



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	777,317				
External Revenue	(647,764)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>129,553</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes  X  No \_\_\_\_\_

Budget Account No.:

Fund 1003 Dept 145 Unit 1455 Object Var. Program Code/Period Var./GY13

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding sources are \$647,764 from the State of Florida Department of Economic Opportunity and \$129,553 from Palm Beach County. Budget will be amended at a later date.

**C. Departmental Fiscal Review:**

*DM*  
 \_\_\_\_\_  
 Taruna Malhotra, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Susan Neamy* 10/10/13  
 OFMB *KN* *JA* *10/10/13*  
 SC *10/9* *10/10/13*

*Dr. J. Jacobson* 10/15/13  
 Contract Development and Control  
 10-15-13 *BCD/Keller*

**B. Legal Sufficiency:**

*[Signature]* 10/16/13  
 Chief Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Community Services Block Grant Eligible Entities

FROM: Jean Amison, Planning Manager

DATE: June 24, 2013

SUBJECT: FY2013-2014 Community Services Block Grant Award Agreement

Attached you will find the FY 2013-2014 Community Services Block Grant (CSBG) award agreement package. The agreement amount provided on page 7, Section (17) (a) of the contract reflects what is currently considered a conservative estimate of funds available to start your new agreements. The final amount of the agreements will not be determined until the Federal Fiscal Year 2014 budget is approved and the state receives their official award letter. Once the final federal award is received and if additional funding is available, the allocations will be revised and modifications will be made to change the funding level of the contracts. Your initial budget will need to be developed based on the current total allocation and the budget authority amount given in section (17) (a) of the contract.

Several items of supporting documentation must be submitted with your contract. See the attached CSBG Agreement Application Checklist and General Instructions for details. The Agreement will not be processed without all of these items.

To ensure a timely agreement routing and signature process, please complete the enclosed application and return as soon as possible, but no later than August 23, 2013. ***The award agreement must be officially approved by your CSBG board.*** Submit a minimum of **two (2) copies** of the complete application with original signatures on all copies.

The agreement forms were generated in Excel. Electronic copies of these forms are also attached. Completed agreement packages should be mailed to:

Ms. Paula Lemmo, Bureau Chief  
Department of Economic Opportunity  
Division of Community Development  
Community Assistance Section  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120

If you have any questions, please contact your DEO contract manager at (850) 717-8450.

Enclosures

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA #: 93.569

Contract Number: 14SB-0D-10-60-01-021

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida (hereinafter referred to as DEO), and Palm Beach County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

NN. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Attachment A and Attachments I-M of this Agreement.

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

The Recipient and DEO shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or October 1, 2013, whichever is earlier, and shall end September 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110 (now 2 CFR Part 215), "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87 (now 2 CFR Part 225), "Cost Principles for State and Local Governments," OMB Circular No. A-21 (now 2 CFR Part 220), "Cost Principles for Educational Institutions," or OMB Circular No. A-122 (now 2 CFR Part 230), "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization

on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) All records pertaining to this Agreement, including but not limited to, supporting documentation and records sufficient to demonstrate compliance with the terms of the Agreement including personnel and financial records and reports related to the jobs, wages, and cumulative investment required under this Agreement, shall be retained by the Recipient for five fiscal years after completion of the project, which includes satisfaction of all reporting requirements and receipt of all payments due under the Agreement, provided applicable audits have been released, or five years after the date that an audit report is issued, whichever is longer. The five year period may be extended for the following exceptions:

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

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

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work and all other applicable laws and regulations.

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

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

#### (6) AUDIT REQUIREMENTS

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

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

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

(d) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by DEO no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide DEO with monthly reports, quarterly reports, a close-out report, and the yearly Information System Survey report as set forth in Attachment C to this Agreement. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(b) Monthly reports are due to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. In the event the twenty-first day of the month falls on a weekend day or holiday, the monthly report shall be due no later than the next business day.

(c) Quarterly reports are due to DEO no later than twenty-one calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31. In the event the twenty-first day of the month falls on a weekend day or holiday, the quarterly report shall be due no later than the next business day.

(d) The close-out report is due to DEO no later than forty-five calendar days after termination of this Agreement or forty-five calendar days after completion of the activities contained in this Agreement, whichever first occurs. In the event the forty-fifth day falls on a weekend day or holiday, the close-out report shall be due no later than the next business day.

(e) The year end activity report is due to DEO upon notification by DEO to the Recipient that the required activity report is to be submitted.

(f) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, DEO may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to DEO" means that the work product was completed in accordance with the Budget and Scope of Work.

(g) The Recipient shall provide additional program updates or information as may be required by DEO.

(h) The Recipient shall also provide the additional reports and information identified in Attachment C.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the Scope of Work and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or

other procedures. The Recipient agrees to comply with the most recent monitoring manual provided by DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such review. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

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

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds shall, if DEO elects, terminate and DEO has the option to exercise any of its remedies set forth in Paragraph (11). However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty calendar days from the date written notice is sent by DEO.

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs and DEO provides written notice to the Recipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement if the Recipient has not cured the default within thirty calendar days of receipt of written notice of an Event of Default;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. Require the Recipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible.
- (e) Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not keep DEO from pursuing any other remedies in this Agreement or provided at law or in equity. If DEO waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) TERMINATION

- (a) DEO may terminate this Agreement for cause with thirty calendar days written notice. Cause includes misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty calendar days from receipt of the notice, or refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) If DEO issues a notice of Event of Default, the Recipient shall not incur new obligations during the thirty day cure period. If DEO determines that the Recipient has cured the event of Default within the thirty day cure period, DEO will provide notice to the Recipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of the notice of Event of Default will be disallowed. The Recipient shall not be relieved of liability to DEO because of any breach of this Agreement by the



Recipient. DEO shall, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing delivered, by standard mail or electronic mail, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

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

Paula Lemmo, Bureau Chief  
Department of Economic Opportunity  
Division of Community Development  
Bureau of Housing and Community Development  
Community Assistance Section  
107 East Madison Street, MSC-400  
Tallahassee, Florida 32399-4120  
Email: paula.lemmo@deo.myflorida.com

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

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to DEO for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold DEO and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to DEO as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments (check all that are applicable):

- |                                     |              |   |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | Exhibit 1    | Funding Resources   |
| <input checked="" type="checkbox"/> | Exhibit 2    | Special Audit Requirements  |
| <input checked="" type="checkbox"/> | Attachment A | Scope of Work   |
| <input checked="" type="checkbox"/> | Attachment B | Program Statutes and Regulations  |
| <input checked="" type="checkbox"/> | Attachment C | Reports   |
| <input checked="" type="checkbox"/> | Attachment D | Property Management and Procurement   |
| <input checked="" type="checkbox"/> | Attachment E | Statement of Assurances   |
| <input checked="" type="checkbox"/> | Attachment F | Warranties and Representations  |
| <input checked="" type="checkbox"/> | Attachment G | Certification Regarding Debarment, Suspension, Ineligibility and<br>Voluntary Exclusion |
| <input checked="" type="checkbox"/> | Attachment H | Recipient Information   |
| <input checked="" type="checkbox"/> | Attachment I | Budget Summary  |
| <input checked="" type="checkbox"/> | Attachment J | Subrecipient Information  |
| <input checked="" type="checkbox"/> | Attachment K | Budget Detail   |
| <input checked="" type="checkbox"/> | Attachment L | Secondary Administrative Expenses   |
| <input checked="" type="checkbox"/> | Attachment M | 2013-2014 CSBG Community Action Workplan  |
| <input checked="" type="checkbox"/> | Attachment N | Justification of Advance Payment  |

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$647,764, subject to the availability of funds and appropriate budget authority. Until DEO provides further notice to the Recipient, however, the Recipient is only authorized to incur costs in an amount not to exceed \$647,764. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from DEO to the Recipient by written notice to the Recipient's contact person identified in Attachment H. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from DEO.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of DEO under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. Any advance payment is also subject to federal OMB Circulars A-87 (now 2 CFR Part 225), A-110 (now 2 CFR Part 215), A-122 (now 2 CFR Part 230) and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment N. Attachment N will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis. The Recipient agrees to expend funds in accordance with Attachment I, Attachment K, and Attachment M of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under Subparagraph (19)(h) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within forty-five calendar days of receiving notice from DEO.

(18) REPAYMENTS

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

Department of Economic Opportunity  
Division of Community Development  
Office of Housing and Community Development  
Community Assistance Section  
107 East Madison Street  
MSC 400  
Tallahassee, Florida 32399-4120

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

(19) MANDATED CONDITIONS

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

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

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

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

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 19(g)2. of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send to DEO (by standard mail or electronic methods) the completed Attachment G for each intended subcontractor which the Recipient plans to fund under this Agreement. Such form must be received by DEO before the Recipient enters into a contract with any subcontractor.

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

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

(j) Any bills for travel expenses shall be documented in accordance with Section 112.061, Fla. Stat.

(k) DEO reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) The use of funds under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency is prohibited pursuant to Section 216.347, F.S. Federal grant funds provided under this Agreement may not be used by DEO or any Recipient or Subrecipient to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 CFR Part 93).

