

**MODIFICATION NUMBER ONE OF AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
BROWARD COUNTY, FLORIDA**

On August 23, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and Broward County ("Subrecipient"), Florida, entered into Subgrant Agreement E1993 ("Agreement"). DEO and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**WHEREAS**, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein.

**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. Section A., is hereby deleted in its entirety and replaced with the following:

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

2. Section B., is hereby deleted in its entirety and replaced with the following:

**B.** DEO is the CSBG, LIHEAP, and LIHWAP 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, home energy, and water assistance benefits to eligible households; and

3. Section E., is hereby deleted in its entirety and replaced with the following:

**E.** Subrecipient is eligible to receive CSBG, LIHEAP, and LIHWAP grant funds in order to provide the services identified herein

4. Section 2., **SCOPE OF WORK**, first sentence, is hereby deleted in its entirety and replaced with the following:

"The Subrecipient shall provide services in support of the CSBG, LIHEAP, and LIHWAP Programs in accordance with the applicable Attachment(s) included with this Agreement."

5. Section 5.B., **FUNDING/CONSIDERATION**, is hereby deleted in its entirety and replaced with the following:

**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 CSBG, LIHEAP, and LIHWAP programs for which the Subrecipient receives funds from DEO.

6. Section 6.B., **FISCAL AND ADMINISTRATIVE CONTROLS**, is hereby deleted in its entirety and replaced with the following:

**B.** The Subrecipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG, LIHEAP, and LIHWAP programs or projects for which the Subrecipient receives funds from DEO. 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. DEO may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

7. Section 19., **INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS**, is hereby amended to add the following:

**L. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

- (1) Each party may have access to confidential information made available by the other. Subrecipient shall comply with the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable State and federal laws governing the disclosure of any confidential information received by the State of Florida. Subrecipient must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.
- (2) Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Subrecipient shall not divulge to third parties any confidential information obtained by Subrecipient or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Subrecipient's work.
- (3) Subrecipient agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient or his responsible parent or guardian when authorized by law, if applicable.
- (4) If Subrecipient has access to confidential information in order to fulfill Subrecipient's obligations under this Agreement, Subrecipient agrees to abide by all applicable DEO Information Technology Security procedures and policies. Subrecipient (including its employees, subcontractors, agents, or any other individuals to whom Subrecipient exposes confidential information obtained under this Subrecipient), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.
- (5) Subrecipient shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Subrecipient, its employees, agents, or representatives which is not in compliance with the terms of the Agreement (of which it becomes aware). Subrecipient also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Subrecipient by its employees, subcontractors, representatives, or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Subrecipient's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Subrecipient shall make a report to DEO not more than seven (7) business days after Subrecipient learns of such use or disclosure. Subrecipient's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has

done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Subrecipient has taken or shall take to prevent future similar unauthorized use or disclosure. Subrecipient shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Subrecipient's sole expense.

(6) In the event of a breach of security concerning confidential personal information involved with this Agreement, Subrecipient shall comply with the provisions of section 501.171, Florida Statutes. When notification to affected persons is required under this section of the statute, Subrecipient shall provide that notification, at Subrecipient's sole expense, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient's obligations under this Agreement or is not subject to further unauthorized use.

8. Section 22., **MANDATED CONDITIONS AND OTHER LAWS**, is hereby amended to add the following:

S. 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.

9. Section 29.C., **ATTACHMENTS AND EXHIBITS**, is hereby amended to add the following attachment:

"Attachment A-3 – Low Income Household Water Assistance Program Scope of Work"

10. Exhibit 1-A, **Funding Sources**, is hereby deleted in its entirety and replaced by the revised Exhibit 1-A, which is attached hereto and incorporated herein by reference.

11. Attachment A-3, **Low Income Household Water Assistance Program Scope of Work**, is hereby added to this Agreement, which is attached hereto and incorporated herein by reference.

12. Attachment F, **Transparency Requirements**, is hereby deleted in its entirety and replaced by the revised Attachment F, which is attached hereto and incorporated herein by reference.

13. All other terms and conditions of the Agreement remain in full force and effect.

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

**IN WITNESS THEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **E1993** as amended. This Amendment is effective on the date the last Party signs this Amendment.

**SUBRECIPIENT  
BROWARD COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print/Type Name and Title Here)

Dane Eagle, Secretary  
Department of Economic Opportunity

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

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

59-6000531  
Federal Identification Number

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

P62KF2SJJ237  
UEI Number

Office of the General Counsel  
Department of Economic Opportunity

E1993  
Agreement Number

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

Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney

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

By: Karen S. Gordon 5/9/22  
Karen S. Gordon  
Senior Assistant County Attorney

**ATTACHMENT A-3  
LOW-INCOME HOUSEHOLD WATER 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 LIHWAP funds to provide water 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 current LIHWAP 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 DEO.

