FEDERALLY FUNDED
SUBGRANT UMBRELLA AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
DESOTO COUNTY

CFDA Number(s): 93.568 Agreement Number: E2235

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and DeSoto County ("Subrecipient") and may individually be referred to herein as "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG") and the Low-Income Home Energy Assistance Program ("LIHEAP") at the federal level and distributes block grant funds to the States; and

B. Commerce is the CSBG and LIHEAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency and home energy assistance benefits to eligible households; and

C. The U.S. Department of Energy ("DOE") administers the Weatherization Assistance Program ("WAP") at the federal level and distributes grant funds to states; and

D. Commerce is the WAP recipient, grantee, and pass-through entity for the State of Florida, designated by DOE to receive funds annually for program purposes and is authorized to distribute WAP funds from DOE, along with LIHEAP funds from HHS to subrecipients to provide energy efficiency improvements to eligible households.

E. Subrecipient is eligible to receive LIHEAP grant funds in order to provide the services identified herein.

F. The Parties have engaged in a joint effort to align Subrecipient spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency's Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and

G. This Agreement memorializes the alignment of Subrecipient spending with legislatively appropriated state budget authority and aligns the Agreement Period with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and

H. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

THEREFORE, Commerce and Subrecipient agree to the following:

1. PERIOD OF AGREEMENT

The Effective Date of this Agreement is July 1, 2025. This Agreement ends on June 30, 2026 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period." This Agreement may be renewed annually for up to three years. The option to renew is in Commerce's sole and absolute discretion.

2. SCOPE OF WORK

The Subrecipient shall provide services in support of the LIHEAP programs in accordance with the applicable Attachment(s) included with this Agreement. For each Program award, a Notice of Funding Availability ("NFA") shall be issued which details the direct client services and other activities to be provided.

3. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and Commerce shall be governed by all applicable State and Federal laws, rules and regulations including, but not limited to those identified in this Agreement and NFA.

4. MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing, on Commerce-approved forms, as applicable, and duly signed by the Parties.

5. FUNDING/CONSIDERATION

A. This Agreement is a Cost Reimbursement Agreement. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce. Commerce will provide funds to the Subrecipient by issuing one or more NFAs through Commerce's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA.

The Subrecipient shall comply with all requirements contained within each NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in the NFA most recently issued by Commerce to the Subrecipient. Subrecipient may not be reimbursed any amount that exceeds the lesser of the state authorized budget authority or the "Funds/Available/Release" listed in the NFA most recently issued by Commerce to the Subrecipient. Each NFA and any attachments thereto, including, but not limited to its special terms, conditions, and instructions, is incorporated and adopted into the Agreement by reference.

B. By signing below, the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the LIHEAP program for which the Subrecipient receives funds from Commerce.

C. Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced must be expended within the first three (3) months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance 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 forwarded to Commerce using Attachment C, *Justification of Advance*, which will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

D. 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 Commerce.

E. After any initial advance, payments will be made on a cost-reimbursement basis.

F. Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The maximum cash available for draw is limited to the amount listed in the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon: (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award. The lack of appropriation or availability of funds shall not constitute a default by Commerce or the State. If there is a state or federal funding shortfall, then Subrecipient agrees that Commerce, in its sole and absolute discretion, may reduce the amount of funding that would otherwise be made available under this Agreement. If applicable, reduction in funding will be done by NFA.

G. 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 the 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: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf.

H. Subrecipient shall refund to Commerce any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the Agreement end date.

I. Subrecipient shall refund to Commerce all funds paid in excess of the amount to which Subrecipient, or its contractors are entitled under the terms and conditions of this Agreement.

J. Subrecipient shall maintain all funds provided under this Agreement in a separate bank account or 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. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs.

K. If Commerce, in its sole and absolute discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, polices, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to Commerce. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds. Such repayment shall be in accordance with Paragraph (23), Repayments, of this Agreement.

L. Subrecipient shall adhere to the following operational requirements:

a. Have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday during the hours of 9:00 AM and 5:00 PM, excluding state-observed holidays.
b. Provide 30-day advanced notice of permanent relocation of main or satellite offices.
c. Provide 3-day advanced notice of planned temporary office closures.
d. Provide notice as soon as possible in the event of unplanned or emergency disruption to office operations.
e. Develop, maintain, and annually update a comprehensive Business Continuity and Disaster Recovery Plan that ensures the continuation of essential program operations and services in the event of a disruption, disaster, or other emergency. This plan must include contingencies for operating from an alternative location, data backup procedures, communication protocols, and strategies to minimize service interruptions. Upon request, the Subrecipient shall provide a copy of the plan to Commerce and demonstrate readiness to implement the plan when necessary.

6. FISCAL AND ADMINISTRATIVE CONTROLS

A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.

B. The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG, LIHEAP, and WAP or any other program or project for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

C. Commerce will distribute fiscal and administrative guidance to the Subrecipient, which are incorporated in this Agreement by reference. The Subrecipient will implement and comply with Commerce guidance. The Subrecipient is responsible for understanding and implementing the guidance posted on Commerce's website: https://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations.

D. The Subrecipient will comply with all policies, guidance, plans, or other similar documents produced, approved, or disseminated by Commerce, or any other entity whose funds are made available to the Subrecipient through Commerce. These documents will be provided by Commerce.

7. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305(b)(8).