(b) The Recipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

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

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

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

(22) LEGAL AUTHORIZATION

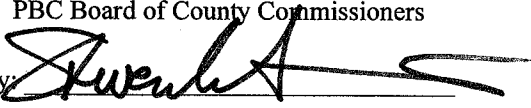
The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

**RECIPIENT**

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

\_\_\_\_\_  
PBC Board of County Commissioners  
By: 

By: \_\_\_\_\_  
William B. Killingsworth, Director  
Division of Community Development

\_\_\_\_\_  
Steven L. Abrams, Mayor

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

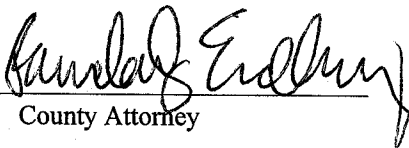
Date: \_\_\_\_\_

\_\_\_\_\_  
59-60000785  
Federal Identification Number

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

\_\_\_\_\_  
078470481  
DUNS \*Number

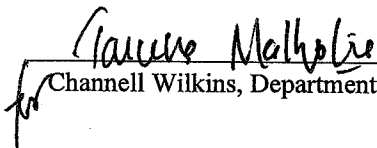
Office of the General Counsel  
Department of Economic Opportunity

\_\_\_\_\_  
  
County Attorney

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

\_\_\_\_\_  
Clerk's Signature

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

  
Channell Wilkins, Department Director

\*Date Universal Numbering System

**EXHIBIT 1  
FUNDING SOURCES**

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

**Federal Program:** Community Services Block Grant Program

**Federal Agency:** U.S. Department of Health and Human Services

**Federal Award Identifier:** G-12B2FLCOSR

**Catalog of Federal Domestic Assistance Title:** Community Services Block Grant Program

**Catalog of Federal Domestic Number:** 93.569

**Recipient:** Palm Beach County Board of County Commissioners

**Award Amount:** \$647,764

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

**Compliance Requirements**

1. *First applicable compliance requirement (e.g., eligible activities, services or commodities)*

**Program**

Community Services  
Block Grant

The Recipient 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 Attachment A, Attachment B, Attachments I-M, applicable OMB Circulars, and the FY 2013 - 2014 CSBG State Plan.

2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of federal resources)*

Community Services  
Block Grant

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

3. *Third applicable compliance requirement (e.g., none of these funds will be used for research purposes)*

Community Services  
Block Grant

NOTE: Section .400(d) of OMB Circular A-133, as revised, 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.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING: None**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS: None**

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

**State Project: None**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: None**



**EXHIBIT 2**  
**SPECIAL AUDIT REQUIREMENTS**

The administration of funds awarded by the Department of Economic Opportunity's Division of Community Development (DEO) to the Recipient may be subject to audits and/or monitoring by DEO, as described in this section.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department of Health and Human Services by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Health and Human Services. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).
4. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Department of Economic Opportunity in effect during the audit period.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>.

## PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this Agreement indicates state financial assistance awarded through DEO by this agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all state financial assistance; including state financial assistance received from other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient funds obtained from other than State entities).
4. The Recipient must include the record keeping requirements found herein in subrecipients' contracts and subcontracts entered into by the Recipient for work required under terms of this Agreement. In the executed subcontract, the Recipient shall provide each subrecipient of state financial assistance the information needed by the subrecipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, the Recipient shall review and monitor subrecipient audit reports and perform other procedures as specified in the agreement with the subrecipient, which may include onsite visits. The Recipient shall require subrecipients, as a condition of receiving state financial assistance, to permit the independent auditor of the Recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the subrecipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), the Recipient should access the website for the Florida Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen>.
6. The CSFA number for this project is: non-applicable.

**PART III: OTHER AUDIT REQUIREMENTS:** non-applicable.

**PART IV: REPORT SUBMISSION**

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

A. DEO at the following address:

Ms. Paula Lemmo, Bureau Chief  
Department of Economic Opportunity  
Division of Community Development  
Community Assistance Section  
MSC 400-107 East Madison Street  
Tallahassee, Florida 32399

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

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

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

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the addresses in paragraph 3 below.

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

A. DEO at the following address:

Department of Economic Opportunity  
Office of the Inspector General  
Community Assistance Section  
107 East Madison Street  
MSC 130, Caldwell Building  
Tallahassee, Florida 32399-4120

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

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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

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

#### **PART V: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow DEO or its designee, CFO, or Auditor General access to such records upon request. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by DEO.

**FY2014 CSBG AGREEMENT  
ATTACHMENT A  
SCOPE OF WORK**

**A. DEFINITIONS**

- (1) "Community Services Block Grant" – CSBG
- (2) "Federal Law" - unless otherwise specified, the Community Services Block Grant Act of 1981, Public Law 97-35, as amended and 45 C.F.R. Parts 16, 74 and 96.
- (3) "Recipient" - the qualified applicant that receives funding pursuant to this Agreement for an approved program and operating budget for delivery of eligible services. Recipients include eligible entities, migrant and seasonal farmworker organizations, and local governments as defined in the following paragraphs (a)-(c), provided such Recipient is in good standing or has not been determined ineligible.
  - (a) "Eligible entity" - any organization, public or nonprofit, officially designated as a community action agency or a community action program under the Federal Legislative provisions of Section 210 of the Economic Opportunity Act of 1964, for fiscal year 1981 or established after 1981 in compliance with federal law to serve areas not served by an existing eligible entity. If such community action agency or community action program lost its designation under Section 210 of such Act as a result of a failure to comply with the provisions of said Act or who has been determined ineligible, a replacement community action agency will be designated in accordance with provisions of Federal Law.
  - (b) "Migrant and seasonal farmworker organization" - an organization funded to provide direct services to a target population of migrant and seasonal farmworkers under the CSBG Program and having a Board of Directors composed of at least 51 percent representatives of migrant and seasonal farmworkers.
  - (c) "Local government" or "local governing authority" - the governing body of a county or municipality.
- (4) "Administrative expense" - those costs that refer to central executive functions that do not directly support a specific project or service. Costs that are incurred for common objectives that benefit multiple programs administered by the Recipient. Administrative expenses relate to the general management of the organization, such as strategic direction, board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM-37 (March 12, 2013).
- (5) "Program expense" program costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by the Recipient to achieve an outcome intended by the funding program. Program expenses can include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or

- service funded by a specific grant source. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM-37 (March 12, 2013).
- (6) "Secondary administrative expense" - an administrative expense to support eligible activities as defined in Paragraph (10) below, but whose program activities are directly funded or governed by a source other than CSBG.
  - (7) "Community Action Plan" - the CSBG Community Action Workplan, Attachment M, of this Agreement.
  - (8) "Household" - an individual or group of individuals living together as one economic unit.
  - (9) "Eligible participant" - those individuals whose total countable household income from all household members does not exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
  - (10) "Eligible activities" - include, but are not limited to, the following:
    - (a) A range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem;
    - (b) Activities designed to assist eligible participants with low-income to:
      1. Secure and retain meaningful employment;
      2. Attain an adequate education;
      3. Make better use of available income;
      4. Obtain and maintain adequate housing and a suitable living environment;
      5. Obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health related assistance;
      6. Remove obstacles and solve problems that block the achievement of self-sufficiency;
      7. Achieve greater participation in the affairs of the community; and
      8. Make more effective use of other programs related to the purposes of the Community Services Block Grant Act.
    - (c) Provide, on an emergency basis, for the provision of such supplies and services, nutritious food-stuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among individuals with low-income;
    - (d) Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to individuals with low-income;
    - (e) Encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.
    - (f) Other activities which may be approved in writing by DEO.
  - (11) "Population" means total number of residents for each county, excluding inmates of institutions, as extrapolated from the latest official State estimate of population by the University of Florida Bureau of Economic Research and Development. For limited purpose agencies as designated under title II of the Economic Opportunity Act of 1964 for fiscal year 1981 which served the general purposes of

a community action agency under title II of such Act, "population" means the total estimated number of residents for each county or service area meeting the definition of that limited program.

**B. AGENCY BOARD REQUIREMENTS**

- (1) In accordance with the requirements of 42 U.S.C. 9910(a), a community action agency or nonprofit private organization receiving CSBG funds pursuant to this Agreement shall establish a board so as to assure that:
  - (a) At least one-third of the members of the board are elected public officials, currently holding office, or their representatives. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Agencies providing services in multi-county areas are required to submit to DEO a plan to ensure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official currently holding office, or their representative for the first two years.
  - (b) At least one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of individuals and families with low-income in the area served. Each member selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member.
  - (c) The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. Interest groups are organizations with nonprofit status, incorporated and registered with the office of the Florida Secretary of State.
- (2) In the case of a public organization receiving CSBG funds pursuant to this Agreement, such organization shall establish a board meeting the requirements of 42 U.S.C. 9910(b).
- (3) The Recipient shall demonstrate that the CSBG program is administered through a tripartite board that meets the requirements of 42 U.S.C.9910(a) or (b) by maintaining documentation including, but not limited to, the following:
  - (a) Board member application, resume, letter of intent to serve, background check or due diligence documentation
  - (b) Minutes of the member's seating
  - (c) Appointment letter
  - (d) Yearly reaffirmation letters (for public sector members)
  - (e) Vacancy declaration
  - (f) Resignation letter or notification of term end
  - (g) Election selection documentation (for low-income sector members)(h) Excused/unexcused absence documentation

- (4) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve communities and individuals with low-income. Full participation includes, but is not limited to, regular attendance at board meetings, participation on Board committees, knowledge of the organization's mission and goals, and fiduciary duties.
- (5) The Recipient will have a procedure which will allow individuals with low-income, community organizations, and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
- (6) All board of directors meetings and board committee meetings subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.), as stated in Paragraph (19)(n) of this Agreement, shall be publicly noticed at least seven calendar days but not more than thirty calendar days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information by methods acceptable under the Florida Sunshine Law. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

