### CORRESPONDENCE

DOE/EA AWARD N	OTIFICATION	

Florida Department of Education Project Award Notification

		TAAS	H u Prouncation		
1	PROJECT RECIPIENT	2	PROJECT NUMBER		
2	Agriculture and Labor Program, Inc.	ļ.,	755-4057B-7CFE1		
3	PROJECT/PROGRAM TITLE	4	AUTHORITY		
	Migrant and Seasonal Farmworkers (MSFW) Statewide Emergency Assistance		17.264 Nat'l Farmworker Jo	obs Progra	m (USDOL)
	Statewide Emergency Assistance		USDE or Appropriate Agen	cy	
	TAPS 17B002		FAIN#:		
5	AMENDMENT INFORMATION	6	PROJECT PERIODS	***************************************	
	Amendment Number:		ā.		
	Type of Amendment:		Budget Period: 07/01/2016 -	06/30/2017	
	Effective Date:	<u> </u>	Program Period:07/01/2016 -		
7	AUTHORIZED FUNDING	8	REIMBURSEMENT OPTION	ON	
	Current Approved Budget: \$60,000.00		Federal Cash Advance		
	Amendment Amount:				•
	Estimated Roll Forward:				
	Certified Roll Amount:				
	Total Project Amount: \$60,000.00	<u> </u>			
9	TIMELINES				
	• Last date for incurring expenditures and issuing	pur	chase orders:		06/30/2017
	Date that all obligations are to be liquidated and	l fin	al disbursement reports submitt	ed:	08/20/2017
	Last date for receipt of proposed budget and pro	gra	m amendments:		06/30/2017
	Refund date of unexpended funds; mail to DOE	Co	mptroller, 325 W. Gaines Street	,	
	944 Turlington Building, Tallahassee, Florida 3	239	9-0400:		
	• Date(s) for program reports:				
	Federal Award Date :				07/01/2016
10			Comptroller Office	<b>Duns#</b> : 04	
	Program: James Haugli		Phone: (850) 245-0401	FEIN#: F	591634148001
	Phone: (813) 224-1920 Email: James.Haugli@fldoe.org				
	Grants Management: Unit B (850) 245-0496		*		
11	TERMS AND SPECIAL CONDITIONS	-			
6	This project and any amendments are subject to the pro	cedi	trac outlined in the Duciest Applica	4	1
	for Federal and State Programs (Green Book) and the C	Jene	ral Assurances for Participation in	Federal and	State Programs and
	the terms and requirements of the Request for Proposal	or F	Request for Application, RFP/RFA,	hereby incom	rporated by reference.
6	For federal cash advance projects, monthly expenditure	s m	ast be submitted to the Comptroller	's Office by t	he 20th of each month
	for the preceding month's disbursements utilizing the O	n-Lı	ne Disbursement Reporting System	١.	
	Other:				
					*
12	A DEDONIED.			4 0000 ·	***************************************
14	APPROVED:		7/ 1	FLC	RIDA DEPARIMENT OF
	I House Hancolle, Power	_	1119111	( TE	DUCATION
	Authorized Official on behalf of Pam Stewart		Date of Signing	- wave	minimum and an analysis of the second
	Commissioner of Education		ram or preming		

DOE-200

Revised 07/15

## HUD ASSISTANCE AWARD/AMENDMENT

### **Assistance Award/Amendment**

### U.S. Department of Housing and Urban Development

Office of Administration

Assistance Instrument		2. Type of Action			
Cooperative Agreement	X Grant	X Award Amendment			
3. Instrument Number	4. Amendment Number	5. Effective Date of this Action	6. Control Number		
HC160421073		October 1, 2015	HC160421073		
7. Name and Address of Recipient		8. HUD Administering Office			
THE AGRICULTURE AND L	ABOR PROGRAM, INC.	U.S. Department of Housing a	and Urban Development		
300 Lynchburg Road		Office of Housing Counseling			
LAKE ALFRED, FL 33850-2	576	40 Marietta Street, SW, 15th F	loor		
		Atlanta, Georgia 30303			
TIN NUMBER: 59-1634148		8a. Name of Administrator	8b. Telephone Number		
DUNS NUMBER: 04021016	3	Cheryl W. Appline	(678) 732-2696		
10. Recipient Project Manager		9. HUD Government Technical Representative			
Deloris Johnson, 863-956-3	491-212	Johnnie Young 817-978-5823			
11. Assistance Arrangement 12.	Payment Method	13. HUD Payment Office			
∑ Cost Reimbursement	Treasury Check Reimbursement	CFO Accounting Center/HUD			
_ Cost chaining	Advance Check	PO Box 901013			
☐ Fixed Price	Automated Clearinghouse	Fort Worth, TX 76101			
14. Assistance Amount		15. HUD Accounting and Appropriation	on Data		
Previous HUD Amount	\$	15a. Appropriation Number	15b. Reservation number		
HUD Amount this action	\$15363.00	8616/170156	HC160421073		
Total HUD Amount	\$15363.00	Amount Previously Obligated	\$		
Recipient Amount	\$	Obligation by this action	\$15363.00		
Total Instrument Amount	\$15363.00	Total Obligation	\$15363.00		
16. Description					

FY 2016 - HOUSING COUNSELING GRANT VOUCHER UNDER LOCCS BUDGET LINE ITEM 9500.

GRANT TYPE: COMPREHENSIVE COUNSELING

LOCCS Draw Down Expiration Date: 9/30/2017 Period of Performance: 10/1/2015 to 3/31/2017

17. Recipient is required to sign and retu of this document to the HUD Adminis		18. Recipient is not required to sign this document.				
19. Recipient (By Name)		20. HUD (By Name)				
Deloris Johnson		Cheryl W. Appline				
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)			
Chief Executive Officer	07/12/16	Director, Oversight and Accountability	06/30/2016			

- 4. This Grant Agreement; and
- 5. HUD Handbook 7610.1-REV-5.
- B. <u>No waiver</u>. No delay or omission by HUD to exercise any right or remedy available to it under this Agreement or applicable law, or to insist upon strict compliance by the Grantee with its obligations hereunder shall impair any such right or remedy or constitute a waiver of HUD's right to demand exact compliance with the terms of this Agreement.
- C. <u>Applicable Law</u>. This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with Federal law.
- D. <u>Relationship of the Parties</u>. No party to this Agreement is an agent of the other party, and neither party has the authority to represent or bind the other party to anyone else as to any matter.
- E. <u>Survival</u>. Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions. The applicable regulations at 2 C.F.R. §§ 200.16, 200.343, and 200.344 describe Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.

IN WITNESS WHEREOF, each of the Parties has caused the following Housing Counseling Program 2016 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2016 Grant Agreement delivered by HUD to Grantee have been accepted unless such change is acknowledged by HUD through a signature on the page of the Grant Agreement containing such change.

GRANTEE:

HUD:

The Agricultural and Labor Program, Inc.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Rv.

Name: Deloris Johnson

Title: Chief Executive Officer

Date: 07/12/16

By

Name: Cheryl W. Appline

Title: Director

Date: June 30, 2016

### HHS NOTICE OF AWARD / (3 OF YEAR 5)

### **DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

								1		
1. AWARDING OFFICE:					2. ASSISTANCE TYPE: 3. AWARD NO.: 4. AMEND. N				AMEND. NO.	
Office of Head Start					Discretionary Grant 04CH4739-03-01 1			1		
5. TYPE OF AWARD: 6. TYPE					OF ACTION: 7. AWARD AUTHORITY:					
Service			Suppl	ement	ement 42 USC 9801 ET SEQ.					
8. BUDGET PERIOD:			9. PRO	JECT PER	IOD:		10	. CAT NO.:		
07/01/2016 THRU	06/30/	/2017	07/01/	/2014	THRU 06/3	0/2019	9:	3.600		
11. RECIPIENT ORGANIZATION AGRICULTURAL & LABOR PR 300 Lynchburg Rd Lake Alfred, FL 33850-2576 Grantee Authorizing Official: W	s Chairperso	on			/ PROGRAN ly Head Star		i:			
13. COUNTY:		14. CON	R. DIST:		15. PRINCIPA	AL INVE	ESTIGAT	OR OR PRO	GRAM	DIRECTOR:
Polk		10		(4)	Elizabeth Yo					Start Director
16. APPROVE	BUDG	ET:			1	17. AW/	ARD COM	PUTATION	:	
Personnel		\$ 4.180	,893.00	A. NON-F	EDERAL SHAF	RE	\$	1,853,	521.00	20%
Fringe Benefits			,836.00	B. FEDEF	RAL SHARE		\$	7,414,	082.00	80%
Travel		\$ 13,000.00 18. FEDERAL SHARE COMPUTATION:								
Equipment		\$	0.00		FEDERAL SH					7,414,082.00
Supplies					LIGATED BALA					0.00
			,500.00	C. FED. S	HARE AWARD	ED TH	IS BUDGI	ET PERIOD.	\$	7,284,907.00
Contractual		\$ 423	,285.00	19. AMOL	JNT AWARDED	O THIS	ACTION:		\$	129,175.00
Facilities/Construction		\$	0.00		RAL \$ AWARD	ED TH	IS PROJI	ECT		
Other			,721.00	PERIOD:					\$	21,983,896.00
Direct Costs		\$ 6,724	,235.00	21 AUTH	ORIZED TREA	TMENT	COE DDC	CRAM INC	OME.	
Indirect Costs At % of \$		\$ 689	,847.00	9	nal Costs		OFFRO	ORAW INC.	OME.	
In Kind Contributions		\$	0.00	22. APPL	ICANT EIN:		23. PAY	YEE EIN:	24.	OBJECT CLASS:
Total Approved Budget.		\$ 7,414	,082.00	5916341	48		159163	34148A1	41	.51
			25. FIN	IANCIAL II	NFORMATION:	-		DUNS	0402	210163
ORGN DOCUMENT NO.	A	PPROPRI	ATION	CAN	NO.	NE	W AMT.	UNO		NONFED %
04CH473903		75-16-	1536	6-G04	4122	\$	93,168	.00		
04CH473903		75-16-	1536	6-G04	4120		\$0	.00		
04CH473903		75-16-	1536	6-G04	4125	\$	36,007	.00		
26. REMARKS: (Continued on separate sheets)										

27. SIGNATURE - ACF GRANTS OFFICER	DATE:	28. SIGNATURE(S) CERTIFYING F	UND AVAILABILITY
Ms. Cheryl Pressley	08/05/2016	Mr. Omar Barrett	08/04/2016
29. SIGNATURE AND TITLE - PROGRAM OFF	ICIAL(S)	DATE:	A second discount of the second of the secon
Captain Robert Bialas - Regional Program N	/lanager	08/04/2016	
DGCM 3 785 (Pay 96)			

### DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES NOTICE OF AWARD

AGRICULTURAL & LABOR PROGRAM INC, THE

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OF Office of Head Start								/ARD NO.: ICH4739-03-01	4. AMEND. NO.
5. TYPE OF AWAR Service	RD:		6. TYPE OF ACTION: Supplement			110,000	AWARD AUTHORI USC 9801 ET SEQ	10.00	
8. BUDGET PERIO 07/01/2016	DD: THRU	06/30/2017	9. PROJECT PERIOD: 07/01/2014 THRU 06			06/30/20	19	10. CAT NO.: 93.600	
11. RECIPIENT OF	RGANIZATI	ON:							

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED?
	04CH473903	75-16-1536	6.G044121	00.00		7

### DEPARTMENT OF HEALTH AND HUMAN SERVICES **ADMINISTRATION FOR CHILDREN AND FAMILIES** NOTICE OF AWARD

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OF					STANCE T onary Grar		10.5 0.00	/ARD NO.: ICH4739-03-01	4. AMEND. NO.
5. TYPE OF AWA Service	RD:		6. TYPE Suppler	OF ACTION	ON:		0.000	AWARD AUTHORIT USC 9801 ET SEQ.	Υ:
8. BUDGET PERI 07/01/2016	OD: THRU	06/30/2017		ECT PER		06/30/20	10	10. CAT NO.: 93.600	
44 DECIDIENT O			0770	72014	THRU	00/30/20	19	95.000	

### 11. RECIPIENT ORGANIZATION:

AGRICULTURAL & LABOR PROGRAM INC. THE

### STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) thatare applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at http://www.hhs.gov/grants/grants/policiesregulations/index.html of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking VictimsProtection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.acf.hhs.gov/discretionary-post-award-requirements. This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text

of the award term, go to http://www.acf.hhs.gov/discretionary-post-award-requirements.This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to http://www.acf.hhs.gov/discretionarypost-award-requirements.

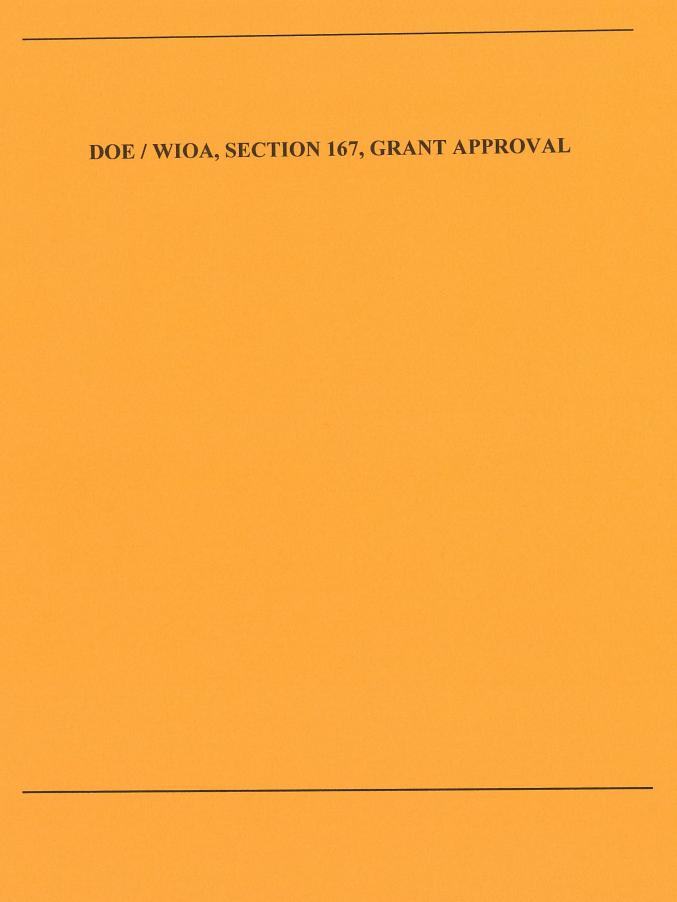
Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuityviolations potentially affecting the federal award. Subrecipients must disclose, in a timelymanner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violationspotentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children for Children and Families U.S. Department of Health and Human ServicesOffice of Grants ManagementATTN: Grants Management Specialist330 C Street, SW., Switzer BuildingCorridor 3200Washington, DC 20201 AND

U.S. Department of Health and Human ServicesOffice of Inspector GeneralATTN: Mandatory Grant Disclosures, Intake Coordinator330 Independence Avenue, SW, Cohen BuildingRoom 5527Washington, DC 20201Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180& 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This grant is subject to the requirements as set forth in 45 CFR Part 75. This award is subject to HHS regulations codified at 45 CFR 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, and 1310. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.





