

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2026

Consent

Regular

Ordinance

Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services and Community Action Program

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) Memorandum of Agreement (MOA) Florida Low-Income Home Energy Assistance Program with Florida Power & Light Company (FPL) for the administration of the Low-Income Home Energy Assistance Program (LIHEAP), covering the period of May 1, 2026 through April 30, 2028, to formalize coordination of utility services, ensure proper verification of benefits, prevent duplication of assistance, and mitigate the risk of utility service disconnection for eligible low-income households; and
- B) Memorandum of Understanding (MOU) Florida Low-Income Home Energy Assistance Program with City of Lake Worth Beach (LWB) for the administration of the LIHEAP, covering the period of May 1, 2026 through April 30, 2031, to formalize coordination of utility services, ensure proper verification of benefits, prevent duplication of assistance, and mitigate the risk of utility service disconnection for eligible low-income households.

**Summary:** The LIHEAP Federally Funded Subgrant Agreement No. E2249 (Subgrant Agreement) (R2026-0020) requires the Community Action Program (CAP) to have an MOA/MOU with a local energy vendor serving the service area. The purpose of the MOA/MOU is to specify requirements related to refundable activity and to document that energy vendors will provide monthly reports verifying that LIHEAP benefits were delivered.

The Florida Department of Commerce (FDOC) awarded CAP \$8,660,601 in LIHEAP funds. LIHEAP funding allows CAP to coordinate assistance to low-income households experiencing a home energy emergency. The MOA and MOU with FPL and LWB, respectively, authorizes CAP to administer and process applications on behalf of the State of Florida for eligible low-income households, thereby ensuring program compliance and reducing the disconnection of services for qualified residents.

In Federal Fiscal Year (FFY) 2024, LIHEAP prevented the disconnection of, or restored, energy services for 2,706 households. Over the term of the MOA/MOU, CAP anticipates serving approximately 7,800 households.

Pursuant to Section 5(F) of the Subgrant Agreement (Funding Consideration), the State of Florida's and FDOC's performance and obligation to pay under the Subgrant Agreement No. E2249 are contingent upon an annual appropriation by the Florida Legislature. FDOC retains final authority regarding both the availability of funds and what constitutes an "annual appropriation" of funds as the payor for these services. The lack of appropriation or availability of funds shall not constitute a default by FDOC under this Subgrant Agreement. In the event of a state or federal funding shortfall, the funding made available under the Subgrant Agreement may be reduced. The MOA contains a limitation of liability provision that differs from that adopted for use by Palm Beach County (County) under PPM CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the limitation of liability for the MOA and advised staff accordingly. The Vendor is not liable for any indirect, consequential, exemplary, special, incidental, or punitive damages relating to the MOA. Given the type of services performed under the MOA and the overall risk to the County, staff is recommending Board of County Commissioners' approval. **No County match is required.** (Community Services) Countywide (JBR)

**Background and Justification:** LIHEAP requires CAP to maintain formal agreements with local energy vendors and partner agencies. These agreements authorize and facilitate CAP's ability to assist eligible low-income households in submitting and processing applications for energy assistance to prevent utility service interruption and, when necessary, to restore discontinued home energy services.

**Attachments:**

- 1. LIHEAP MOA with FPL
- 2. LIHEAP MOU with LWB
- 3. Subgrant Agreement No. E2249

Recommended By:  3/31/2026  
 Department Director Date

Approved By:  4-2-26  
 Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					

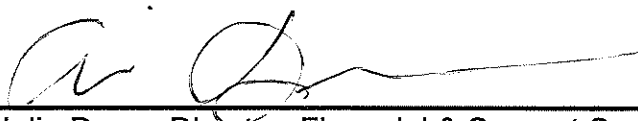
No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of state funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.:  
 Fund \_\_\_ Dept \_\_\_ Unit \_\_\_ Object \_\_\_ Program Code \_\_\_ Program Period \_\_\_

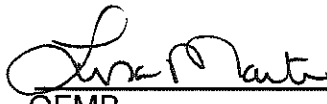
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact to this item.

C. Departmental Fiscal Review:   
 Julie Dowe, Director, Financial & Support Services

**I. REVIEW COMMENTS**

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

 3/26/26  
 OFMB  
 EA 3/26  
 Edo 3.26

 3/27/26  
 Contract Development and Control  
 263.27.26

**B. Legal Sufficiency:**

 4/2/26  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**MEMORANDUM OF AGREEMENT  
FLORIDA LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
BETWEEN  
Palm Beach County AND  
Florida Power & Light**

This **MEMORANDUM OF AGREEMENT** ("MOA") is made and entered into by Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Agency") and Florida Power & Light ("Vendor") for the provision of energy to low-income households under the Florida Low-Income Home Energy Assistance Program ("LIHEAP"). Participants to the MOA may individually be referred to herein as "Party" or collectively as the "Parties."

