

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO. 20040020

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute a contract to receive \$316,998 from the State of Florida Department of Community Affairs for the Low Income Home Energy Assistance Program (LIHEAP); approve budget amendment resolution.

WHY ACTION IS NECESSARY: To secure grant funds for the Low Income Home Energy Assistance Program.

WHAT THE ACTION ACCOMPLISHES: Will provide \$316,998 in grant funds for assistance with energy costs to qualified households for the period of contract execution date through March, 2005.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: CW CSA

3. MEETING DATE:

01-27-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER N/A

B. DEPARTMENT Human Services

C. DIVISION

BY: Susan Oliver
Susan Oliver, Program Manager

7. BACKGROUND: The State of Florida, Department of Community Affairs, has elected to renew a contract with Lee County Department of Human Services to administer the Low Income Home Energy Assistance Program (LIHEAP). The allocation for the FY 04-05 contract period is \$316,998. This grant does not require matching funds.

This program provides utility payments for low-income households experiencing a home energy emergency. Department staff will review applications to determine eligibility in accordance with state guidelines. Twenty one percent of this amount (\$67,414) will be retained by the Department of Human Services for administrative expenses. The program is available to low-income residents of Lee County with priority given to the elderly, persons with disabilities and households with small children.

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

Attachments: Contract (3 originals)
Budget Amendment Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<u>[Signature]</u> 1/19/04	N/A	N/A		<u>[Signature]</u>	OA <u>[Signature]</u> 1/12	OM <u>[Signature]</u> 1/12/04	Risk <u>[Signature]</u> 1/12/04	GC <u>[Signature]</u> 1/12/04	<u>[Signature]</u>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 1-8-04
Time: 4:40

Forwarded To:
Budget
1/9/04 8:05pm

RECEIVED BY
COUNTY ADMIN: RK
1/9/04
3:10 PM SET

COUNTY ADMIN
FORWARDED TO: AS
RK 1-13-04
4:30 pm

RESOLUTION

Amending the General Fund #00100 Budget for additional revenues for Fiscal Year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$316,998 of the additional revenue from Low Income Home Energy Assistance Program (LIHEAP) Grant and an appropriation of a like amount for salaries and indigent rent and utilities;

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

ESTIMATED REVENUES

Prior Total:		\$326,983,451
Additions		
11074700100.331621.9004	LIHEAP	\$316,998
Amended Total Estimated Revenues		\$327,300,449

APPROPRIATIONS

Prior Total:		\$326,983,451
Additions		
11074700100.501210.140	Salaries Full-Time Regular	\$6,305
11074700100.501210.141	Salaries Full-Time Regular	6,096
11074700100.501210.146	Salaries Full-Time Regular	55,013
11074700100.508303.106	Indigent Rent and Utilities	249,584
Amended Total Appropriations		\$327,300,449

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

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0747
- 2. Title of Grant: Low Income Home Energy Assistance Program (LIHEAP)
- 3. Amount of Award: \$ 316.998
- 4. Amount of Match Required: None
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA # 93.568	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 04EA-4P-09-46-01-015

8. Contract Period:	Begin Date: _____ Date Signed _____	End Date: <u>03/31/05</u>
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9. Name of Subrecipient(s) None

10. Business Unit(s): 11074700100

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

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

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

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

1st Year	2nd Year	3rd Year
4th Year	5th Year	

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

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Lee County Department of Human Services
- 2. Contacts:

Program Mgr. <u>Susan Oliver</u>	Phone #: <u>239/652-7916</u>
Fiscal Mgr. <u>Barbara Hollis</u>	Phone # <u>239/652-7923</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Department of Community Affairs
- 2. Program Title/Division: Community Assistance Section

3. Agency Contact: Robert Lakin

4. Phone Number: 850-488-8466

5. Mailing Address: 2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

SOURCE OF FUNDS

1. Original Funding

Source: U.S. Department of Health and Human Services

(name of agency where funding originated from)

Pass Through Agency: Florida Department of Community Affairs

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

3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee

or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO

(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO

(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or January 1, 2004, whichever is later, and shall end March 31, 2005, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

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

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

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

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

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its

designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

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

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

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

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, Budget Summary and Workplan, Attachment I and all other applicable laws and regulations.