**C. PROGRAM REQUIREMENTS**

- (1) The Recipient shall use the funds pursuant to this Agreement to carry out eligible activities that include, but are not limited to:
  - (a) supporting activities that are designed to assist families and individuals with low income, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant and seasonal farm workers, and elderly individuals and families with low income.
  - (b) addressing the needs of youth in communities with low income through youth development programs that support the primary role of the family.
  - (c) making effective use of and coordinating with other programs.
- (2) The Recipient shall maintain written appeal procedures. Any applicant denied CSBG services must be provided a written notice of denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.
- (3) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants who test positive and refer them to treatment facilities.
- (4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.
- (5) The Recipient shall maintain documentation to demonstrate coordination and nonduplication of services with other anti-poverty programs in each community served.
- (6) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient



assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

- (7) If the Recipient administers a transportation program, it must comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).
- (8) The Recipient's Attachment M to this Agreement must be consistent with the most recent community needs assessment officially adopted by the Recipient's board of directors.
- (9) The Recipient shall enter into a Memorandum of Understanding (MOU) with all Workforce Florida, Incorporated boards in its service area. The MOU shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG Program and Workforce Florida, Incorporated "One-Stop" delivery system, services and information. The MOU shall be reviewed and renewed every year.
- (10) The Recipient shall maintain a written policy and implement procedures 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.
- (11) The Recipient 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.
- (12) The Recipient shall develop, implement and maintain written policies and procedures that shall include, at a minimum, types of services provided, written appeal procedures, internal monitoring processes, and family self sufficiency program guidelines.
- (13) The Recipient shall develop and implement a Family Self-Sufficiency Program (FSSP). The FSSP represents a community and neighborhood based approach to the organization and delivery of locally available social services in order to help eligible families become self-reliant and independent of all forms of public assistance. The program shall be designed to identify the needs of participating families and to deliver a comprehensive and coordinated set of services to facilitate the participant's efforts to achieve and maintain self-sufficiency.

**D. CLIENT ELGIBILITY**

- (1) The Recipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
- (2) The Recipient shall use income documentation of all household income sources that is no more than one year old and maintain the documentation in the client file. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed self-declaration of income to attest to the applicant's verbal declaration of total household income.

This self-declaration must specify the reasons that no current income documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

**E. CLIENT RECORDS**

The Recipient shall maintain a separate file for each CSBG applicant that includes at least the following information:

- (1) Applicant's name, address, sex, race, age;
- (2) Names, ages and current identification (no more than one year expired) of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members;
- (4) Income amount and method of verification for all household members;
- (5) Income documentation to support eligibility;
- (6) Statement of self-declaration of income, if applicable;
- (7) Signed Notice Regarding Collection of Social Security Numbers;
- (8) Date client was interviewed, services provided to the client and documentation of any denial of client services;
- (9) All CSBG assistance applications must be signed by the applicant and by the Recipient's representative and supervisory staff.
- (10) When providing rental or mortgage assistance with CSBG funds, the Recipient shall secure documentation of either a rental/lease agreement or mortgage and place a copy of the documentation in the client's file.

**FY2014 CSBG AGREEMENT  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

**A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Both the Recipient and DEO shall be governed by applicable laws and local rules, including, but not limited to: (1) The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), , and Title 45 C.F. R. Part 96; (2) The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provisions of the current approved Community Services Block Grant State Plan, including all approved amendments or revisions; (3) Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16, Procedures of the Departmental Grant Appeals Board;
2. Part 30, Claims Collection;
3. Part 73b, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement);
4. 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;
5. Part 8, Practice and Procedure for Hearings under Part 80 of this Title;
6. Part 84, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
7. Part 86, Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
8. Part 87, Equal Treatment for Faith-Based Organizations;
9. Part 91, Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
10. Part 93, New Restrictions on Lobbying;
11. Part 96, Block Grants;
12. Part 97, Consolidation of Grants to the Insular Areas;
13. Part 100, Intergovernmental Review of Department of Health and Human Services Programs and Activities.

**B. FUNDING AVAILABILITY FOR EXPENDITURE**

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96. For States, local governments and Indian Tribes follow OMB Circular A-87 for cost principles (Relocated to 2 CFR, Part 225), OMB Circular 102 for administrative requirements and OMB Circular A-133 for audit requirements and the laws and procedures applicable to the CSBG Program. For nonprofit organizations, follow OMB Circular 1-122 for cost principles (Relocated to 2 CFR, Part 230), OMB Circular A-110 for administrative requirements, (Relocated to 2 CFR, Part 215) and OMB Circular A-133 for audit requirements and the laws and procedures applicable to the CSBG Program. The CSBG Program is authorized and funded through the United States Department of Health and Human Services.

C. FUNDS DISTRIBUTION

- (1) Funding of eligible entities shall be awarded based on an allocation plan designed to facilitate statewide expansion of the community action network and a gradual equalization of funding based in part on the percentage of the poverty population for the service area.
- (2) Pursuant to H.R. 3061, the Department of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 2002, CSBG funds shall be distributed by DEO to eligible entities in accordance with the requirement in Section 675(C)(a)(1) of the CSBG Act which requires that, to the extent CSBG funds are distributed as grants by a State to eligible entities provided under the Act, and have not been expended by such entity, the funds shall remain with such entity for carryover into the next fiscal year for program activities consistent with the CSBG Program. However, prior to carryover of unexpended funds, at the time of close-out, these monies must be returned to DEO. All carryover funds must be expended within the next fiscal year or be returned to the federal funding agency.

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

The Recipient assures, as required by Section 508 of Public Law 103-333, that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money 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 non-governmental sources.

E. PROGRAM INCOME

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may reapply program income, excluding interest income, to carry out eligible program activities. The amount of program income and its disposition must be reported to DEO on the monthly financial status reports and at the time of submission of the final close-out report.

F. INTEREST FROM CASH ADVANCES

Recipients shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and section .22 of OMB Circular A-110 (now 2 CFR 215). Recipients shall maintain advances of Federal funds in interest-bearing accounts unless one of the following conditions applies:

NONPROFITS ONLY:

1. The Recipient or subcontractor receives less than \$120,000 in total Federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on all Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out report.

LOCAL GOVERNMENTS ONLY:

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

G. MODIFICATIONS

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

(2) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

(3) Attachments I-M of this Agreement may not be altered without a written budget modification submitted in accordance with the terms below:

- (a) The Recipient must use a Department approved Modification package.
- (b) Only unobligated funds may be transferred from one line item to another line item.
- (c) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. For the purpose of transferring funds, the following are considered budget categories: Administrative Expenses, Program Expenses and Secondary Administrative Expenses.
- (d) Each modified line item must meet all contractual minimum and maximum percentage budget requirements.
- (e) All requests for modifications to increase or decrease any line item must be submitted to DEO for approval thirty calendar days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays.
- (f) A letter of explanation and a completed modification package (Budget Summary, Subrecipient Information (if applicable), Budget Detail, Secondary Administrative Expenses (if applicable) and Community Action Plan (if applicable), signed by the Recipient, must be submitted to DEO and approved prior to the submission of a financial status report in which the changes are implemented.
- (g) Upon approval, the Recipient's budget detail will be revised in DEO's electronic payment system.
- (h) None of the budget transfers may violate this Agreement or 2 CFR 215 (previously OMB Circular A-110), 2 CFR 225 (previously OMB Circular A-87), 2 CFR 220, (previously OMB Circular A-21) and 2 CFR 230 (previously OMB Circular A-122). The budget revision(s) will be reviewed by DEO for compliance with these circulars.

H. MONITORING

(1) DEO shall conduct a full onsite review of each eligible entity at least once during each three-year period. The Recipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subrecipients with whom the Recipient contracts to carry out program activities.

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

(3) DEO shall conduct follow-up reviews including prompt return visits to eligible entities and its programs that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

I. BONDING

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

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat and/or Section 624.4622 Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

**FY2014 CSBG AGREEMENT  
ATTACHMENT C  
REPORTS**

A. Annual reports

(1) Close-out Report: The CSBG 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 day falls on a weekend day or holiday, the Close-out Report shall be due no later than the next business day. The Recipient shall submit original signed documents to DEO that include, at a minimum, the Close-out Cover Sheet, the CSBG Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, and a refund check for any interest earned on advances.

(2) CSBG Information System Survey: Recipients will complete and submit the CSBG Information System Survey on an annual basis. The Recipient will be notified in writing of the due date and submission requirements.

(3) IRS Form 990: A Recipient that is below the \$500,000 threshold for all Federal awards in its fiscal year and thus is exempt from the federal single audit act requirements, shall submit with its contract proposal a copy of its most recent IRS Form 990.

B. Quarterly Reports: The CSBG Quarterly Florida Outcomes for Community Action Systems (FOCAS) Report shall be provided to DEO no later than twenty-one calendar days following of the end of the quarter. For the purposes of this Agreement, the ending dates of the quarters are December 31, March 31, June 30 and September 30. In the event the twenty-first day of the month falls on a weekend day or holiday, the Quarterly FOCAS Report shall be due no later than the next business day.

C. Monthly reports: The CSBG Monthly Financial Status Report shall be provided to DEO no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. The report shall be provided regardless of whether or not funds were expended. Reimbursement of expenditures shall be based on this report. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Status Report shall be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the twenty-first day. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Status Report shall be due no later than the next business day.

D. Board Minutes: Copies of minutes of board meetings, draft or signed, shall be provided to DEO no later than thirty calendar days from the date of the meeting. If the thirtieth day falls on a weekend day or holiday, the minutes shall be due no later than the next business day.

E. Monitoring Report Responses: The Recipient shall provide a written response to DEO for all monitoring report findings and/or concerns no later than thirty-five calendar days from the date of the original monitoring report. DEO shall notify the Recipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the

original report shall be due no later than the next business day. The Recipient may request an extension in writing for DEO's review and approval.