### State Board of Education

Marva Johnson, Chair
John R. Padget, Vice Chair
Members
Gary Chartrand
Tom Grady
Rebecca Fishman Lipsey
Michael Olenick
Andy Tuck

Pam Stewart Commissioner of Education

Rod Duckworth, Chancellor Career and Adult Education

Deloris Johnson, Executive Director The Agricultural & Labor Program, Inc. P.O. Box 3126 Winter Haven, FL. 33885

RE: WIOA, Section 167, PY 2016 Grant Application Approval

The Florida Department of Education (FDOE)'s Career and Adult Education Division, Farmworker Career Development Program Office in Tampa has reviewed your grant application for employment and training assistance under Florida's Farmworker Career Development Program (FCDP), as required by the FDOE Green Book in response to a Request for Applications (RFA) for Program Year (PY) 2016. This RFA promulgates education, training, and employment related services to eligible Migrant and Seasonal Farmworkers as authorized by the Workforce Innovation and Opportunity Act (WIOA), Section 167, National Farmworker Jobs Program (NFJP) and the US Department of Labor (US DOL), Employment and Training Administration (ETA).

Your agency's PY 2016 grant application, as amended by the program office, is approved. Modifications to your grant budget and project design are attached to this correspondence. A DOE Form 200, Project Award Notification, specifying the amount of your grant allocation is also attached to this correspondence. Your grant funds will be available upon receipt of this notice through the Cash Advance and Reporting of Disbursements System (CARDS). Monthly disbursement reports as outlined in FCDP Policy Memo 13-05 are required to be submitted to the program office by the 20<sup>th</sup> of the month following the disbursement month and should be generated using the electronic disbursement Excel workbooks (e599s) generated by the program office. Your PY 2016 master e599 workbooks will be forwarded to your finance office not later than August 20, 2016 by the program office.

If any third-party contractors are paid from this grant, a copy of the contract needs to be on file in the Tampa program office. Please review your application project design and budget summary to see if any third-party contractors will be used for training support, placement services, or any other support service and ensure that a copy of the contract was either included in the original application or, if not, that it is mailed to the program office in Tampa prior to the expenditure of any funds for that contract. Similarly, if you included the purchase of any equipment as a budgeted item, please ensure that appropriate Projected Equipment Purchases Form is provided to the Tampa program office prior to the purchase of the equipment.

Please take note of the attached FCDP Customer Satisfaction Survey. This survey instrument has been updated for PY 2016 and should be completed by every participant upon exit from the program. Completed surveys should be forwarded to the Tampa program office on the last day of each month for all participants who exited that month. US DOL performance measure goals for PY 2016 for your organization are listed on the Balanced Performance Report Form which will be forwarded to your office by August 12, 2016.

In addition, please ensure compliance with the attached Special Conditions for WIOA, Section 167, Project Awards. These special conditions along with all other RFA requirements will form the basis for the annual monitoring and data validation on-site visits. Forms required to comply with elements in these special conditions will be forwarded to your local project coordinator by Aug 31, 2016 by the program office.

FDOE's Career and Adult Education Division grant and program offices look forward to working with your organization as you continue offering services to farmworkers through this federal program. We appreciate your commitment and dedication to creating economic opportunities for migrant and seasonal farmworkers and their families.

If you have any questions, please contact the Tampa program office at (813)224-1920.

Sincerely,

### James A. Haugli

James Haugli Director, Farmworker Career Development Program

### **Enclosures**

DOE 200, Project Award Notification DOE Form 101S, Program Budget (annotated) Project Design Modifications (if any) FCDP Customer Satisfaction Survey Special Conditions for WIOA Projects

cc: Cheryl Burnham
Yaritza Diaz
Al Miller
Dennis Gniewek
Jeannie Russell
Shirley Caban-Tellez
Antonio Roman-Perez

### ALPI & FL NON-PROFIT AGREEMENT

# AGREEMENT BETWEEN THE AGRICULTURAL AND LABOR PROGRAM, INC. And FLORIDA NON PROFIT HOUSING, INC.

This contract agreement is entered into this 11<sup>th</sup> day of August, 2016 by and between, **The Agricultural and Labor Program, Inc.**, hereinafter referred to as ALPI, whose address is 300 Lynchburg Road, Lake Alfred, Florida 35850-9000, and by **Florida Non Profit Housing, Inc.**, hereinafter referred to as FNPH, whose mailing address is P.O. Box 1987, Sebring, FL 33871-1987, who is the recipient of U.S. Department of Labor **Workforce Innovative Opportunity Act (WIOA)** Section 167 Temporary and Emergency Housing Related Assistance funds. The period of this grant is July 1, 2016 - June 30, 2017. The Catalog Domestic Federal Assistance (CDFA) #: 17.264.

ALPI has 48 years of experience in administering statewide emergency services to migrant and seasonal farmworkers. ALPI will provide temporary and emergency housing related assistance statewide, except Broward and Dade Counties, to WIOA, Title I, Section 167 eligible migrant and seasonal farmworkers. Temporary and emergency housing related assistance consist of: referrals to counseling agencies, One Stop Centers, or other farmworker agencies; rental payments, and utility payments. Temporary and emergency housing related assistance is provided only for a short period of time and only because of extraordinary circumstances.

ALPI will provide temporary and emergency housing related assistance to a minimum of 176 eligible farmworkers in ALPI's service area.

The award contract with FNPH for program year 2016-2017 will be \$48,400 ALPI will provide programmatic and fiscal analysis encompassing the collection and reporting of client data for U.S. DOL reporting purposes; intake and provision of services, including types of services.

In order to achieve a more equitable distribution between funds spent on direct services and funds spent to deliver direct services, \$44,000 will be reserved for temporary and emergency housing related assistance, and \$4,400 will be for ALPI's operating expenses.

The method of payment: cost reimbursement basis. ALPI shall submit monthly invoices, along with supporting expense documentation of each client on forms required showing in detail the services rendered to migrant and seasonal farmworkers, and operating costs. FNPH will promptly process the request.

The effective dates of this contract shall be July 1, 2016 to June 30, 2017.

In witness thereof, the parties have executed this agreement on the date first stated above.

The Agricultural and Labor Program, Inc.

Florida Non Profit Housing, Inc.

Deloris Johnson, Chief Executive Officer

Selvin McGahee, Executive Director

### PERFORMANCE MEASURES, STANDARDS, AND REPORTING REQUIREMENTS

The following performance measures, standards, and reporting requirements apply to this agreement.

- 1. Of the total award, \$44,000 will be reserved for the direct provision of temporary and emergency housing related assistance to eligible migrant and seasonal farmworkers.
- 2. ALPI will monitor average assistance levels to insure that a minimum of 176 eligible migrant and seasonal farmworkers are provided with temporary and emergency housing related assistance.
- 3. FNPH sets a maximum of \$250.00 per individual case for temporary and emergency housing related assistance. Each case of temporary and emergency assistance shall be evaluated by ALPI on a case by case basis and in accordance with written policies for the delivery of temporary and emergency farmworker housing related assistance.
- 4. ALPI will give written notification to FNPH when the funds are depleted.
- 5. By the 10<sup>th</sup> of the month following the reporting period, ALPI will submit one copy of FNPH's form to FNPH (see attached).
- 6. By the 10<sup>th</sup> of the month following the reporting period, ALPI will submit hard copies of each client's file including the Intake, Work History, Family Income and report of services to FNPH.
- 7. **Personally Identifiable Information (PII):** ALPI is to ensure the privacy of all PII entrusted by participants and other individuals in ALPI's care. PII is not to be sent electronically, unless it is encrypted. Failure to comply or to otherwise improperly disclose or use PII will constitute a material failure to comply with the terms of this agreement and may subject your organization to termination, suspension of funds, or such other actions that FNPH may deem necessary to protect the privacy of participants or the integrity of the data.
- 8. All clients <u>are</u> to be referred to the Career Source or National Job Training Program.

# HS/EHS Environmental Health & Safety Review Corrective Action Plan

July 6, 2016

Ronniece Boston, M.S.
Program Specialist
Region IV Office of Head Start
61 Forsyth Street, Ste. 4M60
Atlanta, Georgia 30303-8909



Dear Ms. Boston:

On behalf of the Agricultural and Labor Program, Inc., I have enclosed the Corrective Action Plan which addresses the action steps taken to correct the two areas found to be out of compliance under the Environmental Health and Safety Federal Review conducted on January 12-15, 2016.

Based on the Head Start Review Report dated Mach 9, 2016, the timeframe for correction of the two areas found to be out of compliance is 120 days. Therefore, this letter serves as a confirmation that the two areas have been corrected. The attached documents represent the following:

- Corrective Action Plan
- Policy Council Approval Minutes
- Agendas and Sign In Sheets
- Resources used i.e., Performance Standards, laws, regulations and policy requirements
- Revised Operational Policies and Procedures

Should you need additional information, please feel free to contact me or Elizabeth Young, Deputy Director at (863) 956-3491.

Sincerely,

Deloris Johnson

Chief Executive Officer

cc: Elizabeth Young, Deputy Director Estercio Estime-Connelly, Policy Council Chairperson William Holt, Board of Directors Chairperson Capt. Robert Bialas, Regional Program Manager

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:

Deloris C. Johnson

E-Mail: admin@alpi.org

Corporate Office 300 Lynchburg Road Lake Affred, Florida 33850-2576 (863) 956-3491 Toll Free; 1 (800) 330-3491 Fax: (863) 956-3357

ADMINISTRATION & OPERATIONS QUALITY CONTROL DIVISION

ADMINISTRATION SERVICES
Budget & Finance
Human Resources
Operations and Quality Control
IT/Computer Support & Marketing

COMMUNITY SERVICES & ECONOMIC DEVELOPMENT DIVISION

CSBG Services
Service Areas: Polk, Highlands
and Hendry Counties

Farmworker Emergency Services Service Areas: Statewide

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

Housing Counseling Services Service Area: Polk County

Training and Employment Services
Service Area: Volusia County

ALPI Technical Education Center Service Area: Volusia County

### CHILD DEVELOPMENT & FAMILY SERVICES DIVISION

Head Start Services Service Area: St. Lucie County

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

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

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

Fax: (772) 464-3035

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





















Agricultural and Labor Program, Inc.

Head Start/Early Head Start Environmental Health and Safety Review Corrective Action Plan

Agricultural and Labor Program, Inc. FEDERAL REVIEW JANUARY 12-15, 2016 Grant: 04CH4739

**SUMMARY** 

On January 12-15, 2016, the Administration of Children and Families (ACF) conducted an Environment Health and Safety review of

the Agricultural and Labor Program, Inc., Head Start/Early Head Start Programs. Based on the review outcome, the programs were

found to be out of compliance in the areas of 1304.52 Human Resources - Staff and Supervision.

The Agricultural and Labor Program, Inc. has taken several action steps to correct the area that was found to be out of compliance;

which included the development of a Corrective Action Plan based on the Environmental Health and Safety Monitoring Report. The

following Corrective Action Plan represents the action taken to correct the areas identified to be out of compliance.

### Agricultural and Labor Program, Inc.

FEDERAL REVIEW JANUARY 12-15, 2016 Grant: 04CH4739

### HEAD START/EARLY HEAD START CORRECTIVE ACTION PLAN

AREAS OF NONCOMPLIANCE: 1304-Program Performance Standards for Operation of Head Start Programs by Grantees and Delegate Agencies. 1304.52 Human Resources Management. (i) Standards of conduct. (1) Grantee and delegate agencies must ensure that all staff, consultants and volunteers abide by the program's standards of conduct. These standards must specify that (iii) No child will be left alone or unsupervised while under their care; and (iv) they will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

STATEMENTS OF NONCOMPLIANCE: 1) The grantee did not ensure no child was left alone or unsupervised while under the care of staff. A child was left alone during transition to the playground. 2) The grantee did not ensure staff used positive methods of child guidance and did not engage in corporal punishment or emotional or physical abuse. A child was bitten by a teacher in the classroom.

DESIRED OUTCOME: Ongoing compliance with applicable State and Federal regulations.

ACTION STEPS	PERSON RESPONSIBLE	TARGET COMPLETION DATE	DOCUMENTATION	STATUS
1. Evaluate & review the agencies policies and procedures to in accordance with the following:  a. Head Start Performance Standards to include Staffing and Supervision to include but not limited to:  i. 1304.52 Human Resources Management ii. Information Memorandums  b. Agencies Personnel Policies & Procedures Standard of Conduct to include but not limited to:  i. Offenses leading to immediate termination ii. Supervision  iii. Discipline and Corporal Punishment iv. Child Abuse and Neglect  v. Reporting Requirements  c. Program Operations Policies & Procedures to include but not limited to:  i. Supervision  ii. Child Abuse and Neglect  iii. Reporting Requirements  d. Charter 65C-22 Florida Administrative Code Child Care Standards to include:  i. Supervision  ii. Discipline and Corporal Punishment	Chief Executive Officer Deputy Director Program Operations Directors Human Resources Director	02/22/2016 - 03/16/2016	Regulations & Policies and Procedures	Completed

## Agricultural and Labor Program, Inc. FEDERAL REVIEW JANUARY 12-15, 2016 Grant: 04CH4739

	ACTION STEPS	PERSON RESPONSIBLE	TARGET COMPLETION DATE	DOCUMENTATION	STATUS
2.	Based on the results of the evaluation and review activities, the agency will revise the identified policies and procedures if needed in accordance with the:  a. Head Start Performance Standards  i. 1304.52 Human Resources Management  ii. Information Memorandums  b. Charter 65C-22 Florida Administrative Code Child Care Standards  i. Supervision  ii. Discipline and Corporal Punishment	Deputy Director Program Operations Directors Human Resources Director Management Staff	02/22/2016 - 03/16/2016	Regulations & Policies and Procedures	Completed
3.	Submit recommendations to internal parties for review and feedback i.e. management staff.	Deputy Director Program Operations Directors Human Resources Director	02/22/2016 - 03/16/2016	Updated Policies & Procedures	Completed
4.	Conduct a meeting to inform staff of the policies and procedures changes and/or revisions.	Chief Executive Officer Deputy Director Program Operations Directors Human Resources Director	02/24/2016 – 3/31/2016	Agendas & Sign-in Sheets	Completed
5.	Submit policies and procedures revisions to Policy Council for review and approval.	Chief Executive Officer Deputy Director Program Operations Directors	06/22/2016	Minutes Updated Policies and Procedures	Completed
6.	Submit the Corrective Action Plan and supported documentation to the Regional Office in response to the Environmental Health & Safety Monitoring Report.	Deputy Director Program Operations Directors Human Resources Director	7/08/2016	Updated Policies & Procedures	In progress
7.	Monitor ongoing compliance.	Deputy Director Program Operations Directors Human Resources Director	Daily	Reporting Reports	In progress

Revised 6/7/2016

**3** | Page

# SENIOR CONNECTION 2016 Contracts & Quality Assurance Monitoring



August 3, 2016

Ms. Deloris Johnson, CEO
The Agricultural and Labor Program, Inc.
P.O. Box 3126
Winter Haven, FL 33885

Re: 2016 Contracts and Quality Assurance Monitoring

Dear Ms. Johnson:

This letter is to notify you of our upcoming 2016 Contracts and Quality Assurance Monitoring of the following program(s):

2015/2017 Master Contract 2016/2017 Emergency Home Energy Assistance Program (EHEAP)

Once again this year our monitoring will be a combined program and fiscal monitoring, and will include an expanded desk review process. A copy of the 2016 Contracts and Quality Assurance Monitoring Checklist will be emailed to you along with instructions for submitting the desk review items.

