

# Capital Area Community Action Agency

## EXECUTIVE COMMITTEE

### Agenda

Tuesday, June 20, 2017 – 5:30 pm  
309 Office Plaza Drive, Tallahassee

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- I. Call to Order Charlean Lanier, Chair
- II. Agenda Approval
- III. Sign-in/Attendance/Introductions
- IV. Consent
  - A. Executive Committee Minutes May 16, 2017
- V. Action – Recommendation for Review and Approval
  - A. Fiscal Report
    - Narrative
    - Revenue & Expenditures Agency - 2 page
    - Balance Sheet
    - Credit Card Activity Spreadsheet
    - Credit Card Statements
    - Revenue & Expenditures by program
    - Head Start Match
  - B. FY 2017-18 Weatherization Assistance Program Grant
  - C. Head Start – Franklin County
- VI. Program Updates
  - A. Family Support Services Department
  - B. Head Start
- VII. Chief Executive Officer's Report
- VIII. Chair's Report
- IX. Adjournment

**Next Executive Committee Meeting 4/18/17 – 5:30 pm – 309 Office Plaza Drive**

**Next Board of Directors Meeting 3/28/17 – 6:00 pm – Ghazvini Center for Healthcare Education**



309 Office Plaza Drive • Tallahassee, Florida • 32301 •  
850.222.2043  
[www.CapitalAreaCommunityAction.org](http://www.CapitalAreaCommunityAction.org)





Capital Area Community Action Agency, Inc.  
Executive Board Meeting  
April 18, 2017

**Members in Attendance:**

Charlean Lanier, Chair  
Cheryl Thompson, Vice Chair  
Brandon Wienke, Treasurer  
Harold Ross, Secretary

**CACAA Staff:**

Tim Center  
Nina Self  
Stephanie Sgouros

The meeting was called to order by the Chair at 6:10 pm and a quorum was established.

Ms. Lanier called for the review and approval of the agenda. Mr. Ross moved for approval and Mr. Wienke seconded the motion. It was unanimously approved.

The next item was the Consent Agenda which included the Executive Committee minutes from the February 21, 2017 and March 21, 2017 meetings. Mr. Ross moved for approval of the Consent Agenda and Mr. Wienke seconded the motion. It was unanimously approved.

**Action Items**

***Fiscal Report***

Ms. Sgouros gave the fiscal report for the period ended 2/28/17. She stated that we were five months into the fiscal budget year, and we were on track with our expenditures. She reported expenses and revenues are at 49%, and In-kind Contributions were at 53% which is where we should be at this time of the year. There were no new variances to discuss. Mr. Wienke moved for approval of the fiscal report and Mr. Ross seconded the motion. It was unanimously approved.

**Program Updates**

***Head Start***

Mr. Center reported that he has received calls and emails from concerned citizens in Franklin County regarding the closing of the Head Start program there. He continues to dialog with the community group to provide technical assistance as they find ways to continue childcare services in their area.

The license for the Franklin Head Start center expires five days before school ends. Mr. Center contacted DCF to inform them that we wouldn't need the license for the next school year and they agreed to extend the current license for the five additional days.

**CEO Report**

Mr. Center thanked the Committee for supporting the purchase of the main office building. The offer was submitted to Centennial Bank on Friday, April 14, 2017, and the offer was accepted on Monday, April 17, 2017. There were no other offers on the table at that time. The amount of the offer was \$525,000 which was the appraisal amount. Prior to finalizing the offer the agency will get an inspection on the major components of the building to include HVAC, roof, electrical and elevator.

Mr. Center met with Rocky Hanna, Leon County Superintendent of Schools to request resources needed for the next school year. Mr. Hanna agreed to give us two additional classrooms at South City, and a school bus.

The next Executive Committee meeting will be held on May 16, 2017. The next full Board meeting will be held on May 23, 2017.

The meeting was adjourned at 6:30 pm by the Board Chair.

\_\_\_\_\_  
Harold Ross, Secretary

Date: \_\_\_\_\_

Capital Area Community Action Agency, Inc.  
Executive Board Meeting  
May 16, 2017

**Members in Attendance:**

Charlean Lanier, Chair  
Cheryl Thompson, Vice Chair\*  
Brandon Wienke, Treasurer\*  
Harold Ross, Secretary\*

**CACAA Staff:**

Tim Center  
Nina Self  
Stephanie Sgouros

\*Present by phone

The meeting was called to order by the Chair at 5:30 pm and a quorum was established.

Ms. Lanier called for the review and approval of the agenda. Mr. Wienke moved for approval and Ms. Thompson seconded the motion. It was unanimously approved.

The next item was the Consent Agenda which included the Executive Committee minutes from the April 18, 2017 meeting. Mr. Wienke moved for approval of the Consent Agenda and Ms. Thompson seconded the motion. It was unanimously approved.

**Action Items**

***Fiscal Report***

Ms. Sgouros gave the fiscal report for the period ended 3/31/17. She stated that we were half way through the fiscal budget year, and we should be at about 50% of the annual budget for revenues and expenditures. She reported some Head Start expenses are closer to 60% such as staff screenings, but they should be back on track due to the summer break. Overall year to date net income is \$2,478. We are at 65% or meeting the required federal match for the fiscal year ending September 30, 2017. Ms. Sgouros stated the credit card statements were submitted but not in the Executive Committee package. They will be in the package for the full Board meeting on next week. Mr. Wienke moved for approval of the fiscal report and Mr. Ross seconded the motion. It was unanimously approved.

**Program Updates**

***Head Start***

Mr. Center reported that transition ceremonies for all of the Leon centers will be held on 5/17/17 at the Ghazvini Center. Jefferson was held on 5/12/17 and Franklin's will be held on 5/19/17 with their Family Fun Day following the ceremony.

Mr. Center met with representatives of the Leon County School Board. They have agreed to give us two additional classrooms on the Wesson (South City) campus. This is needed due to the closing of the Bainbridge Road Center. We will also expand Mabry to add an additional class to accommodate the other slots from three classes at Bainbridge Road. We asked for the use of the

kitchen at Wesson but that may not be an option because there is a lot of work to be done and a lot of expense to bring it up to code. Mr. Center stated there are no new federal regulations in regards to curriculum. He also said we would lose a great deal of federal match due to the decision to close Franklin County in August. We must find ways to replace that match.

The Franklin County Task Committee has contacted Captain Bailis at the HHS Region IV office in Atlanta, Congressman Dunn and Senator Nelson with their concerns regarding closing Head Start in their county. HHS Region IV has been working with us throughout the process. A telephone conference will be held with Captain Bailis, Director of Region IV and Ronniece Boston our Program Specialist on 5/18/17 to make sure we are all on the same page. Ms. Lanier asked what the Board could do to bring this issue to closure. Mr. Center said Captain Bailis pointed out that our grant proposal stated that we will serve three counties. The Franklin County community has rallied to save Head Start in their county. He said it would be in our best interest to provide Head Start in that county. Ms. Lanier asked where were they when we were trying to save Head Start in their county. Mr. Center said the biggest issue was not being able to find staff with the right qualifications, but now it is also we have no location to operate. Mr. Lanier asked if HHS approved for us to move the slots from Franklin. Mr. Center said he was told as long as we could prove the business case to do so, which we could, that it should be okay. The public outcry made HHS hesitate and rethink the issue. Mr. Center said he had detailed conversations with Ronniece, Lili Copp and Captain Bailis prior to the Board voting to leave, and they all understood our decision and were okay with it. They even told us we would have to amend our grant application accordingly.

#### ***Weatherization***

The program is currently operating under two different contracts which overlap. The 2016 contract was extended to 9/30/17 in addition to a Department of Energy Budget increase of \$77,995. The 2017 contract began in April.

#### ***Emergency Services***

We are doing good with spending the LIHEAP dollars. Some communities need to spend more, particularly Gulf. There are no rental funds available now.

#### ***Family Support Services***

We are currently interviewing for the Case Manager vacancies in Leon, Gadsden and Wakulla Counties. We plan to have them filled by mid-June. New Getting Ahead classes will be launched in all counties in August. This will give us time to retool and train the new staff.

#### **CEO Report**

##### ***Building Purchase***

Our offer to purchase the main office building was accepted. We have been working on getting estimates for any repairs and maintenance that may be required within the next couple of years so we know what we will be faced with. We will also need it as we finalize the negotiations. So far we know we need a roof which is estimated at \$33,000 and will possibly need to replace part of the HVAC system which is around \$30,000. We are also getting inspections and quotes on

electrical, plumbing and the elevator. We have 60 days to close after all the inspections are completed.

The next Executive Committee meeting will be held on June 20, 2017. The next full Board meeting will be held on May 23, 2017.

Ms. Thompson moved to adjourn the meeting at 6:22 pm. It was seconded by Mr. Ross, and unanimously approved.

\_\_\_\_\_  
Harold Ross, Secretary

Date: \_\_\_\_\_

DRAFT





**Financial Statement Narrative  
For the Seven Months Ending April 30, 2017  
Capital Area Community Action Agency**

As of April 30, 2017, we are just over 58 percent of the way through the fiscal year and, as a benchmark, we would expect the year-to-date actual expenses and revenue to be around 58% of the annual budget with some Head Start expenses closer to 70%. At month end, the Year to Date Actual Revenue and Expenses are 59% and 58% of their respective budgets. Our overall year to date net income is showing as \$108,981. While a good amount of this money is restricted, much is excess VPK earnings and can be used to cover Head Start obligations, such as needed child health services.

March's In-kind revenue for Federal purposes was \$53,170. When paired with our local match for the year of \$286,423, we are at 77% of the \$834,856 Federal match required for the fiscal year ending September 30, 2017.

**Expenditure Variances and Explanations**

The Statement of Revenue and Expenditures tracks year-to-date progress by budget line item. Actual revenues and expenditures are compared to the original budget for each budget line item by amount and percentage. Some budget line items may be below or above the expected percentage at any given point in the year. This can be caused by something as innocuous as the revenue or expense occurring unevenly at different points of time during the year, such as a one-time insurance payment. In other words, one twelfth of every budget item is not necessarily paid each month. Therefore, when there is a significant variance, the following explanations are provided. It is important to note that, while a specific line item may be over budget, the overall Agency budget should not be over budget. Adjustments are often made at the end of a grant or fiscal year to ensure that all budgets are balanced.

Unemployment- is over benchmark budget because this is charged on the first \$7500 earned by employees each year. As the year progresses, this expense drops significantly.

Staff Screenings- is over budget due to an influx of Head Start employees.

Program Supplies- is over the benchmark budget due to a number of purchases related to Incredible Years. This budget line has been depleted in the United Way grant so it will come back under budget over the course of the year.

Classroom Supplies- is a bit over benchmark budget due to a large number of classroom supplies being purchased in March. The rest of the funds will be budgeted to be purchased over the remainder of the fiscal year.

Contractual Services – Health – is over budget due to evaluations and more services at the beginning of the year. This is a new line item that was formed from Speech, Mental and Health Services.

**Financial Statement Narrative  
For the Seven Months Ending April 30, 2017  
Capital Area Community Action Agency**

General Liability and Property Insurance – is over the benchmark budget due to a large upfront deposit. This expense occurs over 10 months.

Vehicle Expense – part of the Auto Insurance is charged to this line item and is tied to the large upfront deposit as above. This balance will come back in-line with budget during of the course of the year.

Fees, Licenses and Permits – is over the benchmark budget due to staff screening charges being reallocated to this line item. This expense will even out over the course of the year.

Dues and Subscriptions – is over the benchmark budget due to a large number of subscriptions due in the early part of the year but will even out.

Registration Fees – this item is over benchmark budget due to a change in the way registrations are now accounted for, separately from other travel costs. Any overages will be covered by training and out-of-town travel budget.

Raw Food Cost – is slightly over the benchmark budget. Over the course of the year, this should even out, especially as there will be no expenses in this category in June and July.

Contributions and Legal Expenses - are both over their benchmark budget due to settlements in two Human Resource lawsuits, which were not anticipated in the original budget. Insurance reimbursed CACAA for most of the cash outlay.

