entity: Florida Department of Economic Opportunity Contact: Paula Lemmo, 850-717- 8450
	(xi)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.568, Low Income Home Energy Assistance Program; See Exhibit 1-A
	(xii)	Identification of whether the award is R&D; and	No
	(xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs).	Yes, See Attachment K

2 CFR 200.331 (a)(2)		All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, See Attachments A, B and C
2 CFR 200.331 (a)(3)		Any additional requirements that the pass-through entity imposes on the subrecipient in order for the passthrough entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.	Yes, See Attachments A, B and C
2 CFR 200.331 (a)(4)		An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (b) of this Part.	Yes, See Attachments C and K
2 CFR 200.331 (a)(5)		A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§ 200.300 Statutory and national policy requirements through 200.309 Period of performance and Subpart F - Audit Requirements of this Part.	Yes, See Paragraph (5) of this Agreement
2 CFR 200.331 (a)(6)		Appropriate terms and conditions concerning closeout of the subaward.	Yes, See Attachment C

**FY 2015 LIHEAP AGREEMENT
ATTACHMENT A
SCOPE OF WORK**

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

A. Payment and Deliverables

Recipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Status Report as described in Attachment C, Reports. Reimbursement shall be made on a monthly basis for Deliverables accepted by DEO as having been successfully completed.

- (1) "Deliverables" are defined as
 - a. The expected total number of individuals with low income to be served as identified in Attachment J, Budget Summary, Workplan and Deliverables; and
 - b. Certification that Recipient operated during its regular business hours as identified in Attachment F, Warranties and Representations.
- (2) Deliverables shall be reported monthly on Recipient's Monthly Financial Status Report as described in Attachment C, Reports.
- (3) Successful completion of the Deliverables shall be determined by receipt by DEO of Recipient's Monthly Financial Status Report containing the certification required in Subparagraph A.(1)b. above.

B. Financial Consequences

- (1) DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Recipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) If Recipient fails to be open, and available, for services according to its regular business hours as identified in Attachment F, Warranties and Representations, outside weekends and holidays, Recipient shall pay to DEO financial consequences for such failure, unless DEO waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Recipient.
- (3) Recipient's failure shall result in an assessment of a financial consequence in the amount of \$10.00 per day Recipient failed to operate according to its regular business hours, up to a maximum of \$100.00.
- (4) Any amounts due under this financial consequence shall be paid by Recipient out of non-federal funds.

C. Definitions

- (1) Administrative expenses – costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
- (2) Applicant – A person or persons who has submitted or requested an application for services.
- (3) Application Date - The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Recipient's staff. This date shall not be changed.
- (4) Application Receipt – The date an Applicant first submits an application for assistance.
- (5) Client – An Applicant, household or customer whose application for assistance has been approved.
- (6) Crisis Assistance – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Recipient may provide up to two Crisis Assistance benefits per year.
 - a. A maximum of one summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April – September.
 - b. A maximum of one winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October – March.
 - c. May be used to pre-pay home energy usage:
 1. Client should be within seven (7) days of using the remaining balance of 'energy' pre-purchased, power is currently disconnected/shut off, or Client needs a deposit.
 2. The amount to be applied to the Client's pre-paid account must be based on the past 2 pre-paid amounts (average) up to the maximum of \$600 (or average of last 2 monthly home energy bills).
- (7) Eligible Actions – All applications for Crisis Assistance must be acted upon by Recipient with an Eligible Action taken to mediate the crisis within 18 hours of Application Receipt. Eligible Actions include:
 - a. Approval of application;
 - b. Denial of application pending further information;
 - c. Denial of application because Applicant is deemed ineligible;
 - d. Contact utility vendor to halt power disconnection or interruption in services; or
 - e. Written referral to, along with providing Applicant assistance in contacting, another agency if LIHEAP funding is not available or the Applicant is ineligible.
- (8) Home Energy Assistance – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Recipient must provide at least one Home Energy Assistance benefit per calendar year.
 - a. A Client may not receive more than one Home Energy Assistance benefit per calendar year.
 - b. The benefit is not contingent upon current or past due amounts, and can be used as a direct credit to the Client's account.
 - c. May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.
 - d. Must follow the current benefit payment matrix provided by DEO.