### <u>Please review the checklist carefully, and submit all required desk review items on or before Wednesday, August 31, 2016.</u>

Once the desk review items have been reviewed by our CQA staff, and the site visit has been completed, we will schedule a date and time for the on-site visit. The on-site visit will focus on reviewing the remaining items on the monitoring checklist, and discussing any deficiencies or findings.

Please direct any questions you may have concerning the monitoring or the desk review items to your Contract Manager. We appreciate your cooperation and efforts in completing the desk review items and preparing for the on-site visit.

Sincerely,

Phil Hollister

Director of Contracts and Quality Assurance

cc: Abbie Walters, Contract Manager

### **MOU – POLK COUNTY HEALTHY FAMILIES**

# MEMORANDUM OF UNDERSTANDING (Collaborative Agreement) BETWEEN Agricultural and Labor Program, Inc. Early Head Start

And

Polk County Healthy Families Polk

### L. PURPOSE AND SCOPE OF THIS AGREEMENT

This Memorandum of Understanding (MOU) is between Agricultural and Labor Program Inc. Child Development Services/Early Head Start and Healthy Families Polk Program. The purpose of this Agreement is to facilitate cooperation between the parties named herein and to strengthen the cooperative services to pregnant women, infants, toddlers, and preschoolers in the community.

Federal and state initiatives encourage the development of collaborative agreements/MOU to reduce the duplication of services. Through this Agreement, collaboration will facilitate improved direct delivery of services to pregnant women, infants, toddlers, and preschoolers. Collaboration will also facilitate the most effective utilization of available resources while minimizing duplications of service delivery.

### H. GENERAL PROVISIONS

### A. Term

The term of this Agreement is effective this 29 day of August 2016, until such time as revisions are determined to be necessary by either ALPI Child Development Services/Early Head Start or Healthy Families Polk. This agreement shall be reviewed every two years and renewed automatically unless ALPI Child Development Services/Early Head Start or Healthy Families proposed changes. Any party requesting a modification or termination of said MOU must notify the other party in writing stating the reasons for such request.

### B. Construction

This MOU is in no way to be construed as limiting or diminishing the responsibilities of ALPI Child Development Services/Early Head Start or Healthy Families Polk under state or federal law. In all instances this MOU is to be construed to comply with the requirements of state and federal law.

### C. Intent

The Intent of this MOU is:

- To ENSURE that cooperation and collaboration exist between ALPI Head Start/ Early Head Start and Healthy Families Polk in implementing and maintaining a health delivery system for pregnant women, infants, toddlers, and preschoolers at risk in the community.
- To ENSURE that this Agreement defines agency responsibilities and procedures for the coordination of services, and the provision of no fee health services to pregnant women, infants, toddlers, and preschoolers in the community.

### HI. Responsibility of Agricultural and Labor Program, Inc. Head Start/Early Head Start Staff

- a) The Child Development Services/Early Head Start Family Services Worker will inform the Health Services Manager if the family is being served by Healthy Families Polk.
- b) The Family Services Worker will obtain parent consent using the consent forms to Obtain and Reveal Confidential Information and Consent for Individual Services.
- Consents and referral forms will be forwarded by the Health Services Manager, to the contact person for the Healthy Families Polk
- d) Health Services Manager will develop an Individual Health Care Plan with the Family Services Worker, parent(s) with input from specialist/professional (if necessary) and Healthy Families Polk staff.
- e) The Family Services Worker will monitor cumulative Family Services files to ensure compliance with the Child Development Services Regulations/Early Head Start Performance Standards; identify all conditions that require follow-up and make required referrals to ensure that needed services are provided and identified conditions are eliminated.
- f) Health Services Staff will be available for staff consultation regarding medical implications, compliance and issues that the family may experience.

### IV. Responsibility of Healthy Families Polk Staff

- a) Provide referral information for children between birth and 5 years old that is identified as suspected or evaluated as developmentally delayed enrolled in Child Development Services/Early Head Start. Healthy Families Polk staff will provide referral information for the ALP! Child Development Services/Early Head Start program including telephone number and address of service location.
- b) Healthy Families Polk Staff will link the pregnant woman, infant/toddler/preschoolers, and family with the appropriate service(s) needed in the community.
- Healthy Families Polk will facilitate appropriate and comprehensive screenings for postnatal depression.
- d) Healthy Families Polk Staff will provide training on early childhood education to parents. To include but not limited to:

- · Activities that promote parent-child interaction
- · Children growth and development
- · Help parents learn healthy ways of dealing with stress
- Teach positive parenting skills and age appropriate discipline options
- Empower parents to set and achieve personal and family goals
- e) Healthy Families Polk Staff will conduct home safety checks and educate parents about child safety.
- f) Healthy Families Polk Staff will help parents obtain their child's well child checks and immunization records to ensure all shots are up to date.
- g) Healthy Families Polk Staff will refer eligible families to Child Development Services/Early Head Start for services.
- h) Healthy Families Polk staff will provide education and training to ALPI Child Development Services/Early Head Start staff on the program services provided by Healthy Families Polk, as requested.

### V. 20 % Match

Services provided by the Healthy Families Polk have a monetary value of \$25.00 per hour. This amount will be applied ALP! Head Start/Early Head Start 20 % required match.

### VI. PROCEDURES FOR REVIEW AND MONITORING PROGRESS

- a) The parties named in this MOU will coordinate their efforts to monitor or review the services provided to pregnant women, infants/toddlers, and preschoolers served by the participating agencies.
- b) Share and agree upon procedures and forms for reporting services.
- Share progress reports from Early Head Start/Child Development Services and the Healthy Families staff as necessary.

### VII. DISPUTE RESOLUTION

Each agency signing this Agreement agrees to identify a liaison from his/her respective agency to investigate and work collaboratively to resolve any issues which may arise and to meet in person to discuss any problems within 30 days after the compliant has been filed. The parties agree that mediation or other administrative remedies should be tried first before filing for a formal legal resolution.

### VIII. CONFIDENTIALITY

All parties named in this MOU shall ensure that all necessary consent forms between agencies are signed.

### IX. SIGNATURES AND DISTRIBUTION OF AGREEMENT

- a) We the undersigned parties in our official capacities as representing the aforementioned agencies do hereby sign our names and dates for said MOU Agreement to become effective once agencies officials have signed.
- b) It is the responsibility of ALPI Child Development Services/Early Head Start Program Operations Director to distribute a signed copy of the MOU Agreement to the Director of Healthy Families Polk.

### Healthy Families Polk Program

Healthy Families Manager	Date:
Social Services Division Director Polk County Board of County Commissioners	Date:
Agricultural and Labor Program, Inc.	
Deloris Johnson, Chief Executive Officer	Date: 9-6-16
Colhabeth Ly ally Elizabeth Young, Division Deputy Director	Date: 8/36/16
Alena Stroder. Program Operations Director	Date: 8/80/16

# MOU – SAFESPACE, INC.

### July 1st, 2016 - June 30th, 2017 Memorandum of Agreement to Collaborate

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

SafeSpace and partnering agencies will ensure that the release of client-related information to SafeSpace or any other agency complies with the requirements of the federal Violence Against Women Act, which requires informed, reasonably time-limited written consent, and with any other applicable state and federal laws.

SafeSpace and partnering agencies will ensure all information released to community partners adheres to all applicable confidentiality and privilege laws, as well as any protocols agreed to by the partners addressing information sharing and cooperation in domestic violence prevention and investigation.

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, Inc. (ALPI) agrees to:

- 1. Refer clients to services offered by SafeSpace.
- 2. Share resource materials and distribute to benefit both client bases.

### 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 of domestic violence, geographic isolation, and strong social and cultural pressures confronted by immigrant and/or underserved survivors of domestic violence.
- 4. Provide one educational session 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: 8/29/2016

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

### **MOU – EAST COAST MIGRANT HEAD START**

### Memorandum of Understanding (MOU) Between

East Coast Migrant Head Start Project Florida Direct Services of St. Lucie County, hereinafter referred to as "ECMHSP"

### AND

The Early Learning Coalition of St. Lucie County, hereinafter referred to as "The Early Learning Coalition"

### Purpose:

The purpose of this understanding is to ensure coordinated efforts to plan, provide, and support activities for the early childhood community in the Treasure Coast area. The Head Start programs and the Early Learning Coalition support the right of all preschool children to receive a high quality educational experience.

### Responsibilities:

### The Head Start programs agree to:

- 1. Provide communication and parent outreach for smooth transitions to kindergarten as required in paragraphs 3 and 6 of section 642a of the Head Start Act (as amended December 12, 2007). Specifically, the Head Start programs will:
  - Seek the involvement of parents of participating children in activities designed to help parents become full partners in the education of their children.
  - Offer training, directly or through referral to local entities, in basic child development, including cognitive, social, and emotional development.
  - Share transition to kindergarten efforts with the Early Learning Coalition, as appropriate.
- Provide training and meeting room space in local communities to hold professional development, staff and
  parent trainings, community meetings, coordinated child registration efforts, or other mutually agreed
  upon events.
- 3. Provide transportation services for children and/or families as appropriate and as funding permits.
- 4. Provide other program elements as they become known to the Head Start programs, the State of Florida or the Office of Early Learning.
- 5. Enter into a provider agreement with the Early Learning Coalition to serve children in the service area, if applicable.
- 6. Ensure Head Start participation on all Early Learning Coalitions.

### The Early Learning Coalition agrees to:

- 1. Post Head Start program training opportunities on the Early Learning Coalition website, as appropriate.
- 2. Provide resources for extended day childcare services to meet the needs of working parents, as funding permits.
- 3. Enter into a provider agreement with the Head Start programs to serve children in the service area, if applicable.

### Both parties agree to:

- 1. Coordinate and promote high quality educational activities, curricular objectives, and instruction among all early childhood programs.
- 2. Ensure public information dissemination and access to early childhood program information for all families.
- 3. Act as a source of referrals to families for all program options available to children and their families.
- 4. Share specific selection priorities and eligibility guidelines for each funding source to ensure the enrollment of as many eligible children as possible.
- 5. Coordinate efforts and share information regarding mutual service areas for each funding source and agency, as appropriate.
- 6. Provide staff training, including opportunities for joint staff training on topics such as academic and developmental standards, instructional methods, curricula, social and emotional development.
- 7. Share training calendars and resources, as appropriate.
- 8. Coordinate mass registration efforts in each community served, as appropriate.
- 9. Provide technical assistance through collaboration using available material and human resources.

This MOU is made and entered into this 2nd day of August, 2016, between the Head Start Programs and the Early Learning Coalition. It will be revised periodically, and renewed biennially, by the parties to such memorandum, in alignment with the beginning of the public school year. This MOU is in effect through August 1, 2017.

Anthony F. Loupe, CEO

Early Learning Coalition of St. Lucie County

Jarred Trefeiner, Chair of Early Learning Coalition

of St. Lucie County

Delorie Johnson, Chief Executive Officer

(ALPI) The Agricultural and Labor Program, Inc.

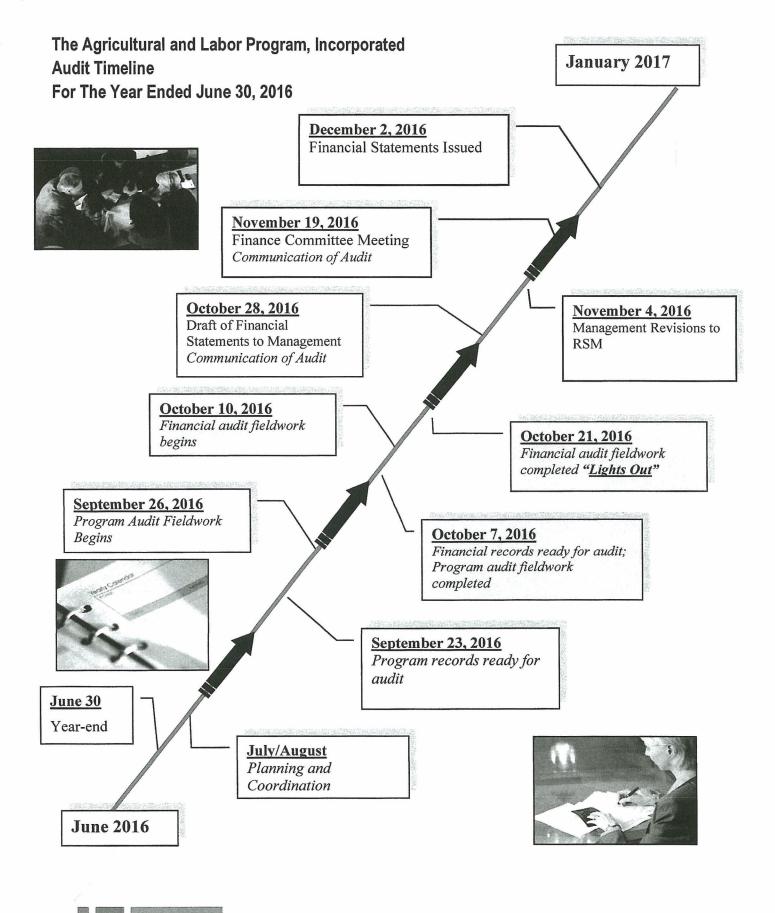
Myrna Rodriguez, Director

(ALPI) St. Lucie County Head Start

Loretta Huggins, Head Start Administrator Florida Direct Services Eastern Region

Date Submitted to the Florida Head Start Collaboration Office:

# **2016 INDEPENDENT AUDIT TIMELINES**





### SUPER CIRCULAR CHANGES

SPECIAL EDITION 2014

## $\overline{\text{CAPLAW}}_{update}$







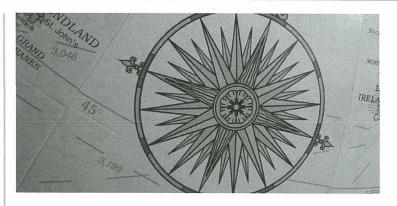
## Navigating the OMB Super Circular Changes

By Eleanor A. Evans, Esq.