Capital Area Community Action Agency  
Balance Sheet  
For the 7 Months Ended 04/30/17

	Current Period Balance
<b>Assets</b>	
Petty Cash	510
Cash Operating Hancock Bank	270,235
Cash-Bank Restricted	77,740
Grants Receivable	524,811
Building	245,000
Accumulated Depreciation - Building	(70,795)
Equipment	76,691
Total Assets	<u>1,124,192</u>
<b>Liabilities and Net Assets</b>	
<b>Liabilities</b>	
Accounts Payable	78,450
Accrued Leave	59,615
Accrued Wages	21,789
Accrued Fringe Benefits	2,586
Accrued Taxes	2,641
Contract Advances	80,487
Due to Grantor	0
Contingent Liab Sunshine St Micro Unobligated	22,993
Liability- Head Start Parent Activity	3,605
Notes Payable	<u>138,473</u>
Total Liabilities	410,640
<b>Net Assets</b>	
Beginning Net Assets	
Unrestricted Net Assets	279,663
Invested Property and Equipment	<u>324,898</u>
Total Beginning Net Assets	604,561
Current Net Income	<u>108,991</u>
Total Net Assets	<u>713,552</u>
Total Liabilities and Net Assets	<u>1,124,192</u>



Capital Area Community Action Agency  
Statement of Revenues and Expenditures  
For the Seven Months Ended 4/30/2017

		Total Budget	Current	Total Budget	
		Original	Year Actual	Variance -	%
				Original	
<b>Revenue</b>					
4000	Government Contracts - FEDERAL	3,339,421	2,008,406	(1,331,015)	60%
4010	Government Contracts - STATE	3,511,868	2,007,837	(1,504,030)	57%
4020	Government Contracts - LOCAL	119,500	75,144	(44,356)	63%
4100	Grants - Other Not-for-Profits	26,000	17,773	(8,227)	68%
4200	Contributions	7,500	6,307	(1,193)	84%
4210	Contributions- Restricted	15,000	75,217	60,217	501%
4300	Special Events	0	582	582	
4320	Commissions-Vending/Photo	1,100	860	(240)	78%
4950	Interest Income	0	66	66	
4960	Fringe Pool Revenue	736,907	383,284	(353,623)	52%
4970	Indirect Pool Revenue	613,907	354,139	(259,768)	58%
4995	Other Revenue	0	5,738	5,738	
	<b>Total Revenue</b>	<b>8,371,203</b>	<b>4,935,355</b>	<b>(3,435,848)</b>	<b>59%</b>
<b>Expenditures</b>					
6010	Salaries & Wages	2,688,796	1,515,489	1,173,306	56%
6110	Fringe	743,615	376,024	367,591	51%
6120	FICA	200,000	113,148	86,852	57%
6130	Unemployment	53,407	39,208	14,199	73%
6140	Workers Compensation	65,000	24,340	40,660	37%
6150	Health Insurance	350,000	221,724	128,276	63%
6160	Life Insurance	30,000	14,883	15,117	50%
6170	Retirement	30,000	18,071	11,929	60%
6180	Staff Screenings	2,305	2,640	(335)	115%
6210	Indirect Costs	635,743	363,693	272,050	57%
6310	Travel - In Area	18,872	6,699	12,172	35%
6315	Travel - Out of Area	22,182	5,471	16,712	25%
6410	Office Supplies	21,439	6,215	15,224	29%
6415	Program Supplies	23,561	17,443	6,119	74%
6420	Classroom Supplies	46,903	32,569	14,334	69%
6430	Kitchen Supplies	23,982	14,857	9,125	62%
6440	Medical/Dental Supplies	2,000	79	1,921	4%
6510	Copies/Printing/Copier Maintenance/Toner/Paper	27,226	10,338	16,888	38%
6600	Postage and Delivery Expense	5,373	2,315	3,059	43%
6710	Contractual Services/Professional	344,904	134,166	210,738	39%
6715	Contractual Services – Health/Disabilities	112,517	118,622	(6,105)	105%
6810	Rent/Space Cost	256,947	154,544	102,404	60%
6820	Utilities	74,524	37,573	36,951	50%
6830	General Liability and Property Insurance	42,109	33,442	8,667	79%
6840	Communications	65,604	39,832	25,773	61%
6850	Repairs and Maintenance- Building	164,143	89,801	74,342	55%
6910	Equipment Maintenance	31,072	15,661	15,411	50%
6920	Vehicle Expense	41,964	33,354	8,610	79%
6930	Equipment Lease	15,743	8,545	7,198	54%
6940	Technology	37,600	12,190	25,410	32%
7010	Fees, Licenses, and Permits	8,410	5,528	2,881	66%

Capital Areal Community Action Agency  
Statement of Revenues and Expenditures  
For the Seven Months Ended 4/30/2017

7020	Dues/Subscriptions	17,148	12,232	4,916	71%
7100	Volunteer	750	0	750	0%
7210	Client Assistance	1,877,160	1,125,894	751,265	60%
7320	Expendible Equipment	47,510	12,060	35,450	25%
7410	Registration Fees	12,223	10,429	1,794	85%
7420	Training/Meetings/Workshops	60,169	32,024	28,145	53%
7430	Staff Development	7,239	2,069	5,170	29%
7440	Advisory/Board Member Expenses	6,200	2,449	3,751	39%
7450	Advertising	7,433	163	7,270	2%
7460	Parent Activities	1,134	259	875	23%
7510	Raw Food Cost	144,397	118,748	25,649	82%
7530	Legal Expenses	0	39,884	(39,884)	
7610	Interest Expense	500	62	438	12%
7630	Bank Service Charges	3,400	1,638	1,762	48%
	Total Expenditures	<u>8,371,203</u>	<u>4,826,374</u>	<u>3,544,828</u>	58%
	Excess Revenue over (under) Expenditures	<u>0</u>	<u>108,981</u>	<u>108,981</u>	

Capital Area Community Action Agency, Inc.  
 Head Start NFS Match Requirements  
 For the Month Ending April 30, 2017

<b>Match Source</b>	<b>Total Needed</b>	<b>YTD</b>	<b>YTD %</b>	<b>Remaining</b>	<b>Remaining %</b>
Government Contracts - Local		36,570			
Grants - Other Not for Profits		11,669			
In-Kind Revenue		355,303			
VPK/SR		238,184			
	<b>834,856</b>	<b>641,726</b>	<b>77%</b>	<b>193,130</b>	<b>23%</b>





Headstart CC Charges April 2017

Vendor Name	Expenses	GL Code	Fund Code	Effective Date	Document Description
HANCOCK BANK	68.50	6180	1064	4/22/2017	ACCT# XXXX7303-KRISTIN JACKSON RESHARD
HANCOCK BANK	2,482.72	6315	1064	4/22/2017	ACCT#XXXX7366- NINA (SINGLETON) SELF
HANCOCK BANK	168.19	6415	1064	4/22/2017	ACCT#XXXX5810- VENITA TREADWELL
HANCOCK BANK	29.95	6415	1064	4/22/2017	ACCT#XXXX6982- FATIMA OLEADBHIELE-
HANCOCK BANK	79.28	6440	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	9.99	6600	1064	4/22/2017	ACCT#XXXX5810- VENITA TREADWELL
HANCOCK BANK	20.00	6715	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	103.21	6850	1064	4/22/2017	ACCT# XXXX7303-KRISTIN JACKSON RESHARD
HANCOCK BANK	98.22	6920	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	445.00	7410	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	85.00	7410	1064	4/22/2017	ACCT#XXXX7366- NINA (SINGLETON) SELF
HANCOCK BANK	1,143.55	7420	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	127.55	7440	1064	4/22/2017	ACCT#XXX6623- DARREL JAMES
HANCOCK BANK	132.96	7440	1064	4/22/2017	ACCT#XXX6706-NICHELE RICHARDS-ROLLE
HANCOCK BANK	67.87	7450	1064	4/22/2017	ACCT#XXX6706-NICHELE RICHARDS-ROLLE
HANCOCK BANK	<u>171.93</u>	7460	1064	4/22/2017	ACCT#XXX6706-NICHELE RICHARDS-ROLLE
LOWE'S	<u>294.17</u>	6850	1064	4/30/2017	ACCT# XXXX1113873/ REPAIRS-MAINT. SUPPLIES
Total Charges	5,528.09				



Account Name: HANCOCK BANK  
 Account ID: HANCOCK CC

Account #:

55495  
 5/17/2017

Invoice	Description
17-NS	NINA (SINGLETON) SELF

Amount  
 \$4,767.72

Hancock Bank  
 MAHAN  
 05/18/17 16:27

Seq: 0089 ID: 101764 CB: 7122

Account Number: [REDACTED]  
 Credit Card Payment \$4,767.72  
 Posting Date: 05/18/17  
 Thank you for banking with Hancock

\$4,767.72

P40 M/P CHECK



101301

10130 (9/16) J131758

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Transactions causing an over-limit situation on your account may not be honored. Access to credit may be declined at any time your account is in a past due status or may be delayed until check payments have cleared. Please refer to Terms and Conditions.

TRANSACTION DETAIL

Post Date	Trans Date	Reference Number	MCC	Transaction Description	Amount
04-03	03-31	24435657091197000012340	3750	CROWNE PLAZA OCEANFRONT MELBOURNE FL 11979789 ARRIVAL: 03-27-17	M885.40 ✓
04-17	04-17	74270847107100007461439	0000	BRANCH PAYMENT - THANK YOU	M45.75 ✓
04-19	04-17	24388947108630136009395	8299	FLORIDA ASSOCIATION FO 850-2244774 FL	M200.00 ✓
04-24	04-22	24492157112894705474256	8398	PAYPAL *UNITEDPARTN 402-935-7733 CA	M85.00 ✓
04-24	04-23	24055237113083310865763	5310	WALMART.COM 8009666546 800-966-6546 AR	M2,000.00 ✓

*Nina Self*

STATEMENT DATE	ACCOUNT NUMBER	ACCOUNT SUMMARY	
04-27-17	[REDACTED]	NEW PURCHASES AND OTHER CHARGES	3,170.40
CUSTOMER SERVICE CALL		NEW CASH ADVANCES	.00
		CREDITS	45.75
Toll Free 1-800-448-8812		<b>STATEMENT TOTAL</b>	<b>3,124.65</b>
		TOTAL IN DISPUTE	.00
		CREDIT LIMIT	6,000.00

*[Signature]*



**AUTHORIZATION FOR PAYMENT**

**RECEIVED**  
MAY 04 2017

Date Received 05/04/2017

Date Submitted 05/04/2017

Vendor Name Hancock Bank

Group or Invoice # 7368 042217-15

Payment Amount \$ 4,767.72

Notes Nina Self VISA expenses for 4/27/17 billing and airfare paid for 5/22/17 trip to Louisville, KY

Prepared or Submitted by

Printed Name Nina Self

Signature Nina Self

Approved by

Printed Name Tim Center

Signature Tim Center

AT  
500  
500  
800  
800

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
1064	6315	Hotel - Reg IV Dir Institute		\$ 885.40 ✓	
1064	6315	Airline tickets - Kristin + Nina		\$ 1,597.32 ✓	
3465	7410	Regist - A. McDuffie - FACA		\$ 200.00 ✓	
3366	7210	Gift Cards - 633 @		\$ 2,000.00 ✓	
1064	7410	Regist - T. Legree / UPHS cont		\$ 85.00 ✓	
				<b>TOTAL</b>	<b>\$ 4,767.72</b>
					<b>\$ 0.00</b>

\* Will be on My Street - Pay Ahead

\*\*\*\*\*

Finance Department Only

Session Date AP 170503HB  
Check Date \_\_\_\_\_ Check # \_\_\_\_\_

\* airfare for 5/22/17 trip to Louisville KY for HS training

CAPITAL AREA COMMUNITY ACTION AGENCY GENERAL OPERATING ACCOUNT

55491

Payee HANCOCK BANK  
Vendor ID HANCOCK CC  
Account

55491  
5/17/2017

Invoice	Description
042217-DJ	[REDACTED] - DARREL JAMES

Amount  
\$1,978.54

Hancock Bank  
MAHAN  
05/18/17 16:27

Seq: 0091 ID: 101764 CB: 7122

Account Number: [REDACTED]  
Credit Card Payment \$1,978.54  
Posting Date: 05/18/17  
Thank you for banking with Hancock

\$1,978.54

LMP40 M/P CHECK



Rev 2/14

101301

10130 (9/16) J131758

Save time and money. Automatically. For hassle-free details and to start saving with your eligible Hancock Business Credit Card for FREE today, visit [visasavingsedge.com](http://visasavingsedge.com).

Transactions causing an over-limit situation on your account may not be honored. Access to credit may be declined at any time your account is in a past due status or may be delayed until check payments have cleared. Please refer to Terms and Conditions.

TRANSACTION DETAIL

Post Date	Trans Date	Reference Number	MCC	Transaction Description	Amount
03-28	03-27	24210737087207771000031	8041	TLC CHIROPRACTIC, INC. 850-222-5700 FL	M20.00 ✓
03-28	03-26	24717057086870860447496	3058	DELTA AIR 0062377875753 DELTA.COM CA EVANS/BARBARA DEPARTURE: 04-17-17 TLH DL U ATL DL U BWI DL X ATL DL X TLH	M592.60 ✓
04-05	04-03	24692167094000782586736	5542	GATE 1194 Q80 TALLAHASSEE FL	M49.00 ✓
04-10	04-09	24226387100091003323026	5411	WAL-MART #1077 TALLAHASSEE FL	M60.00 ✓
04-13	04-11	24692167102000771249627	5542	GATE 1194 Q80 TALLAHASSEE FL	M49.22 ✓
04-14	04-12	24073147103900012300057	8220	WKU T TAS 999-9999999 KY	M445.00 ✓
04-17	04-17	74270847107100007461538	0000	BRANCH PAYMENT - THANK YOU	M1,138.61 ✓
04-17	04-14	24692167105000841136306	3509	DELTA BY MARRIOTT BALT BALTIMORE MD 117713 ARRIVAL: 04-14-17	M550.94 ✓
04-21	04-20	24445007111000778950760	5411	PUBLIX #1051 TALLAHASSEE FL	M12.59 ✓
04-21	04-20	24247607110300529423127	5812	BAMBOO WOK TALLAHASSEE FL	M115.00 ✓
04-24	04-20	24692167111000475346645	3509	DELTA BY MARRIOTT BALT BALTIMORE MD 117713 ARRIVAL: 04-17-17	M0.01 ✓
04-24	04-21	24445007112400162197078	5411	WM SUPERCENTER #4520 TALLAHASSEE FL	M79.28 ✓
04-26	04-24	24207857115169002057759	5046	BIG BEND RESTAURANT SUPPL TALLAHASSEE FL	M4.94 ✓

STATEMENT DATE	ACCOUNT NUMBER	ACCOUNT SUMMARY
04-27-17	[REDACTED]	NEW PURCHASES AND OTHER CHARGES 1,978.54
CUSTOMER SERVICE CALL Toll Free 1-800-448-8812		NEW CASH ADVANCES .00
		CREDITS 1,138.61
		<b>STATEMENT TOTAL 839.93</b>
		TOTAL IN DISPUTE .00
		CREDIT LIMIT 3,000.00

