



**CORRESPONDENCE**

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**DEO 2016 – 2017 LIHEAP CONTRACT**

**(MOD #2)**

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MODIFICATION NUMBER 2 OF AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
FY 2016 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM AND  
THE AGRICULTURAL AND LABOR PROGRAM, INCORPORATED

CFDA Number: 93.568

Agreement Number: 16EA-0F-07-63-08-001

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS MODIFICATION Number 2 is entered into by 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").

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

WHEREAS, DEO and Subrecipient have entered into the Agreement, pursuant to which DEO has provided an Agreement of *Four Million Two Hundred Fifty-Eight Thousand Four Hundred Forty-Eight Dollars and Zero Cents (\$4,258,448.00)* to Subrecipient; and

WHEREAS, Fiscal Year 2015 carryover funds are available to increase the amount of funding granted to Subrecipient; and

WHEREAS, additional funds have become available to increase the amount of the funding granted to Subrecipient.

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

1. Subparagraph (5)(l), of AUDITS AND RECORDS, of the Agreement is hereby deleted in its entirety and replaced with the following:

"(l) If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to DEO. Such reimbursement shall be sent from Subrecipient to DEO within thirty calendar days after DEO has notified Subrecipient of such non-compliance."

2 Paragraph (5), AUDITS AND RECORDS, of the Agreement is hereby modified to add subparagraph (5)(n) as follows:

"(n) Subrecipient shall (i) maintain all funds provided under this Agreement in a separate bank account or (ii) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this

Agreement with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein above, in subparagraph (5)(l)."

3. Paragraph (6), INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS, of the Agreement is hereby deleted in its entirety and replaced with the following:

"(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 keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. 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.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient 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-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion, including termination of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to DEO upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological 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.

(g) 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 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.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department**

of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors, and 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 public record requests or public record law violation(s) alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision

(k) DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

4. Subparagraph (14)(b), NOTICE AND CONTACT, is hereby deleted in its entirety and replaced with the following:

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

Gerald Durbin, 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: gerald.durbin@deo.myflorida.com  
Phone: 850-717-8458"

5. Subparagraph (18)(a), FUNDING/CONSIDERATION, is hereby deleted in its entirety and replaced with the following:

"(a) This is a cost-reimbursement agreement. Subrecipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed *Four Million Three Hundred Seventy-Four Thousand Eight Hundred Twenty-Eight Dollars and Zero Cents* (\$4,374,828.00), subject to the availability of funds and appropriate budget authority.

This revised agreement amount includes:

1.	\$4,258,448.00	Current LIHEAP Allocation (FY 2016)
2.	\$116,380.00	Base Increase and Carryover
3.	\$4,374,828.00	Total Modified LIHEAP Allocation"

6. Exhibit 1-A, Funding Sources, of the Agreement is hereby deleted in its entirety and is replaced by the revised Exhibit 1-A, Funding Sources, which is attached hereto and incorporated herein by reference.
7. Exhibit 3, Subrecipient Federal Awards Agreements Checklist, of the Agreement is hereby deleted in its entirety.
8. Attachment I, Recipient Information, is hereby deleted in its entirety and is replaced by the revised Attachment I, Subrecipient Information, which is attached hereto and incorporated herein by reference.
9. Attachment J, Budget Summary and Workplan, is hereby deleted in its entirety and is replaced by the revised Attachment J, Budget Summary and Workplan, which is attached hereto and incorporated herein by reference.
10. Attachment K, Budget Detail, is hereby deleted in its entirety and is replaced by the revised Attachment K, Budget Detail, which is attached hereto and incorporated herein by reference.
11. Attachment L, Multi-County Fund Distribution, is hereby deleted in its entirety and is replaced by the revised Attachment L, Multi-County Fund Distribution, which is attached hereto and incorporated herein by reference.
12. Except as specifically modified herein, all provisions of the Agreement, including any Attachments or Exhibits thereto, remain in full force and effect.


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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.

**SUBRECIPIENT**

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

By:   
(Signature)

Deloris Johnson  
(Print/Type Name and Title Here)

Date: 2-25-17

59-1634148  
Federal Identification Number

040210163  
DUNS Number

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

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

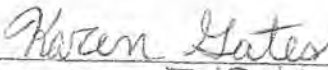
By: 

Julie Dean  
Taylor Teepoll, Director  
Division of Community Development

Date: 3/14/17

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: 3-13-17



FY 2016 LIHEAP AGREEMENT  
EXHIBIT 1-A  
FUNDING SOURCES

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

Subrecipient's DUNS Registered Name:	Agricultural & Labor Program Inc, The
Subrecipient's DUNS Number:	040210163
Federal Award Identification Number:	G-1601FLLIEA
Federal Award Date:	October 22, 2015
Subaward Period of Performance Start and End Date:	March 1, 2016 – March 31, 2017
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Home energy assistance to low income households
Federal Awarding Agency:	U.S. Department of Health and Human Services;
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Contact: Hillary A. Ryan, 850-717-8433
Catalog of Federal Domestic Assistance Number:	93.568
Catalog of Federal Domestic Assistance Title:	Low Income Home Energy Assistance Programs
Research and Development:	No
Indirect Cost Rate, if applicable:	16.50%

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

Federal Program:

1. Subrecipient shall use the LIHEAP funds to provide energy payment assistance to eligible clients with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to, all attachments to this Agreement, the applicable OMB Uniform Guidance, and the FFY 2016 LIHEAP State Plan.
2. Subrecipient shall comply with applicable OMB Uniform Guidance and eligibility requirements as set forth in the U.S. Department of Health and Human Services regulations codified in title 45 of the Code of Federal Regulations, part 75 and part 96

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

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Title 45 C.F.R. § 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to Subrecipient.

*The remainder of this page is intentionally left blank.*

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT I  
As modified by Modification [2] to Agreement 16EA-0F-07-63-08-001  
SUBRECIPIENT INFORMATION**

FEDERAL FISCAL YEAR: 2016 AGREEMENT PERIOD: March 1, 2016 through March 31, 2017

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

I. SUBRECIPIENT: The Agricultural and Labor Program, Incorporated AGREEMENT #: 16EA-0F-07-63-08-001

II. Agreement Amount: \$4,374,828.00 Total Direct Client Assistance: \$3,402,523.00

III. SUBRECIPIENT CATEGORY:  Non-Profit  Local Government  State Agency

IV. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:

<u>Collier</u>	<u>Glades</u>	<u>Hendry</u>	<u>Highlands</u>
<u>Martin</u>	<u>Polk</u>	<u>St. Lucie</u>	

V. GENERAL ADMINISTRATIVE INFORMATION

a. Subrecipient County Location: Polk

b. Executive Director or Chief Administrator: Deloris Johnson, Chief Executive Officer

Address: 300 Lynchburg Rd. City: Lake Alfred, FL Zipcode: 33850  
 Telephone: (863) 956-3491, Ext. 206 Fax: (863) 956-3357  
 Cell: n/a Email: Djohnson@alpi.org

Mailing address if different from above  
 Mailing Address: PO Box 3126 City: Winter Haven, FL Zipcode: 33885

c. Chief Elected Official for Local Governments, or President/Chair of the Board for Nonprofits:  
 Name: William Holt Title: Board Chairperson  
 Address\*: 4129 57th Avenue City: Vero Beach, FL Zipcode: 32967  
 Telephone: (772) 562-8377 Fax: n/a Email: 1946holt@gmail.com

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

d. Official to Receive State Warrant:  
 Name: Deloris Johnson Title: Chief Executive Officer  
 Address: 300 Lynchburg Rd. City: Lake Alfred, FL Zipcode: 33850

e. Subrecipient Contacts:  
 1. Program: Name: Cheryl Burnham Title: LIHEAP/Community Services Director  
 Address: 300 Lynchburg Rd. City: Lake Alfred, FL Zipcode: 33850  
 Telephone: (863) 956-3491, Ext. 224 Fax: (863) 956-3357  
 Cell: n/a Email: cburnham@alpi.org

2. Fiscal: Name: Dennis Gniewek Title: Finance Director  
 Address: 300 Lynchburg Rd. City: Lake Alfred, FL Zipcode: 33850  
 Telephone: (863) 956-3491, Ext. 210 Fax: (863) 956-3357  
 Cell: n/a Email: gniewek@alpi.org

f. Person(s) authorized to sign reports:  
 Name: Deloris Johnson Title: Chief Executive Officer  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

g. Subrecipient's FEID Number: 59-1634148 h. Subrecipient's DUNS Number: 040210163

VI. SUBRECIPIENT FISCAL YEAR: July 1 thru June 30  
 Month/Day Month/Day

FY 2016 LIHEAP AGREEMENT  
ATTACHMENT J  
As modified by Modification [2] to Agreement 16EA-0F-07-63-08-001  
BUDGET SUMMARY AND WORKPLAN

SUBRECIPIENT: The Agricultural and Labor Program, Incorporated

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

**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	4,258,448.00	116,380.00	4,374,828.00
<b>ADMINISTRATIVE EXPENSES (Cell 2D cannot exceed 8.5% of Cell 1D*)</b>			
Maximum Administrative Expenses:	\$371,860.38		
2 Salaries incl. Fringe, Rent, Utilities, Travel, Other	314,432.00	57,428.00	371,860.00
<b>OUTREACH EXPENSES (Cell 3D cannot exceed Cell 1D minus Cell 2D times .15)</b>			
Maximum Outreach Expenses:	\$600,445.20		
3 Salaries incl. Fringe, Rent, Utilities, Travel, Other	639,122.00	(38,677.00)	600,445.00
<b>DIRECT CLIENT ASSISTANCE</b>			
4 Home Energy Assistance Cell 4D must be at least 25% of Cell 1D Minimum Home Energy: \$1,093,707.00	1,064,612.00	782,798.00	1,847,410.00
5 Crisis Assistance	2,155,113.00	(600,000.00)	1,555,113.00
6 Weather Related / Supply Shortage / Disaster (Previously budgeted funds should be moved to Line 4 or 5)	85,169.00	(85,169.00)	0.00
7 Subtotal Direct Client Assistance (Line 4 + Line 5 + Line 6)	3,304,894.00	97,629.00	3,402,523.00
8 GRAND TOTALS	4,258,448.00	116,380.00	4,374,828.00

**SECTION II: WORKPLAN**

Type of Assistance	Last Approved Estimated Number of Households	Amended Estimated Number of Households	Estimated Cost Per Household**	Amended Estimated Expenditures***
Summer Home Energy	1,700	2,403	313.00	752,139.00
Winter Home Energy	1,701	3,499	313.00	1,095,167.00
Summer Crisis	3,141	3,017	343.00	1,034,831.00
Winter Crisis	3,142	1,517	343.00	520,331.00
Weather Related/Supply Shortage	258	0	0.00	0.00
<b>TOTAL</b>	<b>9,942</b>	<b>10,436</b>		<b>3,402,468.00</b>

\* 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:	\$972,305.58	Amount budgeted	Line 2 + Line 3 =	\$972,305.00
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\*\* 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.

**FY 2016 LIHEAP AGREEMENT  
ATTACHMENT L  
As modified by Modification [2] to Agreement 16EA-0F-07-63-08-001  
MULTI-COUNTY FUND DISTRIBUTION**

**SUBRECIPIENT:** The Agricultural and Labor Program, Incorporated

**AGREEMENT #:** 16EA-0F-07-63-08-001

Number of Counties to be Served with this agreement: Seven (7)

If the Recipient will serve more than one county with this agreement, complete the form below. Describe how you will equitably allocate LIHEAP resources to each of the counties you serve. This plan must be in part based on the 150% poverty population of each county.

Instructions: Enter appropriate data only in the cells below that are highlighted in yellow. Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

Poverty Population Data Source: Provide the U. S. Census data source for the 150% of poverty population used including the year of the data. If any other data or factors are used in allocating the funds, describe and give the source.

Data Source and Description: 2010 US Census by Counties

County Distribution Table (see Instructions Tabs for assistance completing this table)

COUNTY	150% POVERTY POPULATION	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
			\$3,402,523.00	
			COUNTY ALLOCATION	
Collier	43,547	18%	\$612,454.00	18.00%
Glades	2,360	1%	\$34,025.00	1.00%
Hendry	13,224	5%	\$170,126.00	5.00%
Highlands	16,702	7%	\$238,177.00	7.00%
Martin	19,908	8%	\$272,202.00	8.00%
Polk	106,507	43%	\$1,463,085.00	43.00%
St. Lucie	43,298	18%	\$612,454.00	18.00%
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
	0		\$0.00	
<b>Total Budgeted Direct Client Assistance*</b>	<b>245,546</b>	<b>100%</b>	<b>\$3,402,523.00</b>	<b>100.00%</b>

\* Total County Allocation must be equal to Total Direct Client Assistance (Attachment J, Budget Summary and Workplan, Line 7).

