

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

CFDA Number(s): 93.568

Agreement Number: E2235

On **July 10, 2025**, the State of Florida Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and DeSoto County ("Subrecipient") entered into an agreement awarding the Subrecipient Agreement Number E2235 (the "Umbrella Agreement"). Commerce and Subrecipient may individually be referred to herein as "Party" or collectively as the "Parties."

Recitals

WHEREAS, Section 4 of the Umbrella Agreement provides that any modification to the Agreement must be in writing, on Commerce-approved forms, as applicable, and duly signed by the Parties to be enforceable; and

WHEREAS, the Parties wish to modify the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **ATTACHMENT A-2, LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM SCOPE OF WORK AND FUNDING SOURCES** of the Agreement, is hereby deleted in its entirety and replaced with the attached Attachment A-2, Low-Income Home Energy Assistance Program Scope Of Work And Funding Sources.
2. The governing laws and dispute resolutions of the Umbrella Agreement are hereby incorporated by reference as if fully restated herein.
3. All other terms and conditions of the Umbrella Agreement remain in full force and effect.

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IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Umbrella Agreement E2235 as amended. This Amendment is effective **October 1, 2025**.

SUBRECIPIENT
DeSoto County

By: _____

JC Deriso II
Chair Desoto BOCC

Date: _____

59-6000579
Federal Identification Number

GH9DBEQV5KK3
UEI Number

E2235
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF COMMERCE

By: _____

J. Alex Kelly
Secretary

Date: _____

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: _____

Approved Date: _____

ATTACHMENT A-2

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

1. SUBRECIPIENT RESPONSIBILITIES

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

A. COMPLIANCE REQUIREMENTS

- (1) Subrecipient shall use the LIHEAP funds to oversee the application process, manage cases for applicants and clients, and conduct outreach to provide energy assistance benefits to eligible low-income households. These funds will be spent 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 (A-2 LIHEAP), for successful completion of the Deliverables, as solely determined by Commerce. Administrative and Outreach funds should be spent throughout the entire contract period.

- (1) Commerce shall make funding available to subrecipients by Notice of Funds Available ("NFA"), at its sole discretion, through the methodology for the funding amounts to each subrecipient. The NFA will provide the allocated amount to each subrecipient for (1) administrative cost, and (2) outreach cost.
- (2) Administrative costs will be provided to subrecipients in the amount equal to Eight and a half percent (8.5%) of the total direct client assistance allocation.
- (3) Outreach cost will be provided to subrecipients in the amount equal to fifteen percent (15%) of the total direct client assistance allocation.
- (4) Direct Client Assistance funding allocations by county will be available to each subrecipient and detailed in the notification of funding.
 - a. Direct Client Assistance funding will be administered by a third-party vendor on behalf of the subrecipient.

Deliverables:

- (1) The Subrecipient will conduct outreach efforts to inform and engage eligible households in their service area about the LIHEAP program. These efforts will aim to increase awareness and participation through community partnerships, focusing on households with vulnerable populations.
- (2) The Subrecipient will manage the LIHEAP program by maintaining accurate records, processing applications promptly, adhering to federal and state regulations, and providing timely reports to FloridaCommerce. This includes following procedures that protect client confidentiality and responsibly managing funds within approved limits.

- (3) The Subrecipient will provide eligible households with direct assistance by:
- Facilitating the application process for LIHEAP benefits within the FloridaCommerce Case Management System ;
 - Ensuring timely resolution of energy crises, utilizing the Commerce-provided Case Management System;
 - Validate and pledge the approved award amounts for each client in the Utility company portal, and
 - Ensuring thorough and timely service delivery.

All services outlined in the deliverables will be provided in accordance with the LIHEAP State Plan and LIHEAP Policy and Procedures manual, and Section E of this Attachment (A2-LIHEAP) to this agreement. Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to demonstrate that such costs are allowable, reasonable, allocable, and necessary to serve eligible clients.

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

Deliverable 1: Outreach	
Tasks	Minimum Level of Service
Create and distribute educational and promotional materials using various outlets. Make visits to homebound individuals where necessary	Provide outreach and educational materials to all community and utility partners. Materials to be available on the agency website. Provide a policy to FloridaCommerce on serving homebound individuals.
Organize and host community events trainings, or workshops to provide education on energy savings and LIHEAP benefits	Participate in at least 3 community events organized by the agency or other community partner. Achieve a 60% attendance rate at outreach events based on projected turnout of LIHEAP eligible participants Maintain detailed records of training sessions including attendance sheets, agendas, materials, and meeting minutes.
Build partnerships with local organizations and stakeholders to expand outreach	Develop and maintain partnerships with other social service agencies and nonprofit organizations to expand resource networks and improve client outcomes. Conduct quarterly evaluations of outreach effectiveness and implement improvements as needed.
Deliverable 2: Administration	
Maintain confidentiality	Maintain zero tolerance for breaches of confidentiality
Review and update training materials to align with state policies, the State Plan and federal and state regulations	Conduct a comprehensive review of all training materials at least annually.