8. PROGRAM INCOME

Pursuant to 2 C.F.R. §§ 200.307 and 200.1, 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 Commerce at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by Commerce.

9. EMPLOYMENT ELIGIBLITY VERIFICATION

A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge for employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

10. DATA SECURITY, INTEGRITY, AND PRIVACY COMPLIANCE

A. SUBRECIPIENT RESPONSIBILITIES

(1) Applicant Data shall be entered directly into the Commerce-provided Case Management System either via direct applicant submission or by authorized Subrecipient employees submitting this information on behalf of an applicant.

(2) Obtain or verify, as appropriate, all necessary consents and/or authorizations from individuals that are required by the Subrecipient or utility prior to sharing Personally Identifiable Information (PII), including Applicant Data, within Commerce provided system. State-level consent to share information is obtained directly from applicants or their authorized delegates as part of the online application.

(3) Notify Commerce of any changes to an individual's consents and/or authorizations related to the sharing and/or processing of their PII in the event an individual withdraws their consent to the Subrecipient's own agreements or has indicated they no longer consent to the state-level agreements they acknowledged when submitting their application.

(4) Restrict access to any data received from Commerce to employees and other authorized users who have a recognized and verifiable need to know in the performance of their official duties under the purpose of this agreement.

(5) Ensure that all Subrecipient personnel with access to Commerce-provided software, network, or other systems (the "System") complete all necessary security and privacy training prior to accessing the System and as may be required thereafter.

(6) Maintain appropriate technical, administrative, and physical safeguards to prevent, detect, contain, eradicate, recover from, and provide notification to third parties, including Commerce, of suspected or successful security incidents on or related to its network that could compromise the security or privacy of the System or Confidential Information.

(7) Report to Commerce any known or suspected privacy or security violations affecting the System and/or Confidential Information in writing within 24 hours of discovering any data breach, security incident, or any unauthorized access to Personally Identifiable Information (PII) or other sensitive data related to program activities. The notification must include the nature and scope of the breach, the types of data affected, the number of individuals impacted (if known), and the immediate steps taken to contain and investigate the breach. The Subrecipient shall cooperate fully with Commerce in any related investigation or response activities. This requirement aligns with federal standards for safeguarding PII under 2 CFR § 200.303 and OMB Circular A-130.

(8) Notify Commerce when personnel no longer require access to the System and/or Confidential Data for any reason (e.g., termination of employment, extended leave, change in role) such that Commerce may timely remove the user's access to the System and/or Confidential Information in the vendor's control or possession.

B. ASSURANCES

(1) The Subrecipient agrees to exclusively utilize the Enterprise Case Management System provided or designated by Commerce for all program-related case management activities. The Subrecipient shall not connect, integrate, or interface any third-party systems, software, or tools with the case management system, including but not limited to the use of Application Programming Interfaces (APIs), automated data transfers, batch uploads/downloads, or other mechanisms for accessing, transmitting, or storing data from the case management system. All data must be entered and maintained directly within the case management system. Use of alternative platforms for storing or transmitting program or client information is strictly prohibited, in accordance with best practices for data integrity and system security under 2 CFR § 200.313, § 200.336, and § 200.337.

(2) The Subrecipient warrants, represents and agrees that it (including its employees, contractors, and other authorized users) will not use the System in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Commerce ’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Commerce; (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vii) involves navigation or search of the System with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); or (viii) otherwise impairs, overburden, damages, or disables any portion of the System. You further agree that you will not try to reverse engineer, disassemble, decompile, or decipher the System. Commerce reserves the right to remove any entries or other data from the System at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Commerce is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

C. CONFIDENTIALITY OF INFORMATION

(1) Subrecipient shall not use confidential information exchanged under this Agreement for any purpose not specifically authorized by this Agreement. The Parties agree that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.

(2) Subrecipient shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means.

(3) Subrecipient shall ensure: 1) that confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) unless the devices are encrypted; 2) that security policies and protocols which require active

authentication and password credentialing are in place; and 3) that the amount of data stored on such devices is restricted and the length of time data is stored on such devices is limited to the minimum amount of time necessary to carry out the official duties and responsibilities requiring such storage.

(4) Subrecipient shall take precautions to ensure that only authorized employees, contractors, other authorized users or utilities (only to the extent needed to assist with eligibility determination), who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.

(5) Subrecipient shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida law, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, Subrecipient acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision and that they shall be held responsible for ensuring that their employees, contractors and other authorized users comply with the safeguards of 20 CFR § 603.9.

(6) Subrecipient shall destroy all confidential information exchanged under this Agreement in their possession or in their employees', agents', or subcontractors' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). Subrecipient shall destroy any duplicate, copy, or other replication of confidential information received under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.

11. REPORTS

Subrecipient shall provide Commerce with all required reports as set forth in this Agreement and by all accompanying Attachments to this Agreement.

A. If all required reports and copies are not sent to Commerce, or not completed in a manner acceptable to Commerce, Commerce may withhold further payments until such reports are completed or Commerce may take other action, including, but not limited, to those described in Paragraph (16), *Remedies*, of this Agreement. "Acceptable to Commerce," means that the reports were completed, in Commerce's sole determination, in accordance with the Attachments of this Agreement.

B. Subrecipient shall provide additional program updates, reports, and information within the timelines requested by Commerce.