*OK*

Capital Area  
**Community  
Action**  
Agency

**AUTHORIZATION FOR PAYMENT**

**RECEIVED**  
MAY 15 2017  
@

Date Received 05/12/2017

Date Submitted 08/12/2017

Vendor Name Hancock Bank

*pg 1 of 2*

Group or Invoice 042217-DJ

Payment Amount \$ 1,978.54

Notes

~~XXXXXXXXXXXX~~  
Darrel James  
Page 1 of 2

Prepared or  
Submitted by

Printed Name Judy Green

Signature *Judy Green*

5-12-17

Approved by

Printed Name Nina Self

Signature *Nina Self*

*AT*

*500*

*500*

*500*

*500*

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
1064	7420 (Barbara Training)	110 (Airline Ticket)	<del>600</del>	\$ 592.60 ✓	T/TA Trng - Baltimore, MD
1064	6920 (Fuel)	255	600	\$ 49.00 ✓	
6214	6415 (Incredible Years)	255 (Supplies)	600	\$ 60.00 ✓	Gift CARDS
1064	6920 (Fuel)	255	600	\$ 49.22 ✓	
1064	<del>7450</del> (Barbara Training)	110 (Registration)	<del>600</del>	\$ 445.00 ✓	T/TA Trng
1064	7420 (Barbara Training)	110 (Hotel)	<del>600</del>	<del>\$ 550.94</del> ✓	T/TA Trng (under charge)
1064	7440 (Policy Council)	255 (Food)	600	\$ 12.55 ✓	
1064	7440 (Policy Council)	255 (Food)	600	\$ 115.00 ✓	
1064	7420 (Barbara Training)	110 (Hotel)	<del>600</del>	<del>\$ 0.01</del> ✓	
1064	6440 (Health Supplies)	255	600	\$ 79.28 ✓	
1664	6415 (Kitchen Supplies)	255 (Wire Whip)	600	\$ 4.94 ✓	
<b>TOTAL</b>				<b>\$ 1,958.54</b>	<b>\$ 0.00</b>

\*\*\*\*\*

Finance Department Only

Session Date AP170503HB

Check Date \_\_\_\_\_ Check # \_\_\_\_\_

Capital Area  
**Community**  
**Action**  
 Agency

AUTHORIZATION FOR PAYMENT

Date Received 05/12/2017

Date Submitted 08/12/2017

Vendor Name Hancock Bank

*pg 2 of 2*

Group or Invoice # \_\_\_\_\_

Payment Amount \$ 1,978.54

Notes

~~ACCOUNT #0026~~  
 Darrel James  
 Page 2 of 2

Prepared or  
 Submitted by

Printed Name Judy Green

Signature

*Judy Green*

5-12-17

Approved by

Printed Name Nina Self

Signature \_\_\_\_\_

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
1064	6715 (Medical Service)	256 (Kaden Davis)	600	\$ 20.00	✓
TOTAL				\$ 20.00	\$ 0.00

\*\*\*\*\*

Finance Department Only

Session Date \_\_\_\_\_

Check Date \_\_\_\_\_

Check # \_\_\_\_\_

Capital Area  
**Community Action**  
 Agency

**AUTHORIZATION FOR PAYMENT**

**RECEIVED**  
 MAY 04 2017  
 @

Date Received 05/04/2017

Date Submitted 05/04/2017

Vendor Name Hancock Bank

Group or Invoice # 042217 F&A

Payment Amount \$ 342.10

Notes

Fatima Oleabhiele-Alexander

Prepared or Submitted by

Printed Name Judy Green

Signature Judy Green

5-4-17

Approved by

Printed Name Nina Self

Signature Nina Self

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
6214	6415 (Incredible Years)	255 (Food)	600	\$ 63.20	
1064	6415 (Mental Health Boxes)	255	600	\$ 29.95	
6214	6415 (Incredible Years)	255 (Supplies)	600	\$ 35.00	
6214	6415 (Incredible Years)	255 (Supplies)	600	\$ 100.00	
6214	6415 (Incredible Years)	255 (Supplies)	600	\$ 113.95	
				TOTAL	\$ 342.10
					\$ 0.00

Storage Drawers for \*  
 gift cards 7 @ \$5.00  
 gift cards  
 Android Tablet for Jason Brown

\*\*\*\*\*

Finance Department Only

Session Date AP170503H13

Check Date \_\_\_\_\_ Check # \_\_\_\_\_



Payee HANCOCK BANK  
Vendor ID HANCOCK CC

Account #:

55499  
5/17/2017

Invoice	Description
042217FOA	FATIMA OLEADBHIELE-ALEXANDER

nt  
\$342.10

Hancock Bank  
MAHAN  
05/18/17 16:26

Seq: 0085 ID: 101764 CB: 7122

Account Number: [REDACTED]  
Credit Card Payment \$342.10  
Posting Date: 05/18/17  
Thank you for banking with Hancock

\$342.10

LMP40 M/P CHECK



Rev 2/14

101301

10130 (9/16) J131758

Save time and money. Automatically. For hassle-free details and to start saving with your eligible Hancock Business Credit Card for FREE today, visit visasavingsedge.com.

Transactions causing an over-limit situation on your account may not be honored. Access to credit may be declined at any time your account is in a past due status or may be delayed until check payments have cleared. Please refer to Terms and Conditions.

TRANSACTION DETAIL

Post Date	Trans Date	Reference Number	MCC	Transaction Description	Amount
03-28	03-27	24445007087000804482101	5411	PUBLIX #1051 TALLAHASSEE FL	M35.00
03-30	03-29	24247607088300462868005	5812	BAMBOO WOK TALLAHASSEE FL	M63.20
03-31	03-30	24164077089091007621439	5310	TARGET 00008441 TALLAHASSEE FL	M29.95
04-03	03-31	24492157090894028606887	5732	PAYPAL *MAVENTECHNO 402-935-7733 CA	M113.95
04-17	04-17	74270847107100007461512	0000	BRANCH PAYMENT - THANK YOU	M121.12
04-19	04-18	24445007109600192776438	5912	WALGREENS #3374 TALLAHASSEE FL	M100.00

STATEMENT DATE	ACCOUNT NUMBER	ACCOUNT SUMMARY
04-27-17	[REDACTED]	
<b>CUSTOMER SERVICE CALL</b>  Toll Free 1-800-448-8812		NEW PURCHASES AND OTHER CHARGES <i>(M)</i> 342.10
		NEW CASH ADVANCES .00
		CREDITS 121.12
		<b>STATEMENT TOTAL</b> 220.98
		TOTAL IN DISPUTE .00
		CREDIT LIMIT 2,000.00

*gk*

Payee HANCOCK BANK  
Vendor ID HANCOCK CC

Account #:

55498  
5/17/2017

Invoice	Description
042217-VT	[REDACTED] - VENITA TREADWELL

ount  
\$178.18

Hancock Bank  
MAHAN  
05/18/17 16:25

Seq: 0083 ID: 101764 CB: 7122

Account Number: [REDACTED]  
Credit Card Payment \$178.18  
Posting Date: 05/18/17

Thank you for banking with Hancock

\$178.18

LMP40 M/P CHECK

Rev 2/14



101301

10130 (9/16) J131758

Save time and money. Automatically. For hassle-free details and to start saving with your eligible Hancock Business Credit Card for FREE today, visit [visasavingsedge.com](http://visasavingsedge.com).

Transactions causing an over-limit situation on your account may not be honored. Access to credit may be declined at any time your account is in a past due status or may be delayed until check payments have cleared. Please refer to Terms and Conditions.

TRANSACTION DETAIL

Post Date	Trans Date	Reference Number	MCC	Transaction Description	Amount
04-19	04-17	24789307108727301559758	5964	OTC BRANDS, INC. 800-2280475 NE	M49.98
04-26	04-25	24692167115000734074927	5947	TCT* RHYME UNIVERSITY 877-472-3738 MN	M128.20

STATEMENT DATE 04-27-17	ACCOUNT NUMBER [REDACTED]	ACCOUNT SUMMARY
CUSTOMER SERVICE CALL  Toll Free 1-800-448-8812		NEW PURCHASES AND OTHER CHARGES <i>MS</i> 178.18
		NEW CASH ADVANCES .00
		CREDITS .00
		<b>STATEMENT TOTAL</b> 178.18
		TOTAL IN DISPUTE .00
		<b>CREDIT LIMIT</b> 2,000.00

*MS*

# Capital Area Community Action Agency

## AUTHORIZATION FOR PAYMENT

RECEIVED  
MAY 04 2017  
@

Date Received 05/04/2017

Date Submitted 05/04/2017

Vendor Name Hancock Bank

Group or Invoice # 042217 -VT Payment Amount \$ 178.18

Notes  
Items for transition  
~~XXXXXXXXXX~~  
Venita Treadwell

Prepared or Submitted by Printed Name Judy Green

Signature Judy Green 5-4-17

Approved by Printed Name Nina Self

Signature Nina Self

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
1064	6415 (Back Drop)	255	600	* \$ 79.99 ✓	
1064	6415 (Tassels)	255	600	\$ 128.20	for center graduations
1064	6600 (shipping for back drop)	255	600	* 9.99	
TOTAL				\$ 178.18	\$ 0.00

\*\*\*\*\*

Finance Department Only

Session Date API 70503 HB  
Check Date \_\_\_\_\_ Check # \_\_\_\_\_



Payee ~~LOWE'S~~  
Vendor ID LOWES

Account #:

55475  
5/10/2017

Invoice	Description	Discount	Amount
043017LOWES	/ REPAIRS-MAINT. SUPPLIES	\$0.00	\$360.72
Total :			\$0.00 \$360.72

Notes

Repairs + maintenance supplies  
April 2017

Prepared or Submitted by

Printed Name Judy Green

Signature

*Judy Green*

5-9-17

Approved by

Printed Name Nina Self

Signature

*Nina Self*

FUND	GENERAL LEDGER	ACTIVITY	LOCATION	DR	CR
1064	6850	256	600	\$ 9.80	✓
1064	6850	255	600	\$ 154.42	✓
1064	6850	258	500	\$ 46.52	✓
1064	6850	256	600	\$ 38.77	✓
1064	6850	258	500	\$ 35.59	✓
9000	6850 (Tank Flipper)	255 (Admin Office)	600	\$4.37	✓
9000	6850 (Tank Cover)	255 (Admin Office)	600	\$71.25	✓
1064	6850	255	600	9.07	
3366		-		13.61	✓
3465		-		6.05	
3514		-		1.52	
TOTAL				\$ 360.72	\$ 0.00

1 line as \$45.37  
Downstairs Bathroom

\*\*\*\*\*

Finance Department Only

Session Date

AP170502

Check Date

Check #

Services

**Lowe's® Business Card Account**

CAPITAL AREA COMM ACTION  
Account Number [REDACTED]

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)  
Customer Service: 1-800-444-1408

Summary of Account Activity	
Previous Balance	\$797.07
- Payments	\$797.07
- Other Credits	\$0.00
+ Purchases/Debits	\$360.72
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
<b>New Balance</b>	<b>\$360.72</b>
Credit Limit	\$10,000.00
Available Credit	\$9,538.00
Statement Closing Date	05/02/2017
Days in Billing Cycle	30

Payment Information	
New Balance	<i>the</i> \$360.72
Total Minimum Payment Due	\$25.00
Payment Due Date	05/28/2017

Transaction Summary				
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
04/04	04/04	34677	STORE 0417 TALLAHASSEE FL	\$9.80
04/04	04/04	05331	STORE 0417 TALLAHASSEE FL	\$154.42
04/08	04/08	24430	STORE 0417 TALLAHASSEE FL	\$46.52
04/15	04/15	53275	STORE 0417 TALLAHASSEE FL	\$38.77
04/15	04/15	07706	STORE 0417 TALLAHASSEE FL	\$35.59
04/19	04/19	34739	STORE 0417 TALLAHASSEE FL	\$4.37
04/22	04/22		PAYMENT - THANK YOU	(\$797.07)
04/24	04/24	97249	STORE 0417 TALLAHASSEE FL	\$71.25

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	21.99%	\$0.00	\$0.00	2D

**Important Account Information**  
 5% EVERYDAY CREDIT DISCOUNT WAS APPLIED AT POINT OF SALE FOR ALL QUALIFYING INVOICES THAT APPEAR ON THIS STATEMENT. PLEASE CONSULT YOUR ORIGINAL SALES RECEIPT FOR LINE ITEM DETAIL ON THE 5% SAVINGS. THANK YOU FOR USING LOWE'S AS YOUR SUPPLIER.

*YJC*  
*5/21/17*

**CUSTOMER SERVICE:** For Account Information log on to [www.lowes.com/credit](http://www.lowes.com/credit). This account is not registered. The authentication code is: NATT278, or call toll-free 1-800-444-1408.

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

**NOTICE:** We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

**CERTIFICATE OF CORPORATE RESOLUTION**

I, Harold Ross, as Secretary of Capital Area Community Action Agency, a Florida nonprofit Corporation ("Corporation"), 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 June 20, 2017, 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.

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 2017-18 Weatherization Assistance Program (WAP).

RESOLVED, that Tim Center or Nina Self, as the Chief Executive Officer or the Chief Operating Officer, respectively, of the Corporation is hereby authorized and empowered on behalf of the Corporation to negotiate the terms for and to enter into and execute agreements 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**

CFDA Number(s): 81.042, 93.568

Agreement Number: 17WX-OG-12-00-04-007

**FEDERALLY FUNDED SUBGRANT AGREEMENT  
WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS**

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, (DEO) and Capital Area Community Action Agency, Inc., (Subrecipient) (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) at the Federal level, and distributes WAP grant funds to states. The State of Florida's Department of Economic Opportunity has received such grant funds from DOE, as well as funds from the U.S. Department of Health and Human Services (HHS) for the State of Florida Low-Income Home Energy Assistance Program (LIHEAP), which are administered in conjunction and blended with WAP funds.

B. DEO is the WAP grantee recipient agency for the State of Florida, designated by DOE to receive funds annually for program purposes. DEO is authorized to distribute WAP funds to Subrecipient to provide energy efficiency improvements to eligible households.

C. Subrecipient is eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement period will begin on **April 1, 2017**, and will end on **March 31, 2018**, unless terminated earlier in accordance with the provisions of this Agreement, including, but not limited to Paragraph (15), *Termination*, of this Agreement.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO awards Subrecipient **FOUR HUNDRED SEVENTY-NINE THOUSAND EIGHTY-TWO DOLLARS AND ZERO CENTS (\$479,082.00)**, subject to the terms and conditions of this Agreement, availability of funds and appropriate budget authority; however, Subrecipient may incur costs and submit for reimbursement in an amount not to exceed **ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED NINETY-FOUR AND ZERO CENTS (\$159,694.00)**, until notified in writing by DEO to Subrecipient's contact person identified in Attachment J, *Subrecipient Information*. Upon receipt of such notification, Subrecipient may incur costs and submit for reimbursement up to the amount set forth in the notification, subject to the terms of this Agreement. These notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes (F.S.). The amount of advanced funds may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. If an advance payment is requested for more than 60 days of funding, the budget data on which the request is based and a justification statement shall be included with this Agreement as indicated in Attachment D, *Justification of Advance Payment*. Attachment D must specify the amount of advance disbursement requested; and if an advance amount for more than 60 days of funding is requested, Subrecipient must provide an explanation of the necessity for and proposed use of these funds.