Community Action Agencies (CAAs), states and other entities receiving federal grant funds are readying themselves for significant changes to the rules governing how they spend and administer their federal grant funds, which will take effect later this year. These new rules are known informally as the "OMB Super Circular" or "Omni Circular." This newsletter provides an overview of the Super Circular changes to assist CAAs and other Community Services Block Grant (CSBG) organizations in navigating the Super Circular and in preparing to comply with its requirements. This initial Q&A focuses on overarching aspects of the Super Circular and is followed by articles that walk through the changes to the uniform administrative requirements, federal cost principles, and audit requirements. Stay tuned for future updates and clarifications on the Super Circular from CAPLAW.

#### What Is the Super Circular and Why Was It Issued?

The federal Office of Management and Budget (OMB) issued the Super Circular on December 26, 2013 in the form of final regulations officially titled "Uniform Administrative



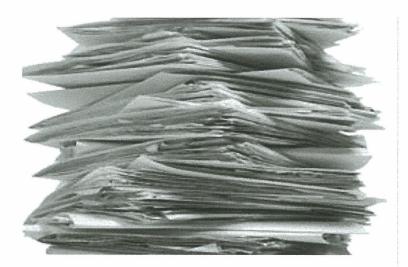
Requirements, Cost Principles, and Audit Requirements for Federal Awards." For purposes of the Super Circular, the term "federal award" includes federal grants, cooperative agreements and other agreements for federal assistance, such as, loan agreements. (This newsletter uses the term "federal grant" interchangeably with the term "federal award.")

The Super Circular supersedes and streamlines requirements from the following OMB Circulars applicable to the administration, use and audit of federal grant funds by nonprofit organizations, state, local and tribal governments, and colleges and universities:

- A-122 (Cost Principles for Non-Profit Organizations)
- A-87 (Cost Principles for State, Local and Indian Tribal Governments)

Continued on page 3

INSIDETHIS ISSUE: Navigating the OMB Super Circular Changes (cover) • Administrative Requirements Review (page 7) • Cost Principles Analysis (page 14) • Audit Highlights (page 21)



#### Navigating the Super Circular (continued from cover)

- A-21 (Cost Principles for Educational Institutions)
- A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profits)
- A-102 (Grants and Cooperative Agreements with State and Local Governments)
- A-89 (Federal Domestic Assistance Program Information)
- A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- A-50 (Audit Follow-Up).1

The Super Circular is divided into six parts:

- Subpart A—Acronyms and Definitions;
- Subpart B—General Provisions;
- Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D—Post-Federal Award Requirements;
- Subpart E-Cost Principles; and
- Subpart F—Audit Requirements.

It also includes 11 appendices. Of particular note to CSBG network organizations are:

- Appendix I—Full Text of Notice of Funding Opportunity;
- Appendix II—Contract Provisions for Non-Federal Entity Contracts under Federal Awards;
- · Appendix IV—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
- Appendix V—State/Local Government and Indian Tribe-Wide Central Services Cost Allocation Plans; and

Appendix VII—States and Local Government and Indian Tribe Indirect Cost Proposals.

The Super Circular's primary objectives include: eliminating duplicative and conflicting guidance; focusing on performance over compliance for accountability; encouraging efficient use of information technology and shared services; providing for consistent and transparent treatment of costs; limiting allowable costs to make best use of federal resources; encouraging non-federal entities to have family-friendly policies; strengthening oversight; targeting audit requirements on risk of waste, fraud and abuse.2

OMB developed the Super Circular in response to directives from President Obama regarding reducing unnecessary regulatory and administrative burdens, redirecting resources to services that are essential to achieving better outcomes at lower cost, and strengthening accountability by intensifying efforts to eliminate payment error, waste, fraud and abuse. In doing so, OMB worked with the Council on Financial Assistance Reform (COFAR), an interagency group of federal executive branch officials that coordinates governmentwide financial assistance initiatives. OMB published an advance notice of proposed guidance in February 2012 followed by a notice of proposed guidance in February 2013, both of which solicited public input on the grant reform proposals and invited the public to make additional reform recommendations. The public responded with more than 300 comments on each of the two notices.3

In response to over 200 questions and comments received since the final Super Circular regulations were published in December 2013, the COFAR has issued Frequently Asked Questions (FAQs) on implementation of the Super Circular. The COFAR's August 29, 2014 FAQs include and update the FAQs it issued earlier in the year. The COFAR plans to continue issuing more FAQs in the future in response to additional comments and questions on the Super Circular, which may be submitted to the COFAR by email at cofar@ omb.eop.gov. A training webcast and other resource materials on the Super Circular are also available on the COFAR website.

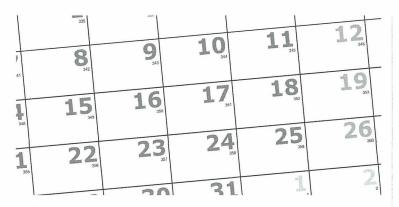
#### To Whom Does the Super Circular Apply?

"The Super Circular applies to federal agencies that make federal awards to non-federal entities... as well as to non-federal entities that grant funds.."

The Super Circular applies to federal agencies that make federal awards to non-federal entities (such as states or CAAs), as well as to non-federal entities that receive federal grant funds. Under the Super Circular, a nonfederal entity receiving federal grant funds may be a direct recipient of those funds (such as a state receiving Weatherization Assistance Program funds from

the U.S. Department of Energy or a CAA receiving Head Start funds directly from the U.S. Department of Health and Human Services' Administration for Children and Families) or a subrecipient receiving federal funds through a subaward

Continued on page 4



## Navigating the Super Circular (continued from page 3)

(such as a CAA receiving CSBG funds from a state or a child care "partner" organization receiving Head Start funds from a CAA). Any non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program is considered a pass-through entity. Thus, as noted above, in some cases, a CAA may be a recipient or a subrecipient; in other cases, it may be a pass-through entity (such as when it makes a subaward of Head Start funds to a delegate agency or child care partner organization).

Different rights and responsibilities apply to non-federal entities depending on whether they are recipients, subrecipients or pass-through entities. Pass-through entities are required to follow the Super Circular requirements applicable to pass-through entities but not requirements directed toward federal awarding agencies unless the Super Circular or the terms and conditions of their federal awards specifically indicate otherwise.<sup>4</sup>

## Do All the Requirements of the Super Circular Apply to All Federal Grant Programs?

The Super Circular's audit requirements apply to all federal awards. However, certain federal programs are exempted from a number of the Super Circular's other requirements.

For example, except for the requirement to provide public notice of federal financial assistance program, Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) does not apply to:

- Entitlement programs such as Medicaid and Temporary Assistance for Needy Families (TANF);
- Entitlement awards under the Commodity Assistance, Summer Food Service Program for Children, and the Child and Adult Care Food Program; and
- Non-discretionary awards under the Special Supplemental Nutrition Program for Women Infants and Children (WIC), the Emergency Food Assistance Programs, and the Commodity Supplemental Food Program.<sup>5</sup>

By the terms of the Super Circular, block grants authorized

"By the terms of the Super Circular, block grants... are only subject to the following provisions..." under the Omnibus Reconciliation
Act of 1981 (including, for example:
CSBG, the Low-Income Home Energy
Assistance Program (LIHEAP), the
Social Services Block Grant, and
the states' program of Community
Development Block Grant (CDBG)
awards for small cities – and federal

awards authorized under the Child Care and Development Block Grant Act of 1990) are only subject to the following provisions: the requirement to provide public notice of federal financial assistance programs; rules on distinguishing between subrecipients and subcontractors; requirements for pass-through entities; and rules on fixed amount subawards.6 Note, however, that the federal CSBG Act, which takes precedence over the Super Circular, requires states to ensure that recipients of CSBG funds follow the OMB circulars;7 therefore, CAAs must comply with the Super Circular's administrative requirements, cost principles and audit requirements with respect to their CSBG funds. Also, keep in mind that although certain Super Circular requirements, such as the cost principles, may not apply to these block grant programs (other than CSBG), a state may choose to require subrecipients of block grant funds under these programs (such as CAAs receiving LIHEAP funds) to follow the Super Circular requirements.

## When Does the Super Circular Become Effective?

In GENERAL – Federal awarding agencies must adopt regulations implementing the Super Circular to be effective by December 26, 2014.8 The Super Circular's administrative requirements and cost principles will apply to new federal awards issued by federal awarding agencies

on or after December 26, 2014. These requirements will also apply – in the case of federal awarding agencies that consider incremental funding actions on previously made awards to be opportunities to change award terms and conditions – to the first funding increment issued on or after December 26, 2014. For example: A CAA that is awarded a five-year Head Start grant will receive those funds in five,

"The Super Circular's administrative requirements and cost principles will apply to new federal awards issued by federal awarding agencies on or after December 26, 2014."

one-year increments. If a CAA's first increment is issued September 1, 2014, the CAA will not be subject to the Super Circular with respect to funds received for that increment – i.e., for the period September 1, 2014 through August 31, 2015. However, it will be subject to the Super Circular for the remaining four one-year funding increments. Existing federal awards that do not receive incremental funding with new terms and conditions will continue to be governed by the terms and conditions of the original federal award; thus, the Super Circular will not retroactively change the terms and conditions for funds a non-federal entity has already received.<sup>9</sup>

INCREMENTAL FUNDING – For incremental funding that is subject to the Super Circular, non-federal entities are not obligated to segregate or otherwise track old funds and new funds but may do so at their discretion. For example, a nonfederal entity may track the old funds and continue to apply the federal award flexibilities to the funding awarded under the old rules. For federal awards made with modified award terms and conditions at the time of incremental funding actions, federal awarding agencies may apply the Super Circular to the entire federal award that is uncommitted or unobligated as of the federal award date of the first increment received on or after December 26, 2014.10

SUBAWARDS – The effective date of the Super Circular for subawards is the same as the effective date of the federal award from which the subaward is made. The requirements for a subaward, no matter when made, flow from the requirements of the original federal award from the federal awarding agency.11 Thus, if the federal Office of Community Services (OCS), which administers the CSBG program, makes a FY 2015 CSBG award to a state effective October 1, 2014. the Super Circular rules will not apply to subawards of those CSBG funds to CAAs. However, FY 2016 CSBG funds that OCS awards to a state effective October 1, 2015 and the state then passes through to CAAs will be subject to the Super Circular. Presumably, OCS would treat any FY 2015 CSBG funds appropriated under a continuing resolution effective on or after December 26, 2014 as governed by the FY 2015 CSBG terms and conditions effective as of October 1, 2014 and therefore not subject to the Super Circular, rather than applying the Super Circular to that portion of FY 2015 funds appropriated after December 26, 2014. However, should this situation arise, states should confirm this assumption with OCS.

PERMITTED CHANGES TO ORGANIZATION-WIDE POLICIES - After the December 26, 2014 effective date, non-federal entities with both old and new awards (i.e., awards not covered by the Super Circular and those that are) may make changes to their entity-wide policies (for example to payroll or procurement systems) to comply with the Super Circular and will not be penalized for doing so.12



PROCUREMENT REQUIREMENTS - In light of significant changes to procurement rules made by the Super Circular. for the non-federal entity's first full fiscal year that begins on or after December 26, 2014, it must document whether it is complying with the old procurement standards or the new ones and must meet the documented standard. For example, if a CAA's fiscal year starts on July 1, its first full fiscal year beginning on or after December 26, 2014 would be the fiscal year ending June 30, 2016. The Single Audit Compliance Supplement will instruct auditors to review procurement policies and procedures based on the documented standard. For future fiscal years, all non-federal entities will be required to comply fully with the Super Circular. 13

#### INDIRECT COST RATES AND INDIRECT COST RATE PROPOSALS

indirect cost rates will remain in place until they are due to be re-

 Existing negotiated indirect cost rates will remain in place until they are due to be re-negotiated. The effective date of changes to indirect cost rates must be based upon the date that a newly re-negotiated rate goes into effect for a specific non-federal entity's fiscal year. Therefore, for indirect cost rates and cost allocation plans, federal

awarding and indirect cost rate negotiating agencies will use the Super Circular both in generating proposals for and negotiating a new rate (when the rate is due to be renegotiated) for non-federal entity fiscal years starting on or after December 26, 2014. For example, the Super Circular eliminates the concept of "use allowance" for depreciation. Nevertheless, a CAA with a negotiated rate that is based on a use allowance would continue to use its existing rate, based on the use allowance until the rate is due to be renegotiated.14

Non-federal entities may begin to submit actual cost proposals based on the Super Circular when they are due for fiscal years that begin on or after December 26, 2014. For example, if a CAA is required to submit a rate proposal based on FY 2014 actual costs to set rates for FY 2016, the rate proposal can be developed using the provisions in the Super Circular.15

AUDIT REQUIREMENTS – The Super Circular's audit requirements will apply to audits of non-federal entity fiscal years beginning on or after December 26, 2014.16 Thus, if a CAAs fiscal year starts July 1, the Super Circular would not apply to the audit for the CAA's fiscal year starting July 1, 2014, but would apply to the audit for its fiscal year starting July 1, 2015.

#### May OMB or Federal Awarding Agencies Make Exceptions to the Super Circular or Impose Additional Requirements?

No exceptions may be made to the Super Circular's audit requirements (Subpart F) – either by OMB or by any federal agency - nor may more restrictive audit requirements be imposed.