FY 2016 LIHEAP AGREEMENT

ATTACHMENT K

As modified by Modification [2] to Agreement 16EA-OF-07-63-08-001

ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3 of Attachment J)

SUBRECIPIENT: The Agricultural and Labor Program, Incorporated

AGREEMENT #: 16EA-OF-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 (Round all line items to dollars. Do not use cents and decimals in totals. Totals must agree with Attachment J)	LIHEAP FUNDS
2	Salaries and Fringes	
	Deputy Director - Community Services/Economic Development	
	30% LIHEAP Admin; 30% CSBG; 40% Indirect	
	03/01/16 thru 06/30/16 - 704 hrs x \$37.09 ph = \$26,111 x 30% = \$7,833	
	07/01/16 thru 03/31/17 - 1,568 hrs x 37.76 ph = \$59,208 x 30% = \$17,762	25,595.00
	One-Time Professional Development Improvement Plan payment	2,012.00
	LIHEAP/Community Services Director	
	40% LIHEAP Admin; 45% LIHEAP Outreach; 10% CSBG; 5% EHEAP	
	03/01/16 thru 06/30/16 - 704 hrs x \$31.22 ph = \$21,979 x 40% = \$8,792	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$31.78 ph = \$49,831 x 40% = \$19,932	28,724.00
	One-Time Professional Development Improvement Plan payment	2,130.00
	CSBG/Economic Development Director	
	10% LIHEAP Admin; 90% CSBG	
	03/01/16 thru 06/30/16 - 704 hrs x \$29.12 ph = \$20,500 x 10% = \$2,050	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$29.56 ph = \$46,350 x 10% = \$4,635	6,685.00
	One-Time Professional Development Improvement Plan payment	0.00
	Office Supervisor	
	30% LIHEAP Admin; 30% LIHEAP Outreach;	
	20% CSBG Outreach; 20% CSBG Admin	
	03/01/16 thru 06/30/16 - 704 hrs x \$14.45 = \$10,173 x 30% = \$3,052	
	07/01/16 thru 03/31/17 = 1,568 hrs x \$14.67 = \$23,003 x 30% = \$6,901	9,953.00
	One-Time Professional Development Improvement Plan payment	65.00
	Bookkeeper	
	90% LIHEAP Admin; 10% CSBG	
	03/01/16 thru 06/30/16 - 704 hrs x \$15.31 ph = \$10,778 x 90% = \$9,700	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$15.54 ph = \$24,367 x 90% = \$21,930	31,630.00
	One-Time Professional Development Improvement Plan payment	207.00
	Fringe Benefits (FICA; U/C, Health Insurance, Retirement)	Salaries Only 107,001.00
	Based on 24% of salaries	25,680.00
	Worker's Compensation	
	Based on 2.41%	2,579.00
	<b>Total Salaries and Fringes</b>	<b>155,260.00</b>
	<b>Other Administrative Expenses (based on 12 months)</b>	
	52100: Professional Services	
	IT Support (Average \$1,176 per month)	15,300.00
	52300: Travel	
	Travel for Administrative Staff (Estimated 4,000 miles per year x \$.445)	1,780.00
	52700: Employee/Board Relations	

	Attendance at Annual Board/Staff Training	1,500.00
	52800: Community Relations	
	Board expenses to build community support	1,000.00
	52900: Printing	
	Business cards, applications, and other forms needed.	3,557.00
	53000: Office Supplies	
	Pens, Pencils, file folders, staples, paper clips, writing tablets and other supplies as needed.	10,044.00
	Lease/Rent- Facilities	
	Rental of facilities for board meetings and service delivery locations	23,000.00
	53500: Utilities	
	Service office locations	15,700.00
	53600: Telephone	
	Service office locations	11,700.00
	53700: Data Communications	
	Internet connection at service office locations (Estimated \$923 per month)	11,999.00
	53800: Postage	
	Self-Explanatory - Administrative Office, Lake Alfred	2,800.00
	53900: Dues/Subscriptions	
	Pro-rated share of membership dues in related organizations (10% of estimated \$2,500 per year)	250.00
	54xxx: Insurance	
	54010: Liability (Estimated \$406 per month)	5,278.00
	54020: Property/Building/Contents (Estimated \$252 per month)	3,276.00
	54040: Bonding (Estimated \$446 per month)	5,798.00
	55000: In-Service Training	
	FACA Conference ( 1 person)	1,500.00
	Annual Staff Training Conference (8 staff at \$250 each)	2,000.00
	55500: Building Maintenance/ Supplies	
	Housekeeping, cleaning supplies and other materials as needed. (Estimated \$1,690 per month)	21,978.00
	58100: Equipment Maintenance	
	Copier repairs and other equipment repairs as needed.	1,275.00
	58200: Lease/Rent Equipment	
	Copiers, Fax Machine (Estimated \$385 per month)	5,005.00
	59700: Indirect	
	Based on approved rate of 16.50% of all salaries	91,865.00
		OTHER ADMINISTRATIVE EXPENSES
		236,600.00
2		TOTAL ADMINISTRATIVE EXPENSES
3		371,860.00
	<b>OUTREACH EXPENSES:</b>	
	Salaries and Fringes only - All expenses based on 13 months	
	LIHEAP/Community Services Director	
	40% LIHEAP Admin; 45% LIHEAP Outreach; 10% CSBG; 5% EHEAP	
	03/01/16 thru 06/30/16 - 704 hrs x \$31.22 ph = \$21,979 x 45% = \$9,891	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$31.78 ph = \$49,831 x 45% = \$49,831 x 40% = \$22,424	
	One-Time Professional Development Improvement Plan payment	
		251.00
	Client Services Specialist III	

90% LIHEAP Outreach; 10% HUD		
03/01/16 thru 06/30/16 - 704 x \$21.78 = \$15,333 x 90% = \$13,800		
07/01/16 thru 03/31/17 - 1,568 x \$22.17 ph = \$34,763 x 90% = \$31,287		
One-Time Professional Development Improvement Plan payment		45,087.00
		291.00
Client Services Assistant I		
95% LIHEAP Outreach; 5% EHEAP		
03/01/16 thru 06/30/16 - 704 hrs x \$15.10 ph = \$10,630 x 95% = \$10,099		
07/01/16 thru 03/31/17 - 1,568 hr x \$15.37 ph = \$24,100 x 95% = \$22,895		
One-Time Professional Development Improvement Plan payment		32,954.00
		204.00
Office Supervisor		
30% LIHEAP Admin; 30% LIHEAP Outreach;		
20% CSBG Outreach; 20% CSBG Admin		
03/01/16 thru 06/30/16 - 704 hrs x \$14.45 = \$10,173 x 30% = \$3,052		
07/01/16 thru 03/31/17 = 1,568 hrs x \$14.67 = \$23,003 x 30% = \$6,901		
One-Time Professional Development Improvement Plan payment		9,953.00
		65.00
Client Services Specialist I		
100% LIHEAP Outreach		
03/01/16 thru 06/30/16 - 704 hrs x \$16.41 ph = \$11,553 x 100% = \$11,553		
07/01/16 thru 03/31/17 - 1,568 hr x \$16.71 ph = \$26,201 x 100% = \$26,201		
One-Time Professional Development Improvement Plan payment		57,754.00
		244.00
Client Services Specialist I (32 hours per week)		
60% LIHEAP Outreach; 40% DOE/EA		
03/01/16 thru 06/30/16 - 568 hrs x \$17.03 ph = \$9,679 x 60% = \$5,804		
07/01/16 thru 03/31/17 - 1,248 hr x \$17.34 ph = \$21,640 x 60% = \$12,984		
One-Time Professional Development Improvement Plan payment		18,788.00
		101.00
Client Services Specialist II		
100% LIHEAP Outreach		
03/01/16 thru 06/30/16 - 704 hrs x \$18.37 ph = \$12,862 x 100% = \$12,862		
07/01/16 thru 03/31/17 - 1,568 hr x \$18.88 ph = \$29,604 x 100% = \$29,604		
One-Time Professional Development Improvement Plan payment		42,466.00
		276.00
Client Services Specialist II		
100% LIHEAP Outreach		
03/01/16 thru 06/30/16 - 704 hrs x \$18.27 ph = \$12,862 x 100% = \$12,862		
07/01/16 thru 03/31/17 - 1,568 hr x \$18.88 ph = \$29,604 x 100% = \$29,604		
One-Time Professional Development Improvement Plan payment		42,466.00
		275.00
Client Services Specialist II		
90% LIHEAP Outreach; 10% EHEAP		
03/01/16 thru 06/30/16 - 704 hrs x \$18.32 ph = \$12,897 x 90% = \$11,607		
07/01/16 thru 03/31/17 - 1,568 hr x \$18.60 ph = \$29,165 x 90% = \$26,249		
One-Time Professional Development Improvement Plan payment		37,856.00
		259.00
Client Services Specialist II		
90% LIHEAP Outreach; 10% EHEAP		
03/01/16 thru 06/30/16 - 704 hrs x \$18.32 ph = \$12,897 x 90% = \$11,607		
07/01/16 thru 03/31/17 - 1,568 hr x \$18.60 ph = \$29,165 x 90% = \$26,249		
One-Time Professional Development Improvement Plan payment		37,856.00
		259.00
Client Services Specialist II		
85% LIHEAP Outreach; 10% DOE/EA; 5%FNPH		
03/01/16 thru 06/30/16 - 704 hrs x \$18.27 ph = \$12,862 x 85% = \$10,933		
07/01/16 thru 03/31/17 - 1,568 hr x \$18.60 ph = \$29,165 x 85% = \$24,790		
One-Time Professional Development Improvement Plan payment		35,723.00
		243.00
Client Services Specialist II		
100% LIHEAP Outreach		



	03/01/16 thru 06/30/16 - 704 hrs x \$18.04 ph = \$12,700 x 100% = \$12,700	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$18.36 ph = \$28,788 x 100% = \$28,788	
	One-Time Professional Development Improvement Plan payment	41,488.00
		0.00
	Client Services Assistant I	
	95% LIHEAP Outreach; 5% EHEAP	
	03/01/16 thru 06/30/16 - 704 hrs x \$10.96 ph = \$7,716 x 95% = \$7,330	
	07/01/16 thru 03/31/17 - 1,568 hrs x 12.20 ph = \$19,130 x 95% = \$18,174	25,504.00
	One-Time Professional Development Improvement Plan payment	0.00
	Receptionist	
	10% LIHEAP Outreach; 10% CSBG Prog; 80% Indirect	
	03/01/16 thru 06/30/16 - 704 hrs x \$14.09 ph = \$9,919 x 10% = \$992	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$14.31 ph = \$22,438 x 10% = \$2,244	3,236.00
	One-Time Professional Development Improvement Plan payment	50.00
	Client Services Specialist I	
	10% LIHEAP Outreach; 90% CSBG Prog.	
	03/01/16 thru 06/30/16 - 704 hrs x \$16.15 ph = \$11,370 x 10% = \$1,137	
	07/01/16 thru 03/31/17 - 1,568 hrs x \$16.50 ph = \$25,872 x 10% = \$2,587	3,724.00
	One-Time Professional Development Improvement Plan payment	25.00
	Outreach Salaries Only	449,753.00
	Fringe Benefits (FICA; U/C; Health Insurance; Retirement,) at 24%	107,941.00
	Worker's Compensation (2.41%)	10,839.00
	Outreach Salaries and Fringes	568,533.00
	<i>Other Outreach Expenses (based on 13 months)</i>	
	52100: Professional Services IT Support, etc. outreach locations	500.00
	52800: Travel Travel for Outreach Staff (Estimated 8,031 miles per year x \$.445)	3,565.00
	52900: Printing Application forms as needed	1,000.00
	53000: Office Supplies Pens, Pencils, File Folders, paper clips, writing tables and other items as needed.	1,000.00
	53700 Data Communications Internet connections at Outreach Offices (estimated \$153 per month)	1,989.00
	53800: Postage Self - Explanatory - Outreach Offices	1,000.00
	55000: In-Service Training Annual Staff Training	2,358.00
	55410: SUB-SUBRECIPIENT Direct Services (7 Sites serving 850 clients)	20,500.00
	Subtotal Other Outreach Expenses	31,912.00
3		
	Total Outreach Expenses	600,445.00
4		
5		
	Home Energy Assistance	1,847,410.00
	Crisis Assistance	1,555,113.00
8		
	GRAND TOTAL	4,374,828.00

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**SENIOR CONNECTION**

**AMENDMENT 001**

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THIS AMENDMENT, entered into between Senior Connection Center, Inc., hereinafter referred to as the "agency" and The Agriculture and Labor Program, Inc., hereinafter referred to as the "subrecipient", amends Master Contract No. M-15/17-ALPI.

The purpose of this amendment is to:

- (1) amend Section 7(1), Compliance with Federal Laws and Regulations;
- (2) amend Section 10(2), Background Screening;
- (3) amend Section 11, Public Records and Retention;
- (4) amend Section 15, Indemnification;
- (5) amend Section 18, Health Insurance Portability and Accountability Act;
- (6) amend Section 42, Financial Consequences of Non-Performance;
- (7) revise and replace ATTACHMENT V, Audit Attachment; and
- (8) revise and replace ATTACHMENT B, Report Schedule.

1. Section 7(1), is hereby amended to read:

(1) The subrecipient shall comply with the cost principles, administrative requirements, and other provisions of all applicable federal laws and regulations including, but not limited to: the Older Americans Act of 2006, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Regulations (CFR), Part 74, and/or 45 CFR Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), and any revisions to the cost principles, administrative requirements, and other provisions of all the applicable federal laws and regulations noted above, whichever are applicable to the subrecipient's organization. The subrecipient shall comply with any federal regulations that have superseded the OMB Circulars and 45 CFR Part 92, as applicable.

2. Section 9(2), is hereby amended to read:

(2) Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>; and on the Agency for Health Care Administration website at [http://ahca.myflorida.com/MCHQ/Central\\_Services/Background\\_Screening/BGS\\_results.shtml](http://ahca.myflorida.com/MCHQ/Central_Services/Background_Screening/BGS_results.shtml).