- (9) Home Energy Crisis – shall be defined as no access or being in immediate danger of losing access to needed home energy because of any of the following:
 - a. The Applicant’s home cooling or heating energy source has been cut off;
 - b. The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
 - c. The Applicant has received a notice indicating the energy source is delinquent or past due;
 - d. The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;
 - e. The Applicant has a bill or notice for which the due date has lapsed; or
 - f. The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.
- (10) Outreach Expenses - costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.
- (11) Reasonable Promptness – Means within fifteen (15) working days of Application Receipt.

D. Scope of Work/Program Tasks/Program Requirements

- (1) Recipient will administer the LIHEAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Recipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children and those with highest home energy burden are made aware of the assistance available under this Agreement.
- (3) Recipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.
- (4) Recipient must maintain the following written policies:
 - a. A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
 - b. A written policy to secure Applicants’ social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Recipient shall, in collecting Applicants’ social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
 - c. A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of Paragraph G of this Attachment A.

- d. A written policy on how to document and verify that an Applicant meets the definition of a Home Energy Crisis and is eligible for Crisis Assistance.
 - e. A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
 - f. A written policy for determining Applicant's eligibility for receiving benefits under the LIHEAP program.
 - g. A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Recipient shall post its appeal and complaint policy in a prominent place within Recipient's office viewable by all Applicants and Clients.
- (5) Recipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:
- a. Name of Applicant;
 - b. Date of Application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Recipient's benefit limits, if applicable;
 - f. Statement of appeals process;
 - g. Explanation of the circumstances under which the Applicant may reapply;
 - h. Explanation of the information or documentation needed for the Applicant to reapply;
 - i. Name, phone number, and address applicable to the appeal process; and
 - j. Number of days the Applicant has to file the appeal.
- (6) At a minimum, Recipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal or complaint with Recipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
- a. Upon receipt of a validly filed appeal or complaint, Recipient must respond in writing within ten (10) working days.
 - b. The Applicant or Client may appeal Recipient's first response by filing its objections to the response with Recipient's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response.
 - c. Upon receipt of a validly filed objection to the first response, Recipient must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.
- (7) Recipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home

energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.

- (8) Recipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in its service area. The MOU shall detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The MOU shall be reviewed and renewed at least every five years. Recipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP Clients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider. Recipient shall maintain records sufficient to document referrals.
- (9) Recipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The MOU shall be reviewed and renewed at least every five years. The MOU shall detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Recipient shall maintain records sufficient to document coordination.
- (10) Recipients serving multi-county areas must provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.
- (11) Recipient shall agree to treat owners and renters equitably under the Agreement.
- (12) Recipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. The following statements shall be posted in a prominent place visible to all Applicants and Clients: No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head.
- (13) Recipient shall be in a location and operate during hours available to Applicants and in accordance with the days and times as described in Attachment G, Warranties and Representations.
- (14) Recipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
- (15) Recipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHEAP policies and procedures.
- (16) Recipient shall furnish training for all staff members assigned responsibilities within the program.
- (17) Recipient shall be in a position to accept applications after execution of this Agreement, and adequate funding is provided. Recipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.

- (18) Recipient 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).
- (19) Recipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Recipient shall have a toll-free telephone number.