Continued on page 6

#### Navigating the Super Circular (continued from page 5)

OMB may allow exceptions to the Super Circular's other requirements for classes of federal awards or non-federal entities when those exceptions are not prohibited by statute. However, in the interest of maximum uniformity, any such exceptions will be permitted only in unusual circumstances. Exceptions for classes of federal awards or non-federal entities will be published on the OMB website. The federal awarding agency or the cognizant agency for indirect costs may authorize exceptions to Super Circular requirements (other than the audit requirements) on a case-by-case basis for individual non-federal entities, except where otherwise required by law or where OMB or other approval is expressly required by the Super Circular.

A federal awarding agency may apply more restrictive requirements (other than audit requirements) to a class of federal awards or non-federal entities when approved by OMB or required by federal statutes or regulations. 17

#### What Effect Will the Super Circular Have on Existing Federal Agency Guidance?

"...the Super Circular will existing OMB circulars on federal grant

As noted above, the Super Circular will supersede the existing OMB circulars on federal grant requirements (e.g., OMB Circulars A-122, A-87, A-110, A-133). In addition, all federal administrative requirements, program manuals, handbooks and other non-regulatory materials that are inconsistent with the requirements of the Super Circular will be superseded

upon implementation of the Super Circular by the federal agency, except to the extent they are required by statute or authorized in accordance with the provisions on exceptions and additional requirements discussed above.<sup>18</sup> One such item of non-regulatory guidance that will be superseded by the Super Circular is the Grants Policy Statement, issued by the U.S. Department of Health and Human Services (HHS), which currently applies to many of HHS's discretionary grants, including Head Start grants and CSBG training and technical assistance grants received by national and state CSBG network organizations directly from the federal Office of Community Services (OCS).

#### To Whom Should We Address Questions about the Super Circular?

Non-federal entities, such as CAAs and state CSBG offices, receiving funds directly from the federal government should address their questions to their federal funding agency or agencies, their cognizant agency for indirect costs or their cognizant or oversight agency for audit, depending on the subject of the question. Non-federal agencies, such as CAAs, receiving funds through a pass-through entity, such as state CSBG office, should address questions to their pass-through entity. OMB will answer questions from federal awarding agencies.19

#### What New Information Must Be Disclosed When Receiving a Federal Award?

The Super Circular requires federal awarding agencies to establish conflict of interest policies for federal awards. Nonfederal entities must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with the applicable federal awarding agency policy.20

A non-federal entity or an applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment.

#### Which Provisions of the Super Circular Are Likely to Have the Most Impact on **CSBG Network Organizations?**

Super Circular changes in the following areas are the ones likely to have the most significant impact on CAAs and other CSBG network organizations and to require changes to their organizational policies, systems and forms:

 PASS-THROUGH ENTITY REQUIREMENTS – Pass-through entities now ensure that every subaward is clearly identified as such and includes certain specified information, including information about the indirect cost rate that will apply to funds the subrecipient receives under the subaward. (Note that the term "passthrough entity" includes not only states but also CAAs and state CAA associations that make subawards of federal grant funds to other organizations.) Therefore, CSBG network organizations will need to develop new contract forms for use with their subrecipients that incorporate the required information.



- INDIRECT COSTS As noted above, a pass-through entity making a subaward must permit the subrecipient to apply an indirect cost rate to the subaward funds. For subrecipients that have a federally recognized indirect cost rate negotiated with the federal government (a federally negotiated indirect cost rate or FNICR), the pass-through entity must recognize that rate. For subrecipients without an FNICR, the pass-through entity must generally let the subrecipient use an indirect cost rate that is 10% of modified total direct costs (the Super Circular calls this rate a "de minimis" indirect cots rate), unless the subrecipient asks to negotiate a lower rate. Nonprofits that receive funds directly from the federal government and that have never received a FNICR may choose to use the 10% de minimis indirect cost rate indefinitely, without having to go through the process of negotiating a rate. Non-federal entities that have FNICRs may apply for a one-time extension of a current rate for up to four year.
- PROCUREMENT PROCEDURES AND THRESHOLDS The Super Circular's procurement rules are significantly different from those that currently apply to nonprofits. Fortunately, as noted above, the COFAR FAQ provide for a one-year grace period for compliance with the new procurement rules. In preparation for compliance, CSBG network organizations should compare their procurement policies and procedures to the Super Circular's requirements and thresholds and make any necessary or desired changes to those policies and procedures.
- DOCUMENTATION OF COMPENSATION FOR PERSONAL **SERVICES** – Although the Super Circular provides for more flexibility in documenting staff time and effort spent on federal grants and no longer specifically requires personnel activity reports (PARs), it is not clear exactly what documentation will be sufficient. Therefore, many organizations receiving federal grant funds are choosing to continue using PARs until more information is available.
- CHANGE FROM USE ALLOWANCE TO DEPRECIATION -CSBG network organizations currently employing a use allowance to recover costs associated with the use of buildings, other capital improvements and equipment will be required to switch to the depreciation method of recovering such costs.

The remainder of this newsletter provides a section-bysection review of those OMB Circular changes in Subparts C through F most likely to affect CSBG network organizations. While this newsletter provides an overview of the changes, it is not all-inclusive; we therefore urge CSBG network organizations to review the Super Circular itself – using this newsletter as a roadmap – for a complete understanding of the new rules along with COFAR's FAQ.

See endotes on page 23



## Administrative Requirements Review

By Michael Shepsis, Esq., CAPLAW

This portion of the newsletter provides a section-by-section overview of changes to OMB administrative requirements for federal awards; these changes are contained in the Super Circular's Subpart C - Pre-Award Requirements and Subpart D - Post-Award Requirements.

#### Pre-Award Requirements (Subpart C)

The pre-award requirements part of the Super Circular can be found in sections 200.200 through 200.211. Much of the language in this part comes from OMB Circulars A-110 and A-102.

#### Requirement to Provide Public Notice of Federal Financial Assistance Programs (§ 200.202)

Each federal awarding agency must provide public notice of federal assistance programs in the Catalogue of Federal Domestic Assistance (CFDA). This requirement is from Circular A-89 which currently identifies the type of federal domestic assistance available.

#### Notices of Funding Opportunities (§ 200.203)

"...specifies the that must be

The Super Circular establishes standards not found previously in Circular A-110 or A-102 on how federal awarding agencies must announce competitive funding opportunities. Information that must be included in notices of funding opportunities is now

specified and requires funding opportunities must generally be available for at least 60 days, and never less than 30 days.

#### Federal Awarding Agency Review of Risk Posed by Applicants (§ 200.205)

Federal awarding agencies must evaluate applicants for competitive awards and cooperative agreements on the basis of risk prior to making an award and may impose

Continued on page 8

### **Article End Notes**

#### Navigating the OMB Super Circular Changes

- 1. 78 Federal Register (Fed. Reg.) 78590 (Dec. 26, 2013); 2 C.F.R. Part 200.
- 2. 78 Fed. Reg. 78590, 78590-78594.
- 3. 78 Fed. Reg. 78590, 78590-78591.
- 4. 2 C.F.R. § 200.101(b)(1).
- 5. 2 C.F.R. § 200.101(e).
- 6. 2 C.F.R. § 200.101(d).
- 7. 42 U.S.C. § 9916(a)(1)(B).
- 8. 2 C.F.R. § 200.110(a). The federal agencies were required to submit draft implementing regulations to OMB by June 26, 2014; however, as of press time, the draft regulations had not been released to the public.
- 9. COFAR FAQ 200.110-12 (updated from previous Q II-1) (Aug. 29, 2014).
- 10. COFAR FAQ 200.110-7.
- 11. COFAR FAQ 200.110-11.
- 12. COFAR FAQ 200.110.110-13 (Previously Q II-2).
- 13. COFAR FAO 200.110-6.
- 14. COFAR FAO 200.110-1.
- 15. COFAR FAQ 200.110-2.
- 16. 2 C.F.R. § 200.110(b); COFAR FAQ 200.110-12 (updated from previous Q II-1).
- 17. 2 C.F.R. § 200.102.
- 18. 2 C.F.R. §§ 200.104 and 200.105.
- 19. 2 C.F.R. § 200.108.
- 20. 2 C.F.R. § 200.112.

#### Administrative Requirements Review

- 1. COFAR FAQ 200.320-1.
- 2. COFAR FAQ 200.31-6 and 200.331-7.
- 3. 2 C.F.R. § 200.45.
- 4. Note that the three-year record retention period will be

extended if any litigation, claim or audit is started before the end of the three-year period or if the non-federal entity is notified by the federal government or the passthrough entity to extend the retention period. 2 C.F.R. § 200.333.

#### Cost Principles Analysis

- 1. COFAR FAQ 200.400-3.
- 2. 2 C.F.R. § 200.19.
- 3. COFAR FAQ 200.414-2.
- 4. COFAR FAO 200.414-3.
- 5. 2 C.F.R. § 200.68.
- 6. COFAR FAQ 200.331-5.
- 7. 2 C.F.R. § 200.420.
- 8. 2 C.F.R. § 200.53.
- 9. COFAR FAQ 200.430-1.

This publication is part of the National T/TA Strategy for Promoting Exemplary Practices and Risk Mitigation for the Community Services Block Grant (CSBG) program and is presented free of charge to CSBG grantees. It was created by Community Action Program Legal Services, Inc. (CAPLAW) in the performance of the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services Cooperative Agreement – Grant Award Number 90ET0433. Any opinion, findings, and conclusions, or recommendations expressed In this material are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Health and Human Services, Administration for Children and Families.



#### **BYLAWS COMMITTEE MEETING**

ALPI Corporate Office - Lake Alfred, FL September 23, 2016 7:00 pm

#### **AGENDA**

#### I. CALL TO ORDER

- A. Moment of Silence
- B. ALPI Mission Statement
- C. Roll Call

**Lester Roberts** 

Katie Clarke

Annessa Chilous

Gena Spivey

PaHoua Lee-Yang, Staff Liaison

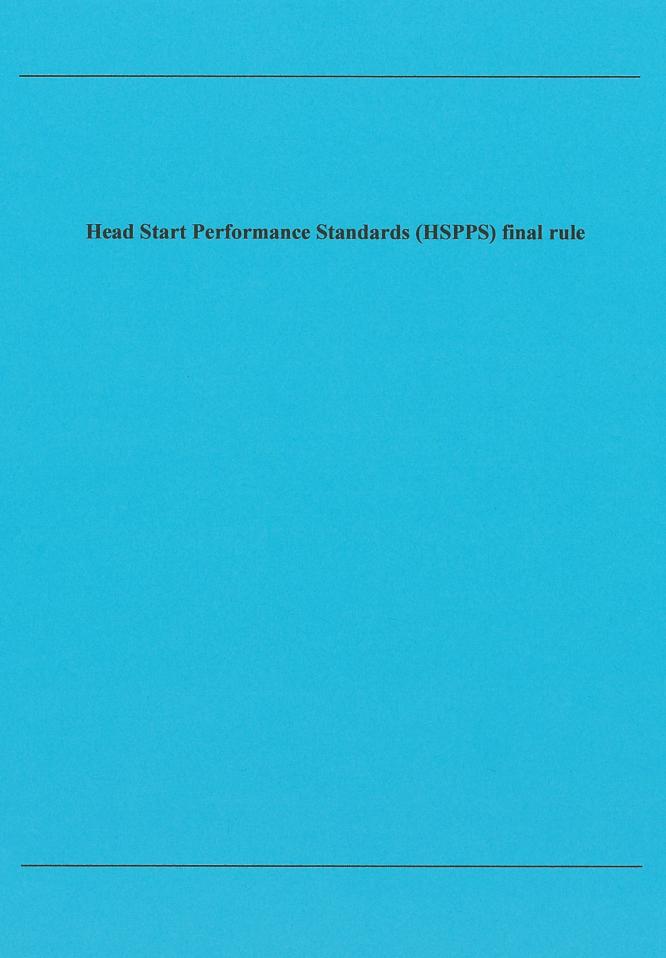
#### II. ITEMS FOR DISCUSSIONS

- A. Review Tripartite Board Membership and Meeting Attendance (See Tab 1)
- B. Review HS/EHS Policy Council election procedures/results
- C. 2016 Regional Advisory Councils' Roster (See Tab 5)

#### III. ACTION ITEMS/RECOMMENDATIONS FOR BOARD APPROVAL

- A. Tripartite Board Membership and Meeting Attendance
- B. HS/EHS Policy Council election procedures/results
- C. Certify 2016 Regional Advisory Councils' Roster

#### IV. ADJOURNMENT



View the web version Go to ECLKC

### 👬 OFFICE OF HEAD START

ACF Administration for Children and Families

#### U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

1. Log No. ACF-PI-HS-16-04

2. Issuance Date: 09/01/2016

3. Originating Office: Office of Head Start

4. Key Words: Head Start Program Performance Standards; HSPPS; Revision; Final Rule; Regulation

#### PROGRAM INSTRUCTION

TO: All Head Start and Early Head Start Grantees, including Delegate Agencies and Early Head Start-Child Care Partnership Grantees

SUBJECT: Head Start Program Performance Standards (HSPPS) Final Rule

#### INSTRUCTION:

The Office of Head Start (OHS) announced in the Federal Register the first comprehensive revision of the Head Start Program Performance Standards (HSPPS) since their original release in 1975. The publication of this regulation marks an important milestone in the history of the Head Start program. The new standards build upon 50 years of leadership in comprehensive early childhood services and will further raise the quality of Head Start programs. The new HSPPS are streamlined, simplified, and reorganized to improve clarity and transparency to support high-quality program delivery and minimize administrative burden.

This final rule has been nearly a decade in the making, fulfilling Congress's call for a review and revision of the Program Performance Standards in the bipartisan Improving Head Start for School Readiness Act of 2007. The new standards were developed by incorporating the growing body of research on effective early care and education, consultation from subject matter experts and representatives from grantees and Indian tribes, and thoughtful consideration of the 1,000 public comments received on the Notice of Proposed Rulemaking (NPRM). The result is a new set of standards that reinforces Head Start's position as a leader in the field of comprehensive early education, reflects best practices for teaching and learning, allows local flexibility, and reduces the number of federal requirements by approximately one-third.

#### Key Changes from Current Program Performance Standards

The most significant change in the new standards is requiring programs, over time, to offer longer service duration, which research links to stronger child outcomes. The new standards require that all Head Start center-based programs offer at least 1,020 annual hours of service for preschoolers by August 1, 2021, with at least 50 percent of their center-based preschool slots meeting this requirement by August 1, 2019. Early Head Start center-based programs must also provide 1,380 annual hours of service by August 1, 2018. These requirements will help programs to meet children's learning needs while allowing local flexibility to design schedules that best meet community and family needs.