(c) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(d) After any initial advance, payments will 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 Budget, the State Chief Financial Officer, or under Subparagraph (18)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds terminate, and Subrecipient shall submit its closeout report within 30 calendar days of receiving notice from DEO.

(f) Subrecipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures which can be found at: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

(g) Subrecipient shall refund to DEO any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the end of this Agreement.

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

(i) Subrecipient shall (1) maintain all funds provided under this Agreement in a separate bank account or (2) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law.

(j) If Subrecipient commingles Agreement funds, DEO may, in its sole discretion, terminate this Agreement for cause and demand an immediate refund, either in whole or in part, of all funds provided to Subrecipient under this Agreement. Subrecipient, upon such written notification from DEO shall refund, and shall pay to DEO, the amount of money demanded by DEO in accordance with Paragraph (17), *Repayments*, of this Agreement.

(k) If DEO, in its sole discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, policies, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to DEO. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds (i.e. non-federal funds) and in accordance with Paragraph (17), *Repayments*, of this Agreement.

#### (5) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C, *Reports*, 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, including, but not limited, to those described in Paragraph (14), *Remedies*, of this Agreement. "Acceptable to DEO," means that the reports were completed, in DEO's sole determination, in accordance with this Agreement.

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

(6) MONITORING

(a) Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Paragraph (9) below, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient and its contractors shall comply with the most recent WAP Monitoring Protocol, provided to Subrecipient and available upon request from DEO, and cooperate with any monitoring by DEO. If DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by DEO, the State of Florida Chief Financial Officer, the State of Florida Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy and the U. S. Department of Health and Human Services, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.

(e) Subrecipient shall cooperate with DEO and the Federal awarding agencies to assist facilitating any monitoring visits conducted by DEO or the Federal awarding agencies. DEO may conduct monitoring visits at its determination and in its sole discretion, but not less than once per program year.

1. Subrecipient shall cooperate with authorized representatives of DEO or the Federal awarding agencies with the inspection of any dwelling unit that has received weatherization assistance. Subrecipient shall use materials which are cost effective, safe, and of good quality and appearance in performing under this Agreement. Discoveries of violations of WAP or DEO policies and procedures may result in findings, as that term is defined in the WAP Monitoring Protocol, resulting in remedial work requirements, corrective action plans, and/or disallowed costs.

2. Subrecipient shall have a qualified member of Subrecipient's staff, or an appropriately licensed third party building inspector engaged by Subrecipient, inspect all work performed pursuant to this Agreement.

3. Subrecipient shall require a provision in all contracts and subcontracts in furtherance of this Agreement that any work performed by a contractor which does not meet quality expectations and that requires correction shall be done at the contractor's expense.

(7) CONTRACTS

(a) Subrecipient shall not contract in furtherance of this Agreement prior to receiving DEO's written confirmation that the proposed contract includes the following requirements:

1. Contractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (9), *Audits and Records*, and Paragraph (10), *Information Release and Public Records Requirements*, of this Agreement.

2. Contractor is bound by all applicable State and Federal laws and regulations;

3. Contractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of work under this Agreement, to the extent allowed by law; and

4. Contractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each contract, Subrecipient shall provide a written statement to DEO as to whether that contractor is a certified minority business, as defined in section 287.0943, F.S.

(c) Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Subrecipient shall submit to DEO a completed Attachment H, *Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion*, to this Agreement.

#### (8) MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement are valid only when reduced to writing and duly signed by the Parties, except changes between budget line items not exceeding 10% of the line item amount reduced by said change, which require DEO's grant manager's prior written approval, as detailed in Exhibit 2 to Attachment A, *Budget Summary and County Allocations*.

#### (9) AUDITS AND RECORDS

(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, title 2 of the U.S. Code of Federal Regulations (C.F.R.) part 200, hereinafter referred to as the "Uniform Guidance." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System, particularly 48 C.F.R. § 31.2.

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

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

i. If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the records must be retained until all litigation and claims involving the records have been resolved.

ii. Records for the disposition of non-expendable personal property valued at one thousand dollars and zero cents (\$1,000.00) or more at the time it is acquired must be retained for five years after final disposition of the non-expendable personal property.

iii. Records relating to real property acquired must be retained for five years after the closing on the transfer of title or in accordance with the Florida General Records Schedules maintained by the Florida Department of State, whichever is longer.

iv. Any additional Federal requirements identified in Attachment A, *Scope of Work*, of this Agreement.

(c) Subrecipient shall maintain all records for all contractors 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, *Scope of Work*, to this Agreement, as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

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

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

(h) If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with section 215.97, F.S. and the threshold

amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

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

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

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules, and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (9)(h) above.

(l) If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to DEO. Such reimbursement shall be sent to DEO, by Subrecipient, within 30 calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within 60 calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed *Audit Compliance Certification*, attached hereto as Exhibit 2, to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Subrecipient's timely submittal of one completed *Audit Compliance Certification* for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memoranda of agreement, economic incentive award agreements, and the like) between DEO and Subrecipient.

#### (10) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

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

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



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

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

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

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

(k) DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Subrecipient is prohibited from using Agreement information or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

**(11) EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and

ii. Include in all contracts under this Agreement, the requirement that contractors 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 contractor during the term of the contract.

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

(12) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

(a) Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, contractors, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that Subrecipient has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each of Subrecipient's contractors is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO has no duty to withhold taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick

leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, contractors, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(13) 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 (14), *Remedies*, of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO and has not cured them timely, according to the terms of this Agreement, and in DEO's sole discretion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If a material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any reports required by this Agreement, or if Subrecipient submits a report to DEO with incorrect, incomplete, or insufficient information;

(d) If Subrecipient fails to perform, or timely complete, in DEO's sole, reasonable determination, any of its obligations under this Agreement;

(e) If Subrecipient misuses funds, commits fraud, or does not comply with any applicable rules, laws, or regulations; or

(f) If Subrecipient refuses to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended.

(14) REMEDIES

If an Event of Default occurs, DEO shall exercise any or all of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement if Subrecipient has not cured the default within 30 calendar days of receipt of written notice of an Event of Default;

- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all, or any part of, a request for payment;
- (d) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. Request additional information from Subrecipient 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 Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible or unallowable;
- (e) Exercise any other rights or remedies which may be otherwise available under law or in equity.

Pursuing any of the above remedies will not limit any of DEO's other remedies, and all rights and remedies set forth in this Agreement are cumulative to any other rights or remedies available to DEO, in law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend, or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

(15) TERMINATION

(a) DEO may terminate this Agreement for cause upon 48 hours written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (13), *Default*, of this Agreement or Subrecipient's failure to cure an Event of Default within 30 calendar days from receipt of notice. The Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing Subrecipient no less than 48 hours written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. Subrecipient shall continue to perform any work not terminated. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may terminate this Agreement for their mutual convenience through a written amendment to 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, Subrecipient shall immediately stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within

the 30-day cure period, DEO will provide notice to Subrecipient of such and when Subrecipient may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

(e) Termination of this Agreement by DEO immediately releases DEO from any further performance obligations set forth herein.

(16) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager, and delivered by standard or electronic mail using the contact information provided in Subparagraph 16(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 Economic Self-Sufficiency  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120  
Email: [June.Holley@deo.myflorida.com](mailto:June.Holley@deo.myflorida.com)  
Phone: 850-717-8461

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

(d) If a different representative or address is 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 (16)(a), above.

(17) REPAYMENTS

(a) All remittances, 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 Economic Self-Sufficiency

107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or 5% of the face amount of the returned check or draft, whichever is greater.

(b) If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO, the State of Florida, or a Federal awarding agency, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all information, representations, and materials provided by Subrecipient in entering into this Agreement, in response to any DEO request, or to fulfill the requirements of this Agreement. If Subrecipient provides any materially inaccurate information to DEO, then DEO may terminate this Agreement pursuant to Paragraph (15), *Termination*, above.

(b) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (13), *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. Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, expenses or cost of collection in conjunction with this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the termination, including expiration, of this Agreement. The provisions of Attachments A, C, E, F, G, and H, Exhibits 1 and 2, and Paragraphs (4), (5), (6), (7), (9), (10), (12), (13), (14), (17), (20), (24), (25), and this Paragraph (18), survive the termination, including expiration, of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Paragraph (10), *Audits and Records*, of this Agreement shall terminate in accordance with the requirements of Paragraph (10).

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, et seq.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State.

(g) Subrecipient shall submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Subrecipient shall submit any bills for travel expenses in accordance with section 112.061, F.S.

(i) Subrecipient must place advances of funds under this Agreement, if any, in an interest-bearing account and shall remit all interest income to DEO in accordance with Paragraph (17), *Repayments*, of this Agreement.

(j) Subrecipient is subject to, and shall comply with, Florida's Government in the Sunshine Law, section 286.011, F.S., with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) Subrecipient warrants that all unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement have been produced in the United States as required under 41 U.S.C. §8302, unless it would not be in the public interest or unreasonable in cost.

(l) Subrecipient is subject to and shall comply with sections 11.062 and 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (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 kind. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Unless extended in writing by DEO, Subrecipient shall retain such records for the longer of: (1) five years after the final closeout of the grant(s) funding this Agreement or (2) the period required by the General Records Schedules maintained by the Florida Department of State. Additionally, 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.

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State or Federal official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the termination, suspension, or debarment of Subrecipient. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient will not be responsible for any costs of investigations that do not result in Subrecipient's termination, suspension, or debarment.

(n) 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 36 months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time has Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the



State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

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

(q) Mandatory Disclosure Requirements:

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

2. Convicted Vendors: Subrecipient is subject to section 287.133, F.S., and shall disclose to DEO if Subrecipient or any of its affiliates, as defined by section 287.133(1)(a), F.S., 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 (18)(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 one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to 215.4725, F.S., or engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

a. Pursuant to section 287.135, F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of this Agreement.

b. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within 90 days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, Subrecipient will be liable for a civil penalty equal to the greater

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

c. If 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: Subrecipient is subject to section 287.134, F.S. and affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if Subrecipient or any of its affiliates, as defined by section 287.134(1)(a), F.S., 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
- e. Transact business with any public entity.

(r) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING**

(a) Federal grant funds provided under this Agreement may not be used by Subrecipient or any contractor 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.

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(c) Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" if any funds other than Federally 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.

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all contractors of subawards (including contracts, subcontracts, subgrants, grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (19)(b) above and the content of Subparagraph (19)(c) above. Subrecipient shall require that all contractors 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 (19)(b) or fails to file or amend the declaration required by Subparagraph (19)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

(20) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within 30 days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under Subparagraph (b) above have the right to all patents and copyrights which accrue during the performance of this Agreement.

(21) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The undersigned person certifies that he or she has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each of Subrecipient's contractors) in a written statement to DEO's Grant Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient and Subrecipient's contractor's officers and directors when any Proceeding relates to the officer's 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.

(22) ASSURANCES

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

(23) PURCHASING

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to contractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(24) 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.

(25) PROGRAMMATIC DOCUMENTS

Subrecipient represents and warrants that it has notice of, and agrees to be bound by and provide its services and perform this Agreement in accordance with, the following Programmatic Documents, and any revisions thereto, which are incorporated herein by reference, and which are available upon request from DEO's Grant Manager for this Agreement, as set forth in Paragraph (16), *Notice and Contact*, above:

- (a) The Florida Weatherization Assistance Program Health and Safety Plan (WAP Safety Plan);
- (b) The 2017 Florida Weatherization Assistance Program Procedures and Guidelines Manual (WAP Procedures Manual);
- (c) The Florida Weatherization Assistance Program Single Family Priority Lists Site Built and Manufactured Homes (WAP Priority List);

(d) The Florida Weatherization Assistance Program Monitoring Protocol (WAP Monitoring Protocol); and

(e) The Florida Standard Work Specifications Field Guide for Single-Family Homes and the Florida Standard Work Specifications Field Guide for Manufactured Housing (Field Guides).

(26) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments and exhibits:

Exhibit 1 – Audit Requirements

Exhibit 1-A – Funding Sources

Exhibit 2 – Audit Compliance Certification

Attachment A – Scope of Work

Exhibit 1 to Attachment A – Budget Directions

Exhibit 2 to Attachment A – Budget Summary and County Allocations

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Justification of Advance Payment

Attachment E – Property Management and Procurement

Attachment F – Statement of Assurances

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Trafficking Victims Protection Act of 2000

Attachment J – Subrecipient Information

(27) TERMS AND CONDITIONS

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

*The remainder of this page is intentionally blank.*

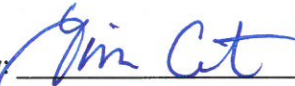
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE

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

**SUBRECIPIENT**

Capital Area Community Action Agency, Inc.

(Type Legal Name of Subrecipient)

By: 

Tim Center, CEO  
(Type Name and Title Here)

Date: 6/16/2017

59-1117362  
Federal Identification Number

803636950  
DUNS Number

17WX-OG-12-00-04-007  
Agreement Number

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: \_\_\_\_\_

Julie Dennis, 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: \_\_\_\_\_

**EXHIBIT 1**  
**AUDIT REQUIREMENTS**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by DEO staff to Recipient regarding such audit. Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1-A to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, Recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.