3. Section 11, is hereby amended to read:

### **11. Public Records and Retention**

(1) If under this contract, or any PSC referencing this contract, the subrecipient is providing services and is acting on behalf of the agency or the Department as provided under s. 119.011(2), F.S., the subrecipient, subject to the terms of s. 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the agency and the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the agency or the Department all public records in possession of the subrecipient upon completion or termination of this contract, and any PSC referencing this contract, and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the agency in a format that is compatible with the information technology systems of the agency and the Department.

(2) The agency may unilaterally cancel this contract, and any PSC referencing this contract, notwithstanding any other provisions of this contract, for refusal by the subrecipient to comply with Section 11 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the subrecipient in conjunction with this contract, or any PSC referencing this contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

(3) Public Records Law, Section 119.0701, Florida Statute:

For clarification purposes, the agency is not acting on behalf of the subrecipient as "acting on behalf" has been defined by Florida law, see cases cited below. This contract, or any PSC referencing this contract, is not one in which the agency provides services to the subrecipient. In addition, the agency is not a public agency, as defined under Section 119.0701, Florida Statutes.

Pursuant to Section 119.0701, Florida Statutes, a Contractor means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under Section 119.011(2). Those entities that are not acting on behalf of a public agency as provided under Section 119.011(2) are not included in the definition Contractor in Section 119.0701, Florida Statutes.

The court in *Parsons & Whittemore, Inc. v. Metropolitan Dade County*, 429 So. 2d 343, at 346 (Fla. 3d DCA 1983) noted: "We are unaware of any authority which supports the proposition that merely by contracting with a governmental agency a corporation acts 'on behalf of the agency.'" Courts apply a multi-factor test to determine whether a private entity is acting on behalf of a public entity, see *News and Sun-Sentinel Co. v. Schwab, Twitty, Hanser Architectural Group, Inc.*, 596 So. 2d 1029, 1031 (Fla. 1992). See also Florida Attorney General Opinions, AGO 2014-06 and Informal Opinion dated December 31, 2014.

Except as may be required by the application of Section 119.0701, Florida Statutes, nothing in this contract, or any PSC referencing this contract, shall be construed as a finding by the agency that the subrecipient is acting on behalf of the agency, as provided under Section 119.011(2), Florida Statutes, so as to make the subrecipient a contractor as defined in Section 119.0701, Florida Statutes.

4. Section 15, is hereby amended to read:

### **15. Indemnification**

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the agency and its officers, agents, and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the agency for claims, demands, actions or causes of action arising solely out of the agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or

breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

5. Section 18, is hereby amended to read:

**18. Health Insurance Portability and Accountability Act**

Where applicable, the subrecipient shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164). If the subrecipient shall receive client's protected health information as a result of this contract, or any PSC referencing this contract, the subrecipient is a "Business Associate" of the agency under the terms of the HIPAA, and the subrecipient must sign the Business Associate Agreement, **ATTACHMENT VII**, and return the agreement to the agency with this contract. Where appropriate as determined by the agency, the agency may be a Business Associate of a covered entity subrecipient.

6. Section 42, is hereby amended to read:

**42. Financial Consequences of Non-Performance**

(1) If the subrecipient fails to meet the minimum level of service or performance identified in this contract, or any PSC referencing this contract, or that is customary for the industry, then the agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancelation of any contract, and reacquiring services from an alternate source. The subrecipient will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the agency.

(2) In addition to other damages recoverable by the agency against the subrecipient, the agency shall be entitled to recover from the subrecipient any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

7. **ATTACHMENT V**, Audit Attachment, is hereby replaced with the revised **ATTACHMENT V**, Audit Attachment, attached hereto.

8. **ATTACHMENT B**, Report Schedule, is hereby replaced with the revised **ATTACHMENT B**, Report Schedule, attached hereto.

This amendment shall be effective on the last date that the amendment is signed by both parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.


All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 11 page amendment to be executed by their officials thereunto duly authorized.

**SUBRECIPIENT: The Agricultural and Labor Program, Inc.**

**AGENCY: Senior Connection Center, Inc.**

SIGNED BY: 

SIGNED BY: 

NAME: Deloris Johnson

NAME: Ben Darby

TITLE: Chief Executive Officer

TITLE: Chair, Board of Directors

DATE: 02/15/2017

DATE: 2/17/17

FEDERAL ID NUMBER: 59-1634148

SUBRECIPIENT FISCAL YEAR END DATE: 6/30

**ATTACHMENT V****FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the agency to the subrecipient may be subject to audits and/or monitoring by the agency or the department and other authorized state or federal personnel as described in this section.

**MONITORING**

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

**AUDITS****PART I: FEDERALLY FUNDED**

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

1. In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from or passed through the agency and the department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from other than federal entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the subrecipient's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the agency, the department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than state entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of forty-five (45) days after delivery of the audit report, but not later than twelve (12) months after the end of the subrecipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within forty-five (45) days after delivery of the audit report, but not later than nine (9) months after the end of the subrecipient's fiscal year end. Notwithstanding the applicability of this portion, the agency and the department retain the right to monitor and oversee the performance of this contract as outlined throughout this document, all contracts referencing this contract, and pursuant to law.

**PART III: REPORT SUBMISSION**

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

**Senior Connection Center, Inc.**  
**Attention: President and CEO**  
8928 Brittany Way  
Tampa, Florida 33619



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

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

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

- C. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the subrecipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the agency at the following address:

**Senior Connection Center, Inc.  
Attention: President and CEO  
8928 Brittany Way  
Tampa, Florida 33619**

2. Additionally, copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

- A. The agency at the following address:

**Senior Connection Center, Inc.  
Attention: President and CEO  
8928 Brittany Way  
Tampa, Florida 33619**

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

**State of Florida Auditor General  
Claude Pepper Building, Room 574  
111 West Madison Street  
Tallahassee, Florida 32399-1450**

3. Any reports, management letters, or other information required to be submitted to the agency pursuant to this contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Subrecipients, when submitting the financial reporting packages to the agency should indicate the date that the audit report was delivered to the subrecipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this contract and all program and services contracts referencing this contract for a minimum period of six (6) years from the date the audit report is issued, and shall allow the agency or the department or the authorized designee of each, and the Chief Financial Officer, or Auditor General access to such records upon request. The subrecipient shall ensure that audit working papers are made available to the agency or department or the designee of each, and the Chief Financial Officer, or Auditor General upon request, for a minimum period of six (6) years from the date the audit report is issued, unless extended in writing by the agency or the department.

**PART V: SPECIFIC REQUIREMENTS FOR AGENCY OR DEPARTMENT ADMINISTERED PROGRAMS**

1. The agency and the department require a supplemental schedule of functional expenses be prepared in a format provided by the department, which presents costs by service (as defined by the department), including units of service delivered, for subrecipients or subcontractors expending state or federal awards for services performed by their employees, subrecipients, and other payees who receive payment from agency administered funds for units of service recorded in the department's Client Registration and Tracking System (CIRTS). This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.
2. Based on the requirements of Part I and Part II of this attachment and the award of funds identified in the program and service contract, an Audit Relationship Determination will be made as set forth in **EXHIBIT-1**. Fiscal compliance requirements for federal and state awards are also identified in **EXHIBIT-1**.
3. If an audit is not required or performed, the head of the subrecipient entity or organization must provide a written attestation, under penalty of perjury, that the subrecipient has complied with the allowable federal and state cost provisions as referenced in 2 CFR Part 200 and/or Section 215 F.S., and the Reference Guide for State Expenditures.
4. Information is included in each program and service contract identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
5. Specific requirements for match, co-payments, and program income applicable to programs administered by the agency are outlined in each program and service contract.

(Revised November 2016)

**ATTACHMENT V  
EXHIBIT-1**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200.500, and/or Section 215.97, F.S. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of **ATTACHMENT V** are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part 200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 691-5.006, FAC, a provider shall be determined to be, and identified as such, in the agreement or program and service contract:

- (1) A vendor or exempt entity and not subject to 2 CFR Part 200.38 and/or Section 215.97, F.S.;
- (2) A recipient/subrecipient subject to 2 CFR Part 200.86 and 200.93 and/or Section 215.97, F.S.; or
- (3) An exempt organization not subject to 2 CFR Part 200 and/or Section 215.97 F.S. For federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and/or state financial assistance and has been approved by the agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.5006, FAC [state financial assistance] and Section 2 CFR Part 200.330 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive federal awards or state matching funds on federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR Part 200.416 – Cost Principles\*
- 2 CFR Part 200.201 – Administrative Requirements\*\*
- 2 CFR Part 200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR Part 200.400-411 – Cost Principles\*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

- 2 CFR Part 200.418 – Cost Principles\*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part 200.400(5)(c).

\*\* For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97 F.S.

Section 215.971 F.S.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

(Revised November 2016)

ATTACHMENT B

<b>SENIOR CONNECTION CENTER, INC.</b>			
<b>REPORT SCHEDULE</b>			
<b>Provider Type</b>	<b>Report Name</b>	<b>Frequency</b>	<b>Due Date</b>
<b>All Providers:</b>	Surplus/Deficit Report	Monthly	15th
	ADRC Monthly Contact Report	Monthly	10th
	Volunteer Activity Report *	Quarterly	30th of April, July, October & January
	Service Cost Report	Annual	February 15th (OAA), August 15th (CCE)
	Subcontractor Monitoring Reports	Annual	45 business days from date of report
	Provider Monthly Update	Monthly	12th
<b>CCE Lead Agencies:</b>	APS Exception Report	Weekly	3 business days from date of request
	Outcome Measures	Monthly	20th
	CIRTS Exception Report Tracking Log	Monthly	20th
	ADI Memory Disorder Clinic Trng. Report	Annual	30th of month following training
<b>ADI Model Day Care Providers:</b>	Model Day Care Training Report	Annual	30 days from date of training
	CIRTS Exception Report Tracking Log	Monthly	20th
<b>EHEAP Providers:</b>	EHEAP Summary Report	Quarterly	7th of April, July, October & January
<b>All OAA Providers:</b>	Targeting Plan Achievement Report	Quarterly	15th
	OAA Outreach and Targeting Log	Quarterly	15th
<b>Nutrition Providers:</b>	Dietician Approved Menus	Monthly	15th - Please note, all menus must be signed and approved by the providers contracted Dietician at least 4 weeks prior to implementation
	Menu Substitution List	Monthly	15th
	Nutrition Education	Monthly	15th
	Temperature Logs	Monthly	15th
	Outcome Measures	Monthly	20th
	Nutrition Program Compliance Review	Quarterly	15th of April, July, October & January
	Media Outreach	Quarterly	15th of April, July, October & January
	Dietician Reports - NPCR Tools	Quarterly	30th of April, July, October & January
	Food Safety Course Training Report for Staff and Volunteers	Annual	30th of month following annual course completion
	Nutrition Advisory Council	Annual	30th of month following advisory council meeting, which must occur semi-annually
	Copies of Dietician License and Contract Agreement	Annual	30th of month following signed contract agreement
	CIRTS Exception Report Tracking Log	Monthly	20th
<b>OAA Non-Registered Service Providers:</b>	Demographic Profile: Non-Registered Services	Monthly	15th
<b>OAA Legal Service Providers (If Applicable)</b>	OFLAP Report	Quarterly	15th of April, July, October & January
	*USF Kinship Care is not required to complete the Volunteer Activity Report		
(Revised November 2016)			

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**SUMMER 2017**  
**RECOMMENDATIONS FOR CSC FUNDING**

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**From:** [Jim Dwyer](#)  
**To:** [Ann Burns \(eaburnspal@bellsouth.net\)](#); [Christie Krueger \(cwilliams@intheimageofchrist.org\)](#); [Danielle Sexton-Wills \(dsextonwills@arcmc.org\)](#); [Deloris Johnson](#); [Elaina Notofranco](#); [Ginny Jones](#); [Hazel Hoylman \(hhoylman@intheimageofchrist.org\)](#); [James Monds Jr \(giveback2kidsinc@gmail.com\)](#); [Jami Melnick](#); [Janet Cooper \(jcooper@hpsfl.org\)](#); [Jim Dwyer](#); [Jennifer Anglin \(anglinj@stlucieco.org\)](#); [Joanne Thompson](#); [Jodi McNamara \(jmcnamara@careersource.com\)](#); [Kevin Singletary](#); [Libby Woodruff \(ewoodruff@city-ft Pierce.com\)](#); [Mavaan Johnson](#); [Melanie Wiles \(BGC\)](#); [Melissa Alexander \(malexander@fortpiercepal.com\)](#); [Misty Khoury](#); [Myrna Rodriguez](#); [Nicolas Khoury \(nicolas@clubpure.org\)](#); [Sandy Mack](#); [Shannon Miller](#); [Sherquita McFolley \(d.smcfolley@gmail.com\)](#); [Terrance Beauford](#); [Tonya Andreacchio](#); [Will Armstead \(warmstead@bgcoflc.org\)](#)  
**Cc:** [Sean Boyle](#)  
**Subject:** Summer 2017 Recommendations for CSC Funding  
**Date:** Monday, March 27, 2017 12:22:40 PM

Thank you to the seventeen programs that responded to our announcement of available funding for Summer Learning Programs, and the fifteen that submitted proposals by the deadline. The requested amounts totaled over \$557,000, which was significantly more than our allocated Summer Learning budget of \$250,000.

The requests varied from whole programs to learning enhancements for existing programs thus allowing more children to be served. The timing of the programs had varying lengths for at least 8-10 weeks of the summer as targeted by CSC.

The CSC Team reviewed and discussed each of the requests in order to determine our recommendations to Council based upon factors including focus on summer learning, the population to be served, target area, availability of programming, coordination of resources, and cost. The following twelve recommended programs incorporated the summer learning priority in the most practical manner and had an average score of 58 or higher (out of 85) on the Team proposal evaluation score sheets.