- F. Cost Allocation Plans: 2 CFR Part 215, Subpart C, Section 215.21(6) requires that Recipients have written financial management system procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and terms and conditions of the award. To document this, the Recipient must submit copies of its written cost allocation plan to DEO with its contract proposal. The cost allocation plan must be approved by the Recipient's Board of Directors.
- G. Other reports: Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by DEO, including supporting or source documentation for any reports identified in this section.

H. The reports shall be submitted to:

Ms. Jean Amison, Manager  
Department of Economic Opportunity  
Division of Community Development  
Office of Housing and Community Development  
Community Assistance Section  
107 East Madison Street  
MSC 400  
Tallahassee, Florida 32399-4120



**FY2014 CSBG AGREEMENT  
ATTACHMENT D  
PROPERTY MANAGEMENT AND PROCUREMENT**

The Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

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

**FY2014 CSBG AGREEMENT  
ATTACHMENT E  
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

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

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

C. Nepotism

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

D. CSBG Assurances

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

(1) The Recipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the Recipient's governing body, including all assurances contained herein.

(2) The Recipient will use CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to DEO with the close-out report on or before the due date.

(3) The Recipient will provide for coordination among anti-poverty programs in each community.

(4) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(5) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify DEO in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(6) The Recipient will give DEO, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any subrecipient.

(7) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(8) The Recipient will comply with section 678F(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(9) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures at close out. Any amount in excess of this limit shall be refunded to DEO at time of contract close out.

(10) Secondary Administrative Expenses:

If secondary administrative expenses are requested, the following conditions must be met:

(a) Attachment K, and Attachment M, must document how these expenses will be used to support eligible CSBG activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by subrecipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to DEO upon request.

(f) Audit costs, travel and association dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget

(11) This contract proposal and all its attachments, including budget data, are true and correct.

(12) In accordance with section 678F(b)(1)(2) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(13) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide DEO with a Community Action Plan as provided in Attachment M of this Agreement. The Community Action Plan must be supported by a community needs assessment for the community or communities served. The community needs assessment must at a minimum include the following:

(a) Agency mission statement;

(b) Agency service delivery system;

- (c) Linkages and funding coordination;
- (d) Case management system; and
- (e) List of services and programs, including National Performance Indicators

(14) The Recipient agrees to adhere to a provision of section 675C(a)(1) of Public Law 97-35, as amended, and the FFY 2013 through FFY 2014 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to DEO at the time of close out. Any unobligated funds will be reallocated to the Recipient during the next fiscal year.

(15) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(16) The Recipient assures that this Agreement has been approved by the Recipient's governing body by official action, and the signatory is duly authorized to sign the Agreement.

(17) The Recipient shall have appropriate staff attend training sessions as determined by DEO to cover CSBG policies and procedures.

(18) The Recipient shall comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted 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 State 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 in-patient drug and alcohol treatment. The Recipient further agrees that this language will be included in any subawards which contain provisions for children's services and that all subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

(19) Direct Federal grants, subawards, or contracts funded through CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Recipients must take steps to separate, in time or location, their inherently religious activities from the services funded under the CSBG program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.

(20) This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). The use of Federal funds from this Agreement constitutes the Recipient's acceptance of these terms and conditions.

**FY2014 CSBG AGREEMENT  
ATTACHMENT F  
WARRANTIES AND REPRESENTATIONS**

**A. Financial Management**

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

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
- (5) Written procedures for determining whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

**B. Competition**

Recipient warrants the following:

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

**C. Codes of Conduct**

Recipient warrants the following:

- (1) Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family,

his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

- (3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

D. Business Hours

The Recipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) Monday through Friday, and from (times) 8:00 am to 5:00 pm.

E. Licensing and Permitting

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

**FY2014 CSBG AGREEMENT  
ATTACHMENT G  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

NOTE: Prior to issuing subawards or subcontracts under this Agreement, the Recipient must consult the Excluded Parties List System (EPLS) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov/portal/public/SAM/>.

(1) The prospective subcontractor of the Recipient, N/A, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

N/A  
\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
Recipient's Name

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

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

\_\_\_\_\_  
DEO Contract Number

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

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

\_\_\_\_\_  
Date

**FY2014 CSBG AGREEMENT  
ATTACHMENT H  
RECIPIENT INFORMATION**

**FEDERAL FISCAL YEAR:** 2014      **CONTRACT PERIOD:** October 1, 2013 through September 30, 2014

Instructions: Complete the blanks highlighted in yellow. For item II, put an "X" in whichever highlighted box applies to your agency.

**I. RECIPIENT:** Palm Beach County Board of County Commissioners      **CONTRACT #:** 14SB-0D-10-60-01-021

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

**III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:**      Palm Beach County

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IV. GENERAL ADMINISTRATIVE INFORMATION**

**a. Executive Director or Chief Administrator:** Mr. Channell Wilkins

Address: 810 Datura Street      City: West Palm Beach, FL Zipcode: 33401  
 Telephone: 561-355-4702      Fax: 561-355-3863  
 Cell: 561-310-8944      Email: cwilkins@pbcgov.org

*Mailing address if different from above*

Mailing Address: 810 Datura Street      City: West Palm Beach, FL Zipcode: 33401

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

Name: Steven L. Abrams      Title: Mayor  
 Address\*: 301 N Olive Ave      City: West Palm Beach, FL Zipcode: 33401  
 Telephone: 561-355-2204      Fax: 561-355-3990      Email: sabrams@pbcgov.org

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

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

Name: Gary Hawkins      Title: Chair  
 Address\*: 1085 S. Main Street      City: Belle Glade, FL Zipcode: FL 33430  
 Telephone: 561-829-2040      Fax: 561-829-2041      Email: ghawkinsApbcalliance.com

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

**d. Official to Receive State Warrant:**

Name: Sharon R. Bock      Title: Clerk and Comptroller, Palm Beach County  
 Address: P.O. Box 4036      City: West Palm Beach, FL Zipcode: 33401

**e. Recipient Contacts**

1. **Program:**      Name: James Green      Title: Program Coordinator  
 Address: 810 Datura Street      City: West Palm Beach, FL Zipcode: 33401  
 Telephone: 561-355-4743      Fax: 561-242-7336  
 Cell: 561-313-1146      Email: jgreen1@pbcgov.org

2. **Fiscal:**      Name: Taruna Malhotra      Title: Director of Finance & Support Services  
 Address: 810 Datura Street      City: West Palm Beach, FL Zipcode: 33401  
 Telephone: 561-355-4716      Fax: 561-355-3863  
 Cell: NA      Email: tmalhotr@pbcgov.org

**f. Person(s) authorized to sign reports:**

Name: Taruna Malhotra      Title: Director of Finance & Support Services  
 Name: Channell Wilkins      Title: Director of Community Services Department  
 Name: James Green      Title: Program Coordinator

**g. Agency's FEID Number:** 59-60000785      **h. Agency's DUNS Number:** 78470481

**V. AUDIT DUE DATE:**      Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.  
 Recipient Fiscal Year: October 1, 2013 thru September 30, 2014      Audit Due to DEO: June 30, 2015



FY2014 CSBG AGREEMENT  
ATTACHMENT I  
BUDGET SUMMARY

RECIPIENT: Palm Beach County Board of County Commissioners

CONTRACT: 14SB-0D-10-60-01-021

*Instructions: Enter the appropriate figures in the boxes highlighted in yellow. Use only whole dollar amounts; no cents. Round all figures up to nearest whole dollar.*

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY		BUDGETED AMOUNT
1	CSBG FUNDS	\$777,317.00
<b>ADMINISTRATIVE</b>		
2	RECIPIENT (Salaries/Fringe, Rent, Utilities, Travel, Other)	\$70,800.00
3	SUBRECIPIENT (Salaries/Fringe, Rent, Utilities, Travel, Other)	
4	TOTAL ADMINISTRATIVE EXPENSES (Line 2 + Line 3)	\$70,800.00
5	ADMINISTRATIVE EXPENSE PERCENT: (Line 4 divided by Line 1) <i>not exceed 15% of the total funds listed on Line 1</i>	9.108%
<b>PROGRAM</b>		
6	RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$617,997.00
7	RECIPIENT OTHER EXPENSE (Salaries/Fringe, Rent, Utilities, Travel, Other)	\$88,520.00
8	SUBTOTAL RECIPIENT PROGRAM EXPENSE (Line 6 + Line 7)	\$706,517.00
9	SUBRECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	
10	SUBRECIPIENT OTHER PROGRAM EXPENSE (Salaries/Fringe, Rent, Utilities, Other)	
11	SUBTOTAL SUBRECIPIENT PROGRAM EXPENSE (Line 9 + Line 10)	\$0.00
12	TOTAL PROGRAM EXPENSE (Line 8 + Line 11)	\$706,517.00
13	SECONDARY ADMINISTRATIVE EXPENSE	
14	GRAND TOTAL EXPENSE (Line 4 + Line 12 + Line 13)	\$777,317.00

FY2014 CSBG AGREEMENT  
ATTACHMENT J  
SUBRECIPIENT INFORMATION AND BUDGET SUMMARY

(Complete this page for each subrecipient by providing information in the yellow-highlighted fields.)