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

(e) Any additional terms and conditions pertaining to Property Management and Procurement are set forth in Attachment D of this Agreement.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report.

(b) Quarterly reports are due to be received by the Department no later than 21 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are June 30, September 30, December 31 and March 31.

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

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

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

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

(7) MONITORING

The Recipient shall constantly monitor its performance under this Agreement to ensure that the Scope of Work and Workplan objectives are being accomplished and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

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

monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY

(a) Unless the Recipient is a State agency or subdivision as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

(9) DEFAULT; REMEDIES; TERMINATION

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this

Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

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

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

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment A and the Budget Summary and Workplan attached hereto as Attachment I.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may

be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law.

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

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

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

Ms. Hilda Frazier, Manager
Florida Department of Community Affairs
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
email: hilda.frazier@dca.state.fl.us

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

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS

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

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

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or

disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

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

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

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and

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

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

(12) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as

revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Community Assistance Section
Low Income Home Energy Assistance Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Community Assistance Section
Low Income Home Energy Assistance Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(m) The audit must be submitted to the Department no later than seven (7) months after the end of the Recipient's fiscal year or by the date the audit report is issued by the State Auditor General, whichever is later.

(13) SUBCONTRACTS

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS

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

(15) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

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

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$316,998, subject to the availability of funds. This allocation includes additional LIHEAP leveraging funds in the amount of \$444. Leveraging funds must only be used for direct client assistance and cannot be used for administrative or outreach costs. Separate tracking and reporting of leveraging funds from the regular LIHEAP allocation is mandatory in order to meet federal reporting requirements.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment L. Attachment L will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

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

(17) STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

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

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for period of up to two (2) years after the initial agreement or for a period no longer than the yearly basis for a period term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

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

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

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

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

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

(18) LOBBYING PROHIBITION

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(19) COPYRIGHT, PATENT AND TRADEMARK

If applicable to this Agreement, refer to Attachment F for terms and conditions relating to copyrights, patents and trademarks.

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

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

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall

refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

(20) ASSURANCES

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

(21) BUDGET SUMMARY AND SCOPE OF WORK CERTIFICATION

The Recipient certifies that the data in Attachment I of this Agreement and its various data, including budget data, are true and correct to the best of its knowledge and that the filing of this attachment has been duly authorized and understands that it will become part of the Agreement between the Department and the Recipient.

(22) VENDOR PAYMENTS

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

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(23) LEGAL AUTHORIZATION

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

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

RECIPIENT

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

(Name)

BY: _____
(Type Name and Title)

BY: _____
Janice Browning, Director
Division of Housing and Community Development

Date: _____

Date: _____

59-6000702

Federal Identification Number

EXHIBIT – 1

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

FEDERAL PROGRAM:

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

*Catalog of Federal Domestic Assistance

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

Federal Program:

List applicable compliance requirements as follows:

1. Purposes resources must be used for:

The Recipient will use the LIHEAP funds to provide energy payment assistance to low income consumers. These funds will be expended in accordance with the Program Statutes, Attachment A, Scope of Work, Attachment I, Budget Summary and Workplan and applicable OMB Circulars.

