

Capital Area Community Action Agency

Board of Directors

DRAFT Agenda

Tuesday, May 26, 2015

Ghazvini Center for Healthcare Education

1528 Surgeons Drive - Tallahassee, FL 32308

Conference Call –Dial In - (605) 475-4700, participant code 275857#

- I. Call to Order Roger Newsome, Chair
- II. Agenda Approval
- III. Sign-in/Attendance
- IV. Consent
 - a) Board Minutes March 24, 2015
 - b) Corporate Resolution for Weatherization Assistance Program contract
- V. Action
 - a) 2015 Weatherization Assistance Program contract
- VI. Training/Presentation
 - a) ERSEA training Darrel James
 - b) End of year School Readiness Report presentation Angela Mills
- VII. Program Updates
 - a) Family Support Services Department
 - b) Head Start
 - c) Fiscal
- VIII. Executive Director's Report
- IX. Chairman's Report
 - a) Executive Committee Minutes April 21, 2015
 - b) Board fundraiser Southeast Regional Pigfest June 6, 2015

Next Board of Directors Meeting July 28, 2015 at Ghazvini Center for Healthcare Education



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Capital Area Community Action Agency

Board of Directors
DRAFT Meeting Minutes
Tuesday, March 24, 2015, 6:00 pm
Ghazvini Center for Healthcare Education
1528 Surgeons Drive, Tallahassee, FL 32308
Conference Call – Dial In – (705) 475-4700, participant code 275857#

Members in Attendance:

Roger Newsome, Chair
Charlean Lanier, Vice Chair
Allen Stucks, Treasurer
Bishop Willie Green
Chanise Brown
Pamela Olivia Manuel
Cheryl Thompson
Pam Ridley
Carol Barfield (via phone)
Eugene Hall
Kara Palmer
Dan Stengle
Brandon Wienke
Sheree Keeler (via phone)
Kim Bodine (via phone)
Clarice Powell

CACAA Staff:

Tim Center
Nina Self
Laurie Leiner
Cynthia Valencic
Keith Dean
Diane Haggerty
Susan Lawrence
Angela Mills

Absent: Debra Peterson

Call to Order

The meeting was called to order by the Chair at 6:00 p.m. and a quorum was established. Mr. Newsome, the Board chairman, welcomed the attendees.

Agenda

The agenda was reviewed and Ms. Lanier made the **motion** to approve the agenda. Mr. Green seconded the motion. It was approved unanimously.

Consent Agenda

Minutes

The minutes from the January 27, 2015 meeting and;
Head Start Policy Council (approved) By-Laws changes to be reviewed and approved and;
LIHEAP contract specific applicant appeals process and;



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LIHEAP 2015-16 contract. All were approved after a motion from Mr. Stucks with a second from Mr. Hall and a unanimous vote from the Board.

Action

Board approval of new Board Members

The Board welcomed and approved two new Board members: Mr. Brandon Wienke and Ms. Sandra Saunders.

Recognition of outgoing Board member: Eugene Hall

Mr. Hall was recognized for his six years of service (5 of those serving on the Executive Committee as Board Secretary) and the many things he has done for the agency. He was presented with a plaque.

The staff was excused from the meeting and at this point it became a closed door meeting.

Approval of the Executive Director's contract

Notes were taken by Keith Dean: Mr. Newsome presented the contract as prepared and reviewed by Mr. Center. Mr. Dean explained the budget implications. All notice need be in writing. 1st Pamela Manuel; 2nd Pam Ridley.

Back to Agenda

Program Updates

Family Services

Mr. Center and Ms. Valencic gave the Family Services report. Money was spent down this year by monitoring the allocations monthly. The agency is ready and waiting for the DEO contract to begin April 1, 2015.

Getting Ahead

Transition ceremonies are occurring over the next month and the Board is invited to attend. The Jefferson County ceremony had over 80 people in the room. The Gadsden and Leon Counties ceremonies had good turnouts. United Way gave a very enthusiastic endorsement of the program and the outcomes. Currently, staff is developing Staying Ahead as the next step after Getting Ahead. This will be part of the work of the caseworker to develop mentors. Fruehoff Foundation has funded the program with a grant. Ms. Watson does an incredible job. She is the facilitator and is now working with case workers to teach them how to lead the Getting Ahead classes. This will help expand the capacity. Orientation for Staying Ahead is coming up. The Board is invited to please come and meet people, support the work, thank the mentors. The Orientation will be held on Monday at 6:00 pm with light food being served.

Weatherization

Weatherization is spending down its grant to finish out the year in a couple of months. Depending on the monies allocated on the next contract, the Weatherization department may have to scale down.

Head Start

Head Start is continuing to provide services. Ms. Leiner, Ms. Mills, and Mr. James have been spending time in Franklin County to make good on the contract. Jefferson County is working on the same page to do the same thing. In Leon County everything is working and we will move to Wesson campus. They have good facilities that are in good shape. We will move to the South side where we find the largest demand for services in the county. Wesson campus provides three classrooms now and has pledged another 5 classrooms. We can provide for 18 children per classroom. Head Start will be in the communities. She hasn't heard about an appointment yet. Discussion about the move to the South side provided conversation with the Board members. This will mean that the Agency can close centers and save money.

Fiscal

Mr. Center introduced Keith Dean who gave the fiscal report. Since January 31, the Agency is 33% through the fiscal year. \$8,500 in surplus is showing. The Agency is in better shape than last year. There are some variances that relate to annual expenses: licensing permits and general liability insurance, new website (unbudgeted item). The Executive Committee went over it and there were no questions.

Guest introduced

Colonel Sanchez from the Florida Veterans shared his agency's story and structure with the board. He started the Homeless Vets Stand down. He has partnered with other agencies. They have 8 offices throughout Florida. He's excited to have the veterans learn about the agency's programs and about other Community Actions throughout the state of Florida.

Executive Director's Report

Mr. Center reported on the car accident in one of the new cars. It was rear-ended in a deer related accident. He invited Board members to drop by and see the new glass door – it's more welcoming and light. The building is looking better. The new agency logo is about to be put on the agency's new cars. The new website is about to go live. The Head Start 50th Anniversary is May 9. Please save the date and come out to support and celebrate Head Start.

Mr. Center handed out packets about fundraiser, Pigfest, and asked the board to send us the list of prospects for sponsors and for participants (cook teams, vendors). Please mark the date, June 6, for Pigfest. Each board member is asked to support the fundraiser by spending four hours volunteering at the event. He explained why the event is so important to the work of the agency. He gave the facts and figures on poverty (1 out of 5 live in poverty). Mr. Center will send a script of the speech he gave the board to Mr. Newsome along with his elevator speech. Mr. Newsome will send it out to each board member. Mr. Center gave prices for admission and for the VIP tent which has gone up to \$35 due to the food and BBQ that will be offered. He noted that the prize money has gone up to \$10,000 which will attract more teams. He noted that with the Board's support, we can make this work and the result will greatly increase the impact on

people's lives. He asked for your prospects names, numbers, and emails - Tim will do the asking. He asked each board member to come onboard with one sponsor each – every bit counts. He gave a report that Walmart has promised \$2,500, and with the \$7,000 + from Visit FL and Visit Tallahassee, and \$2,500 from Sonny's we are on our way.

Ms. Powell asked about moving to Career Source Gulf County and Wakulla. She wondered if that might be a possibility. Mr. Center explained about Amendment 1, taking the document stamp tax revenue that is for preservation of lands. The remaining monies have been traditionally used for low-income housing. He explained that the issue is the legislators are still in session but are \$4billion apart on the low-income housing issue. Affordable housing is important to our agency.

Chairman's Report

Mr. Newsome reiterated Mr. Center's plea for help on Pigfest. He spoke about the book he's now reading called *Toxic Charity*. He shared that rather than making people dependent on handouts, we, as an agency, want to make people self-reliant and sustainable. He gave an impactful story on how the agency is moving ahead and making the difference in people's lives.

Ms. Palmer remarked on the CHSP grant process. She asked if we got the grant in on time. Mr. Center answer that the grant was completed and turned in on time and explained that we will have an opportunity to pitch to the review panels. Board members will be invited to attend those presentations. Mr. Wienke said that, as a former member of a review panel, Board support is very important in deciding the grant. The programs that the Agency is asking to benefit from the CHSP grant will be Head Start, Incredible Years, Family Self Sufficiency, Getting Ahead and Staying Ahead.

Ms. Lanier made the **motion** to adjourn the meeting. The meeting was adjourned at 7:55 p.m.

Pamela Olivia Manuel, Secretary

Date: May 26, 2015

Recorded by: Diane Haggerty

CERTIFICATE OF CORPORATE RESOLUTION

In my capacity as Secretary of _____,

a Florida nonprofit corporation ("Corporation"), I, _____, hereby certify that the following is a full, true, and accurate copy of the resolution of the Board of Directors of the Corporation, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law and by the bylaws of the Corporation on _____, at which meeting a quorum of the Board was present, and that the resolution remains in full force and effect and has not been modified or repealed. I hereby agree to provide any additional documentation requested by the Florida Department of Economic Opportunity as proof of my authority to provide this certification.

WHEREAS, it is in the best interest of the Corporation to enter into a grant agreement with the Florida Department of Economic Opportunity for the Fiscal Year 2015 Weatherization Assistance Program (WAP).

RESOLVED, that _____, as the _____ of the Corporation is hereby authorized and empowered on behalf of the Corporation to negotiate the terms for and to enter into and execute the above described agreement with the Florida Department of Economic Opportunity, and to negotiate the terms for and to execute any and all related documents which are necessary to effectuate the terms of said agreement.