12. 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, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance" and to 45 CFR Part 75. 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. Subpart 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 (5) State fiscal years after all reporting requirements are satisfied and final payments have been received. Subrecipient shall cooperate with Commerce to facilitate the duplication and transfer of such Records upon request of Commerce. The five-year period may also be extended for the following reasons:

(1) 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.
(2) 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.
(3) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents ($5,000.00) or more at the time it is acquired must be retained for five (5) years after final disposition.
(4) Records relating to real property acquired must be retained for five (5) years after the closing on the transfer of title.
(5) Any additional Federal requirements, particularly those identified in Attachment(s) A-2 of this Agreement.

C. Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives included in the NFA 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 Commerce, 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 Commerce 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 Commerce. "Reasonable" means normal business hours of 9:00 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 a single audit in accordance with section 215.97, F.S. or 2 CFR 200.501(b) 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 submitted timely 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 (12)(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 Commerce. Such reimbursement shall be sent to Commerce, by Subrecipient, within 30 calendar days after Commerce 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 (a version of this certification is attached hereto as Exhibit 2, Audit Compliance Certification, of this Agreement) to audit@commerce.fl.gov. 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, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

13. 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. Commerce reserves the right to monitor the Subrecipient to ensure programmatic, legal, financial, and contractual compliance. Monitoring, as determined by Commerce, may include, but are not limited to, on-site visits by Commerce staff or Commerce's authorized representatives, limited scope audits, desk reviews, and other procedures.

C. Subrecipient and its contractors shall comply with the most recent program-specific monitoring protocols or field manuals, which are incorporated herein by reference, provided to Subrecipient and available upon request from Commerce, and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event that Commerce determines that a monitoring or review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by Commerce regarding such monitor or review.

D. Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, monitoring, or hearings deemed necessary by Commerce or its authorized representatives, 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 or the U. S. Department of Health and Human Services, the U.S. Government Accountability Office, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.

E. Subrecipient shall cooperate with Commerce, or its authorized representatives, and the Federal awarding agencies to assist facilitating any monitoring visits conducted by Commerce, or its authorized representatives, or the Federal awarding agencies. Commerce may conduct monitoring visits at its determination and in its sole discretion or as required by the Federal Funding Agency.

14. 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, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, 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, 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 Commerce.

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 Commerce, 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 Commerce. Commerce 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, as Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Commerce or the State of Florida. Commerce shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against Commerce 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, 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, must comply with the reporting and reemployment assistance contribution payment requirements of chapter 443, F.S.

15. DEFAULT

If any of the following events occur ("Events of Default"), Commerce shall have the right to terminate further payment of funds under this Agreement, and Commerce may exercise any of its remedies set forth in Paragraph 16 of this Agreement. However, Commerce 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 Commerce 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 Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. If material adverse changes occur in the financial condition of 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 Commerce;

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

D. If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

16. REMEDIES

If an Event of Default occurs and Commerce provides written notice to Subrecipient, Commerce may exercise any one or more 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. CSBG funding may be terminated in accordance with 45 C.F.R. 96.92 and Office of the Administration for Children & Families CSBG Information Memorandum 116.

C. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

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

E. 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 Commerce for the amount of costs incurred for any items determined to be ineligible; or

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

Pursuing any of the above remedies will not limit any of Commerce's other remedies, either in this Agreement, or provided at law or in equity. If Commerce 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 Commerce or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

17. TERMINATION

A. Commerce may terminate this Agreement for cause with three (3) calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph 15 of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform or spend down funding in a timely manner, failure to cure an Event of Default within 30 calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

B. Commerce may terminate this Agreement for convenience or when it determines, in its sole and absolute discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds or the Subrecipient is at risk of fund reversion, by providing Subrecipient with 30 calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges. For CSBG, Commerce will follow guidelines for termination described in 45 CFR 96 Block Grants, Subpart I--Community Services Block Grants.

C. The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

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

18. NOTICE AND CONTACT

A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to Commerce's Contract Manager as designated by Commerce and delivered by standard mail or electronic mail using the contact information provided below.

B. The name and address of Commerce's Contract Manager for this Agreement is:

Mashonda Gibson, Contract Manager
Florida Department of Commerce
Division of Community Development
Bureau of Economic Self Sufficiency
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: Mashonda.Gibson@commerce.fl.gov
Phone: (850) 717-8479

C. The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment E, *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 (18)(A), above.

19. SUBCONTRACTS

A. Subrecipient shall not subcontract in furtherance of this Agreement prior to receiving Commerce's written confirmation that the proposed contract includes the following requirements:

(1) Subcontractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (12), *Audits and Records*, and Paragraph (22), *Information Release and Public Records Requirements*, of this Agreement;
(2) Subcontractor is bound by all applicable State and Federal laws and regulations;
(3) Subcontractor shall indemnify and hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of or related to the subcontractor's performance of work under this Agreement, to the extent allowed by law; and
(4) Subcontractor shall disclose to Subrecipient and Commerce 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. Subrecipient shall provide a copy of each executed subcontract wherein the scope is related to program services and dollars awarded under this contract.

C. For each contract, Subrecipient shall provide a written statement to Commerce as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

D. Prior to entering into a contract with any subcontractor to be paid from funds from this Agreement, Subrecipient shall submit to Commerce a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment B to this Agreement.

20. BUSINESS WITH PUBLIC ENTITIES

Subrecipient is aware of and understands the provisions of section 287.133(2)(a), F.S., and section 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies the following:

(1) It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.;
(2) It is not engaged in a boycott of Israel;
(3) It is not listed on 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.; and
(4) It is not engaged in business operations in Cuba or Syria.

Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

21. ENTIRETY AND INTEGRATION

This Agreement, the NFA(s), Commerce issued policies and guidance, and any Attachments or Exhibits attached thereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

22. INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

A. Subrecipient shall notify Commerce of the receipt and content of a public records request by sending an e-mail to PRRequest@Commerce.fl.gov within one (1) business day from receipt of such request.

B. Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 Commerce 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 Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-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 Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

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

F. Subrecipient shall notify Commerce 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 Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

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

H. If Subrecipient submits records to Commerce 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 Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce 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 Commerce upon completion, including termination, of the Agreement.

I. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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@Commerce.fl.gov, or by mail to Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

J. Commerce 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 Commerce. Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

23. REPAYMENTS

A. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Florida Department of Commerce" and mailed directly to Commerce at the following address:

Florida Department of Commerce
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 Commerce for collection, Subrecipient shall pay to Commerce a service fee of fifteen dollars and zero cents ($15.00) or five percent (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 Commerce or the State of Florida, Commerce may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that 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 Commerce within 30 days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe.

C. 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 Commerce, 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, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

D. Subrecipient 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 (23), Repayments, of this Agreement.

24. 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, expenditures, 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, and 45 CFR part 75.
(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. Subrecipient must follow the procurement standards in 20 C.F.R. §§ 200.318 – 200.327.
(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. LICENSING AND PERMITING

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

25. MANDATED CONDITIONS AND OTHER LAWS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of Commerce, and within 30 calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of Commerce from all its obligations under this Agreement.

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 (15), *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. The Parties waive any right to attorney's fees or costs.

C. Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

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

E. 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 and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

G. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

H. Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

I. If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income over $500 shall be returned to Commerce as required by 2 C.F.R. 200.305(b)(9).

J. Subrecipient is subject to 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. All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. § 8302, unless it would not be in the public interest or unreasonable in cost.

L. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. 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 kinds. Upon request of Commerce'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. Subrecipient shall retain such records for the longer of:

(a) five (5) years after the expiration of this Agreement; or
(b) the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

M. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State 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 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 shall not be responsible for any costs of investigations that do not result in Subrecipient’s suspension or debarment.

N. Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of 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 as 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. Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient’s name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

P. Sponsorship: As required by section 286.25, F.S., if 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 Commerce.” If the sponsorship reference is in written material, the words “State of Florida, Department of Commerce” must appear in the same size letters or type as the name of the organization.

Q. Mandatory Disclosure Requirements:

(1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. 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 (5%) interest in Subrecipient or its affiliates.
(2) Convicted Vendors: Subrecipient shall disclose to Commerce if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime

is prohibited from doing any of the activities listed in Subparagraph (25)(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.

(a) Pursuant to section 287.135(5), F.S., Commerce 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.
(b) If Commerce determines that Subrecipient has submitted a false certification, Commerce shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subrecipient. If Commerce's determination is upheld, the 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 (3) years after the date of Commerce's determination of false certification by Subrecipient.
(c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Subrecipient 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 Commerce if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

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

R. Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of 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.

26. FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

A. Federal grant funds provided under this Agreement may not be used by any Subrecipient or subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

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

D. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under 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 (26)(B) above and the content of Subparagraph (26)(C) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (26)(B) or fails to file or amend the declaration required by Subparagraph (26)(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.

27. 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 Commerce 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 Commerce. 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 calendar 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. Commerce shall then, under Paragraph B, have the right to all patents and copyrights which accrue during performance of this Agreement.

28. Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

29. LEGAL AUTHORIZATION

A. Subrecipient shall provide a signed letter from its board certifying 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. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

B. Subrecipient shall provide a copy of current Director and Officer insurance policy. Subrecipient shall provide documentation of policy renewal if that occurs within the term of this contract.

C. 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 subcontractor) in a written statement to Commerce's Contract Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

30. 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 subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

C. 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.

31. 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.

32. 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. FLORIDACOMMERCE MEDIA AND BRANDING REQUIREMENTS
The Subrecipient agrees that documents which reference the Florida Department of Commerce or use FloridaCommerce branding—including the name, logo, colors, or style elements—shall adhere to the FloridaCommerce Brand and Style Guide. The Subrecipient is responsible for ensuring all such materials are accurate, appropriately branded, and consistent with the standards set forth in the guide. The Contract Manager reserves the right to request review of any materials if questions or concerns arise regarding compliance with branding requirements.

Subrecipient shall maintain a publicly accessible website that complies with the following requirements throughout the term of this Agreement.

1. Required Content: Subrecipient shall post and maintain, at a minimum, the following information on its website:
   a. A description of the services and programs provided under this Agreement;
   b. Any forms, notices, or documents provided by the Department for public dissemination; and
   c. Any additional content as may be required by the Department.
2. Updates and Modifications: Subrecipient shall update its website as necessary to ensure all posted information remains current and accurate. The Department may, from time to time, direct Subrecipient to add, remove, or modify content on its website. Subrecipient shall make such updates within seven (7) calendar days of receiving such direction.
3. Compliance: The website must comply with all applicable laws and accessibility standards, including but not limited to section 508 of the Rehabilitation Act, as amended, and Title II of the American with Disabilities Act.