RECIPIENT:  
Palm Beach County Board of County Commissioners

CONTRACT:  
14SB-0D-10-60-01-021

**SUBRECIPIENT INFORMATION**

SUBRECIPIENT NAME: NA

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_, FL ZIP \_\_\_\_\_

STREET ADDRESS (IF DIFFERENT): \_\_\_\_\_  
\_\_\_\_\_, FL ZIP \_\_\_\_\_

CONTACT PERSON'S NAME AND TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**SUBRECIPIENT BUDGET SUMMARY**

*Instructions: The following line items (3, 9, 10 and 11) must correspond to Attachment I, Budget Summary. If there is more than one subrecipient, it is the Recipient's responsibility to ensure that the total of all subrecipient budgets add correctly. Expenditures must be detailed in Attachment K.*

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	CSBG FUNDS
<b>SUBRECIPIENT ADMINISTRATIVE EXPENSES:</b>	
3. SUBRECIPIENT <i>(Salaries/Fringe, Rent, Utilities, Travel, Other)</i>	\$0.00
<b>SUBRECIPIENT PROGRAM EXPENSES:</b>	
9. SUBRECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$0.00
10. SUBRECIPIENT OTHER PROGRAM EXPENSE <i>(Salaries/Fringe, Rent, Utilities, Travel, Other)</i>	\$0.00
11. SUBTOTAL SUBRECIPIENT PROGRAM EXPENSES (Line 9 + Line 10)	\$0.00
<b>TOTAL SUBRECIPIENT EXPENSES: (Line 3 + Line 11)</b>	<b>\$0.00</b>

The Recipient must have a written agreement with all subrecipients. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subrecipient must be forwarded to DEO for review and approval along with this agreement. See OMB Circular A-133.210, SubRecipient Vendor Determination, for further clarification.

FY2014 CSBG AGREEMENT  
ATTACHMENT K  
BUDGET DETAIL

RECIPIENT: Palm Beach County Board of County Commissioners

CONTRACT: 14SB-0D-10-60-01-021

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance Only)	EXPENDITURE DETAIL Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	AMOUNT OF CSBG FUNDS BUDGETED
6	N/A	Community Action Coordinator \$49,516 50% LIHEAP 40% CSBG 10% County Match $24.520 \times 2080 \text{hrs} = 51001.600 \times .50 = 25,550$  Clerical Specialist 12.42 hour x 2080 = 25838 x .50 (6 months) 80% CSBG 20% County  <b>Total Salary</b> 38,418 <b>Total Fringe (FICA, Medicare, Retirement, Health Insurance, Workers Comp)</b> 9,462  Travel FACA Conference and NCAP & NCAF Conference for Program Coordinator \$1000 Airfare \$1200 Lodge \$400 Per diem \$2600 Registration 5,200  Supplies (paper, pens, folders, etc.) 2,500  Program Coord. Personal vehicle mileage reimbursement 4,000 @ \$0.445/mile for site visits and CSBG Monitoring 1,780  Rent/Office equipment Copiers/fax @\$69/month 840  Rent/storage space Document storage @ \$50 x 12 months 600  Casualty Self-Insurance and WC county self insurance pool 12,000 <b>Total Non Personnel</b> 22,920 <b>Total Administration</b> 70,800	
10	1.1 A1.2 D-I; 1.3A; B 2.3B 3.1; 6.1 1.1 A1.2 D-I; 1.3A; B 2.3B 3.1; 6.1 1.1 A1.2 D-I; 1.3A; B 2.3B 3.1; 6.1 1.1 A1.2 D-I; 1.3A; B 2.3B 3.1; 6.1 1.1 A1.2 D-I; 1.3A; B 2.3B 3.1; 6.1  1.2 D-I; 1.3A;  1.2 D-L 1.3AB  1.1A 1.2 D-I; 1.3A; B 2.3B 3.1; 6.1  1.1A, B 2.3B 3.1; 6.1  1.2 D-I; 1.3A; B	<b>Direct Client Assistance</b> 5 Community Outreach Specialist I (Case Mngt. With Self Suf. Program) Vacant 13.978/hr or 1118.23 x 13pp 29,074 CSBG 30% County 20% LIHEAP 50% 14,537 (Will provide case management, Vita tax, eviction prevention, job placmt 30 III in WP) Cynthia H. 23.407/hr or 1873 x 13pp 48,686 CSBG 30% County 20% LIHEAP 50% 24,343 (Will provide Case management, Vita tax, eviction prevention, job placmt 30 III in Lake Worth) Diane P. 23.939 or 1915 x 13pp 49,793 CSBG 30% County 20% LIHEAP 50% 24,897 (Will provide case management, Vita tax, eviction prevention, job placmt 30 III in Riv Beh) Mary P. 20.376/hr or 1630 x 13pp 42,384 CSBG 30% County 20% LIHEAP 50% 21,192 (Will provide case management, Trans. rental, job placement, case mngt 30 III in Riv. Beh/Jupiter) James S. 24.514/hr or 1961 x 13pp 50,990 CSBG 30% County 20% LIHEAP 50% 25,495 (Will provide case management, eviction prevention, job placement & case mngt 50 III in Tri City Glades)  (Yrinea D) Senior Community Action Specialists 80% CSBG 20% County Will provide case management and Supervise self sufficiency program in western PBC Tr City Glades area 1 Person \$20.831/hr x 2080 = \$43,328 43,328  COS I (Sonia G.) 15.140/hr or \$1211ppp x 26pp \$31,491 CSBG 80% County 20% 31,491 (Work with self sufficiency clients, intake, follow-up, emergency services)  COS II (Winston H.) 15.274 \$31770 CSBG 80% County Match 20% 31,770 (eviction prevention, job placement, case mngt in Delray Beh)  Grant Compliance Specialist (Natalie D.) 19.940/hr or \$1595ppp x 26 pp \$41,475 80% CSBG 20% County 41,475 Works w/ SS Program in PBC and conduct monitoring of SS Program work directly with vendors and self sufficiency clients  Clerical Specialist (Barbara W.) 14.449/hr or \$1156 pp x 13 30050 x 1 CSBG 30% County 20% 15,027 conducts intake and screening to triage Self Sufficiency clients	

FY2014 CSBG AGREEMENT  
ATTACHMENT K  
BUDGET DETAIL

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance Only)	EXPENDITURE DETAIL  Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	AMOUNT OF CSBG FUNDS BUDGETED
10	1.2 D-1; 1.3A;B 2.3B 3.1; 6.1	<p>7 Data Processors/Rec. (Temp) (14.00/hr x 1040 hrs CSBG 80% County 20%) conducts intake and screening triage of Self Sufficiency clients answers phones at each center, referral and follow-up, emergency services</p> <p><b>SUBTOTAL SALARIES</b></p> <p><b>FRINGE (FICA, Medicare, Retir., Health Ins., Workers Comp)</b></p> <p style="text-align: center;">18</p>	<p>101,920</p> <p><b>375,475</b></p> <p><b>121,742</b></p>
6	1.2H	Rental Assistance (Eviction prevention for Self Sufficiency Clients) 20 households at \$1039 each	20,780
	1.2A	Early Childcare training, CAN, EKG, Phlebotomy, Facials, and other trainings that will lead to employment. 20certifications @ \$500 each	10,000
	6.2B	Utility assistance (shut off prevention for Self Sufficiency clients) 133.33 individuals at \$150/each	10,000
	1.1AB	Job Development and Training for Self Sufficiency clients 50 HH at \$100 each	5,000
	1.2I; 6.2A; 6.5A 6.4F	Nutrition and Food Services (gleaning) Food Assistance for Self Suff. Clients 10hh \$100each Health Screenings and trainings for 100 HH @ \$200 Fin. Mngt. Food Prep & other health related trainings 100 ppl @ \$200/each- Tri City Glades	50,000
	1.1A 3.2B	Small Business Startup 20people at \$500 each	10,000
	2.1G; 6.3B5	Youth Leadership, Education and Entrepreneurial Training (robotics program) 25hh at \$200	5,000
	1.2B	GED training and testing computer training for Self Sufficiency clients 30 individuals enrolled and/or completing @ \$333.33 each	10,000
		<b>DIRECT CLIENT ASSISTANCE</b>	<b>120,780</b>
		<b>TOTAL PROGRAM DIRECT CLIENT COST</b>	<b>617,997</b>
11	N/A	<p>Other Program Expense</p> <p>Janitorial Services 810 Datura - 12 months @ \$428/month</p> <p>Travel and Per Diem FACA Conference 3 persons-two days 900 Airfare 1000 Lodging 500 Per Diem 200 Travel</p> <p>— \$2,600</p> <p>Travel-mileage 2 Community Outreach Specialists 1 Grant Compliance Specialist 6742 miles @ .445/mile Drop off paperwork and attend in-services trainings from various sites</p> <p>Communications Services (county cell phones for case management) Phones in Offices of County buildings for all sites 12 months at \$250</p> <p>Florida Common Application (system that improves communication between all CS departments)</p> <p>Postage 12 months @ \$100/month</p>	<p>5,000</p> <p>2,600</p> <p>3,000</p> <p>5,000</p> <p>2,500</p> <p>1,200</p>

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance Only)	EXPENDITURE DETAIL Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	AMOUNT OF CSBG FUNDS BUDGETED
		Utilities/waste disposal at all 6 sites 1583.33/mon for 12 months	19,000
		Rent/office equipment (lease for copiers/scanners other equipment) \$441.66/months for 12 months	5,300
		Lease for new site in Belle Glade	10,500
		Maintenance Grounds \$850/month for 12 months	
		Repair/Maintenance-buildings-county properties 12 months \$1687/month. Repair AC/Heating system, cleaning floors	20,240
		Repair/maintenance-data processing equipment 12 months@ \$15/month	180
		**Explain all sources of Cash and In-Kind Mat	
		Print Materials (program materials for outreach)	2,500
11		Registration Fees: FACA \$1000, NCAP \$900, NCAF \$600 Conferences 3 people ROMA Certification \$1000, CCAP \$500 certification (2 staff)	4,000
		Office Supplies 12 months @ \$500 month (toner, paper, pens, pencils, etc... for six satellite sites)	6,000
		Office Furniture Equipment replacement as needed \$125/monx 12 Months	1,500
		<b>Total Recipient other Program Expense</b>	<b>88,520</b>

**FY2014 CSBG AGREEMENT  
ATTACHMENT L  
SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense Requested: Yes  No  **RECIPIENT:** Palm Beach County Board of County Commissioner **CONTRACT:** 14SB-0D-10-60-01-021

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment A, Section (6), and Attachment B, Section D(10) for additional information.