Executed by me as Secretary of the Corporation on _____.
Date

Secretary

(Corporate Seal)

President

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
WEATHERIZATION ASSISTANCE PROGRAM

CFDA Number: 93.568

Agreement Number 15WX-0G-12-00-04-007

CFDA Number:

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 May 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 A 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 D 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 (30) 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 (30) 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 (30) 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:

June Holley, 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: june.holley@deo.myflorida.com
Phone: 850-717-8461

(c) The name and address of Recipient's Representative responsible for the administration of this Agreement is stated in Attachment M 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
- ☒ Exhibit 1 to Attachment A - Budget Directions
- ☒ Exhibit 2 to Attachment A - Budget
- ☒ Exhibit 3 to Attachment A - Budget Detail
- ☒ Exhibit 4 to Attachment A - Schedule of Deliverables
- ☒ Attachment B - Program Statutes and Regulations
- ☒ Attachment C - Recordkeeping
- ☒ Attachment D - Reports
- ☒ Attachment E - Justification of Advance
- ☒ Attachment F - Warranties and Representations
- ☒ Attachment G - Certification Regarding Debarment
- ☒ Attachment H - Statement of Assurances
- ☒ Attachment I - County Allocations
- ☒ Attachment J - Special Conditions
- ☒ Attachment K - Property Management and Procurement Reports
- ☒ Attachment L - Trafficking Victims Protection Act of 2000
- ☒ Attachment M - Recipient Information Form

(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 \$479,838.00, subject to the availability of funds and appropriate budget authority.

(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 two 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 E. Attachment E 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 two 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 two 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.

(x) 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 H.

(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

Capital Area Community Action Agency, Inc.
(Type Legal Name of Recipient)

By: 

Tim Center
(Type Name and Title Here)

Date: 5/19/2015

59-1117362
Federal Identification Number

803-636-950
DUNS* Number

*Data Universal Numbering System

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

William B. Killingsworth, Director
Division of Community Development

Date: _____

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

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

FY 2015 WAPAGREEMENT
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:
<http://www.myflorida.com/fsaa/statutes.html>.

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 WAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO RECIPIENT PURSUANT TO THIS AGREEMENT:

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: *\$479,838.00

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number, and amount*):
Federal Program: Weatherization Assistance Program
Federal Agency: U.S. Department of Energy
Federal Identifier: DE-EE0006146
Catalog of Federal Domestic Assistance Title: Weatherization Assistance Program
Catalog of Federal Domestic Assistance Number: 81.042
Recipient: **Capital Area Community Action Agency, Inc.**
Award Amount: * N/A

* Subject to availability of funding pursuant to DOE and HHS awards.

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 these funds to perform energy saving repairs and installation of energy saving measures on qualified single family dwellings in accordance with all attachments to this Agreement, Florida WAP Manual Procedures and Guidelines, Standard Work Specifications/Field Guide and the FY 2015 WAP State Plan.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources):* Recipient shall comply with DEO's WAP requirements and eligibility requirements as set forth in the U.S. Department of Energy regulations codified in Title 10 of the Code of Federal Regulations, Part 440, Weatherization Assistance Program for Low-Income Persons.

STATE RESOURCES AWARDED TO RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

MATCHING RESOURCES FOR FEDERAL PROGRAMS: Federal Program: None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES: State Project: None

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

NOTE: 2 C.F.R. § 200.331, 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 WAP AGREEMENT
EXHIBIT 2
AUDIT COMPLIANCE CERTIFICATION

Recipient Name: Capital Area Community Action Agency, Inc.
FEIN: 59-1117362 Recipient's Fiscal Year: October 1 – September 30
Contact Person Name and Phone Number: Tim Center, (850) 222-2043
Contact Person Email Address: tim.center@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 ☒ 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 ☒ 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

5/10/2015
Date

Tim Center
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

FY 2015 WAP 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;	May 1, 2015 through March 31, 2016
	(vi)	Amount of Federal Funds Obligated by this action;	\$9,568,642.00
	(vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$479,838.00
	(viii)	Total Amount of the Federal Award;	\$69,338,313 (15% of Federal Award is transferred to WAP)
	(ix)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Energy saving home improvements to eligible 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 D
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, D, and J

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 D

FY 2015 WAP AGREEMENT
ATTACHMENT A
SCOPE OF WORK

Recipient shall comply with the following requirements, and if applicable, ensure all subcontracts require compliance with the following requirements. The USDOE Quality Control Inspection (QCI) requirement will be implemented during this Agreement period (reference Attachment J Special Conditions, of this Agreement). In carrying out this Agreement, Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. Recipient shall have a designated individual, referred to by DEO as the WAP Coordinator, to be responsible for ensuring that the following activities are adhered to:

A. Solicit, identify, and qualify low-income residents within Recipient's identified service area who have the need and desire for energy conservation assistance. Recipient will make the services provided for under this Agreement available to all eligible clients in the counties it serves. Before beginning work on any dwelling, Recipient shall have:

1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.
2. Priority in selection of households to be served consists of (1) the elderly; (2) persons with disabilities; (3) households with children under twelve; (4) households with recurring high energy bills and; (5) households with high energy burden (LIHEAP referrals).
3. Documentation of authorization from the owner of the dwelling or his authorized agent.
4. Documentation of proof of ownership.
5. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

In order to ensure that no undue or excessive enhancement takes place on renter occupied units, Recipient shall require that the landlords of buildings with five or more units, or any combination of buildings with an aggregate total of five units or more, that receive services under this Agreement will pay ten percent (10%) of the total cost of the work performed. The landlord's participation may be waived or reduced if they can document in writing that they cannot afford to participate. A written agreement between Recipient and the landlord detailing the landlord's commitment and legal responsibilities will be executed after pre-inspection and work determination has been completed and prior to work beginning on the unit and a copy of this agreement maintained in the client(s) file.

B. During this Agreement period, work performed on dwellings shall be completed in accordance with the Standard Work Specifications (SWS)/ Florida Field Guide (FFG), the Florida Weatherization Manual, Subsection 1, Field Guide Procedures and Guidelines, and the QCI Procedures and Guidelines along with any supplemental DEO and USDOE guidelines, unless Recipient secures written permission from DEO not to.

Each dwelling must be evaluated by recording visual observations, measurements, diagnostic test results, (i.e., blower door, infrared camera, monoxor, gas analyzer, pressure pan or duct blaster), and any other tests required as directed by DEO. Recipient shall maintain this information in the client file. All collected data will be recorded on the Priority List Assessment

and Testing (PLAT) inspection package if utilizing the Site-Built Priority List (SBPL) or the Manufactured Home Priority List (MHPL); or in the General House Data (GHD) forms if utilizing the National Energy Audit (NEAT) or Manufactured Home Energy Audit (MHEA).

Replacement of the central heating and cooling (HVAC) unit or water heater which already exists in a dwelling will automatically require the use of either the NEAT or MHEA, to determine the Savings to Investment Ratio (SIR) of that energy conservation measure replacement and appropriate sizing. Refrigerators may only be replaced if (a) indicated by metering or (b) recommended by a NEAT or MHEA. DEO also requires that the following measures be installed on every dwelling receiving energy conservation measures: low flow showerhead, faucet aerators, water heater blanket, water line insulation and air filters for heating and cooling units in accordance with the Procedures and Guidelines requirements.

C. The cost of labor and materials for weatherization measures plus allowable Program Support (PS) activities under this WAP Agreement should not exceed an average of \$7,105 per dwelling, overall. This per dwelling amount does not include the Health and Safety [H&S] amount of \$700, per dwelling, that may also be expended.

D. When Recipient's WAP Coordinator (or the designated individual) has determined the weatherization activities to be performed on a dwelling, the measures to be addressed will be listed on the Client/Agency Pre-Work Order Agreement (PWOA) form following the priority list order, or the descending SIR value from the Audit Output Report. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding lead, mold, and moisture. Also a copy of the Lead Notification and the Mold and Moisture pamphlets will be provided to the client. Then both the client and the coordinator will sign and date the PWOA form. Once this form is signed, work may be coordinated.

E. Recipient is responsible for supervising, monitoring, and ensuring the quality of all work by staff, volunteers and subcontractors. All work must comply with the SWS/FFG and local building codes. Recipient shall provide DEO with documentation and reports as required by this Agreement, as well as, other information requested by DEO.

F. Upon completion of all scheduled work on a dwelling, Recipient's WAP Coordinator (or the designated individual) shall conduct a final inspection (to include all diagnostic testing) and certify that all work performed on each dwelling was completed according to program guidelines. The material and labor costs for each weatherization measure installed on a dwelling will be listed on a Building Work Report (BWR). If all work meets program guidelines, local building codes, and applicable permits have been pulled; the WAP Coordinator and client will sign and date the BWR.

G. After Recipient's WAP Coordinator has completed the final inspection, the dwelling is ready for the Quality Control Inspection (QCI) to be conducted. Each Recipient must implement a QCI process utilizing one of the two levels for meeting the QCI requirement. Each level has specific guidance to follow that must be considered for planning and implementing. The following QCI Procedures and Guidelines outlines the implementation criteria for each level and option:

Level #1 – Independent QCI (I/QCI):

Option #1 – The Recipient has a certified QCI individual on staff who *has no involvement* as the auditor/inspector or with weatherization work on a dwelling to perform the final QCI and complete the QCIR.

Option #2 – The Recipient does not have staff certified to conduct the QCI and has to “outsource” that activity. However, the non-certified staff must be able to demonstrate proficiency/competency in performing the Option #1 list of activities by completion of the core of applicable trainings on diagnostic testing tools and utilizing the audit/priority list as applicable.

Level #2 – Independent Auditor/QCI (IA/QCI):

If the Recipient has only one individual involved with the implementation of the WAP and that individual is certified to conduct the QCI, that individual can sign the QCI Report (QCIR).

Involvement, for QCI purposes, is defined as:

- i. performing the initial dwelling inspection and diagnostic testing;
- ii. completing the priority list or running the applicable audit (NEAT or MHEA);
- iii. creating the work order; but NOT performing any weatherization work; and
- iv. performing the final diagnostic testing, dwelling inspection and file inspection and conducting the QCI.

H. After the QCI has been completed on a dwelling; the QCIR is signed and dated by both the Recipient inspector and the certified QCI individual; the subcontractor(s) performing the weatherization work has been paid for services rendered, only then can the dwelling be considered as completed and ready to be submitted to DEO. The original QCIR will be placed in the client file and a scanned copy of the completed form becomes part of the BWR package for submitting through the web based reporting system (eGrants) reporting system.

To receive a reimbursement for a production period (a production period spans the first day of a month through the last day), Recipient shall submit an electronic copy of each BWR Package along with the Financial Status Report (FSR) to DEO through eGrants by the 21st day of the following month. In addition, Recipient shall submit a signed copy of the FSR via facsimile or email to DEO by the same due date (Reference Attachment D Reports).