33. ATTACHMENTS AND EXHIBITS

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

The following order of precedence applies in the event of any inconsistencies or conflict between the language of this Agreement, the attachments and exhibits, formal guidance issued by Commerce, and the Notice of Fund Availability (NFA):

a. Notice of Fund Availability (NFA)
b. Attachments
c. Agreement
d. Formal Guidance Issued by Commerce

This Agreement has the following attachments and exhibits:

Exhibit 1 – Audit Requirement

Exhibit 1-A – Funding Sources

Exhibit 2 – Audit Compliance Certification

Attachment A-2 – Low-Income Home Energy Assistance Program Scope of Work

Attachment B – Certification Regarding Debarment

Attachment C – Justification of Advance

Attachment D – Property Management and Procurement

Attachment E – Subrecipient Information

Attachment F – Transparency Requirements

Attachment G – Total Compensation for Executive Leadership

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STATE OF FLORIDA

DEPARTMENT OF COMMERCE

FEDERALLY FUNDED SUBGRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement.

SUBRECIPIENT
DESOTO COUNTY

By: JC Deriso II
(Signature)

JC Deriso II chair Desoto BOCC
(Print/Type Name and Title Here)

Date: 7/2/2025

59-6000579
Federal Identification Number

GH9DBEQV5KK3
UEI Number

E2235
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF COMMERCE

By: J. Alex Kelly

J. Alex Kelly, Secretary

Date: 7/10/2025

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

Office of the General Counsel
Florida Department of Commerce

By: David Tropin

Approved Date: 7/2/2025

EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient 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 the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), 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 Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend $1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:
https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

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

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient, the Subrecipient 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. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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, the Subrecipient 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 the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 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 the Subrecipient’s resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

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

   A. Commerce at the following address:

   Electronic copies: Audit@commerce.fl.gov

   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. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 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 Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement 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, or for a period of three (3) years from the date that Commerce closes out the program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, 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 Commerce.

- End of Exhibit 1 -

EXHIBIT 1-A

FUNDING SOURCES

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

Federal Awarding Agency:	U.S. Department of Health and Human Services
Assistance Listing Numbers Title:	Low-Income Home Energy Assistance Program (formula grant)
Assistance Listing Numbers:	93.568

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

Federal Program:

1. Recipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the LIHEAP State Plan applicable at the time the expenditure is incurred.

2. Recipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96.

STATE RESOURCES AWARDED TO THE 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 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

The remainder of this page is intentionally left blank.

EXHIBIT 2

AUDIT COMPLIANCE CERTIFICATION

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@Commerce.fl.gov.

Subrecipient:			
FEIN:		Subrecipient's Fiscal Year:	
Contact's Name:		Contact's Phone:	
Contact's Email:			

1. Did the 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 the Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the 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.

2. Did the 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 the Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

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

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

ATTACHMENT A-2

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES

1. SUBRECIPIENT RESPONSIBILITIES

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

A. COMPLIANCE REQUIREMENTS

(1) Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, NFA(s), policies and guidance issued by Commerce, applicable federal cost principles and regulations, and the current LIHEAP State Plan.

(2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by Commerce.

Deliverable: Direct Client Services

(1) Subrecipient shall provide services in accordance with the LIHEAP State Plan, and section E. and section F. of this Attachment to this Agreement.

(2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.

(3) Subrecipient shall submit, at a minimum, one Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

(1) Failure to successfully complete the above Deliverable, as determined by Commerce in its sole and absolute discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with the Deliverable not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.

(2) FloridaCommerce will require the Subrecipient to verify that the draw down on administrative funds is consistent with the level of work being performed.

(3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by Commerce. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

D. DEFINITIONS

(1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
(2) "Applicant" – A person or persons who has submitted or requested an application for services.
(3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
(4) "Application Receipt" – The date an Applicant first submits an application for assistance.
(5) "Client" – An Applicant, household or customer whose application for assistance has been approved.
(6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient must refer to the current LIHEAP Policies and Procedures Manual for current Crisis Assistance guidelines.

(7) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by subrecipient, with an Eligible Action taken to mediate the crisis within 18 hours of the Application Receipt. Eligible Actions include:

(a) Approval of application and contact with utility vendor, or other action toresolve the crisis, such as providing non-utility services like blankets or fans.

(b) Review of application and indication that applicant needs to provide more information.

(c) Denial of application because applicant is deemed ineligible

(d) Written referral and providing applicant assistance in contacting another local agency if LIHEAP funding is not available, or the applicant is ineligible.

(8) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient may provide at least one (1) Home Energy Assistance benefit per calendar year.

(a) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account. It may be used to pre-pay home energy usage up to the amount the client is eligible to receive. If the vendor cannot accept credits for accounts, Subrecipients are allowed to make multiple payments per approved household until the client's Home Energy benefit award amount is reached.
(b) Must follow the current benefit payment matrix provided by Commerce.

(9) "Home Energy Crisis" – A situation where a household does not have or is in immediate danger of losing home energy for heating or cooling per 42 U.S.C. 8622(6), or there exists an immediate threat to life or health because of any of thefollowing:

(a) The Applicant's home cooling or heating energy source has been cut off;
(b) The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
(c) The Applicant has received a notice indicating the energy source is delinquent or past due;
(d) The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;

(e) The Applicant has a bill for which the due date has lapsed; or
(f) The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.

(10) "Outreach Expenses" – Costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.
(11) "Reasonable Standard of Promptness" – Means within fifteen (15) working business days of Application Receipt.

A complete list of definitions can be found in the LIHEAP Policies and Procedures Manual.