3. If Recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).
4. Title 2 C.F.R. part 200 supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

## **PART II: STATE FUNDED**

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

1. In the event that Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1-A to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that Recipient expends less than \$500,000 in state financial assistance in

its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from Recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

### **PART III: OTHER AUDIT REQUIREMENTS**

N/A

### **PART IV: REPORT SUBMISSION**

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

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

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

Federal Audit Clearinghouse

Bureau of the Census

1201 East 10<sup>th</sup> Street

Jeffersonville, IN 47132

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

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

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

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401

111 West Madison Street  
Tallahassee, FL 32399-1450  
Email Address: flaudgen\_localgovt@aud.state.fl.us

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

**PART V: RECORD RETENTION**

1. Recipient shall retain sufficient records demonstrating its compliance with the terms of this Exhibit for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**EXHIBIT 1-A**  
**FUNDING SOURCES**

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

<b>Recipient's DUNS Registered Name:</b>	Capital Area Community Action Agency, Inc.
<b>Recipient's DUNS Number:</b>	803636950
<b>Federal Award Identification Number:</b>	G-1701FLLIEA; subsequent releases-TBD
<b>Federal Award Date:</b>	October 25, 2016; subsequent releases-TBD
<b>Subaward Period of Performance Start and End Date:</b>	April 1, 2017 through March 31, 2018
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):</b>	Energy savings home improvements to eligible low income households.
<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Pass-Through Entity:</b>	Florida Department of Economic Opportunity
<b>Contact Information for Awarding Official of pass-through entity:</b>	Contact: Debbie Smiley, 850-717-8433
<b>Catalog of Federal Domestic Assistance Number:</b>	93.568
<b>Catalog of Federal Domestic Assistance Title:</b>	Low Income Home Energy Assistance Program
<b>Research and Development:</b>	No
<b>Indirect Cost Rate (if not applicable, please write "N/A"):</b>	<u>20.56</u> %
<b>Catalog of Federal Domestic Assistance Number:</b>	81.042
<b>Catalog of Federal Domestic Assistance Title:</b>	Weatherization Assistance Program
<b>Research and Development:</b>	No
<b>Indirect Cost Rate(if not applicable, please write "N/A"):</b>	<u>20.56</u> %

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

**Federal Program:**

1. Recipient shall use the WAP 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, applicable Uniform Guidance, WAP Procedures Manual, Field Guides and the FFY 2017 WAP State Plan.
2. Recipient shall comply with applicable Uniform Guidance, 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:**  
N/A

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A**

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to Recipient.

*The remainder of this page is intentionally blank*

**EXHIBIT 2**

<b>Audit Compliance Certification</b>	
<i>Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact's Name:	Contact's Phone:
Contact's Email:	
<p>1. Did Subrecipient expend State financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Subrecipient expend \$750,000 or more of State financial assistance (from DEO and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did Subrecipient expend Federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did Subrecipient expend \$750,000 or more in Federal awards (from DEO and all other sources of Federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplemented by DOE at 2 C.F.R. part 910.</b></p>	
<p><b>By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black; height: 40px;"> <div style="width: 45%;"></div> <div style="width: 45%;"></div> </div>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. GENERAL POLICY**

Subrecipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Subrecipient shall provide all necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. Subrecipient shall designate an individual, referred to by DEO as the WAP Coordinator, who will be responsible for ensuring that the following activities are adhered to:

- A. Identify and solicit eligible low-income residents within Subrecipient's identified service area who have the need and desire for energy conservation assistance. Subrecipient shall make the services provided for under this Agreement available to all eligible clients in the counties it serves, subject to the availability of funds.
- B. Subrecipient shall provide weatherization services at an annual adjusted average expenditure limit of **\$7,212** per unit for labor, weatherization materials and related matters. This per dwelling amount does not include the Health and Safety annual adjusted average expenditure limit of \$2,164 per dwelling that may also be expended. DEO will audit the rates prior to closeout to ensure Subrecipient does not exceed the annual adjusted average expenditure limit.
- C. Subrecipient shall weatherize dwellings in such a manner that will provide continuous service from the commencement date to the termination date of the Agreement. All counties must be served with the allocated dollar amounts listed in Exhibit 2 to Attachment A, *Budget Summary and County Allocation*, of this Agreement. All funds must be spent timely, in proportion to the progression of months throughout the term of this Agreement (i.e. proper expenditure rate) according to the Budget Summary in Exhibit 2 to Attachment A, *Budget Summary and County Allocation*, of this Agreement. If, in DEO's sole determination, funds are not being spent at a proper expenditure rate, or a county is being underserved according to Exhibit 2 to Attachment A, *Budget Summary and County Allocation*, of this Agreement, DEO has the right, but not the obligation, upon 30 calendar days written notice to Subrecipient, to reduce Subrecipient's subaward and reallocate any or all of the subawarded funds to one or more alternative weatherization providers. DEO's exercise of this remedy will not limit any of DEO's other available remedies as detailed in Paragraph (14), *Remedies*, of this Agreement, or at law or in equity.
- D. Subrecipient shall provide DEO with documentation and reports as required by this Agreement, including, but not limited to, budget balances, as well as any other information related to this project, or as may otherwise be specified by DEO.
- E. Subrecipient shall complete work on all dwellings in accordance with the Field Guides, the WAP Procedures Manual, the WAP Priority List, any Supporting Weatherization Program Notices, and any supplemental DEO and DOE guidelines, unless Subrecipient secures written permission from DEO otherwise.
- F. The health and safety of the clients, Subrecipient's staff, contractors, and the integrity of the building structure shall not be compromised by any work completed with weatherization funds.



- G. Subrecipient shall ensure that all installed weatherization materials meet the materials standards taken from Appendix A to 10 C.F.R. part 440, be of good quality, and be installed in a safe, cost effective manner.
- H. Work and materials not meeting quality expectations, as determined by DEO with reference to 10 C.F.R. part 440 and the WAP Procedures Manual, may subject Subrecipient to written findings. Subrecipient may be required by DEO to perform re-inspections or “go-backs” on any work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO’s sole discretion, and for which DEO has issued a finding, the costs incurred for any work performed by Subrecipient or its contractors which does not meet quality expectations, in DEO’s sole discretion, and for which DEO has issued a finding may be disallowed by DEO.

**II. SUBRECIPIENT RESPONSIBILITIES**

**A. File Documentation Responsibilities**

Each client file shall contain the following documentation:

- Client intake form
- Client income documentation (for past twelve months)
- Documentation of ownership or signed Landlord Agreement Form
- Social Security Documentation (if applicable)
- Copy of client photo ID
- Copy of client utility bill
- Client Selection (Priority) Criteria Form
- Copy of Complaint Appeal Procedures Form signed and dated by client
- Inspection/Audit Data and Results
- Pre-Work Order Agreement
- Building Work Report
- Copy of bid package(s), invoices, receipts, payment vouchers
- Pre 1978 dwellings – Certified Renovator Documentation or Clearance Testing
- Copies of any approved waivers
- Copies of applicable Pre and Final Permits
- Client File Checklist
- RED Calculator printouts
- Refrigerator Metering record
- QCI Inspector Sheet
- Infrared pictures

**B. Recordkeeping**

In addition to any recordkeeping requirements set forth in the Agreement, including any attachments or exhibits thereto and this Scope of Work, Subrecipient agrees to be bound by the recordkeeping provisions at 10 C.F.R. part 440 and 42 U.S.C. part A, as applicable to Subrecipient. Subrecipient shall keep such records as DOE requires, including, but not limited to, records which fully disclose the amount and disposition of the funds received by Subrecipient, the total cost of each weatherization project, the average costs incurred in weatherization of individual dwelling units, the average size of the dwelling being weatherized, the average income of households receiving assistance, and any other records as deemed necessary by DOE or by DEO in order to fulfill its recordkeeping requirements under 10 C.F.R. part 440. Subrecipient agrees to keep its records in accordance with the 2 C.F.R. part 200, as adopted and supplemented by 2 C.F.R. part 910.

**C. Determining Priority Service**

Subrecipient shall give priority to identifying and providing weatherization assistance to elderly persons, persons with disabilities, families with children under 12 years old, households with a high energy burden and high residential energy users in their “priority of services” point system. Subrecipient will coordinate with its local Low Income Home Energy Assistance Program (LIHEAP) provider to develop a referral process and targeted number of clients to serve. A minimum of 10% of the clients receiving weatherization services through the WAP are to be LIHEAP referrals.

**D. Monitoring Visits**

The DEO staff and/or its representative shall conduct monitoring visits of Subrecipient at least once a year but as frequently as DEO may desire throughout the program year. These visits are for the purposes of quality assurance inspections, administrative and fiscal monitoring, Training and Technical Assistance (T&TA), and other meetings as the need arises. The monitoring report shall include inspection and/or T&TA information.

1. The monitoring staff regularly inspects units completed by Subrecipient. All installed materials shall be cost effective, safe, and of good quality and appearance. Discoveries of violations of policies and procedures are called findings.
2. Work not meeting quality expectations may be subject to findings, required remedial work and/or disallowed costs.
3. All contractor work shall pass an inspection by qualified Subrecipient staff or approved third-party contractor inspector prior to payment.
4. Contractor work not meeting quality expectations that requires correction shall be done at the contractor’s expense.

**E. Findings**

Any non-compliance with the WAP Priority List, the WAP Procedures Manual, or any Field Guides constitutes a finding, as that term is defined in the WAP Procedures Manual. Major findings are those which are either severe in nature as determined by the monitoring inspector or repeated. Minor findings are less severe or not repetitive in nature.

**Major Findings:** Examples of major findings include, but are not limited to, the following:

1. The health and safety of clients, Subrecipient staff or contractors, or the integrity of the building structure is threatened by work completed with the weatherization funds.
2. A weatherization-related health or safety problem is created by, exacerbated by, or not corrected by the delivery of weatherization services.
3. The omission, without appropriate authorization, of a required cost-effective measure, a necessary repair, or a required health and safety repair.
4. Poor-quality work, materials, or equipment that results in significantly degraded performance or appearance of measures or repairs.
5. Major expenditure of funds on measures that are not included on the National Energy Audit

Tool (NEAT) or are not required in the WAP Priority List, WAP Procedures Manual, or the Field Guides.

6. Costs incurred for materials that do not meet the standards for conformance listed in Appendix A of 10 C.F.R. part 440.
7. Any action or lack of action that may result in a liability that threatens the Florida Weatherization Grant funds.
8. Gross fiscal mismanagement, including any unallowable costs or any wrongful billing to the grant.

**Minor Findings:** Examples of minor findings include, but are not limited to, the following:

1. A single occurrence of poor-quality of work, materials, or equipment that results in minor degradation of performance or appearance of measures or repairs.
2. Work site clean-up that does not meet the satisfaction of the client or the State monitor.
3. Required energy conservation measures that are not installed but would not contribute a large energy savings.
4. Required health and safety measures that are not addressed but are not threatening the health or safety of the client.

**F. Training & Technical Assistance Visits (T&TA)**

T&TA visits conducted by DEO staff and its representatives are intended for training purposes. Recommendations for Subrecipient actions may be issued by DEO based on circumstances observed and guidance will be offered on the visit report provided to Subrecipient.

**G. DEO Field Procedures Waivers**

Subrecipient may request waivers which exempt Subrecipient from performing a required measure, or which allow a restricted measure, if one or more of the following requirements are met:

1. If it is technically not possible to install the measures.
2. If conditions exist, and cannot be overcome, that would make the installation of the measure unsafe.
3. The installation of the measure would threaten the health or safety of either the client or the worker.

State waivers shall be granted by DEO on a case-by-case basis and shall be in writing. Subrecipients who are unable to provide services according to the WAP Priority List, the WAP Procedures Manual, or the Field Guides because of local building codes shall supply written documentation to DEO staff and request a State waiver. Work shall proceed only after approval of a waiver request in writing by DEO staff.

The State waivers permit the following policy exceptions:

1. Fuel conversions.
2. Installation of doors and/or windows exceeding allowable amount.
3. Other work normally considered beyond the scope of weatherization.

### III. PROJECT SELECTION, ENERGY AUDITS AND FINAL INSPECTIONS

- A. Subrecipient shall use properly trained and qualified energy auditors and inspectors.
- B. An Energy Audit is required on every building prior to performing any work other than emergency response related work. Contractors shall strictly adhere to the work order developed by the auditor. No deviations from this work order shall be performed, unless authorized by the energy auditor or weatherization coordinator.
- C. Subrecipient's Quality Control Inspector shall ensure that all measures required by the WAP Priority List, the Field Guides, and the WAP Procedures Manual have been installed, and that the work quality meets the standards required by the WAP Field Guides.
- D. Each completed project shall be inspected and the inspection shall be documented in the client file. No project shall be reported as completed until all weatherization materials have been installed and Subrecipient has performed a final quality control inspection, including any mechanical or subcontractor work performed.
- E. All installed weatherization materials shall meet the materials standards as detailed in Appendix A of 10 C.F.R. part 440, shall be of good quality, and shall be installed in a safe and effective manner.
- F. **Project Selection**
  - 1. Projects should be prioritized in accordance with DOE Policy. Additionally, Subrecipient should prioritize projects based on:
    - i. owner participation;
    - ii. potential energy savings based on utility bill analysis;
    - iii. assurance that benefits will be direct to unit occupants; and
    - iv. service to all areas of the service area.
  - 2. Subrecipient shall receive a signed landlord-tenant agreement before work begins on any individual dwelling unit. This document must be retained as part of the project file.
- G. **Energy Audit**

Prior to performing an energy audit, Subrecipient's auditor shall conduct a walk-through of the unit to confirm the potential for the installation of energy conservation measures and to ensure that there are no major barriers to working in the building.

The primary objectives of the energy audit is to survey the home for the potential to install energy conservation measures, to analyze the Savings to Investment Ratio (SIR) of potential measures, to check for safety hazards and building durability issues, to provide client education, to document the audit, and to write a work order detailing work to be done and situations that need to be addressed. Understanding energy use is key to performing an exemplary audit.

The energy audit shall include the following information:

- 1. An assessment of health and safety hazards.
- 2. Documentation, including, but not limited to, the type of energy audit tool used, the results of the audit analysis, and the DOE-promulgated priority list used to complete the energy audit.
- 3. An assessment and record of the existing conditions of the building and its mechanical systems.
- 4. An evaluation of the existing conditions for energy conservation opportunities and energy-related health and safety problems.

5. A strategy for improved energy efficiency and for correcting energy-related health and safety problems.

The energy audit shall also include evaluations of all of the following, per the WAP Procedures Manual and the WAP Field Guides:

1. Combustion safety testing.
2. Air leakage analysis.
3. Combustion efficiency determination.
4. Thermal performance analysis.
5. Electrical safety testing.
6. Electric base-load testing.
7. Indoor air quality and moisture inspection.