I. Financial Consequences:

- i. If Recipient provides services to any client more than 180 days after the client’s household income has been verified without recertification of the client’s income eligibility, Recipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client’s dwelling unit.
- ii. 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.

- iii. 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.
- iv. 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.
- v. Any amounts due under this financial consequence shall be paid by Recipient out of non-federal funds.

**2015 WAP AGREEMENT
EXHIBIT 1 TO ATTACHMENT A
BUDGET DIRECTIONS**

Guidance for preparing the Budget, Budget Detail, and Schedule of Deliverables:

- A. Budgeting limitations are:
- a. The Program Support (PS) amount may be less than but cannot exceed 30% of the total amount of materials and labor.
 - b. The Administration (Admin) amount may be less than but cannot exceed 5% of the total Agreement amount.
Note: Neither PS or Admin expenditures can exceed the prescribed percentages when the Agreement is closed-out.
- B. To determine the allowable activities that may be charged to the PS and Admin category, refer to the applicable (Non-Profit or County Government) **Guidance for Documentation and Support of Program Support and Administrative Expenditures** publication which is available at DEO's website:
<http://www.floridajobs.org/job-seekers-community-services/community-services/weatherization-assistance-program>
- C. If additional funding is provided to Recipient during this Agreement period, a revised **Budget, Budget Detail, and Schedule of Deliverables** will be required.
- D. When submitting the monthly Financial Status Reports (FSR), the Recipient may exceed the prescribed PS or Admin percentage. However:
- a. DEO shall perform monthly desk audits and a mid-agreement period review of Recipient's charges in these two categories.
 - b. If Recipient exceeds either percentage on an FSR anytime during the Agreement period, it will be notified and required to make adjustments in charging for activities in following FSRs to ensure compliance to percentage limits at the end of the Agreement period.
 - c. Recipient is required to track all expenditures to ensure that only actual costs for allowable expenditures are reported on the monthly FSR.
 - d. Recipients receiving an advance must make up the expenditure deficit in the following FSR.
- E. Recipient is expected to complete a Monthly Expenditure Tracking Sheet (METS) every month of this Agreement. It will be required to submit a METS covering the first six months expenditures by the 21st day of the 7th month of this Agreement. METS reporting requirements and corrective actions are outlined in the Attachment J of this Agreement.
- F. Directions to Completing the Budget – start from the bottom of the Budget and work upwards.
- 1) Calculate the Administrative amount – limited to 5% of the Agreement amount.
 - 2) Determine or enter as allowed the following line item amounts:
 - i. Liability Insurance- proportional to the Recipient's WAP agreement amount
 - ii. Equipment – \$4,000
 - iii. Training & Technical Assistance (T&TA) - \$3,000.
 - iv. Audit – proportional to the Recipient's WAP agreement amount.
 - 3) Complete the Schedule of Deliverables to determine:
 - i. H&S;
 - ii. Projected number of dwellings;
 - iii. Materials; Labor; and Program Support.

**2015 WAP AGREEMENT
EXHIBIT 2 TO ATTACHMENT A
BUDGET**

Agreement Number: 15WX-0G-01-13-08-003

WEATHERIZATION ASSISTANCE PROGRAM				
	TOTAL AGREEMENT AMOUNT			BUDGETED AMOUNTS
	WEATHERIZATION SERVICES			
1.	Cost of allowable materials and labor to weatherize a dwelling.			
	a)	Materials	\$186,418.15	
	b)	Labor	\$124,278.77	
	Subtotal:		\$310,696.92	\$310,696.92
	Number of dwellings to be weatherized:		56	
	PROGRAM SUPPORT (PS)			
2.	All allowable Recipient activities required to coordinate and ensure compliance of providing weatherization services as identified in the Budget Detail within Attachment A in this Agreement. Upon termination of this Agreement, the total of PS cannot exceed 30% of the total of material and labor costs.			\$91,949.08
3.	Per-dwelling expenditure limit: <i>Applicable amount of funding to be expended on a dwelling (material, labor and PS) cannot exceed \$7,105 and all costs/expenditures must be eligible actual costs that are sufficiently documented.</i>			
	HEALTH & SAFETY (H&S)			
4.	Limited to \$700 per dwelling and not included in the dwelling cap of \$7,105.			\$39,200.00
	DIRECT CHARGED LINE ITEMS			
5.	Comprehensive Annual Audit (applicable % of cost for WAP only).			\$3,101
6.	Training & Technical Assistance (DEO pre-approved activities only).			\$3,000
6. (b)	Equipment (DEO pre-approved purchases only).			\$4,000
7.	Liability (the % to cover WAP) & Pollution Occurrence Insurance (required).			\$4,001
8.	Subtotal of Sections 1, 2, 4, 5, 6, 6(b) and 7.		\$455,948	
	ADMINISTRATION (Admin)			
9.	All allowable administrative level activities required to implement the program (salaries including fringe; rent; utilities, etc.) <i>Administration cannot exceed 5% of the total agreement amount and all eligible costs/expenditures must be sufficiently documented.</i>			\$23,890
10.	TOTAL OF ALL BUDGETED AMOUNTS			\$479,838
(TOTAL BUDGETED AMOUNT CANNOT EXCEED TOTAL AGREEMENT AMOUNT)				

**2015 WAP AGREEMENT
EXHIBIT 3 TO ATTACHMENT A
BUDGET DETAIL**

Agreement Number: 15WX-0G-01-13-08-003

Program Support	Budget Amount
1. Compensation of employees exclusively involved in WAP.	\$66,974.40
2. Compensation of employees involved in WAP and other funding sources.	\$ 0.00
3. Advertising and Public Relation Costs by Recipient or other organizations.	\$ 973.68
4. Communication costs for employees directly involved in WAP.	\$ 900.00
5. Quality Control Inspection (QCI) costs.	\$ 0.00
6. Maintenance and repair of WAP buildings (or designated WAP space) and equipment.	\$2,300.00
7. Materials and supplies used for WAP (other than Direct Materials on FSR).	\$2,000.00
8. Publication and printing costs used for WAP.	\$2,000.00
9. Recruiting costs for direct WAP personnel.	\$ 0.00
10. Facility Costs.	\$3,000.00
11. Transportation Costs for WAP services.	\$2,500.00
12. Travel costs for WAP services.	\$7,700.00
13. Training costs for WAP (Not on FSR).	\$ 0.00
14. Insurance and Indemnification - (that is not reported on Line 7 of the FSR).	\$3,001.00
15. Depreciation and Use Allowance of WAP Building and Equipment	\$ 0.00
16. Other – a list of items and corresponding costs must be submitted with Budget Detail. Postage = \$300.00; Fees/Licenses/Permits = \$300.00	\$ 600.00
Total (Enter this amount in line #2 of Budget):	\$91,949.08

Administration	Budget Amount
1. Compensation of Executive Management and Finance and Reporting Personnel.	\$23,890.00
2. Compensation of employees involved in WAP and other funding sources.	
3. Communication costs for employees exclusively involved in WAP.	
4. Depreciation and use allowances (building, general furniture and equipment).	
5. Cost of Property Insurance.	
6. Other - a list of items and corresponding costs must be submitted with Budget Detail.	
Total (Enter this amount in line #9 of Budget):	\$23,890.00

2015 WAP AGREEMENT

EXHIBIT 4 TO ATTACHMENT A SCHEDULE OF DELIVERABLES

Agreement Number: 15WX-0G-01-13-08-003

The total estimated production goal will be the number of dwellings that are anticipated to be weatherized for the entire Agreement period. To support this production total, complete the below per month estimated production goals. If Recipient will be requesting an advance in this Agreement, it should take into consideration the number of dwellings that will be required to weatherize in the initial and in following months to meet the advance expenditure requirement throughout the Agreement period as outlined in **Attachment E** of the Agreement.

Process for calculating production goals:

- a) To determine the final amount of funding (**Weatherization Amount**) available to be applied to weatherizing dwellings (material, labor and Program Support activities). Complete the following:

Agreement Amount: \$ 479,838

Add:

Direct Charges (Line items #5, #6, #6b, & #7 from Budget): \$ 14,102

Administration (Admin) from Budget (Line item #9 from Budget): +\$ 23,890

Total \$ 37,992

Subtract:

Total from the Agreement Amount Total (\$ 37,992)

Weatherization Amount: \$ 441,846

To determine **Estimated Production** for calculating **Health & Safety (H&S)** amount (amount per dwelling is \$700):

- a) Divide the **Weatherization Amount** by the allowable per dwelling expenditure amount of \$7,105.

Weatherization Amount \$ 441,846 divided by \$7,105 = 62 initial **Estimated Production**

Multiple the initial **Estimated Production** times \$700 = \$ 43,400 = Total **H&S** (Budget Line 4)

- b) Take the **Weatherization Amount a)** and subtract the total **H&S** amount a):

Weatherization Amount \$ 441,846 minus **H&S** amount \$ 43,400 = \$ 398,446

This is the **Reduced Weatherization Amount**. The **Reduced Weatherization Amount** is used to determine your **Material, Labor and Program Support** amounts.

- c) Divide the **Reduced Weatherization Amount b)** by \$7,105 to determine your target projected **Number of Dwellings** to be weatherized with these funds. 56.

Complete the below estimated monthly production.

March 0 April 0 May 4 June 5 July 7 August 8 September 9

October 9 November 5 December 5 January 4 February 0 March 0

Total 56

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

Both Recipient and DEO shall be governed by applicable laws and rules, including but not limited to:

A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96-294); and Chapter 163, Fla. Stat.; Florida Chief Financial Officer Memorandum No. 04-05, Federal Central Contractor Registration (<http://www.ccr.gov/>); Schedule of Expenditures of Federal Awards (http://www.myfloridaacfo.com/aadir/statewide_financial_reporting/financing.htm)

B. All federal statutes relating to nondiscrimination including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Subsections 523 and 527 of the Public Health Service Act of 1913 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; and
9. The requirements of any other nondiscrimination statute(s) which may apply to the Weatherization Assistance Program.
10. The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 13101 through 13213).

C. Executive Order 11346, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).

D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C. 1351 et seq.).

E. Recipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

F. Recipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

G. Recipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.

H. Recipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.

I. All applicable federal rules, regulations and guidelines including 10 C.F.R. Part 600, as revised, as they relate to the application, acceptance, and use of federal funds under this Agreement.

J. Other applicable federal and State laws, rules, regulations and guidelines.

K. Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under 2 C.F.R. § 901.10, "Debarment and Suspension." The Recipient may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by DEO for review.

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

NON-PROFITS ONLY:

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

LOCAL GOVERNMENTS ONLY:

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), recipients and sub-recipients shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The recipient or subrecipient may keep interest amounts up to \$500 per year for administrative expenses.

Except as provided for advance payments, Recipient may temporarily invest grant funds, but any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement amount. Any interest income earned by the temporary investment of these grant funds that is not applied against DEO's obligation to pay shall be returned to DEO at the time of submission of the final close-out report.

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

N. APPEALS SYSTEM: All complaints received by DEO will be referred to Recipient. Recipient must have a written appeals system that is:

- a) adopted by the Board of Directors;
- b) formatted as a Recipient handout;
- c) posted in the client intake area of the Recipient's agency; and
- d) provided to those applying for weatherization services.

Sample format:

Recipient Appeals System

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

_____ (Title of Position)

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by:
_____ (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by:
_____ (Committee or Full Board).

O. **LIABILITY INSURANCE:** Pursuant to 2 C.F.R. § 440.18, Recipient and Recipient's subcontractors are required to have sufficient liability insurance coverage for performing weatherization-funded activities. In addition, recipients must have Pollution Occurrence Insurance (POI), whether included, added to, or a separate general liability insurance policy. Costs may be charged as a separate line item on the Financial Status Report.

Recipients must ensure that each subcontractor is adequately or covered by Recipient's policy. Documentation to substantiate all insurance coverage will be reviewed during monitoring visits. Failure to have adequate insurance coverage may result in all reimbursement requests being withheld until compliance is met.

Only those contractors who have been trained on Lead Safe Weatherization techniques and have POI (or are under Recipient's policy) may work on pre 1978 dwellings that Recipient has confirmed have lead paint that will be disturbed through weatherization activities.

P. **PROGRAMMATIC CHANGES:** Recipient will follow the procedures and guidelines provided in the latest version of the Florida WAP Manual. Programmatic and guideline changes during an agreement period may be provided to Recipient through a State Weatherization Program Notice and are to be considered as updates and become effective upon the date indicated on a Program Notice. The State Program Notice will be sent to Recipient's Agreement Manager to the email address stated in Attachment K of this Agreement

Q. **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 Attachment A, Exhibit 2 to Attachment A, Exhibit 3 to Attachment A, Exhibit 4 to Attachment A, and Attachment I, County Allocations, in accordance with the following process:

- (1) Recipient must submit an Informal Modification request to DEO's Grant Manager
- (2) 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.
- (3) Recipient must submit to DEO a letter or email of explanation for the modifications requested to be made along with the revised applicable pages to be amended, and each page 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 or email approval of the proposed modifications.
- (4) Upon approval by DEO, as applicable, Recipient's budget detail will be revised in DEO's electronic payment system.
- (5) None of the budget transfers may violate this Agreement or the Super Circular.

R. MONITORING:

- (1) DEO shall conduct a full onsite review of Recipient at least once during the Agreement 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 subcontracts 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.

S. OTHER PROVISIONS:

- (1) 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.
- (2) If the U.S. Department of Health and Human Services or the U.S. Department of Energy 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.

**2015 WAP AGREEMENT
ATTACHMENT C
RECORDKEEPING**

The Recipient shall maintain the following information in the client file:

A. Information on each client shall include, but not be limited to:

1. Client Intake form (signed by the client and dated) and a copy of the household utility bill.
2. Client Selection (Priority) Criteria form,
3. Copy of the Compliant/Appeal Procedures Form initialed by client.
4. Copy of Social Security Card (with all but the last four digits redacted) or other acceptable identification documentation for the client.
5. Copy of the client signed "Notice Regarding Collection of Social Security Numbers" form (not required).
6. Documentation of Income for all members of the household.
7. Documentation of Ownership or Landlord Agreement (when applicable).
8. For rental dwellings: copy of Building Owner Agreement (BOA)/ Landlord Agreement Form (LAF) and Permission to Enter Premises (PEP) form.
9. A copy of the completed Priority List Assessment and Testing (PLAT) or General House Data (GHD) dwelling assessment forms as applicable.
10. A copy of the Output Report of the National Energy Audit (NEAT) or the Manufactured Home Energy Audit (MHEA) for replacing HVAC units or refrigerators. Photo of the meter readings to support refrigerator replacement if not using NEAT or MHEA.
11. Copy of the signed Pre-Work Order Agreement (PWOA) form.
12. Building Work Report (BWR) signed by the client and inspector and dated.
13. Invoices and payment vouchers.
14. Copies of any required building permits.
15. Copy of the Quality Control Inspection Report (QCIR) signed and dated by both the subgrantee inspector and the certified QCI individual.

B. When Recipient's WAP Coordinator has determined the weatherization activities to be performed on a dwelling, the WAP Coordinator shall list the measures to be addressed on PWOA in the same order of the Priority List or by the descending Savings to Investment Ratio (SIR) as recommended in the applicable audit.

C. Although the client provided a utility bill when submitting their application, that information will need to be updated for a more accurate pre/post comparison. Here are the directions for meeting this requirement:

D. Recipient shall maintain the confidentiality of all information submitted by applicant in accordance with the requirements of 2 C.F.R. § 440.2(e), Chapter 119, F.S., and all applicable laws and regulations.

The Collection of Pre Weatherization Utility Billing Information.

When the client is contacted to schedule a date to review the PWOA, the Coordinator will request that a copy of the clients' prior month's utility bill be provided. The work to be performed will then be discussed with the client, and both the client and the coordinator will sign and date the form and a copy of the form must be placed in the client file. Once this form is signed, work may commence. The pre-weatherization work utility bill amount will be entered on the Client Intake Form in the eGrants system and included when reporting the dwelling.

The Collection of Post Weatherization Utility Billing Information.

Recipient will submit to DEO a copy of the pre and the post utility bill (to include amount, kilowatt usage and kilowatt per hour charge) for 10 percent of the clients served through this Agreement. Recipient should consider establishing an agreement with the local utility provider in its service area to provide this information. If no agreement can be established, Recipient will implement a tracking process for following-up with selected clients to obtain this information.

The post weatherization utility information should be for the first full billing month after the Building Work Report has been signed by the client and Coordinator. These utility bills are to either be submitted to DEO within 60 days after the BWR sign date or included in the Recipients Semi-Annual Success and Leverage Report.

FY 2015 WAP AGREEMENT
ATTACHMENT D
REPORTS

A. Annual reports:

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

(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. Monthly reports: The WAP monthly FSR 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 FSR must be submitted in DEO's current electronic financial management system (eGrants) 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 FSR shall be due on the next business day. The FSR must be signed and dated.

(1) Each FSR shall contain the following information

- a. All expenditures that occurred during the reporting month;
- b. The amount of reimbursement requested;
- c. The number of dwellings weatherized; and
- d. An attestation, signed by an authorized signatory, that Recipient was open and operating during its

reported business hours.

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

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

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

C Monthly Expenditure Tracking System (METS) Reports:

Mid Agreement METS is due to DEO by the 21st day of the 7th month of this Agreement. In the event the twenty-first day of the seventh month falls on a weekend day or holiday, the mid-agreement report shall be due no later than the next business. The Recipient will submit:

(1)

- a) A completed METS to include all PS and Admin line item actual costs incurred by Recipient through the 6th month of this Agreement.
- b) A Revenue and Expenditure spreadsheet (or applicable fiscal supporting document) that will provide the actual expenditure amounts per month to date that support the METS totals.

Upon DEO receipt of these documents, DEO staff will compare the FSR PS and Admin amounts with the METS PS and Admin amounts and supporting spreadsheets. Recipient will be notified if any other supporting documentation is needed based upon the results of this review. If DEO determine an on-site monitoring is warranted to resolve an issue, it will be scheduled.

Exceeding allowable percentages for PS and Admin:

- a) If Recipient is exceeding the PS 30% threshold or the Admin 5% threshold, it will then be required to submit a 9th month METS along with a Revenue & Expenditure Report to date in the 10th month.
 - b) After that review is completed, if Recipient is still exceeding a threshold, an email will be sent to the WAP Coordinator to put Recipient on notice that the total allowable expenditure percentage has been reached, therefore no additional funding in that category (PS or Admin) will be provided. Recipient will continue weatherizing dwellings until all remaining funding has been expended. Failure by Recipient to expend all program funding by the end of the Agreement period may result in it being placed in a probationary status for future WAP agreements.
- (2) A Close-out METS with the last FSR expending the remaining balance of funding in the Agreement is submitted to DEO. Recipient will provide a METS that includes all costs charged in the PS and Admin categories along with the supporting spreadsheet. Recipient cannot exceed the percentage caps for either PS or Admin at the end of the Agreement period.

During the Agreement period, DEO staff will be conducting an on-site monitoring visit to Recipient. This visit will include a review of the documentation that supports the PS and Admin charges reported for at least one FSR.

D. Semi Annual Success and Leverage Reports

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

- 1) On the Success Reports, Recipient shall provide: a) copies of thank-you correspondences from clients who received weatherization services; b) information on any events Recipient participated in that promoted the WAP locally; c) any milestone reached by the Recipient that relates to the WAP.

- 2) On the Leverage Reports, Recipient shall provide: a) sources of leverage activities; b) amount of funding provided, and c) the types of leverage activities utilized on the dwellings during the six month period. Utility rebate funds and donation of materials or volunteer labor should also be included in this report.

E. Monitoring:

DEO will conduct an on-site monitoring visit to the Recipient at a minimum of once during the Agreement period. This monitoring will address the Recipients fiscal and programmatic administration of the WAP. In addition, a minimum of five percent (5%) of dwellings projected to be weatherized (reference Attachment A, Scope of Work, Exhibit 4, Schedule of Deliverables) during the Agreement period will be inspected. An additional 5% of dwellings will be inspected if the Recipient has implemented the Level #2, Independent Auditor / Quality Control Inspection process.