2. Eligibility requirements for recipients of the resources:

The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in:
Title 45 of the Code of Federal regulations, Part 96 - Block Grants, and
Title 31 of the Code of Federal Regulations, Part 205 - Cash Management Improvement Act of 1990.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ -0-

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ -0-

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

N/A

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

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

The Recipient shall utilize the funds provided under this Agreement to:

- A. Conduct outreach activities designed to ensure that eligible households, especially households with elderly individuals or disabled individuals, or both, are made aware of the assistance available under this Agreement.
- B. Coordinate services between programs for potential clients living in the service area, with the Department's Weatherization Assistance Programs and Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers.
- C. Provide assistance to clients in completing state provided applications for assistance in determining eligibility.
- D. Make home visits or conduct telephone interviews to home-bound clients, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
- E. Make LIHEAP home energy assistance payments based on a state-provided payment matrix and worksheet. The payment amount is based on the household's income level as compared to the national poverty guidelines. This takes into account both gross income and family size. The lower the income, the higher the benefit level.
- F. Make vendor payments directly to fuel providers or recipients on behalf of eligible clients, or in instances where vendor agreements cannot be negotiated, make payments directly to clients in the form of a one or two party check.
- G. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the maximum per household and maximum per item limits set by the Department.
- H. Establish Memoranda of Agreement with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

- I. Check LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) to avoid duplicate crisis assistance payments during the same heating or cooling season.
- J. When the applicant is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.
- K. When the applicant is in a life threatening situation, take actions that will resolve an emergency situation within 18 hours of the application approval for a crisis benefit.
- L. The Recipient will make home energy payments within 45 days of the date all requested information is received.
- M. The Recipient will, within 15 working days of receiving the client's application, furnish in writing to all applicants a Notice of Approval which includes the type and amount of assistance to be paid on their behalf or a Notice of Denial which includes appeal information.
- N. The Recipient will maintain a separate record for each LIHEAP client which includes at least the following data: client's name, address, sex, age, income amount and method of verification, date client was interviewed, services provided and copies of approval or denial letters provided to the client. All LIHEAP assistance applications must be signed by the client and by the Recipient's representative.
- O. Recipients are required to have written applicant appeal procedures. Any applicant denied LIHEAP services must be provided a written notice of the denial which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the client may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must be posted in a prominent place within the office where it is on view for all applicants.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

P. The Recipient will make payments to those applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such households that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.

Q. Recipients serving multi-county areas must provide the Department with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on poverty population within each of the counties served. This information must be reported in Attachment K to this Agreement.

R. When LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an applicant, the Recipient will assist the applicant to secure help through other community resources.

S. The Recipient shall agree to treat owners and renters equitably under the agreement.

T. The Recipient shall be responsible for entering into written agreements with home energy suppliers which include all of the following requirements:

(1) Provisions to assure that no household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

(2) Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

(3) Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the client.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

(4) The Recipient shall make vendors aware that when the benefit amount to the client does not pay for the complete charges owed by a client, that the client is responsible for the remaining amount owed.

U. The Recipient will be responsible for determining the eligibility of the clients applying for the LIHEAP program and its crisis components. Client eligibility is based on the following eight factors:

(1) The Recipient may only assist households who are or were residing in their LIHEAP service area at the time the home energy costs were incurred.

(2) The client must complete an application and return all required information and verification to the Recipient while funds remain available.

(3) The client must provide a fuel bill for home energy or provide other documentation proving an obligation to pay for home energy costs.

(4) The client must have a total household income of not more than 150% of the OMB federal poverty level for their household's size.

(5) Applicants receiving Food Stamps or have applied for and are currently eligible for Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for LIHEAP; however, the benefit levels are the same as other qualified applicants.

(6) The client must have a verifiable home energy crisis (crisis component).

(7) The client must not live in government subsidized housing projects where home heating and cooling costs are totally included in their rent and they have no obligation to pay any portion of the home heating and cooling costs.

(8) The client must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.

(9) The client must not be a student living in a dormitory.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

V. OTHER SPECIAL REQUIREMENTS

(1) The Recipient shall ensure that no person shall be excluded from participation in any activity of the program on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded inwhole or in part with these funds.

(2) The Recipient will define what criteria and verification will be used in its local area to determine if a household is in danger of losing home energy. This criteria must be set in a manner to encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposit, interest or late payment penalties, etc.