Subrecipient shall provide all clients with information regarding all of the following:

1. The weatherization process.
2. Reducing heating and cooling costs.
3. Water conservation and water heating.
4. Staying cool during hot weather.
5. Lead-based paint notification.
6. Mold and mildew notification.
7. Other energy-saving suggestions.

#### **H. Final/Quality Control Inspection Responsibilities**

Subrecipient shall be responsible for the following quality control inspection responsibilities:

1. Energy and Conservation Inspection
  - i. Review the original energy audit form.
  - ii. Ensure all required procedures were performed.
  - iii. Verify the accuracy of the audit, including measures that may have been omitted.
  - iv. Inspect all work to ensure that standards of work quality and materials are met and ensure that the job site is cleaned up.
  - v. Call for corrective actions where initial work does not meet standards.
2. Health and Safety Inspection
  - i. Verify that all work was completed to address related health and safety issues.
  - ii. Call for corrective actions where initial work does not meet standards.
3. File Review and Completion
  - i. Review all required forms for accuracy and completion.
  - ii. Document required go-backs or follow-up work.
  - iii. Sign and date a quality control inspection form assuring that all requirements have been verified.
  - iv. A job is complete only after all work installed by Subrecipient or its authorized representative has been completed and has passed the quality control inspection.

#### **IV. INSTALLATION OF MEASURES**

Weatherization measures serve all of the four following purposes:

1. Conserve energy.
2. Reduce energy bills.
3. Protect residents from energy-related hazards.
4. Protect building from damage caused by fire or moisture.

Subrecipient shall be responsible for installing weatherization measures per the WAP Priority List, WAP Procedures Manual, the Field Guides and applicable local, State, and Federal code.

**V. HEALTH AND SAFETY**

Weatherization services shall be provided in a manner that minimizes risks to workers, clients, and clients’ homes. Weatherization services shall not begin until health and safety problems are removed. Subrecipient shall comply with and enforce the WAP Safety Plan.

**VI. ACCEPTANCE CRITERIA**

DEO shall evaluate this project through review of Subrecipient submitted reports. To receive a reimbursement for a production period (a production period spans the first day of a month through the last day of the month), Subrecipient shall submit an electronic copy of each Building Work Report (BWR) Package along with the Financial Status Report (FSR) to DEO through the electronic financial management system (eGrants) by the 21st day of the following month. In addition, Subrecipient shall submit a signed copy of the FSR via facsimile or email to DEO by the same due date (Reference Attachment C, Reports). The monthly FSR shall include on-schedule completion of production goals.

If work is behind schedule, Subrecipient shall immediately begin implementation of a plan to bring work up to schedule.

**VII. PAYMENT AND DELIVERABLES**

Subrecipient will be reimbursed monthly for expenditures reported in its Monthly Financial Status Report as described in Attachment C, Reports. Reimbursement will be made by DEO, upon DEO’s finding that the Deliverable has been successfully completed.

Deliverable 1	Minimum Level Performance
Certification that Subrecipient operated during its regular business hours as identified in Attachment G, Warranties and Representations, to include expenses for Administration [Administration costs not to exceed \$ 23,954.10 (5% of total award amount)], Program Support, Technical and Training Assistance, Single Audit, and Liability Insurance.	At a minimum, Subrecipient shall have its office open for business, with the entrance door open to the public, and at least one employee on-site Monday through Friday from 8:00 a.m. to 5:00 p.m.
Deliverable 2	Minimum Level Performance
Complete weatherization of dwellings with energy saving repairs and installation of energy saving measures to qualified low-income persons and to administer the program.	At a minimum, Subrecipient shall complete one (1) weatherized dwelling supported by a Building Work Report (BWR) as identified in Attachment C, Reports.

- a) The Deliverables shall be reported monthly on Subrecipient’s Monthly Financial Status Report as described in Attachment C, Reports.
- b) Successful completion of the Deliverables shall be determined by receipt by DEO of Subrecipient’s Monthly Financial Status Report containing the certification required in Attachment G, Warranties and Representations.

**VIII. FINANCIAL CONSEQUENCES**

- A. If Subrecipient 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, Subrecipient shall be assessed a financial consequence in the amount of 1% of the total amount of weatherization services provided to the ineligible client's dwelling unit.
- B. DEO shall not reimburse any expenditures associated with Deliverables not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- C. If Subrecipient fails to be open, and available, for services according to its regular business hours as identified in Attachment G, Warranties and Representations, outside weekends and State holidays, Subrecipient shall pay to DEO financial consequences in the amount of \$10.00 per day that Subrecipient failed to operate according to its regular business hours, up to a maximum of \$100.00, for such failure, unless DEO in its sole discretion waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Subrecipient.
- D. Any amounts due under this Financial Consequence section shall be paid by Subrecipient out of non-Federal funds.

**IX. EQUIPMENT INVENTORY**

Subrecipient shall submit quarterly a written inventory of all equipment acquired in whole or in part with weatherization funds to DEO's Grant Manager for this Agreement. Subrecipient shall maintain an equipment inventory in a manner that will provide an audit trail, traceable from purchase to present usage. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$500.

**X. REFERRALS**

Subrecipient shall partner with non-profit organizations or municipalities that provide rehabilitation, emergency home repair, administer a Neighborhood Stabilization Program, or are participating in a Green and Healthy Home Initiative to facilitate the receipt of active referrals of qualified units in order to achieve goals of serving the low income population.

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**EXHIBIT 1 TO ATTACHMENT A**  
**BUDGET DIRECTIONS**

The following generally outlines budget categories and offers guidance for preparing the *Budget Summary and County Allocation*, Exhibit 2 to Attachment A, of this Agreement and Subrecipient's detailed line-item budget. In the event of any conflict between any portion of this Exhibit 1 to Attachment A, *Budget Directions*, and any other part of this Agreement or Federal or State regulations or guidance, the terms of any other part of this Agreement or Federal or State regulations or guidance shall prevail.

**I. Project Budget:**

Subrecipient shall perform the Weatherization Services in accordance with this Agreement and the project budget, *Budget Summary and County Allocation*, attached hereto as Exhibit 2 to Attachment A. Weatherization budget categories are defined as follows:

- A. Administrative Cost (Admin):** Administrative costs include, but are not limited to, all indirect costs, telephone costs, a portion of professional staff salaries (to cover staff time when not carrying out the functions allowable under program costs), salaries and fringe benefits of clerical staff, travel related to administrative functions, and miscellaneous costs such as copying, office space, equipment and supplies. Total administrative budget must not exceed 5% of the overall grant budget. Pursuant to DOE program guidance, administrative costs over the allocated maximum may be included as program support.
- B. Liability Insurance:** All allowable costs incurred by Subrecipient for Liability, Pollution Occurrence, and Workers Compensation insurance for weatherization projects for personal injury and for property damage.
- C. Financial Audit:** Unless financial audit costs are included in the indirect cost pool of a negotiated and approved, indirect Federal cost rate, Subrecipient shall budget this expense in the "Financial Audit" budget category.
- D. Training and Technical Assistance:** All allowable costs associated with approved inter- and intra-state travel for training and technical assistance.
- E. Materials:** All allowable costs incurred by Subrecipient and Subrecipient's contractors for materials installed in completed dwelling units, including materials for Heating and Ventilation Air Conditioning Systems (HVAC).
- F. Labor:** All allowable crew and contractor labor, to include benefits, for the purpose of auditing, inspecting, transporting or installing weatherization materials, making eligible repairs on weatherization units and replacing heating systems; cost incurred by contractors to install materials, repair or replace HVAC systems, or for contract labor to provide electrical or plumbing services.
- G. Program Support (PS):** All allowable costs incurred for Program Operations that are generally defined as the direct costs necessary to effect the weatherization of an eligible dwelling unit (cost of doing business), but not included in the material or labor costs. **All** program support charges are factored as a part of the average cost per unit. For purposes of this Agreement, Program Support includes "related matters," as that term is used in 10 C.F.R. part 440.



H. **Health and Safety:** Health and Safety is for materials and labor costs and will not be calculated into the per unit average like regular materials and labor. Costs incurred for materials and labor for Health and Safety purposes must be reported under the Health and Safety budget line item.

The Health and Safety average per unit expenditure limit is set at 45% of the per unit average. Subrecipient may exceed the 45% expenditure limit up to \$5,000 per unit, only with prior, written approval by DEO.

DEO will circulate a Health and Safety survey to Subrecipient on an annual basis to establish the costs and frequency of measures installed. Upon circulation of the survey, Subrecipient may request reallocation of excess Health and Safety funds to Materials, Labor or Program Support.

II. **Cost Limits:**

The DOE established, national average expenditure limit per dwelling unit is \$7,212. This adjusted average includes materials, labor, and program support costs amortized over completed production units. The Average Cost Per Unit (ACPU) will be calculated and tracked during the FSR review process, based on the following formula:

$$\frac{(\text{Material Cost} + \text{Labor Cost} + \text{Program Support Cost})}{\text{\# of Units weatherized}} = \text{Total Monthly ACPU*}$$

**Note: The annual adjusted average cost per unit of \$7,212 cannot be exceeded at the closeout of the Agreement.**

- III. In submitting the monthly Financial Status Reports (FSR), Subrecipient may exceed the prescribed ACPU or Admin percentage. However:
  - A. DEO will perform monthly desk audits and a mid-agreement period review of Subrecipient’s adjusted average cost per unit to-date and the admin percentage to date.
  - B. If Subrecipient exceeds either percentage on a FSR anytime during the Agreement period, it will be notified and required to make adjustments in charging for activities in subsequent FSRs to ensure compliance to adjusted averages and percentage limits at the end of the Agreement period.
  - C. Subrecipient is required to track all expenditures to ensure that only actual costs for allowable expenditures are reported on the monthly FSR.
  - D. Subrecipients receiving an advance must make up the expenditure deficit in the following FSR.
- IV. Subrecipient must complete and submit a Monthly Expenditure Tracking Sheet (METS) by the 21<sup>st</sup> day of every month during the period of this Agreement. METS reporting requirements and corrective actions are outlined in the Attachment C, *Reports*, of this Agreement.
- V. To determine the allowable activities that may be charged to the PS and Admin category, refer to the applicable (Non-Profit or Local Government) **Guidance for Documentation and Support of Program Support and Administrative Expenditures** publication.
- VI. If additional funding is provided to Subrecipient during this Agreement period, submission to DEO of a revised Exhibit 2 to Attachment A, *Budget Summary and County Allocations*, is required.

**EXHIBIT 2 TO ATTACHMENT A  
BUDGET SUMMARY AND COUNTY ALLOCATIONS**

**SUBRECIPIENT:** CAPITAL AREA COMMUNITY ACTION AGENCY, INC.  
**AGREEMENT #:** 17WX-0G-12-00-04-007

BUDGET LINE ITEM	LIHEAP FUNDING	DOE FUNDING	TOTAL AWARD
1. ADMINISTRATION	\$ 20,054.35	\$ 3,899.75	\$ 23,954.10
2. HEALTH & SAFETY	\$ 80,854.00	\$ 13,830.00	\$ 94,684.00
3. TRAINING & TECHNICAL ASSISTANCE	\$ 4,190.00	\$ 4,702.00	\$ 8,892.00
4. FINANCIAL AUDIT	\$ 4,190.00	\$ 2,095.00	\$ 6,285.00
5. LIABILITY INSURANCE	\$ 4,190.00	\$ 3,143.00	\$ 7,333.00
6. MATERIALS/LABOR/PROGRAM SUPPORT	\$ 287,608.65	\$ 50,325.25	\$ 337,933.90
<b>TOTALS</b>	<b>\$ 401,087.00</b>	<b>\$ 77,995.00</b>	<b>\$ 479,082.00</b>

Prior written approval from DEO's Grant Manager is required for any change between the above line item amounts not exceeding 10% of the line item amount reduced by said change. Any change in the overall award amount ("TOTALS" above) or a change exceeding 10% between the above line item amounts requires a formal written modification to this Agreement, as described in Paragraph (8), MODIFICATION OF AGREEMENT. Regardless, DEO will not reimburse costs of more than the total subaward amount of this Agreement, and in no event shall Subrecipient's total Administrative Expenses exceed 5% of the total subaward to Subrecipient.

**WEATHERIZATION SERVICE AREA  
COUNTY ALLOCATION**

The financial allocation specified for each county by program is designated to be spent in that county. For Subrecipients of funds designated for more than one county, 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 and approved in writing by DEO prior to expenditure. This request must specifically justify the lack of need of program services in that county.

COUNTY	ALLOCATION AMOUNT	# OF UNITS
Franklin	\$ 6,761.99	2
Gadsden	\$ 54,280.99	8
Gulf	\$ 7,106.99	2
Jefferson	9,346.99	3
Leon	\$ 241,312.99	34
Liberty	\$ 2,903.99	2
Wakulla	\$ 16,219.96	3
<b>TOTALS</b>	<b>\$ 337,933.90</b>	<b>54</b>

**ATTACHMENT B**  
**PROGRAM STATUTES AND REGULATIONS**

Subrecipient 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 409, F.S.; 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](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. Subrecipient 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. Subrecipient 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. Subrecipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.
- H. Subrecipients 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 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. Subrecipient 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." Subrecipient may not make any contract to a debarred or suspended party. A current listing of such parties is maintained by DEO for review.
- L. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY:  
As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:
  1. the percentage of the total costs of the program or project which will be financed with Federal money,
  2. the dollar amount of Federal funds for the project or program, and
  3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- M. INTEREST FROM CASH ADVANCES: Subrecipients shall invest cash advances in compliance 2 C.F.R. § 200.305(b)(8). Subrecipients shall maintain advances of Federal funds in interest-bearing accounts unless one of the following conditions applies:  
NON-PROFITS ONLY:
  1. Subrecipient or contractor 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), Subrecipients shall promptly, but at least quarterly, remit interest earned on advances to DEO. Subrecipient may keep interest amounts up to \$500 per year for administrative expenses.