E. PROGRAM TASKS & REQUIREMENTS

(1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in Commerce-issued NFA(s), Commerce-issued policy directives and guidance (if any), and this Agreement.
(2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home energy burden are made aware of the assistance available under this Agreement.
(3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.
(4) Subrecipient shall maintain the following written policies:

(a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
(b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files.
(c) A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of section H of this Attachment.
(d) A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
(e) A written appeals and complaint policy that provides an opportunity for an applicant or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.

(5) Subrecipient shall, within 15 business days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

(a) Name of Applicant;

(b) Date of Application;
(c) Type of benefit sought;
(d) Reason(s) for denial;
(e) Statement on Subrecipient's benefit limits, if applicable;
(f) Statement of appeals process;
(g) Name, phone number, and address applicable to the appeal process; and
(h) Number of days the Applicant has to file the appeal.

(6) Subrecipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and older individuals.
(7) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Program (WAP) agencies in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every three years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP clients who have received more than three (3) heating/cooling (LIHEAP Home Energy Benefit) and/or crisis benefits in the last 18 months and who are homeowners, are referred to the WAP agency. Subrecipient shall maintain records sufficient to document referrals.
(8) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU each program year. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
(9) Subrecipients serving multi-county areas shall provide Commerce with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Subrecipient's Multi-County Fund Distribution Form.
(11) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
(12) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in Paragraph (5), Funding/Consideration, L. of this Agreement.
(13) Subrecipient shall refund to Commerce, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
(14) Subrecipient shall participate in training sessions scheduled by Commerce to cover LIHEAP policies and procedures.
(15) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.

(16) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
(17) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Unique Entity Identifier (UEI) number (www.SAM.gov.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).
(18) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT APPEALS

(1) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal with Subrecipient's Program Supervisor within 10 calendar days of receipt of the written Notice of Denial and Appeal:

(a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within 10 calendar days.
(b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) calendar days of receipt of the first response.
(c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within 10 calendar days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

G. CLIENT SERVICES AND BENEFITS

(1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
(2) The following benefits will be available in the current Policies and Procedures Manual.
(3) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by Commerce. Commerce will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
(4) When the Applicant is in a life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 18 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(5) When the Applicant is in a non-life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 48 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than 45 calendar days from the Application Date.
(7) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same

eligibility period and maintain documentation sufficient to ensure compliance with this requirement.

(8) Applicant eligibility shall be based on the following factors:

(a) Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
(b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.
(c) The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
(d) The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
(e) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment.
(f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:

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

(9) Calculation of income eligibility:

(a) Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
(b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
(c) For Cooling/Heating and Crisis assistance, total household income cannot exceed the greater of an amount equal to 150 percent of Federal Poverty Guidelines (FPG) for the state for households with 9 or more individuals; or an amount equal to 60 percent of the SMI for the state for households with up to 8 individuals
(d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
(e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

H. CLIENT RECORDS

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

(1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
(2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
(3) Social Security Numbers for all household members or the citation to the applicable exemption;
(4) Income amount and method of verification for all household members;

(5) Income documentation to support eligibility;
(6) Signed statement of self-declaration of income, if applicable;
(7) Copies of approval or denial letters, including appeal procedures, provided to the Client;
(8) Documentation of disability according to the policy and procedure manual;
(9) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
(10) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
(11) Data, or notation that the Client did not sign the waiver;
(12) Utility Account Number;
(13) Main heating fuel type such as natural gas, propane, electricity, etc.
(14) If LIHEAP prevented disconnection or restored an energy disruption; and
(15) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff. This includes the electronic signature required by the Commerce-provided Case Management System either via direct applicant submission or by authorized CAA employees submitting this information on behalf of an applicant.

I. ENERGY VENDORS

(1) Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:

(a) The effective date of the Vendor Agreement.
(b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
(c) A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.
(d) Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
(e) Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
(f) A statement that only energy related elements of a utility bill are to be paid. No water, sewage, waste management, equipment, insurance or other non-energy elements may be paid. Exceptions may be made on a case by case basis by Commerce.
(g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
(h) A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
(i) Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process must be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.

(j) Subrecipient's commitment to make payment to the energy vendor no more than 45 calendar days from the approved application date.
(k) A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient within 30-45 calendar days of a refundable activity (account closure, overpayment, etc.) occurring.
(l) A statement that the energy vendor will provide documentation at minimum monthly to the Subrecipient to demonstrate that LIHEAP benefits were applied to the account, the date payment was applied and the amount. Subrecipient must maintain these records.

(2) The energy vendor shall participate in the Annual Performance Measure Data Collection; the Vendor Agreement shall contain:

(a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the energy vendor.
(b) An assurance that the energy vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to Commerce.

(3) At the time of the vendor agreement, and annually thereafter, the energy vendor must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the energy vendor's name must be checked on SAMS at https://www.sam.gov. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
(4) The Vendor Agreement must be reviewed and renewed by both parties at least every three (3) years.
(5) The Vendor Agreement must be signed by upper-level management of both Subrecipient and the energy vendor authorized to enter into such commitments and be provided to electronically to their designated Contract Manager.