**PURPOSE**

This MOA establishes the responsibilities of the Vendor to ensure essential utilities are delivered to support low-income households through LIHEAP. By establishing clear roles, expectations, and procedures, eligible LIHEAP clients ("Client") receive timely assistance with their energy needs from the participating Vendor.

**TERM OF MOA**

The initial term of this MOA shall be for two (2) years, effective on the last date signed below ("Effective Date"), unless otherwise terminated as set forth herein. This MOA terminates, supersedes, and replaces any prior LIHEAP Agreement in effect between the Vendor and the Agency.

**TYPE OF ENERGY PROVIDED**

Services provided by the Vendor:

- |   |                                      |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Natural Gas |
| <input type="checkbox"/> Fuel                   | <input type="checkbox"/> Coal        |
| <input type="checkbox"/> Propane Gas            |                                      |

**VENDOR ASSURANCES**

In order to receive payments for clients who are approved for home energy assistance and crisis assistance, the Vendor agrees to the following:

- *Fair Treatment:* Ensure households receiving assistance under LIHEAP are not treated adversely due to program participation.
- *Non-Discrimination:* Agree not to discriminate in the cost of goods supplied or services provided to eligible households.
- *Energy Related Payment:* Subject to the qualification in the next sentence of this paragraph, Agency and Vendor agree that Vendor will endeavor to cause only energy-related elements of a utility bill are to be considered for payment with LIHEAP funds. Agency also acknowledges that Vendor's system can only apply Home Energy Credits to the account but cannot limit those credits to only energy-related elements of the utility bill(s). Notwithstanding anything to the contrary in this MOA, Agency acknowledges that the Vendor cannot specifically apply payments or portions thereof specifically against energy-related charges, as Vendor payment processing always satisfies the oldest outstanding debt, regardless of debt type

- *Charges from Illegal Activities:* Any charges resulting from illegal activities, such as returned check fees or meter tampering, will remain the responsibility of the client. No LIHEAP assistance funds will be used for any charges resulting from a Client's illegal activities.
- *Account Verification:* Subject to the Client providing a Vendor-approved release and authorization to Agency, Vendor agrees to assist Agency in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. Subject to the Vendor's privacy requirements, the Vendor agrees to verify for Agency the following detailed Client account information: account holder name, account number, past due and current balances, and crisis resolution requirements. Vendor will make this information available through FPL Assist web portal or Assist support phone line. Any vendor approved release, and authorization must be obtained within the previous twelve (12) months of the account verification.
- *Client Responsibility:* When the LIHEAP assistance does not pay the complete charges owed by the Client, that Client is responsible for the remaining amount owed.

#### **PROCESS OF VERIFYING CLIENT INFORMATION**

- *Client Eligibility Verification:*
  - Agency shall verify Client eligibility for LIHEAP assistance based on Federal and State criteria including income threshold and crisis status.
  - Agency will secure Client consent for information release through signed agreements, documented by the Agency.
- *Information Exchange:*
  - Vendor shall provide Agency and the FloridaCommerce-provided payment vendor with verification of required account information to ascertain Client eligibility for assistance.
  - Agency and/or the FloridaCommerce-provided payment vendor will coordinate with the Vendor to ensure accuracy and completeness of Client account information before payment commitments.

#### **PAYMENT PROCEDURES**

- *Payment Commitment:* Program benefits payments shall be rendered to Vendor within 30 days of commitment. Payments are made after Agency approves an application.
- *Payment to Vendor:* A FloridaCommerce-provided payment vendor issues the benefit payments directly to the energy Vendor.
- *Refund Handling:* If payments made cannot be applied to Client accounts, funds shall be returned to the FloridaCommerce-provided payment vendor within 45 days.

Any request for refund by Agency must be made within ninety (90) days of the payment being applied to Client's utility account and may only be made for the following reasons: i) duplicate payment was made to Client's utility account; ii) payment was sent to incorrect account and refund is needed; or iii) account holder violated energy assistance program guidelines.

- *Documentation:* Vendor agrees to apply LIHEAP benefits to Client accounts within reasonable amount of time. The Agency may confirm the amounts of LIHEAP benefits that have been applied to specific Client accounts through FPL's Assist portal

**MODIFICATION OF AGREEMENT**

Either Party may request modification of the provisions of this MOA. Modifications to this MOA must be in writing and duly signed by the Parties. This MOA shall be governed by the laws of the State of Florida.

**TERMINATION OF AGREEMENT**

Termination of this MOA may be made with a thirty (30) days written notice by either Party.

**ADDITIONAL ASSURANCES**

- Vendor acknowledges and complies with the requirement to maintain "active" status with the State of Florida, verified at <http://sunbiz.org/search.html>, and ensure compliance with all federal clearance checks.
- Both Parties shall ensure staff are trained in LIHEAP and maintain lists of authorized representatives for crisis resolution and payment commitments.
- Vendor will provide assurances regarding data privacy and release of information only with authorized Client consent.