BUDGET INFORMATION	Name of Secondary Program	Name of Secondary Program	Name of Secondary Program	Name of Secondary Program	Name of Secondary Program	Total of Programs
	Grant Dates Start: _____ End: _____	Grant Dates Start: _____ End: _____	Grant Dates Start: _____ End: _____	Grant Dates Start: _____ End: _____	Grant Dates Start: _____ End: _____	
	1. Total cash budget for secondary program:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
2. Maximum percent administrative expense including indirect cost allowed by secondary program.	0.00%	0.00%	0.00%	0.00%	0.00%	
3. Total administrative expense approved by secondary program funding source: (1)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
4. CSBG secondary administrative expense requested: (2)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
5. Total administrative expenses (Line 3 & 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6. Percent of total administrative expense to total budget (Line 5 / Line 1). <u>This total cannot exceed 15% of Line 1</u>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
7. National Performance Indicator (NPI) supported by this secondary administrative funding. (From Attachment M, CSBG Community Action Workplan)	NPI #	NPI #	NPI #	NPI #	NPI #	

(1) The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administrative program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administrative funds provided by the secondary source.

(2) You are required to provide budget detail in Attachment I, Line 13 for the amount(s) on Line 4 above for each program.

**FY2014 CSBG AGREEMENT**  
**2013-2014 CSBG Community Action Worksheet**

CONTACT: James Green

PHONE: 561-313-1146

EMAIL: jgreen1@pbccgov.org

RECIPIENT: PBC Board of County Commissioners

CONTRACT: 14SB-0D-10-60-01-021

DATE: August 7, 2013

A	B	C	D	E	F	G	H
NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012
<b>1.1 Employment</b>							
A.	Unemployed and obtained a job	50	60	34	120%		98
B.	Employed and maintained a job for at least 90 days.	40	30	17	75%	Explanation	69
C.	Employed and obtained an increase in employment income and/or benefits	5	0	0		Explanation	
D.	Achieved "living wage" employment and benefits	0	0	0			
<b>1.2 Employment Supports</b>							
A.	Obtained skills/competencies required for employment	70	100	19	143%	Explanation	202
B.	Completed ABE/GED and received certification or diploma	30	40	5	133%	Explanation	81
C.	Completed post-secondary education program and obtained certificate or diploma	0	100	0		Explanation	6
D.	Enrolled children in before or after school programs	0	40	0		Explanation	94
E.	Obtained care for child or other dependent	0	40	13		Explanation	36
F.	Obtain access to reliable transportation and/or driver's license	0	15	11		Explanation	171
G.	Obtained health care services for themselves or a family member	0	40	35		Explanation	48
H.	Obtained safe and affordable housing	20	80	9	400%	Explanation	254
I.	Obtained food assistance	100	550	404	550%	Explanation	278
J.	Obtained non-emergency LIHEAP energy assistance	0	10,000	8,563		Explanation	11,217
K.	Obtained non-emergency WX energy assistance	0	0	19			5
L.	Obtained other non-emergency energy assistance (State/local/private energy program <b>Do Not</b> include LIHEAP or WX)	0	60	42		Explanation	178
M.	Obtained identification or work permit documentation for employment (social security card, work permit, etc.)	0	0	0			0

A NPI	B OUTCOME	C FY2013-2014 Contract		D FY2012-2013 Contract Workplan		E FY2012-2013 Contract FOCAS Report		F Percent of Deviation between Column D and Column C		G Requires Explanation		H Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012	
		Proposed Units Expected to be Achieved		Expected to Achieve		Actual Units Achieved as of THIRD QUARTER							
<b>1.3 Economic Asset Enhancement and Utilization</b>													
<b>Enhancement</b>													
		Proj	\$\$	Proj	\$\$	Proj	\$\$	Proj	\$\$	Proj	\$\$	Proj	\$\$
A.	Participants in tax preparation programs who qualified for any type of Federal or State tax credit.	120	100,000	225	200,000	151	232,590	188%	200%	Explain	Explain	115	20,000
B.	Participants obtaining court-ordered child support payments.	0	0	0	0	2	550						
C.	Number enrolled in telephone lifeline and/or energy discounts with agency assistance.	0	0	100	20,000	84	16,800			Explain	Explain		
<b>Utilization</b>													
D.	Participants demonstrating ability to complete and maintain a budget for over 90 days	30		30		10		0%				35	
E.	Participants opening an Individual Development Account (IDA) or other savings account	20		20		11		0%				29	
F.	Participants who increased their savings through IDA or other savings account	5		5	200	0		0%			Explain	0	
G.	Number capitalizing a small business with accumulated savings	10		10	20,000	0		0%			Explain	6	
H.	Number pursuing post-secondary education with savings	0		0	0	0						0	
I.	Number purchasing a home with accumulated savings	2		2	4,000	0		0%			Explain	1	
J.	Number purchasing other assets with accumulated savings	0		0	0	0						0	
<b>2.1 Community Improvement and Revitalization</b>													
		Proj	Oppor	Proj	Oppor	Proj	Oppor	Proj	Oppor	Proj	Oppor	Proj	Oppor
A.	Jobs created, or saved, from reduction or elimination in the community	1	10	1	10	1	1	0%	0%			3	3
B.	Accessible living wage jobs created, or saved from reduction or elimination in the community	1	10	1	10	1	1	0%	0%				
C.	Safe and affordable housing units created in the community	0	0	0	0	0	0						
D.	Safe, affordable housing units in the community preserved or improved through Community Action or advocacy	0	0	0	0	0	0						
E.	Accessible, safe and affordable health care services/facilities for low-income people created or saved.	0	0	0	0	0	0						
F.	Accessible, safe & affordable child care/child development placement opportunities created or saved.	0	0	0	0	0	0						
G.	Accessible before/after school program placement opportunities for low-income families created or saved.	25	25	0	0	0	0			Explain	Explain		
H.	Accessible new/preserved/expanded transportation resources available to low-income people (public/private)	0	0	0	0	0	0						
I.	Accessible new/preserved/increased educational and training placement opportunities for low-income people	0	0	0	0	0	0						
<b>2.2 Community Quality of Life and Assets</b>													
		Init	Assets	Init	Assets	Init	Assets	Init	Assets	Init	Assets	Init	Assets
A.	Increase in community assets due to a change in law/regulation/policy, resulting in better quality of life	1	1	1	1	0	0	0%	0%			0	
B.	Increase availability/preservation of community facilities (schools libraries, community centers, etc.)	0	0	0	0	0	0					0	
C.	Increase in the availability or preservation of community services to improve public health and safety	1	20	1	20	0	0	0%	0%			0	
D.	Increase in the availability or preservation of commercial services within low-income neighborhoods	0	0	0	0	0	0					0	
E.	Increase in or preservation of neighborhood quality-of-life resources	1	10	1	10	0	0	0%	0%			0	



A	B	C	D	E	F	G	H	
NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012	
<b>2.3 Community Engagement</b>								
A.	Community members mobilized to participate in community revitalization and anti-poverty initiatives	150	200	89	133%	Explanation	59	
<b>Hours donated by low-income people</b>								
B.	1.	a) Serve on the CAA Board of Directors	10	10	6	0%		12
		b) Serve on Head Start Policy Councils	30	40	24	133%	Explanation	2
		c) Serve on Family Center / Parent Councils	5	5	0	0%		0
		d) Serve on other CAA Advisory Boards, councils, or committees	40	45	27	113%		50
		e) Serve on other community advisory or governing boards or committees as a CAA representative	15	20	20	133%	Explanation	22
		f) Assist with program activities and logistics	0	0	0			0
		g) Participate in advocacy to meet agency and community goals	0	0	0			0
		h) Participate in advocacy to influence policies/practices of government and/or private entities	100	100	101	0%		110
		i) Other CAA clients or low-income persons volunteer with the agency.	100	100	86	0%		194
		<b>Total volunteer hours from low income people</b>		<b>300</b>	<b>320</b>	<b>264</b>		
<b>Hours donated by non low-income people</b>								
B.	2.	a) General Public	2,400	2,500	2,060	104%		420
		b) CAA non-low-income board members	100	100	90	0%		
		c) Other non-profit or government agencies	0	0	0			2,355
		d) Business Community	0	0	0			
		e) Other	0	0	0			
		<b>Total volunteer hours from non low-income people</b>		<b>2,500</b>	<b>2,600</b>	<b>2,150</b>		
Total number of volunteer hours donated to the agency		<b>2,800</b>	<b>2,920</b>	<b>2,414</b>			<b>3,165</b>	
<b>2.4 Employment Growth from ARRA Funds</b>								
A.	Jobs created, at least in part, by ARRA funds							
B.	Jobs saved, at least in part, by ARRA funds							
<b>3.1 Community Enhancement through Maximum Feasible Participation</b>								
A.	Total number of volunteer hours donated by <b>low-income individuals (only)</b> to Community Action	<b>300</b>	<b>320</b>	<b>264</b>			<b>390</b>	
<b>3.2 Community Empowerment Through Maximum Feasible Participation</b>								
A.	Low-income people in formal, decision-making, community organizations, government, boards or councils	10	10	7	0%		9	
B.	Number of low-income people acquiring businesses in their community as a result of Community Action	20	5	0	25%	Explanation	8	
C.	Number of low-income people purchasing their own home in their community as a result of Community Action	5	5	0	0%		3	
D.	Low-income people in non-governance community activities/groups created/supported by Community Action	30	30	18	0%		41	