F. Monitoring Report:

Within thirty-five days return from this monitoring visit, DEO will issue a monitoring report outlining the results of the monitoring and any corrective actions required to be implemented by Recipient for any non-compliance issues discovered during this visit. Issues may be classified as either a concern or a finding. A concern is an adjustment that needs to be implemented in the administration of the program that may be easily rectified. A finding is a situation that must be corrected immediately to ensure future compliance. Both a concern and a finding will have directive actions to be taken by the Recipient along with a reference to the applicable guidance document(s).

G. 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.

H. 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. Recipients may utilize one of the following options:

- (1) Cost Allocation Plan: Per 2 CFR 200.405, to document this, Recipients must submit copies of their written Cost Allocation Plan to DEO with this Agreement.
- (2) Indirect Cost Rate Proposal: Per 2 CFR 200.414, 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.

- I. 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.
- J. Report Submission:
Unless otherwise noted, reports shall be submitted to DEO's Grant Manager as stated in Paragraph (14) of this Agreement. Failure to submit reports by the required due date, may result in the withholding of any pending or future payments until the reports are received.

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. If an advance payment is requested, the below budget data on which the request is based must be completed.

NO ADVANCE PAYMENT REQUESTED Check here: _____ Payment will be solely on a reimbursement basis. No Additional information is required.
60 DAY ADVANCE REQUESTED Check here: <u> X </u> Advance payment of \$ <u>67,142</u> is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Recipient would not be able to operate the program without this advance.

ADVANCE CALCULATION

A.	Number of Units expected to be completed in 60 days:	9
B.	Line A times the maximum of \$7,105	\$63,945
C.	Direct Charge Line Items for first 60 days:	\$0
D.	Subtotal of Lines B & C:	\$63,945
E.	Administrative expenses for first 60 days: (Cannot exceed 5% of Line D)	\$3,197
F.	Advance Requested (Total Lines D & E):	\$67,142

ADVANCE REQUEST FOR MORE THAN 60 DAYS

If Recipient determines that it requires an advance amount to cover more than 60 days, it must complete the above **ADVANCE CALCULATION** worksheet, include a written justification to support the exceptional circumstances, and include a line item budget detail of the projected expenditure for consideration.

TRACKING OF ADVANCE EXPENDITURE

Recipient is allowed to request an advance amount of Agreement funding to ensure timely payment of contractors along with covering the initial operational/overhead costs for providing weatherization services. However, any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. To ensure compliance with this directive:

- DEO will compare the advance amount received by Recipient with the total to date expended amount on Recipient's second FSR to determine if an amount equal to the advance amount received has been expended.
- If the Recipient has not expended an amount equal to the initial advance, DEO staff will contact Recipient to determine if there is a reasonable justification for not meeting this goal. That justification along with any supporting documentation shall be submitted in writing to DEO for review.
- If the justification is not approved, an adjustment may be made to Recipient's reimbursement request amount on Recipient's second FSR. The requested reimbursement amount may be reduced by the unexpended balance

remaining on the advance. This reduction will reduce the cash advance amount Recipient will have on hand to meet expenditures.

- d) DEO will track the monthly expenditure amount of Recipient through the remainder of the Agreement period. If Recipient fails to demonstrate the need for the advance amount provided over the course of two consecutive FSRs, an adjustment to the latest FSR reimbursement request may be made.
- e) Recipients' performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future agreements.

FY 2015 WAP 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 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 offer, or 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 offer, or 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.

FY 2015 WAP 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

FY 2015 WAP AGREEMENT
ATTACHMENT H
STATEMENT OF ASSURANCES

A. 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.

B. Nepotism

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

C. Assurances

Recipient hereby assures and certifies as a condition of receipt of Agreement funding, 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 Agreement funding, 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 its assets, 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-contractors.
- (5) Recipient will comply with all of the provisions and practices outlined in DEO's most current monitoring manual.
- (6) The Recipient's application and all its attachments, including budget data, are true and correct.
- (7) 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. 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.

- (8) 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: and 2 C.F.R. Part 902.
- D. Recipient's subcontractors' must maintain valid licenses that comply with all state and local laws, ordinances, and regulations. Each subcontractor shall be appropriately licensed to cover each of activity it is performing pursuant to this Agreement. Recipient shall maintain copies of all subcontractor licenses (current for the program year when the work is performed), as well as a copy of each subcontractor's liability insurance policy.
- E. To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.
- F. Recipient will permit attendance by DEO's representatives at any meetings of the Recipient's Board of Directors, executive committee, or legislative body.

FY 2015 WAP AGREEMENT
ATTACHMENT I
COUNTY ALLOCATION(S)

The financial allocation specified for each county by program is designated to be spent in that county. For multi-county service area recipients, in the event that circumstances will not allow the full expenditure of any program funds allocated to a particular county, a request to expend any part of those funds in another county must be submitted in writing to DEO. This request must justify the lack of need of program services in that county. Funds may not be expended in another county without prior written approval of DEO.

COUNTY(S)	ALLOCATION AMOUNT
Franklin	\$13,744.00
Gadsden	\$77,872.00
Gulf	\$14,209.00
Jefferson	\$17,232.00
Leon	\$330,272.00
Wakulla	\$26,508.00

**FY 2015 WAP AGREEMENT
ATTACHMENT J
SPECIAL CONDITIONS**

Quality Work Plan Implementation

State Weatherization Program Notice (SWPN)14-02 (distributed on February 24, 2014), included a copy of the U.S. Department of Energy Weatherization Program Notice (WPN) 14-4 which outlined the Quality Work Plan (QWP) requirements to be implemented in the Weatherization Assistance Program nationally. The QWP defines what constitutes a quality inspection of weatherization measures, outlines how these measures are inspected and validated and defines acceptable training and credentialing of workers. The first QWP initiative being implemented during Program Year 2015 is the Quality Control Inspection (QCI) requirement.

Recipient Implementation of QCI Requirement:

- A. Recipient will begin meeting the QCI requirement on those dwellings that are weatherized in July, 2015 (to be submitted on the July Financial Status Report (FSR) due to DEO by August 21, 2015).
- B. This requirement will remain in effect for all dwellings weatherized (with the funding in this Agreement) for the duration of the Recipient's 2015 WAP Agreement.
- C. Only those dwellings that are approved by a Florida Department of Economic Opportunity recognized certified QCI individual may only be considered as complete.
- D. DEO's WAP staff will have an independent QCI activity performed on either 5% or 10% of Recipient's projected number of dwellings to be completed in this Agreement period, during the State monitoring visit.
- E. Reference Attachment A, Scope of Work, for the percentage of state level QCI's to be performed.

Charging of the QCI Activity:

Recipient will be responsible for all costs associated with having the QCI performed, whether by in-house staff or outsourcing per the following:

- A. Costs for this activity may be charged to the Program Support category of the Recipient's Budget.
- B. Recipients performing this activity for another recipient will report any funds generated as Program Income.
- C. These funds must be re-programmed into Recipient's WAP for providing weatherization services or other directly related allowable program activities.
- D. Recipients should contact DEO's Grant Manager for additional guidance on the expenditure of Program Income.
- E. Any un-used program Income at the end of an Agreement period will be returned to DEO with the close-out.

QCI Non-Compliance Situations:

During a State WAP office monitoring visit it is determined that the certified QCI individual demonstrated inadequate or questionable inspection practices, the State WAP office may implement the following steps:

- A. Bring the issue to the attention of the subgrantee inspector and/or certified QCI individual during the visit;
- B. discuss the issue to determine why the error occurred;
- C. document the issue (photo);

- D. determine what corrective actions are required;
- E. have Recipient coordinate with the subcontractor or crew to perform the corrective actions required (if a workmanship issue) to achieve compliance and provide photo documentation of the corrected activity to DEO within a prescribed time frame;
- F. determine if additional training is required for the QCI individual (if only a minor or one instance situation);
- G. consider having another independent QCI individual perform a spot check of dwellings and files to be reported on the following months FSR prior to that report being submitted;
- H. request a copy of applicable documentation for a dwelling to be reported in the following month along with photos of all measures installed; and
- I. coordinate a follow-up spot check Quality Assurance (QA) visit focusing on the past issue; the QCI documentation and conduct a dwelling inspection.

Repeat Non-Compliance Situation

Each QCI non-compliance situation will be handled on a case-by-case situation. If the Certified QCI individual is found to be in non-compliance (repeat infractions) in performing the QCI, a written notification from the State WAP office will be provided to Recipient directing it to seek alternate means for having the QCI performed on future dwellings.

The QCI individual will also be notified in writing of their suspension from performing future QCIs for other Florida WAP Recipients. If that individual participates in refresher QCI training, they may be given an opportunity to demonstrate competency in a supervised, probationary period. Each suspension situation will be handled on a case-by-case basis.

**FY 2015 WAP AGREEMENT
ATTACHMENT K
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, and 2 CFR 200.314, Supplies, and 2 C.F.R. § 910.360.:

- A. Prior approval of intended property purchases must be received from DEO's Grant Manager by Recipient.
- B. All property purchased under this Agreement shall be inventoried annually and an inventory report shall be made available to DEO upon request.
- C. 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.
- D. 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.
- E. 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 AGREEMENT
ATTACHMENT L
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).

FY 2015 WAP AGREEMENT

ATTACHMENT M
RECIPIENT INFORMATION

Please complete all information applicable to your organization.

1. Recipient's full legal name:

Capital Area Community Action Agency, Inc.