Agency	Brief Description	Amount Recommended	Requested
HPS (Helping People Succeed)	At Ft. Pierce Magnet School for the Arts location – 8 week specialized camp for 30 children from across the county with behavioral and emotional disorders Monday – Friday 8:30 am – 4:30 pm. Ave. score 72/85	\$55,828	68,589
ALPI	Expansion of regular summer program by two additional teachers allowing services in new space to an additional 40 youth in the Garden City area. Ave score 67/85	\$19,048	19,585
City of Fort Pierce	Summer Jam Basketball Camp at Percy Peak Gym in Ft. Pierce. 8 week activity program for 75 youth ages 8-18, good Kids at Hope participation and learning activities. Support for learning staff salaries. Ave. score 67/85	\$10,000	10,560
SLC Parks & Rec	Summer Camp at Lincoln Park CC – 10 week activity program for 64 scholarship youth ages 5-14, good Kids at Hope participation & learning activities NW Ft. Pierce location. Only County summer program. Ave. score 66/85	\$39,200	41,800
Ft. Pierce PAL	Summer activity program for 65 Fort Pierce youth, includes math and reading focus with experiential learning activities. Good adult volunteer participation. Ave. score 65/85	\$18,759	20,031
Grace Educational Center	Summer activity camp in mid-western Ft. Pierce targeting 50-60 youth with a variety of physical activities, supported learning, and local field trips. CSC providing partial support of staff to help transition from a volunteer effort. Ave. score 64/85	\$9,925	17,603
Boys & Girls Club of St. Lucie County	New Summer Camp targeting 70 youth at Lakewood Park Elementary site. Varied activities with summer learning support. Targeted area of SLC for expansion of services due to remote location and transportation issues. Weekly parent fee capped at \$15. Ave. score 63/85	\$27,565	42,000
Club Pure	Two Summer Camps in Mid-SLC & Southern PSL – 9 weeks	\$24,800	68,406

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**MASTER SERVICE AGREEMENT  
(CHANNEL BOUND)**

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## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA") is entered into effective as of 02/22/2017 (the "Effective Date," which is the date of final electronic signature) by the Agricultural and Labor Program, Inc. (hereinafter "CUSTOMER") and ChannelBound, LLC (hereinafter "PROVIDER").

WHEREAS, the parties desire for PROVIDER to provide services to CUSTOMER with respect to CUSTOMER's obligations under the Patient Protection and Affordable Care Act ("ACA") to report certain information regarding health care coverage offered to employees to the Internal Revenue Service and to employees, under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Scope.** This MSA is comprised of the general terms and conditions set forth herein (the "Terms and Conditions") and each properly executed Scope of Work ("SOW") to be attached hereto and incorporated by reference herein. PROVIDER shall provide certain services to CUSTOMER as specified in a SOW (the "Services"). Each time CUSTOMER engages PROVIDER to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. PROVIDER shall have the right, at all times, to perform similar services for other person(s) or business entities.
2. **Term.** The term of this MSA shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, that notwithstanding the foregoing, the term of this Agreement shall be extended for so long as the term of any SOW has not expired. The term of a SOW shall begin on the commencement date stated in that SOW and continue in effect for the agreed term stated in that SOW, unless earlier terminated as herein permitted.
3. **Fees and Records.** In consideration of Services performed, CUSTOMER agrees to pay PROVIDER in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, CUSTOMER shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by PROVIDER in connection with its provision of the Services provided that such out-of-pocket expenses and travel costs are approved in advance in writing by CUSTOMER. CUSTOMER shall not be responsible for all sales taxes and other similar tax obligations in connection with its receipt of the Services from PROVIDER. A copy of CUSTOMER's tax exemption certificate is attached hereto as Exhibit A.
4. **Invoicing and Payment.** PROVIDER will deliver an invoice to CUSTOMER for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is

due upon receipt of the invoice. Payment will be made within a reasonable period of time [not to exceed thirty (30) days of receipt of an invoice ("Due Date")].

5. CUSTOMER Resources and Data. In addition to any responsibilities imposed on CUSTOMER as specifically set forth in a SOW, CUSTOMER agrees that PROVIDER shall have ready access to CUSTOMER's staff and resources as necessary to perform the Services pursuant to a SOW. In addition, CUSTOMER will provide to PROVIDER all data necessary to complete the Services specified in a SOW, in a format agreed to by both parties. In the performance of the Services, PROVIDER may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to PROVIDER by the CUSTOMER or its designated representatives and reasonably believed by PROVIDER to be genuine and authorized by the CUSTOMER. In addition, if PROVIDER receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to CUSTOMER as additional Services.

6. Relationship of Parties.

a. PROVIDER is, and shall at all times remain, an independent contractor with respect to the CUSTOMER. PROVIDER and each of PROVIDER's employees, principals, and subcontractors shall not be deemed for any purpose to be CUSTOMER's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of CUSTOMER or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. CUSTOMER is not responsible to any governing body or to PROVIDER for paying or withholding payroll taxes and other employee expenses related to payments made to PROVIDER. Notwithstanding anything to the contrary, this MSA does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this MSA, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

b. Notwithstanding any provision in this MSA to the contrary, the CUSTOMER agrees and acknowledges that (i) this MSA, any SOW executed pursuant to this MSA or the performance by the PROVIDER hereunder are not intended in any way to impose on PROVIDER or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable law; and (ii) this MSA does not provide PROVIDER, and the CUSTOMER will not cause or permit PROVIDER to assume, without prior written consent of PROVIDER, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

c. The CUSTOMER acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the PROVIDER and that the PROVIDER has recommended to CUSTOMER that all work performed by PROVIDER be reviewed by CUSTOMER's independent tax and legal counsel. All compliance assistance work performed by PROVIDER will relate to compliance with federal laws imposing obligations on CUSTOMER under the ACA. The parties agree that PROVIDER will not consider any State laws or regulations unless specifically set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this MSA is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. PROVIDER shall rely upon information provided by CUSTOMER and will not have a duty to verify accuracy of such information.

## 7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by PROVIDER or its contractors for the benefit of CUSTOMER in connection with this Agreement, or (2) made or developed by PROVIDER during the course of providing the Services hereunder, shall remain and be the property of PROVIDER. However, PROVIDER shall not receive any royalty related to the use of such invention in providing the Services to CUSTOMER.

b. All documents produced by PROVIDER in any form, including the electronic versions thereof ("Deliverables"), are instruments of service of PROVIDER. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by PROVIDER hereunder shall remain vested in PROVIDER; however, CUSTOMER shall have a free, non-transferable license to use such of those documents as are supplied hereunder for those purposes specified in and subject to the terms of the SOW and for CUSTOMER's internal use only. Without limiting the foregoing and subject to Paragraph 8 below, CUSTOMER shall not provide such Deliverables to any third person without the written consent of the PROVIDER. Any liability arising out of use of Deliverables by CUSTOMER for purposes other than for which they were created or out of use by any third party to which CUSTOMER has provided the Deliverables shall be the responsibility of CUSTOMER.

8. Confidential Information. In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party's customers (collectively, "Confidential Information"). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind,

but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this MSA. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto.

Subject to applicable law and the records retention policies of the CUSTOMER, upon the written request of either party, the other party shall immediately return to the requesting party all of its Confidential Information (including all copies thereof) and shall destroy any copies, extracts, or other reproductions, in whole or in part, of any such Confidential Information, with such destruction confirmed to the other party in writing.

9. Performance of Services.

a. PROVIDER shall, subject to the provisions of this MSA, including without limitation the obligations of the CUSTOMER to provide accurate information and to pay the PROVIDER's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by CUSTOMER, carry out and complete the Services specifically agreed upon in this MSA or in a SOW.

b. PROVIDER has the full power and authority to enter into and perform this MSA.

c. PROVIDER agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

10. Compliance.

a. The parties agree that their respective actions pursuant to the terms of this MSA shall be in full compliance with all applicable law.

b. The parties acknowledge that CUSTOMER is an employer who sponsors a health plan to provide health benefits to its employees and their dependents, and is not a covered entity as defined in the privacy regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164 ("HIPAA"). PROVIDER is providing Services to CUSTOMER pursuant to this Agreement to enable CUSTOMER to fulfill its obligations as an employer under the ACA, and PROVIDER is not providing Services to or on behalf of the health plan sponsored by CUSTOMER. The information which CUSTOMER will provide to PROVIDER pursuant to this Agreement is employer information, and does not constitute Protected Health Information ("PHI") as defined in HIPAA and is not subject to HIPAA. Notwithstanding the fact that the information provided to PROVIDER is not PHI, PROVIDER agrees to limit the use and disclosure of such information in the same manner as the use and disclosure of PHI is limited pursuant to HIPAA, and to fully cooperate with CUSTOMER, as CUSTOMER may reasonably require to respond to requests from employees or their dependents and government regulators regarding such information. PROVIDER further acknowledges and agrees the information provided by CUSTOMER pursuant to this Agreement is the property of CUSTOMER, and shall be returned to CUSTOMER or destroyed, at CUSTOMER's option, on termination of this Agreement.

c. Without limiting the foregoing, if and to the extent any of the Services involve disclosures or transmissions of or the creation or use of PHI by PROVIDER related to the health plans sponsored by CUSTOMER, the parties shall enter into a Business Associate Agreement (BAA) which complies with the requirement of HIPAA prior to any such transmission, disclosure, creation or use. CUSTOMER agrees to (i) notify PROVIDER prior to any transmission or other disclosure of PHI to PROVIDER and request PROVIDER to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose PHI to PROVIDER on behalf of CUSTOMER to abide by the terms of this paragraph.

## 11. Termination.

a. Each party ("Terminating Party") may terminate this MSA and any SOW if the other party breaches any material term or condition of this MSA or any SOW provided that the Terminating Party gave written notice to the other party of the need to correct a breach of a material obligation under this MSA or any SOW, which notice included sufficient detail to allow the other party to identify and correct the breach, and the other party failed to take reasonable steps to remedy the breach within thirty (30) days of receipt of Terminating Party's written notice. Each of the parties hereto may also terminate for convenience by providing sixty (60) days prior written notice of the same to the other party.

b. Except for termination of this MSA for Provider's breach of any material term or condition of this MSA or any SOW, such termination shall not relieve CUSTOMER of the payment of any and all amounts owing to PROVIDER under this MSA through the date of termination and any reasonable demobilization cost.

12. Disputes, Limitation of Liability and Indemnification.

a. Dispute Resolution. In the event of a dispute, each party agrees to inform the other party of such dispute and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

b. Release and Indemnification. To the extent permitted by law, the parties shall be solely liable for their own actions that result in any obligation, loss, claim and/or damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from entering into this Agreement and/or any claims of person related to the acts or omissions of the parties under this Agreement; provided, however, that neither party shall release the other party for losses arising out of or resulting from the other party's own willful or negligent conduct. The liability arising under this section shall survive the termination of this Agreement. Each party shall protect, indemnify and hold the other party harmless, up to the limits of the party's liability insurance, from and against any and all liability and expenses of any kind, including costs and reasonable attorney fees, arising out of or related to the acts or omissions of the indemnifying party, its employees or agents or the operation of the business of the indemnifying party, unless and to the extent such liability and expense shall solely be the result of the negligence, willful misconduct or fraud of the indemnified party or its officers, agents or employees. For purposes of this section, each party shall be required to carry liability insurance in the amount of at least \$1,000,000 for the entire term of this Agreement. If one party fails to maintain said insurance as required by this section, the other party may terminate this Agreement.

c. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED. ANY AND ALL CLAIMS SHALL BE MADE WITHIN TWO (2) YEARS FROM THE DATE OF ANY ALLEGED FAULT OR ERROR OR SHALL BE FOREVER BARRED.

d. Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE PROVIDER FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND UNLESS OTHERWISE AMENDED BY LAW, PROVIDER'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CUSTOMER PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVIDER BY CUSTOMER IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CUSTOMER OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM.

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This MSA, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This MSA may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this MSA, the terms of this MSA shall control, unless such SOW expressly states that it is amending the terms of the MSA with respect to such SOW. The invalidity or unenforceability of any provision of this MSA shall in no way affect the validity or enforceability of any other provision of this MSA.

c. Assignment and Sub-Contracting. PROVIDER may sub-contract the Services hereunder with CUSTOMER'S prior written consent. PROVIDER may also, for the benefit of CUSTOMER and with CUSTOMER'S prior written consent, retain any necessary independent third-party actuarial experts, in connection with performance of the Services hereunder. CUSTOMER may not assign the Services or any other rights hereunder or under a SOW without PROVIDER's written consent.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. No Waiver. The waiver of any breach or failure of a term or condition of this MSA by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this MSA.

f. Governing Law. This MSA and all SOW's shall be governed by, and construed in accordance with, the laws of the State where the CUSTOMER has its primary headquarters. The parties hereto submit to the exclusive jurisdiction of the appropriate court in Hamilton County, IN for the purpose of resolving any dispute relating to the subject matter of this MSA and all SOW's or the relationship between the parties pursuant to this MSA and all SOW's.

g. Counterparts. This MSA and any SOW may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means (including facsimile) to execute and transmit this MSA and SOWs and all such electronically executed and/or transmitted copies shall be deemed as valid as originals.

h. Severability. If any term of this MSA or a SOW is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.