**ADDITIONAL PROVISIONS**

- This MOA is governed by the laws of the state of Florida. In the event of litigation arising hereunder, the parties agree that the venue for such litigation shall be in the U.S. District Court for the Southern District of Florida; provided that, if for any reason the federal courts for the Southern District of Florida will not or cannot hear such action or proceeding, the venue for such litigation shall be the courts of the state of Florida located in Palm Beach County, Florida."
- "BY ENTERING INTO THIS MOA, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOA."
- "Neither the Vendor nor its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. nor any of their respective officers, directors, agents, and employees shall be liable to the Agency for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit under this Agreement. Vendor's aggregate liability to the Agency with respect to all claims, demands, actions or losses arising as a result of or in any way connected with the performance or nonperformance by Vendor of its obligations under this MOA, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall in no event exceed with respect to each Client, the applicable LIHEAP funds provided by the Agency to Vendor under this MOA on behalf of each such Client giving rise to the claim, demand, action or loss. This paragraph will survive the termination or expiration of the MOA.
- The MOA may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is also agreed that the facsimile or electronic signature of either Party shall be binding upon the same as if signed in original.

**CONTACT INFORMATION**

The following contacts for both Parties are authorized to resolve crisis situations and make payment commitments on behalf of a client:

**Agency Key Contact Name:**

Name: Dr. James Green  
Address: 810 Datura Street, West Palm Beach, FL 33401  
Email: jgreen1@pbc.gov  
Phone: 561-355-4702

**Vendor Key Contact Name:**

Name: Jennifer Villar  
Address: 4200 W Flagler St, Miami FL 33134  
Email: jennifer.villar@fpl.com  
Phone: 305-442-5254

**IN WITNESS WHEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Memorandum of Agreement. This MOA is effective the date the last Party signs.

**ATTEST:**

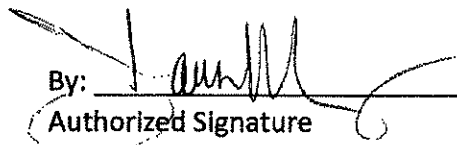
MICHEAL A. CARUSO  
CLERK of the CIRCUIT COURT  
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of  
Florida BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor


**VENDOR:**  
Florida Power & Light


By:  \_\_\_\_\_  
Authorized Signature

Dawn Nichols VP of Customer Service  
VENDOR's Signatory Name Typed

**APPROVED AS TO TERMS AND CONDITIONS:**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL**  
**Community Service Department**

Signed by:  
By:  \_\_\_\_\_  
Assistant County Attorney

DocuSigned by:  
By:  \_\_\_\_\_  
Department Director

Date: 2/16/26

Date: 2/24/2026

**Vendor Address:**

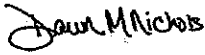
**700 Universe Boulevard  
Juno Beach, Florida 33408  
Federal ID Number: 59-0247775**

**Agency Address:**

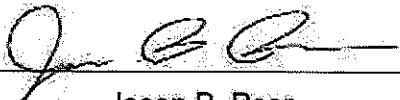
**810 Datura Street  
West Palm Beach, FL 33401**

**FLORIDA POWER & LIGHT COMPANY**  
**CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF OFFICERS**

The undersigned, Jason B. Pear, Assistant Secretary of Florida Power & Light Company, a Delaware limited liability company (the 'Company'), hereby certifies that each of the persons whose names, titles and signatures appear below is a duly appointed and acting officer of the Company and holds, on the date hereof, the office set forth opposite his or her name and the signature appearing opposite his or her name is a genuine facsimile of the signature of such officer:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Dawn Nichols	Vice President, Customer Service	 _____

IN WITNESS WHEREOF, I have hereunto signed my name on February 26, 2024.

  
\_\_\_\_\_  
Jason B. Pear  
Assistant Secretary

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT  
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Florida Power & Light  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.

*[Signature]*  
(Signature of Officer or Representative)

Dawn M. Nichols  
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this, 31<sup>st</sup> day of March, 2022, by Dawn M. Nichols

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_

*[Signature]*  
NOTARY PUBLIC (Signature)  
My Commission Expires:  
State of Florida at large



(Notary Seal)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PALM BEACH COUNTY  
AND CITY OF LAKE WORTH BEACH**

This Memorandum of Understanding (MOU) is made on the 21<sup>st</sup> day of April, 2024 between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") with its offices at 301 North Olive Avenue, West Palm Beach, FL 33401, and City of Lake Worth Beach, a Florida municipality, with offices at 7 N. Dixie Highway, Lake Worth Beach, FL 33460 (hereinafter referred to as "LWB").