	Submit updated training materials to FloridaCommerce within 15 business days of revision following annual comprehensive review of training materials.
Schedule regular training sessions for staff on LIHEAP policies and procedures	Ensure all staff are fully trained within the first 30 days of employment. Schedule routine training throughout the year for all staff.
Prepare and submit required reports to FloridaCommerce (see Section 2 of this Attachment)	Maintain a reporting submission accuracy of at least 99% to ensure subrecipients are remitting reports as required by the contract.
Deliverable 3: Direct Client Assistance	
Provide personalized assistance to applicants, including guidance on required documents and how to use the Commerce-provided system.	Ensure availability to applicants during business hours, with staff trained in LIHEAP guidelines, federal requirements, and state-specific procedures Provide applicants clear guidance on required documents for eligibility verification Offer step-by-step instructions on using the Commerce-provided case management system, with emphasis on electronic application submission where possible. Establish multiple contact channels (e.g., phone, email, virtual meetings) for applicants to reach support staff, maintaining a response time of no more than 48 hours for energy crisis inquiries.
Review and process applications, determine eligibility, and manage cases in the Commerce-provided case management system.	Process all received applications within 15 calendar days, but no more than 30, calendar days of receipt, ensuring all necessary eligibility criteria are reviewed and documented in the Commerce-provided system. Conduct thorough eligibility checks based on federally approved poverty guidelines and documented household energy burden, ensuring compliance with all LIHEAP statutes. Use the Commerce-provided system to accurately manage case files, track application status, and record decisions. Ensure cases are updated regularly and meet federal documentation standards. Perform regular audits and checks within the system to ensure data integrity and compliance with federal and state records retention policies.
Assist applicants and clients in finding additional resources	Maintain an updated directory of local and federal resources, including housing assistance, food programs, and educational services, available to applicants and clients. Provide additional resource information on the agency website.

	Provide proactive referrals to relevant community services that can address additional needs beyond energy assistance, including services for elderly, disabled, and young children. All referrals to be documented in the Commerce provided case management system.
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C. FINANCIAL CONSEQUENCES

- (1) Failure to successfully complete the above Deliverables, as determined by Commerce in its sole discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with Deliverables not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of Deliverables.
- (2) Commerce will require the Subrecipient to verify that the draw down on administrative and outreach 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-In-Direct” – General & Administrative (G&A) expenses, are the costs incurred for overall management and support functions. These costs are essential for day-to-day operations but are not directly attributable to delivering a specific program or service. They represent the cost of running the business itself. Such as, Personnel: salaries, wages, and benefits; Facilities: rent, utilities, and insurance; Professional Services: fees for legal, accounting, and auditing services.
- (2) “Administrative Expense-Direct” - General & Administrative (G&A) Costs that are incurred for and can be traced exclusively to a specific project, service, product, or activity. These costs would not have been incurred if the specific project or activity had not been undertaken.
- (3) “Applicant” – A person or persons who has submitted or requested an application for services.
- (4) “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.
- (5) “Application Receipt” – The date an Applicant first submits an application for assistance.
- (6) “Client” – An Applicant, household or customer whose application for assistance has been approved.
- (7) “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.
- (8) “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. Review of application and indicate if applicant needs to provide additional information.
 - b. Denial of application because applicant is deemed ineligible
 - c. Written referral and providing applicant assistance in contacting another local agency if LIHEAP

funding is not available, or the applicant is ineligible.

- (9) "Highest home energy needs" - The home energy requirements of a household are determined by considering both the energy burden of such household and the specific situation of that household, which results from having members of vulnerable populations, including very young children, individuals with disabilities, and frail older individuals.
- (10) "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.
- (11) "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 the following:
 - a. The Applicant's home cooling or heating energy source has been cut off;
 - b. The Applicant has been notified that the energy source for cooling or heating is going to be turned 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 issues with home cooling or heating, such as needing to pay a deposit, requiring repairs or the purchase of heating or cooling equipment, or needing temporary emergency measures to prevent further crises.
- (12) "Outreach Expenses" – Shall mean the costs incurred for the express purpose of identifying, informing, and assisting potential program beneficiaries. These expenses are directly associated with activities designed to connect the target population with program services, including application intake and initial processing.
- (13) "Reasonable Standard of Promptness" – Means within fifteen (15) 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, and this Agreement.
- (2) Subrecipient shall conduct outreach activities to ensure that eligible households, especially those with elderly or disabled individuals, young children, and the highest home energy burden need, are made aware of the assistance available under this Agreement.