E. Client Services and Benefits

- (1) Recipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines. This takes into account gross income, family size, and household composition.
- (2) The following maximum benefits will be available to eligible Applicants:
 - a. One non-crisis Home Energy Benefit per twelve (12) month period;
 - b. One summer energy-related Crisis Assistance benefit between April 1 and September 30 each year; and
 - c. One winter energy-related Crisis Assistance benefit between October 1 and March 31 each year.
- (3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in its service area, Recipient may limit Crisis Assistance benefits to less than those stated in Paragraph E.(2) of this Attachment A, but not less than one Crisis Assistance benefit per year.
- (4) Recipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. The maximum crisis benefit is \$600.00 per Applicant per season.
- (5) When the Applicant is in a crisis situation (life threatening or non-life threatening), Recipient must take one or more Eligible Actions that will resolve the emergency situation within eighteen (18) hours of Application Receipt for a Crisis Assistance benefit, and document the Client file that the emergency was resolved within 18 hours.
- (6) For all approved applications, Recipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.
- (7) Recipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
 - a. Type and amount of assistance;
 - b. Name of the energy vendor to be paid on the Client's behalf;
 - c. The next date when the Client will be eligible to apply for further assistance; and
 - d. Recipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Recipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period, and maintain documentation sufficient to ensure compliance with this requirement.

- (9) Applicant eligibility shall be based on the following factors:
- a. Recipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
 - b. The Applicant must complete an application and return all required information and verification to Recipient or subcontractor.
 - c. The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
 - d. The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
 - e. To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in Paragraph C.6. of this Attachment A.
 - f. If the Applicant lives in government subsidized housing, Recipient must determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
 1. Recipient shall not provide assistance to an Applicant if Applicant's home heating and cooling costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
 2. For Crisis Assistance Only: If the Applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then Recipient must subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.
 3. For Home Energy Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Energy Assistance benefit with no deductions at the same level as other Applicants.
 - g. The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
 - h. The Applicant must not be a student living in a dormitory.
- (10) Calculation of income eligibility:
- a. Income qualification may be determined by one of the following processes:
 1. Total of the past 12 month's earnings for all occupants of the household; or,
 2. Most current past three month's earnings for all occupants of the household annualized by multiplying the amount of income received by four if the income is a continuous/annual source.
 - b. Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
 - c. Total household income cannot exceed the 150% poverty level.
 - e. If the Applicant claims that there is no household income, a self-certification is allowable.

- f. For Applicants receiving Supplemental Nutrition Assistance Program (SNAP) or Supplemental Security Income (SSI), program qualification approvals or notifications may be used to document household size and income.

F. Client Records

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

- (1) Client's name, address, sex, and age;
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Average annual home energy usage in kilowatt hours, and average annual home energy cost;
- (4) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (5) Signed Notice Regarding Collection of Social Security Numbers;
- (6) Income amount and method of verification for all household members;
- (7) Income documentation to support eligibility;
- (8) Signed statement of self-declaration of income, if applicable;
- (9) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (10) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (11) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
- (12) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides; and
- (13) A signed LIHEAP application with signatures of the Applicant, Recipient's representative, and supervisory staff.

G. Energy Vendor Relations

- (1) Unless special circumstances exist which permit Recipient to make a payment in the form of a two-party check made payable to the Client and the energy vendor, Recipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which shall at a minimum include:
 - a. The beginning and ending date of the Vendor Agreement.
 - b. The Recipient's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
 - c. The energy vendor's representative(s) authorized to resolve a crisis.

- d. A description of how Recipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.
 - e. Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
 - f. Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - g. A statement that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Recipient.
 - h. A statement that Recipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
 - i. A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
 - j. Details on how the energy vendor will assist Recipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
 - k. Recipient's commitment to make payment to the energy vendor no more than forty-five (45) calendar days from the Application Date.
 - l. A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Recipient or, with Recipient's approval, applied to another eligible Client's account.
- (2) The energy vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the energy vendor's name must be checked on SAMS at <https://www.sam.gov>. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
- (3) The Vendor Agreement shall be reviewed by both parties at least every two years.
- (4) The Vendor Agreement must be signed by upper level management of both Recipient and the energy vendor authorized to enter into such commitments.