**WHEREAS**, LWB provides water and electric utilities to its residents and those customers located within LWB's services areas; and

**WHEREAS**, the COUNTY's Low Income Home Energy Assistance Program (LIHEAP) administered in coordination with the Florida Department of Commerce (Florida Commerce), provides utility payment assistance to eligible customers through the State of Florida's PROMISE system; and

**WHEREAS**, LWB and the COUNTY desire to set forth the terms and conditions under which LWB may receive LIHEAP payments issued through PROMISE, subject to applicable state and program requirements; and

**WHEREAS**, LWB and COUNTY find entering this MOU is in the best interests of LWB and COUNTY and serves as valid public purpose.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, LWB and COUNTY agree as follows:

**I. Statement of Work**

LWB will provide utility services (water and electric) to eligible participants. LWB will work in conjunction with the COUNTY'S Community Action Program to process payments on behalf of low-income clients. LWB agrees to meet the following conditions in order to receive vendor payments for the home energy assistance, crisis, and weather-related categories of LIHEAP.

**II. COUNTY'S Duties**

- A. COUNTY will provide flyers, inserts, and brochures (English, Spanish and Creole) to LWB for possible distribution to potential clients. Flyers can be accessed through Palm Beach County Community Services Department's Community Action Program's website: <https://discover.pbc.gov/communityservices/communityaction/Pages/Utility-Assistance.aspx>
- B. COUNTY will make a commitment to a client's account within one hour of approving an eligible customer's LIHEAP application by sending, via email, an Approval Notice (1<sup>st</sup> time commitment letter) to the designated LWB representative(s). This commitment will be set to last up to 45 days.

- C. Only COUNTY LIHEAP processor with an active LWB representative number will have the authority to make commitments to resolve a crisis.
- D. Payment commitments made on behalf of LIHEAP-eligible customers shall be processed and issued through the Florida Commerce PROMISE system within forty-five (45) days of application approval, subject to program requirements and system processing timelines. The COUNTY shall not issue payment directly to LWB.
- E. Second time commitments will be sent by the Grant Compliance Specialist or a designee via fax to the LWB Assistance Office.
- F. COUNTY will provide an Approval Notice to the client that will include the account holder's name, the amount of the commitment, and the commitment's expiration date. The Approval Notice will state that it cannot be used to request services or demand payment from LWB.
- G. COUNTY will notify LWB of withdrawal or change of benefit amounts via email. A LIHEAP Benefit Update Form will be sent by the Grant Compliance Specialist or designee within 24 hours after identification of a change.
- H. Payments issued through the Florida Commerce PROMISE system shall be limited to the energy-related portions of a utility bill. Water or sewage charges shall not be paid, except when such charges are required by LWB to resolve an energy-related crisis and no other resources are available to cover that portion of the bill for the LIHEAP-eligible customer.
- I. Payments processed through the Florida Commerce PROMISE system shall not be made for charges resulting from illegal activities, including but not limited to bad checks or meter tampering. Such charges remain the sole responsibility of the customer.
- J. COUNTY will collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible applicant and ensure the signed releases are available for inspection by LWB.

**III. LWB'S Duties**

- A. LWB will work with COUNTY to provide appropriate bill documentation for initial deposits. The letter/bill will list the account holder's name, account number, service address, and the amount that is currently due.
- B. LWB will provide a customer service phone number that will allow the LIHEAP representative to verify account information, current amount owed and the amount needed to resolve a crisis.

- C. LWB will post a commitment to the account listed on the Approval Notice within one business day of receipt of the email message. (Possible exceptions to this include municipal-observed holidays.)
- D. If the services to the account number listed on the commitment are disconnected when LWB receives the notice, and the account is then eligible for reconnection, LWB will follow its normal reconnection schedule. Restoration will be completed within 2 hours after the reconnect order has been issued. (Possible exceptions include outages due to storm and safety conditions that would prevent LWB from reconnecting services.)
- E. LWB will consider extending a commitment made by COUNTY for an additional 30 days, upon written request from COUNTY to LWB's authorized representatives.
- F. LWB will charge eligible households through the company's normal billing process.
- G. LWB is aware that when the benefit amount does not pay for the complete charges owed by a customer, the customer is responsible for the remaining amount owed.
- H. No household receiving LIHEAP assistance will be treated adversely by LWB because of such assistance under applicable provisions of state law or public regulatory requirements.
- I. LWB will not discriminate, either in cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
- J. When a LIHEAP payment cannot be applied to a client's account, LWB will return the funds to: Palm Beach Community Action Program, Attention: Gwen Whitfield, 810 Datura Street, West Palm Beach, FL 33401. COUNTY will apply these funds to another eligible customer's account.
- K. LWB is aware that as long as signed Authorization for Release of General and/or Confidential Information for LIHEAP Data are collected and available, LWB will provide the requested customer data to the Florida Department of Economic Opportunity.
- L. LWB is a Florida municipality and is therefore not listed as a corporation with the State of Florida on <http://sunbiz.org/search.html> or SAMS at <https://sams.gov>.

**IV. Term**

This MOU shall commence on May 1, 2026 and remain in effect for an initial term of one (1) year. Upon expiration of the initial term, this MOU will automatically renew for up to four (4) successive one-year terms, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the initial term or any extended term.

**V. Agency Representatives**

For the purpose of this MOU, the agency representatives are:

**Lake Worth Beach Utilities**

Donna Ryan-Ruiz  
414 Lake Avenue  
Lake Worth, FL 33460

**Palm Beach County**

James Green  
Director, Community Services  
810 Datura Street  
West Palm Beach, FL 33401

**Signature Authority**

- VI. The officials executing this MOU warrant and represent that they are authorized by their respective entity to enter into a binding MOU.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this MOU on behalf of the COUNTY and LWBWU has hereunto set his/her hand the day and year above written.

ATTEST:  
MICHEAL A. CARUSO  
CLERK of the CIRCUIT COURT  
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of  
Florida BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO TERMS AND CONDITIONS:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL  
Department of Community Services

Signed by:  
By: Jessica Bober Rosenthal  
Assistant County Attorney

DocuSigned by:  
By: Taruna Malhotra  
Department Director



**CITY OF LAKE WORTH BEACH, a Florida municipal corporation**

ATTEST:  
By: Melissa Ann Coyne, MMC  
Melissa Ann Coyne, MMC, City Clerk

By: Betty Resch  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Elizabeth Lenihan  
Glen J. Torcivia, City Attorney

By: Yannick Ngendahayo  
Yannick Ngendahayo, Financial Services Director

Agenda Item #: 3E-2  
mw/gw ce-0  
m gm avs

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

R 2026 0020

Meeting Date: January 6, 2026

Consent

Regular

Ordinance

Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human Services and Community Action Program

I. EXECUTIVE BRIEF

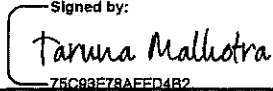
**Motion and Title: Staff recommends motion to approve:** Amendment No. 0001 to the Florida Department of Commerce (FDOC) Federally Funded Subgrant Umbrella Agreement No. E2249 (Umbrella Agreement) (R2025-1711), for the period July 1, 2025 through June 30, 2026, for the Low-Income Home Energy Assistance Program (LIHEAP) and Community Services Block Grant (CSBG) programs, which amends the LIHEAP Scope of Work and funding sources.

**Summary:** On November 18, 2025, the Board of County Commissioners (BCC) ratified the Mayor's signature on the Umbrella Agreement (R2025-1711) (CFDA No.93.568 and 93.569) with the FDOC. The FDOC issued one (1) Agreement covering both the CSBG and LIHEAP programs, along with the Notice of Grant Award/Fund Availability (NFA) to release funds, and under the new Subgrant Agreement, the County will only receive funding for the administration of the LIHEAP program, and payments for clients' services will be made directly by the State. On October 1, 2025, the FDOC issued Amendment No. 0001 to the Umbrella Agreement (Amendment), updating the LIHEAP Scope of Work and funding sources and substantially increasing the administrative, reporting, documentation, and outreach requirements over the original Umbrella Agreement. It adds extensive deliverables, increases reporting obligations, introduces performance metrics, and defines funding allocation formulas. Electric bill assistance will be provided to approximately 8,000 low-income households during Fiscal Year (FY) 2026. During Federal Fiscal Year (FFY) 2025, 5,075 households received electric bill assistance. **No County match is required. Countywide (JBR)**

**Background and Justification:** Since 1992, the Community Action Program (CAP) has administered LIHEAP, which provides utility assistance and restoration services to individuals and households living in Palm Beach County.

**Attachments:**

- 1. Amendment 0001 to the Subgrant Umbrella Agreement with FDOC

Recommended By:  12/4/2025  
Department Director Date

Approved By:  12/17/25  
Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					

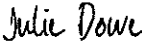
No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes X No \_\_\_\_\_  
 Does this item include the use of state funds? Yes X No \_\_\_\_\_

Budget Account No.:  
 Fund 1009 Dept 145 Unit 1471 Object Var. Program Code Var. Program Period Var.

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

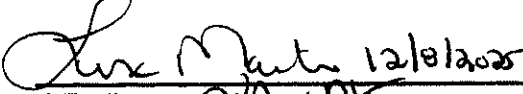
Funding is provided by the U.S. Department of Health and Human Services through the Florida Department of Commerce. There is no fiscal impact, as the amendment includes changes to the scope of work only.

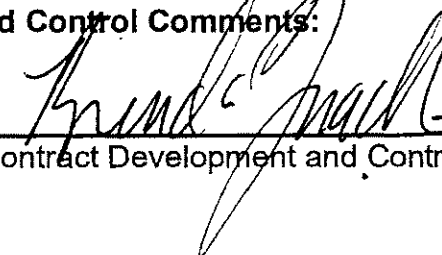
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C. Departmental Fiscal Review: \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Services

**III. REVIEW COMMENTS**

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

  
 OFMB QA 12/15  
VS 12/15

  
 Contract Development and Control 12/10/25  
26/12-8-25  
12-9-259

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

R 2026 0020  
JAN 06 2026

CFDA Number(s): 93.568, 93.569

Commerce Agreement Number: E2249

On **June 16, 2025**, the State of Florida Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and Palm Beach County ("Subrecipient") entered into an agreement awarding the Subrecipient **Agreement Number E2249** (the "Umbrella Agreement"). Commerce and Subrecipient may individually be referred to herein as "Party" or collectively as the "Parties."

**Recitals**

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

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

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

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

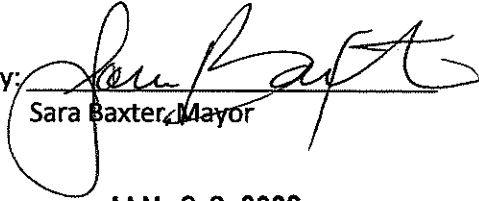
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IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Umbrella Agreement E2249 as amended. This Amendment is effective **October 1, 2025**.

R 2026 0020

**SUBRECIPIENT**  
Palm Beach County

**STATE OF FLORIDA**  
**DEPARTMENT OF COMMERCE**

By:   
Sara Baxter, Mayor

By: J. Alex Kelly  
J. Alex Kelly, Secretary

Date: JAN 06 2026

Date: 1/9/2026

59-6000785  
Federal Identification Number

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

XL2DNFMPCR44  
UEI Number

**OFFICE OF THE GENERAL COUNSEL**  
**FLORIDA DEPARTMENT OF COMMERCE**


E2249  
Agreement Number

By: Ryan Bourquin

Approved Date: 1/9/2026

**Approved as to Form and Legal Sufficiency**

Signed by:  
By: Jessica Bober Rosenthal  
Assistant County Attorney

Michael A. Caruso  
Clerk of the Circuit Court & Comptroller  
Palm Beach County  
By:   
Deputy Clerk

**Approved as to Terms and Conditions**

Signed by:  
By: Taruna Malhotra  
Department Director

**ATTACHMENT A-2**

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

**1. SUBRECIPIENT RESPONSIBILITIES**

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

**A. COMPLIANCE REQUIREMENTS**

- (1) Subrecipient shall use the LIHEAP funds to oversee the application process, manage cases for applicants and clients, and conduct outreach to provide energy assistance benefits to eligible low-income households. These funds will be spent in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, NFA(s), policies and guidance issued by Commerce, applicable federal cost principles and regulations, and the current LIHEAP State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

**B. PAYMENT AND DELIVERABLES**

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment (A-2 LIHEAP), for successful completion of the Deliverables, as solely determined by Commerce. Administrative and Outreach funds should be spent throughout the entire contract period.

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

**Deliverables:**

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

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

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

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

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

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

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

- (1) Failure to successfully complete the above Deliverables, as determined by Commerce in its sole discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with Deliverables not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of Deliverables.
- (2) Commerce will require the Subrecipient to verify that the draw down on administrative and outreach funds is consistent with the level of work being performed.
- (3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by Commerce. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

**D. DEFINITIONS**

- (1) "Administrative Expense-In-Direct" – General & Administrative (G&A) expenses, are the costs incurred for overall management and support functions. These costs are essential for day-to-day operations but are not directly attributable to delivering a specific program or service. They represent the cost of running the business itself. Such as, Personnel: salaries, wages, and benefits; Facilities: rent, utilities, and insurance; Professional Services: fees for legal, accounting, and auditing services.
- (2) "Administrative Expense-Direct" - General & Administrative (G&A) Costs that are incurred for and can be traced exclusively to a specific project, service, product, or activity. These costs would not have been incurred if the specific project or activity had not been undertaken.
- (3) "Applicant" – A person or persons who has submitted or requested an application for services.
- (4) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (5) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (6) "Client" – An Applicant, household or customer whose application for assistance has been approved.
- (7) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient must refer to the current LIHEAP Policies and Procedures Manual for current Crisis Assistance guidelines.
- (8) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by subrecipient, with an Eligible Action taken to mediate the crisis within 18 hours of the Application Receipt.  
Eligible Actions include:
  - a. Review of application and indicate if applicant needs to provide additional information.
  - b. Denial of application because applicant is deemed ineligible
  - c. Written referral and providing applicant assistance in contacting another local agency if LIHEAP

funding is not available, or the applicant is ineligible.

- (9) "Highest home energy needs" - The home energy requirements of a household are determined by considering both the energy burden of such household and the specific situation of that household, which results from having members of vulnerable populations, including very young children, individuals with disabilities, and frail older individuals.
- (10) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient may provide at least one (1) Home Energy Assistance benefit per calendar year.
  - a. The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account. It may be used to pre-pay home energy usage up to the amount the client is eligible to receive. If the vendor cannot accept credits for accounts, Subrecipients are allowed to make multiple payments per approved household until the client's Home Energy benefit award amount is reached.
  - b. Must follow the current benefit payment matrix provided by Commerce.
- (11) "Home Energy Crisis" – A situation where a household does not have or is in immediate danger of losing home energy for heating or cooling per 42 U.S.C. 8622(6), or there exists an immediate threat to life or health because of any of the following:
  - a. The Applicant's home cooling or heating energy source has been cut off;
  - b. The Applicant has been notified that the energy source for cooling or heating is going to be turned off;
  - c. The Applicant has received a notice indicating the energy source is delinquent or past due;
  - d. The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;
  - e. The Applicant has a bill for which the due date has lapsed; or
  - f. The Applicant has other issues with home cooling or heating, such as needing to pay a deposit, requiring repairs or the purchase of heating or cooling equipment, or needing temporary emergency measures to prevent further crises.
- (12) "Outreach Expenses" – Shall mean the costs incurred for the express purpose of identifying, informing, and assisting potential program beneficiaries. These expenses are directly associated with activities designed to connect the target population with program services, including application intake and initial processing.
- (13) "Reasonable Standard of Promptness" – Means within fifteen (15) business days of Application Receipt.

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

#### **E. PROGRAM TASKS & REQUIREMENTS**

- (1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in Commerce-issued NFA(s), Commerce-issued policy directives and guidance, and this Agreement.
- (2) Subrecipient shall conduct outreach activities to ensure that eligible households, especially those with elderly or disabled individuals, young children, and the highest home energy burden need, are made aware of the assistance available under this Agreement.

- (3) Subrecipient shall help each Applicant find assistance through other community resources when LIHEAP funds are unavailable or insufficient to meet the emergency home energy needs of Applicant.
- (4) Subrecipient shall maintain the following written policies:
  - a. A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
  - b. A written policy to protect Applicants' social security numbers and secure their identity. This policy must, at a minimum, address the handling of both paper and electronic records and files.
  - c. A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons and ensure crisis benefits are available year-round.
  - d. Maintain Commerce defined appeals and complaint policy that provides an opportunity for an applicant or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.
- (5) Subrecipient shall, within 15 business days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:
  - a. Name of Applicant;
  - b. Date of Application;
  - c. Type of benefit sought;
  - d. Reason(s) for denial;
  - e. Statement on Subrecipient's benefit limits, if applicable;
  - f. Statement of appeals process;
  - g. Name, phone number, and address applicable to the appeal process; and
  - h. Number of days the Applicant has to file the appeal.
- (6) Subrecipient shall pledge payment amount to energy vendors on behalf of eligible and approved applicants.
- (7) Subrecipient,, in coordination with the local WAP agency, shall develop a system by which LIHEAP clients who have received more than three (3) heating/cooling (LIHEAP Home Energy Benefit) and/or crisis benefits in the last 18 months and who are homeowners, are referred to the WAP agency. Subrecipient shall maintain records sufficient to document referrals.
- (8) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU each program year. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
- (9) Commerce shall allocate direct client assistance funds on a per-county basis for Subrecipients serving multi-county areas. The Subrecipient will be notified of the specific amounts allocated to each county via the Notice of Fund Available (NFA). The Subrecipient is required to ensure expenditures comply with this official allocation determined by Commerce.

- (10) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
- (11) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in Subparagraph (5)L., *Funding/Consideration*, of this Agreement.
- (12) Subrecipient shall refund to Commerce, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
- (13) Subrecipient shall participate in training sessions scheduled by Commerce to cover LIHEAP policies and procedures.
- (14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (15) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
- (16) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Unique Entity Identifier (UEI) number ([www.SAM.gov.com](http://www.SAM.gov.com)) and maintaining an active and current profile in the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)).
- (17) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

#### **F. CLIENT APPEALS**

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

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

#### **G. CLIENT SERVICES AND BENEFITS**

- (1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
- (2) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by Commerce. Commerce will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.

- (3) When the Applicant is in a life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 18 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
- (4) When the Applicant is in a non-life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 48 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
- (5) For all approved applications, the Subrecipient shall record pledge payments to utilities companies on behalf of approved Applicants within 24 hours from the Application Approval Date.
- (6) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.
- (7) Applicant eligibility shall be based on the following factors:
  - a. Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
  - b. The Applicant must complete an application and return or upload all required information and verification to Subrecipient or subcontractor.
  - c. The Applicant must provide an entire utility, or fuel, statement verifying an obligation to pay home energy costs.
  - d. The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
  - e. To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment (A-2 LIHEAP).
  - f. If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
    - i. The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
    - ii. The Applicant must not be a student living in a dormitory.
- (8) Calculation of income eligibility:
  - a. Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
  - b. Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
  - c. For Cooling/Heating and Crisis assistance, total household income cannot exceed the greater of an amount equal to 150 percent of Federal Poverty Guidelines (FPG) for the state for households with 9 or more individuals; or an amount equal to 60 percent of the SMI for the state for households with up to 8 individuals
  - d. If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.

- e. No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

#### **H. CLIENT RECORDS**

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

- (1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Social Security Numbers for all household members or the citation to the applicable exemption;
- (4) Income amount and method of verification for all household members;
- (5) Income documentation to support eligibility;
- (6) Signed statement of self-declaration of income, if applicable;
- (7) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (8) Documentation of disability according to the policy and procedure manual;
- (9) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
- (10) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
- (11) Data, or notation that the Client did not sign the waiver;
- (12) Utility Account Number;
- (13) Main heating fuel type such as natural gas, propane, electricity, etc.
- (14) If LIHEAP prevented disconnection or restored an energy disruption; and
- (15) An electronically signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff. This includes the electronic signature required by the Commerce-provided Case Management System either via direct applicant submission or by authorized Subrecipient employee submitting this information on behalf of an applicant.

#### **I. ENERGY VENDORS**

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

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

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

## **2. REPORTS**

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

### **A. ANNUAL REPORTS**

- (1) Most recent IRS Form 990;
- (2) LIHEAP Annual Household Report;
- (3) LIHEAP Annual Performance Measures Report;
- (4) The Subrecipient shall submit an Annual Report using Attachment G, including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

#### **1. QUARTERLY REPORTS**

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

#### **2. MONTHLY REPORTS**

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

- a. Each Monthly Financial Activity shall contain the following information, at a minimum:
  - I. An itemized list of all administrative and outreach expenditures incurred during the reporting month,
  - II. Dollar amount of administrative and outreach expenditure reimbursement requested,
  - III. Total number of clients served,

- IV. Total amount of LIHEAP approved award amounts, and
- V. All supporting documentation requested by Commerce.

- b. An authorized signatory shall sign, date, and attest to the accuracy of each Monthly Financial Activity. Submission of a signed and completed Monthly Financial Activity by the Subrecipient constitutes their acknowledgement and certification that all expenditures listed are: reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by the Subrecipient, which is readily available to Commerce upon request.
- c. Commerce shall review each Monthly Financial Activity for compliance with the requirements outlined in this Attachment (A-2 LIHEAP) of this Agreement.

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

### **3. MONITORING REPORT RESPONSES**

Subrecipient shall provide a written response to Commerce for all monitoring report findings or concerns no later than 30 calendar days from the date of the original monitoring report. Commerce shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 30th day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for Commerce's review and approval.

### **4. COST ALLOCATION PLAN**

Per title 45 C.F.R. § 75.302, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan, in accordance with 45 C.F.R. 75.415, to Commerce with this Agreement.

### **5. INDIRECT COST RATE PROPOSAL**

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with Commerce (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to Commerce with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to Commerce to that effect with this

executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

**6. OTHER REPORTS**

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

**7. CLOSE-OUT REPORT**

The LIHEAP Close-Out Report is due 45 calendar days after termination of the Agreement or 45 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the 45<sup>th</sup> calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to Commerce that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

**8. SUBMISSION**

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

**9. PROGRAM STATUTES AND REGULATIONS**

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

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

- a. 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
- b. 45 C.F.R. Part 30 - Claims Collection;
- c. 45 C.F.R. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- d. 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;

- e. 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- f. 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- g. 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
- h. 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
- i. 45 C.F.R. Part 93 - New restrictions on lobbying;
- j. 45 C.F.R. Part 95 – General Administration – Grant Programs;
- k. 45 C.F.R. Part 96 - Block Grants;
- l. 45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
- m. 2 CFR Part 25 – Universal Identifier and System for Award Management;
- n. 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
- o. 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
- p. 2 C.F.R. Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5;
- q. 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
- r. 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
- s. 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
- t. 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act.

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

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

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

**3. BONDING**

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

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

#### 4. MONITORING

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

- a. Commerce shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by Commerce of Subrecipient need.
- b. Commerce shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

#### 5. OTHER PROVISIONS

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

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

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

#### 6. LIHEAP ASSURANCES

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

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body on an annual basis, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of Commerce check the accuracy and reliability of data, promote operating efficiency and maintain compliance with prescribed management policies of Commerce.
- C. Subrecipient understands and agrees that no other federal program funds may be used to support LIHEAP Administration as per 45 CFR Part 96.30. Administrative costs for LIHEAP must be appropriately managed within the confines of LIHEAP-specific funds.
- D. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

- E. Subrecipient will give Commerce, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- F. Subrecipient will comply with all of the provisions and practices outlined in Commerce's most current Policy and Procedures, and Field Manuals.
- G. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- H. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- I. This Agreement and all its attachments are true and correct.
- J. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- K. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- L. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- M. Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

End of Attachment A-2