2. REPORTS

Subrecipient shall submit the following reports to Commerce as specified below, in addition to any reporting requirements outlined in program and procedure manuals,

A. ANNUAL REPORTS

(1) <u>Most recent IRS Form 990</u>:
(2) <u>LIHEAP Annual Household Report:</u>
(3) <u>LIHEAP Annual Performance Measures Report:</u>
(4) The Subrecipient shall submit an Annual Report using Attachment G, including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State

or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

B. QUARTERLY REPORTS

(1) Low Income Home Energy Assistance Program Quarterly Performance and Management Report
Subrecipient shall submit to Commerce the Low Income Home Energy Assistance Program Quarterly Performance and Management Report no later than the tenth day of each month following the end of the quarter. Subrecipient shall be notified in writing of the due date and submission requirements.

C. MONTHLY REPORTS

(1) Subrecipient shall submit to Commerce at a minimum one (1) LIHEAP Monthly Financial Activity no later than the 21st day of each month following the end of the reporting month in which funds were expended. Commerce will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Monthly Financial Activity. Only with prior approval by Commerce will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in Commerce's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the 21st day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.

(a) Each Monthly Financial Activity shall contain the following information, at a minimum:

(i) An itemized list of all administrative expenditures that occurred during the reporting month,
(ii) An itemized list of all program expenditures that occurred during the reporting month,

(iii) the amount of reimbursement requested, and
(iv) the number of clients served.
(v) All other supporting documentation requested by Commerce

(b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Commerce upon request.
(c) Commerce shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.

(2) Subrecipient shall submit the Monthly Client Services Report inclusive of LIHEAP payments applied to the applicant's utility account via the current online client tracking and reporting system to Commerce no later than the 21st day of each month following the end of the reporting month in which clients were served.

D. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to Commerce for all monitoring report findings or concerns no later than 30 calendar days from the date of the original monitoring report. Commerce shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 30th 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 Commerce's review and approval.

E. COST ALLOCATION PLAN

Per title 45 C.F.R. § 75.302, 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. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan, in accordance with 45 C.F.R. 75.415, to Commerce with this Agreement.

F. INDIRECT COST RATE PROPOSAL

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with Commerce (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to Commerce with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to Commerce to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

G. OTHER REPORTS

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

H. CLOSE-OUT REPORT

The LIHEAP Close-Out Report is due 45 calendar days after termination of the Agreement or 45 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the 45th 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 Commerce that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

I. SUBMISSION

Unless otherwise noted, reports shall be submitted to Florida Department of Commerce's designated Contract Manager as assigned by Commerce and delivered by standard mail or electronic mail using the contact information provided in Paragraph 18 of this Agreement.

J. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Regulations are also applicable under this Agreement:

(1) 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
(2) 45 C.F.R. Part 30 - Claims Collection;
(3) 45 C.F.R. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
(4) 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
(5) 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
(6) 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
(7) 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
(8) 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
(9) 45 C.F.R. Part 93 - New restrictions on lobbying;
(10) 45 C.F.R. Part 95 – General Administration – Grant Programs
(11) 45 C.F.R. Part 96 - Block Grants;
(12) 45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
(13) 2 CFR Part 25 – Universal Identifier and System for Award Management;
(14) 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
(15) 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
(16) 2 C.F.R. Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5;
(17) 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
(18) 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
(19) 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
(20) 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act.

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

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients 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) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. BONDING

(1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a blanket fidelity bond in accordance with this paragraph.

(2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a fidelity bond in accordance with this paragraph.

5. MONITORING

(1) Commerce or its authorized representative shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow Commerce to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.

(2) Commerce shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by Commerce of Subrecipient need.

(3) Commerce 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.

6. OTHER PROVISIONS

(1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.

(3) In addition to the record keeping, public records, and audit requirements contained in 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 Subrecipient.

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

(5) Subrecipient shall maintain records sufficient to allow Commerce to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

7. LIHEAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body on an annual basis, including all assurances contained herein.

B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of Commerce check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of Commerce.

C. Subrecipient understands and agrees that no other federal program funds may be used to support LIHEAP Administration as per 45 CFR Part 96.30. Administrative costs for LIHEAP must be appropriately managed within the confines of LIHEAP-specific funds.

D. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

E. Subrecipient will give Commerce, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.

F. Subrecipient will comply with all of the provisions and practices outlined in Commerce's most current LIHEAP Policy and Procedures Manual and the Weatherization Monitoring Field Manual.

G. Subrecipient 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.

H. Subrecipient will comply with section 2609 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.

I. This Agreement and all its attachments are true and correct.

J. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.

K. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.

L. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors 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.
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: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

- End of Attachment A-2 -

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Prior to issuing subawards or subcontracts 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.

If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

A. The prospective subcontractor 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.
B. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:	SUBRECIPIENT:
________________________________ (Subcontractor Name)	DeSoto County ________________________ (Subrecipient's Name)
________________________________ (Signature of Subcontractor Designee)	E2235________________________________ Commerce Agreement Number
________________________________ Name & Title	
________________________________ (Subcontractor Street Address)	
________________________________ (Subcontractor City, State, Zip)	
________________________________ Date of Signature	

ATTACHMENT C
JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: ______________________________ AGREEMENT: ______________

Any advance payment under this Agreement is subject to section 216.181 (16)(a)(b), F.S., and Paragraph (5) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 2 CFR 200.305 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Check the applicable box below (check only one).

☐ NO ADVANCE REQUESTED

☐ ADVANCE REQUESTED Program: ______________
(*CSBG, LIHEAP, or WAP*)

NO ADVANCE REQUESTED	ADVANCE REQUESTED
No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.	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 equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If an advance is requested, complete the following worksheet by filling in the highlighted cells below.