2. Recipient's mailing address (warrant will be mailed to this address):

309 Office Plaza Drive

City Tallahassee

Zip Code: 32301

Telephone: (850) 222-2043

FAX Number: (850) 942-2090

3. Street Address (if different from above):

4. Chief Elected Official:

Roger Newsome

(Name)

Board Chair

(Title)

E-mail address: roger.newsome@cacaainc.org

FAX Number: (850) 942-2090

5. Executive Director:

Tim Center

(Name)

Executive Director

Title)

E-mail address: tim.center@cacaainc.org

FAX Number: (850) 942-2090

6. WAP Project Coordinator:

Terry Mutch

(Name)

WAP Program Manager

(Title – agency designation)

Telephone: (850) 222-2043

FAX Number: (850) 942-2090

E-mail address: terry.mutch@cacaainc.org

7. Finance Director:

Stephanie Sgorous

(Name)

Finance Director

(Title)

E-mail address: stephanie.sgorous@cacaainc.org

FAX Number: (850) 222-2043



Capital Area Community Action Agency

309 Office Plaza Drive

Tallahassee, Florida 32301

850.222.2043

www.cacaainc.org

J. Roger Newsome III - Chairman

Tim Center - Executive Director

MEMORANDUM

TO: Tim Center
FROM: Cynthia Valencic
RE: May 13, 2015
DATE: Family Support Services Program Update

Family Self-Sufficiency Program

National Performance Indicator

Goal 1: Low Income People Become More Self-Sufficient

Getting Ahead in a Just-Gettin'-by World

The second semester of Getting Ahead classes has started. In addition, Staying Ahead mentor meetings are being held in Leon and are scheduled for Jefferson counties. The most recent Leon County meeting had a budget training session for the participants.

Family Self-Sufficiency

The Community Services Block Grant modification contract has been submitted to the Department of Economic Opportunity for approval.

Below are enrollments in Getting Ahead and FSSP by County.

County	Enrolled	Graduates	FSSP		Avg Time In
			GA	No GA	
<i>Calhoun</i>	0	3	2	0	
<i>Gadsden</i>	6	5	3	0	
<i>Jefferson</i>	11	16	10	0	
<i>Leon</i>	14	7	8	2	
<i>Liberty</i>	3	2	0	0	
<i>Wakulla</i>	4	4	1	0	

Weatherization Assistance Program

National Performance Indicator

Goal 2: The Conditions In Which Low-Income People Live Are Improved

The Agency has received its Weatherization contract in the amount of \$479,838. The contract is a 10-month contract due to the extension of the 2014 contract which ended April 30, 2014. A number of changes to the program are being implanted in this contract:

A NON-PROFIT CORPORATION CHARTERED BY THE STATE OF FLORIDA



A Certified United Way Agency



- The maximum amount allowable per home has increased to \$7,105.
- The maximum amount per home for health and safety has increased to \$700.
- The anticipated number of homes to be completed is 56 (42 – Leon, 10 – Gadsden, 1 each in Franklin, Gulf, Jefferson, and Wakulla).
- Beginning July 1, 2015, in addition to the post-inspection, all completed work must be inspected and approved by a certified Quality Control inspector. Terry Mutch, Weatherization Program Manager, is the Agency's certified Quality Control Inspector.

The chart below tracks the number of weatherized homes for the contract year-to-date beginning June 1, 2014, through the end of the contract on April 30, 2015.

County	Amount	J	F	M	A	M	J	J	A	S	O	N	D	Total	Wait
<i>Franklin</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<i>Gadsden</i>	\$76,399	0	0	4	2	0	0	0	0	1	3	2	1	13	
<i>Gulf</i>	\$20,824	0	0	0	2	0	0	0	0	0	0	0	2	4	
<i>Jefferson</i>	\$17,761	0	0	0	0	0	0	0	0	0	1	2	0	3	
<i>Leon</i>	\$345,097	3	10	9	10	0	0	0	8	8	1	3	7	59	
<i>Wakulla</i>	\$12,203	0	0	0	0	0	0	0	0	0	1	1	0	2	
<i>Totals</i>	\$472,284	3	10	13	14	0	0	0	8	9	6	8	10	81	

Emergency Services Program

National Performance Indicator

Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential By Strengthening Family and Other Supportive Environments.

The LIHEAP contract for 2015-2016 began April 1, 2015.

Below are the unduplicated counts of households and individuals (HH/IND) served by county during April 2015.

County	Apr. 2015	May 2015	June 2015	July 2015	Aug. 2015	Sept. 2015	Total
<i>Calhoun</i>	14/29						14/29
<i>Franklin</i>	12/33						12/33
<i>Gadsden</i>	63/174						63/174
<i>Gulf</i>	11/20						11/20
<i>Jefferson</i>	39/52						39/52
<i>Leon</i>	327/939						327/939
<i>Liberty</i>	11/25						11/25
<i>Wakulla</i>	23/51						23/51
<i>Totals</i>	500/1323						500/1323

Capital Area Community Action Agency

TO: Board of Directors and Policy Council Members

FROM: Laurie Gan Leiner, Head Start Director

DATE: May 14, 2015

RE: April Head Start Report



We celebrated Head Start's 50th Anniversary at Cascade Park on May 9, 2015. We had a great turnout and fun was had by all.

Incredible Years classes are going extremely well. Parent and staff are reporting improvement in children's behavior. We had three additional staff receive training for facilitating classes in the future. The first group will conclude in early May with 8 parents successfully completing the program.

Planning

The Annual Self-Assessment is being finalized. An update to the Community Assessment is being developed. These and other tools and data will be used in the month of June to develop plans for the upcoming school year.

Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA):

Requirement	TOTAL (378)
PROGRAM STATUS (Monthly)	
Number of Families Enrolled	378
Number of Students Withdrawals	7
Number of Vacancies	11
Number of Students on Wait List	79
Average Daily Attendance (ADA)	86%
Number of Students Recruited during the month	89

During the month of April progress was made in the Average Daily Attendance of children at the centers. There was an overall average of 86% for the program. Bainbridge, Franklin and Royal had an ADA of 89% or higher. However Bond and Murat Hills continued to be low. The Recruitment Plan has been updated and progress is being made to fill centers in August.



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Education:

The School Readiness/Child Outcomes End of Year Report will be finalized during May.

Special Services:

Disabilities: At least 10% of the enrollees should have an Individual Education Plan (IEP) by April 2015. We met this goal.

Disabilities and Mental Health Services as of End of February	Number of Children
Children with Individual Education Plans (IEP)	48
Referrals to Local Education Agency (LEA) for Evaluation	18
Children Receiving Speech and Language Therapy	22
Children Receiving Occupational Therapy	5
Children Receiving Mental Health Services	20
Social/Emotional Screenings completed	394
Referrals to the Mental Health Consultant	34
Positive Behavior Support Plans	12

Health and Nutrition Services:

Following is the number of meals served to Head Start children in April:

Breakfast	6,617
Lunch	6,808
Snack	5,590

Training

Three Family Advocates received training to be trainers for Incredible Years. Staff received training on ERSEA Final Rule and Self-Assessment. Two staff attended ChildPlus training. The Parent Engagement Coordinator and Head Start Director attended the Florida Head Start Association Annual Conference.

Capital Area Community Action Agency
Head Start Policy Council Meeting
April 9, 2015
Minutes

Meeting called to order at 6:15 p.m. by Chanise Brown.

Roll call was taken. Representatives present included the following: Faline Moses, Na'Sheida Francois, Chanise Brown, Rachael Carroll, Charlean Lanier, Dawn Spann, Jeanette Sailor and Luciana Brown.

Capital Area Community Action Agency staff people included the following people: Angela Mills, Darrel James, Laurie Gan Leiner and Nichele Richards.

Other guest was Head Start parent Eric Brown, husband of Representative Chanise Brown.

A quorum was established by Chanise, so the meeting proceeded as planned.

Action Items

A. Financial Report

- Dawn gave the financial report, which included monthly credit card statements and in-kind match report. She reported that revenue is at 50% and expenditure 47%. Match is at 70% and \$217,875.78 is needed by 06/30/2015. It was noted that there was a credit returned on card from training. Most of food charges on credit card are from incredible years and parent meetings.
- There was a concern by Charlean Lanier that Policy Council Report is not accurately accounting for where we are concerning the budget. Laurie stated she wants the report to be as accurate as possible. Dawn Spann suggested running the report for 1 month prior and will ask Stephanie about putting out that report. Charlean made a motion to accept the financial report, and Faline seconded the motion; the motion carried unanimously.

B. Minutes

- The minutes for the last Policy Council meeting, which was held March 12, 2015, were reviewed by representatives at this time. Laurie asked Darrel where were the decisions that were made about parent representatives from some centers not showing to meetings. Chanise stated it was under her report and Laurie agreed to leave it there since it was documented already. Chanise asked were there any questions about the minutes and Luciana Brown asked is the discussion about closing smaller centers still up in the air. Laurie answered that it is not in writing but should be a go for new school year. Stated looking to close either Murat Hills or Bond permanently. Laurie stated there are 5 vacant classrooms at Wesson and also planning to open center by Carney Center called Honey's house. Na'Sheida asked if center is closed which center will her son go to. Angela and Laurie answered that it will be her choice. Luciana asked will

Bainbridge be incorporated since its full day and Laurie and Angela stated that nothing is final yet and they are still analyzing some things. If all goes as planned South City will become a full day center as well.

- Faline made the motion to accept the meeting minutes, and Na'Sheida seconded the motion; the motion carried unanimously.

C. Personnel Actions

- Chanise asked if there were any personnel action items for today and Angela stated no.
- Laurie stated that there were some issues with the 1st choice candidate for QA position and she will be meeting with the other 2 candidates for a 2nd time before making decisions
- Faline asked was Bainbridge fully staffed and Angela said yes but there are still some people out on sick leave so substitutes are still there. Faline said some parents are concerned about their children being dropped off in morning and not having teacher in classroom. Angela stated that all children go to the front room until 8:00 a.m. when their teacher takes them to other classrooms.

D. Calendar

- Laurie presented the calendar and stated there will be separate calendars for Franklin, Jefferson, and Leon county since holidays and closings are different in each county.
- Charlean made the motion to accept and Faline seconded the motion; the motion carried unanimously.

Selection Criteria

- Laurie could not find the documentation of where the selection criteria was reviewed and approved. It was stated they were approved in January when Laurie was out. Laurie stated that we need to go back and fix the minutes for January to show that documentation.

School Readiness Report

- Angela reported that the assessment scores were finalized in February. Angela stated that the 2nd assessments for the children started in October and ended end of January. Angela stated at the time this was finalized 86% of 3 year olds and 53% of 4 year olds were meeting expectations according to teaching strategy goals.
- Angela stated teachers may need more training on how to measure the objectives. Mentor coaches are meeting with the teachers to go over scoring the children.
- Angela stated that she has reviewed the children who are frequently absent at each center and that it plays a big role in the assessment scores. Angela also mentioned that there are many more 4 year olds with IEP's.