Signatures and Acceptance Page:

WHEREFORE, for the purpose of being bound, the parties execute this MSA by their duly authorized representatives as of the date first set forth above

CUSTOMER:

Company Information:

Company Name: Agricultural and Labor Program, Inc.

Authoritative Signer (Print): Deloris Johnson

Signature: 

Title: Chief Executive Officer

PROVIDER:

ChannelBound, LLC

Authoritative Signer (Print): Brett Bussell

Signature:  02/22/2017

Title: Managing Partner

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**MOU**

**AVON PARK HOUSING AUTHORITY**

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# MEMORANDUM OF UNDERSTANDING

Between

Avon Park Housing Authority (APH)

And

The Agricultural and Labor Program, Inc. (ALPI)

This Memorandum of Understanding (MOU) is entered into the 1<sup>st</sup> of March, 2017 by and between the Avon Park Housing Authority, whose address is 1306 S. Tulane Avenue, Avon Park, FL 33825 (APH) and the Agricultural and Labor Program, Incorporated (ALPI), whose address is 300 Lynchburg Road, Lake Alfred, FL 33850.

## **WITNESSETH:**

**WHEREAS**, the Agricultural and Labor Program, Inc. (ALPI), the Community Action Agency for Highlands County, currently leases office space located at 1306 S. Tulane Avenue, Avon Park, FL 33825 from Avon Park Housing Authority; and,

**WHEREAS**, ALPI, desires to maintain its offices at the current location on Tulane Avenue, and,

**WHEREAS**, APH, owns said office spaces and has agreed to continue leasing said office space to ALPI under the same terms and conditions as previously agreed.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements of APH and ALPI, it is agreed as follows:


1. This MOU shall become effective the date first written above and unless terminated by either party shall automatically renew for 12 months each year on March 1.
2. This MOU replaces and supersedes any and all MOU's, Leases, Agreements (verbal or written), or any other understanding of either party heretofore made.
3. APH will provide ALPI staffs with all necessary utilities, telephone, copier, computer network access, and Internet Access, five days per week.
4. ALPI will pay the sum of \$950 per month. Payment to be made within fifteen (15) days of receipt of an invoice from APH.

5. Either party may terminate this MOU as follows:
- a. Upon thirty (30) days written notice to the other, or
  - b. Immediately upon said site becoming unavailable for such services, or
  - c. Upon the non-availability of funds.

**Avon Park Housing Authority**

  
\_\_\_\_\_  
Tracey Rudy, Chief Executive Officer

**The Agricultural and Labor Program,  
Incorporated**

  
\_\_\_\_\_  
Deloris Johnson, Chief Executive Officer

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**MOU**  
**SAFE SPACE, INC**

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July 1<sup>st</sup>, 2017 – June 30<sup>th</sup>, 2018

**Memorandum of Agreement to Collaborate**

**SafeSpace, Inc.** and **The Agricultural and Labor Program (ALPI)** enter into this Memorandum of Agreement to Collaborate for the mutual benefit of victims of domestic violence and their children within their respective agencies.

**SafeSpace** offers victims of domestic violence safety, support, and education; empowering them to create an independent life, free from violence. SafeSpace is the only certified domestic violence Center saving lives 24/7 and preventing domestic violence throughout the Treasure Coast.

**The Agricultural and Labor Program (ALPI)** proposes, implements, and advocates developmental and human services delivery programs for the socially and economically disadvantaged; children and families; and farmworkers.

**Confidentiality:**

SafeSpace shares information regarding survivors of domestic violence as permitted by and in compliance with Florida confidentiality and privilege laws as outlined in Florida Statutes 39.908; 90.5035 and 90.5036, and the federal Violence Against Women's Act of 2005. Information shall not be disclosed without the informed, reasonable time-limited, written consent of the survivor.

Should a family be receiving services from both parties, **SafeSpace** and **ALPI** mutually agree to:

1. Support each other's roles in working with families.
2. Support each other's role in working with the community.

**The Agricultural and Labor Program (ALPI)** agrees to:

1. Refer clients to services offered by SafeSpace.
2. Share resource materials and distribute to benefit both client bases.
3. Provide space for SafeSpace to deliver educational programs

**SafeSpace** agrees to:

1. Refer clients to services offered by ALPI
2. Share resource materials and distribute to benefit both client bases.
3. Provide training to ALPI staff about SafeSpace services, dynamics and impact of domestic violence on women and children, geographic isolation, and strong social and cultural pressures confronted by migrant, immigrant and farm working survivors of domestic violence.
4. Provide one educational program a year to the parents of ALPI during the parents' meetings. One educational session for each center in Saint Lucie County. Topic to discuss: The dynamics of domestic violence, its effect in children, and available resources.

Signature: \_\_\_\_\_

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

Jill Borowicz, M.S.W.  
Chief Executive Officer  
SafeSpace, Inc.  
Phone (772)223-2399  
612 SE Dixie Hwy.  
Stuart, FL 34994  
E-mail: JBorowicz@safespacefl.org

 4/4/201  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deloris Johnson  
Chief Executive Officer  
Agricultural and Labor Program, Inc.  
Phone (863) 956-3491  
300 Lynchburg Road  
Lake Alfred, FL 33850  
E-mail: Djohnson@alpi.org

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**SAFE SPACE, INC.**  
**LETTER OF SUPPORT**

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**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  
www.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: Glades, Hendry,  
Highlands and Polk Counties

**Farmworker Emergency Services**  
Service Areas: Statewide

**LIHEAP Services**  
Service Areas: Collier, Glades, Hendry,  
Highlands, Martin, Polk, 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

**EHEAP Services**  
Service Area: Polk 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

**Computer Assisted Tutorial  
Program (CAT)**  
Service Area: St. Lucie County

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

SafeSpace, Inc.  
612 SE Dixie Highway  
Stuart, FL 34994

Dear Sir/Madam,

I am writing you to give our full support to SafeSpace to serve immigrant and migrant population in Saint Lucie County. It would be beneficial to have an agency with a long standing relationship in the community to provide support services to this population. As I am sure you are aware, the immigrant community is one that lacks trust and confidence in reporting and seeking services related to domestic violence. SafeSpace has become a well-known and well trusted agency which is especially important in dealing with this population.

Representatives from SafeSpace have provided presentations at our parents' meetings in the area of domestic violence and services available to the victims that we serve. We have formed a mutual collaborative approach to provide services in cases that involved victims of domestic violence.

Please, consider continued funding for SafeSpace through their receipt of grant funds. They are an invaluable resource in our community and provide an unduplicated and necessary service in Indian River County.

Kindest Regards,

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

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:



United Way of Central Florida and United Way of St. Lucie County

**THE AGRICULTURAL AND LABOR PROGRAM, INC. — PROVIDING A CONSTANT FLOW OF COMMUNITY SERVICES SINCE 1968**  
AN EQUAL OPPORTUNITY EMPLOYER



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**DISPOSAL OF MODULAR UNIT  
VILLAGE GREEN**

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Agricultural and Labor Program, Inc.

---

*Disposal of Modular Unit AKA Village Green  
Head Start Center*

*3/24/2017*

---

## **DISPOSAL OF VILLAGE GREEN HEAD START MODULAR UNIT**

**1702 SE Lennard Road, Port St. Lucie, FL 34952**

### **Summary/Brief History:**

We began working on this project right after the Agricultural and Labor Program, Inc. extended its partnerships with the St. Lucie County School District to relocate the Village Green Head Start Center to another public school site. Approval from the ALPI's Board of Directors was obtained on July 2011; and the relocation successfully took place over the summer and children services began on August 2011.

On January 2013, we requested approval from the DHHS-ACF Office of Head Start for the disposition of the 1996 Modular Unit. On April 2013, we received the response and proceeded to comply with the additional instructions given. Based on the completion of the additional instructions a second request was sent for the disposition of the unit; and subsequently a third request.

On August 18, 2016, we received response to the last request submitted on May 2016; indicating the approval of the disposition of the Modular Unit based on the regulation §75.30 Equipment (e)(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the HHD awarding agency.

Based on the approval; we proceeded to seek quotes for the removal/disposal of the unit to secure professional services. On January 4, 2017 in accordance with ALPI's Procurement Fiscal Policies and Procedures, P & C Construction of the Treasure Coast was selected and all the necessary paperwork was submitted for approval of agency authorities.

On January 11, 2017, we secured services and removal/disposal of the unit was scheduled for the week of Spring Break (March 13-17, 2017). Following the removal/disposal, sod was installed to finish the project as requested by the School Representatives.

On March 24, 2017, the project was officially completed and inspected by the School District Administrator. The final inspection report is attached to this report. See the pictures following this summary.

These pictures show the course of the work that was done to remove/dispose the Modular Unit, AKA Village Green Head Start Center.



All debris was removed in special containers.

Special equipment was used for the ground.





These pictures represent all angles of the land/ground where the Modular Unit was to include playground and the parking area used by the center.

Sod was installed in the entire area as requested by the School Board.

This project was finalized as of 3/24/2017.



Bob Massa, St. Lucie County School District Building Code Administrator conducted the final inspection of the site on 3/24/2017. Site passed the inspection.


**ST. LUCIE COUNTY SCHOOL BOARD**  
**SPECIALTY PERMIT**


Contractor: P & C Construction of the Treasure Coast

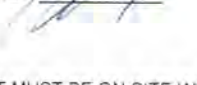
Date: January 20, 2017 Permit Number: 0281-0102

Site Location: Village Green Elementary

Specialty Scope: Removal of head start modular unit.

In Progress: Insp. ID:  Inspection Date: 3-13-17

Safe-off: Insp. ID:  Inspection Date: 3-13-17

Final: Insp. ID:  Inspection Date: 3-24-17

\*PERMIT MUST BE ON SITE WHEN WORK IS BEING PERFORMED  
\*NO INSPECTIONS WILL BE MADE UNLESS PERMITTED AND STAMPED  
PLANS ARE AVAILABLE TO THE INSPECTOR AT TIME OF INSPECTION  
\*FOR INSPECTIONS PHONE 785-6687 OR FAX 344-4475  
\*SPECIAL CONDITIONS HAVE TO BE APPROVED BY BUILDING OFFICAL  
\*LOCATIONS AND/OR DISTURBANCE OF UNDERGROUND UTILITIES ARE  
THE RESPONSIBILITY OF PERMIT HOLDER  
\*ALL WORK SHALL COMPLY WITH DISTRICT STANDARDS

NOTICE

PROVIDING THE PERSON ACCEPTING THIS PERMIT SHALL IN EVERY RESPECT CONFORM TO THE TERMS OF THE APPLICATION ON FILE IN THE BUILDING DEPARTMENT, AND THE PROVISIONS OF THE STATUTES AND ORDINANCES REGULATING THE CONSTRUCTION FOR THE ST. LUCIE COUNTY SCHOOL BOARD, ANY VIOLATIONS OF THE TERMS ABOVE STATED IMMEDIATELY REVOKES PERMIT

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES.

  
Robert P. Massa, Building Code Administrator  
St. Lucie County Schools

Robert P. Massa, Building Code Administrator

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**MEDIATION CONFERENCE REPORT**

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STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS  
PORT ST. LUCIE DISTRICT OFFICE

Temika Johnson,  
Employee/Claimant,

vs.

OJCC Case No. 16-017765KFO

Agriculture and Labor Program/Summit,  
Employer/ Carrier/Servicing Agent.

Accident date: 6/14/2016

MEDIATION CONFERENCE REPORT

1. A Mediation Conference was conducted on March 7th, 2017.  
*For PFB docketed 10-4-16., 12-22-16*

2. The following were in attendance:

  /   Temika Johnson *+ H&B + B + J*

  /   Eric S. Lakind, Esquire

  /   Agriculture and Labor Program

  /   Summit

  /   Jesse Colin Price

3. At the Mediation Conference, the parties:

   a) Completely resolved all issues in all pending petitions as set forth in the attached Settlement Agreement. A Pretrial Conference and Final Hearing are not needed.

b) Reached a lump-sum settlement of all rights and obligations under Chapter 440, Florida Statutes. A Pretrial Conference and Final Hearing are not needed.

   c) Completely resolved all issues except for attorney's fees as set forth in the attached settlement agreement. Counsel for the Claimant will contact the Judge of Compensation Claims if a hearing on attorney's fees is required.

   d) Resolved only those issues set forth in the attached Mediation Agreement corresponding to all Petition(s) for Benefits filed by the Claimant. A Final Hearing will be required.


   e) The parties have agreed to continue the Mediation Conference and have agreed that the continued Mediation Conference will be conducted on <insert date> at <insert time> at .

   f) No issues were resolved. A Final Hearing will be required.

   g) The parties did    or did not    complete a pretrial stipulation before leaving the mediation conference.

Respectfully submitted this March 7th, 2017, in Port St. Lucie, St. Lucie County, Florida.





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Mediator Paul Harwood

Division of Administrative Hearings

Office of the Judges of Compensation Claims

Port St. Lucie District Office

WestPark Professional Center, 544 NW University Blvd., Suite 102

Port St. Lucie, Florida 34986

(772)873-6585

[www.jcc.state.fl.us](http://www.jcc.state.fl.us)

OJCC# 16-017765 KFO

DOA 6-14-16

LUMP SUM SETTLEMENT AGREEMENT

1. THE EMPLOYER/CARRIER (E/C) SHALL PAY THE SUM OF 10,000<sup>00</sup> INCLUSIVE TO SETTLE THE CASE IN ITS ENTIRETY. THE BREAKDOWN WILL BE AS FOLLOWS:

ATTORNEY FEES \$ (TO BE DETERMINED.)