(3) The Recipient will not charge applicants a fee or accept donations from an applicant to provide LIHEAP benefits.

(4) The Recipient will be in a location and operate during hours available to clients.

(5) The Recipient will refund, with non-federal funds, to the Department all funds incorrectly paid on behalf of clients that cannot be collected from the client.

(6) The Recipient will have appropriate staff attend training sessions, as scheduled by the Department to cover LIHEAP policies and procedures.

(7) The Recipient will furnish training for all staff members assigned responsibilities for the program.

(8) The Recipient will add information such as the Recipient's name, address, and times of operation to the forms provided by the Department or similar Recipient-developed forms and duplicate as needed.

(9) The Recipient will provide information to local media and agencies in contact with low-income individuals announcing the beginning of both the crisis program component and the heating and cooling assistance program with information stating how, where, and when to apply, as well as the benefits available and eligibility criteria.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

(10) The Recipient will take applications when it has a signed Agreement and adequate funding, and continue taking applications until the Agreement expires or funds are exhausted.

(11) The Recipient must have adequate procedures in place to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.

(12) The Recipient will operate both program components in a manner that makes them available to all potentially eligible clients in their service area.

(13) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Common Rule, 45 CFR Part 74, 76 and 92, or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2. Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended and the LIHEAP Manual. The following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this agreement:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance Subpart F.
Drug-Free Workplace.
5. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services (HHS) effectuation of Title VI of the Civil Rights Act of 1964.
6. Part 81 - Practice and procedure for hearings under Part 80 of this title.
7. When the applicant is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

8. Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
9. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance
10. Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
11. Part 93 - New restrictions on lobbying
12. Part 96 - Block Grants.
13. Consolidation of grants to the insular areas

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

The Recipient assures, as stated in Section 508 of Public Law 103-333, that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

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

C. INTEREST FROM CASH ADVANCES

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

NON-PROFITS ONLY:

1. The Recipient receives less than \$120,000 in Federal awards per year.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

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

LOCAL GOVERNMENTS ONLY:

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

D. PROGRAM INCOME

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

E. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original Agreement.

(2) Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon, with the exception of the items listed in (3) below, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(3) The line item budget, as given in Attachment I of this Agreement and reported on the quarterly financial status reports may not be altered without a written budget modification with the exceptions of the items listed below:

(a) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. Each line item must meet all contractual budget requirements. For the purpose of transferring funds, the following are considered budget categories: Administrative Expenses, Outreach Expenses, Direct Client Assistance, and Leveraging Expenses.

(b) Any and all Administrative Expenses and Outreach Expenses may be transferred to any Direct Client Assistance line item without additional written authorization. Each line item must meet all contractual budget requirements.

(c) A letter of explanation and a revised budget summary and workplan page must be provided to the Department for any line item changes prior to the submission of a financial status report in which the changes are implemented. This is not a formal modification, but will provide the Department with advance notice and a description of information concerning your budget revisions.

(d) None of the budget transfers may violate this Agreement or OMB Circulars A-110, Common Rule, A-121 or A-87. Your information will be reviewed by the Department for compliance with these circulars.

(4) All requests for formal modifications must be submitted to the Department for approval in writing at least thirty (30) days prior to the anticipated implementation date. The Recipient must use a LIHEAP modification package, approved by the Department, which includes an amended budget summary and workplan page and amended budget detail page.

(5) Only unobligated funds may be transferred from one line item to another line item.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

F. BONDING

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

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

G. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any subrecipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

H. OTHER PROVISIONS

(1) The Recipient must budget a minimum of twenty-five (25) percent of the total Agreement funds for Home Energy Assistance.

(2) The Recipient must budget a minimum of two (2) percent of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

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

(3) In addition to the audit and record keeping requirements contained in Section (12) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of the Recipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, the Recipient shall cooperate with, and upon written request, participate with the Department in the hearing.