A NPI	B OUTCOME	C FY2013-2014 Contract Proposed Units Expected to be Achieved		D FY2012-2013 Contract Workplan Expected to Achieve		E FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER		F Percent of Deviation between Column D and Column C		G Requires Explanation		H Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012	
		Org	Partners	Org	Partners	Org	Partners	Org	Partners	Org	Partners	Org	Partners
<b>4.1 Expanding Opportunities Through Community-Wide Partnerships</b>													
A.	Non-Profit	20	20	18	18	11	11	90%	90%			18	18
B.	Faith Based	7	7	5	5	5	5	71%	71%	Explain	Explain	6	6
C.	Local Government	8	8	8	8	7	7	0%	0%			15	15
D.	State Government Entity	5	5	5	5	5	5	0%	0%			4	4
E.	Federal Government Entity	1	1	0	0	1	1			Explain	Explain	4	4
F.	For-Profit Business or Corporation	7	7	7	7	2	2	0%	0%			10	10
G.	Consortiums/Collaboration	8	8	5	5	4	4	63%	63%	Explain	Explain	6	6
H.	Housing Consortiums/Collaboration	3	3	3	3	4	4	0%	0%			1	1
I.	School Districts	1	1	1	1	1	1	0%	0%			1	1
J.	Institutions of post secondary education/training	3	3	3	3	1	1	0%	0%			2	2
K.	Financial/Banking Institutions	3	3	2	2	1	1	67%	0%	Explain	Explain	1	1
L.	Health Service Institutions	2	2	1	1	1	1	50%	0%	Explain	Explain	1	1
M.	State-wide associations or collaborations	1	1	0	0	1	1			Explain	Explain	1	1
	Others: Please identify:												
N.	1)											25	84
	2)											24	24
Total <b>unduplicated</b> number of organizations agency actively works with to expand resources & opportunities		69	69	58	58	44	44	84%	84%			119	178

<b>5.1 Agencies Leverage External Resources to Increase Their Capacity to Serve</b>						
<b>Table 1 Broadening the Resource Base</b>						
A.	Community Services Block Grant (CSBG)	647,764	1,077,921	552,022	166%	Explanation
B.	<b>Federal Government Resources -- Other than CSBG</b>					
a)	Weatherization Assistance program funded by DOE through DCA		0	0		
b)	LIHEAP - Fuel Assistance (HHS)	3,935,514	4,000,808	1,380,845	102%	5,568,796
c)	LIHEAP - Weatherization (HHS)	0	0	0		0
d)	Head Start (HHS)	0	0	0		0
e)	Early Head Start (HHS)	0	0	0		0
f)	Older Americans Act (HHS)	0	0	0		0
g)	SSBG (HHS)	0	0	0		0
h)	Medicare/Medicaid (HHS)	0	0	0		0
i)	Temporary Assistance to Needy Families (TANF)	0	0	0		0
j)	Child Care Development Block Grant from (CCDBG)	0	0	0		0

RECIPIENT: PBC Board of County Commissioners

CONTRACT: 14SB-0D-10-60-01-021

DATE: August 7, 2013

A	B	C	D	E	F	G	H
NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012
k) Other HHS Resources (List in order of size. Give the name of the source and the CFDA number. Do not use abbreviations. All HHS CFDA's start with "93.")							
	1)	0	0	0			0
	2)	0	0	0			0
	3)	0	0	0			0
	4)	0	0	0			0
	l) Women, Infant and Children (WIC)(USDA)	0	0	0			0
	m) USDA non-food programs (e.g. rural development)	0	0	0			0
	n) All other USDA Food Programs	0	0	0			0
	o) CDBG federal, state or local	0	0	0			0
p) Housing Programs funded by HUD							
	1) Section 8	0	0	0			0
	2) Section 202	0	0	0			0
	3) Home tenant based assistance	0	0	0			0
	4) HOPE for Homeowners Program (H4H)	0	0	0			0
	5) Emergency Shelter Grant Program (ESGP)	0	0	0			0
	6) Continuum of Care (CofC)	0	0	0			0
	q) All other HUD programs including homeless programs	0	0	0			0
	r) Employment and Training Programs (US DOL)	0	0	0			0
	s) Other US DOL programs	0	0	0			0
	t) Corporation for National and Community Service (CNCS) programs	0	0	0			0
	u) FEMA	0	0	0			0
	v) Transportation (US DOT)	0	0	0			0
	w) Department of Education (EDU)	0	0	0			0
	x) Department of Justice (DOJ)	0	0	0			0
	y) Department of Treasury	0	0	0			0
z) Other Federal Sources: List by name of funding source and the CFDA Number. Do not use abbreviations.							
	1)	0	0	0			0
	2)	0	0	0			0
	3)	0	0	0			0
	4)	0	0	0			0
<b>TOTAL: NON-CSBG FEDERAL RESOURCES</b>		<b>3,935,514</b>	<b>4,000,808</b>	<b>1,380,845</b>			<b>5,568,796</b>

RECIPIENT: PBC Board of County Commissioners

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NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012
<b>C. State Resources (Non-federal, state-appropriated funds)</b>							
	a) State appropriated funds used for the same purpose as federal CSBG funds	0	0	0			0
	b) State Housing and Homeless Programs (including housing tax credits)	0	0	0			0
	c) State Nutrition Programs	0	0	0			0
	d) State Day Care and Early Childhood Programs	0	0	0			0
	e) State Energy Programs	0	0	0			0
	f) State Health Programs	0	0	0			0
	g) State Youth Development Programs	0	0	0			0
	h) State Employment and Training Programs	0	0	0			0
	i) State Head Start Programs	0	0	0			0
	j) State Senior Services	0	0	0			0
	k) State Transportation Programs	0	0	0			0
	l) State Education Programs	0	0	0			0
	m) State Community, Rural and Economic Development Programs	0	0	0			0
	n) State Family Development Programs	0	0	0			0
	o) Other State Funded programs: List by name of funding source. Do not use abbreviations.						
	1)	0	0	0			0
	2)	0	0	0			0
	3)	0	0	0			0
	4)	0	0	0			0
<b>TOTAL: STATE RESOURCES</b>		<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>
<b>D. Local Government Resources</b>							
	a) Amount of unrestricted funds appropriated by local government	50,000	50,000	46,550	0%		68,144
	b) Amount of restricted funds appropriated by local government	129,553	215,584	156,580	166%	<b>Explanation</b>	126,994
	c) Value of Contract Services	20,000	20,000	7,255	0%		26,188
	d) Value of in-kind goods/services received from local government	0	0	0			
	e) Other Local Government Resources: Give description or name of program. Do NOT abbreviate.						
	1)	0	0	0			
	2)	0	0	0			
	3)	0	0	0			
	4)	0	0	0			
<b>TOTAL: LOCAL GOVERNMENT RESOURCES</b>		<b>199,553</b>	<b>285,584</b>	<b>210,385</b>			<b>221,326</b>

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<b>E. Private Sector Resources</b>							
a)	Funds from Foundations, Corporations, United Way, other non-profits	0	0	0			
b)	Other donated funds	5,000	5,000	4,685	0%		
c)	Value of donated items, food, clothing, furniture, etc.	2,500	2,500	2,325	0%		
d)	Value of in-kind services received from businesses	5,000	5,000	4,850	0%		33,161
e)	Payments by clients for services	0	0	0			
f)	Payments by private entities for goods or services for low-income clients or communities	0	0	0			
g) Other Private Sector Resources							
1)		0	0	0			
2)		0	0	0			
3)		0	0	0			
4)		0	0	0			
<b>TOTAL PRIVATE SECTOR RESOURCES</b>		<b>12,500</b>	<b>12,500</b>	<b>11,860</b>			<b>33,161</b>
<b>TOTAL NON-CSBG RESOURCES (Federal+State+Local Government+Private Sector)</b>		<b>4,147,567</b>	<b>4,298,892</b>	<b>1,603,090</b>			<b>5,823,283</b>
<b>TOTAL CSBG Funds</b>		<b>647,764</b>	<b>1,077,921</b>	<b>552,022</b>			<b>1,267,374</b>
<b>TOTAL AGENCY BUDGET</b>		<b>4,795,331</b>	<b>5,376,813</b>	<b>2,155,112</b>			<b>7,090,657</b>

Table 2 Agency Increase Staff Capacity to Achieve Results Through Training												
	Staff	Hours	Staff	Hours	Staff	Hours	Staff	Hours	Staff	Hours	Staff	Hours
A.	5	20	5	20	4	15	0%	0%				
B.	5	20	5	20	4	15	0%	0%				
C.	0	0	0	0	0	0						
D.	0	0	0	0	0	0						
E.	0	0	0	0	0	0						
F.	0	0	15	40	12	36			Explain	Explain	12	
G.	0	0	2	50	2	50			Explain	Explain		
H.	0	0	25	85	20	80			Explain	Explain		
Total Staff and Management Training (Totals for A through H above.)												
	10	40	52	215	42	196					12	0
J.	0	0	15	90	14	80			Explain	Explain		
K.	0	0	15	30	12	25			Explain	Explain		
L.	0	0	15	30	12	25			Explain	Explain		
Total Board Member Training (Total of J through L.)												
	0	0	45	150	38	130					0	0