- Charlean asked what is being done with the children who are frequently absent; are they replaced. Darrel stated that if we excuse each child out then we will be very low in each school. He also stated that some wait lists are down to only 1 or 2 kids. Charlean asked if there were parents out there who want free child care and Darrell said yes but they are not on our list. Laurie stated that if we have a child who has not followed policy and we gave them leeway past the 10 days and working with parents has not helped, then they have to be terminated as we are not helping the children. Charlean asked how do we recruit and Darrel and parents named the various ways. Charlean stated that she finds it hard to believe that we don't have a waiting list knocking the door down.
- Faline stated that she believes the problem is the perception that people have of Head Start.
- Charlean asked how we change people perceptions to increase the wait list. Suggestions were made to campaign, be detailed, and to let parents know that our teachers are highly credentialed. Darrel stated parents are looking at how nice and up to date the facilities are
- Laurie asked Angela is it possible for Angela to report at the next policy council meeting any improvement and Angela stated she doesn't think so because that means the children will have to be assessed again before the beginning of May.

IM's, PI's, and Policy Clarifications

- No Information Memorandums, PI's or Policy Clarifications

Self- Assessment

- Laurie stated that self-assessment meeting was conducted right before the Policy Council meeting and anyone can get involved. If anyone who wasn't in the training wants to participate they can see Laurie after the meeting. Also in-kind can be counted.
- Chanise stated that there are certain things that parents can do and certain things that they cannot. Laurie agreed and stated that parents cannot do anything that involves a child's confidentiality.

Director's Report

- Laurie stated she neglected to add the information to her report regarding the centers however, it was already discussed.
- Information shared about 50th Anniversary celebration and Laurie asked were flyers up at the center. Angela stated no flyers were up and Laurie stated she needs them up by the next day.
- Laurie has received positive feedback from team about Incredible years.
- As of 03/31/2015 we have 376 children enrolled. Laurie stated numbers will be reduced in Jefferson County next year due to the difficulty of filling spots in that county.
- Average daily attendance dropped in mid-March to 83%. Laurie stated that the problem with attendance and ERSEA is that if VPK children are not in school we do not get the \$13.78 a day which affects our funding.

- Laurie discussed presentation and process that will take place on the following Tuesday for grant funding at United Way. Grant this year \$85,000 to help with speech/ occupational therapy.

Chairperson's Report

- Chanise asked for an update on the male involvement. Eric Brown proposed that the dads get involved with the 50th anniversary celebration. Darrel stated that their next meeting will be on April 18th at New Times with Willie Williams of Distinguished Young Gentlemen. The males will be cooking on the grill for the anniversary celebration.
- Chanise stated that Ruedigiar Elementary donated their cafeteria to conduct the transition ceremony for the centers on May 27th at 6 p.m. She has been talking with Star Metro to possible provide transportation to and from Ruedigiar.
- Chanise mentioned that she has been talking with some teachers who knows their time will be voluntary and she will go to all parent meetings to discuss plans with parents. Laurie stated that she just returned from training where she was informed that teachers cannot volunteer their time. The teachers will either have to be given Flex time within the same week in which they will not be in classrooms with children or they have to be paid overtime. Nichele asked how long the ceremony will be and Chanise stated 1 hour and ½. Luciana Brown stated that she wants to see this policy in writing. Angela stated she doesn't get anything of this sort in writing. Ms. Brown asked can we get teachers from the public school to volunteer and Laurie stated that we would want our own children's teacher at the ceremony. Chanise asked about location of caps and gowns and Angela stated that she think 35 are here and some may be in storage but she will check and see.
- Laurie asked what the plan/program for transition ceremony was and Chanise stated 3 year olds will get certificate to move up and kids will sing. Angela stated teachers cannot practice songs or rehearse anything during Head Start time in association with the transition ceremony. Laurie was concerned with the amount of children involved and the time they would have to sit. Laurie recommended Chanise sit with Nichele and Venitta to come up with a solid plan to be critiqued. Angela stated that Chanise find out what the capacity in cafeteria is.
- Laurie stated no food can be brought in to centers during school time and Angela corrected her and said no Head Start event.
- Chanise stated that she will be moving and May will be the last meeting she will be chair and Faline will be stepping up from Vice chairperson to chairperson.
- Angela stated that there has been no date set for Volunteer recognition ceremony as of yet.
- Chanise stated that Kierra Mitchell has missed more than 3 meetings and needs to be dismissed. Faline made the motion to remove Kierra Mitchell, and Na'Sheida seconded the motion; the motion carried unanimously. South City is now vacant.
- Chanise stated Juan Copeland has missed several meetings. Na' Shaeida made the motion to remove Juan Copeland and Faline seconded the motion; the motion carried unanimously

ERSEA Final Rule Training

- Darrel completed the training for policy council members.

Open Discussion and Center Feedback

- Na' Sheida asked who will be vice chairperson when Faline steps up and Angela stated we will vote on it next meeting if we have any interested candidates.

The meeting was adjourned at 8:30 p.m. by Chanise Brown.

The next meeting will be Thursday, May 14th at 6:00 p.m.

**Financial Statement Narrative
For the Six Months Ending March 31, 2015
Capital Area Community Action Agency**

As of March 31, 2015, we are halfway through the fiscal year and, as a benchmark, we would expect the year-to-date actual expenses to be approximately 50% of the annual budget. At month end, the Year to Date Actual Revenue and Expenses are 65% and 64% of their respective budgets. This is due to two grants being completed in March.

Our overall year to date net income is \$74,696 however; this amount is skewed due to a later in the month drawdown of Head Start Funds that will be offset by expenses in the subsequent month.

As of quarter end, In-kind revenue and expenses for Federal purposes is \$444,236. Total non-Federal Share matching funds are \$605,739, which is 84% of the \$722,641 required for Federal match purposes by June 30th.

Expenditure Variances and Explanations

Staff Screenings – ahead of where we would expect due to an increase in hiring. This expense occurs on an as needed basis.

Travel – Out of Area and Training/Meetings/Workshops – These are above the budget benchmark; however, these expenses are not incurred evenly throughout the year. There is sufficient budget for these in related Travel and Training categories if conserved for the remainder of the fiscal year.

Office, Program and Classroom Supplies - This category is over budget due to a number of purchases made at the beginning of the Head Start school year. Funds from Kitchen and Medical/Dental supplies will be used to cover a portion of the overages. The items that were purchased in these categories are purchased at the beginning of the year and are expected to be used over the entire school year.

Copies, Printing, etc. - This category is over budget due to unusually high activity earlier this year. Measures have been taken to reduce copy costs going forward, such as grayscale and duplex printing. We are realizing cost trend reductions as a result.

Contractual Services – most of overage is a result of our contract with Franklin County School Board. This previously would have been charged to a number of different areas including salaries for teachers, cooks and bus drivers, utilities, insurance, building maintenance and repair, etc. The rest is due to the fees associated with e-rebates, which were not contemplated in the original budget, but which are paid completely from the e-rebate revenues.

General Liability and Property Insurance – over expected budget benchmark due to a down payment binder of \$10,000 made at the beginning of the fiscal year.

**Financial Statement Narrative
For the Six Months Ending March 31, 2015
Capital Area Community Action Agency**

Communications - This is ahead of where we would expect due to upgrades made at the beginning of the fiscal year which were one-time expenses.

Technology – is over-budget due to the website redesign, which was not in the original budget. Any overage is expected to be covered from equipment and other categories.

Client Assistance - This is ahead of where we would expect due mainly to two grants which are in the last month of their respective grant periods. Likewise, this category will seem to be behind where we would expect when the new grants begin.

Assets

Petty Cash	498
Cash in Bank -Operating	261,264
Cash- in Bank - Restricted	76,812
Grants Receivable	377,223
Prepaid Insurance	297
Building	245,000
Accumulated Depreciation - Building	(80,514)
Equipment	9,022
Other Assets	1,966
<i>Total Assets</i>	891,568

Liabilities and Net Assets**Liabilities**

Accounts Payable	117,167
Accrued Fringe Benefits	11,705
Accrued Payroll Taxes	9,440
Contingent Liab Sunshine St	22,993
Liability- HS Parent Activity	3,605
Notes Payable	138,473
Deferred Income	193,318
<i>Total Liabilities</i>	496,701

Net Assets**Beginning Net Assets**

Unrestricted Net Assets	22,053
Invested Property Equipment	298,118
<i>Total Beginning Net Assets</i>	320,171
Current Net Income	74,696
<i>Total Net Assets</i>	394,867
Total Liabilities & Net Assets	891,568

Capital Area Community Action Agency
Statement of Revenues and Expenditures
For the Six Months Ended 3/31/2015

		Total Budget - Original	Current Year Actual	Total Budget Variance - Original	%
Revenue					
4000	Government Contracts - FEDERAL	2,890,563	1,800,213	1,090,350	62%
4010	Government Contracts - STATE	2,332,539	1,827,976	504,563	78%
4020	Government Contracts - LOCAL	125,000	52,878	72,122	42%
4100	Grants - Other Not-for-Profits	18,478	4,673	13,805	25%
4200	Contributions	27,400	3,084	24,316	11%
4210	Contributions- Restricted	0	20,043	(20,043)	100%
4300	Special Events	40,375	1,050	39,325	3%
4320	Commissions-Vending/Photo	1,100	842	258	77%
4950	Interest Income	200	0	200	100%
4960	Fringe Pool Revenue	654,452	341,237	313,215	52%
4970	Indirect Pool Revenue	531,034	242,691	288,343	46%
4995	Other Revenue	0	19,137	(19,137)	
	Total Revenue	<u>6,621,141</u>	<u>4,313,824</u>	<u>2,307,317</u>	<u>65%</u>
Expenditures					
6010	Salaries & Wages	2,347,306	1,348,250	999,056	57%
6110	Fringe	654,452	351,773	302,680	54%
6120	FICA	178,929	80,915	98,014	45%
6130	Unemployment	32,944	28,494	4,450	86%
6140	Workers Compensation	25,147	19,689	5,458	78%
6150	Health Insurance	363,162	110,979	252,183	31%
6160	Life Insurance	22,292	10,590	11,702	48%
6170	Retirement	31,978	13,015	18,963	41%
6180	Staff Screenings	887	1,110	(224)	125%
6210	Indirect Costs	447,521	253,641	193,880	57%
6310	Travel - In Area	10,307	7,201	3,105	70%
6315	Travel - Out of Area	1,443	3,169	(1,726)	220%
6410	Office Supplies	16,347	17,434	(1,087)	107%
6415	Program Supplies	11,632	14,855	(3,223)	128%
6420	Classroom Supplies	42,513	45,238	(2,725)	106%
6430	Kitchen Supplies	62,270	9,635	52,635	15%
6440	Medical/Dental Supplies	2,627	0	2,627	0%
6510	Copies/Printing/Copier Maintenance/Toner/Paper	20,001	16,500	3,501	82%
6600	Postage and Delivery Expense	6,939	3,805	3,134	55%
6710	Contractual Services/Professional	45,503	87,566	(42,063)	192%
6720	Speech Services	30,000	13,723	16,277	46%
6740	Mental Health Services	10,000	2,833	7,167	28%
6750	Health/Fitness	80,000	43,516	36,484	54%
6810	Rent/Space Cost	260,243	127,854	132,389	49%