Deliverable: Direct Client Services and Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one household per month and shall 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 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (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 each month submit a Monthly Financial Activity as described in this Attachment.

**C. FINANCIAL CONSEQUENCES**

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. 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 water and/or wastewater services. Subrecipient may provide up to two (2) Crisis Assistance benefits per year.
- (a) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile arrearages and restore water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a twelve (12) month period.
  - (b) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile any fines or fees that would disrupt reconnection to water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a twelve (12) month period.
- (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 eighteen (18) hours of Application Receipt. Eligible Actions include:
- (a) Approval of application;
  - (b) Denial of application pending further information;
  - (c) Denial of application because Applicant is deemed ineligible;
  - (d) Contact utility vendor to halt water and/or wastewater disconnection or interruption in services; or
  - (e) Written referral to, along with providing Applicant assistance in contacting, another agency if LIHWAP funding is not available or the Applicant is ineligible.
- (8) "Home Water Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home water burden. Subrecipient must provide at least one (1) Home Water Assistance benefit per calendar year.
- (a) A Client may not receive more than one (1) Home Water Assistance benefit per calendar year.
  - (b) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account.
  - (c) May be used to pre-pay home water and/or wastewater services up to the amount the Client is eligible to receive.
  - (d) Must follow the current benefit payment matrix provided by DEO.
- (9) "Household Water Crisis" – shall be defined as having no access or being in immediate danger of losing access to needed household water and/or wastewater services because of any of the following:
- (a) The Applicant's household water source and or wastewater services have been cut off;
  - (b) The Applicant has been notified that the household water source and or wastewater services is going to be cut off or disconnected;
  - (c) The Applicant has received a notice indicating their home water and/or wastewater utility is delinquent or past due;
  - (d) The Applicant is unable to get delivery of water, does not have access to water, or is in danger of losing access to water and/or wastewater services;
  - (e) The Applicant has a bill for which the due date has lapsed; or
  - (f) The Applicant has other problems with access to clean drinking water and/or wastewater services to their home, such as needing to pay a deposit or needing interim emergency measures to avoid further crisis.
- (10) "Outreach Expenses" – costs incurred in delivering LIHWAP 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 Promptness" – Means within fifteen (15) working days of Application Receipt.

**E. PROGRAM TASKS & REQUIREMENTS**

- (1) Subrecipient will administer the LIHWAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), applicable federal law, and this Agreement.
- (2) Subrecipient shall develop an outreach plan and conduct and document outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home water burden are made aware of the assistance available under this Agreement. The outreach plan must be submitted to DEO within sixty (60) days of funding award.
- (3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHWAP funds are not available or are insufficient to meet the emergency home water and/or wastewater 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. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
  - (c) A written policy to assure that all water and/or wastewater vendors to which water assistance payments are made comply with the requirements of section H of this Attachment.
  - (d) A written policy on how to document and verify that an Applicant meets the definition of a Home Water Crisis and is eligible for Crisis Assistance.
  - (e) A written policy to ensure that LIHWAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
  - (f) A written policy for determining Applicant's eligibility for receiving benefits under the LIHWAP program.
  - (g) A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants 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 fifteen (15) working 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 benefits sought;
  - (d) Reason(s) for denial;
  - (e) Statement on Subrecipient's benefit limits, if applicable;
  - (f) Statement of appeals process;
  - (g) Explanation of the circumstances under which the Applicant may reapply;
  - (h) Explanation of the information or documentation needed for the Applicant to reapply;
  - (i) Name, phone number, and address applicable to the appeal process; and
  - (j) Number of days the Applicant has to file the appeal.
- (6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client

to file a written appeal or complaint with Subrecipient's Program Supervisor within 10 working 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 working 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) working 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 working 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.
- (7) Subrecipient shall make payments to water and/or wastewater vendors on behalf of eligible Applicants with the "highest home water needs and lowest household income," which will be determined by taking into account both the water burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
  - (8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Community Service Block Grants (CSBG) 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 five (5) years. Subrecipient, in coordination with the local CSBG agency, shall develop a system by which LIHWAP Clients who have received more than three (3) LIHWAP benefits in the last eighteen (18) months and who are homeowners, are referred to the CSBG provider. Subrecipient shall maintain records sufficient to document referrals.
  - (9) Subrecipient shall enter into an MOU with service area providers for the Emergency Home Water Assistance for the Elderly Program (EHWAP). 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 at least every two (2) years. The MOU will detail how LIHWAP and EHWAP 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.
  - (10) Subrecipients serving multi-county areas shall provide DEO 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 agree to treat owners and renters equitably under the Agreement.
  - (12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHWAP 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 LIHWAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
  - (13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in section B. (1) of this Attachment.
  - (14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
  - (15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHWAP policies and procedures.
  - (16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
  - (17) 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.