A	B	C	D	E	F	G	H
NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012
<b>Table 3: AGENCY DEVELOPMENT - Agency Increases Its Capacity to Achieve Results Through Training</b>							
A.	Number of C-CAPs	1	1	1	0%		1
B.	Number of Certified ROMA Trainers	1	1	1	0%		1
C.	Number of certified Family Development Trainers	0	0	0			
D.	Number of Certified Child Development Trainers	0	0	0			
E.	Agency staff obtained other credential that increase their capacity to achieve results (explain in narrative)	1	1	0	0%		
F.	Number of staff and management attending trainings	20	20	20	0%		54
G.	Number of board members attending trainings	12	2	12	17%	Explanation	15
H.	Hours of staff and management trainings	150	150	130	0%		202
I.	Hours of board members in training	70	70	56	0%		139

<b>Table 4: Agency Increases Ability to Measure and Track Clients' Progress Toward Self-Sufficiency. Indicate with an "X" the ONE statement in A and B that BEST describes your organization.</b>							
<b>Client Intake Process</b>							
A.	1.	A common in-take process and common ID# is used for <b>all</b> clients	x	x	x		
	2.	A common in-take process and common ID# is used for <b>some</b> clients					
	3.	A separate in-take process and/or separate ID# is used for <b>each</b> program administered					
<b>Client/Customer Measure Progress toward Achievement of Self-Sufficiency</b>							
B.	1.	Agency utilizes a databases for <b>all</b> clients for use in intake and assessment and provision of services	x	x	x		
	2.	Agency utilizes databases for <b>some</b> clients for use in intake and assessment and provision of services					
	3.	Agency uses database for <b>all</b> client intake/assessment/provision of services & outcome measurement					
	4.	Agency uses database for <b>some</b> client intake/assessment/service provision & outcome measurement					
<b>Computer programs used to manage client information and track client progress</b>							
C.	1.						
	2.						
	3.						
	4.						
	5.						

A	B	C	D	E	F	G	H
NPI	OUTCOME	FY2013-2014 Contract Proposed Units Expected to be Achieved	FY2012-2013 Contract Workplan Expected to Achieve	FY2012-2013 Contract FOCAS Report Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between Column D and Column C	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2012
<b>Table 5: Agency Organizes &amp; Operates Programs, Services and Activities Toward accomplishing Family and Community Outcomes. (Answer Yes or No for each.)</b>							
<b>Agency has the capacity to report client/customer progress toward self-sufficiency</b>							
A.	1. Agency can report outcomes that measure progress without use of an outcome scale.	Yes	Yes	Yes			
	2. Agency utilizes outcome scales to measure client movement toward self-sufficiency	Yes	Yes	Yes			
	3. Agency has capacity to derive unit cost statistics: cost/service delivered or cost of service per client	Yes	Yes	Yes			
	4. Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered	Yes	Yes	Yes			
<b>Agency has provided ROMA training within the past 2 years by a certified ROMA trainer</b>							
B.	1. At least half of the Agency board has received ROMA training	No	No	Yes			
	2. Agency management staff has received ROMA training	Yes	Yes	Yes			
	3. Agency supervisory staff has received ROMA training	Yes	Yes	Yes			
	4. Agency line staff has received ROMA training	Yes	Yes	Yes			
<b>Agency programs achieved accreditation demonstrating they meet or exceed nationally recognized standards</b>							
C.	1. Early childhood care and education sites receive NAEYC or other recognized forms of accreditation						
	2. Programs achieve other form of recognized accreditation.						
<b>Agency is implementing ROMA tools and management practices</b>							
D.	1. Agency has adopted and implemented logic models for key programs and activities	Yes	Yes	Yes			
	2. Agency programs and activities are evaluated using ROMA principals	Yes	Yes	Yes			
	3. FOCAS & IS Survey reports are provided to, reviewed & discussed with board members at least quarterly.	Yes	Yes	Yes			
<b>6.1 Independent Living</b>							
A.	Senior Citizens (55 years old or older)	1,000	1,000	895	100%		1,054
<b>Individuals with Disabilities</b>		<b>1,200</b>	<b>1200</b>	<b>710</b>			<b>777</b>
B.	1. Ages 0 - 17	0	0	0			
	2. Ages 18 - 54	500	500	298	0%		323
	3. Ages 55 and Over	700	700	412	0%		454
	4. Age Unknown						0

RECIPIENT: PBC Board of County Commissioners

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<b>6.2 Emergency Assistance</b>							
A.	Emergency Food	100	1,500	1,570	1500%	Explanation	1,770
B.	Emergency Fuel or Utility payments (including LIHEAP or other public or private funding source)	15,000	15,000	8,593	0%		21,406
C.	Emergency Rent or Mortgage Assistance	20	20	2	0%		21
D.	Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)	5	5	0	0%		5
E.	Emergency Temporary Shelter	0	0	0			0
F.	Emergency Medical Care	0	0	0			6
G.	Emergency Protection from Violence	0	0	0			0
H.	Emergency Legal Assistance	0	0	0			0
I.	Emergency Transportation	100	100	95	0%		130
J.	Emergency Disaster Relief	0	0	0			0
K.	Emergency Clothing	100	100	85	0%		111
L.	Provide translation assistance in order for person to receive emergency services	1	1	2	0%		1
<b>6.3 Child and Family Development</b>							
<b>Infant and Child</b>							
A.	1) Infants and children obtain age appropriate immunizations, medical and dental care	25	25	1	0%		26
	2) Infants and children health and physical development are improved as a result of adequate nutrition	0	0	0			0
	3) Children participate in pre-school activities to develop school readiness skills.	25	25	22	0%		44
	4) Children participating in pre-school activities are developmentally ready for Kindergarten or 1st Grade	0	0	0			0
<b>Youth</b>							
B.	1) Youth improve health and physical development	20	20	8	0%		0
	2) Youth improve social/emotional development	40	40	15	0%		34
	3) Youth avoid risk-taking behavior for a defined period of time	20	20	5	0%		0
	4) Youth have reduced involvement with criminal justice system	40	40	15	0%		43
	5) Youth increase academic, athletic or social skills by participating in before or after school programs	20	20	15	0%		0
<b>Adult</b>							
C.	1) Parents and other adults learn and exhibit improved parenting skills	35	35	27	0%		42
	2) Parents and other adults learn and exhibit improved family functioning skills	35	35	27	0%		42



A	B	C	D	E	F	G	H
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<b>6.4 Family Supports</b>							
A.	Enrolled children In before or after school programs	20	20	10	0%		55
B.	Obtained care for child or other dependent	0	0	0			0
C.	Obtained access to reliable transportation and/or driver's license	0	0	0			0
D.	Obtained health care services for themselves or a family member	0	0	0			0
E.	Obtained safe and affordable housing	10	10	4	0%		6
F.	Obtained food assistance	60	60	25	0%		0
G.	Obtained non-emergency LIHEAP energy assistance	0	0	0			0
H.	Obtained non-emergency WX energy assistance	0	0	0			0
I.	Obtained other non-emergency energy assistance (State/local/private energy program) <b>Do Not</b> include LIHEAP or WX.	0	0	0			0
<b>6.5 Service Counts</b>							
A.	Food Boxes	10,000	10,000	11,061	0%		11,504
B.	Pounds of Food	0	0	0			0
C.	Units of Clothing	0	0	0			0
D.	Rides Provided	50	50	69	0%		60
E.	Information and Referral Calls	8,500	8,500	6,801	0%		15,996

FY2014 CSBG AGREEMENT  
ATTACHMENT N  
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: Palm Beach County Board of County Commissioners

CONTRACT NUMBER: 14SB-0D-10-60-01-021

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Section (17)(b) of this Agreement (see Special Note below). The Recipient shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule, section .22 of OMB Circular A-110 as revised and Attachment B, Section F of this Agreement. Check the applicable box below (check only one).

**NO ADVANCE REQUESTED**

No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

Advance payment of \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET** If an advance is requested, complete the following worksheet by filling in the cells highlighted in yellow.

	DESCRIPTION	(A) FY2011	(B) FY2012	(C) FY2013	(D) Total
1	TOTAL CONTRACT ALLOCATION (Includes any base increases and carryforward dollars)				0.00
2	FIRST TWO MONTHS OF CONTRACT EXPENDITURES <sup>1</sup>				0.00
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

<sup>1</sup> The expenses for the first two months in which expenditures were reported need to be provided for the years you received a CSBG contract. If you do not have this information, call your contract manager and they will assist you.

The Recipient may request an amount up to the historical percent of expenditures for the first 2 months of the agreement OR 17% of the award, whichever is less.

**HISTORICAL PERCENT FOR FIRST 2 MONTHS:**  $\frac{\#DIV/0!}{\text{Cell D3}} \times \$ \frac{777,317.00}{\text{CSBG Award}} = \frac{\#DIV/0!}{\text{Historical Advance}}$

**17 % CALCULATION:**  $\frac{777,317.00}{\text{CSBG Award}} \times \frac{0.17}{\text{Percent of Award}} = \frac{132,143.89}{\text{Maximum Advance}}$

**Special Note Regarding Processing of Payments after Advances:**  
The Recipient is allowed to request an advance amount of Agreement funding to ensure timely payment of benefits along with covering the initial operational/overhead costs for providing CSBG services. However, any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. To ensure compliance with this directive:

- DEO will compare the advance amount received by the Recipient with the total to date expended amount on the Recipient's second FSR to determine if an amount equal to the advance amount received has been expended.
- If the Recipient has not expended an amount equal to the initial advance, DEO staff will contact the Recipient to determine if there is a reasonable justification for not meeting this goal. That justification along with any supporting documentation shall be submitted in writing to DEO for review.
- If the justification is not approved, an adjustment may be made to the Recipient's reimbursement request amount on the Recipient's second FSR. The requested reimbursement amount may be reduced by the unexpended balance remaining on the advance. This reduction will lower the cash advance amount the Recipient will have on hand to meet expenditures.
- Adjustments to the advanced amount may be made at any time during the Agreement period when deemed appropriate by DEO.