Capital Area Community Action Agency
Statement of Revenues and Expenditures
For the Six Months Ended 3/31/2015

6820	Utilities	75,573	45,274	30,299	60%
6830	General Liability and Property Insurance	39,973	27,299	12,674	68%
6840	Communications	45,024	41,197	3,827	91%
6850	Repairs and Maintenance- Building	146,463	75,416	71,046	51%
6910	Equipment Maintenance	26,135	14,364	11,771	55%
6920	Vehicle Expense	41,447	16,022	25,424	39%
6930	Equipment Lease	23,449	9,118	14,331	39%
6940	Technology	17,608	32,092	(14,484)	182%
7010	Fees, Licenses, and Permits	3,396	1,702	1,695	50%
7020	Dues/Subscriptions	6,718	3,055	3,663	45%
7100	Volunteer	500	48	452	10%
7110	Special Events	14,725	4,898	9,827	33%
7210	Client Assistance	1,090,113	1,160,789	(70,675)	106%
7310	Equipment (\$5,000 or more)	23,135	0	23,135	0%
7320	Expendible Equipment	35,981	4,947	31,034	14%
7410	Registration Fees	6,000	2,654	3,346	44%
7420	Training/Meetings/Workshops	54,451	55,229	(778)	101%
7430	Staff Development	5,240	2,275	2,965	43%
7440	Advisory/Board Member Expenses	8,000	4,843	3,157	61%
7450	Advertising	5,816	492	5,323	8%
7460	Parent Activities	1,134	598	536	53%
7510	Raw Food Cost	202,590	123,120	79,470	61%
7610	Interest Expense	0	146	(146)	100%
7630	Bank Service Charges	3,000	1,764	1,236	59%
	Total Expenditures	<u>6,580,912</u>	<u>4,239,128</u>	<u>2,341,784</u>	<u>64%</u>
	Excess Revenue over (under) Expenditures	<u>40,229</u>	<u>74,696</u>	<u>34,467</u>	

Capital Area Community Action Agency

EXECUTIVE DIRECTOR REPORT MAY 2015

Administrative

- Working with Paychex on proper systems regarding both payroll and time clock
- Still waiting for EEOC decision regarding Head Start employee's age discrimination claim.

Impact: Better benefits for staff. Better fiscal accountability.

Programmatic

- *Getting Ahead in a Just-Gettin'-By World* classes started for Leon, Wakulla, Gadsden and Liberty/Calhoun Counties – 40 students.
- *Staying Ahead* mentorship program running in Leon and about to launch in Jefferson County – self-sufficiency mentorship.
- Looking to relocate Head Start programs in Leon and Jefferson Counties.

Impact: Redesigning entitlement programs to toward more independency services.

Communications and Outreach

- Ongoing meetings with Leon County Schools Superintendent and School Board members to discuss use of old-Wesson Elementary campus at Orange Avenue and Meridian.
- Website launched
- Gadsden Bridges out of Poverty Executive Team – lead by Talquin – met in Quincy in May – working to draft a mission statement
- Head Start 50th Anniversary celebration at Cascades Park
- Tallahassee Democrat articles including Sunday editorial – Tyranny of the Moment
- Meeting with Tallahassee Democrat Skip Foster
- Set a meeting with Sue Dick, Tallahassee Chamber, to discuss messaging

Impact: Developing the infrastructure necessary to support the Agency mission

Resource Development

- Board Prospects
 - Shirley Washington, Jefferson – Public Sector – Education/School Board
- Orientation
 - Sandra Saunders, Low-Income Sector, Jefferson County
- Preparing to seek Head Start grant for Calhoun, Liberty and Wakulla Counties



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- Pig Fest
 - June 5-6, Fairgrounds
 - June 6 – Cook-off
 - 31 cook teams as of May 18 – need 40 to break even
 - Sponsor Packet developed – please distribute and share
 -
 - *Board to share prospect list with Executive Director – PAST DUE*

Impact: Broaden the community network supporting the Agency efforts and services.

Florida Association for Community Action Board

- Annual Conference
 - May 12-15, Orlando, Rosen Plaza Hotel
 - Presenting *Getting Ahead/Staying Ahead* – great success
 - Charlean Lanier received Volunteer of the Year.
 - Allen Stucks attended
 - Need to schedule ROMA training
 - Met with Jeannie Chafin, HHS to discuss pilot project funding for two-generation services
- Working on an Executive Directors Meeting for summer

Out of Office

- May 19-20 – CareerSource Florida Board of Directors, Jacksonville
- June 11-13 – Leadership Florida Annual Meeting, St. Petersburg
- June 24-27 – Florida Bar Annual Meeting, Boca Raton
- July 16-17 – Vacation
- July 23-24 – Vacation

Capital Area Community Action Agency, Inc.
Executive Board Meeting
April 21, 2015

MINUTES DRAFT

Members in Attendance:

Roger Newsome, Chair
Charlean Lanier, Vice Chair
Allen Stucks, Treasurer
Pamela Manuel, Secretary

CACAA Staff:

Tim Center
Nina Self
Laurie Leiner
Cynthia Valencic
Keith Dean

The meeting was called to order by the Chair at 5:35 p.m. and a quorum was established.

Mr. Newsome called for review and approval of the agenda. He stated that at the next meeting he wanted to have a discussion on the need to modify the Paid Time Office (PTO) payouts for employees that separate from the agency. There were no changes to the current agenda.

The first item of business was the review and approval of the CSBG modification of the contract and the Corporate Resolution for the new CSBG/MOD contract.

Mr. Center stated that this modification is done at the beginning of each new CSBG grant. This modification added Pamela Manuel as the Secretary of the Board. Ms. Lanier motioned to approve the Corporate Resolution for the CSBG Modification and Ms. Manuel seconded the motion. It was unanimously approved.

Program Reports

Mr. Center provided the following updates on Agency programs:

Family Support Services

- The Staying Ahead program held orientation for the mentors which was well attended. This program is the next phase after Getting Ahead (GA) where the graduates of GA are paired with two mentors to assist them in meeting goals shared in their life story plan.
- The Agency had not received the new contract for Weatherization at the time of the meeting so there was no update to report.
- The Agency was successful in spending all of the allocated LIHEAP funds for the 2014/15 program year. There was a two week period when the Agency had to suspend services because all the funds were gone. The contract for the new program year began on April 1, 2015, and staff has resumed processing services for clients.

Head Start

- The Florida Head Start Conference will be held in Orlando the week of April 27th. Ms. Leiner will be attending to represent the Agency. She also attended the National Head Start Conference in Washington, DC.
- Nichele Richards was hired as the new Parent Engagement Coordinator. She is working with Fatima Alexander and Haley McCrary to learn the Incredible Years training for Head Start parents. There are two Incredible Years session going on at this time.
- Ms. Leiner will be making an offer to the selected candidate for the Quality Assurance Manager position. This is a new position. With Policy Council approval the candidate should be on board by mid-May.
- The Head Start student recruitment process is ongoing. The Family & Community Engagement team is working with parents to improve the student daily attendance which has decreased this year.
- The Winter School Readiness Report was included. Board members requested staff to prepare a trend report for the next full Board meeting based on the information given over the past years in this report.

Fiscal

- Mr. Dean reported that the auditors are still working on the year-end financial audit.
- As of January 31, 2015, the revenues and expenses were at 39% of the budget for the period. The benchmark should be around 33%. It should level out in the next quarter. The Agency is ahead of schedule for the in-kind match.
- Mr. Stucks reported that the P&L schedule was missing from the package and the Board needs this information. Mr. Dean stated it was an oversight and he would email the document to the members at the end of the meeting. Mr. Newsome asked how much was the Agency over budget due to technology? Mr. Dean stated the upgrade to the Agency website was budgeted at \$10,000, but due to some additional work needed to get the job done it was now \$15,000.

Executive Director's Report

Mr. Center announced that there will be an ERSEA training for the Board members at the May 26th meeting.

Pigfest, the annual fundraiser for the Agency, will be held June 6, 2015. To date there are six Cook Teams registered. We need 40 to break even on the prize money. Mr. Center had asked all Board members to give him a list of businesses to contact for sponsorship. To date only three members, Ms. Lanier, Mr. Weinke and Ms. Palmer have responded. Sponsorship and Board participation is critical if we are to have a successful and profitable event.

Chairman's Report

Mr. Newsome stated that he likes the new website. He encouraged all the Board members to sign in and take a look. They need to let staff know if there are any corrections that need to be made.

The Agency is still waiting on the Head Start refunding announcement. No news as of yet. Mr. Newsome said the Agency needs to look at other Head Start grant funding opportunities in other counties that we provide service to.

Mr. Newsome reported that he met with Mr. Center on his performance evaluation and contract. He would like to continue the discussion with other Executive Committee members in a closed meeting without staff.

Staff was dismissed at 6:10 p.m. so the Executive Committee could have a closed session with the Executive Director.

Minutes recorded by:
Nina Self
Chief Operating Officer

Pamela Manuel, Secretary

Date: _____