- (18) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes and maintaining an active and current profile in the System for Award Management (SAM) (<http://www.sam.gov/SAM/>) .
- (19) 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 SERVICES AND BENEFITS**

- (1) Subrecipient shall provide LIHWAP Household Water Assistance benefits based on the state provided LIHWAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines and the State Median Income (SMI).
- (2) The following maximum benefits will be available to eligible Applicants:
  - (a) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling past due arrearages and restoring water and/or wastewater services per twelve (12) month period;
  - (b) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling any fees or fines that would disrupt reconnection to water and/or wastewater services per twelve (12) month period; and
  - (c) One (1) non-Crisis Home Water Assistance benefit may be used to pre-pay for home water and/or wastewater service usage up to the maximum allowable benefit specified in the LIHWAP manual per twelve (12) month period.
- (3) Based on local need for LIHWAP services and other non-LIHWAP water assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in section F.(2) of this Attachment, but not less than one (1) Crisis Assistance benefit per year.
- (4) 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 DEO. DEO will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
- (5) When the Applicant is in a crisis situation the Subrecipient shall take one or more Eligible Actions that will resolve the emergency, within eighteen (18) hours of Application Receipt for a life threatening situation or 48 hours of Application Receipt for a non-life threatening situation, using a Crisis Assistance benefit and documenting 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 forty-five (45) calendar days from the Application Date.
- (7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
  - (a) Type and amount of assistance;
  - (b) Name of the water vendor to be paid on the Client's behalf;
  - (c) The next date when the Client will be eligible to apply for further assistance; and
  - (d) Subrecipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Subrecipient shall compare LIHWAP records and EHWAP 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.
- (9) Applicant eligibility shall be based on the following factors:
  - (a) Subrecipient may only assist Applicants who are, or were, residing in its LIHWAP service area at the time the home water 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 bill verifying an obligation to pay home water and/or wastewater 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 Household Water 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:
  - (i) Subrecipient shall not provide assistance to an Applicant if Applicant's home water and/or wastewater costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
  - (ii) For Crisis Assistance Only: If the Applicant receives an water and/or wastewater service subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHWAP crisis benefit calculated for the household.
  - (iii) For Home Water Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Water Assistance benefit with no deductions at the same level as other Applicants.
- (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.

(10) 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) Total household income cannot exceed the 150% poverty level as set forth in the Federal Poverty Guidelines (FPG) or 60% of the State Median Income (SMI), whichever is higher.
- (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.

**G. CLIENT RECORDS**

Subrecipient shall maintain information in a file for each LIHWAP 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 and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Signed Notice Regarding Collection of Social Security Numbers;
- (5) Income amount and method of verification for all household members;
- (6) Income documentation to support eligibility;

- (7) Signed statement of self-declaration of income, if applicable;
- (8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (9) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
- (11) Documentation of Client's obligation to pay the water bill for the residence in which Client resides;
- (12) Signed Authorization for Release of General and/or Confidential Information for LIHWAP Data, or notation that the Client did not sign the waiver;
- (13) Utility Account Number;
- (14) If LIHWAP prevented disconnection or restored a water disruption and/or wastewater service; and
- (15) A signed LIHWAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

#### H. WATER and WASTEWATER VENDORS

- (1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the water vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with water vendors which must at a minimum include:
  - (a) The beginning and ending 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 water payments directly to the water vendor on behalf of LIHWAP Clients.
  - (d) Assurances from the water vendor that no household receiving LIHWAP assistance will be treated adversely by the water vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
  - (e) Assurances from the water 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 water related elements of a utility bill are to be paid. No electric charges may be paid except if required by the water vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.
  - (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 water vendor is aware that those charges are the responsibility of the Client.
  - (h) A statement that the water 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 water vendor will assist Subrecipient in verifying the LIHWAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should 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 water vendor no more than 45 calendar days from the Application Date.
  - (k) A statement that the water vendor is aware that if LIHWAP payments made to the water vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.
- (2) If the water vendor will participate in the Annual Performance Measure Data Collection, the Vendor Agreement shall also contain:

- (a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHWAP 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 water vendor.
  - (b) An assurance that the water vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHWAP Data are collected and available, the water vendor will provide the requested customer data to DEO.
- (3) The water vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the water 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 by both parties at least every two (2) years.
  - (5) The Vendor Agreement must be signed by upper level management of both Subrecipient and the water vendor authorized to enter into such commitments.