**FY 2015 LIHEAP AGREEMENT
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Common Rule, 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 (also known as the "Super Circular"), 2 CFR, Part 200" (hereinafter referred to as the "Super Circular"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Recipient shall be subject to Federal Acquisition Regulations 31 CFR 31.2 and 48 CFR 931.2. 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 (HHS), 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 HHS programs or activities receiving Federal Financial Assistance;
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;
12. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement);

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

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all 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 nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Recipients shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and 2 CFR 200.305, Payment.

D. PROGRAM INCOME

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

E. INFORMAL MODIFICATIONS

No expenditure in excess of the amount funded under this Agreement at the time the expenditure is incurred shall be valid. Increases in funding are only valid by formal modification as described in Paragraph (4) of this Agreement; however, the Parties agree to allow Informal Modifications of Attachments I, J, K, and L in accordance with the following process:

- (1) Recipient must use a DEO-approved Informal Modification package.
- (2) In Attachments J and K, only unobligated funds may be transferred from one line item to another line item.
- (3) Except when an Informal Modification pertains to a weather-related modification, each modified line item must continue to meet all contractual minimum and maximum percentage budget requirements.
- (4) Any request for modification to increase or decrease any line item that is not submitted to DEO for approval thirty calendar days prior to the anticipated implementation date may result in reimbursement delays.
- (5) Recipient must submit to DEO a letter of explanation for the modifications made and a completed modification package, including Amended Attachments I, J, K, and L, as applicable. Attachment J must be signed by Recipient. Prior to the submission of a Financial Status Report in which the changes are implemented, Recipient must have received DEO's written approval of the proposed modifications.
- (6) Upon approval by DEO, Recipient's budget detail will be revised in DEO's electronic payment system.
- (7) None of the budget transfers may violate this Agreement or the Super Circular, and if Recipient is a for-profit entity, all budget transfers must comply with 31 C.F.R. Subpart 31.2 and 48 C.F.R. Subpart 931.2.

F. BONDING

- (1) Non-Profit Organizations: Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of 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 and agent up to an amount equal to at least

one-

half of the total LIHEAP agreement amount. Recipient shall submit documentation prior to execution of this Agreement.

- (2) Local Governments: Recipient 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 Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Recipient shall submit documentation prior to execution of this Agreement.

G. MONITORING

- (1) DEO shall conduct a full onsite review of Recipient at least once during each three-year period. Recipient 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 Recipient 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 Recipient or determination by DEO of Recipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Recipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

H. OTHER PROVISIONS

- (1) Recipient must budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.
- (2) Recipient must budget a minimum of two percent (2%) of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until November 1 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Recipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Recipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After November 1, if no emergency has been declared, DEO will release the funds and Recipient will allocate these funds to the crisis or home energy category of the program through a budget modification which can be completed following the Informal Modification process set out in Paragraph E of this Attachment B. Recipient shall comply with these directives or agree that these funds will remain with DEO.
- (3) In addition to the record keeping, public records, and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Recipient.

- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Recipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.
- (5) Recipient must maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

FY 2015 LIHEAP AGREEMENT
ATTACHMENT C
REPORTS

A. Annual reports

- (1) Close-out Report: The LIHEAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Recipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.
- (2) IRS Form 990: Recipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the federal single audit act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.

B. Quarterly Reports: For each county Recipient serves, the LIHEAP Household Quarterly Program Report must be provided to DEO no later than twenty-one calendar days following the end of the quarter. For the purposes of this contract, the ending dates of the quarters are June 30, September 30, December 31 and March 31. In the event the twenty-first calendar day of the month falls on a weekend day or holiday, the Quarterly Report shall be due no later than the next business day.

C. Monthly reports: The LIHEAP Monthly Financial Status Report must be provided to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Recipient 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 on the next business day.