Except as provided for advance payments, Subrecipient 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.
- N. PROGRAM INCOME: Pursuant to 2 C.F.R. § 200.307, Subrecipient 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.
- O. APPEALS SYSTEM: All complaints received by DEO will be referred to Subrecipient. Subrecipient must have a written appeals system that is:
  1. adopted by the Board of Directors;
  2. formatted as a Subrecipient handout;

3. posted in the client intake area of Subrecipient's agency; and
4. provided to those applying for weatherization services.

Sample format: **Subrecipient 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).

- P. **LIABILITY INSURANCE:** Pursuant to 2 C.F.R. § 440.18, Subrecipient and Subrecipient's contractors are required to have sufficient liability insurance coverage for performing weatherization-funded activities. In addition, Subrecipients 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.

Subrecipients must ensure that each contractor is adequately covered by Subrecipient'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 Subrecipient's policy) may work on pre-1978 dwellings that Subrecipient has confirmed have lead paint that will be disturbed through weatherization activities.

**PROGRAMMATIC CHANGES:** Subrecipient will follow the procedures and guidelines provided in the latest version of the WAP Procedures Manual. Programmatic and guideline changes during an agreement period may be provided to Subrecipient through a State Weatherization Program Notice and are to be considered as updates and become effective upon the date indicated on the Program Notice. The State Program Notice will be sent to Subrecipient's Agreement Manager to the email address stated in Attachment J, *Subrecipient Information*, of this Agreement. Subrecipient agrees to be bound by all currently effective State Weatherization Program Notices previously issued by DEO.

Q. **MONITORING:**

1. DEO shall conduct a full onsite review of Subrecipient at least once during the Agreement period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any contractors with whom Subrecipient contracts to carry out program activities.
2. DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
3. DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

R. OTHER PROVISIONS:

1. In addition to all other record keeping, public records, and audit requirements set forth in this Agreement, Subrecipient shall make available all books, records, and documents required to be maintained under this Agreement available for copying and mechanical reproduction on or off Subrecipient's premises.
2. If the U.S. Department of Health and Human Services or DOE initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.

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**ATTACHMENT C**  
**REPORTS**

A. Annual reports:

- (1) Close-out Report: The WAP Close-Out Report is due 30 calendar days after termination of the Agreement or 30 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. Subrecipient 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: Subrecipient verifies that if Subrecipient is below the \$750,000 threshold for all Federal awards in its fiscal year, is a non-profit entity, and is exempt from the Federal single audit act requirements, then Subrecipient has submitted a copy of its most recent IRS form 990 with its Agreement proposal.

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. Subrecipient shall submit the report regardless of whether funds were expended. Reimbursement of expenditures shall be based on this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. Subrecipient must submit the FSR in DEO's current eGrants, as well as 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;
  - d. An attestation, signed by an authorized signatory, that Subrecipient was open and operating during its reported business hours; and
  - e. An attestation, signed by an authorized signatory, that payment claimed were for actual costs expended by the Subrecipient and its subcontractors, and properly applied to services provided under this agreement.
- (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, *Scope of Work*, of this Agreement.

C. Monthly Expenditure Tracking System (METS) Reports:

A **monthly** METS is due to DEO by the 21<sup>st</sup> day of every month of this Agreement. If the twenty-first day of the month falls on a weekend day or holiday, the report shall be due no later than the next business day. Subrecipient will submit:

- (1) A completed METS to include all Program Support and Admin line item actual costs incurred by Subrecipient during the previous month and submitted for reimbursement as part of the monthly FSR.
  - (2) 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's receipt of these documents, DEO staff will compare the FSR PS and Admin amounts with the METS PS and Admin amounts and supporting spreadsheets. Subrecipient will be notified if any other supporting documentation is needed based upon the results of this review. Based on the information contained in the reports, DEO may, in its sole discretion, schedule an on-site monitoring review.
- D. Cost Limits for Materials/Labor/Program Support, and Admin:
- (1) During the program year, if DEO determines that the average cost per unit will exceed the maximum allowable annual average cost per unit, additional cost restrictions may be imposed. Implementation of these limits will be based on data gathered by the State regarding actual cost averages and may be imposed on one or all Subrecipients, as needed. The DEO Grant Manager will notify Subrecipient of the cost restrictions to be implemented and procedures for implementing the restrictions. Upon receipt of such notification, Subrecipient will be required to implement this procedure for all dwelling units for which materials have not been ordered or for which a job order has not been issued to a contractor.
  - (2) Failure by Subrecipient 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.
- E. Close-out METS:  
Subrecipient shall submit a Close-out METS with the last FSR expending the remaining balance of funding in the Agreement to DEO. Subrecipient will provide a METS that includes the costs charged in all budget cost categories along with the supporting spreadsheet. **Subrecipient cannot exceed the percentage cap for Admin or the threshold ACPU at the end of the Agreement period.**  
During the Agreement period, DEO staff will conduct an on-site monitoring visit to Subrecipient. This visit will include a review of the documentation that supports the Program Support and Administrative charges reported for a minimum of three FSRs.
- F. Semi Annual Success and Leverage Reports  
Semi Annual Success and Leverage Reports are due to DEO on or before October 21, 2017, and April 21, 2017. 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, Subrecipient shall provide: a) copies of thank-you correspondences from clients who received weatherization services; b) information on any events Subrecipient participated in that promoted the WAP locally; and c) any milestone reached by Subrecipient that relates to the WAP.
  - 2) On the Leverage Reports, Subrecipient 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 (6) month period. Utility rebate funds and donation of materials or volunteer labor should also be included in this report.
- G. Monitoring:  
At a minimum, DEO will conduct one (1) on-site monitoring visit to Subrecipient during the Agreement



period. This monitoring visit will address Subrecipient's fiscal and programmatic administration of the WAP. In addition, a minimum of five percent (5%) of the total number of dwellings projected to be weatherized during the Agreement period will be inspected. An additional five percent (5%) of dwellings will be inspected if Subrecipient has implemented the Level #2, Independent Auditor/Quality Control Inspection process.

H. Monitoring Report:

Within 35 days after the completion of the monitoring visit, DEO will issue a monitoring report outlining the results and any corrective actions required to be implemented by Subrecipient for any non-compliance issues discovered during this visit. Issues may be classified as a major or minor finding or an observation. A major finding is a noncompliance issue that is of significant concern. A minor finding is a noncompliance issue that is of secondary concern, such as a small file omission. Observations are to assist with compliance of program requirements, to enhance or improve service, or to share best practices.

I. Monitoring Report Responses:

Subrecipient shall provide a written response to DEO for all monitoring report findings or observations no later than 30 calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirtieth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

J. Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. Subrecipient may utilize one of the following options:

(1) Cost Allocation Plan: Per 2 C.F.R. 200.405, to document this, Subrecipient must submit copies of its written Cost Allocation Plan to DEO with this Agreement.

(2) Indirect Cost Rate Proposal: Per 2 C.F.R. 200.414, this is the amount charged through indirect cost allocation plans approved by Subrecipient's cognizant Federal agency, the rate negotiated between DEO and Subrecipient (in compliance with 2 C.F.R. part 200), or the 10% *de minimis* rate as applied to Modified Total Direct Cost as allowed by the Uniform Guidance. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that effect.

K. Other reports: Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

L. Report Submission:

Unless otherwise noted, reports shall be submitted to DEO's Grant Manager as stated in Paragraph (16) 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 D  
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.

<p><b>NO ADVANCE PAYMENT REQUESTED</b>                      Check here: _____          Payment will be solely on a reimbursement basis. No Additional information is required.</p>
<p><b>60 DAY ADVANCE REQUESTED</b>                      Check here: <u>  X  </u>          Advance payment of \$ <u>46,695.60</u> is requested. Balance of payments will be made on reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Subrecipient would not be able to operate the program without this advance.</p>

**ADVANCE CALCULATION**

A.	Number of Units expected to be completed in 60 days:	6
B.	Line A times the maximum of \$7,212	\$43,272.00
C.	Direct Charge Line Items for first 60 days:	\$1,200.00
D.	Subtotal of Lines B & C:	\$44,472.00
E.	Administrative expenses for first 60 days: (Cannot exceed 5% of Line D)	\$2,223.60
F.	Advance Requested (Total Lines D & E):	\$46,695.60

**ADVANCE REQUEST FOR MORE THAN 60 DAYS**

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

**TRACKING OF ADVANCE EXPENDITURES**

Subrecipient 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:

- a) DEO will compare the advance amount received by Subrecipient with the total to date expended amount on Subrecipient's second FSR to determine if an amount equal to the advance amount received has been expended.

- b) If Subrecipient has not expended an amount equal to the initial advance, DEO staff will contact Subrecipient 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.
- c) If the justification is not approved, an adjustment may be made to Subrecipient's reimbursement request amount on Subrecipient'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 Subrecipient will have on hand to meet expenditures.
- d) DEO will track the monthly expenditure amount of Subrecipient through the remainder of the Agreement period. If Subrecipient 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) Subrecipient's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future agreements.

JUSTIFICATION STATEMENT

*[Please insert or attach a justification statement as required by subparagraph (4)(b) of this Agreement if an advance payment for more than 60 days of funding is requested.]*

N/A

**ATTACHMENT E**  
**PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property (as defined in 2 C.F.R. 200.81) in 2 C.F.R. part 200, and 10 C.F.R. part 600, as applicable.

- A. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
- B. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to DEO, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to DEO upon DEO's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, the written, quarterly equipment inventory described in Attachment A, *Scope of Work, IX. Equipment Inventory*, of this Agreement.
- C. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in DEO upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in DEO by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient comingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.
- D. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the WAP. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
- E. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**ATTACHMENT F**  
**STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

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

No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. Nepotism

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

D. Assurances

Subrecipient hereby assures and certifies as a condition of receipt of Agreement funding, that it, and its contractors, 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, Subrecipient assures and certifies that:

- (1) Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- (2) Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard its assets, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with DEO's prescribed management policies.
- (3) Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

- (4) Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers, or documents related to all program operations of the Agreement, including those of any contractors.
  - (5) Subrecipient will comply with all of the provisions and practices outlined in DEO's most current monitoring manual.
  - (6) Subrecipient verifies that its application and all its attachments, including budget data, are true and correct.
  - (7) Subrecipient 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. Subrecipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that Subrecipient 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) Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: and 2 C.F.R. part 902.
- E. Subrecipient's contractors must maintain valid licenses that comply with all State and local laws, ordinances, and regulations. Each contractor shall be appropriately licensed to cover each activity it is performing pursuant to this Agreement. Subrecipient shall maintain copies of all contractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.
- F. 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.
- G. Subrecipient will permit attendance by DEO's representatives at any meetings of Subrecipient's Board of Directors, executive committee, or legislative body.

**ATTACHMENT G**  
**WARRANTIES AND REPRESENTATIONS**

A. Financial Management

Subrecipient warrants that its financial management system shall provide the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and ensure 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 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910.
- (6) Cost accounting records that are supported by backup documentation.

B. Competition

Subrecipient warrants the following:

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder, or offeror, must fulfill in order for the bid, or offer, to be evaluated by Subrecipient. Any and all bids or offers may be rejected when it is in Subrecipient's interest to do so.

C. Codes of Conduct

Subrecipient warrants the following:

- (1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to contracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

D. Business Hours

Subrecipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on Monday through Friday, and from 8:00 AM to 5:00 PM.

E. Licensing and Permitting

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

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**ATTACHMENT H**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

NOTE: Prior to issuing subawards and contracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov>.

- A. If Subrecipient will not issue any subawards or contracts under this Agreement, Subrecipient shall mark here that this Attachment H is Not Applicable: \_\_\_\_\_.
  
- B. If Subrecipient will issue subawards or contracts under this Agreement, Subrecipient shall complete the following information for each contractor:
  - 1. The prospective contractor of Subrecipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
  - 2. If Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
Subrecipient's Name

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
DEO Agreement Number

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))**  
(taken from 2 C.F.R. § 175.15)

I. Trafficking in persons.

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

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

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

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

1. Is determined to have violated an applicable prohibition in paragraph a.1. of this subaward term; or
2. Has an employee who is determined by DEO official authorized to terminate the subaward to have violated an applicable prohibition in paragraph a.1. of this award term through conduct that is either:
  - i. Associated with performance under this subaward; or
  - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 901.

c. The following provisions are applicable to all subrecipients:

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

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to, or any contract with a private entity.
- d. Definitions. For purposes of this subaward term:
1. "Employee" means either:
    - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this subaward; or
    - ii. Another person engaged in the performance of the project or program under this subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

***The remainder of this page is intentionally blank***

**ATTACHMENT J**  
**SUBRECIPIENT INFORMATION**

Please complete all information applicable to your organization.

1. Subrecipient's full legal name: Capital Area Community Action Agency, Inc.

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

309 Office Plaza Drive

City: Tallahassee , FL Zip Code: 32301  
Telephone: 850-222-2043 Fax Number: 850-942-2090

3. Street Address (if different from above):

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

4. Chief Elected Official/Chair of the Board for Nonprofits:

Name: Charlean Lanier Title: Board Chairman  
Address: 309 Office Plaza Drive City: Tallahassee , FL Zip Code: 32301  
Telephone: \_\_\_\_\_ Fax: 850-942-2090

5. Executive Director:

Name: Tim Center Title: Executive Director  
Address: 309 Office Plaza Drive City: Tallahassee , FL Zip Code: 32301  
Telephone: 850-222-2043 Fax: 850-942-2090

6. WAP Project Coordinator:

Name: Terry Mutch Title: WAP Coordinator  
Address: 309 Office Plaza Drive City: Tallahassee , FL Zip Code: 32301  
Telephone: 850-222-2043 Fax: 850-942-2090

7. Finance Director:

Name: Stephanie Sgouros Title: Finance Director  
Address: 309 Office Plaza Drive City: Tallahassee , FL Zip Code: 32301  
Telephone: 850-222-2043 Fax: 850-942-2090

## Emergency Services Program

### *National Performance Indicator*

*Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential By Strengthening Family and Other Supportive Environments. This report started October 1st 2016 and will end September 30<sup>th</sup> 2017.*

### *Low Income Home Energy Assistance Program*

Below is the total unduplicated number of households/individuals served for April 2017.