COSTS \$ (TO BE DETERMINED)

THE CLAIMANT WILL NET \$ (NO LESS THAN 6,650<sup>00</sup>)

EXECUTE A SEPARATION AGREEMENT

2. THE CLAIMANT AGREES TO ~~RESIGN ANY AND ALL EMPLOYMENT RIGHTS HE OR SHE MAY HAVE~~ AND WILL ALSO EXECUTE A GENERAL RELEASE. THE ~~RESIGNATION~~ <sup>SEPARATION</sup> SHALL BE EFFECTIVE AS OF: 3-7-17. SEE MEDIATION AGREEMENT UNDER OJCC NO. 16-031257 KFO FOR TERMS OF SEPARATION AGREEMENT.

3. ALL WORKERS COMPENSATION INDEMNITY BENEFITS SHALL CEASE AS OF 3-7-17

ALL WORKERS COMPENSATION MEDICAL BENEFITS SHALL CEASE AS OF 3-7-17

4) THIS AGREEMENT SHALL NOT EFFECT ANY VESTED RIGHTS THE CLAIMANT MAY HAVE WITH THIS EMPLOYER.

\*\*\*\*\*THIS AGREEMENT IS BINDING AND ENFORCEABLE UPON ALL THE PARTIES\*\*\*\*\*

X *Terrika Johnson*  
CLAIMANT  
*[Signature]*  
CLAIMANT ATTORNEY

*[Signature]*  
E/C ATTORNEY  
*[Signature]*  
EMPLOYER

TRANSLATOR (IF NECESSARY)

---

**STATE OF FLORIDA / E-VERIFY**

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# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 11-116

#### (Superceding Executive Order 11-02; Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner.

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

**Section 1.** I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system.

**Section 2.** I hereby direct all agencies under the direction of the Governor to include, as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Section 3. Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their new employees utilizing the E-Verify system and to include as a provision of all contracts for the provision of goods or services to the state or subdivision in excess of nominal value, a requirement that contractors and subcontractors utilize the E-Verify system to verify the employment eligibility of all new employees hired during the contract term.

Section 4. This Order supersedes Executive Order 11-02.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 27th day of May, 2011.



GOVERNOR



ATTEST:



SECRETARY OF STATE

2011 MAY 27 PM 5:04  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

FILED

E-Verify is a widely known and used Employment Eligibility Verification site. Registration and use is free. Information submitted comes from the required I-9 form completed upon hire. The site verifies instantly that the information provided by the employee matches government records (Social Security, USCIS) and that the employee is authorized to work in the US.

[www.uscis.gov/e-verify](http://www.uscis.gov/e-verify)



## U.S. Citizenship and Immigration Services

### What is E-Verify?

E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

### Instant Verification of Employment Eligibility

E-Verify's most impressive features are its speed and accuracy. E-Verify is the only free, fast, online service of its kind that verifies employees' data against millions of government records and provides results within as little as three to five seconds.



Today, E-Verify is:

- Used nationwide by more than 600,000 employers of all sizes
- Used at more than 1.9 million hiring sites
- Joined by about 1,400 new participating companies every week
- One of the federal government's highest-rated services for customer satisfaction.

*This page provides general overview information about E-Verify. For instructions and policy guidance, visit the [For Employers](#) section of the website, or visit the [For Employees](#) section of the website.*

Last Reviewed/Updated: 02/26/2016



## U.S. Citizenship and Immigration Services

# E-Verify is Business Friendly E-VERIFY IS BUSINESS FRIENDLY

E-Verify gives you the peace of mind that newly hired employees are legally authorized to work in the United States.

So what's the catch? There isn't one. Employers are already required by law to complete Form I-9 for each newly hired employee, and E-Verify complements Form I-9 by taking employment verification to the next level.

### Features:

- Works with Form I-9 — uses information provided by the employee
- Secure 24-hour access — anytime, anywhere. No special software required; just a web browser and internet access
- Instant results — most case results display in three to five seconds
- Helps combat document fraud — E-Verify's photo-matching feature combats document fraud
- User access flexibility — three user roles to choose from; select what the users see and do
- Reporting capability — employers can monitor usage
- Easy to implement — decide your participation location-by-location
- Administrator Tools — Corporate Administrator access method lets employers link and manage their participating worksites
- Interactive training — comprehensive online tutorial, quick reference guides and, manuals
- Alerts employees — E-Verify can alert employees to mismatches in their government records
- Dedicated Customer Service — Personalized assistance by phone or email



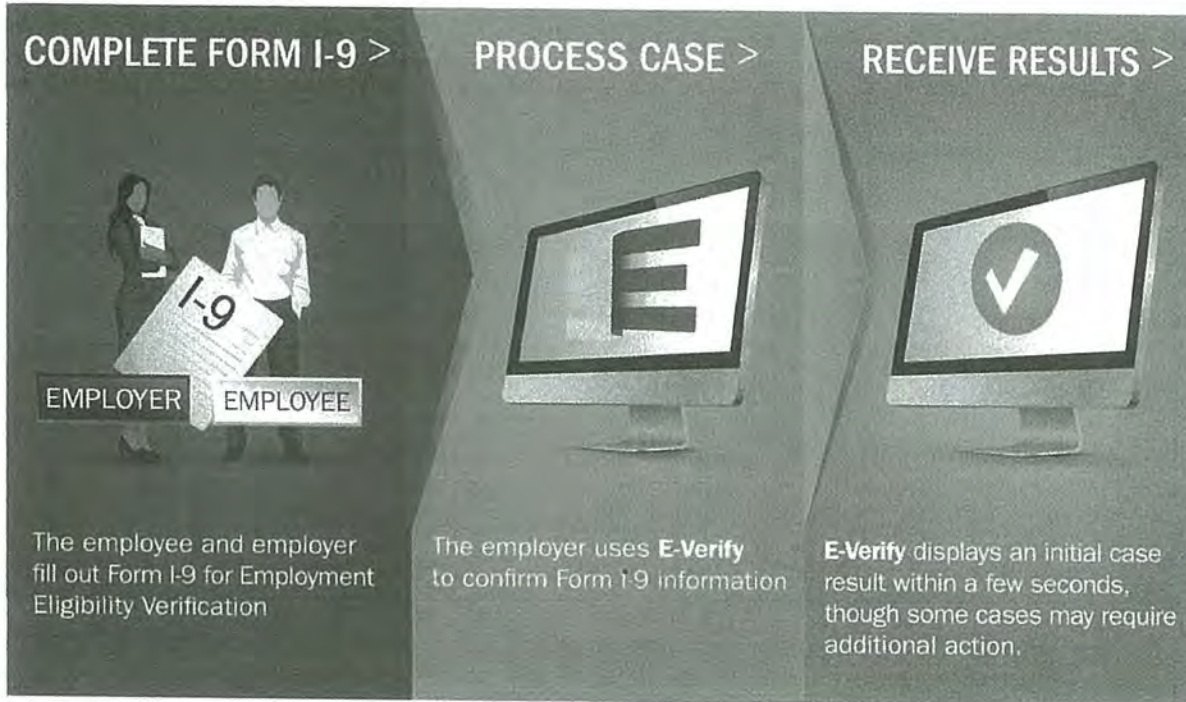
*This page provides general overview information about E-Verify. For instructions and policy guidance, visit the [For Employers](#) section of the website, or visit the [For Employees](#) section of the website.*





U.S. Citizenship and  
Immigration Services

## How E-Verify Works HOW E-VERIFY WORKS



The employer enters the employee's information from [Form I-9](#) into E-Verify and submits the information to create a case.

E-Verify compares the information to records available to the U.S. Department of Homeland Security, including:

E-Verify sometimes displays a photo for the employer to compare to the photo on the employee's document to ensure the document photo has not been altered.

If the information matches, the case will receive an Employment Authorized result almost immediately.

If the information does not match, the case will receive a Tentative Nonconfirmation result.

### More Information

[E-Verify User Manual \(PDF, 3.25 MB\)](#)



## U.S. Citizenship and Immigration Services

### About the Program

E-Verify is an electronic program through which employers verify the employment eligibility of their employees after hire. The program was authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA). In short, employers submit information taken from a new hire's Form I-9 (Employment Eligibility Verification Form) through E-Verify to the Social Security Administration and U.S. Citizenship and Immigration Services (USCIS) to determine whether the information matches government records and whether the new hire is authorized to work in the United States.

E-Verify is administered by the U.S. Department of Homeland Security, USCIS, Verification Division, and the Social Security Administration. The USCIS Verification Division is dedicated to providing program support, administering unparalleled customer service to both employers and workers, developing innovative technological solutions, and performing community outreach to further the mission of E-Verify. By extension, we facilitate federal agency and employer compliance with U.S. immigration law.

Throughout this section you can find more in-depth information on the E-Verify Program including news, statistics, usage guidelines, enhancements, and other useful information, including information about how to use the program appropriately and in a non-discriminatory manner.

- [What's New](#)
- [E-Verify Enhancements](#)
- [E-Verify Pressroom](#)
- [Performance](#)
- [E-Verify Usage Statistics](#)
- [E-Verify Program Reports](#)
- [History and Milestones](#)
- [Trademark and Logo Usage Guidelines](#)
- [Our Commitment to Privacy](#)
- [E-Verify Search Tools](#)

Last Reviewed/Updated: 02/11/2014

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**LEGAL SERVICE AGREEMENT**

**(Attorney Jonathan Thiele)**

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**THE AGRICULTURAL AND LABOR PROGRAM, INC. (ALPI)  
Professional Services Agreement-Renewal**

This Professional Services Agreement Renewal is entered into on Feb 28, 2017, 2017, by and between ALPI, 300 Lynchburg Rd, Lake Alfred FL 33850, and Jonathan K. Thiele, Attorney, located at 5410 S Florida Ave, Suite 4, Lakeland FL 33813.

**WITNESSETH:**

Whereas, both parties entered into a Professional Services Agreement on February 27, 2010, for the provision of legal services; and,

Whereas, said Agreement provided for one-year additional renewals upon the expiration of the original Agreement based upon the mutual consent of both parties; and,

Whereas, the Agreement has been renewed each year thereafter; and,

Whereas, both parties desire to exercise the renewal option of the Agreement at this time for an additional year.

**NEW THEREFORE:**

It is hereby agreed by and between both parties that said Professional Services Agreement is hereby renewed for an additional one-year term commencing February 27, 2017, and ending February 26, 2018.

It is further agreed that said renewal shall be at the same terms and conditions as the original cited above.

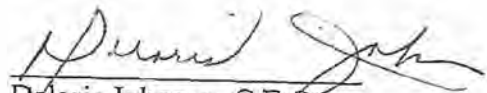
**IN WITNESS THEREOF**, both parties have entered into this Renewal the date first written above.

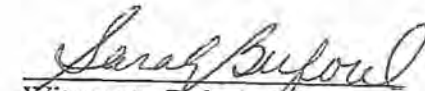
**Jonathan K. Thiele, Attorney**

  
Jonathan K. Thiele  
EDN 38-3861341 FBN 338291

  
Witness to Jonathan K. Thiele

**ALPI**

  
Deloris Johnson, C.E.O.

  
Witness to Deloris Johnson

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**2017**

**BOARD STANDING COMMITTEES**

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## 2017

### Board Standing Committees

BYLAWS	FINANCE
<p>Lester Roberts, Chair Katie Clarke Dorothy Curry Gena Spivey <b>PaHoua Lee-Yang, Staff Liaison</b> Standard Meeting Day &amp; Time: Friday @ 7:00 p.m.</p>	<p>Marjorie Gaskin, Chair Lester Roberts David Walker Josephine Howard Vernon McQueen Stacy Campbell-Domineck <b>Dennis Gniewek, Staff Liaison</b> Standard Meeting Day &amp; Time: Saturday @ 9:00 a.m.</p>
PROGRAM PLANNING	MEMBERSHIP
<p>Vernon McQueen, Chair Chester McNorton Samuel Thomas Corey Williams Annie Robinson <b>Al Miller, Staff Liaison</b> <b>Myrna Rodriguez, Staff Liaison</b> <b>Aletta Stroder, Staff Liaison</b> Standard Meeting Day &amp; Time: Friday @ 7:00 p.m.</p>	<p>Patricia Gamble, Chair Dorothy Curry LaVita Holmes Terry Wellington <b>Cheryl Burnham, Staff Liaison</b> Standard Meeting Day &amp; Time: Saturday @ 9:00 a.m.</p>
SPECIAL EVENTS	GOVERNMENT AFFAIRS
<p>Marva Hawkins, Chair Patricia Gamble, Co-Chair Glenda Jones Kimberly Ross Chester McNorton Ruby Willix <b>Elizabeth Young, Staff Liaison</b> Standard Meeting Day &amp; Time: Friday @ 7:00 p.m.</p>	<p>Josephine Howard, Chair Glenda Jones Kim Johnson Chester McNorton Constance Griffin <b>Christine Samuel, Staff Liaison</b> Standard Meeting Day &amp; Time: Saturday @ 8:00 a.m.</p>

EXECUTIVE COMMITTEE
<p>William Holt, Chairperson David Walker, Vice Chairperson Josephine Howard, Secretary Marjorie Gaskin, Treasurer Marva Hawkins Katie Clarke Standard Meeting Day &amp; Time: Friday @ 8:00 p.m.</p>



#### AD HOC COMMITTEES

SUCCESSION PLANNING COMMITTEE	
Josephine Howard, Chair	Lester Roberts
Patricia Gamble	Marva Hawkins
Marjorie Gaskin	

FUNDRAISING/RESOURCE DEV.	
Patricia Gamble	Vernon McQueen
Marva Hawkins	Marjorie Gaskin
David Walker	

Note: Standing Committees' Meetings will follow Board Meeting Calendar unless otherwise noted. Ad Hoc Committees will meet as needed.