## 2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

### A. ANNUAL REPORTS

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (2) LIHWAP Annual Household Report: Subrecipient shall complete and submit the LIHWAP Annual Household Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) LIHWAP Annual Performance Measures Report: Subrecipient shall complete and submit the LIHWAP Annual Performance Measures Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

### B. MONTHLY REPORTS

- (1) Subrecipient shall submit to DEO the LIHWAP Monthly Financial Activity no later than the 21<sup>st</sup> day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO 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 Financial Activity. Only with prior approval by DEO will more than one (1) reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the 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) all expenditures that occurred during the reporting month,
    - (ii) the amount of reimbursement requested, and
    - (iii) the number of Clients served.
  - (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 Recipient upon request.

(c) DEO 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 via the current online client tracking and reporting system to DEO no later than the 21<sup>st</sup> day of each month following the end of the reporting month in which Clients were served.

(3) Subrecipient shall submit the Monthly Outreach Report to DEO no later than the 21<sup>st</sup> day of each month following the end of the reporting month in which outreach was conducted.

**C. MONITORING REPORT RESPONSES**

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five (35) calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 35<sup>th</sup> day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

**D. COST ALLOCATION PLAN**

Per title 45 C.F.R. § 75.405, 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 to DEO with this Agreement.

**E. 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 DEO (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 DEO 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 DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

**F. OTHER REPORTS**

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

**G. CLOSE-OUT REPORT**

The LIHWAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHWAP 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.

**H. SUBMISSION**

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 15 of this Agreement.

### 3. 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 Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement:

- (1) Part 16 – Procedures of the Departmental Grant Appeals Board;
- (2) Part 30 – Claims Collection;
- (3) 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) Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
- (5) Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
- (6) Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance;
- (7) Part 87 – Equal Treatment for Faith Based Organizations;
- (8) Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS;
- (9) Part 93 – New Restrictions on Lobbying;
- (10) Part 96 – Block Grants; and
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities.

#### 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.

#### C. INTEREST FROM CASH ADVANCES

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

#### D. PROGRAM INCOME

Pursuant to 45 C.F.R. § 75.307 Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

#### E. 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 LIHWAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.
- (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.

**F. MONITORING**

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

**G. OTHER PROVISIONS**

- (1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Household Water Assistance.
- (2) Subrecipient shall budget a minimum of two percent (2%) of the total NFA funds awarded for a program year for Weather Related/Supply Shortage emergency assistance. These funds must be held in the Weather Related/Supply Shortage budget line item category for each NFA until the end of the corresponding program year, for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Secretary of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Subrecipient may draw from other budgeted line items, up to fifty percent (50%) of the total NFA budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After the end of the program year, if no emergency has been declared, DEO will release the corresponding NFA funds and Subrecipient will allocate these funds to the crisis or home energy budget line item. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.
- (3) In addition to the record keeping, public records, and audit requirements contained in sections 9 and 19 of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of 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 DEO's written request, participate with DEO in the hearing.
- (5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

**4. LIHWAP ASSURANCES**

Subrecipient hereby assures and certifies as a condition of receipt of LIHWAP 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 LIHWAP funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of DEO, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of DEO.
- C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- D. Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHWAP Program Monitoring Field Manual.
- F. 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.
- G. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHWAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- H. This Agreement and all its attachments are true and correct.
- I. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- J. 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.
- K. 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).



**EXHIBIT 1-A**

**FUNDING SOURCES**

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

<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Catalog of Federal Domestic Assistance Title:</b>	Low-Income Home Energy Assistance Program (formula grant)
<b>Catalog of Federal Domestic Assistance Number:</b>	93.568

<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Catalog of Federal Domestic Assistance Title:</b>	Low-Income Household Water Assistance Program (formula grant)
<b>Catalog of Federal Domestic Assistance Number:</b>	93.499

<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Services Block Grant (formula grant)
<b>Catalog of Federal Domestic Assistance Number:</b>	93.569

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

**Federal Program:**

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, applicable federal cost principles and regulations, and the most recently approved LIHEAP State Plan.
2. Subrecipient shall use the LIHWAP funds to provide water 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 most recently approved LIHWAP State Plan.
3. Subrecipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. 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 most recently approved CSBG State Plan.

4. 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.

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT 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.

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**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 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 SAM in accordance with 2 CFR Part 25, appendix A. 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.
3. 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.
4. Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, 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 relating to any programs or projects for which Subrecipient receives funds authorized by this agreement upon execution of this Agreement.
5. For all funds provided by DEO, 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).
6. In compliance with section 286.25, Florida Statutes, 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 Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.
7. The Subrecipient shall maintain a purchasing procedure. 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; and
  - D. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.
8. The Subrecipient shall maintain an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, 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.
9. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, Florida Statutes.

*-End of Attachment F-*