A. As applicable, Recipient's performance under this Agreement shall be subject to the Common Rule, 45 CFR Part 74, 76 and 92 or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

B. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

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

(2) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.

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

C. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.

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

**LIHEAP
ATTACHMENT C
REPORTS**

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

The reports shall be submitted to:

Ms. Hilda Frazier, Manager
Florida Department of Community Affairs
Division of Housing & Community Development
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

**LIHEAP
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT**

- A. All such property purchased under this Agreement shall be inventoried annually and an inventory report shall be submitted to the Department as part of the close-out report.
- B. All property purchased under this Agreement shall be listed on the property records of the Recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- C. Title (Ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the Department upon completion or termination of the Agreement.
- The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.
- D. The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

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

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

C. Nepotism

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

D. LIHEAP Assurances

The Recipient hereby assures and certifies as a condition of receipt of Low Income Home Energy Assistance Program funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, the Recipient assures and certifies that:

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

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

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

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

- (11) The Recipient shall assure that all parts of their service area have toll-free telephone access to the agency during all normal working hours. This may be achieved by use of a published and publicized local outreach office number when the outreach office is open a minimum of 40 hours per week, or toll-free telephone number.

ATTACHMENT F
COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

**LIHEAP
ATTACHMENT G
SPECIAL CONDITIONS**

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

None

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

**LIHEAP
ATTACHMENT H
RECIPIENT INFORMATION**

FEDERAL YEAR: 04 CONTRACT PERIOD: Date of Signing to March 31, 2005

FOR DCA USE ONLY

RECEIVED DATE: _____ REVISIONS RECEIVED: _____

I. **RECIPIENT CATEGORY:** Non-Profit Local Government

II. **COUNTIES TO BE SERVED WITH THESE FUNDS:** Lee

III. **GENERAL ADMINISTRATIVE INFORMATION**

a. Name of Recipient: Lee County Board of County Commissioners
Department of Human Services

b. Name of Executive Director or Chief Administrator: Karen B. Hawes, Director

c. Recipient Fiscal Year: From 10/01/03 to 9/30/04

d. Address:
83 Pondella Road, Suite 1
City: North Fort Myers, FL Zip Code: 33903
Telephone: (239) 652-7916 County: Lee
Fax: (239) 652-7960 E-Mail Address: olivers1@leegov.com

e. Mailing Address (if different from above):

_____, FL Zip Code: _____

f. Chief Elected Official (For local governments) or President/ Chairman of Board
(for corporations):
Name: John Albion
Title: Chairman
Home or business address and telephone number other than Recipient's Mailing
Address:
P. O. Box 398
Fort Myers, FL Zip Code: 33902
Telephone (239) 335-2225

g. Official to Receive State Warrant:
Name: Barbara Hollis
Title: Fiscal Manager
Mailing Address: 83 Pondella Road, Suite 1
North Fort Myers, FL Zip Code: 33903

h. Contact Person:
Name: Susan Oliver
Title: Program Manager
Mailing Address: 83 Pondella Road, Suite 1
North Fort Myers, FL Zip Code: 33903
Telephone: (239) 652-7916 Fax: (239) 652-7960
E-Mail Address: olivers1@leegov.com