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**SOLICITATION OF CONTRIBUTIONS**

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

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March 31, 2017

Refer To: CH2137

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

RE: AGRICULTURAL AND LABOR PROGRAM, INC.  
REGISTRATION#: CH2137  
EXPIRATION DATE: April 13, 2018

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

*Kennedy "Mac" Smith*

Kennedy "Mac" Smith  
Regulatory Consultant

850-410-3721

Fax: 850-410-3804

E-mail: [kennedy.smith@freshfromflorida.com](mailto:kennedy.smith@freshfromflorida.com)



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**SEACAA SPOTLIGHT**

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# spotlight

on community action



A Newsletter of the Southeastern Association of Community Action Agencies

Spring 2017

## BILOXI AND BEAU RIVAGE (B&B)

### B & B in Mississippi Winning Combination for 2017 SEACAA Conference

Come to the award-winning Beau Rivage Resort in Biloxi MS, October 31-November 3, featuring the finest in world-class Southern hospitality while engaging in stimulating plenary discussions, concurrent sessions, and keynote addresses to better fulfill Community Action's "Promise" and address the future challenges associated with eradicating poverty. And who knows, you just might win some extra change while doing so.

**REGISTER** to attend *Facing Tomorrow's Reality TODAY* to hear how local and regional communities can be transformed and ensure that future generations of people in need are able to continue their lives with independence and opportunity. Along with its famous southern hospitality, the 2 B's combine to provide a relaxed setting with "stylish amenities and something for everyone recreational options" for extended meetings on Mississippi's Gulf Coast. Beau Rivage's sophisticated meeting venues impress its many business travelers, from the elegant Magnolia Ballroom to the fully equipped indoor conference center. In between meetings, guests enjoy a variety of resort activities that include golf on the 18-hole Fallen Oak—a Tom Fazio masterpiece. Others enjoy browsing through exclusive boutiques that line the on-site shopping promenade or head to the salon and spa for a relaxing treatment. Known for its full-service casino, the resort entertains business travelers, with its 1,550-seat theater, 11 restaurants, four nightclubs and bars.

The **city of Biloxi** provides many opportunities to connect with others and entertains tourists with its charming versatility and coastal communities that sprinkle the shoreline. Its pristine beaches, great museums and fabulous local cuisine, make it a great place for authentic excursions and adventures while conferencing.

[https://www.tripadvisor.com/Guide-g43686-k4528-Biloxi\\_Mississippi.html](https://www.tripadvisor.com/Guide-g43686-k4528-Biloxi_Mississippi.html) • Beau Rivage Resort - Biloxi



OCTOBER 31 - NOVEMBER 3, 2017



## BILOXI

[BIH-LOK-SEE, -LUHK-]

Examples  
noun

1. a city in SE Mississippi, on the Gulf of Mexico.

Dictionary.com Unabridged  
Based on the Random House Dictionary, © Random House,



## TAKE ACTION – COMMUNITY ACTION’S RESPONSE TO PROPOSED BUDGET CUTS

Letter from Denise Harlow, Chief Executive Officer, Community Action Partnership



### **REGISTER TODAY!**

### **National Webinar with NCAF, CAPLAW, and the Community Action Partnership on the President’s Proposed Budget.**

**Wednesday, April 5th at 3:00pm ET/2:00 CT/1:00 MT/12:00 PT**

Dear Community Action Colleagues,

On **Wednesday, April 5th at 3:00pm ET**, I invite you to join David Bradley, Eleanor Evans, and myself for an overview of President Trump’s proposed 2018 budget and the current strategy to navigate Congress during this challenging time. The webinar will include a presentation as well as a discussion on Community Action’s response to proposed cuts to CSBG, LiHEAP, WAP, and others and how local CAAs and State Associations can position themselves in the months ahead.

There is no cost to attend, but preregistration is required. Please [click here](#) to register. We have included a few questions on the registration form to help us better prepare for the session.

#### ***What should you do before the webinar?***

- 1. Read David Bradley’s QuickFacts from 3/27/17 regarding the CSBG Dear Colleague Letter and take action today.** For more information, [click here](#).
- 2. Register for CAPLAW’s webinars on advocacy.** See CAPLAW Communications email from 3/22/17 or [click here](#) to read it or [click here](#) to go to the webpage with more info on the two sessions- Making your Voice Heard and Playing by the Rules. Learn what you CAN do during this time.

I hope that you will join us for this important and informative webinar on Wednesday, April 5th at 3:00pm ET to ensure that our Network responds effectively to the President’s budget proposal. Don’t forget to preregister [here](#).

Sincerely,  
Denise Harlow, CCAP  
Chief Executive Officer  
Community Action Partnership

# AGENCY NEWS

## Gone But not Forgotten - Legacy of KCEOC Beloved Partner



KY - KCEOC Board Chair, Gary Brittain, passed away February 3, 2017. Gary was not only a beloved husband, father, and grandfather; he was also a long supporter, and partner, to KCEOC for the past 29 years. Gary was seated to the Board of Directors in 1988, became Vic-Chair in 2004, and Chair in August of 2013.

Gary was not only the Knox County Attorney for two terms, an avid supporter of KCEOC, but also held seats on numerous committees and boards including: Kentucky Communities Housing, KCEOC Housing Corp I, KCEOC Housing Corp II, By Laws, and Articles of Incorporation Committees.

During his time with KCEOC, he experienced and assisted in many milestones and accomplishments. Gary was Board Chair when KCEOC won the Award of Excellence in 2015, and

on KCEOC's celebration of our 50th Anniversary. These are just a couple of milestones and celebrations Gary experienced, but there is countless more they would not have achieved without his support and assistance.

KCEOC extends their condolences to all who knew him and appreciates his hard work, and selflessness, throughout the years for the agency and his community.

*I'm just becoming more and more aware of this truly profound responsibility that we carry as individuals. And it's a responsibility not only to ourselves and to our families, but to the billions of people who still have to come in the future who will be dealing with our legacy.*

- Chris Jordan

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## Hale” to the Chief

*Douglas-Cherokee Board of Directors selects Kay Hale as Executive Director*

TN - December 2016 marked the beginning of a new chapter for Douglas-Cherokee Economic Authority, Inc. Kay Hale started her new role as Executive Director. She may have a new job title, but Hale is not new to Douglas-Cherokee. She joined DCEA almost 35 years ago and has been the Head Start/Early Head Start Program Director for the past 8 years. Kay grew up in West Tennessee and moved to Morristown in the early 1980s. Hale is a graduate of the University of Tennessee with a Bachelor's of Science degree in Education. She has combined her background in teaching and education with professional experience to provide instruction to families in need.

Rene Tabor, DCEA Board Chair, said, "Kay is always willing and eager to collaborate with the other Agency and community programs and has a strong presence in the counties we serve."

Kay is spending time these first few months getting to know all of the programs offered by DCEA.

**CONGRATULATIONS, KAY!**





## Race Equity and Inclusion Action Guide

Embracing Equity: 7 Steps to Advance and Embed Race Equity and Inclusion Within Your Organization

By the Annie E. Casey Foundation

Report Quick Links

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7 Steps to Advance and Embed Race Equity

Step 1: Establish Principles

Core Concepts

Step 2: Engage Populations

Step 3: Gather Data

Step 4: Conduct Analysis

Step 5: Identify Strategies

Step 6: Conduct Impact Assessment

Step 7: Evaluate Effectiveness

Conclusion

Copyright, Citation and Usage

### Practice Guide

Download (16 PG PDF)

Advancing race equity and inclusion can leave many wondering how and where to start. One way to achieve social change in an organization is to incorporate race equity and inclusion at every stage of work. The seven steps in this guide provide a clear framework for undertaking this important work. This tool works by demonstrating how a race equity lens can be adopted by foundations or other organizations that work directly with systems, technical assistance providers and communities.

<http://www.aecf.org/resources/race-equity-and-inclusion-action-guide/>

### About the Annie E. Casey Foundation

The Annie E. Casey Foundation is a private philanthropy that creates brighter futures for the nation's children by developing solutions to strengthen families, building paths to economic opportunity and transforming struggling communities into safer and healthier places to live, work and grow.

### Acknowledgments

This guide was written in partnership with Terry Keleher, thought leadership and practice specialist at Race Forward: The Center for Racial Justice Innovations and uses tools he developed, in addition to tools developed by the Foundation. Thought partnership and technical assistance provided by PolicyLink and Race Matters Institute, a project of Just Partners, Inc.

## National Trio Day

TN - February 25th was National TRIO Day and as a way of saying "Thank You," Scott County Upward Bound students in Tennessee held a Valentine's Day card drive. Students raised enough money to buy each resident of two local nursing home and rehabilitation centers a stuffed animal and then made each of them a card. Students also gathered 250 Valentines cards and delivered them to Scott Appalachian Industries and UT Hospital Oncology Department.

Douglas-Cherokee Economic Authority's mission is to provide resources, tools, and opportunities that help low-income families and individuals of all ages achieve personal, economic and social stability.

<https://www.douglascherokee.org/index.html>



Scott County Upward Bound students participating in a Valentine's Day card drive.

## President's Corner

### SEACAA's New Path to the Future

Poverty is persistent in our service territory.



William Holt

As we continue OUR efforts to **Advocate, Collaborate, Innovate** and **Identify Strategies** and **Solutions** to reduce this vicious cycle, let us look ahead to our "New Path to the Future." I have been meeting with our Executive Officers and Board of Directors to establish directives to increase agency capacity and help us better serve you. I hope you will let me know if you have ideas about how SEACAA can better assist you in your individual/agency efforts to assure that the voices of the poor and disadvantaged are still heard.

Our October annual conference is an excellent opportunity to network and acquire the tools and technical assistance to advance our mission. Facing Tomorrow's Reality TODAY! is an especially appropriate theme this year as we seek to build stronger communities for all people. I hope you will make plans to join us for an action-packed agenda that is currently being developed with your needs in mind. Reserve your room now!...at the Beau Rivage Resort in Biloxi, MS so that you don't miss out. Details pertaining to this event and more can be found on the SEACAA website @ [www.seacaa.org](http://www.seacaa.org).

If you have not joined the Associa-

tion, I encourage you do so. Without your support, we are helpless at a time when we need to be stronger than ever.

I'm counting on your collective human capital and financial support. Together, with the leadership and support of the SEACAA Board of Directors, I remain,

Thank you.

Sincerely,  
William Holt President  
SEACAA Board of Directors

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*Facing Tomorrow's Reality TODAY! is an especially appropriate theme this year as we seek to build stronger communities for all people.*

William Holt  
SEACAA President



## SEACAA EXECUTIVE COMMITTEE

President - William Holt

Vice-President - Ron Gilbert

Secretary - Melissa J. Weaver

Treasurer - Belva Dorsey

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## OUR MISSION:

SEACAA exists as a professional organization that provides research and policy development resources, education and training to ensure progress toward the elimination of poverty and causes of poverty in the Southeast. We focus particularly on serving our membership, which represents the interests, issues and concerns impacting the quality of life in communities.

We also link local, state, and national organizations in developing strategies, policies, and actions. We believe that investing in improving the quality of life of citizens and communities through carefully planned programs and policies is a crucial investment in the nation's well being.

# BIG SANDY AREA COMMUNITY ACTION PROGRAM A VEHICLE TO CUT INTO A NEW PROFESSION

*"There are other things out there. There are programs and help available for miners. It is possible to get new work. Don't get discouraged, just keep pushing forward in life." ~Michael Lowe*

KY - After 17 years of working as a dozer operator for a surface mining company, Michael Lowe, like so many others in the region, was laid off from work and had to find a way to begin again.

Lowe connected with Big Sandy Area Community Action Program Career Advisor Reva Kidd at the Office of Employment and Training in Prestonsburg. Kidd informed Lowe that as a laid-off coal miner, he was eligible to participate in the Hiring Our Miners Everyday Program (HOME).

The HOME program created by Eastern Kentucky Concentrated Employment and administered with the assistance of Big Sandy Area Community Action Program, assists former coal industry workers and their spouses to receive educational and workforce opportunities which can help them transition to new work.

Lowe, who has had a passion for barbering since he was a child, jumped at the chance to learn a new trade. He enrolled in classes at Ashland Community and Technical College and the HOME program helped pay for tuition costs and his barbering tool kit. In addition, the program helped him stay enrolled with a monthly stipend to offset travel costs. Upon completion, Lowe was reimbursed for the fee required to take the Kentucky Barber Board test and had a job waiting for him."

Lowe said he is enjoying his new work and fulfilling a childhood passion. "I like making people feel good about themselves, and it's an honor to serve our customers," he

said. Lowe offered encouragement to fellow former miners as well. "There are other things out there. There are programs and help available for miners. It is possible to get new work. Don't get discouraged, just keep pushing forward in life."

*HOME was created by Eastern Kentucky Concentrated Employment Program, Inc. (EKCEP) with a two-year National Emergency Grant from the U.S. Department of Labor's Employment and Training Administration. The program is open to the residents and employers who meet the grant specifications.*

*To learn more about Big Sandy Area Community Action Program (BSACAP) and their programs, visit [www.bsacap.org](http://www.bsacap.org) or call the service office in your county.*



Lowe pictured with young client.



## BREAKING GROUND FOR THE FUTURE

GA - Concerted Services, Inc. is proud to announce that construction is currently under way for a new 12,000 sq. ft. facility in Appling County recognized as a first of its kind in Southeast Georgia.

### What makes this facility unique?

Once completed, this facility will house a Head Start/Early Head Start program alongside a Senior Center. The operation of these two programs under one roof will pave the way for exciting intergenerational activities with immense benefits for both age groups. Both the Senior Center and Head Start have been operated by Concerted Services, Inc. in Appling County for many years. With the completion of the new facility planned to coincide with the start of the 2017-2018 school year, Head Start Director Shelli Tyre and Community Services Director Diane Rogers are very excited about the opportunities to come.



### Why are the combined activities important?

It is well established that activities that bring different age groups together have direct positive benefits for young and old. For our Head Start students, many of whom come from a single-parent home, the involvement of a senior can provide additional support, increase self-esteem, and even improve behavior. For seniors, many of whom live alone, the interaction with children can provide increased connectedness and feelings of self-worth.



Achievements of this scale do not happen alone. Collaborations and support from local government are what made this dream a reality. Concerted Services, Inc. is appreciative of the commitment shown by the Appling County Commission and residents who voted to fund the building. This is truly a case of the **community taking action to improve lives!**

*Concerted Services, Inc. is a premier community action agency committed to investing in lives and transforming communities one person at a time. <http://concertedservices.org>*



## AND THE WINNER IS...NCCAA WINS NATIONAL HEALTHY 10 AWARD!



## HEALTH MEANS BUSINESS

The Healthy10 Awards honored ten significant partnerships or initiatives involving cross-sector collaborations between local businesses and traditional and non-traditional partners to improve community wellness and economic opportunity at its Health Means Business National Summit in Washington, DC, February 15-16, 2017. The Awards were instituted through the *Health Means Business* campaign, an unprecedented partnership to *foster business engagement in the wellness of our nation's communities*, by the U.S. Chamber Foundation, with support from the Robert Wood Johnson Foundation, and local and regional chambers of commerce.

The North Carolina Community Action Association was one of three winners chosen in the Healthy Environment category for its efforts to improve the health, safety, and energy efficiency of low-income households to prevent chronic diseases that severely impact a person's health and quality of life through the "Duke Energy Helping Home Fund" initiative. Since launch, this partnership has helped nearly 3,000 families have safer, healthier homes.

[Click Here to Learn More!](#)

## TRAGEDY AVERTED THROUGH BIG SANDY AREA COMMUNITY ACTION'S WEATHERIZATION PROGRAM

KY - "It's a miracle we weren't dead already," said Johnson County homeowner Darvin Grim. Grim and his wife Judy have lived in their home for 10 years and were unaware of the carbon monoxide threat their heating system posed to their lives.

Heating their home had become a challenge and the electric heating system they had was too big to be carried by their breaker box. To keep warm, the Grims used an old coal burning stove and an old propane space heater to heat just one room. Grim knew the house needed better insulation, but household expenses kept him from being able to put it in himself, so he contacted Big Sandy Area Community Action's Weatherization Assistance Program to see if they could help. BSACAP's



Judy and Darvin Grim are standing in their safe and warm Johnson County home this winter through the help of the Big Sandy Area Community Action Program's Weatherization Assistance Program.

Weatherization program is designed to help people with low-incomes get the repairs they need at no cost, offering them a long-term solution to heating and cooling problems and reducing home energy costs.

After BSACAP's Weatherization crew inspected the home, they found the structure had less than half of the insulation needed and the propane space heater was spewing extremely dangerous amounts of carbon monoxide. In fact, the Grims said they became very drowsy in the room with the heater, which is one of the signs of carbon monoxide poisoning. After the inspection, BSACAP's Weatherization crew got to work and installed a gas furnace that is 98 percent energy efficient, ensured that all holes and air leaks were sealed, installed a carbon monoxide detector and smoke detector, and installed a CFM vent designed to improve air quality.

Now the Grims have a safe and warm home to help them face the winter. "It's like daylight and dark," Judy Grim said. "The house has never been this warm. Everything they did makes a difference."

*The Weatherization Assistance Program is funded by the U.S. Department of Energy and administered by the Kentucky Housing Corporation. Big Sandy Area Community Action Program is a nonprofit organization dedicated to providing a vast array of services to assist individuals and families in obtaining self-sufficiency. To learn more about BSACAP and their programs, visit [www.bsacap.org](http://www.bsacap.org) or call (606) 789-3641.*



## FOOD DESERTS....A COMMUNITY ACTION CALL TO ACT

GA - The question of healthy families is a regularly highlighted concern in most American cities and rural communities where there seems to be a diminishing presence of grocery stores that offer choices for customers seeking food that provide nutritious meals. In Atlanta, there is a plethora of food deserts and it seems we are not alone. Due to the phenomenon of gentrification and decaying communities, grocery store chain like Public, Kroger, Food Giant and many other popular ones are moving into more centralized, safe and even affluent areas.

Without transportation of convenience, certain citizens are unable to regularly shop for healthy foods. This is a common problem in large cities and the food sources have been more commonly that of corner markets and gas station grocery add-ones. In such cases, the food is not nutritious due to an absence of fresh vegetables, meat and fruit. Also, the cost of most grocery items is more expensive than those found in major grocery offerings. As well, it has become popular to find grocery items in Walmart, Target and popular drug stores like CVS and Walgreen. While it can be stated that food does exist for purchase in nearly all neighborhoods, it's the quality of food that has to be addressed.

*As this city is being revitalized by a dynamic housing boom and residents are being bought or "moved" out of their neighborhoods for new construction, so goes the food markets.*

Fulton Atlanta Community Action Authority has begun to address the problem of food sources in Atlanta which is the main city of Fulton County, GA. As this city is being revitalized by a dynamic housing boom and residents are being bought or "moved" out of their neighborhoods for new construction, so goes the food markets. The trend in Atlanta, over the past decade, has been that of creating new communities... absent of affordable housing. What must happen in these cases is a call to action by community programs which should have voice to speak on behalf of the low income citizens affected by these changes.

Commentary offered by Dr. Joyce Dorsey, CEO, Fulton Atlanta Community Action Authority, Georgia

*Since its inception in 1991, FACAA has helped more than one million residents through the carefully planned administration of social services, advocacy and community education.*

<http://www.facaa.org/>

How is Fulton County Addressing Food Deserts?



Fulton Fresh Mobile Farmer's Market Program

## MORE THAN A NEW PLACE TO LIVE

KY - On February 7th, KCEOC Community Action Partnership celebrated with new homeowner, Lenda Smith, the completion of her new home. Smith's new home was built by KCEOC as part of its Housing Development Program, in...

Barbourville, KY, an area familiar to Smith on land that has been in her family for years. Smith said, "We used to play in that same creek when I was a kid," as she pointed to the creek dividing her new front yard from the road. "We had to be careful, the rocks are slick, but we would play there all the time when we were little."

Smith had been living in downtown Barbourville, KY for over 10 years in a place she described as busy and noisy, while the house was being built. "The walls were thin, and you could hear everything. Here, it's quiet and peaceful, not like the city."



PICTURE: From L to R: Barry Turner, Steve Partin, Jill House, Johnny Bray, Lenda Smith, Clea Smith, Mary Mills, Michael Swafford, Jennifer Smith, Beverly Isom, Austin Isom, Judy Rose, Mike Sharp

Smith's new home is also special, because it allows her to be closer to her mother, who is now her neighbor. Smith was all smiles on the day of the open house, and thanked everyone involved in making her dream a reality. Along with KCEOC, the Federal Home Bank of Cincinnati, the Federation of Appalachian Housing Enterprise Inc., Forcht Bank, the Kentucky Housing Corporation, the U.S. Department of Housing and Urban Development, and the U.S. Department of Agriculture all played critical roles in helping build Smith's new home.

"It's more than a new place to live" Smith said. "It's being closer to family; it's being where I grew up. I've come back home."

*"KCEOC Community Action Partnership is dedicated to recognizing human potential, improving communities, and creating opportunities for change."*

<http://www.povertyisreal.org>



### 2017 CALENDAR

**MAY**

**CCAMP Certification Training - Violence in the Workplace**  
May 25-26, 2017 • Barbourville, KY  
[Click here to register.](#)

**AUGUST**

**2017 CAP Annual Convention**  
Aug. 29-Sept. 1, 2017 • Philadelphia, PA

**OCTOBER**

**SEACAA 2017 Annual Conference**  
Oct. 31-Nov. 3, 2017 • Biloxi, MS

**NOVEMBER**

**CCAMP Certification Training - Violence in the Workplace**  
Nov. 9-10, 2017 • Barbourville, KY  
[Click here to register.](#)

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**BOARD & ADMINISTRATOR NEWSLETTER**

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# Board & Administrator

FOR BOARD MEMBERS

March 2017 Vol. 33, No. 7

Editor: Jeff Stratton

## Build a trusting relationship with the CEO

Dr. Eugene Fram, professor emeritus in the Saunders College of Business at the Rochester Institute of Technology, believes that what is done in the business world, if done ethically, applies to nonprofits.

In a nutshell: A corporate entity's profit equals a nonprofit organization's mission and impacts, Fram said.

Fram (650.209.5724) said boards should work at building a trusting relationship with the executive director—one built for the long haul.

"What you need is substantial trust between the board and management," Fram said. If the two parties have a culture where both the board and the CEO understand that for which each party is responsible, you will build trust from the start, and this will gradually become ingrained into the relationship, he said.

"My feeling is the CEO should not be viewed as someone who works for the board, but they should instead be partners in a relationship, where both acknowledge their separate responsibilities," Fram said. The board's responsibilities are governance, while the CEO is responsible for operations, Fram said.

For the partnership to develop as it should, responsibilities need to be defined for each party that respect the necessary boundary lines, Fram said.

Fram gives six definitions that clarify what is the board's responsibility, and then the remainder of the organization's work should belong to the CEO. Here they are:

1. **Direct management.** This means the board employs and evaluates the CEO. The board also

provides long-term objectives that effect strategy that will achieve the organization's mission and provide impacts.

2. **Judge management.** The board receives and assesses the CEO's short- and long-term reports based on the board policy it has implemented.

3. **Approve management's actions.** This is the classic board overview function. When the board does this, however, it must recognize the CEO's authority over operations and therefore accept his or her decisions on day-to-day matters when they are related to operations. There must be substantial delegation by the board to the CEO for operations, and the board can't peer over the CEO's shoulder all the time.

4. **Advise management when advice is sought.** This is an important board action, in which the board acts as a counselor or a peer when talking about problems and challenges. But management has the final decision-making authority over operations and is accountable to the board for outcomes and impacts.

5. **Receive ongoing reports from management on the organization's up-and-coming talent.** The CEO is responsible for developing the organization's next generation of leaders, while the board is responsible for ensuring there is a quality "bench" in place. The board is also up-to-date on the organization's current issues and approves management's vision.

6. **Form an active partnership with the CEO to maintain a robust fund development effort.**

"With these six concepts as guidance, over time trust can be built," Fram said. ■

# Board & Administrator

FOR BOARD MEMBERS

April 2017 Vol. 33, No. 8

Editor: Jeff Stratton

## Design the perfect 'career ladder' to develop an outstanding board chair

Generally speaking, nonprofit board chairs are egregiously unprepared for the job.

That was a key finding of "Voices of Board Chairs, A National Study on the Perspectives of Board Chairs: How they prepare for and perceive their role in relation to the board," from the Alliance for Nonprofit Management's Governance Affinity Group.

Here is one important finding: 55% of chairs have fewer than three years on the board, with 16% having served less than one year.

Terrie Temkin, CoreStrategies for Nonprofits Inc. (954-985-9489; <http://www.corestrategies4nonprofits.com/>), said preparations for developing the board's top leader need to really commence at the board recruitment stage. Here's more:

### 1. Start work on chair development early.

Chair prep begins at onboarding. When the board recruits new members, it *needs* to view every person they recruit as having the potential to become a board chairperson. "That's very important," Temkin said.

To develop these types of high-quality individuals into board leaders, the board needs strategic programs for board orientation and ongoing board education. "Those are the programs that provide the background about the organization, the knowledge of the mission, the understanding of the community and the organization's impact to board members," Temkin said.

The orientation should also introduce board members to the governance function, the board's job and how to do it well, she said.

"When the ongoing education provided covers these skills or dimensions of board service, people

are far more knowledgeable and can use that knowledge in a way that strengthens them when they are in positions of leadership," Temkin said.

**2. Provide those identified with opportunities to develop.** Once the organization has selected an individual to groom for board leadership positions, he or she needs plenty of chances to grow and develop. This can occur through the opportunity to attend conferences, or through classes at a local community college or a United Way, for example, Temkin said.

"It would be great if this could be accomplished at the organization's expense, because that would allow all potential leaders to have the experience regardless of their financial situation," she said.

For organizations with limited funds for board education, get creative when it comes to providing opportunities for board member development. "This can occur at each meeting, in the form of a quick quiz on a topic that gives people a chance to test themselves on what they know," Temkin said.

The organization can also arrange opportunities for networking. Networking for board members can occur even within the organization—for instance, at a fundraising event, Philanthropy Day luncheons, a breakfast with leaders or a chamber function.

### 3. Build a board leader "career ladder."

Building a career ladder for a talented board member requires the organization to provide the necessary opportunities for this individual to take on other leadership positions. This might be chairing a bylaws or a planning committee, Temkin said.

"Those are two committees that would provide incredible background for a potential leader," Temkin said. ■

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**COMMITTEE REPORTING FORM**

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**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

Members Present \_\_\_\_\_ Members Absent \_\_\_\_\_

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**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):**