This extended timeline allows substantially more time than was proposed in the NPRM to allow a sufficient period of time for program planning, while still ensuring that more children will gain greater access to increased learning

experiences needed for strong outcomes. The final rule also reserves authority for the Secretary of the U.S. Department of Health and Human Services to reduce the requirement based on available funding.

A second major focus of the new standards is to solidify the critical role of parents in the program, which has been a long-standing cornerstone of the Head Start program. The final rule clearly acknowledges that parents are their children's best advocates, better articulates family partnership services requirements, and maintains the parent committee requirement. We also revised the governance impasse procedures to require mediation or arbitration if necessary to resolve disputes between the governing body and the Policy Council. These changes reflect our belief that parents are foundational to Head Start's success and that the program's two-generation approach is integral to its impact on children and families.

#### **Effective Date**

The new Head Start Program Performance Standards are effective as of November 7, 2016, which is 60 days after their publication. However, in order to afford grantees a reasonable period of time to implement certain provisions that have changed significantly from previous standards, the final rule allows programs additional time to comply with these specific provisions. The compliance dates for the applicable provisions can be found in the final rule under SUPPLEMENTARY INFORMATION, Table 1: Compliance Table. We urge grantees to use this interim period to make adjustments as needed to assure full compliance with the new HSPPS.

The following provisions have a compliance date of August 1, 2017:

- §1302.22(c)(1) Early Head Start home-based service duration
- §1302.32(a)(1)(ii) and (iii); §1302.32(a)(2); and §1302.32(b) Curricula for center-based and family child care programs
- §1302.33(b)(1), (2), and (3); §1302.33(c)(2) and (3) Assessment
- §1302.35(d)(1) through (3) Curriculum for home-based programs
- §1302.53(b)(2) Quality Rating and Improvement Systems (QRIS)
- §1302.53(b)(3) Data systems
- §1302.90(b)(2), (4) and (5) Complete background check procedures
- §1302.92(c) Coordinated coaching strategy and coaching staff qualifications
- §1302.101(b)(4) Management of program data

The following provisions have a compliance date of August 1, 2018:

- §1302.21(c)(1) Early Head Start center-based service duration
- §1302.91(e)(4)(ii) Child Development Specialist staff qualifications
- §1302.91(e)(6)(i) Home visitor staff qualifications

The following provisions have a compliance date of August 1, 2019:

 §1302.21(c)(2)(iii) and (v) – Head Start center-based service duration: 50 percent of slots at 1,020 annual hours

The following provision has a compliance date of August 1, 2021:

• §1302.21(c)(2)(iv) - Head Start center-based service duration: 100 percent of slots at 1,020 annual hours

#### Implementation Support

In order to support the Head Start community in understanding and successfully implementing the new standards, we will offer a comprehensive series of training and technical assistance (T/TA) supports across a variety of platforms over the 2016–2017 program year. These opportunities will be targeted to stakeholders at every level—from grantee management staff, boards, and Policy Councils to federal and contract staff and T/TA providers.

To establish a common, in-depth understanding of the new HSPPS and expectations for implementation that will lay the groundwork for consistent support to grantees across the country, we held an in-person training for federal program specialists last month. Throughout this program year, we will deliver a series of interactive webinars and webcasts to help grantees explore, understand, and fully implement the new HSPPS, with strategies for working with staff, governing bodies, and families as programs make changes to adopt the new standards. Our support for grantees will begin with a webcast and question and answer session with OHS leadership. There will also be a virtual HSPPS Showcase that will address specific areas of the new standards, which will become available on the Early Childhood Learning and Knowledge Center (ECLKC) in early September. We will host monthly webinars to support understanding and implementation for grantees, T/TA providers, Regional Office staff, and other stakeholders. More information about these monthly opportunities will be available soon.

Additionally, OHS staff and T/TA providers will be presenting on the new standards at regional, state, and national conferences throughout the fall, winter, and spring. Our initial T/TA period will culminate with the OHS Birth to 5 Leadership Institute for management teams in the spring to consolidate and build upon the learning that has taken place throughout the program year.

#### **Next Steps**

Programs are urged to take the time to read the final rule in its entirety, including the preamble and the text of the regulation. Programs are also encouraged to participate in the OHS web-based and in-person T/TA opportunities that will be offered during this program year. Programs will need to discuss and plan for the implementation of the new standards with their staff, governing bodies, and parents. OHS and our T/TA partners will continue to provide direction, guidance, and resources that support fulfilling our promise to prepare our children and families for school and beyond.

Thank you for the work you do on behalf of children and families.

/ Blanca Enriquez /

Blanca Enriquez
Director
Office of Head Start

Office of Head Start (OHS) | 330 C Street SW | 4th Floor Mary E Switzer Building| Washington DC 20201 https://eclkc.ohs.acf.hhs.gov | 1-866-763-6481 | Contact Us

You are receiving this email because you are signed up for Office of Head Start communications. If you prefer not to receive emails of this sort in the future, you can <u>unsubscribe</u> here. You also may <u>modify your ECLKC email subscriptions</u>. Recipients subscribed through the Head Start Enterprise System (HSES) must be removed from HSES by their program or office.

Please do not reply to this email. <u>Contact</u> customer service for additional support

## HEAD START PERFORMANCE STANDARDS

**Release of Information** 



June 17, 2016

Dear Head Start Colleagues,

Throughout the past year, I have traveled to every Region and have visited many high quality programs and met with hard working, dedicated staff at the local, state, and federal levels. There was never a visit or meeting where I wasn't asked, "Dr. Enriquez, when will the new Head Start Program Performance Standards (HSPPS) be released?" The anticipation for the release is growing, and I can say with confidence that the release of the HSPPS will be close to the start of the new program year.

Once the HSPPS are issued, we will provide multiple opportunities—immediately following the release and throughout the coming year—to ensure that the Head Start community becomes fully familiarized with the new HSPPS. Training needs to take place at every level, including federal and contract staff, grantee and management staff, boards, Policy Councils, training and technical assistance (T/TA) providers, and reviewers to name a few. As grantees and delegates begin planning for the next program year, ensuring that staff have ample opportunities to learn about the new Standards and to discuss the impact on program and fiscal operations, policies, and procedures must be a top priority.

Next year will be a significant learning curve for all; therefore, we will modify the schedule of monitoring events for fiscal year (FY) 2017. This does not mean that monitoring will be suspended. We will continue to schedule Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) reviews. Classroom Assessment Scoring System (CLASS®) reviews will not be modified. If your program is on schedule to receive a CLASS® review in FY17, it will occur. Follow-up reviews will also be scheduled, as needed. Additionally, we will schedule reviews for new Early Head Start-Child Care (EHS-CC) Partnership grantees that did not have an existing Early Head Start program prior to the EHS-CC Partnership grant. Each new EHS-CC Partnership grantee will receive a schedule of the modified reviews.

FY17 review events will not be regularly scheduled in the areas of Leadership Governance and Management Systems, Environmental Health and Safety, Fiscal and Comprehensive Services, and School Readiness. However, if the Office of Head Start identifies concerns or issues in any of these areas, we may schedule a targeted review. We will also use this period to make changes, as necessary, to align monitoring with the new HSPPS and fiscal regulations.

I thank you for your tireless efforts and continued improvements to provide high-quality comprehensive services to our country's most vulnerable children and families.

Sincerely,

/ Blanca E. Enriquez /

Blanca E. Enriquez Director Office of Head Start

## CHILD CARE FOOD PROGRAM

**Policy Memorandum** 

#### Mission:

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



Rick Scott Governor

Celeste Philip, MD, MPH Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

## CHILD CARE FOOD PROGRAM POLICY MEMORANDUM

Date:

August 9, 2016

To:

Independent Child Care Centers, Sponsoring Organizations of Centers, Afterschool

Meals Programs, and Homeless Children Nutrition Program Contractors

From:

Maria Williamson, MS, RD, LD

Chief, Bureau of Child Care Food Programs

SUBJECT:

Reimbursement Rates Effective July 1, 2016

The USDA has announced the new meal reimbursement rates and cash-in-lieu of commodities rate. Below are the Child Care Food Program reimbursement rates for meals effective from July 1, 2016 through June 30, 2017.

Type of Meal Served	Free	Reduced-Price	Non-Needy	Cash in Lieu of
Breakfast	\$1.71	\$1.41	\$0.29	Commodities N/A
Lunch and Supper	\$3.16	\$2.76	\$0.30	\$0.2300
Snack	\$0.86	\$0.43	\$0.07	N/A

If you have any questions, you may contact your Policy Specialist at (850) 245-4323.



## 2015 - 2016 ADVISORY COUNCIL MEMBERSHIP ROSTERS



### **ATEC Advisory Committee**

### **Membership Roster**

#### 2015-2016

Center for Business Excellence	Center for Business Excellence	Volusia County Florida	Northern Region Rep.
Nereida Jackson	Chester McNorton	Patricia James	Sheila Dixon
846 Saxon Blvd.	846 Saxon Blvd.	123 W. Indiana Ave	
The second secon			Northern Region
Orange City, FL	Orange City, FL	RM 101	
32763	32763	Deland, FL 32720	
973-8199215	386-740-3232		
Member	Chairperson	Vice-Chair	Secretary
HHA Instructor	ATEC Instructor	CNA Prep Instructor	Northeast Florida,
Patty McCollister	Flor Toledo, RN	Leona Nater	Inc. CAA
2740 Colman Ave.	1757 Oak St.	245 E. Plymouth Ave.	Lloyd Thompson
Deland, FL 32724	Deland, Fl 32724	Deland, FL 32724	Bunnell, FL
386-804-8038	386-785-9323	00.00.00,72.02727	Dannen, 12
Member	Member	Member	Member
Ivett Melendez			
P.O. Box 6337			
Deltona, FL 32728			
(386) 215-3532			
Member			



#### CENTRAL REGION ADVISORY COUNCIL **MEMBERSHIP ROSTER** 2015-2016

Johnnie McNair, Chairperson

2872 Barton Place Bartow, FL 33850 Hm: 863/533-8230 Cell: 863/860-6151 Jsugarmac1@hotmail.com Term: 2014 - 2017

John Doles, Vice Chairperson

318 Towhee Rd Winter Haven, FL 33881 Hm: 863/293-8999 ildoles@yahoo.com Term: 2015-2018

Josephine Howard, Secretary

2711 Orchid Drive Haines City, FL 33844 Hm: 863/422-0875 Cell: 863/221-2644 jolizhow13@yahoo.com Term: 2013-2016

**Dorothy Spencer, Treasurer** 

602 N Brunnell Pkwy Lakeland, FL 33815 Hm: 863/688-1906, Ext. 3 Wk: 863/534-7100 jerihaynes@aol.com Term: 2015-2018

Clarence Grier, Parliamentarian

1048 W. 8th Street Lakeland, FL 33805 Hm: 863/683-1941 Cell: 863/660-8057 cbgriersr@msn.com Term: 2013-2016

Louvenia Crumity 101 Avenue V., N.W. Winter Haven, FL 33881 Hm: 863/293-2981 Term: 2013-2016

**Earnestine Davis** 3079 Buckeye Point Drive Winter Haven, FL 33881 Hm: 863/268-6011 Term: 2013-2016

Clora Dubose 315 Avenue P. N.E. Winter Haven, FL 33881 Hm: 863/294-4630

Term: 2014-2017

Patricia Gamble P.O. Box 90942 Lakeland, FL 33805 Hm: 863/603-8853 Wk: 863/284-4245

Cell: 863/838-5111 gambpt@aol.com Term: 2013-2016

Hollis Jackson

2414 Mary Jewett Circle N.E. Winter Haven, FL 33881 Hm: 863-294-7514 Term: 2015-2018

Lillie Jackson

2368 Edwin Street, N.E. Winter Haven, FL 33881 Hm: 863/294-3274 Term: 2015-2018

Glenda Jones PO Box 3311

Winter Haven, FL 33881 Hm: 863/294-5860 Wk: 863/294-5860 nsc1glenda@netscape.net

Term: 2015-2018

Annie Larkins P.O. Box 4044 Winter Haven, FL 33885

Hm: 863/294-1493 annielarkins44@verizon.net

Term: 2014- 2017

**Doris Parker** 187 Rebecca Drive Winter Haven, FL 33881 Hm: 863/875-8765 Term: 2015-2018

Jacqueline Rentz 1004 Wildwood East Lakeland, FL 33805 Hm: 863/665-3131 Term: 2015-2018

Helen Rowe 1400 Old Bartow/Eagle Lake Rd # 4113 Bartow, FL 33831

Cell: 863/595-6501

godslove31601@yahoo.com

Term: 2014-2017

Elizabeth Scaife 2462 6th Street, N.E. Winter Haven, FL 33881 Hm: (863) 294-6522 Term: 2014 - 2017

Margaree B. Simon 1030 West Tee Circle Bartow, Florida 33830 Hm: 863/533-7872 Cell: 863/512-2453 Margaree3@yahoo.com Term: 2015-2018

Lydia Thomas 3717 Feather Dr Lakeland, FL 33812 Hm: 863/644-3224 Wk: 863/499-2222, xt138 Cell: 863/602-6778 lascellely@verizon.net Term: 2013-2016

Ruby Willix\*\* 2876 Dudley Drive Bartow, FL 33830 Hm: 863/537-6292 Cell: 863/207-1822 rubywillix@comcast.net

Term: 2015-2018

VACANT Term: 2013-2016

VACANT Term: 2013-2016

Patricia Salary 2301 S. Swan Court, NE Winter Haven, FL 33881 Hm: 863/294-3337 Cell: 863/514-7403 asalary1@verizon.net

VACANT

Term: 2014-2017

Term: 2014-2017

\*\* 2016-2018 Bd Rep

Rev. 08/2016



## EASTERN REGION ADVISORY COUNCIL MEMBERSHIP ROSTER 2015-2016

Revised 8/16/16

\*\*William Holt, Chairperson

4129 57<sup>th</sup> Avenue Vero Beach, FL 32967 Home: 772-562-8377 Cell: 772-538-4280 1946holt@gmail.com Term: 2013-2016