	DESCRIPTION	(A) Funding from Three Years Ago	(B) Funding from Two Years Ago	(C) Funding from Previous Year	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)				
2	FIRST TWO MONTHS OF GRANT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)				

1 The expenses for the first two months <u>in which expenditures were reported</u> need to be provided for the years you received funding. If you do not have this information, call your Commerce contract manager for assistance.

The Subrecipient may request an amount up to the historical percent of expenditures for the first 2 months of the Agreement OR 17% of the award, whichever is <u>less</u>.

<u>HISTORICAL PERCENT FOR FIRST 2 MONTHS:</u>

______________ x ______________ = ______________
Cell D3 Program Award Historical Advance

<u>17 % CALCULATION:</u>

______________ x 0.17 = ______________
Program Award Percent of Award Maximum Advance

ATTACHMENT D

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. 200.1, 2 C.F.R. part 200, 10 C.F.R. part 600, 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321 as applicable.

1. 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.

2. 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 Commerce, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to Commerce upon Commerce's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, any equipment reports required by this Agreement.

3. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in Commerce upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in Commerce by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient co-mingles 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.

4. 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 CSBG, LIHEAP, and/or WAP program. 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.

5. 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.

-End of Attachment D-

ATTACHMENT E
SUBRECIPIENT INFORMATION

I. SUBRECIPIENT: ______________________ **AGREEMENT #:** ____________

II. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☐ Local Government

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: ____________ ____________ ____________

____________ ____________ ____________ ____________ ____________

____________ ____________ ____________ ____________ ____________

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Executive Director or Chief Administrator: ______________________

Address: ____________ City: ____________ ,FL Zip: ____________

Telephone: ____________ Fax: ____________

Cell: ____________ Email: ____________

Mailing address if different from above

Mailing Address: ____________ City: ____________ ,FL Zip: ____________

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:

Name: ____________ Title: ____________

Address*: ____________ City: ____________ ,FL Zip: ____________

Telephone: ____________ Fax: ____________ Email: ____________

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:

Name: ____________ Title: ____________

Address*: ____________ City: ____________ ,FL Zip: ____________

Telephone: ____________ Fax: ____________ Email: ____________

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:

Name: ____________ Title: ____________

Address: ____________ City: ____________ ,FL Zip: ____________

e. Subrecipient Contacts:

1. Program: Name: ____________ Title: ____________

   Address: ____________ City: ____________ ,FL Zip: ____________

   Telephone: ____________ Fax: ____________

   Cell: ____________ Email: ____________

2. Fiscal: Name: ____________ Title: ____________

   Address: ____________ City: ____________ ,FL Zip: ____________

   Telephone: ____________ Fax: ____________

   Cell: ____________ Email: ____________

f. Person(s) authorized to sign reports:

Name: ____________ Title: ____________

Name: ____________ Title: ____________

Name: ____________________ Title: ____________________

g. FEID Number: ____________________ **h. UEI Number:**

i Hours of Operation: ____________________ ____________________

(Days) (Hours)

V. SUBRECIPIENT FISCAL YEAR: ____________ thru ____________ **(e.g. Oct 1 thru Sep 30)**

ATTACHMENT F
TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The following information must be submitted to Commerce's Contract Manager:

   A. An Organizational Chart
   B. Notice of all meetings at least seven (7) business days before the meeting is to occur. Notice of special meetings must be posted at least 72 hours before the meeting is to occur.
   C. Employee positions and salary information for each position (including any benefits and performance bonuses).
   D. Attachment G, Total Compensation for Executive Leadership Annual Report, which shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change. Subrecipient is allowed to submit one report for their entity.
   E. A plain language version of any contract that is estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
   F. A list of all Board members, if applicable, and the company or entity that the Board member is employed by or owns, and their terms of service.
   G. Interlocal agreement(s), as applicable
   H. Single Audit for the last two (2) years.
   I. Board meeting and Executive Committee meeting minutes within 15 business of approval.
   J. All active agreements with another entity that delegates partial or complete responsibility for any duties the Subrecipient is expected, required, or mandated to perform under this Agreement, even if the cost is not expected to exceed $35,000.
   K. All reports that the Subrecipient must generate pursuant to Federal and Florida law.
3. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
4. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml or via fax at 1-

800-914-0004.

5. Consistent with 2 CFR 200.113, the Subrecipient must, within one (1) business day of discovery, disclose any violation of federal criminal law involving fraud, waste, abuse, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
6. For all funds provided by Commerce, 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, the Subrecipient shall clearly state: (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
7. In compliance with section 286.25, F.S., the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same size letters or type as the name of the entity.
8. The Subrecipient shall maintain a purchasing procedure in accordance with sections 420.507(20) and 420.507(27), F.S. The Subrecipient's purchasing procedure must, at minimum:

   A. Ensure that all purchasing decisions are conducted in a transparent manner;
   B. Foster competition to ensure that the Subrecipient receives the best value possible;
   C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
   D. Require that an intent to award a competitive contract be published on the Subrecipient's website at least three (3) business days prior to execution; and
   E. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.

9. The Subrecipient shall maintain an employee ethics code modeled after the provisions of chapter 112, F.S., which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.

10. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, F.S.

-End of Attachment F-

ATTACHMENT G
TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
(Executive Order 20-44)

Subrecipient:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						

Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

-End of Attachment G-