- (1) Each Monthly Financial Status Report shall contain the following information:
 - a. All expenditures that occurred during the reporting month;
 - b. The amount of reimbursement requested;
 - c. The number of benefits provided; and
 - d. An attestation, signed by an authorized signatory, that Recipient was open and operating during its reported business hours.
- (2) All Monthly Financial Status Reports shall be signed and dated.
- (3) DEO shall review each Monthly Financial Status Report for compliance with the requirements as stated

in Attachment A of this Agreement.

- D. Monitoring Report Responses: Recipient 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 Recipient 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. Recipient may request an extension in writing for DEO's review and approval.
- E. Cost Allocation Plan: Per 2 CFR 200.405, Recipients are 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, Recipients must submit copies of their written Cost Allocation Plan to DEO with this Agreement.
- F. Indirect Cost Rate Proposal: Per 2 CFR 200.414, Recipients of federal awards are required to use an indirect cost rate. Recipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. This is the amount charged through indirect cost allocation plans approved by Recipient's cognizant federal agency or the 10% de-minimis rate as applied to Modified Total Direct Cost as allowed by the Super Circular. If Recipient chooses to use the de-minimis rate, Recipient shall make sure it is entitled to use that rate and include a statement to that effect.
- F. Other reports: Upon reasonable notice, Recipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.
- G. Unless otherwise noted, reports shall be submitted to the DEO Grant Manager as stated in Paragraph (14) of this Agreement.

**FY 2015 LIHEAP AGREEMENT
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT**

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, as provided in 2 CFR 200.313, Equipment, 2 CFR 200.314, Supplies, and the awarding federal agency's "Common Rule."

- A. All property purchased under this Agreement shall be inventoried annually and an inventory report shall be made available to DEO upon request.
- B. All property purchased under this Agreement shall be listed on the property records of 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 non-expendable property acquired with funds from this Agreement shall be vested in DEO upon completion or termination of the Agreement.
- D. 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.

**FY 2015 LIHEAP AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of 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. 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 section 112.061, F. S.

C. Nepotism

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

D. LIHEAP Assurances

Recipient hereby assures and certifies as a condition of receipt of LIHEAP 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, Recipient assures and certifies that:

- (1) Recipient possesses the legal authority to administer the program as approved by Recipient's governing body, including all assurances contained herein.
- (2) 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) Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- (4) Recipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- (5) Recipient will comply with all of the provisions and practices outlined in DEO's most current

monitoring manual.

- (6) 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.
- (7) 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.
- (8) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (9) Recipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (10) Administration of this program has been approved by Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- (11) 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 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. 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.
- (12) Recipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR part 76, subpart F, Sections 76.630(c) and (d)(2).

FY 2015 LIHEAP AGREEMENT
ATTACHMENT F
WARRANTIES AND REPRESENTATIONS

A. Financial Management

Recipient 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. Recipient 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 the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

B. Competition

Recipient warrants the following:

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) 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 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 Recipient, 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 Recipient. Any and all bids or offers may be rejected when it is in Recipient's interest to do so.

C. Codes of Conduct

Recipient warrants the following:

- (1) Recipient 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 Recipient 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 Recipient.

D. Business Hours

Recipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) (Monday) through (Friday), and from (times) (8:00 A.M. to 5:00 P.M.).

E. Licensing and Permitting

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

N/A

FY 2015 LIHEAP AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

NOTE: Prior to issuing subawards or subcontracts under this Agreement, Recipient must 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>.

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

SUBCONTRACTOR:

(Type Name)

Recipient's Name

By _____
Signature

Name & Title

DEO Agreement Number

Street Address

City, State, Zip

Date

FY2015 LIHEAP AGREEMENT
ATTACHMENT H
Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
2 CFR 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as Recipient, your employees, subrecipients under this award, and subrecipients' 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 award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient 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 agency 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 subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

b. Provision applicable to a recipient other than a private entity. We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award 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 award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. Provisions applicable to any recipient.

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 award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award 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).