Marjorie Gaskin, Secretary

1511 N 21<sup>st</sup> Street Fort Pierce, FL 34950 Home: 772-464-0243

Cell: 772-475-3194, 772-940-9365

mbgaskin2@gmail.com Term: 2015-2018

**Katherine Sims** 

5809 NW Gillespie Ave Port St. Lucie, FL 34986 Cell: 772-985-5791 **Term: 2015-2018** 

Bobby Byrd, Parliamentarian

795 Bentcreek Drive Fort Pierce, FL 34947 Work: 772-221-2300 Cell: 772-215-8259 bobbyb@martin.fl.us Term: 2014-2017

**Beverly Richardson** 

3400 Ave. S Fort Pierce, FL 34950 Home: 772-595-0616 Cell: 772-801-4268

beverlyrichardson772@gmail.com

Term: 2013-2016

Vacant

Term: 2014-2017

Constance Griffin, Vice Chairperson

3500 Avenue S Fort Pierce, FL 34947 Home: 772-467-8872 Cell: 772-882-1552

constance.griff@flhealth.gov cvgriffin62@gmail.com

Term: 2014-2017

**Frances Cooper** 

2606 Atlantic Avenue Fort Pierce, FL 34947 Home: 772-464-2868 Cell: 772-353-8554 clarkecf960@bellsouth.net

Term 2013-2016

**Angela Jules** 

P.O. Box 1084 Fort Pierce, FL 34950 Cell: 772-708-8828

angelajules66@hotmail.com

Term 2015-2018

**Fannie Moore** 

P.O. Box 1004 Port Salerno, FL 34992 Work: 772-209-2093

Cell: Email:

Term: 2013-2016

**Betty Bradwell** 

2905 Kingsley Dr Fort Pierce, FL 34946 Cell: 772-882-2676 bjbradwell52@gmail.com

Term: 2015-2018

Vacant

Term: 2014-2017

Gena Spivey, Treasurer 2310 SE Shelter Drive Port St. Lucie, FL 34952 Home: 772-398-0656 Cell: 772-360-8840 genaspivey@att.net

Term: 2015-2018

**Debra Williams** 

513 N 15<sup>th</sup> St Ft. Pierce, FL 34950 Home: 772-460-9896 Cell: 772-519-8017 dmwjbw@earthlink.net

Term 2013-2016

Margaret Porter 1905 N 41st Street

Fort Pierce, FL 34947 Home: 772-461-6422 Cell: 772-332-2007

porter.margaret@ymail.com

Term: 2015-2018

Tiffany Wilder 318 N 13<sup>th</sup> St

Fort Pierce, FL 34950 Cell: 772-882-0163

Email: twbeauty23@gmail.com

Term: 2013-2016

**Mercadez Estime-Connelly** 

5220 Pinetree Drive Fort Pierce, FL 34982 Home: 772-742-8197 Cell: 772-882-1062

sweet.mercadez@yahoo.com

Term: 2014-2017

Vacant

Term 2014-2017

<sup>\*\*</sup>Board of Directors Term 2015-2017



#### NORTHERN REGION ADVISORY COUNCIL 2015-2016 MEMBERSHIP ROSTER

#### DONALD TILLMAN, CHAIRPERSON

930 Saint George Street Orlando, FL 32805

Work: (407)905-3710 ext. 2311

Cell: (407) 924-1950 donaldtillman@ymail.com

Term: 2015-2018

#### CONSTANCE ANDERSON, SECRETARY/CO-CHAIR SPECIAL EVENTS COMMITTEE

2480 Crawford Drive Sanford, FL 32771 Home: (407)323-5475 Cell: (407) 314-9324

Term: 2015-2018

#### MARVA HAWKINS, TREASURER\*\*

P O BOX 492 Sanford, FL 32772 Home: (407)322-5418 Cell: (407) 416-4234

marvahawkins@earthlink.net

Term: 2015-2018

#### SHELIA DIXON

3651 Ronda Drive Deltona, FL 32738 Home: (407) 330-2876 Cell: (407) 314-1067 dixons@seminolestate.edu

Term: 2014-2017

#### **DOROTHY CURRY**

P O Box 2935 Sanford, FL 32772 Home: (407) 323-2099 Cell: (407) 314-8343

Term: 2014-2017

\*\*ALPI Board Representative

#### YVONNE GREY, VICE CHAIRPERSON

222 Tuskegee Avenue Sanford, FL 32771 Home: (407) 322-8715 Cell: (407) 322-5461

Term: 2014-2017

#### EVELYN SEABROOK CO-CHAIR SPECIAL EVENTS COMMITTEE

2506 Carmel Lane Eustis, FL 32726 Home: (352) 589-9704 Cell: (352) 267-2168

evelynseabrook@hotmail.com

Term: 2014-2017

#### CHARLES HARRIS, JR., PARLIAMENTARIAN

6607 Old Hwy 441 South Mt. Dora, FL 32757 Home: (352) 383-5867 Cell: (352) 223-7683 Term: 2013-2016

#### **GRACE MILLER, EMERITUS**

1302 Deerock Drive Orlando, FL 32811 Home: (407) 299-3494 **Term: 2015-2018** 



#### SOUTHERN REGION ADVISORY COUNCIL MEMBERSHIP COUNCIL 2015-2016

Terry Wellington, Chairperson

2951 W. Summerset Road Avon Park, FL 33825 (863) 257-1950 Cell

E-Mail: sue195221@yahoo.com

Term: 2013-2016

Katie Clarke, Vice-Chair

37 Banneker Lane Frostproof, FL 33843 (863) 635-4928 Home (863) 605-1330 Cell **Term: 2014-2017** 

\*\*Annie Robinson, Secretary

748 Hunt Street Lake Wales, FL 33853 (863) 676-4008 Home (863) 285-8210 Cell (863) 232-8899 Work

E-Mail: <u>mrserob1@yahoo.com</u> arobinson@ecmhsp.org

Term: 2015-2018

Noemi Cruz, Treasurer

P. O. Box 292 Frostproof, FL 33843 (863) 635-1686 Home (561)441-3562 Cell

E-Mail: noemiyijulio@yahoo.com

Term: 2014-2017

John Ash

13 7th Street S. W. Ft. Meade, FL 33841 (863) 7122-3099 Cell (863) 285-8569 Home **Term: 2015-2018** 

**Keith Brown** 

13104 Quails Bluff Circle Lake Wales, FL 33853 (407) 558-1515

Term: 2014-2017

Patricia A. Brown

P. O. Box 1365 Moore Haven, FL 33471 (863) 946-0694 Home (863) 983-8942 Work (863) 228-0797 Cell

E-Mail: mshaynes6@yahoo.com

Term: 2013-2016

**VACANT** 

Term: 2015 - 2018

Annessa T. Chilous

P. O. Box 925 Moore Haven, FL 33471 (863) 227-0535 Home

E-Mail: annessa1.chilous@gmail.com

Term: 2014-2017

Minister Kelly Paul Galati

P. O. Box 1221 Frostproof, FL 33843 (863) 605-0403 Home (863) 635-4500 Work **Term: 2015-2018** 

Ruth A. Gay

P. O. Box 691 Frostproof, FL 33843 (863) 837-8827

E-Mail: JG1400@Nova.Edu

Term: 2015-2018

**Barbara Grace** 

905 Entrance Rd. Avon Park, FL 33825 (863) 452-4627 Home

(305) 562-4425

E-Mail: akagrace@bellsouth.net

Term: 2013-2016

**Rosa Hampton** 

506 Palmetto Ave. Frostproof, FL 33843 (941) 635-2300 **Term: 2013-2016** 

LaVita A. Holmes

901 Florida Avenue Clewiston, FL 33440 (863) 228-2076 Home (863) 983-9900 Work Kwikrelease863@gmail.com

Term: 2013-2016

**Annette Jones** 

2940 Buckingham Rd. Avon Park, FL 33825 (863) 452-6883 Home (863) 773-3435 Work (863) 443-0269 Cell

E-Mail: annettejon@gmail.com

Term: 2014-2017

N'Kosi Jones

P. O. Box 1053 Bartow, FL 33831 (850) 207-2808 **Term: 2014-2017**  **Bernice Lopez** 

P. O. Box 884

Frostproof, FL 33884 (863) 528-6527 Home

Term: 2015-2018

Emma Malcolm

P. O. Box 723

Frostproof, FL 33843 (863) 528-6847 Cell **Term: 2013-2016** 

Term: 2013-2016

**Tracy Maloy** 

2959 W. Gordon Road Avon Park, FL 33825 (863) 257-2412 Home

E-Mail: williamtracy@embargmail.com

Term: 2014-2017

**Pamela Moxley** 

2000 Rhodes Rd. N. Haines City, FL 33844 (863) 585-6131 Cell (863) 439-0864 Work (863) 852-3012 Home

E-Mail: mom2002@msn.com

moxley 7@icloud.com
Term: 2013-2016

**Lester Roberts** 

1002 S. Waldron Ave Avon Park, FL 33825 (863) 257-4164 Home **Term: 2014-2017** 

Kimberly R. Ross

P. O. Box 1214 Clewiston FL 33440 (863) 233-6500

E-Mail: RosssixNine@netzero.com

Term: 2015-2018

**Beverly Sloan** 

453 Hopson Rd. Frostproof, FL 33843 (863) 546-6114 Home **Term: 2013-2016** 

VACANT

Term: 2015 - 2018

\*\* 2016-2018 Board Representative

## ATTORNEY THIELE PROFESSIONAL SERVICE AGREEMENT

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

This Professional Services Agreement Renewal is entered into on February 27, 2016, 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, 2016, and ending February 26, 2017.

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. Phiele

PIN 38-3861341 FBN 338291

Witness to Jonathan K. Thiele

ALPI

Witness to Deloris Johnson

## LAKELAND HOUSING AUTHORITY / YOUTHBUILD letter of commitment

Deloris C. Johnson

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

ADMINISTRATION & OPERATIONS QUALITY CONTROL DIVISION

ADMINISTRATION SERVICES
Budget & Finance
Human Resources
Operations and Quality Control
IT/Computer Support & Marketing

COMMUNITY SERVICES & ECONOMIC DEVELOPMENT DIVISION

CSBG Services Service Areas: Polk, Highlands and Hendry Counties

Farmworker Emergency Services Service Areas: Statewide

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

Housing Counseling Services Service Area: Polk County

Training and Employment Services Service Area: Volusia County

ALPI Technical Education Center Service Area: Volusia County

CHILD DEVELOPMENT & FAMILY SERVICES DIVISION Head Start Services

Head Start Services Service Area: St. Lucie County

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

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

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

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



June 27, 2016

Lakeland Housing Authority (LHA) Attention: Cynthia E. Zorn-Shaw 430 Hartsell Ave. Lakeland, FL 33815

Re: Department of Labor Youthbuild Program Grant - Letter of Commitment

Dear Ms. Zorn-Shaw:

The Agricultural and Labor Program, Inc. (ALPI) is pleased to provide this Letter of Commitment to the Lakeland Housing Authority. ALPI is very well aware of the excellent services provided by LHA to its residents and the community. Over the years, ALPI has worked with LHA in meeting the needs of its residents and is committed to continue those efforts.

As a community partner, ALPI will assist LHA with providing the best level of services possible to its YouthBuild LHA Program, specifically, ALPI is able to assist, in accordance with established policies and procedures, the YouthBuild LHA Program with:

- · Low Income Home Energy Program Assistance, and
- Community Services Block Grant Assistance.

Our commitment is for the benefit of those living in the Paul A. Diggs Community and is solely contingent upon the aware of a 2013 YouthBuild Program Grant. We commit to provide approximately \$5,000 per year in combined support for a three (3) year total of \$15,000, based upon funding availability.

ALPI strongly supports the work of LHA and will be pleased to enter into a binding commitment should the grant be awarded to LHA.

Sincerely,

Deloris Johnson

**ℒ**hief Executive Officer

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:













Insi









## RESPONSE from SENATOR RUBIO

re: Gun Control

On Mon, Jul 11, 2016 at 7:24 PM, Senator Marco Rubio < <u>Do\_Not\_Reply@Rubio.senate.gov</u>> wrote:

Dear Mrs. Howard,

Thank you for writing me regarding the terrorist attack in Orlando and to express your support for gun control. This was an act of terrorism against all Americans, and I share your concern for the victims and pray that God holds Orlando close as our community, state, and nation continue to heal.

I am trying to do what I can to prevent these types of terrorist attacks from happening again. It starts by ensuring that our military and intelligence communities have the resources they need to combat terror at home and abroad. I am also open to new measures that would keep guns out of the hands of terrorists, criminals, and the mentally ill, and believe that goal can be met without infringing on the constitutionally protected rights of law-abiding gun owners.

In fact, I voted in favor of several pieces of legislation which would have made it more difficult for terrorists to legally purchase firearms and would have given more information to law enforcement and counter terrorism officials to monitor suspected terrorists. I supported and voted in favor of a proposal offered by Senator Ron Johnson to keep guns a way from suspected terrorists. This legislation was the product of a serious bipartisan effort to make it more difficult for suspected terrorists on the "No Fly" or "Selectee List" to legally purchasing firearms. Additionally, the legislation would have provided necessary tools and information to law enforcement and counter terrorism officials to monitor suspected terrorists.

I believe another way to curb gun violence in America is to address mental health issues in our country, which is why I supported a bipartisan piece of legislation, the Excellence in Mental Health Act, to improve quality standards and expand access to mental health services. I also supported the Mental Health and Safe Communities Act, to improve the criminal justice system's ability to detect and appropriately respond to mental health needs of offenders. I believe mental health access is an important step to prevent violent tragedies from occurring and I will continue to pursue legislation that addresses these issues withou t restricting the rights of law- abiding citizens.

I am in favor of reasonable changes to the law that would help keep guns out of the hands of the mentally ill or suspected terrorists, so long as those changes do not infringe on the Second Amendment of the Constitution which I believe is just as important as every other amendment in the Constitution.

Proposals intended solely to limit the ability of law-abiding citizens to protect themselves will not prevent unlawful attacks. If enacted, such proposals would only create more vulnerable targets for terrorists and violent offenders. Instead, I am committed to working to reduce tragic acts of violence by addressing their root causes, including untreated mental illness, radicalization of terrorists, a lack of adequate information-sharing on mental health issues, and the breakdown

of the family. Throughout my time in the Senate, I have worked hard to address these problems and will continue to do so.

It is an honor and a privilege to serve you as your United States Senator. I appreciate you offer ing your opinion on this issue. If I can ever be of any assistance to you, please do not hesitate to contact me.

Sincerely,

Marco Rubio United States Senator

Each week I provide a weekly update on issues in Washington and ways in which my office can assist the people of Florida. Sign up <a href="here">here</a> for updates on my legislative efforts, schedule of events throughout Florida, constituent services and much more.