County	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Total
<i>Calhoun</i>	24/52	28/54	19/52	14/31	23/45	26/42	12/22	20/30	166/328
<i>Franklin</i>	10/24	18/50	7/18	9/21	10/16	18/36	3/7	4/10	79/182
<i>Gadsden</i>	74/214	78/228	47/120	97/211	89/231	84/200	61/141	72/193	602/1547
<i>Gulf</i>	13/25	12/28	3/11	10/17	9/11	6/15	5/7	8/18	63/132
<i>Jefferson</i>	25/64	31/55	32/92	30/76	35/73	34/62	19/37	18/42	224/501
<i>Leon</i>	288/844	248/705	205/574	258/681	204/483	239/589	176/462	247/678	1865/5016
<i>Liberty</i>	12/35	10/36	10/29	12/28	16/31	14/23	6/12	8/21	88/215
<i>Wakulla</i>	15/52	26/86	13/43	12/29	18/46	8/28	10/22	14/48	116/354
<b>Totals</b>	461/1,310	451/1,242	336/939	442/1,094	404/936	429/995	292/710	391/1040	3,203/8,275

### Emergency Services Community Services Block Grant – Rentals Assistance 6.2.C

From October 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2016 a total of (358) families were assisted with emergency rental assistance (22) families received assistance with a rental deposit.



## Weatherization Assistance Program

In March 2017, DEO announced an extension to the 2016 contract to September 30, 2017 in addition to a Department of Energy budget increase of \$77,995. Modification #2 has been received and executed (transfer of monies from client services budget to health and safety budget to match current spend rate – no change in allocation amount). Final modification (increase in funding and extension of current contract) is still in process.

Under the current approved contract, approximately 69 homes will be weatherized (no change from last report). The number of homes *remaining* by county is listed below based on \$5,000 average per home, not including health and safety.

Once the final modifications have been processed and approved, the number of units to be weatherized will be adjusted accordingly to the approved modified contract numbers.

Franklin – 2 homes  
 Gadsden – 8 homes  
 Gulf – 2 homes  
 Jefferson – 3 homes  
 Leon - 33 homes  
 Liberty – 2 homes  
 Wakulla – 4 homes

The chart below tracks the number of weatherized homes for the 16-17 contract year-to-date beginning April 1, 2016 through the end of the contract on June 30, 2017.

The chart will be updated once the modified contract has been approved to include adjusted county allocations and time extension.

County	Amount Allocated*	Amount Spent**	J	A	S	O	N	D	J	F	M	A	M	J	Total
<i>Franklin</i>	\$10,041.57	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Gadsden</i>	\$51,939.15	\$11,437	0	0	0	0	0	0	0	2	0	0	0	0	2
<i>Gulf</i>	\$10,387.83	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Jefferson</i>	\$12,465.40	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>3Leon</i>	\$232,687.39	\$78,695	2	0	2	4	4	4	3	0	1	0	2	0	22
<i>Liberty</i>	\$9,695.31	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Wakulla</i>	\$19,044.36	\$6,193	0	0	0	0	0	0	0	0	0	0	1	0	1
<i>Totals</i>	\$346,261.00	\$96,325	2	0	2	4	4	4	3	2	1	0	3	0	25





Capital Area  
**Community Action**  
Agency

## MEMORANDUM

**TO:** Head Start Policy Council and Board of Directors  
**FROM:** Tim Center, CEO and Head Start Director  
**RE:** Head Start Director's Report  
**DATE:** June 16, 2017

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The following memo serves as my update to the Community Action Head Start Policy Council and Board of Directors.

### Staffing

Staff were celebrated by a Golden Apple Gala on Friday, June 8, 2017, at the Red Cross. Awards, food and dancing were enjoyed by the team.

Franklin County operations will need to resume based on community support and input from the Department of Health and Human Services. All staff must reapply.

### Facilities

Plans are underway for two new classrooms at the South City location. Also, the cafeteria will be used. Given the larger population of students, a new facility is being evaluated to offer a kitchen to determine how to set it up to produce meals. Staff are working with the Leon County School District staff.

Franklin County's City of Apalachicola has granted us use of a recreation center for a year to house the Head Start Center. Some work will need to be done to prepare the program.

### Curriculum

The Education Manager and Education Specialists continue to focus on fidelity to the Creative Curriculum including the need for improved lesson plans and documentation of effort. Work is underway designing the pre-service program for the start of the next school year.

### Federal and State Regulations

There are no new regulations to share at this time.



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**Budget**

The 20% match is close to being on schedule. We do not anticipate needing to request a waiver.

# Family and Community Engagement Manager Monthly Monitoring Report

Requirement	Bainbridge	Franklin	Jefferson	Mabry	Royal	South City	TOTAL
<b>PROGRAM STATUS (Monthly)</b>							
Number of Students Enrolled for Month	50	34	31	53	53	147	368
Number of Student Withdrawals for Month	2	3	0	3	1	1	10
Number of Vacancies							
Number of Students on Wait List							
Number of VPK Students Enrolled	30	0	5	14	22	62	133
Number of School Readiness Students Enrolled	6	0	0	1	3	10	20
Number of School Readiness Wait List Students Enrolled							
<b>FAMILY STATUS</b>							
Number of Family Needs Assessments	52	37	31	56	54	148	378
Number of Initial Home Visits (45)							
<b>Family Partnership Agreement</b>							
Number of FPA Initiated (45)	52	37	31	56	54	148	378
Number of FPAs in progress (February)	52	37	31	56	54	148	378
Number of FPAs completed (May)	52	37	31	56	54	148	378

Center	Head Start Enrollment and Attendance	
	Funded	Enrollment on 5/31/17 August Average Daily Attendance (ADA)
Bainbridge	52	50 78%
Franklin	37	34 76%
Jefferson	31	31 78%
Mabry	56	53 64%
Royal	54	53 78%
South City	148	147 84%
<b>Total</b>	<b>378</b>	<b>368</b> <b>76%</b>

## Family and Community Engagement Manager Monthly Monitoring Report

<b>Number of Referrals (Review referrals)</b>	<b>Bainbridge</b>	<b>Franklin</b>	<b>Jefferson</b>	<b>Mabry</b>	<b>Royal</b>	<b>South City</b>	<b>Total</b>
Emergency Assistance (Food, shelter, clothing)	8	0	5	6	4	12	35
Domestic Violence Referrals	0	0	1	0	0	0	1
Substance Abuse Referrals (prevention or treatment)	0	0	0	0	0	1	1
Child Abuse or Neglect Referrals	0	0	0	0	0	1	1
Assistance for incarcerated Family Members	2	0	1	2	1	0	6
Education Referral	1	0	2	4	0	5	12
Employment	3	0	3	3	0	8	17
<b>Parent Meetings/Trainings</b>							
Parent Committee Meetings							
Number of Parents at the Parent Committee Meetings							
Number of Male Parents at Parent Committee Meetings							
Number of parents Committee meetings attended (Family Advocate)							
Number of Parents Committee meetings attended (Parent Engagement Coordinator)							
Number of Parents in attendance on Policy Council	1	0	1	1	0	1	4
Number of Coordinated Trainings for Policy Council							
Number of Parenting Classes							4
Number of Family Activities/Events Coordinated							7
Number of Family Activities Specific to Male Engagement							
Number of Parent Trainings Conducted							
Number of Volunteer Orientations							
<b>Home Visits</b>	<b>Bainbridge</b>	<b>Franklin</b>	<b>Jefferson</b>	<b>Mabry</b>	<b>Royal</b>	<b>South City</b>	<b>Total</b>
Required Home Visit Follow up (February)							
Number of Additional Home Visits/Meetings							
Number of Contacts documented in Case Notes	17	0	15	12	0	43	87
Number of Contacts documented per absenteeism	2	3	0	3	1	5	14

# Family and Community Engagement Manager Monthly Monitoring Report

<b>Number of Files Reviewed</b>	0
<b>Review of Parent Board</b>	0
<b>Volunteers (PEC)</b>	
Number of Volunteers	61
Total of Program In kind	117 hours
<b>FAMILY AND COMMUNITY</b>	
Family Advocate Workers Meetings	1
Family Advocate Workers Trainings	1
Community Meetings	2

<b>Transportation</b>	
Field Trips	1
Maintenance	0
Trainings	0

Family and Community Engagement Manager  
Monthly Monitoring Report

<b>HEALTH SPECIALIST</b>	<b>Total</b>
<b>PRE-ENROLLMENT REQUIREMENTS</b>	
Up to date immunizations	368
Expire immunizations	0
Up to date Physicals	368
Expired Physicals	0
Number of individual Health Care Plan	15
Number of Children with Health Insurance	377
<b>ENROLLMENT</b>	
Number of children with dental home	204
Number of dental home referrals	0
Completed dental exams	197
Incomplete dental exams	171
Needed dental treatment	26
Receiving dental treatment	1
Completed dental treatment	0
Number of medical home	368
Number of medical home referrals to Advocates	0
<b>45 DAYS REQUIREMENT</b>	
Vision screenings	364
Vision referrals	24
Hearing screenings	357
Hearing Referrals	1
Growth Assessment	368
BMI Referrals	0

## Family and Community Engagement Manager Monthly Monitoring Report

<b>90 DAYS REQUIREMENT</b>	<b>Total</b>
Number of dental home established	204
Number of dental exams	197
Number of children requiring dental treatment	26
Number of completed dental treatment	0
Number of medical homes established	368
Hematocrit/Hemoglobin	234
Blood lead	201
<b>NUTRITION</b>	
Number of Breakfast	5,803
Number of Lunch	5,892
Number of PM Snacks	4,697
Number of Children with Special Diets	15
<b>MONITORING ACTIVITIES</b>	
Health Files Review	0
Child Care Food Program Tool	0
Kitchen Inspection Tool	0

# Family and Community Engagement Manager Monthly Monitoring Report

<p><b>Corrective Action and Follow Up</b></p> <p><b>Attendance.</b></p> <ul style="list-style-type: none"><li>• The average daily attendance for May was 76%. Ten students withdrew from school and other students left without withdrawing causing attendance to decrease for the last month of school. Head Start now also requires all slots to be replaced up until the end of school, which also hurt our attendance. Families were offered slots during the last month of school, but many refused the slots since they would have only received a month or less of service.</li></ul> <p><b>Extended Day.</b></p> <ul style="list-style-type: none"><li>• The extended day program will be evaluated for the 2017-18 school year.</li></ul>
<p><b>Strengths</b></p> <p>No Head Start center was cited for a health violation during DCF visits this school year.</p> <p>Families are turning in applications for the 2017-18 school year.</p> <p>Radio advertisement has begun for the 2017-18 school year. New signage is for recruitment has also been completed.</p> <p>Numbers for dental exams, hematocrit/hemoglobin, and blood lead increased this school year.</p>



# Family and Community Engagement Manager Monthly Monitoring Report

<b>Areas of Concerns and Barriers</b>
<p>Locating a head start location to serve 37 slots in Franklin County.</p> <p>Having appropriate kitchen space and equipment to prepare for students at South City.</p> <p>The closing of Bainbridge Road Head Start Center, and the ability to locate new space to replace the center.</p> <p>Filing documents and maintaining children files at the centers.</p> <p>Incorporating new Head Start Performance Standards and getting staff trained on the new standards.</p>

<b>Professional Development</b>
<p>Bi-weekly management and team meetings</p>

<b>Manager Monitoring Activities</b>
<p>Verifying Head Start eligibility for all families enrolling in the program for the 2017-18 school year.</p> <p>Working with the Task Force in Franklin county to locate space to serve families in Franklin County.</p> <p>Working with management team to locate kitchen space in Leon County.</p> <p>Ensuring documentation in ChildPlus relating to absences.</p> <p>Reviewing Child Care Food Program claim</p>

Family and Community Engagement Manager  
Monthly Monitoring Report

Submitted by:

Darrel James

Date:

# Capital Area **Community Action** Agency

## CHIEF EXECUTIVE OFFICER REPORT JUNE 2017

### **Administrative**

- The purchase of the building is proceeding and all inspections have been completed but the elevator. A deposit needs to be made to secure the contract offer. New roof and HVAC are needed now. This will be a negotiating term.

*Impact: Better benefits for staff. Better fiscal accountability.*

### **Programmatic**

- *Getting Ahead in a Just-Gettin'-By World/Staying Ahead*
  - A summer in-service will focus on training case managers on the case management process and delivering the needed services regarding the GA/SA program.
  - New Case Managers Rosmari McCaskill and Marcellas Durham. We are searching for a case manager for Wakulla County.
- Head Start
  - Golden Apple Gala was a success and the beginning of a new tradition.
  - Leon County School District will approve new contract terms for South City Head Start. We are exploring the use of a former restaurant to prepare meals.
  - The Head Start team is busy enrolling students for the next school year.
  - Bainbridge Road will be replaced by South City and Mabry Head Start Centers.
  - Franklin County residents formed a Task Force to help secure Head Start services and staff continue to work with them.
  - Work continues to prepare the annual Refunding Application which is due July 1.

*Impact: Redesigning entitlement programs to toward more independency services.*

### **Communications and Outreach**

- United Way surrounding county grant applications were submitted. Presentations will take place in the next few weeks.
- Continuing work with the Income Council of the United Way of the Big Bend strategic initiatives.
- Maintain regular meeting schedule with Jim McShane, CareerSource Capital Region. Co-locating offices has increased partnership between the agencies.

*Impact: Developing the infrastructure necessary to support the Agency mission*



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## **Resource Development**

- Working to outline the *Prosperity Circle* fundraising campaign for a 2017 launch. Donors to make three-year pledges. Wells Fargo is included.

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

## **Florida Association for Community Action Board**

- Chairing the Transition and Selection Committee in the Executive Director search process.

## **Out of Office**

- May 31 – June 2 – Vacation with family

## **Upcoming Events**

- Vacation – June 22-23 – Florida Bar Conference
- Leadership Florida Annual Conference – June 29-July 2 – West Palm Beach
- Vacation – July 20-21 - Orlando
- CAP Annual Conference – August 29-September 1 - Philadelphia