- (3) Subrecipient shall help each Applicant find assistance through other community resources when LIHEAP funds are unavailable or insufficient to meet the emergency home energy needs of 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 protect Applicants' social security numbers and secure their identity. This policy must, at a minimum, address the handling of both paper and electronic records and files.
 - c. 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 and ensure crisis benefits are available year-round.
 - d. Maintain Commerce defined 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 pledge payment amount to energy vendors on behalf of eligible and approved applicants.
- (7) 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 a Memorandum of Understanding (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) Commerce shall allocate direct client assistance funds on a per-county basis for Subrecipients serving multi-county areas. The Subrecipient will be notified of the specific amounts allocated to each county via the Notice of Fund Available (NFA). The Subrecipient is required to ensure expenditures comply with this official allocation determined by Commerce.

- (10) 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."*
- (11) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in Subparagraph (5)L., *Funding/Consideration*, of this Agreement.
- (12) Subrecipient shall refund to Commerce, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
- (13) Subrecipient shall participate in training sessions scheduled by Commerce to cover LIHEAP policies and procedures.
- (14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (15) 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.
- (16) 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).
- (17) 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

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) 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.

- (3) 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.
- (4) 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.
- (5) For all approved applications, the Subrecipient shall record pledge payments to utilities companies on behalf of approved Applicants within 24 hours from the Application Approval Date.
- (6) 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.
- (7) 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 or upload all required information and verification to Subrecipient or subcontractor.
 - c. The Applicant must provide an entire utility, or fuel, statement 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 (A-2 LIHEAP).
 - 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:
 - i. 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.
 - ii. The Applicant must not be a student living in a dormitory.
- (8) 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 An electronic 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) An electronically 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 Subrecipient employee submitting this information on behalf of an applicant.

I. ENERGY VENDORS

The Subrecipient shall be responsible for negotiating and maintaining written agreements with all energy vendors ("Vendor Agreements"). At a minimum, each Vendor Agreement must specify its effective date and identify the key contact personnel for both the Subrecipient and the energy vendor who are authorized to resolve crisis situations and make payment commitments on behalf of a client.

The Vendor Agreement shall describe how the Subrecipient will pledge energy payments to the vendor and explicitly state that LIHEAP funds may only be used for the energy-related elements of a utility bill, with any exceptions requiring prior approval from Commerce. The agreement must prohibit the use of funds for charges resulting from a client's illegal activities, such as meter tampering, and affirm that the Client is responsible for such charges and any account balance not covered by the LIHEAP benefit. The Vendor Agreement must contain critical operational and protective assurances. The energy vendor must provide written assurance that no household receiving LIHEAP assistance will be treated adversely or be subject to discrimination in the cost of goods or services. The agreement must establish a clear process for the vendor to assist in verifying client account information and to make timely commitments to resolve energy crises. The vendor must also agree to provide monthly documentation to the

Subrecipient confirming the date and amount of all LIHEAP benefits applied to client accounts, which the Subrecipient shall maintain for its records.

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) Most recent IRS Form 990;
- (2) LIHEAP Annual Household Report;
- (3) LIHEAP Annual Performance Measures Report;
- (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.

1. QUARTERLY REPORTS

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.

2. 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 and outreach expenditures incurred during the reporting month,
- II. Dollar amount of administrative and outreach expenditure reimbursement requested,
- III. Total number of clients served,

- IV. Total amount of LIHEAP approved award amounts, and
 - V. All supporting documentation requested by Commerce.
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- b. An authorized signatory shall sign, date, and attest to the accuracy of each Monthly Financial Activity. Submission of a signed and completed Monthly Financial Activity by the Subrecipient constitutes their acknowledgement and certification that all expenditures listed 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 the Subrecipient, which is readily available to Commerce upon request.
 - c. Commerce shall review each Monthly Financial Activity for compliance with the requirements outlined in this Attachment (A-2 LIHEAP) of this Agreement.
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- (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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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), Notice and Contract, of this Agreement.

9. PROGRAM STATUTES AND REGULATIONS

INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

A. 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:

- a. 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
- b. 45 C.F.R. Part 30 - Claims Collection;
- c. 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;
- d. 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;

- e. 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- f. 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- g. 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
- h. 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
- i. 45 C.F.R. Part 93 - New restrictions on lobbying;
- j. 45 C.F.R. Part 95 – General Administration – Grant Programs;
- k. 45 C.F.R. Part 96 - Block Grants;
- l. 45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
- m. 2 CFR Part 25 – Universal Identifier and System for Award Management;
- n. 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
- o. 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
- p. 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;
- q. 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
- r. 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
- s. 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
- t. 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:

- a. the percentage of the total costs of the program or project which will be financed with Federal money,
- b. the dollar amount of Federal funds for the project or program, and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3. 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.

4. MONITORING

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.

- a. 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.
- b. 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.

5. OTHER PROVISIONS

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.

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.

Subrecipient shall maintain records sufficient to allow Commerce to determine compliance with the requirements and objectives of this Attachment (A-2 LIHEAP) and all other applicable laws and regulations.

6. 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 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 Policy and Procedures, and Field Manuals.
- 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.
- M. 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 -