i. Person(s) authorized to sign reports: Susan Oliver, Barbara Hollis

IV. **AUDIT DUE DATE**

Agency Fiscal Year: 10/01/03 to 9/30/04

Seven months from end of agency fiscal year: 4/05

**ATTACHMENT I
LIHEAP
BUDGET SUMMARY AND WORKPLAN**

NAME OF RECIPIENT: Lee County board of County Commissioners

I. BUDGET SUMMARY

LIHEAP FUNDS ONLY	BUDGETED AMOUNT
1. LIHEAP FUNDS (No Leveraging Funds)	\$316,554
ADMINISTRATIVE EXPENSES	
2. (Salaries including Fringe, Rent, Utilities, Travel, Other) (Total cannot exceed 7.5% of Line 1)	\$23,581
OUTREACH EXPENSES	
3. (Salaries including Fringe, Rent, Utilities, Travel, Other) (Total cannot exceed of Line 1 minus Line 2 x .15)	\$43,833
DIRECT CLIENT ASSISTANCE	
4. Home Energy Assistance (Must be at least 25% of Line 1)	\$80,000
5. Crisis Assistance	\$162,808
6. Weather Related/Supply Shortage (Must be at least 2% of Line 1)	\$6,332
7. TOTAL DIRECT CLIENT ASSISTANCE (LINES 4+ 5 + 6)	\$249,140
LEVERAGING FUNDS ONLY	
8. Home Energy Assistance	\$444
9. Crisis Assistance	\$0
10. TOTAL LEVERAGING (LINES 8+9)	\$444
11. GRAND TOTAL (Lines 2+3+7+10)	\$316,998

II. DIRECT CLIENT ASSISTANCE PLAN

Type of Assistance	Estimated # of Households to be Served	Estimated Cost Per Household	Estimated Expenditures (Col. 1 x Col. 2)
LIHEAP			
Home Energy	800	\$100	\$80,000
Crisis	930	\$175	\$162,750
Weather Related/Supply Shortage	31	\$200	\$6,200
TOTAL	1761		\$248,950
LEVERAGING			
Home Energy	44	\$100	\$440
Crisis	0		
TOTAL	44		\$440

**LIHEAP
ATTACHMENT J**

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

Line Item Number	EXPENDITURE DETAIL (Round up line items to dollars. Do not use cents and decimals in totals)	LIHEAP FUNDS
ADMINISTRATIVE EXPENSE		
2	Average Salaries (including fringe calculated at 38%)	
	Fiscal Support:	
	8 hours/week for 40 weeks @ \$19.0500 = \$6,096	
	FSS Administrative Support & Secondary Case Review:	
	Counselor/Admin Specialist/Program Manager	
	11 hours/week for 40 weeks @ 25.4080 = \$11,180	
	Clerical and Administrative Support:	
	10.5 hours/week for 40 weeks @ 15.0100 = \$6,305	
	TOTAL	\$23,581
OUTREACH		
3	Average Salaries (including fringe calculated at 38%)	
	Human Services Staff:	
	57 hours/week for 40 weeks @ \$19.2250 = \$43,833	
	TOTAL	43,833
DIRECT CLIENT ASSISTANCE		
4	Home Energy Assistance = \$80,000	
5	Crisis Assistance = \$162,808	
6	Weather Related Assistance = \$6,332	
8	Leveraging Home Energy = \$444	
	TOTAL	249,584
GRAND TOTAL		\$316,998

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

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

COUNTY	ALLOCATION	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY	BASIS FOR DISTRIBUTION/CALCULATION USED TO DETERMINE ALLOCATION
LEE	\$316,998	100 %	
Total Budgeted Direct Client Assistance	\$ 316,998	100 %	

**ATTACHMENT L
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT: Lee County Board of County Commissioners

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months

<input checked="" type="checkbox"/> NO ADVANCE REQUESTED No advance payment is requested. Payment will be made solely on a reimbursement basis. No additional information is required.	<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and
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ADVANCE REQUEST WORKSHEET

If you have requested an advance in any of the last three LIHEAP contracts, complete the following worksheet.

	DESCRIPTION	(A) FFY 2001	(B) FFY 2002	(C) FFY 2003	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED:

X \$ _____ = \$ _____

Cell D3	LIHEAP Award	MAXIMUM ADVANCE
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REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous history of requesting an advance. Complete estimated expense chart below.
- Recipient has exceptional circumstances that require an advance greater than the first three months expenditures of the previous three years. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

BUDGET CATEGORY	2004-2005 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances: