
**SENIOR CONNECTION CENTER/MONITORING REPORT
& ALPI'S RESPONSE**



February 15, 2016

Mr. William Holt, Chair
The Agricultural and Labor Program, Inc.
4129 57th Avenue
Vero Beach, FL 32967

Re: 2015 Contracts and Quality Assurance Annual Monitoring Report

Dear Mr. Holt:

The Senior Connection Center, Inc. has completed the annual Contracts and Quality Assurance Monitoring of the federally funded program and services provided through The Agricultural and Labor Program, Inc. The purpose of the monitoring is to determine if the EHEAP program is in compliance with applicable federal and state rules, regulations, statutes and guidelines, and to ensure that an effective service delivery system is in place, which meets the needs of the seniors authorized to receive these services.

The monitoring process this year included a review of the programmatic and fiscal requirements for the EHEAP program and services, which was accomplished using an expanded desk review, as well as an on-site visit.

Enclosed for your review is a copy of the monitoring report. As a result of the monitoring, there are two (2) findings. Please submit a written Corrective Action Plan (CAP), which addresses each finding. Your corrective action plan must be received within thirty (30) business days from receipt of this report.

We appreciate the quality of services your organization provides to the seniors and their caregivers who reside in Polk County. As always, your staff was very cooperative and helpful throughout the monitoring process. Should you have any questions regarding this report, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlotte K. McHenry".

Charlotte K. McHenry
President/CEO

Enclosure(s)

cc: Board of Directors, SCC
Advisory Council, Chair, SCC
Deloris C. Johnson, Chief Executive Officer, ALPI
Katie Parkinson, Chief Operating Officer, SCC
Phil Hollister, Director of Contracts & Quality Assurance, SCC

Senior Connection Center, Inc.
Contracts and Quality Assurance Monitoring Report
2015 Contract Year

Agency: The Agricultural and Labor Program, Inc.

Programs: Master Contract
Emergency Home Energy Assistance Program (EHEAP)

Director: Deloris C. Johnson, Chief Executive Officer

Board Chairperson: William Holt, Chair

Date of On-Site Monitoring: December 10, 2015

Date of Monitoring Report: February 15, 2016

I. Introduction and Summary

Senior Connection Center, Inc. conducted an annual Contracts and Quality Assurance (CQA) Monitoring of the federally funded EHEAP program awarded to this subrecipient during the 2015 contract year. The monitoring was conducted in accordance with commonly accepted procedures used to monitor federally funded programs.

The monitoring and review of this program included inquiries of staff, observations of practices, examination of selected records, client case file reviews, and other documentation and/or observations obtained through the expanded desk review process, which was conducted throughout the contract year. It should be noted that the tests of compliance used for this monitoring were not comprehensive in scope, and may not have identified all deficiencies.

If applicable, the monitoring also included follow-up testing of any prior year findings or recommendations to verify that effective corrective action was taken.

A copy of the Contracts and Quality Assurance Monitoring Checklist is attached to this report for your review. It identifies the items included in this monitoring review, and the compliance status of each item.

As a result of this review, SCC staff has noted two (2) findings in the following areas:

- Contracts and Quality Assurance Monitoring Checklist, Section D, Human Resource Management
- Contracts and Quality Assurance Monitoring Checklist, Section JJ, EHEAP Program Review

Any findings or recommendations noted in this report will require the timely submission of a Corrective Action Plan (CAP).

II. Contract and Program Review

The Florida Department of Elder Affairs provides federal and state funding for programs and services to older adults throughout the state of Florida by contracting these funds with designated, regional Area Agencies on Aging. The Senior Connection Center, Inc. (SCC) is the designated Area Agency on Aging for the Planning and Service Area which includes Hillsborough, Polk, Manatee, Highlands, and Hardee Counties (PSA 6). SCC provides management and oversight of these services and funds through contracts with lead agencies and local service providers in each county.

The ultimate goal of these programs and services is to provide home and community based services which provide a continuum of care to assist older adults aged 60 and over, and who may be at risk of nursing home placement, to live in the least restrictive environment suitable for their needs, ensuring the maximum independence and dignity for the individual and support for their caregivers.

At the time of this monitoring, SCC provided funding to The Agricultural and Labor Program, Inc., as follows:

- **2015-2016 Emergency Home Energy Assistance Program (EHEAP) - \$113,008.00**
Services: Energy vendor payments made to resolve emergency home energy crisis.
- **2015-2017 Master Contract (MASTER)**
Services: Federal and state regulations and requirements governing all of the above referenced contracts.

III. Findings

a. Previous Monitoring Findings and Recommendations:

N/A – New Provider.

b. 2015 Monitoring Findings and Recommendations:

The 2015 monitoring process resulted in two Findings.

A Corrective Action Plan (CAP) summarizing your agency's response to the findings shown below is required. The CAP will become part of the permanent record of this report. Please make the CAP as concise as possible, focusing only on the factual matters related to each finding and recommendation. The CAP must be received within thirty (30) business days from the date of receipt of this report. SCC staff will review the CAP, and provide approval within thirty (30) days of receipt of an acceptable plan.

2015 Finding #1: Level I Compliance Issue

Standard – Master Contract No. M-15/16-ALPI

Section 9. Background Screening

(1) The subrecipient shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The subrecipient must also comply with any applicable rules promulgated by the Department and the Agency

for Health Care Administration regarding implementation of s. 430.0502 and Chapter 435, F.S.

(2) Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>

Issue – Level II Background Screening

Provider had previously submitted the Affidavit of Compliance-Employer, dated 09/09/2015, confirming all staff meeting the definition of a direct service provider were appropriately background screened. Through a review of two staff personnel files completed at the December 10, 2015 on-site monitoring visit, SCC discovered ALPI's background screenings were completed through the Florida Department of Children & Families, not through the Department of Elder Affairs, or more recently, the Agency for Health Care Administration (AHCA).

Action Plan Required:

- Provider is required to complete background screenings through the AHCA Web Portal Clearinghouse by March 22, 2015.
- Provider to submit to SCC the results reports confirming completion of screenings
- Provider to submit to SCC a new Affidavit of Compliance-Employer
 - Follow-up was provided in a technical assistance email dated February 9, 2015 from SCC to Cheryl Burnham, Director, LIHEAP/Community Services. Information included:
 - NOI: 082615 Background Screening Clearinghouse
 - Clearinghouse Portal User Registration Guide
 - Additional training related information found on the AHCA website :
 - http://ahca.myflorida.com/MCHO/Central_Services/Background_Screening/BGS_results.shtml.

2015 Finding #2: Level I Compliance Issue

Standard – Master Contract No. M-15/16-ALPI

Section 26. Service Times and Location

(1) The subrecipient shall ensure that the services provided under the PSC are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time. (PSC=Provider Service Contract)

Standard – Amendment 001 Contract No. EH-15/16-ALPI

Section 14. Service Unit Measurement and Deliverables

(3) The subrecipient shall ensure that services under this contract are available to elders by in-person service, telephone, and/or other electronic means.

Issue – September 2015

Elder Helpline staff related to the SCC CQA Unit a concern regarding potential EHEAP clients experiencing a home energy heating or cooling emergency attempting to contact ALPI staff for assistance are not able to receive assistance in a timely manner. Callers to the ALPI EHEAP assistance line are not able to speak with an EHEAP service representative. Instead, they must select from an automated prompt menu for electric assistance. Once selected, the automated prompt instructs them to call back on Friday morning to schedule an appointment.

Potential Consumer Impact from Provider Non-Compliance

In the event of a home energy heating or cooling emergency, eligible, frail elderly residents can receive crisis benefits through EHEAP program services. Inability of consumers to make contact with an EHEAP service representative for an energy crisis intervention could possibly result in a life-threatening, medical emergency as a direct effect of having no power source in the home.

Action Previously Taken

In September this issue was initially identified as an area of concern and a conference call between SCC's CQA Unit and Cheryl Burnham occurred to discuss this concern and develop a plan for resolution. Ms. Burnham responded via email on 09/03/2015 with the following action plan to take effect immediately:

- Effective immediately, there will no longer be a designated call-in day for scheduling EHEAP appointments.
- EHEAP calls will be addressed daily and triage based on utility need
- Emergencies: No service, past due accounts will be addressed daily.
- Appointments will be scheduled based on utility bill due date.

Outcome

The above actions taken by ALPI appeared to resolve the issue. Follow-up discussion during the 2015 CQA Annual Monitoring on-site visit confirmed no further action was needed.

Update - January 2016

The CQA Unit was notified by the ADRC Information and Referral Manager that callers referred to the ALPI EHEAP assistance line indicated that they are not able to make contact with a live service representative, or make an appointment. When callers to the ALPI EHEAP assistance line select the automated prompt for electric assistance, the automated prompt instructs them to call back on Friday morning. Some clients reported they did call back on Friday morning, but were still unable to get any assistance, make an appointment or speak with EHEAP staff for information.

A CQA staff member followed-up to verify accuracy of the reports of no available assistance. Several calls were made to the ALPI EHEAP service line at various times of the day on February 3rd, 4th and 5th by SCC CQA staff as potential clients seeking energy assistance, or as family members calling on behalf of an elderly relative. The reports of clients being instructed by automated prompt to call back on Friday, not being able to make an appointment, or speak to an EHEAP service representative were confirmed.

Action Plan Required:

- Provide written explanation to SCC of the reason telephone clients were instructed to call back on Fridays to make an appointment and were not able to make contact with a live EHEAP staff person for program information and assistance.
- Review and provide to SCC a copy of the updated or revised Intake and Service Delivery Policies and Procedures.
- Provide to SCC a written plan for ALPI Supervisory review and monitoring of telephone intake system to confirm the appointment process is working appropriately.
- Provide additional staff training on client Intake and handling telephone requests for information and energy assistance.

- Provide to SCC a copy of the training materials, to include the date of training, staff sign-in sheets and specific topics covered.

IV. Issues and Challenges

No additional issues or challenges were discussed at the on-site monitoring visit.

V. Innovations and Improved Performance

None identified for this report.

VI. Technical Assistance

TA1:

Provider requested instruction on how to determine and calculate the annual kilowatt usage and cost from client's utility bill. SCC contract manager provided clarification during the agency on-site monitoring visit.

VII. Best Practices

No new best practices were identified for this report.

VIII. Summary

This SCC monitoring has revealed that The Agricultural and Labor Program, Inc. is not in compliance with the federal and state regulations and requirements governing the programs and services reviewed during this monitoring.

There are two (2) Level I Compliance Findings that will require your attention, and the submission of a Corrective Action Plan (CAP) for each finding. Please submit the CAP within thirty (30) business days from receipt of this report.

SCC appreciates the efforts being made by The Agricultural and Labor Program, Inc. to provide these critically needed services to seniors residing in Polk County, and to ensure that the services are being provided in a high quality manner. SCC staff is available to assist your organization in any way that will help you to continue to provide quality services to these seniors and their caregivers.

As always, the staff of The Agricultural and Labor Program, Inc. was accommodating and professional in preparing for this monitoring. SCC appreciates their continued commitment and dedication to serving the needs of the County's elders.

Submitted By: Martha Carson Date: 02.15.16

Reviewed By: Chip Hollitt Date: 2/15/16



Deloris C. Johnson
Chief Executive Officer

Corporate Office
300 Lynchburg Road
Lake Alfred, Florida 33850-2576
(863) 956-3491
Toll Free: 1 (800) 330-3491
Fax: (863) 956-3357
E-Mail: admin@alpi.org

**ADMINISTRATION & OPERATIONS
QUALITY CONTROL DIVISION**
ADMINISTRATION SERVICES
Budget & Finance
Human Resources
Operations and Quality Control
IT/Computer Support & Marketing

**COMMUNITY SERVICES & ECONOMIC
DEVELOPMENT DIVISION**

CSBG Services

Service Areas: Polk, Highlands
and Hendry Counties

Farmworker Emergency Services
Service Areas: Statewide

LIHEAP Services

Service Areas: Polk, Collier,
Glades, Hendry, Highlands, Martin,
and St. Lucie Counties

Housing Counseling Services
Service Area: Polk County

Training and Employment Services
Service Area: Volusia County

ALPI Technical Education Center
Service Area: Volusia County

**CHILD DEVELOPMENT &
FAMILY SERVICES DIVISION**

Head Start Services

Service Area: St. Lucie County

Early Head Start Services

Service Areas: Polk and St. Lucie Counties

Child Care

Service Areas: Polk (Frostproof)
and St. Lucie Counties

Child Care Food

Service Areas: Polk (Frostproof)
and St. Lucie Counties

Eastern Region Administration Office

2202 Avenue Q
Ft. Pierce, FL 34950
(772) 466-2631
Toll Free: 1 (800) 791-3099
Fax: (772) 464-3035

March 24, 2016

Senior Connection Center, Inc.
Attn: Charlotte K. McHenry, President/CEO
8928 Brittany Way
Tampa, FL 33619

Re: 2015 Contracts and Quality Assurance Annual Monitoring Report

Dear Ms. McHenry,

The Agricultural and Labor Program, Incorporated (ALPI) has reviewed the above referenced Monitoring Report. Based on that review, please find enclosed responses to Findings #1 and #2 with supporting documents.

Should you have any questions, please contact the Program Director, Cheryl Burnham at (863) 956-3491 ext. 224 or cburnham@alpi.org.

Sincerely,

Deloris Johnson
Chief Executive Officer
The Agricultural and Labor Program, Inc.

Cc: William Holt, Board Chair, ALPI
Al Miller, Deputy Director, Community Services/Economic Division
Cheryl Burnham, LIHEAP/EHEAP Community Services Director
Dennis Gniewek, Finance Director

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:



City of Ft. Pierce, County of St. Lucie, Department of Education (Adult Migrant Division), Florida Department of Health, Early Learning Coalition of Polk County, Florida Non-Profit Housing, Inc., St. Lucie County School Board and Early Learning Coalition of St. Lucie County, Inc.
THE AGRICULTURAL AND LABOR PROGRAM, INC. — PROVIDING A CONSTANT FLOW OF COMMUNITY SERVICES SINCE 1968
AN EQUAL OPPORTUNITY EMPLOYER

The Agricultural and Labor Program, Inc. Action Plan Response

FINDING # 1 LEVEL OF COMPLIANCE ISSUE
Standard - Master Contract No. M-15/16-ALPI Section 9. Background Screening (1) The sub recipient shall ensure that the requirements of s. 430.0402 and Ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The sub recipient must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0502 and Chapter 435, F.S.
Issue - Level II Background Screening Provider had previously submitted the Affidavit of Compliance-Employer, dated 09/09/2015, confirming all staff meeting the definition of a direct service provider was appropriately background screened. Through a review of two staff personnel files completed at the December 10, 2015 on-site monitoring visit, SCC discovered ALPI's background screenings were completed through the Florida Department of Children & Families, not through the Department of Elder Affairs, or more recently, the Agency for Health Care Administration (AHCA).
ACTION PLAN REQUIRED AND ALPI RESPONSE
ACTION PLAN REQUIRED: 1. Provider is required to complete background screenings through the AHCA Web Portal Clearinghouse by March 22, 2015.
ALPI'S Response: Upon notification of this finding at the exit interview, the Agricultural and Labor Program, Incorporated (ALPI) immediately initiated the necessary background screenings through AHCA. Those screenings have been completed.
ACTION PLAN REQUIRED: 2. Provider to submit to SCC the results reports confirming completion of screenings.
ALPI'S Response: Results confirming satisfactory completion of those screenings are attached.
ACTION PLAN REQUIRED: 3. Provider to submit to SCC a new Affidavit of Compliance-Employer.
ALPI'S Response: New Affidavit of Compliance-Employer is attached

The Agricultural and Labor Program, Inc. Action Plan Response

FINDING # 2 LEVEL OF COMPLIANCE ISSUE
Standard - Master Contract No. M-15/ 16-ALPI Section 26. Service Times and Location <i>(1) The sub recipient shall ensure that the services provided under the PSC are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time. (PSC=Provider Service Contract).</i>
Standard - Amendment 001 Contract No. EH-15/16-ALPI Section 14. Service Unit Measurement and Deliverables <i>(3) The sub recipient shall ensure that services under this contract are available to elders by in-person service, telephone, and/or other electronic means.</i>
Issue - September 2015 <i>Elder Helpline staff related to the SCC CQA Unit a concern regarding potential EHEAP clients experiencing a home energy heating or cooling emergency attempting to contact ALPI staff for assistance are not able to receive assistance in a timely manner.</i> <i>Callers to the ALPI EHEAP assistance line are not able to speak with an EHEAP service representative. Instead, they must select from an automated prompt menu for electric assistance. Once selected, the automated prompt instructs them to call back on Friday morning to schedule an appointment.</i>
ACTION PLAN REQUIRED: <i>1. Provide written explanation to SCC of the reason telephone clients were instructed to call back on Fridays to make an appointment and were not able to make contact with a live EHEAP staff person for program information and assistance.</i>
ALPI'S Response: The identified response is standard for our Low Income Home Energy Assistance Program (LIHEAP); however staff has been previously trained on the proper handling of calls from potential EHEAP clients and should have been fully aware of the appropriate handling of such calls. In the reported instance, the reason for this handling could have been attributed to a temporary staff assisting with routing telephone clients.
ACTION PLAN REQUIRED: <i>2. Review and provide to SCC a copy of the updated or revised Intake and Service Delivery Policies and Procedures.</i>
ALPI'S Response: The updated intake and Service Delivery Policies and Procedures are attached.
ACTION PLAN REQUIRED: <i>3. Provide to SCC a written plan for ALPI Supervisory review and monitoring of telephone intake system to confirm the appointment process is working appropriately.</i>
ALPI'S Response: The Program Director will be more actively involved in the oversight of EHEAP phone calls. This will include, but is not limited to, the maintaining of a daily log of EHEAP calls and the resolution thereof. Additionally, at monthly Department meetings, the LIHEAP/Community Services Director will continue to emphasize the requirements for handling of all EHEAP callers.
ACTION PLAN REQUIRED: <i>4. Provide additional staff training on client Intake and handling telephone requests for information and energy assistance.</i>
ALPI'S Response: Within two (2) days of notification of this finding, ALPI staff was retrained on the proper protocols for EHEAP clients. Additionally, ALPI retained the services of CareerSource Polk to provide specialized training to staff on March 22, 2016. See attached sign in sheet and training materials.

EHEAP (Elderly Home Energy Assistance Program) Policies and Procedures

SERVICE TIMES AND LOCATION

POLICY

To ensure that ALPI EHEAP services are available at times to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time.

PROCEDURES

When Senior calls ALPI for EHEAP service, Receptionist will inquire if there is a member (60+) in the household, if so applicant is referred to the Client Services Specialist II (CSSII) for appropriate action including but not limited to the following:

1. When appropriate and necessary, applicants are counseled on the phone and during an appointment to seek assistance prior to incurring non-energy penalties such a disconnect/reconnect fees, additional deposits, interest or late payments.
2. If it appears that the applicant meets the criteria, an appointment is made for the applicant. If applicant is unable to come to the office location, Client Services Specialist II will make a home visit to assist with the application. Applications are also accepted for 'walk-in' applicants.
3. The Client Services Specialist II assists the applicant in completing an application, pending verification of income in the household and proof of residency.
4. The Client Services Specialist II verifies applicant has not received LIHEAP crisis assistance via the Cm2020 data base. Staff also reviews CIRTSS to assure that the client has not previously received EHEAP crisis assistance during the contract season.
5. To prevent fraud and/or abuse of program funds, the staff contacts the vendor to verify the electric/gas bill, including past due amount and the minimum amount to resolve the crisis. The staff also inquires of the vendor regarding other financial assistance provided toward the applicant's bill. A Final Notice, Power Off or Proof that a Deposit is required for connection or continuation of service are the criteria required to provide EHEAP assistance in the form of utility vendor payment. For applicants in need of purchase and/or repairs of

heating/cooling equipment and related supplies, proof will be identified on an individual basis. (See *EHEAP Program Procedures Purchase and/or Repairs of Heating/Cooling Equipment and Related Supplies.*)

6. The Client Services Specialist II advises the applicant of the amount of EHEAP funds that will be paid to the vendor. If the amount is over the approved maximum amount allowed by the EHEAP contract, the applicant must show how the balance has been paid prior to assistance.
7. The Client Services Specialist II assists the applicant with the completion of an application, which is then date stamped. The staff copies all documentation required by the EHEAP program, and obtains the applicant's signature on the appropriate forms. (See *Appointment Documents required below.*) If an applicant does not have all required documentation, the staff provides a timeframe by which the applicant must submit the necessary documents via facsimile, email or in-person. The timeframe for submitting will be based upon the vendor cut-off or disconnect schedule for the individual applicant. Applicants who do not submit within the timeframe will receive a denial letter.
8. The Client Services Specialist II issues a case number and sends an approval letter to vendor via facsimile.
9. Applicants who have received more than three (3) energy benefits (EHEAP or LIHEAP) in the last (18) months and who are homeowners are referred to the WAP provider.
10. The Client Specialist II routes the completed application, which includes entry into CIRTS to the Client Services Assistant I (CSA I) for initial review which includes when necessary, errors are noted and which missing documents (if any) need to be obtained prior to signature approval. Applications are returned to Client Services Specialist II for corrections.
11. The Client Services Assistant I submits the file to the LIHEAP/Community Services Director, who review all documents to assure they meet the EHEAP requirements. Vendor Payment Check request is approved and signed.
12. The LIHEAP/Community Services Director submit file to the Division Deputy Director for final review.
13. The Client Services Assistant copies and routes financial documents to the Finance Department for vendor payment.
14. The Client Services Assistant (CSA) will place files in a dedicated EHEAP file cabinet in the secured EHEAP Office. The secured location protects the privacy of the EHEAP applicants and their household members, including protection of their social security numbers and identity.

DEPARTMENT of ECONOMIC OPPORTUNITY

MONITORING REPORT

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

March 11, 2016

Ms. Deloris Johnson
Chief Executive Director
Agricultural and Labor Program, Inc.
Post Office Box 3126
Winter Haven, Florida 33885

Re: Community Services Block Grant Contract No.14SB-0D-07-63-08-001
Community Services Block Grant Contract No.15SB-0D-07-63-08-001
Low Income Home Energy Assistance Program Contract No. 13EA-0F-07-63-08-001
Low Income Home Energy Assistance Program Contract No. 14EA-0F-07-63-08-001
Low Income Home Energy Assistance Program Contract No. 15EA-0F-07-63-08-001

Dear Ms. Johnson:

During the period of February 8-12, 2016, Mr. Gerald Durbin and Ms. Bonnie Ayers visited your agency to monitor the agreements identified above. I appreciate the cooperation your staff extended them during the visit.

The accompanying monitoring report reflects the review of three areas: Administrative Operations, Fiscal Operations, and Program Administration for the agreements noted above. Our report is based only on a sample of activities and is not intended to relieve the Recipient of its obligation to manage the grants in accordance with applicable rules and sound management practices. A "finding" relates to specific issues of noncompliance with a specific federal, state or contractual requirement. Each finding includes corrective actions that must be taken to resolve the problem. A "concern" relates to a potential problem that may result in noncompliance, questioned costs or other management issues. Each area of concern is followed by a course of recommended action that may be considered in working toward resolution of the issue. In addition, please See Attachment A for issues that may have been corrected during the monitoring, and Attachment B for Technical Assistance that is being provided for your information and possible action.

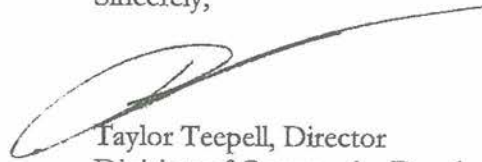
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

After your review, please share this report with your administration, board and staff members. Evidence that this report has been reviewed in its entirety by your Community Action Board is required. A copy of the minutes from the meeting at which the report was reviewed, or a letter from the Board Chair will satisfy this requirement.

A written response is due to DEO within 35 days from the date of this letter. Please send your response to Mr. Gerald Durbin at the address noted below. If you have questions about the monitoring report or any other issue, please contact either Mr. Durbin at (850) 717-8458 or by email at Gerald.Durbin@deo.myflorida.com.

Sincerely,



Taylor Teepell, Director
Division of Community Development

cc: Mr. William Holt, Board Chair

Enclosure

TT/ba

DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) MONITORING REPORT

March 11, 2016

SUBRECIPIENT: Agricultural and Labor Program, Inc.

CONTRACTS: Community Services Block Grant Program
Contract No: 14SB-OD-07-63-08-001
15SB-OD-07-63-08-001

Low-Income Home Energy Assistance Program
Contract No: 13EA-OF-07-63-08-001
14EA-OF-07-63-08-001
15EA-OF-07-63-08-001

MONITORING DATES: February 8-12, 2016

EXIT CONFERENCE ATTENDED BY:

Representing the Subrecipient:

Deloris Johnson, Chief Executive Director (Via Phone)
Twila Smith, Operations & Quality Control Department Director
Christine Samuel, Human Resources Department Director
Dennis Gniewek, Budget & Financial Department Director
Al Miller, Division Deputy Director
PaHoua Lee-Yang, CSBG/Economic Development Department
Director
Cheryl Burnham, LIHEAP/Community Services Department
Director

Representing DEO:

Gerald Durbin, Government Operations Consultant II
Bonnie Ayers, Government Operations Consultant II

PURPOSE OF THE MONITORING VISIT

Proper oversight and monitoring of CSBG funds is important in order to ensure compliance with federal and state CSBG policies, procedures and law. Monitoring can also be important in

Florida Department of Economic Opportunity; Agricultural and Labor Program, Inc.

Monitoring Report

March 11, 2016

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identifying additional controls and procedures that could strengthen a particular agency or the CSBG program overall. Under the block grant framework established in the CSBG Act, States have both the authority and the responsibility for effective oversight of eligible entities that receive CSBG funds. Section 678B of the CSBG Act (42 U.S.C. § 9914) requires State CSBG Lead Agencies to establish “performance goals, administrative standards, financial management requirements, and other requirements” that ensure an appropriate level of accountability and quality among the State’s eligible entities. In addition, per the U.S. Department of Health and Human Services’ Information Memorandum (IM) 94, “...the Community Services Network must continue to focus its efforts on strengthening overall agency governance and administration, fiscal control, program effectiveness and accountability to assure capacity to comply with all program requirements of the various programs administered by the agency.” It further stipulates that “...State...officials ...(should) reinforce the importance of effective management systems...”

Florida’s monitoring process includes reviewing the agency’s compliance with specific grant requirements, with one or more grant years reviewed during any one on-site visit. The process also includes reviewing an agency’s current performance and ongoing compliance with requirements such as board attendance, member file documentation, current policies and procedures, etc.

RESPONSIBILITIES OF THE SUBRECIPIENT

1. For each Finding or Concern noted in the three sections below (Administrative, Fiscal and Program), the Subrecipient must provide a written response and submit any backup documentation as necessary or noted to cure the Finding or Concern. This written response is due within 35 days of the date of the transmittal letter.
2. This report is to be shared with the Subrecipient’s administration, staff and board members. The Subrecipient is to submit documentation with its response that this report has been shared and discussed by the board. Minutes from the board meeting or a signed letter from the Board Chair will satisfy this requirement.
3. The Subrecipient should continue to operate its program(s) according to all applicable laws, rules, regulations and contractual requirements. If further training and technical assistance is needed, the Subrecipient should contact DEO to schedule additional on-site assistance.

RESULTS OF THE MONITORING VISIT

I. ADMINISTRATIVE OPERATIONS

The following areas of administrative operations pertaining to the actions of the community action board were reviewed: board meeting minutes for the period of October 2013 through September 2015; board attendance; current roster; board meeting packages; by-laws; personnel policies; administrative policies; personnel files and payroll.

Florida Department of Economic Opportunity: Agricultural and Labor Program, Inc.

Monitoring Report

March 11, 2016

Page 2

The Subrecipient is to be commended on their board files. They were well organized and all board seats were filled.

Finding#1: Noncompliance with Public Records Request (LIHEAP and CSBG)

Per Grant Agreement Section (6) Information Release and Public Records Requirements "Recipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request." A Public records request was not reported within the allotted timeframe to DEO. Any settlement funds may not be charged to the grant.

Corrective Action:

The Subrecipient must report all public record requests within twenty-four hours of the request being received. As a response to this finding, the Subrecipient must provide DEO with their policy to report public record requests within the required timeframe.

II. FISCAL OPERATIONS

The following areas of fiscal operations were reviewed for the CSBG and LIHEAP programs: revenue and expense statements; cost allocation methodology; general ledger trial balances and spreadsheets; personnel expenses; transaction analysis; check requisitions and accompanying documents; financial trends.

It should also be noted that the Subrecipient has made improvements in their financial department to ensure reports are received in a timely manner in the future.

Finding #2: Noncompliance with Reporting Requirements (LIHEAP and CSBG):

According to the Subrecipient's LIHEAP and CSBG Agreements, Attachment C, monthly Financial Status Reports (FSR's) are due by the 21st day of each month for expenses reported from the previous month or the next business day if the 21st falls on a weekend or holiday. In addition, the "Quarterly Florida Outcomes for Community Assistance Services (FOCAS) Reports and the LIHEAP Household Quarterly Program Report shall be provided to DEO no later than twenty-one calendar days following the end of the quarter." During the FY 2014 LIHEAP and CSBG Agreement period, the following reports were received late:

LIHEAP FSR's

June 2013- Submitted July 24, 2013
September 2013- Submitted October 28, 2013
December 2013- Submitted January 22, 2014

CSBG FSR's:

October 2013- Submitted November 26, 2013
November 2013- Submitted December 26, 2013

Florida Department of Economic Opportunity: Agricultural and Labor Program, Inc.

Monitoring Report

March 11, 2016

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December 2013- Submitted January 22, 2014
 April 2014-Submitted May 23, 2014
 June 2015-Submitted July 22, 2015

LIHEAP Quarterly Report

2nd Quarter HH Report for July-September 2013- Submitted October 23, 2013
 1st Quarter HH Report for April-June 2014- Submitted August 25, 2014
 3rd Quarter HH Report for October-December 2015- Submitted October 25, 2015

Corrective Action:

As a response to this finding, the Subrecipient must provide DEO with its policy for ensuring future compliance with programmatic reporting. Please note that the programmatic reports not submitted in compliance with your agreement could result in a finding of material weakness during the Subrecipient’s OMB Single Audit review.

III. PROGRAM OPERATIONS

The following areas of program operations for the LIHEAP and CSBG programs were reviewed: program policies and procedures; client files; sub-recipient program activities; program reports; client reporting systems; client intake policies and procedures; client eligibility determinations; National Performance Indicators and goal setting.

The Subrecipient is to be applauded on its Organization Standards being organized and accessible. The Subrecipients client files for both CSBG and LIHEAP were also well organized and included the required documentation.

Finding #3: Late Vendor Payments (LIHEAP)

DEO has been receiving complaints of vendors not receiving payments in a timely manner on various occasions. During the monitoring visit various client files were reviewed to determine the validity of the complaints. For the FY 2014 and 2015 LIHEAP Agreement, Attachment A, Section E. Client Services and Benefits (6) states “For all approved applications, Recipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date. Several client files were reviewed, the following contained late vendor payments:

Name	Vendor Notified	Vendor Paid	#of days it took to make payment
Gloria Wilson	Oct 24, 2013	Dec 27, 2013	63
Simone Aldolphe	June 10, 2015	July 28, 2015	48
Virgina Burns	Aug 1, 2013	Sept 27, 2013	56

Brenda Brooks	Oct 19, 2013	Dec 27, 2013	68
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Corrective Action:

As a response to this finding, the Subrecipient must provide DEO with their policy to submit payments to its vendor within the required 45 day time period.

ISSUE	NUMBER AND TYPE OF FINDINGS AND CONCERNS			
	Administrative	Fiscal	Program	Total
Findings	1	1	1	3
Concerns	0	0	0	0

ATTACHMENT A
Issues of Non-Compliance Corrected During Monitoring

There were no issues of non-compliance corrected during the monitoring visit.

ATTACHMENT B
Technical Assistance

**ACF ENVIRONMENTAL HEALTH & SAFETY REVIEW/
OVERVIEW OF FINDINGS**



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | 4th floor Switzer Memorial Building, 330 C Street SW, Washington DC | eclkc.ohs.acf.hhs.gov

To: Board Chairperson
Mr. William Holt
Board Chairperson
Agricultural & Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, FL 33850-2576

From: Responsible HHS Official
Dr. Blanca Enriquez
Director, Office of Head Start

Sheema Pichay for 3-9-16

Date

Overview of Findings

From 1/12/2016 to 1/15/2016, the Administration for Children and Families (ACF) conducted an Environmental Health and Safety (EnvHS) review event for the Agricultural & Labor Program, Inc. Head Start and Early Head Start programs. We wish to thank the governing body, Policy Council, staff, and parents of your program for their cooperation and assistance during the review event. This Head Start Review Event Report has been issued to Mr. William Holt, Board Chairperson, as legal notice to your agency of the results of the on-site review event.

Based on the information gathered during this review event, your Head Start and Early Head Start programs were found to be out of compliance with one or more applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. The report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. Each area of noncompliance identified in this report should be corrected within 120 days following receipt of this report.

Please contact your ACF Regional Office with any questions or concerns you may have about this report.

Distribution of the Head Start Review Report

Copies of this report will be distributed to the following recipients:

Capt. Robert Bialas, Regional Program Manager
Ms. Mercadez Estime, Policy Council Chairperson
Ms. Deloris Johnson, CEO/Executive Director
Mrs. Elizabeth Young, Head Start Director

Overview Information

Review Type:	<i>EnvHS</i>
Organization:	<i>Agricultural & Labor Program, Inc.</i>
Program Type:	<i>Head Start and Early Head Start</i>
Field Lead:	<i>Ms. Jennifer Johnston</i>
Funded Enrollment HS:	<i>691</i>
Funded Enrollment EHS:	<i>140</i>

Glossary

A glossary of terms has been included to explain the various terms used throughout this report.

Term	Definition
Compliance Measure (CM)	The specific statements that collectively assess the level of program performance for each Key Indicator, focusing on one or more Federal regulations critical to the delivery of quality services and the development of strong management systems.
Strength	A new and/or unique way of reaching the community.
Compliant	No findings. Meets requirements of Compliance Measure.
Concern	An area or areas of performance which need improvement or technical assistance. These items should be discussed with the Regional Office and do not include a timeframe for correction.
Noncompliance	A finding that indicates the agency is out of compliance with Federal requirements (including, but not limited to, the Head Start Act or one or more of the performance standards) in an area or areas of program performance, but does not constitute a deficiency. Noncompliances require a written timeline of correction and possible technical assistance (TA) or guidance from their program specialist, and if not corrected within the specified timeline, can become a deficiency.
Deficiency	<p>An area or areas of performance in which an Early Head Start or Head Start grantee agency is not in compliance with State or Federal requirements (including but not limited to, the Head Start Act or one or more of the regulations) and which involves:</p> <p>(A) A threat to the health, safety, or civil rights of children or staff;</p> <p>(B) A denial to parents of the exercise of their full roles and responsibilities related to program governance;</p> <p>(C) A failure to perform substantially the requirements related to Early Childhood Development and Health Services, Family and Community Partnerships, or Program Design and Management; or</p> <p>(D) The misuse of Head Start grant funds.</p> <p>(ii) The loss of legal status or financial viability, as defined in part 1302 of this title, loss of permits, debarment from receiving Federal grants or contracts or the improper use of Federal funds; or</p> <p>(iii) Any other violation of Federal or State requirements including, but not limited to, the Head Start Act or one or more of the performance standards of this title, and which the grantee has shown an unwillingness or inability to correct within the period specified by the responsible HHS official, of which the responsible HHS official has given the grantee written notice of pursuant to section 1304.61.</p>

Summary of Findings

Finding Type	Applicable Standards	Program Type	Grant	Timeframe	Compliance Level
Staffing and Supervision	1304.52(i)(1)(iii)	HS	04CH4739	120 days	Noncompliance
Staffing and Supervision	1304.52(i)(1)(iv)	HS	04CH4739	120 days	Noncompliance

Environmental Health & Safety

CM#	Compliance Measure	Compliance Level
EnvHS 1.1	The program provides safe, healthy, and clean environments by ensuring: <ul style="list-style-type: none"> • Safety inspections are conducted regularly • Children are not exposed to environmental toxins or pollutants • Environments are clean and sanitary • Materials, equipment and facilities are age-appropriate and accessible to children • Facilities are well maintained and in good repair • Environments are free from hazards and are designed to prevent injury or harm to children 	Compliant 1304.53(a)(10), 1304.53(a)(10)(i, iii, vi, viii, x-xii, xiv, xvi), 1304.53(a)(5, 7-8), 1304.53(b)(1)(iii), 1304.53(b)(3), 1306.35(b)(2)(i, v, vii-ix)
EnvHS 1.2	The program ensures facilities are prepared for and equipped to prevent emergencies.	Compliant 1304.22(a)(1, 3), 1304.53(a)(10)(v-vii), 1306.35(b)(1), 1306.35(b)(2)(ii-iii)
EnvHS 1.3	All facilities comply with State and local licensing requirements including, but not limited to, child care licensing, fire and building inspections, and occupancy permits.	Compliant 1306.30(e), 1306.35(d)
EnvHS 2.1	The program implements sanitation and hygiene practices to ensure the health and safety of all staff, volunteers, and children. This includes: <ul style="list-style-type: none"> • Handwashing • Cleaning of spilled bodily fluids • Diapering 	Compliant 1304.22(e)(1)(i-iv), 1304.22(e)(3-5)
EnvHS 2.2	The program's Nutrition program is designed and implemented to: <ul style="list-style-type: none"> • Comply with USDA nutrition requirements • Ensure food safety, including all meals are void of choking hazards • Ensure that breast milk and formula are handled appropriately (when applicable) • Meet the individual nutritional needs and feeding requirements of each child (including children with special dietary, medical, or disability needs) 	Compliant 1304.23(b)(1), 1304.23(b)(1)(vii), 1304.23(e)(2)
EnvHS 2.3	The program ensures the effective management of medication according to physician instructions, including proper labeling, storage, and administration.	Compliant 1304.22(c)(1-4)
EnvHS 3.1	Prior to employing an individual, the program obtains a: <ul style="list-style-type: none"> • Federal, State, or Tribal criminal record check (CRC) covering all jurisdictions in which it provides Head Start services to children • Federal, State, or Tribal CRC as required by the law of the jurisdiction in which the program provides Head Start services • CRC as otherwise required by Federal law 	Compliant 648A(g)(3)(A-C)
EnvHS 3.2	The program ensures the maintenance of appropriate class and group sizes based on	Compliant

	the predominant age of the children.	1304.52(g)(4), 1306.20(g)(1-2), 1306.32(a)(1-6)
EnvHS 3.3	The program arranges all outdoor play areas to prevent children from getting into unsafe and/or unsupervised areas. The program also ensures that children en route to play areas are not exposed to vehicular traffic without supervision.	Compliant 1304.53(a)(9), 1306.35(b)(2)(vi)
EnvHS 3.4	The program ensures children are released only to a parent, legal guardian, or other individuals as designated in writing by the parent or legal guardian.	Compliant 1310.10(g)
EnvHS 3.5	<p>PART 1304 - Program Performance Standards For Operation Of Head Start Programs By Grantees And Delegate Agencies</p> <p>1304.52 Human Resources Management.</p> <p>(i) Standards of conduct.</p> <p>(1) Grantee and delegate agencies must ensure that all staff, consultants, and volunteers abide by the program's standards of conduct. These standards must specify that</p> <p>(iii) No child will be left alone or unsupervised while under their care; and</p> <p><u>EnvHS (1/12/2016)</u></p> <p>The grantee did not ensure no child was left alone or unsupervised while under the care of staff. A child was left alone during transition to the playground.</p> <p>A review of a September 11, 2015 Incident Report provided by the Head Start Director found it stated a 4-year-old child was left unsupervised in Queen Townsend Head Start Center classroom 2 for approximately 5 to 8 minutes September 11, 2015. The Head Start Director stated teaching staff unknowingly left the child behind in the classroom as they went outdoors to the playground and said the teacher led a line of children to the playground, with the assistant teacher at the end of the line. The assistant teacher was responsible for conducting a sweep of the classroom to ensure no child was left behind; however, the procedure was not followed, and a child was left unsupervised in the classroom for up to 8 minutes. The child was found by another staff person who heard crying and found the child sitting alone in the classroom. The child was returned to the teacher and rejoined the class.</p> <p>On the day of the incident, the Child Development Services Manager met with the assistant teacher, and as a result, the assistant teacher was suspended. On September 14, 2015, the assistant teacher was terminated for violating the agency's standards of conduct. A review of the agency's standards of conduct found they stated: "Employees are expected to perform their jobs in a competent, honest, and courteous manner. Failure to do so will result in discipline up to and including termination." The standards of conduct further stated "leaving a child unattended or unsupervised for any length of time" was an offense leading to immediate termination.</p> <p>The Head Start Director stated the incident was reported to the child's parents and the Child Abuse Registry September 11, 2015. According to a representative at the Child Abuse Registry, the incident would be kept on file, but no investigation would be needed at the time. Furthermore, the incident was not reported to the Regional Office.</p> <p>The grantee did not ensure no child was left alone or unsupervised while under the care of staff; therefore, it was not in compliance with the regulation.</p> <p>Timeframe for correction: 120 days</p>	Noncompliance 1304.52(i)(1)(iii)
EnvHS 3.6	<p>PART 1304 - Program Performance Standards For Operation Of Head Start Programs By Grantees And Delegate Agencies</p> <p>1304.52 Human Resources Management.</p> <p>(i) Standards of conduct.</p> <p>(1) Grantee and delegate agencies must ensure that all staff, consultants, and volunteers abide by the program's standards of conduct. These standards must</p>	Noncompliance 1304.52(i)(1)(iv)

specify that

(iv) They will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

EnvHS (1/12/2016)

The grantee did not ensure staff used positive methods of child guidance and did not engage in corporal punishment or emotional or physical abuse. A child was bitten by a teacher in the classroom.

During an interview, the Director stated an incident of physical abuse occurred September 15, 2015. A review of an Incident Report found a child was bitten by a teacher/caregiver in classroom 4 at the Frostproof Development Center September 15, 2015. The report further stated a second teacher/caregiver in the classroom reported the incident to the Florida Department of Children and Families (DCF) instead of reporting it to her supervisor/grantee. Two DCF representatives conducted an unannounced on-site visit to investigate the allegation September 16, 2015.

The DCF representatives notified the grantee of their presence and stated they needed to question each teacher/caregiver separately. One teacher admitted to biting the child. A review of a September 16, 2015 memorandum from the Program Operations Director to the Head Start/Early Head Start Director found it stated staff "knew what happened was wrong and was not trying to be malicious but wanted to stop the child from biting by showing them what it feels like to be bitten." However, when asked about follow-up based on the child's injury, the Director was unable to provide any information.

A review of a Personnel Change Notice found the teacher was terminated September 18, 2015 for violating the agency's standards of conduct. A review of the standards of conduct found they stated: "Employees are expected to perform their jobs in a competent, honest, and courteous manner. Failure to do so will result in discipline up to and including termination." The standards of conduct further stated "threats or acts of physical violence" were offenses leading to immediate termination.

The grantee reported the incident to the child's parents September 18, 2015. However, as of the time of the current review, the incident was not reported to the Regional Office.

The grantee did not ensure staff used positive methods of child guidance and did not engage in corporal punishment or emotional or physical abuse; therefore, it was not in compliance with the regulation.

Timeframe for correction: 120 days

EnvHS 4.1	The program's vehicles are properly equipped.	Compliant 1310.10(d)(1-4), 1310.12(a), 1310.12(b)(2)
EnvHS 4.2	At least one bus monitor is aboard the vehicle at all times.	Compliant 1310.15(c)
EnvHS 4.3	Each bus monitor, before duty, has been trained on: <ul style="list-style-type: none"> • Child boarding-and-exiting procedures • Use of child restraint systems • Required paperwork • Emergency response and evacuation procedures • Use of special equipment • Child pick-up and release procedures • Pre- and post-trip vehicle checks 	Compliant 1310.17(f)(2)

EnvHS 4.4 The program ensures that persons employed to drive vehicles receive the required behind-the-wheel and classroom training before transporting children.

Compliant
1310.17(b)(1-7)

— END OF REPORT —

FY 2016 Environmental Health & Safety Monitoring Report Appendix

This appendix provides details on issues identified during observation of centers and classrooms during the Environmental Health & Safety monitoring event. The information is organized by grantee center and classroom. It includes findings associated with noncompliances and deficiencies identified in the review report as well as issues related to concerns, which do not require corrective action but may warrant attention. The Office of Head Start has provided this resource to assist grantees in continuous program improvement. The review report itself, to which this appendix is attached, remains the official, legal notice communicating findings that require correction. The federal regulations associated with each of the findings are provided in the official report. This appendix is designed to be used in conjunction with the official report.

Center	Classroom	CM	Item Type	Details
Frostproof Child Development Center	--	EnvHS1.3	Life Safety Code	Life Safety Codes recommend that exit doors have no more than one locking or latching device. All of the exterior doors had two latching devices.
George W. Truitt Family Services Center	Classroom 1	EnvHS1.3	Life Safety Code	The classroom does not have an exit that leads directly to the outside or a window for emergency rescue or ventilation. Life Safety Codes recommend that all emergency exit windows be openable from the inside without the use of tools. The classroom windows were designed to be opened from the inside, but the handle to the window was broken.
George W. Truitt Family Services Center	Classroom 4	EnvHS1.3	Life Safety Code	The classroom does not have an exit that leads directly to the outside or a window for emergency rescue or ventilation. Life Safety Codes recommend that all emergency exit windows be openable from the inside without the use of tools. The classroom windows were designed to be opened from the inside, but the handle to the window was broken.
Jumpstart Development Center	--	EnvHS1.3	Life Safety Code	Life Safety Codes recommend that exit doors have no more than one locking or latching device. All of the exterior doors had two latching devices.

**DANYA INTERNATIONAL / COMPREHENSIVE SERVICES
& SCHOOL READINESS MONITORING**

February 12, 2016

Mrs. Elizabeth Young
The Agricultural & Labor Program Inc
Grant Number: 04CH4739
300 Lynchburg Road
Lake Alfred, FL 33850

Dear Mrs. Young:

The Office of Head Start (OHS) will conduct a Comprehensive Services and School Readiness (CSSR) monitoring review of The Agricultural & Labor Program Inc / 04CH4739 during the week of April 4, 2016.

Ms. Bernadette Yarborough, an off-site Content Area Lead (CAL), has been assigned to oversee the on-site review process. Ms. Yarborough will contact you prior to the start of the review to confirm the schedule for on-site activities and discuss applicable details. She can be reached at BYarborough@danya.com.

The FY2016 Head Start Monitoring Protocol is a resourceful tool that was designed to help you prepare for your upcoming review. The protocol is available at <http://eclkc.ohs.acf.hhs.gov/hslc/grants/monitoring>. The OHS has also provided an additional resource for grantees to better understand the Aligned Monitoring System. Please visit the Virtual Expo at <https://vts.inxpo.com/Launch/Event.htm?ShowKey=21103>.

The OHS requires all programs receiving a CSSR review to upload the following documents to the Head Start Enterprise System (HSES):

- School Readiness Goals
- Daily Classroom Schedules
- Class Rosters
- Document Used to Track Teacher Qualifications
- Description of Locally Designed Curriculum (if applicable)
- Grantee Contact Information Form

Please Note: When possible, Class Rosters should be submitted in an editable Microsoft Excel® spreadsheet and only include currently enrolled children (do not include pregnant women or wait-listed/withdrawn children). The roster for each class should include the center name, class/group name, teacher's name, enrollment date and entry date. The roster should also identify children with disabilities.

For technical assistance, please contact the HSES Help Desk at Help@hsesinfo.org or call (toll-free) 1-866-771-4737 or (local) 703-528-0591, Monday-Friday, 8:00 a.m.-7:00 p.m. EST, except weekends and Federal holidays.

If you have questions or require assistance regarding your review date, please contact Danya's Review Scheduling Team at OHSMonitoring2016@danya.com or (800) 518-1932 (Option 2).

Sincerely,



Cynthia Northington
Senior Director, Operations

cc: Mr. William Holt
cc: Ms. Deloris Johnson

SCHEDULED SUMMIT PREMIUM AUDIT



SUMMIT MANAGES
RetailFirst Insurance Company
BusinessFirst Insurance Company
Retailers Casualty Insurance Company
Bridgefield Casualty Insurance Company
Bridgefield Employers Insurance Company

www.summitholdings.com

02/02/2016

The Agricultural and Labor Program, Inc.
PO Box 3126
Winter Haven, FL 33885-3126

Policy Number: 0520-26279-0000-114-1
Audit Period: 11/15/2014 to 11/14/2015

Audit scheduled for February 19, 2016 at 09:00AM

I plan to visit your office to complete a premium audit on the above named account. This physical audit is required by policy and is necessary, even if the policy is cancelled or has not been renewed.

Please call or email at least 3 days prior to the scheduled audit if you have any questions.

I may request copies of certain documents during your company's audit. Please have the following records and information available for the audit period from 11/15/2014 to 11/14/2015.

- Unemployment Compensation Tax (UCT) forms (includes state unemployment quarterly payroll tax reports and 941 report)
- Federal reports of employee income, such as Federal 1099 and 1096 forms (Unless this is a calendar year audit, please provide the report by audit period.)
- Payroll summary showing gross wages by employee for the audit period.
- To receive credit for overtime paid to employees, payroll must be listed in summary by employee job duties.
- Cash disbursement journals/General Ledger/Profit and Loss
- Bank statements and copies of cancelled checks (if requested)
- Reports from an outside payroll service, if applicable

If any subcontractors were used by your company, your company will also need to provide the following:

- Subcontractor invoices, contracts and amounts paid to each subcontractor for labor and materials.
- Valid certificates of workers' compensation insurance from subcontractors that correspond to the full period when the work was completed.

Please notify our office in advance:

- If your records are with an accountant or elsewhere or your address has changed.
- If you must reschedule, please call in advance.

Sincerely,

Linda VanDrimmelen
863-559-1487
linda.vandrimmelen@summitholdings.com

SOUTHWEST REGION

Alabama, Arkansas, Louisiana, Mississippi, Texas
PO Box 80439 • Baton Rouge, LA 70898-0439
225-926-3264 • 1-800-421-2944
Fax 225-926-4102

CORPORATE OFFICE

Florida
PO Box 988 • Lakeland, FL 33802-0988
863-665-6060 • 1-800-282-7648
Fax 863-667-1528

SOUTHEAST REGION

Georgia, Kentucky, North Carolina, South Carolina, Tennessee
PO Box 600 • Gainesville, GA 30503-0600
678-450-5825 • 1-800-971-2667
Fax 770-531-1349

DEO/2016-2017 LIHEAP CONTRACT

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number: 93.568

Agreement Number: 16EA-OF-07-63-08-001

FEDERALLY FUNDED SUBGRANT AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

THIS AGREEMENT is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and The Agricultural and Labor Program, Incorporated, hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services (HHS) administers the LIHEAP program at the Federal level, and distributes LIHEAP block grant funds to the States. The State of Florida has received these grant funds from HHS.

B. DEO is the LIHEAP grantee Recipient agency for the State of Florida, designated by HHS to receive funds annually for program purposes. DEO is authorized to distribute LIHEAP funds to the Subrecipient so that Subrecipient may provide home energy assistance benefits to eligible households.

C. Subrecipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

Subrecipient shall perform the work in accordance with Attachment A, Scope of Work, to this Agreement.

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

Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement period will begin on March 1, 2016, and will end on March 31, 2017, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either Party may request modification of the provisions of this Agreement. Except for Informal Modifications submitted in accordance with Attachment B, modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(5) AUDITS AND RECORDS

(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

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

2. Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents (\$5,000.00) or more at the time it is acquired must be retained for five years after final disposition.

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

4. Any additional Federal requirements identified in Attachment A, Scope of Work, of this Agreement.

(c) Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachment J and Attachment K to this Agreement as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

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

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance and/or Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) Subrecipient shall reimburse DEO if an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement and applicable regulations. The amount of reimbursement will be equal to the amount of funds not spent in accordance with this Agreement. Subrecipient shall send such reimbursement to DEO within thirty calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit-2, Audit Compliance Certification, of this Agreement) to audit@deo.myflorida.com. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this

requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

(6) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS:

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(b) Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) DEO may terminate this Agreement if Subrecipient refuses and/or fails to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S., Subrecipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(e) Subrecipient shall notify DEO verbally within 24 hours and in writing within 72 hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

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

(g) It is Subrecipient's duty to identify any records submitted by Subrecipient to DEO as confidential and exempt from public disclosure if those records contain trade secrets or confidential proprietary business information. Subrecipient waives any claim of exemption if Subrecipient fails to identify the legal basis for each exemption from the requirements of chapter 119, F.S. prior to submitting any such record to DEO.

(7) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

1. Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and,
2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

(c) If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C to this Agreement.

(a) 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 such reports are completed or DEO may take other action as stated in Paragraph (12) of this Agreement. "Acceptable to DEO," means that the reports were completed in accordance with the Attachments of this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as may be required by DEO.

(9) MONITORING

(a) Subrecipient 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.

(b) In addition to reviews of audits conducted in accordance with Paragraph (5) above, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient, and all subcontractors, shall comply with the most recent LIHEAP Program Monitoring Field 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 Subrecipient is appropriate, Subrecipient shall comply with any additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

(e) DEO will monitor the performance and financial management by Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(10) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

(a) Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor

and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(11) DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph (12) of this Agreement. 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 Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with 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 Subrecipient at any time during the term of this Agreement, and Subrecipient 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; or

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

(12) REMEDIES

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

(a) Terminate this Agreement, if Subrecipient has not cured the default within 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 Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
4. Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible; and

(e) Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of DEO's other remedies, either 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 Subrecipient, 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 Subrecipient.

(13) TERMINATION

(a) DEO may terminate this Agreement for cause with thirty calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (11) of this Agreement, 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 Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

(b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty calendar days prior written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.

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

(d) If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new

obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

(14) NOTICE AND CONTACT

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager and delivered by standard mail or electronic mail using the contact information provided in Subparagraph 14(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Bonnie Ayers, Grant Manager
Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: bonnie.ayers@deo.myflorida.com
Phone: 850-717-8432

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment I of this Agreement.

(d) If 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 Subparagraph (14)(a), above.

(15) SUBCONTRACTS

(a) Subrecipient shall not subcontract any of the work required under this Agreement prior to receiving DEO's confirmation that the proposed subcontract imposes the following requirements on subcontractor:

1. Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements set forth in Paragraph (5) of this Agreement.
2. Subcontractor is bound by all applicable State and Federal laws and regulations;
3. Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and

4. Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each subcontract, Subrecipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Subrecipient shall submit to DEO the completed Attachment G to this Agreement.

(16) TERMS AND CONDITIONS

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

(17) ATTACHMENTS AND EXHIBITS

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

(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 and exhibits (check all that are applicable):

- Exhibit 1 - Audit Requirements
- Exhibit 1-A – Funding Sources
- Exhibit 2 – Audit Compliance Certification
- Exhibit 3 – Federal Requirements
- Attachment A - Scope of Work
- Attachment B - Program Statutes and Regulations
- Attachment C - Reports
- Attachment D - Property Management and Procurement
- Attachment E - Statement of Assurances
- Attachment F - Warranties and Representations
- Attachment G - Certification Regarding Debarment
- Attachment H – Trafficking Victims Protection Act of 2000
- Attachment I - Subrecipient Information
- Attachment J - Budget Summary, Workplan and Deliverables
- Attachment K – Budget Detail
- Attachment L – Multi-County Fund Distribution
- Attachment M - Justification of Advance Payment

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO shall reimburse Subrecipient for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **Four Million Two Hundred Fifty Eight Thousand Four Hundred Forty Eight Dollars and Zero Cents (\$4,258,448)**, subject to the availability of funds and appropriate budget authority. Subrecipient is only authorized to incur costs in an amount not to exceed **Three Million Two Hundred Twenty Seven Thousand Nine Hundred Four Dollars and Zero Cents (\$3,227,904)**, unless otherwise notified in writing by DEO to Subrecipient's contact person identified in Attachment I. Upon receipt of notification, Subrecipient may incur costs not exceeding the amount set forth in the notification, subject to the terms of this Agreement. Subrecipient shall use the Informal Modification process identified in Attachment B prior to any change in the manner in which Subrecipient incurs costs under this Agreement, including, but not limited to, any changes to Subrecipient's budget.

(b) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment M. Attachment M will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

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

(e) 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 Budget, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Subrecipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

(f) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(g) Subrecipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Subrecipient.

(h) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

(19) REPAYMENTS

(a) 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
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

(20) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO 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 may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.

(b) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (11), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

(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 each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

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

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

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

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

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

(l) DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any

payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of: (1) five years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dils.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

(n) Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

(p) Sponsorship: As required by section 286.25, F.S., If Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.

2. Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

3. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

a. Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

b. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

c. In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

4. Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

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

(r) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

(21) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract,

grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to 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, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

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

(23) LEGAL AUTHORIZATION

(a) Subrecipient 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. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to DEO's Grant Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

(24) ASSURANCES

Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E.

(25) PURCHASING

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER

413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(26) SEVERABILITY

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

Remainder of this page intentionally left blank

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

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

SUBRECIPIENT

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

The Agricultural and Labor Program, Incorporated

(Type Legal Name of Subrecipient)

By: 

Deloris Johnson, Chief Executive Officer

(Type Name and Title Here)

Date: 2-5-16

By: 

Taylor Teepell

Director, Division of Community Development

Date: 4/7/16

59-1634148

Federal Identification Number

040210163

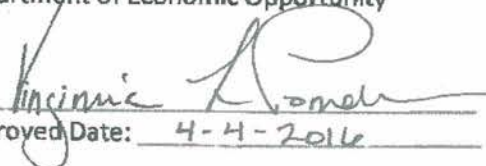
DUNS* Number

16EA-0F-07-63-08-001

Agreement Number

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

Office of the General Counsel
Department of Economic Opportunity

By: 

Approved Date: 4-4-2016

DEO/LIHEAP MODIFICATION # 4

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number: 93.568

Agreement Number: 15EA-0F-07-63-08-001

FEDERALLY-FUNDED SUBGRANT AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
MODIFICATION NUMBER [4]

THIS MODIFICATION Number [4] is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and The Agricultural and Labor Program, Incorporated, hereinafter referred to as "Recipient" (each individually a "Party" and collectively "the Parties").

WHEREAS, Section (4) of the Agreement provides that any modification of the Agreement shall be in writing and executed by the Parties;

WHEREAS, DEO and Recipient have entered into the Agreement, pursuant to which DEO has provided an Agreement of Four Million Five Hundred Fifty Five Thousand Five Hundred Seventy One Dollars and Zero Cents (\$4,555,571) to Recipient;

WHEREAS, Section H of Attachment B to the Agreement governs the retention, use, and release of Weather Related/Supply Shortage emergency assistance funds, and DEO wishes to release those funds to the Subrecipient pursuant to the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

1. The following exhibits and/or attachments to the Agreement are hereby deleted in their entirety and replaced. Any exhibit or attachment so replaced must indicate that it is a modification of the exhibit or attachment it replaces. (Check all that are applicable):

- Exhibit 1 - Audit Requirements
- Exhibit 1-A - Funding Sources
- Exhibit 2 - Audit Compliance Certification
- Exhibit 3 - Federal Requirements
- Attachment A - Scope of Work
- Attachment B - Program Statutes and Regulations
- Attachment C - Reports
- Attachment D - Property Management and Procurement
- Attachment E - Statement of Assurances
- Attachment F - Warranties and Representations
- Attachment G - Certification Regarding Debarment

- Attachment H – Trafficking Victims Protection Act of 2000
- Attachment I - Recipient Information
- Attachment J - Budget Summary, Workplan and Deliverables
- Attachment K – Budget Detail
- Attachment L – Multi-County Fund Distribution
- Attachment M - Justification of Advance Payment

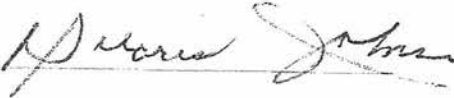
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STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
FEDERALLY FUNDED SUBGRANT AGREEMENT MODIFICATION
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Modification as of the date set forth below.

RECIPIENT

The Agricultural and Labor Program, Incorporated
(Type Legal Name of Recipient)

By: 

Deloris Johnson, Chief Executive Officer
(Type Name and Title Here)

Date: January 28, 2016

59-1634148
Federal Identification Number

040210163
DUNS* Number

15EA-0P-07-63-08-001
Agreement Number

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: 

Julie A. Dennis, Interim Director
Division of Community Development

Date: 3/14/16

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

Office of the General Counsel
Department of Economic Opportunity

By: 
Approved Date: 03/10/2016

FY2015 LIHEAP AGREEMENT
MODIFIED ATTACHMENT J
BUDGET SUMMARY, WORKPLAN AND DELIVERABLES

RECIPIENT: The Agricultural and Labor Program, Incorporated
 AGREEMENT: 15EA-01-07-63-08-001

FOR DEO USE ONLY	
Mod No:	4
Reviewed By:	[Signature]
Date Reviewed:	3-2-16

SECTION I: BUDGET SUMMARY

A. LIHEAP FUNDS ONLY	B. Last Approved Budget Amount	C. Adjustments to Approved Budget Increase/ (Decrease)	D. TOTAL AMENDED BUDGET B + C
1 LIHEAP FUNDS	4,555,571.00	0.00	4,555,571.00
ADMINISTRATIVE EXPENSES (Cell 2D cannot exceed 8.5% of Cell 1D*)			
Maximum Administrative Expenses: \$387,223.54			
2 Salaries incl Fringe, Rent, Utilities, Travel, Other	359,934.00	0.00	359,934.00
OUTREACH EXPENSES (Cell 3D cannot exceed Cell 1D minus Cell 2D times .15)			
Maximum Outreach Expenses: \$629,345.55			
3 Salaries incl Fringe, Rent, Utilities, Travel, Other	656,332.00	0.00	656,332.00
DIRECT CLIENT ASSISTANCE			
4 Home Energy Assistance <i>Cell 4D must be at least 25% of Cell 1D</i>	1,258,203.00	341,112.00	1,599,315.00
Minimum Home Energy: \$1,138,892.75			
5 Crisis Assistance	2,189,990.00	(250,000.00)	1,939,990.00
6 Weather Related / Supply Shortage / Disaster <i>Cell 6D must be at least 2% of Cell 1D</i>	91,112.00	(91,112.00)	0.00
Minimum Weather Related: \$91,111.42			
7 Subtotal Direct Client Assistance (Line 4 + Line 5 + Line 6)	3,539,305.00	0.00	3,539,305.00
10 GRAND TOTALS	4,555,571.00	0.00	4,555,571.00

SECTION II: WORKPLAN AND DELIVERABLES

Type of Assistance	Last Approved Estimated Number of Households	Amended Estimated Number of Households	Estimated Cost Per Household**	Amended Estimated Expenditures***
Summer Home Energy	1,729	2,010	313.00	629,130.00
Winter Home Energy	1,724	3,090	314.00	970,260.00
Summer Crisis	3,195	3,195	343.00	1,095,885.00
Winter Crisis	3,325	2,566	329.00	844,214.00
Weather Related/Supply Shortage	248	0	0.00	0.00
TOTAL	10,221	10,861		3,539,489.00
* If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the maximum allowed for Outreach Expenses may be increased. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for these items.				
Total of Line 2 plus Line 3 may not exceed:	\$1,016,569.09	Amount budgeted	Line 2 + Line 3 =	\$1,016,266.00
** Estimated Cost per Household must be based on the agency's historic average cost.				
*** Estimated Expenditures given in the Workplan must agree with the corresponding values on Lines 4-7.				

**MODIFIED ATTACHMENT K
ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3)**

Recipient: The Agricultural and Labor Program, Incorporated

Agreement #: 15EA-0F-07-63-08-001

Instructions: *On the form below, enter the detail of the figures listed on the Budget Summary. If more space is needed, copy this form copy; this form to another tab and name the new tabs "Budget Detail 1", "Budget Detail 2", etc.*

Line Item Number	Expenditure Detail	LIHEAP FUNDS
	(Round all line items to dollars. Do not use cents and decimals in totals. Totals must agree with Attachment J)	
	Administrative Expenses (based on 13 months)	
	Salaries and Fringes Only	
	Annual Salary	
	Deputy Director - Community/Economic Development	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(30% LIHEAP Admin; 30% CSBG; 40% Indirect)	
	\$ 76,170.00	S 13,330.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(60% LIHEAP Admin; 10% CSBG; 30% Indirect)	
	\$ 77,160.00	S 23,148.00
	LIHEAP/Community Services Director	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(40% LIHEAP Admin; 50% LIHEAP Ops; 10% CSBG)	
	\$ 64,938.00	S 15,152.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(35% LIHEAP Admin; 50% LIHEAP Ops; 10% CSBG; 5% EHEAP)	
	\$ 65,782.00	S 11,512.00
	CSBG/Economic Development Director	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(10% LIHEAP; 90% CSBG)	
	\$ 60,694.00	S 3,540.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(10% LIHEAP Admin; 90% CSBG)	
	\$ 61,483.00	S 3,074.00
	Client Services Specialist III	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(10% LIHEAP Admin; 90% LIHEAP Ops)	
	\$ 44,720.00	S 2,609.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(10% LIHEAP Admin; 80% LIHEAP Ops; 10% HUD)	
	\$ 45,301.00	S 2,265.00
	Client Services Assistant I	
	03/01/15 thru 09/30/15 (32 hrs per week)	
	(100% LIHEAP)	
	\$ 24,810.00	S 14,472.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(95% LIHEAP Admin; 5% EHEAP)	
	\$ 31,416.00	S 14,923.00
	Bookkeeper	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(30% LIHEAP Admin; 70% Indirect)	
	\$ 33,446.00	S 5,853.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(30% LIHEAP Admin; 70% Indirect)	
	\$ 33,881.00	S 5,082.00
	Bookkeeper	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(90% LIHEAP Admin; 10% CSBG)	
	\$ 31,907.00	S 16,751.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	(90% LIHEAP Admin; 10% CSBG)	
	\$ 32,321.00	S 14,544.00
	Receptionist	
	03/01/15 thru 09/30/15 (40 hrs per week)	
	(10% LIHEAP Ops; 10% CSBG; 80% Indirect)	
	\$ 29,390.00	S 1,714.00
	10/01/15 thru 03/31/16 (40 hrs per week)	
	\$ 29,772.00	

FY 2015 LIHEAP AGREEMENT

(10% LIHEAP Ops; 10% CSBG; 80% Indirect)		S	1,489.00
Office Supervisor			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 30,118.00		
(30% LIHEAP Admin; 20% CSBG; 30% LIHEAP Ops; 20% CSBG)		S	5,271.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 30,510.00		
(30% LIHEAP Admin; 20% CSBG; 30% LIHEAP Ops; 20% CSBG)		S	4,577.00
		Salaries Only	\$ 159,306.00
Fringe Benefits (FICA; Health Insurance; Retirement)			
Based on 24% of Salaries		S	38,233.00
Worker's Compensation			
Based on 2.41% of Salaries		S	3,839.00
		Total Salaries and Fringes	\$ 201,378.00
Other Administrative Expenses			
52100: Professional Services			
IT Support and shared audit expenses (Average \$100 per month)		S	1,300.00
52300: Travel			
Travel for Administrative staff (estimated 5,000 miles per year at \$4.45 per mile)		S	2,225.00
52700: Employee/Board Relations			
Attendance at Annual Board and Staff Training		S	46.00
52800: Community Relations			
Board expenses to build community support through community and Board meeting facilities and supplies including, but not limited to, pens, pencils, paper, folders, paper clips, sticky pads, and, liquid paper.		S	1,000.00
52900: Printing			
Including, but not limited to, business cards and brochures as needed to carry out program objectives		S	2,000.00
53000: Office Supplies			
Including, but not limited to, pens, pencils, file folders, labels, paper clips, toner, whiteout, writing pads, and easel pads as needed to carry out program objectives		S	4,392.00
53400: Lease/Rent - Facilities			
Rental of facility for Board and/or Council meetings		S	200.00
53500: Utilities			
Administrative Office, Lake Alfred (estimated \$358 per month)		S	4,654.00
53600: Telephone			
Administrative Office, Lake Alfred (estimated \$226 per month)		S	2,938.00
53700: Data Communication			
Internet connections at Administrative Office, Lake Alfred (estimated \$349, per month)		S	4,537.00
53800: Postage			
Self-Explanatory - Administrative Office, Lake Alfred		S	100.00
53900: Dues/Subscriptions			
Pro-rated share of membership dues in related organizations (10% of estimated \$2,000 per year)		S	200.00
54xxx: Insurance			
54010: Liability (estimated \$550 per month)		S	7,150.00
54020: Property/Building/Contents (estimated \$950 per month)		S	12,350.00

FY 2015 LIHEAP AGREEMENT

54040: Bonding (estimated \$450 per month)		\$	5,850.00
55000: In-Service Training			
FACA Conference (1 person at estimated \$500)		\$	500.00
Annual Meeting (Annual Staff Training/Board of Directors Meeting)		\$	500.00
55500: Building Maintenance/Supplies			
Including, but not limited to, cleaning supplies and equipment, cleaners, rags, mops, and, brooms (estimated \$300 per month)		\$	3,900.00
568xx: Depreciation			
56800 - Building: at \$210 for year		\$	210.00
56810 - Furniture: at \$9,400 for year		\$	9,400.00
56820 - Equipment: at \$2,100 for year		\$	2,100.00
58100: Equipment Maintenance			
Including, but not limited to, copier and fax repairs		\$	185.00
58200: Lease/Rent Equipment			
Copiers, fax machines, furniture (estimated \$125 per month)		\$	1,625.00
59700: Indirect Cost			
Based on approved rate of 16.5% of all salaries		\$	91,194.00
	Other Administrative Expenses	\$	158,556.00
	TOTAL ADMINISTRATIVE EXPENSES	\$	359,934.00
 <i>Operations Expenses (based on 13 months)</i>			
<i>Salaries and Fringes Only</i>			
	Annual Salary		
LIHEAP/Community Services Director			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 64,938.00		
(40% LIHEAP Admin; 50% LIHEAP Ops; 10% CSBG)		\$	18,940.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 65,782.00		
(35% LIHEAP Admin; 50% LIHEAP Ops; 10% CSBG; 5% EHEAP)		\$	16,446.00
Client Services Specialist III			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 44,720.00		
(10% LIHEAP Admin; 90% LIHEAP Ops)		\$	23,478.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 45,301.00		
(10% LIHEAP Admin; 80% LIHEAP Ops; 10% HUD)		\$	18,120.00
Client Services Specialist I			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 33,675.00		
(100% LIHEAP Ops)		\$	19,643.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 34,113.00		
(100% LIHEAP Ops)		\$	17,057.00
Client Services Specialist I			
03/01/15 thru 09/30/15 (32 hrs per week)	\$ 27,972.00		
(60% LIHEAP Ops; 40% DOE/EA)		\$	9,790.00
10/01/15 thru 03/31/16 (32 hrs per week)	\$ 28,336.00		
(50% LIHEAP Ops; 50% DOE/EA)		\$	7,084.00
Client Services Specialist II - Employee left January 6st - position TBA			
03/01/15 thru 09/30/15 (32 hrs per week)	\$ 25,542.00		
(100% LIHEAP Ops)		\$	16,471.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 25,878.00		

FY 2015 LIHEAP AGREEMENT

(100° LIHEAP Ops)		S	9,407.00
Client Services Specialist II			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 37,523.00		
(90° LIHEAP Ops; 10° EHEAP)		S	19,700.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 38,010.00		
(95° LIHEAP Ops; 5° EHEAP)		S	18,055.00
Client Services Specialist II			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 37,523.00		
(100° LIHEAP Ops)		S	21,888.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 38,010.00		
(84° LIHEAP Ops; 6° FNPH; 10° DOE/EA)		S	15,964.00
Client Services Specialist II			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 37,523.00		
(90° LIHEAP Ops; 10° EHEAP)		S	19,700.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 38,010.00		
(95° LIHEAP Ops; 5° EHEAP)		S	18,055.00
Client Services Specialist II - Employee left August 31st - position not be filled			
03/01/15 thru 09/30/15 (32 hrs per week)	\$ 13,241.00		
(100° LIHEAP Ops)		S	13,241.00
Client Services Specialist II			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 38,085.00		
(100° LIHEAP Ops)		S	22,216.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 38,580.00		
(100° LIHEAP Ops)		S	19,290.00
Client Services Specialist II			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 38,085.00		
(100° LIHEAP Ops)		S	22,216.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 38,580.00		
(100° LIHEAP Ops)		S	19,290.00
Client Services Specialist I			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 33,675.00		
(10° LIHEAP Ops; 90° CSBG)		S	1,964.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 34,113.00		
(10° LIHEAP Ops; 90° CSBG)		S	1,706.00
Client Services Assistant - Employee left December 11th - position TBA			
03/01/15 thru 09/30/15 (32 hrs per week)	\$ 13,637.00		
(100° LIHEAP Ops)		S	9,674.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 13,816.00		
(94° LIHEAP Ops; 6° EHEAP)		S	4,142.00
Office Supervisor			
03/01/15 thru 09/30/15 (40 hrs per week)	\$ 30,118.00		
(30° LIHEAP Ops; 20° CSBG; 30° LIHEAP Admin; 20° CSBG)		S	5,271.00
10/01/15 thru 03/31/16 (40 hrs per week)	\$ 30,510.00		
(30° LIHEAP Ops; 20° CSBG; 30° LIHEAP Admin; 20° CSBG)		S	4,577.00
		\$	393,385.00

FY 2015 LIHEAP AGREEMENT

Fringe Benefits (FICA; Health Insurance; Retirement)		
Based on 24% of Salaries	S	94,412.00
Worker's Compensation		
Based on 2.41% of Salaries	S	9,481.00
	Total Salaries and Fringes	\$ 497,278.00
Other Operations Expenses		
52100: Professional Services		
IT Support and shared audit expenses (Average \$125 per month)	S	1,625.00
52300: Travel		
Travel for Operations staff (estimated 18,000 miles per year at \$4.45 per mile)	S	8,010.00
52700: Employee/Board Relations		
Attendance at Annual Board Staff Training	S	120.00
52800: Community Relations		
Board expenses to build community support through community and Board meeting facilities and supplies including, but not limited to, pens, pencils, paper, folders, paper clips, sticky pads, and, liquid paper.	S	750.00
52900: Printing		
Including, but not limited to, business cards and brochures as needed to carry out program objectives	S	5,929.00
53000: Office Supplies		
Including, but not limited to, pens, pencils, file folders, labels, paper clips, toner, whiteout, writing pads, and easel pads as needed to carry out program objectives	S	8,020.00
53400: Lease/Rent - Facilities		
(Outreach Offices (estimated \$1,900 per month)	S	24,700.00
53500: Utilities		
Outreach Offices, Lake Alfred (estimated \$400 per month)	S	5,200.00
53600: Telephone		
Outreach Offices, inclusive of answering service (estimated \$2,200 per month)	S	28,600.00
53700: Data Communication		
Internet connections at Outreach Offices (estimated \$800, per month)	S	10,400.00
53800: Postage		
Self-Explanatory - Outreach Offices	S	2,200.00
55000: In-Service Training		
NCAF Conference (1 person at estimated \$500)	S	500.00
FACA Conference (1 person at estimated \$500)	S	500.00
Annual Meeting (Annual Staff Training/Board of Directors Meeting)	S	2,000.00
55410: Sub-Recipient Direct Services (7 Sub-Recipients serving 1150 clients)	S	34,500.00
55500: Building Maintenance/Supplies		
Including, but not limited to, cleaning supplies and equipment, cleaners, rags, mops, and, brooms (estimated \$400 per month)	S	5,200.00
58100: Equipment Maintenance		

FY 2015 LIHEAP AGREEMENT

3

Including, but not limited to, copier and fax repairs	\$	13,000.00
58200: Lease/Rent Equipment		
Copiers, fax machines, furniture (estimated \$600 per month)	\$	7,800.00
	Other Operations Expenses	\$ 159,054.00
	TOTAL OPERATIONS EXPENSES	\$ 656,332.00

NOTES:

1. The calculations for salary info from 03/01/15 thru 09/30/15 were as follows:
 - a. Use Estimated Annual Salary (EAS) accounting for 32 or 40 hour workweek
 - b. Divide EAS by 12 to estimated monthly salary
 - c. Multiply EAS by 7 for the 7-month period of 03/01/15 thru 09/30/15 for partial salary (PS)
 - d. Multiply PS by percentage assigned during the period

2. The calculations for salary info from 10/01/15 thru 03/31/16 were as follows:
 - a. Use EAS from above
 - b. Multiply by 101.3% to account for Cost of Living Adjustment (COLA) for updated salary
 - c. Divide by 2 for estimated salary for six month period of 10/01/15 thru 03/31/16
 - d. Multiply by percentage assigned during the period

3. For employees leaving employment prior to the end of this contract, salary is actual monies paid under this contract.

HUD GRANT APPLICATION

Grant Application Package

Opportunity Title:	Notice of Funding Availability (NOFA) for the Departmen
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.169
CFDA Description:	Housing Counseling Assistance Program
Opportunity Number:	FR-6000-N-33
Competition ID:	FR-6000-N-33
Opportunity Open Date:	02/18/2016
Opportunity Close Date:	04/04/2016
Agency Contact:	Jamie McAskill Ashley.A.McAskill1@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: The Agricultural and Labor Program, Incorporated

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)

HUD Applicant-Recipient Disclosure Report

Optional

Attachments

Disclosure of Lobbying Activities (SF-LLL)

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

04/01/2016

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

The Agricultural and Labor Program, Incorporated

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-1634148

* c. Organizational DUNS:

0402101630000

d. Address:

* Street1:

300 Lynchburg Rd.

Street2:

* City:

Lake Alfred

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

33850-2576

e. Organizational Unit:

Department Name:

LIHEAP/Community Services

Division Name:

Community & Economic Develop.

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Deloris

Middle Name:

* Last Name:

Johnson

Suffix:

Title: Chief Executive Officer

Organizational Affiliation:

* Telephone Number:

(863) 956-3491 ext. 206

Fax Number:

(863) 956-3357

* Email:

DJohnson@alpi.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.169

CFDA Title:

Housing Counseling Assistance Program

*** 12. Funding Opportunity Number:**

FR-6000-N-33

* Title:

Notice of Funding Availability (NOFA) for the Department's Fiscal Years 2016 and 2017 Comprehensive Housing Counseling Grant Program

13. Competition Identification Number:

FR-6000-N-33

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Provision of Housing Counseling Services

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**Applicant/Recipient
Disclosure/Update Report**

U.S. Department of Housing
and Urban Development

OMB Number: 2510-0011
Expiration Date: 12/31/2015

Applicant/Recipient Information

* Duns Number: 0402101630000

* Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

The Agricultural and Labor Program, Incorporated

* Street1: 300 Lynchburg Rd.

Street2:

* City: Lake Alfred

County:

* State: FL: Florida

* Zip Code: 33850-2576

* Country: USA: UNITED STATES

* Phone: (863) 956-3491 ext. 206

2. Social Security Number or Employer ID Number: 59-1634148

* 3. HUD Program Name:

Housing Counseling Assistance Program

* 4. Amount of HUD Assistance Requested/Received: \$ 1.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: The Agricultural and Labor Program, Incorporated

* Street1: 300 Lynchburg Rd.

Street2:

* City: Lake ALfred

County:

* State: FL: Florida

* Zip Code: 33850-2576

* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.
I certify that this information is true and complete.

* Signature:

* Date: (mm/dd/yyyy)

Al Miller

04/01/2016

DEO 2016 LIHEAP POVERTY GUIDELINES


Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Low Income Home Energy Assistance Program (LIHEAP) Subrecipients

FROM:  Jean Amison, Planning Manager
Bureau of Community Assistance

DATE: March 16, 2016

SUBJECT: FY 2016 U.S. Department of Health and Human Services Poverty Guidelines

Enclosed is a chart detailing 150% of the FY 2016 U.S. Department of Health and Human Services Poverty Guidelines. These guidelines are for use in the Low Income Home Energy Assistance Program (LIHEAP). The effective date for implementation of the poverty guidelines is April 1, 2016.

For the LIHEAP program, DEO has the responsibility for determining what constitutes income to the extent that the definition is not already contained in legislation or regulations. Enclosed is a chart which reflects income that is allowable for the LIHEAP program.

If you have any questions regarding the guidelines, please contact your DEO grant manager at (850) 717-8450.

Enclosures

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FlDEO

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**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
POVERTY INCOME GUIDELINES***

EFFECTIVE APRIL 1, 2016

PEOPLE IN THE HOUSEHOLD	150%
1	\$17,820
2	\$24,060
3	\$30,300
4	\$36,540
5	\$42,780
6	\$49,020
7	\$55,260
8	\$61,500
For each additional person in the household with more than 8 people, add:	\$ 6,240

*These figures are based on the 2016 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the *Federal Register* on January 25, 2016.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
FY 2016 SOURCES OF INCOME
EFFECTIVE APRIL 1, 2016**

INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
<ol style="list-style-type: none"> 1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings 	<ol style="list-style-type: none"> 1. <u>CAPITAL GAINS</u> .Any Assets drawn down as withdrawals from a bank, the sale of property, a house or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> <ol style="list-style-type: none"> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. <p>*Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.</p>

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX

**HOME ENERGY BENEFITS¹ AND POVERTY LEVELS
BY HOUSEHOLD SIZE AND INCOME
HOUSEHOLD INCOME IN DOLLARS PER YEAR**

NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%	At least 75% but no more than 100% Poverty	Over 100% but no more than 125% Poverty	Over 125% but no more than 150% Poverty
	Annual Income at Least but No Greater Than				
	At or Below				
1	\$5,940	\$5,941	\$8,910	\$11,881	\$14,851
2	\$8,020	\$8,021	\$12,030	\$16,041	\$20,051
3	\$10,100	\$10,101	\$15,150	\$20,201	\$25,251
4	\$12,180	\$12,181	\$18,270	\$24,361	\$30,451
5	\$14,260	\$14,261	\$21,390	\$28,521	\$35,651
6	\$16,340	\$16,341	\$24,510	\$32,681	\$40,851
7	\$18,420	\$18,421	\$27,630	\$36,841	\$46,051
8	\$20,500	\$20,501	\$30,750	\$41,001	\$51,251
9	\$22,580	\$22,581	\$33,870	\$45,161	\$56,451
10	\$24,660	\$24,661	\$36,990	\$49,321	\$61,651
11	\$26,740	\$26,741	\$40,110	\$53,481	\$66,851
12	\$28,820	\$28,821	\$43,230	\$57,641	\$72,051
13	\$30,900	\$30,901	\$46,350	\$61,801	\$77,251
14	\$32,980	\$32,981	\$49,470	\$65,961	\$82,451
15	\$35,060	\$35,061	\$52,590	\$70,121	\$87,651
16	\$37,140	\$37,141	\$55,710	\$74,281	\$92,851
17	\$39,220	\$39,221	\$58,830	\$78,441	\$98,051
18	\$41,300	\$41,301	\$61,950	\$82,601	\$103,251
19	\$43,380	\$43,381	\$65,070	\$86,761	\$108,451
20	\$45,460	\$45,461	\$68,190	\$90,921	\$113,651
LIHEAP HOME ENERGY BENEFIT¹	\$300 to \$475**		\$250 to \$425**	\$200 to \$375**	\$150 to \$325**

¹Additional Assistance if applicant household includes:

(1) Elderly	\$50
(2) Disabled	\$50
(3) Applicant with child age 5 or younger:	\$75

¹ These benefit levels are effective April 1, 2016

These figures are based upon the 2016 U.S. Department of Health and Human Services (HHS) Poverty Guidelines published in the Federal Register on January 25, 2016.

DEO 2016 CSBG POVERTY GUIDELINES

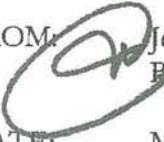
Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Community Services Block Grant (CSBG) Subrecipients

FROM:  Jean Amison, Planning Manager
Bureau of Community Assistance

DATE: March 16, 2016

SUBJECT: FY 2016 U.S. Department of Health and Human Services Poverty Guidelines

Enclosed is a chart detailing 125% of the FY 2016 U.S. Department of Health and Human Services Poverty Guidelines. These guidelines are for use in the Community Services Block Grant Program (CSBG). The effective date for implementation of the poverty guidelines is April 1, 2016.

For the CSBG program, DEO has the responsibility for determining what constitutes income to the extent that the definition is not already contained in legislation or regulations. Enclosed is a chart which reflects income that is allowable for the CSBG program.

If you have any questions regarding the guidelines, please contact your DEO grant manager at (850) 717-8450.

Enclosures

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

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FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

**COMMUNITY SERVICES BLOCK GRANT (CSBG)
125% OF THE POVERTY INCOME GUIDELINES***

EFFECTIVE APRIL 1, 2016

PEOPLE IN THE HOUSEHOLD	125%
1	\$14,850
2	\$20,050
3	\$25,250
4	\$30,450
5	\$35,650
6	\$40,850
7	\$46,050
8	\$51,250
For each additional person in the household with more than 8 people, add:	\$ 5,200

* The above figures are based on the 2016 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the *Federal Register* on January 25, 2016.

COMMUNITY SERVICES BLOCK GRANT (CSBG)

ALLOWABLE SOURCES OF INCOME

EFFECTIVE APRIL 1, 2016

<p align="center">INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)</p>	<p align="center">EXCLUDED SOURCES OF INCOME</p>
<ol style="list-style-type: none"> 1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings 	<ol style="list-style-type: none"> 1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, the sale of property, a house or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> <ol style="list-style-type: none"> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. <p>*Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.</p>

ACF-IM/CHILD NEGLECT: MANDATED REPORTING

<p style="text-align: center;">ACF Administration for Children and Families</p>	<p>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</p>	
	1. Log No. ACF-IM-HS-15-04	2. Issuance Date: 09/18/2015
	3. Originating Office: Office of Head Start	
	4. Key Word: Child Abuse; Child Neglect; Mandated Reporting	

INFORMATION MEMORANDUM

TO: Head Start and Early Head Start Grantees and Delegate Agencies

SUBJECT: Mandated Reporting of Child Abuse and Neglect

INFORMATION:

Reporting suspected abuse or neglect can protect a child—it can even save a child's life. Additionally, such reports can result in families benefiting from needed social services.

All Head Start and Early Head Start staff persons are "mandated reporters." As mandated reporters, staff members working for Head Start and Early Head Start programs are legally obligated to report suspected child abuse or neglect to the appropriate state child protection agency (see below for information about reporting requirements for Tribes*).

Staff persons are required to report incidents where there is a reasonable suspicion that abuse or neglect has occurred or there is a substantial risk that abuse or neglect may occur, either in the care of a Head Start agency or outside of the program. It is not the responsibility of the staff person or the program to investigate whether abuse or neglect actually occurred, but rather to report probable incidents. In fact, programs and individuals must not attempt to investigate; to do so can jeopardize the accuracy of the official investigation conducted by child protective services. Any employee who is the subject of a reported case of abuse or neglect must be removed from contact with children during the state investigation and until the charge is fully resolved.

To make a report, employees of non-tribal Head Start programs must first call the state's designated reporting hotline. Most **states have toll-free numbers** designated to receive and investigate reports of suspected child abuse and neglect. Tribal Head Start programs must identify the reporting agency for their jurisdiction.

Individuals reporting suspected child abuse or neglect will be asked for specific information, such as:

- The child's name and location
- The name and relationship (if known) of the person you believe may have abused or is abusing the child
- What you have seen or heard regarding the abuse or neglect
- The names of any other people who might know about the abuse
- Your name and phone number (voluntary)

Staff who need help identifying the correct agency to place the report can call the **National Child Abuse Hotline** at 1-800-4-A-CHILD (1-800-422-4453). It is important to note that calling the National Hotline does not substitute for mandated state reporting to the appropriate agency.

*American Indian Tribes must report child abuse to the local child protective services agency or the local law enforcement agency. Whether the local agencies are tribal, state, or federal depends on the local jurisdiction divisions in the area. There is also a Bureau of Indian Affairs (BIA) Indian Country Child Abuse Hotline, 1-800-633-5155, but this number does not replace calling the local child protective services agency or the local law enforcement agency.

All Head Start programs must have internal procedures in place for staff to report suspected cases of child abuse and neglect. Procedures should also include notification to the program's Regional Office immediately when a staff member or volunteer causes an incident or suspected incident. Agencies must provide training in methods for identifying and reporting suspected child abuse and neglect (45 CFR 1304.52(l)(3)(i)). Agencies may find it useful to provide employees and volunteers with an instruction sheet about the types of child abuse (physical, emotional, sexual, and neglect), signs of abuse, the agency's policy of reporting, as well as a summary of the state child abuse reporting statute. To see how your state addresses this issue, visit the [State Laws on Child Abuse and Neglect page](#) of the Child Welfare Information Gateway website.

Head Start programs are strongly reminded that staff, consultants, and volunteers are prohibited from engaging in corporal punishment, emotional or physical abuse, or humiliation of children at any time (45 CFR 1304.52(i)(1)(iv)). Head Start children should feel safe in the program setting at all times. Disciplinary action towards children cannot involve isolation, the use of food as punishment or reward, or the denial of basic needs (45 CFR 1304.52(i)(1)(iv)).

Early childhood development practices encourage staff to use prevention and redirection methods for disruptive behavior. In addition, Head Start Programs should determine the root cause of the behavior to ultimately resolve the matter. All Head Start and Early Head Start programs must have mental health consultants available who can assist them in identifying the causes of children's challenging behavior and implement appropriate strategies to ensure children and staff are safe.

Please contact your Office of Head Start Regional Office for more information on child abuse and neglect.

DCF CENTERS' INVESTIGATION



State of Florida
Department of Children and Families

Rick Scott
Governor

Mike Carroll
Interim Secretary

William S. D'Aiuto
Regional Managing Director

Confidentiality: This letter is intended for the Persons listed below. If received in error, please contact my office immediately.

December 7, 2015

ALPI
701 Hopson Rd
Frostproof, FL 33843

Reference: 2015-247400

This letter serves as notice to you that the investigation, received on 09/16/2015 involving your facility is closed.

These findings are based upon the evidence gathered during the course of the investigation. The findings have been made in accordance with DCF Operating Procedures and Chapter 39 of the Florida Statutes. DCF Operating Procedures are available for your review at http://www.state.fl.us/cf_web/. The Florida Statutes are available for your review at <http://www.flsenate.gov>.

You are permitted to obtain a copy of the summary report of the investigation, please contact the office first. This report can be obtained at my office, in person, with a valid photo ID. This report is only available for the person(s) allegedly responsible for the abuse or neglect and the parents of the children listed on the report.

Thank you for your patience and cooperation. If you have any questions, please call CPIS, Heather Recchia (863) 499-2222.

Sincerely,

Heather Recchia
Child Protective Investigations Supervisor
State of Florida Department of Children & Families

*Recchia
3/31/16*



COMPLAINT FORM

Complaint:

On September 16, 2015 at 12:31 pm a complaint was received alleging that around 8:20-8:45 am on 9/15/15, a one year old bit a student and the caregiver bit him on his arm and pushed him down. The child had injuries on his extremities. It's unknown if the injuries were a result of a willful or intentional act.

Summary:

A joint onsite visit with the other Department employee was made to the facility on September 16, 2015 at 1:30 pm. The director was not present upon arrival. The ALPI manager was present and provided access to the video of this classroom for the morning session on the date of the incident. The video showed that the teacher, Teacher 1, who was alleged to have bitten the child who is the subject of this report, was in the classroom. She was seen to be moving around the room doing various tasks. As children arrived, she was sitting them at the table and walked away. Each child was given a toy but the teacher was not watching the children and often had her back turned to them. The children were sitting at the table for over a half hour. The child who is the subject of this report was observed to reach for another child's toy several times. He then bit the other child. The staff member did not notice that this incident occurred.

Teacher 2 arrived and was observed to interact with each of the children. At this time, there were seven children. Teacher 2 left the classroom several times putting the room over ratio. Both teachers were observed to go over to the opening between there class and the other class and stand there with their backs to the children in their class. The children were still sitting at the table. The child who is the subject of this report bit the child beside him a second time. Teacher 2 was observed to respond to the incident and then Teacher 2 is observed to take the child out of camera range. She is then observed to come back to the area where the children were sitting. The child came back into the view of the camera.

Teacher 2 was spoken to. She stated that Child 1 bit a child, Child 2. She stated that she had brought Child 2 over to their classroom so Child 2 had been brought to their class. She stated that when Child 1 bit Child 2, she was going to take him to time out to show him that it should not be done. She stated that Teacher 1 took her from him and bit him on his arm. She stated that the child began crying. She stated that another teacher walked in but she does not think that she saw it.

Teacher 2 stated that Child 1 is a biter. She stated that Teacher 1 gets frustrated with the children and does not have any patience. She stated that she does not interact with the children. She stated that on this date, Teacher 1 stated that Teacher 2 told her today that she does most of the work. She stated that lately Teacher 1 has been even more easily frustrated with the children.

She stated that she did not do an incident report on the child who is the subject of this report but did one on Child 2 for being bitten by Child 1.

Teacher 2 stated that she had been concerned at the beginning of the school year because Teacher 1 would take the children into the bathroom when she was upset and the children would start crying hard. She stated that she reported it.

Teacher 1 was spoken to. She stated that they have some behavioral issues in this class and that for the past 1 ½ to 2 months they have experienced biting. She named the child who is the subject of this report as the biter. She stated that another little girl had picked up the biting from him because she is not usually aggressive. She stated that the child who is



Name: ALPI Frostproof Child Development Center License #: C10PO0002
Address: 701 Hopson Rd City: Frostproof State: FL Zip Code: 33843-9222
Type: Complaint Date: 9/16/2015

the subject of this report is very territorial. She stated that during breakfast or painting activities on the date of the incident, she heard an outburst. She stated that a child from the other class had been placed in their class and Teacher 2 told her that the child who is the subject of this report bit Child 2. She stated that she just sat him back at the table and denied biting the child. She was advised that this did not correlate with other information that had been gathered. She was given an opportunity to revise her statement but just started crying. After several minutes of crying, she was advised that the child care counselor and the other Department employee were not trying to pressure her to talk and that the interview would end. The other Department employee walked out the door first and Teacher 1 jumped up and shut the door. She then walked over to the child care counselor and put her head on the shoulder of the child care counselor. She stated that she had been too embarrassed to talk in front of the other Department employee. She stated that she was embarrassed to have bitten the child and had not done it to hurt him. She stated that she thought it might teach him a lesson. She stated that she did not do an incident report. She advised the counselor that she was having some problems at home and had gotten very little sleep. She was encouraged to take the online course for coping with challenging children. The child care counselor offered to allow Teacher 2 to talk to the director about what she had done before the child care counselor talked to her but she declined stating that she knew they were just going to fire her.

The director had arrived and the concerns observed on the video as well as the staff's admissions that she bit the child. They were requested to advise the other Department employee or the child care counselor of any action they take and a copy of the video was requested.

The child was observed at the home of the grandparents as he was not at the center. The child was observed with two bite marks on his arms. The mother stated that they could have been from his cousin as they do bite each other. She stated that she was not aware of any incident. She called out her father who had picked the child up on September 15, 2015. He stated that no one gave him an incident report or said anything about the incident. He stated that the child had a red mark on his arm and he did not question what happened. The mother was advised by the other Department employee that the child had been bitten by the teacher. The mother stated that she wants the child to return but not in the same class with this teacher.

The center terminated the employee.

The complaint was staffed.

An onsite visit was made to the facility on January 7, 2016. While there it was learned that the detective had been to the center and had stated that he was filing charges against the teacher. After consultation with the supervisor it was decided to wait until the detective could be spoken to. Contact was attempted with the detective prior to leaving the center.

Contact was subsequently made with the detective who stated that he was going to file a charge affidavit with the State Attorney. Subsequent checks with the State Attorney show that no charges have been filed by that office at this time.



Name: ALPI Frostproof Child Development Center License #: C1DPO0002
Address: 701 Hopson Rd City: Frostproof State: FL Zip Code: 33843-9222
Type: Complaint Date: 9/16/2015

Received by: Christine Wilson
Date: Wednesday, September 16, 2015

Inspected by: Vicki Richmond
Date: Wednesday, September 16, 2015



THE AGRICULTURAL AND LABOR PROGRAM, INC
HEALTH SERVICES MANAGER ACCIDENT / INCIDENT REPORT

TO: Myrna Rodriguez, Program Operations Director

FROM: Iris Rivera, Health Services Manager
Donita Brunson, Family and Community Partnership Manager
David Vargas, Family Support Services Coordinator

DATE: March 8, 2016

RE: Child Abuse & Neglect Report @
Queen Townsend II

Child Abuse & Neglect Report:

We responded to a call from the Queen Townsend II Head Center regarding allegation that one child had touched another child inappropriately and saying sexually explicit words to him. Upon arrival to the center the DCF worker, police officer and the FSSC (David Vargas) were questioning a child (Edward Robles) concerning the allegations.

The DCF and Police officer spoke with the Teacher and Teacher Assistant (See attached reports) to collect additional information.

THE AGRICULTURAL AND LABOR PROGRAM, INC.
ACCIDENT / INCIDENT REPORT

Complete for accidents/ incidents incurred by employees on the job.
Please circle either accident or incident.

Employee: Ellen Bradley

Position: CDSM II

Describe accident/incident DCF came to the center requesting to speak to a child about having been inappropriately touched by another child.

3. Employee's work schedule 8:30 - 5:30

4. Summary of accident/incident DCF spoke in the company of the police to the child, ER, the teacher Cardia Parker and the assistant Guillermina Melgoza.

5. Any violations of policies None.

6. Employee's comments David Vargas, FSSC was present during the questioning.

I do not deem this accident worthy of medical attention.
(First Aid Only)

I do wish to seek medical attention at this time.

Em Bradley 3/8/16

Employee Signature

7. Supervisor's comments Brief review with Iris Rivera and Ellen Bradley.

M Rodriguez 3/8/16

Supervisor's Signature / Date

Human Resources Director's Signature / Date

Original: Human Resources

Copy: Employee

Copy: Supervisor

Revised 2/98

THE AGRICULTURAL AND LABOR PROGRAM, INC.
ACCIDENT / INCIDENT REPORT

Complete for accidents/ incidents incurred by employees on the job.
Please circle either accident or incident.

Employee: Cardia Parker Position: Teacher

Describe accident/incident I spoke with DCF regarding ER. DCF worker asked about incidents involving ER and some of his peers. DCF worker inform of incident when ER kiss a boy on playground months ago and when KM said something inappropriate to ER. over →

3. Employee's work schedule 9A-5p

4. Summary of accident /incident

5. Any violations of policies

6. Employee's comments I did not see Edward or any kids in classroom touch each other inappropriately.

I do not deem this accident worthy of medical attention.
(First Aid Only)

I do wish to seek medical attention at this time.

Cardia Parker
Employee Signature

7. Supervisor's comments N/A DCF talked to Mrs. Bradley

Mary A. Bunnor 3/8/2016
Supervisor's Signature / Date

Human Resources Director's Signature / Date

Original: Human Resources
Copy: Employee
Copy: Supervisor

When I asked Edward did someone touch him, Edward pointed to his stomach and stated JS hit him while he was washing his hands.

THE AGRICULTURAL AND LABOR PROGRAM, INC.
ACCIDENT / INCIDENT REPORT

Complete for accidents/ incidents incurred by employees on the job.
Please circle either accident or incident.

Employee: Gullemina Melgosa Position: Teacher's Ass.

Describe accident/incident DCF and Police talk to us about inappropriate touch an one child to another

3. Employee's work schedule 8:00 to 4:00

4. Summary of accident /incident

5. Any violations of policies

6. Employee's comments I told him I never seem anything like that

I do not deem this accident worthy of medical attention.
(First Aid Only)

I do wish to seek medical attention at this time.

Gullemina Melgosa
Employee Signature

7. Supervisor's comments

Am. Bradley 3/8/16
Supervisor's Signature / Date

Human Resources Director's Signature / Date

Original: Human Resources
Copy: Employee
Copy: Supervisor

OFFICE OF THE STATE ATTORNEY, TENTH JUDICIAL CIRCUIT
State Attorney Jerry Hill

AK.
3/9/16

Polk, Highlands, and Hardee Counties

Main Office
255 North Broadway Avenue, 2nd Floor
Drawer SA, P.O. Box 9000
Bartow, Florida 33831-9000 • (863) 534-4800
www.sao10.com



Lakeland Branch Office
930 East Parker Street, Suite 238
Lakeland, Florida 33801 • (863) 802-6240

Winter Haven Branch Office
3425 Lake Alfred Road 9, Gill Jones Plaza
Winter Haven, Florida 33881 • (863) 401-2477

03/09/2016

ANGEL PEREZ
C/O PARENT OR GUARDIAN
701 HOPSON ROAD
FROSTPROOF, FL 33843

RE: Investigation of: CAROLYN DIANE GAINES, 53-2016-SC-000025-A000-CA
Agency Case#: PCSO 2015-041726

Dear ANGEL PEREZ

After reviewing police reports, CPT/DCF reports and statements given by witnesses in the above referenced case, the case is being declined at this time. If you would like to discuss any aspect of this decision or to discuss any aspect of this case, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Valk", with a large flourish extending to the right.
Assistant State Attorney

/mcp

cc: DET STEVEN L VALK
David Acevedo, CPT

Memo

To: Myrna Rodriguez-Program Operations Director
From: Alisa Thornton-Early Childhood Development & Education Services Manager
cc: Elizabeth Young-Deputy Director
Date: March 31, 2016
Re: Incident reported by parent

Around 3:45 pm on March 31, 2016, I and Latonya Robinson met with the parent Estercio Connelly pertaining to a concern she had about the education/development of her son as well as physical incidents that had been occurring in the classroom. Mrs. Connelly started off discussing concerns she had with her son about his progression towards being ready for kindergarten. She stated that she did not feel like he was ready and she had major concerns with his development. She discussed her last meeting with the teacher on his progress and noted that he was not making the necessary progressions as well as the teacher had incorrectly scored some of the assessment. I reassured Mrs. Connelly, that I will pull her son's education assessment and review myself and provide additional assistance.

Mrs. Connelly then stated that the issue above was little but she has a bigger issue of the teacher assistant Mrs. Jordan pinching/pulling her son's ear and throwing insects (spiders) on him. Mrs. Connelly state that she overheard a conversation her son was having with her daughter about what happens to the bad children in his classroom and this prompted her to ask more information, which the child did not disclose to her at the time. Mrs. Connelly then said she decided to have a friend to ask her child questions about what happens to the children in his classroom that are bad. She stated the child told the friend that Mrs. Jordan pulls his ear, pinches him and threatens to put spiders that she have in her pocket on the bad children. It was also stated that he was one of the bad children. Mrs. Connelly, also stated that the center manager Mrs. Johnson, texted her a picture of her child, appearing very upset next to a computer that was destroyed. She stated that Mrs. Johnson said that her child had just destroyed the computer in the classroom and he was not able to be consoled. Mrs. Connelly stated that when she looked at the picture she noticed that the clothes her child had on was not the clothes he had worn to school. She then called the school to question the manager and teacher about the date of the incident. The manager stated that the incident had just occurred. With further discussion into the incident, it was determined that the incident had occurred the day before and not the date of the text. Mrs. Connelly stated that she was upset about this because she at an appointment but decided to leave to pick up her child. Mrs. Connelly stated that after this incident, she removed her child and he has not been to school since Monday.

After Mrs. Connelly reported this incident to Latonya and I, she stated that she does not want anyone to get into trouble. I did remind her that as per my position, I am a mandated reporter and I must report this incident according to the law and agency policy. She acknowledged the fact that I was going to report the incident and I ended the conversation by stating that I will follow up of her child's education needs/concerns and will be in contact with her as soon as I review and analyze the information to provide her with further assistance.

**DEPT. OF AGRICULTURE/SOLICITATION OF
CONTRIBUTION**

(Conflict of Interest)

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com



DIVISION OF CONSUMER SERVICES
2005 APALACHEE PKWY
TALLAHASSEE FL 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

April 4, 2016

Refer To: DTN2784850 CH2137

AGRICULTURAL AND LABOR PROGRAM, INC.
PO BOX 3126
WINTER HAVEN, FL 33885-3126

Re: Application Under Solicitation of Contributions Act DTN: 2784850
First Notice of Deficiency

Dear Applicant:

The Department received your application submitted under Chapter 496, Florida Statutes, the Solicitation of Contributions Act. The application is deficient for the following reasons:

1. A certification, signed by at least one board member attesting that all directors, officers, and trustees of the charitable organization have read and understand the conflict of interest policy, was not provided.

Pursuant to Chapter 496, Florida Statutes, this Notice is provided within 15 working days of receiving your application to enable you to correct the cited deficiencies for further review by the Department. Your response to this letter should reference DTN 2784850 and resolve each deficiency cited above; do not submit a partial response.

If you do not correct these deficiencies within 30 days from receiving this Notice your application will be denied and the Department will pursue its available legal remedies. Soliciting Contributions from persons in Florida, or from a physical location in Florida, without being properly registered is a violation of Chapter 496, Florida Statutes.

Thank you for your attention to this matter. If you have any questions regarding your application/filing, please contact the undersigned at the number listed below.

Sincerely,

Karena Jackson

Karena Jackson
Regulatory Consultant
850-410-3698
Fax: 850-410-3804
karena.jackson@freshfromflorida.com

CONFLICT OF INTEREST CERTIFICATION

This will certify that _____ has adopted

NAME OF ORGANIZATION

a policy regarding conflict of interest transactions. The policy has been read and is understood by all of the directors, officers and trustees of the organization. (s.496.405, F.S.)

NAME

SIGNATURE

1.		
2.		
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18.		

(continue on additional pages if necessary)



Deloris C. Johnson
Chief Executive Officer

March 15, 2016

Corporate Office
300 Lynchburg Road
Lake Alfred, Florida 33850-2576
(863) 956-3491
Toll Free: 1 (800) 330-3491
Fax: (863) 956-3357
E-Mail: admin@alpi.org

CERTIFICATION OF COMPLIANCE

**ADMINISTRATION & OPERATIONS
QUALITY CONTROL DIVISION**
ADMINISTRATION SERVICES
Budget & Finance
Human Resources
Operations and Quality Control
IT/Computer Support & Marketing

To Whom It May Concern:

I certify that The Agricultural and Labor Program, Inc., has in place, a Conflict of Interest Policy.

**COMMUNITY SERVICES & ECONOMIC
DEVELOPMENT DIVISION**
CSBG Services
Service Areas: Polk, Highlands
and Hendry Counties

All of the Board's Officers and Directors are in compliance with this policy.

Farmworker Emergency Services
Service Areas: Statewide

Sincerely,

LIHEAP Services
Service Areas: Polk, Collier,
Glades, Hendry, Highlands, Martin,
and St. Lucie Counties

Deloris Johnson
Chief Executive Officer

Housing Counseling Services
Service Area: Polk County

Training and Employment Services
Service Area: Volusia County

ALPI Technical Education Center
Service Area: Volusia County

DJ/ts

**CHILD DEVELOPMENT &
FAMILY SERVICES DIVISION**
Head Start Services
Service Area: St. Lucie County

Early Head Start Services
Service Areas: Polk and St. Lucie Counties

Child Care
Service Areas: Polk (Frostproof)
and St. Lucie Counties

Child Care Food
Service Areas: Polk (Frostproof)
and St. Lucie Counties

Eastern Region Administration Office
2202 Avenue Q
Ft. Pierce, FL 34950
(772) 466-2631
Toll Free: 1 (800) 791-3099
Fax: (772) 464-3035

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:



City of Ft. Pierce, County of St. Lucie, Department of Education (Adult Migrant Division), Florida Department of Health, Early Learning Coalition of Polk County, Florida Non-Profit Housing, Inc., St. Lucie County School Board and Early Learning Coalition of St. Lucie County, Inc.
THE AGRICULTURAL AND LABOR PROGRAM, INC. — PROVIDING A CONSTANT FLOW OF COMMUNITY SERVICES SINCE 1968
AN EQUAL OPPORTUNITY EMPLOYER

EEOC/NOTICE OF RIGHT TO SUE

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Jacqueline Plasencia
 2296 Sw Plymouth Street
 Port St Lucie, FL 34953

From: Miami District Office
 Miami Tower, 100 S E 2nd Street
 Suite 1500
 Miami, FL 33131

On behalf of person(s) aggrieved whose identity is
 CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
510-2014-02564	Yolanda Ramirez, Investigator	(305) 808-1767

(See also the additional information enclosed with this form)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

- More than 180 days have passed since the filing of this charge.
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed to 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court **WITHIN 90 DAYS** of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Ozzie L. Black

Ozzie L. Black,
Acting District Director

AUG 05 2015

(Date Mailed)

Enclosures(s)

cc: Deloris Johnson
 Chief Executive Officer
 HEAD START AGRICULTURE & LABOR
 505 N. 7th Street
 Fort Pierce, FL 34950

Yolando Hewling, Esq.
 ROSENTHAL, LEVY, SIMON & RYLES
 1660 SW St. Lucie West Blvd., Ste. 300
 Port St Lucie, FL 34986

INFORMATION RELATED TO FILING UNDER THE LAWS ENFORCED BY THE EEOC

*(This information relates to filing suit in Federal or State court under Federal law.
If you also plan to sue claiming violations of State law, please be aware that time limits and other
provisions of State law may be shorter or more limited than those described below.)*

PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act (GINA), or the Age Discrimination in Employment Act (ADEA):

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge within 90 days of the date you receive this Notice. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed within 90 days of the date this Notice was mailed to you (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit before 7/1/10 -- not 12/1/10 -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have a questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.

LAW OFFICES OF
JONATHAN K. THIELE
Attorney at Law

PO Box 5977
Lakeland FL 33807-5977
5410 South Florida Avenue Suite 4
Lakeland, Florida 33813
Telephone: (863) 937-6861

November 19, 2015

Ozzie Black
Acting Director, EEOC
100 SE 2 St Suite 1500
Miami FL 33131

Dear Mr. Black:

On October 30, 2015, I sent a request to your Investigator Ramirez via first class mail, and via email. A copy is enclosed. I have not received any response. Please look into this matter and provide me with the requested Notice of Right to Sue.

Very truly yours,

Jonathan K. Thiele

Encl.

c: Robert Weisberg, Regional Attorney,
with enclosure

JT/skt

510 -
2014 -
02564

Yolanda Ramirez

Received
NOV 23 2015
EEOC Miami District Office

MIAMI DISTRICT OFFICE
S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

MIAMI TOWER
100 SOUTH EAST 2nd STREET
SUITE 1500
MIAMI, FLORIDA 33131

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300



02 1P
\$ 000.
0000808295 MAR 08
MAILED FROM ZIP CODE 3

Law Offices of
Jonathan K. Thiele
P.O. Box 5977
Lakeland, FL 33807-3977

3380735977 8006

NONPROFIT VOTE/Being Nonpartisan
(Guidelines for 501(c)(3))

LAW OFFICES OF
JONATHAN K. THIELE
Attorney at Law

Office Address:
5410 South Florida Avenue
Suite 4
Lakeland, Florida 33813
Telephone: (863) 937-6861

Mailing Address:
PO Box 5977
Lakeland, Florida 33807-5977

March 18, 2016

Deloris Johnson
C.E.O., Agricultural and
Labor Program, Inc.
Lake Alfred, Florida
Via email: djohnson@alpi.org

RE: NONPROFIT VOTE/ Being Nonpartisan: Guidelines for 501(c)(3)
Nonprofits

Dear Ms. Johnson:

I learned of the following guidelines for the first time in yesterday's webinar. It was more specific and informative than the previous one, a year-and-a-half ago.

Staff at work are allowed to express party and candidate preferences and even wear candidate buttons on clothing. Signs and bumper stickers inside the office should be prohibited. Bumper stickers on personal vehicles are fine.

Voter education efforts are all OK if we stick to the, "how, when and where," information. Distribution of Voter Guides are OK so long as they list all the candidates for particular offices. Distributing official party platforms also OK as long as all parties who are registered with the Elections Office are included.

ALPI is prohibited from providing rides to the polls due to the enabling legislation for HS/EHS and CSDBG programs.

Staff and Board members may engage in any political activity on their own when not at work or not engaged in an ALPI activity. However, the overuse of a personal social media account, i.e., Facebook/Twitter, etc., for posting ALPI publicity or information, can cross the line into prohibited political activity where the individual also posts personal political and partisan preferences on the same account. Otherwise, individual staff and Board members may post anything on their personal social pages. An exception was suggested regarding the CEO however; since you are so closely identified with your position as head of the organization you should not post personal partisan political views on your pages.

Very truly yours,

Jonathan Thiele

Jonathan K. Thiele

**FL HEALTH / MEMORANDUM-PROMPT PAYMENT OF
CATRERERS & FOOD DISTRIBUTORS**

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
Interim State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

CHILD CARE FOOD PROGRAM MEMORANDUM

DATE: March 22, 2016
 TO: Child Care Food Program Contractors
 FROM: Maria Williamson, M.S., R.D., L.D. *mw*
 Chief, Bureau of Child Care Food Programs
 SUBJECT: Prompt Payment to Caterers and Food Distributors

Most Child Care Food Program (CCFP) contractors promptly pay caterers and food distributors for invoices pertaining to allowable CCFP costs. However, our office is aware that some institutions fail to pay their caterers or food distributors in a timely manner. If you are a sponsoring organization, ensure that any facilities with their own catering contract promptly pay their caterer.

The permanent contract between the Department of Health and CCFP contractors states that all supplier (e.g. a food distributor) or subcontractor (e.g. a CCFP caterer) invoices for CCFP claimed costs must be paid by the **invoice payment due date or within five business days after receipt of CCFP reimbursement, whichever is earlier.** The date the CCFP contractor receives the direct deposit notice or check in the mail is the date reimbursement is considered received from the Department.

The Department will take appropriate administrative action if payment(s) to supplier(s) or subcontractor(s) for program services provided are not paid according to the terms of the CCFP permanent contract. **This administrative action could include a Notice of Serious Deficiency and possibly lead to the disqualification of the contractor and its responsible principals and individuals and placement of the institution, its responsible principals and individuals on the National Disqualified List (NDL).** Once on the NDL, neither the institution nor its responsible principals and/or individuals will be permitted to participate in the CCFP for seven years.

The CCFP permanent contract includes the following examples of violations:

- *Payments made for other than the full amount the subcontractor is entitled to*
- *Checks not mailed within 5 business days after receipt of reimbursement or first business day thereafter*
- *Using reimbursement funds claimed for subcontractor costs for purposes other than to make payment of the debt used to support the claim for reimbursement*
- *Failure to make all reimbursement payments to subcontractors after the voluntary or involuntary termination of this Contract*
- *Failure to pay all outstanding debts incurred and claimed as part of the CCFP claims the contractor submitted*

We appreciate your cooperation in promptly paying caterers and food distributors for program services received. Please contact your local Regional Program Specialist or James Boylan at 850-245-4323 with any questions.

Florida Department of Health

Division of Community Health Promotion • Bureau of Child Care Food Programs
 4052 Bald Cypress Way, Bin A-17 • Tallahassee, FL 32399-1721
 PHONE: 850/245-4323 • FAX 850/414-1622 • EMAIL: ccfp@flhealth.gov
 WEBSITE: www.floridahealth.gov/ccfp/

www.FloridaHealth.gov

TWITTER: HealthyFLA
 FACEBOOK: FLDepartmentofHealth
 YOUTUBE: fldoh
 FLICKR: HealthyFla
 PINTEREST: HealthyFla

**RECOGNITION COMMENDATIONS from GOV. SCOTT
(ALPI'S 2016 Community Service Awards Recipients)**



RICK SCOTT
GOVERNOR

March 3, 2016

Ms. Deloris Johnson
Chief Executive Officer
The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Ms. Johnson:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott", with a large, sweeping flourish at the beginning.

Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Mr. William Holt
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Mr. Holt:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

Sincerely,

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Mr. Russell Balasco
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Mr. Balasco:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Mr. Phillip Howard
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Mr. Howard:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Elder Walter Barron
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Elder Barron:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Mr. Robert Calvin Saffold
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Mr. Saffold:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Dr. Velma Hayes Williams
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Dr. Williams:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Reverend Vernon McQueen
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Reverend McQueen:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

Sincerely,

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Ms. Dorothy Curry
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Ms. Curry:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

Sincerely,

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Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

Children's Services Council of St. Lucie County
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Friends:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott", with a large, stylized flourish at the beginning.

Rick Scott
Governor



RICK SCOTT
GOVERNOR

March 3, 2016

2nd Street Tree Club
c/o The Agricultural and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, Florida 33850

Dear Friends:

It is my pleasure to commend you for the recognition you recently received from The Agricultural and Labor Program, Inc. for your community service to Florida families.

The community involvement of Floridians like you is essential to making our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity. As I travel the state, families ask me to focus on three important areas: make sure all Floridians have an opportunity for a great job, provide Florida children with access to a great education, and ensure the safety of our communities. Floridians have worked hard to turn our economy around, adding more than a million private-sector jobs since December 2010. More families are thriving here today than five years ago, and we will continue working to diversify our economy and help businesses grow to help Floridians get a job and live their dreams.

Thank you for your dedication and service to Florida families.

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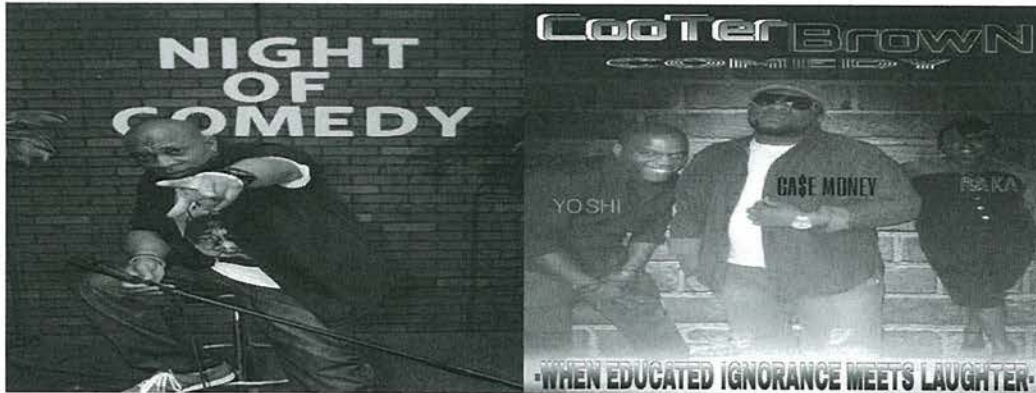
Rick Scott
Governor

FROSTPROOF CHILD DEVELOPMENT CENTER

UPCOMING EVENTS



Comedian Case Casey is Coming FCDC



***Free Comedy Show for Frostproof Child Development Parents**

Topic: What you do you know about babies & parenting?

Wednesday, April 27, 2016 @1:00-2:00pm

701 Hopson Rd., Frostproof, FL 33843

Featuring Polk County's "Case Casey of Cooter Brown Comedy"



Case was invited back to Lyrics & Laughter Saturday, April 30, 2016



Coming to the PROOF; you don't want to miss this special event!

****Parents just bring a Pregnant Mom or Family in need of Child-Care to tour the center for your free ticket!**



**Frostproof Child Development Center's
Fatherhood Initiative Program Event
Free Daddy & Me Hair Cuts**



Dad's we invite you and your child/children to partake in a FREE hair cut!

Because our "Our Dad's Matter"

Tuesday, April 26, 2016 @ 10:00am



Hair Cuts by provided by

Lake Wales Barbershop Faded Fresh & BarberSol

*Dad's stop by the Family Services office to schedule your appointment before April 26, 2016

**Dad if you bring a friend to enroll that friend & child is also eligible for a free haircut!

UPCOMING CONFERENCES/MEETINGS

MAY

10TH – 13TH FACA Training Conference – Orlando, FL

JUNE

22ND – 24TH CAPLAW Annual Conference – Ft. Lauderdale, FL

AUGUST

30TH – Sept. 2ND CAP Annual Convention – Austin, TX

SEPTEMBER

13TH – 16TH SEACAA Annual Conference – Myrtle Beach, SC

BOARD & ADMINISTRATOR NEWSLETTER

Board & Administrator

FOR BOARD MEMBERS

March 2016 Vol. 32, No. 7

Editor: Jeff Stratton

Standards improve board governance, boost fund development

If you are looking to improve resource development at your organization, consider adopting standards for excellence. That's because standards not only improve governance at nonprofit organizations, but also boost fundraising by increasing public confidence in the nonprofit.

Amy Coates Madsen, director of the Standards for Excellence Institute, a project of Maryland Nonprofits, has witnessed improved governance for boards that implement standards.

Madsen (acmadsen@mdnonprofit.org) said the Standards for Excellence Institute's approach to board excellence uses *Standards for Excellence®: An Ethics and Accountability Code for the Nonprofit Sector*. Madsen helped to create these standards, which were two years in research and development. The standards focus on six main areas:

- Mission, Strategy and Evaluation.
- Leadership: Board, Staff and Volunteer.
- Legal Compliance and Ethics.
- Finance and Operations.
- Resource Development.
- Public Awareness, Engagement and Advocacy.

"The program was launched in 1998 as an effort to strengthen governance and management of nonprofits, while improving the public's trust in nonprofit organizations," Madsen said.

There are 67 standards now within the six main areas, Madsen said.

To support the accountability code, Maryland Nonprofits developed a comprehensive program in which participants can learn the standards in-person, through webinars or through educational

resource packages. The organization supports with help those who are working through the standards, which make up a national program open to nonmembers of Maryland Nonprofits.

"The standards provide a way for organizations to set themselves apart by showing they have earned accreditation," Madsen said. Participating nonprofits can earn a Seal of Excellence or else be recognized for their work under a tiered recognition program, Madsen said.

"In 2013, we started to list the nonprofits that have received formal recognition on GuideStar's external tab," she said.

Research on standards that examines nonprofits with standards and those without but that are of similar size and type shows that the organizations receiving accreditation grew in their private philanthropic support, Madsen said.

Organizations saw a 12% average increase in the amount of direct public support in the three years following their application date, according to Madsen.

"We are receiving strong feedback, and interest is growing from more geographic areas," Madsen said. "The standards are a sort of roadmap on the kinds of things nonprofits should be doing to put themselves in a strong capacity position."

While Maryland Nonprofits cannot accredit themselves, they still take the standards and live by them, prepare an application for accreditation and send the application through all three phases of the review process. "We make sure we have all the standards in place," Madsen said.

For more information, visit <http://standardsforexcellence.org/accreditation-and-recognition>. ■

Leadership section of *Standards for Excellence*[®] describes board role

The Leadership section of *Standards for Excellence*[®]: *An Ethics and Accountability Code for the Nonprofit Sector* provides clear walking orders and a description of what the board needs to do to perform the job well, such as being composed of members who are committed to the organization's mission, said Amy Coates Madsen (acmadsen@mdnnonprofit.org), director of the Standards for Excellence Institute, which is part of Maryland Nonprofits.

Here are some excerpts from the Leadership and Governance section of the Leadership: Board, Staff and Volunteers standard. To see the full text of this part of the standards, visit <http://standardsforexcellence.org/home-2/code>.

A. LEADERSHIP AND GOVERNANCE

(2) Executive Supervision, Performance, and Compensation

- The board should appoint the chief executive, set the executive's compensation, and annually evaluate the executive's performance. In cases where a designated committee performs one of these responsibilities, the decision should be ratified by the full board.
- The board is responsible for supporting the

functions of the executive, granting sufficient authority, and helping to ensure his or her success in managing the organization.

(3) Board Effectiveness

- The board is responsible for its own operations, including periodic (i.e., at least once every two years) evaluation of its own performance.
- The board should have stated performance expectations and hold board members accountable for attendance at meetings, participation in fundraising activities, committee service, and involvement in program activities.
- The board should establish a rigorous board development strategy for recruiting and selecting new members and ensuring that the board has an appropriate mix of talent, connections to the community, and diversity.
- Board policies should include limits on the number of consecutive terms a board member may serve.
- The board is responsible for the orientation, education, and (where appropriate) the removal of board members.

(Reprinted with permission, Standards for Excellence Institute, <http://www.standardsforexcellence.org>.) ■

Board role in setting employee compensation

Question from a Montana board member: "One member of our board believes the board should reward exceptional employee performance with raises. Is this a proper role for the board?"

The Board Doctor's answer: Short and sweet: This is not the board's role. Your executive director should determine the amount of raise a staff member has earned.

Your board should review the organization's salary scale annually. After the board approves the budget, it then

becomes the executive director's job to deliver raises to deserving employees.

The executive director is also the person who determines whether an employee's performance deserves a bonus, and in what amount.

In addition to reviewing salary scale annually and approving the budget, the board should make it clear in policy that all raises are contingent upon funding availability. ■

Questions board members should ask about D&O

NYSE Governance Services' "Seven Questions Directors Should Ask About D&O Coverage" suggests board members answer a key question about their directors and officers insurance coverage: What is the priority of payments in your policy?

"Priority-of-payments provisions govern the order of payments from D&O policy limits," the article states. "A typical provision provides that any payments under the D&O policy

will be paid first under the policy's Side A coverage to protect the assets of individual directors and officers before any payments can be made to the company."

Editor's note: Side A coverage under a directors and officers liability insurance policy affords "direct" coverage of an organization's directors and officers.

For more information, go to <http://goo.gl/GWYmg1>. ■

Board & Administrator

FOR BOARD MEMBERS

April 2016 Vol. 32, No. 8

Editor: Jeff Stratton

Asking a board member to resign: Whose responsibility is it?

Question: “What is a polite way to ask a board member to resign before his term is up? We have a board member with poor meeting attendance, and he does nothing else except become contentious during meetings he attends by revisiting issues that have already been put to bed.

“Our board feels it is the executive director’s responsibility to remove him from the board.”

The Board Doctor’s answer: It is never the executive director’s responsibility to remove board members. An employee does not fire a boss.

Removal of a board member is the responsibility of the full board. It’s an action that requires the board to follow the requirements of the organization’s bylaw provisions for removal of board members.

In general terms, to do it properly, there needs to be a board meeting, with a formal action for removal of a member. The board member must be notified in advance that a vote will be taken on this specific issue. Depending on the circumstances, you may want an attorney’s opinion on the issue before proceeding. ■

Four central financial responsibilities for board members

Most board members are not CPAs, bankers or financial wizards by trade. So how are they supposed to understand complicated funding streams and monthly financial statements?

You don’t have to figure this all out by yourself. You’re not responsible for figuring out where every penny has been spent. That’s your administrator’s responsibility.

Your financial responsibility to the organization you serve is simply to oversee and monitor the financial health of the organization. Here are the four areas you’re responsible for as a board member:

1. **You set financial policy.** This means that you determine the areas in which your organizational dollars will be spent. Your policy decisions will be based on the goals you have set during your planning sessions.

2. **You help develop and approve the annual budget.** Your budget is the financial blueprint for the nonprofit, based on the board’s broad financial policies. You must make sure there is enough money in the coming year to deliver services and meet goals and objectives for the coming year.

3. **You delegate implementation of financial policies to your chief executive officer.** It’s the administrator’s job to spend the organization’s money—make all spending decisions—within budget limits.

4. **You monitor financial outcomes.** Board members have always been haunted by financial worries. Is spending being done appropriately? Will there be money to meet our obligations?

It’s tempting to open up the books and seek answers. But that’s not your job. Remember, you monitor results. ■

Lack of role understanding can wreak havoc at the organization

In "Wish List for a New Chairman at Carnegie Hall," which appeared in *The New York Times* last December, board members can find a very good lesson on understanding the board and individual board members' roles.

Carnegie Hall is facing great and potentially costly turmoil right now because one board member didn't understand the basics of his job.

The organization is now searching for a new board chairman after its past chair resigned after only eight months in office, the *Times* reported.

The issue came to a head when the chair suspended an employee without the full board's approval.

This unfortunate situation puts a spotlight on a very important but basic question board members must ask themselves: "What is the role of the board versus what is the role of the staff," said Michael M. Kaiser, who has run several major arts institutions and now directs the DeVos Institute of Arts Management at the University of Maryland, the *Times* reported.

"[Board members] don't determine artistic choices, they don't select artists, they don't operate the organization," he said in the *Times*. "They approve

plans, and the staff is responsible for implementing them and reporting back to the board."

The Board Doctor's big takeaway from this unfortunate situation is that a lack of understanding by a trustee about a board member's proper role often creates havoc at an organization. Here we had a single board member disciplining a top staff member at the nonprofit (remember, that's always the CEO's job). To make matters worse, this board member was the chair, who should understand better than anyone else on the board that no individual board member has any more power than any other trustee. The chair should always maintain the principle that the board must act collectively on a matter for it to carry any weight.

As a board member, continually work at building your governance skills:

- Provide role education to all new members.
- Use job descriptions. There should be one for individual board members, each board officer position and for board committees.
- Emphasize that the board's legal power comes when it acts collectively. Speak up during your meetings when this principle is threatened. ■

Who hires the organization's auditor?

Here's a crucial question for boards and executive directors: Who hires the auditor?

Historically, the answer to that question for many organizations has been that the nonprofit's management hires the auditor. The reasoning is that the staff are the paid professionals at the organization who best understand the organization's financial controls.

Many organizations today, however, use an audit committee to hire the auditor. This is done as

another control to ensure the financial integrity of the nonprofit.

If the board lacks the expertise to do it, then the senior staff person should assist them to get that expertise through education and training.

In the long term, this pays off with board members who are active and involved, and who ask good questions of the organization's staff about financial matters. ■

CEO can screen the auditor before board approves selection

The executive director does have a role to play when it comes to selection of the auditor. Here is what I recommend boards do:

Ask the administrator to identify five firms that could provide the auditing service.

Let the executive director screen and vet these candidates down to three candidates to recommend to the board.

Act upon the board's recommendation to hire the auditor.

Editor's note: One additional role the executive director should play in the auditor selection process that is often overlooked is to recommend to the board that the board change auditors every few years. This will ensure a fresh look at the organization's financial processes on a regular basis. ■

COMMITTEE REPORTING FORM



**THE AGRICULTURAL AND LABOR PROGRAM, INC.
BOARD COMMITTEE REPORT**

INSTRUCTIONS : Complete and submit to the Board Secretary after reporting to the full Board.

Name of Committee	Date of Report
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Members Present

Members Absent

Type of Report

- _____ Reporting/Updating
- _____ Recommending Board Action
- _____ Recommending Policy Changes

Brief Statement of Committee's Issue/Area Reporting:

Brief Background information and possible impact of issue/area (i.e.: Why is it an issue? Will funding, staff utilization, services and/or facility changes be necessary?)

Recommendation for Board Action, if any (State in the form of a motion(s) to be acted upon by the full Board);