## SEMINOLE COUNTY Voter Information Forum

Forum

Sponsored by Pearlie Mae Ford Community Service Club of Sanford, Inc. & Seminole County Branch of the NAACP

# Seminole County oter Information

July 7, 2016 at 6:30 pm Allen Chapel AME Church 1203 Olive Ave., Sanford

Come out to meet the local, state and national candidates, ask questions and get prepared for the August 30, 2016 Florida Primary Election.

**Moderator: Seminole County Supervisor of Elections Mike Ertel** 

Call: (407) 592-1850 for more information

### ROSEN CENTRE HOTEL



Thursday, June 09, 2016

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

Dear Ms. Johnson,

On behalf of Harris Rosen and the Associates of the ROSEN CENTRE HOTEL, we are delighted to partner with you and the THE AGRICULTURAL AND LABOR PROGRAM.

We have enclosed a copy of our letter of agreement for your kind review and consideration for THE AGRICULTURAL AND LABOR PROGRAM 2017 program. If the letter of agreement meets with your approval, please sign and return to my attention on or before **Monday**, **June 27**, **2016**. Should you have any questions, or are in need of additional information please do not hesitate to contact me at (407)996-2304.

We look forward to our continuing friendship and to the opportunity of partnering with you in the upcoming years. Thank you for your business and your confidence in the ROSEN CENTRE HOTEL.

Warmest regards,

Katherine Ellis

Conference Center Sales Manager



## ROSEN CENTRE HOTEL and THE AGRICULTURAL AND LABOR PROGRAM CONFERENCE CENTER LETTER OF AGREEMENT

The ROSEN CENTRE HOTEL staff is committed to providing guests attending The Agricultural and Labor Program with the finest in quality accommodations, meeting and banquet space, hospitality and service. The following is an outline of the proposed arrangements for The Agricultural and Labor Program in 2017.

Date Prepared:

Thursday, June 09, 2016

Group Name:

THE AGRICULTURAL AND LABOR PROGRAM

Program Name:

Official Program Dates:

The Agricultural and Labor Program Annual Corporate Meeting Thursday, January 19, 2017 through Saturday, January 21, 2017

File #:

C0206

Contact:

Ms. Deloris Johnson Chief Executive Officer

Agent for Group:

The Agricultural and Labor Progam, Inc.

300 Lynchburg Road Lake Alfred, FL 33850 Phone: (863)956-3491 Fax: (863)956-3357 Email: djohnson@alpi.org

Headquarter Hotel:

ROSEN CENTRE HOTEL

Hotel Representative:

Katherine Ellis, Conference Center Sales Manager

Hotel Sales Contact Information:

9840 International Dr. Orlando, FL 32819

Telephone:

407-996-9840 or 800-800-9840

Fax:

407-996-2659

E-mail:

kellis@rosenhotels.com

Website:

www.RosenCentre.com

This Agreement is made and entered into as of this Thursday, June 9, 2016 by the ROSEN CENTRE HOTEL (hereinafter referred to as "ROSEN CENTRE HOTEL" or "Hotel") and THE AGRICULTURAL AND LABOR PROGRAM (hereinafter referred to as "THE AGRICULTURAL AND LABOR PROGRAM CORPORATE MEETING" or "GROUP"). In consideration of the provisions set forth below, the parties agree as follows:

Client initial/date

Page 1 of 14 Owned and Operated by Rosen Hotels & Resorts

#### 1. GUESTROOM COMMITMENT

We are pleased to offer the following guestroom block:

Day	Thursday	Friday
Date	1/19/17	1/20/17
Run of House	40	120
TOTAL Rooms	40	120

#### TOTAL ROOM NIGHTS BLOCKED: 160

#### 2. GUESTROOM RATES

We are pleased to confirm the following guestroom rates for THE AGRICULTURAL AND LABOR PROGRAM:

Single/Double:

\$127.00

Add'l Person:

\$20.00

All room rates noted above are net, non-commissionable and are quoted exclusive of appropriate state and local taxes, currently 12.5% and an Orange County Convention Center District (OCCCD) fund, currently 1%.

Taxes are subject to change and may increase during the term of this contract. At the time the increase becomes effective, THE AGRICULTURAL AND LABOR PROGRAM will incur any additional charges.

ROSEN CENTRE HOTEL has an agreement with the Orange County Convention Center and other properties in the OCCCD to pay one percent of the guestrooms rate to a fund (not subject to tax exemption). The OCCCD 1% fund shall be used to promote the Orange County Convention Center and tourist services in the vicinity of the Orange County Convention Center District.

Additionally, our family plan will be applicable; no charge for children ages seventeen (17) and under utilizing existing bedding. The group rate will apply for early arrivals and late departures on a space availability basis.

#### 3. INTERNET POLICY

ROSEN CENTRE HOTEL strictly prohibits the publication of any rate information on the Internet, World Wide Web, or other on-line system that links to <a href="https://www.RosenCentre.com">www.RosenCentre.com</a>.

#### 4. HOUSEKEEPER / BELLSTAFF GRATUITIES

Housekeeper gratuities are optional. If however, you would like us to increase your contracted room rates by \$3.00 per room/per day. The Hotel guarantees total distribution of these extra dollars to appropriate room attendants on staff.

attendants on staff.
If yes, please initial/date here:
Bell staff gratuities are optional, unless the program involves a group arrival. If however, you would like us to charge your Master House Account at a rate of \$10.00 per person for round-trip baggage handling, the Hotel guarantees total distribution of these extra dollars to the appropriate Bell Attendants on staff.
If yes, please initial/ date here:

Client initial/date(18)
Hotel initial/date(18)

Page 2 of 14 Owned and Operated by Rosen Hotels & Resorts

#### 5. BAGS INC. SERVICES

Bags Inc. services are optional. Bags Inc. is the largest provider of multi-airline skycap services available for non-airport facilities. Bags Inc. can access multiple airline reservation systems and check your luggage from our hotels, you'll receive luggage tags and boarding passes on the spot.

With your luggage already checked, you get to bypass the long lines and waiting. Your check-in process is expedited so you can go straight to the gate for your flight.

Bags Inc. operations are TSA regulated. Fast and secure, the entire process takes just a few minutes.

If you would like us to charge your Master House Account at a rate of \$15.00 per person for departure flights handling (rate doesn't includes airline baggage fee, if applicable), please initial/date here: \_\_\_\_\_\_\_\_\_\_\_.

Group Master Account package rates may be requested through Convention Services during planning process.

#### 6. RESERVATIONS

We understand reservations for your meeting will be made by rooming list. Please begin providing daily room count figures to your Group Housing Coordinator beginning three (3) months prior to arrival, and then weekly thereafter. Your final rooming list is due on or before **Monday**, **December 19**, **2016**, which is thirty (30) days prior to the start of your meeting. Please provide your rooming list in an excel format, if possible.

Please note: Individual departure dates will be reconfirmed upon check-in. Any adjustments to departure date should be made at that time. Shortened lengths of stay, thereafter, will result in a one time \$50.00 administrative fee.

#### 7. PAYMENT METHOD

We understand that all room and tax are to be applied to the Master Account and THE AGRICULTURAL AND LABOR PROGRAM group guarantees payment. Individuals will be responsible for their own incidentals.

#### 8. CUT-OFF DATE

Reservations must be secured for one night's room and tax at the time of booking with either credit card, cash or check payment and they are due by 5:00 PM EST on **Monday**, **December 19**, **2016**, (30 days prior to main arrival) after which all remaining rooms will be released back to the Hotel. Reservations after cut-off date will be accepted based on availability at the negotiated group rate.

Please notify your attendees that there are three (3) ROSEN Hotels, two of which are located on International Drive - each adjacent to the Orange County Convention Center. Your meeting is being held at ROSEN CENTRE HOTEL on International Drive.

#### 9. GUARANTEED ROOM BLOCK

If THE AGRICULTURAL AND LABOR PROGRAM requests to guarantee all remaining unused guestrooms in the block at cut-off date, they may do so, with the approval from the Director of Sales & Marketing or Director of Reservations. However, THE AGRICULTURAL AND LABOR PROGRAM must accept full financial responsibility for such rooms if guarantee is granted, otherwise we will continue to accept reservations from your attendees after this date at group rates, subject to availability.

Client initial/date Hotel initial/date

#### 10. DEPOSIT

ROSEN CENTRE HOTEL requires that all reservations be secured by the cut-off date and a guaranteed payment method of credit card or one (1) night's room and tax. If individuals are responsible for his/her own room and tax charges, each individual is responsible for securing his/her own room and tax deposit at the time the reservation is made with guaranteed method of payment. Five (5) days prior to your arrival, a one (1) night's room and tax authorization will be processed on your credit/debit card. Please be aware that an authorization on a debit card will reduce the funds available in your bank account at that time. Credit cards, checks and money orders are acceptable forms of deposit funds. If room and tax charges are to be included in your Master House Account, any deposit requirements will be addressed by the Hotel's Credit Manager and conveyed accordingly. Any rooms not secured by a deposit will be released back to the Hotel at cut-off. Individual deposits are refundable if cancelled up to five (5) days prior to arrival. You must cancel 5 days prior to arrival. If you cancel less than 5 days, your credit/debit card will be charged a one night's room and tax penalty.

#### 11. BUY UP CLAUSE

Group is required to utilize 80% of the original contracted guestroom block that has been mutually agreed upon in writing. Adjustments to the guestroom block herein may only be made with the written consent of both parties. If Group fails to utilize 80%, Group will pay to the Hotel as liquidated damages, not a penalty, an amount equal to the Group's single guestroom rate multiplied by the difference between 80% and the number of guestrooms utilized.

#### 12. COMPLIMENTARY ROOMS

In consideration of your guestroom commitment, we are pleased to extend one (1) complimentary room night per every fifty (50) full revenue producing room nights actually utilized by THE AGRICULTURAL AND LABOR PROGRAM. Complimentary room nights earned and not used have no value and cannot be applied to the Master Account. Any suite configurations allowed at the group rate are considered one unit when establishing your complimentary allotment.

The following represents suite units, which may be used in exchange for complimentary earned guestroom night credit:

Accommodation	on Suite Descripti	ion_	# of comp units required
Presidential	Parlor	-	4 Units
	Parlor + 1 Bdrn	a -	5 Units
	Parlor + 2 Bdrn	n -	6 Units
D	D1		2 TT '
Executive:	Parlor	-	3 Units
	Parlor + 1 Bdrn	n -	4 Units
	Parlor + 2 Bdrn	a -	5 Units
VIP:	Parlor	_	2 Units
γп.		_	
	Parlor + 1 Bdrn	n -	3 Units
	Parlor + 2 Bdrn	n -	4 Units
Hospitality	2 Bay	_	2 Units
Liospitality			New Control of the Co
	3 Bay	_	3 Units

THE AGRICULTURAL AND LABOR PROGRAM should provide a list of names in order of preference for complimentary room assignments. Complimentary units earned but not used will be forfeited.



#### 13. CONCESSIONS

We will provide the following value added concession items for your meeting:

- Guestroom rates are valid three (3) days pre and post the convention dates of Thursday, January 19, 2017
   Saturday, January 21, 2017 and are based on availability.
- Complimentary Self-Parking for all registered attendees over the dates of the meeting.
- Complimentary bus parking for up to four (4) busses during event dates.
- Complimentary basic guestroom wireless internet up to 2Mbps and WIFI Hot Spots in the Hotel Lobby and common areas. Foyers and meeting space excluded.

The above concessions are being offered based on a minimum pick up of 80% of the established contracted guestroom nights. If at cutoff date the guestroom nights blocked should drop below the amount, the Hotel reserves the right to cancel or reduce concessions outlined above.

#### 14. SCHEDULE OF EVENTS

The following is a tentative meeting schedule as we understand your events at this time. ROSEN CENTRE HOTEL reserves the right to re-assign meeting space and to re-evaluate the amount of space being held in the event of changes in your program and/or room block. Any additions and/or modifications to the program outlined herein are always subject to space availability. Requested changes must be submitted in writing and will be confirmed back to you in writing.

Day	Date	Start Time	End Time	Function	Room Set	People
Thu	01/19/2017	08:00AM	10:00PM	Contl Breakfast	Schoolroom 3	25
				Meeting & Storage	per 6'	
				Space		
Thu	01/19/2017	01:00PM	02:00PM	Lunch	Rounds of 10	25
Fri	01/20/2017	08:00AM	11:59PM	Registration	Existing	TBD
Fri	01/20/2017	08:30AM	05:00PM	Contl Breakfast ALPI	Schoolroom 3	25
				Joint Management II	per 6'	
Fri	01/20/2017	12:00PM	02:00PM	Luncheon	Rounds of 10	220
Fri	01/20/2017	02:30PM	04:30PM	Concurrent Workshop	Schoolroom 3 per 6'	50
Fri	01/20/2017	02:30PM	04:30PM	Concurrent Workshop	Schoolroom 3 per 6'	50
Fri	01/20/2017	02:30PM	04:30PM	Concurrent Workshop	Schoolroom 3	50
Fri	01/20/2017	02:30PM	04:30PM	Concurrent Workshop	Schoolroom 3 per 6'	50
Fri	01/20/2017	02:30PM	04:30PM	Concurrent Workshop	Schoolroom 3 per 6'	50
Fri	01/20/2017	07:00PM	11:59AM	Reception	Mixed Cocktail Tables	250
Sat	01/21/2017	12:00AM	03:00PM	Registration	Existing	TBD
Sat	01/21/2017	08:00AM	09:00AM	Contl Breakfast	Rolling Carts	220
Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	50
Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	50



Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	50
Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	50
Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	50
Sat	01/21/2017	09:00AM	11:00AM	Concurrent Workshop	Schoolroom 3 per 6'	25
Sat	01/21/2017	10:00AM	11:00AM	Board of Directors Meeting	U Shape	30
Sat	01/21/2017	11:00AM	12:00PM	ALPI Corporate Membership	Theater	300
Sat	01/21/2017	12:00PM	04:30PM	ALPI Corporate Meeting & Luncheon	Rounds of 10	400

#### 15. FOOD & BEVERAGE GUARANTEES

We understand that with the confirmation of this contract comes the designation of Headquarter Hotel for The Agricultural and Labor Program. With this designation, we anticipate that most of the food and beverage events within your control will be placed at ROSEN CENTRE HOTEL.

Minimum guarantee of catered banquet food and beverage totaling \$25,000.00 (exclusive of tax and service charge).

Should The Agricultural and Labor Program not achieve the above guarantee, the shortfall will be charged to the Master Account.

#### 16. SIGNAGE AND DECORATIONS

Signs, decorations and displays brought into the Hotel must be approved prior to arrival. Items may not be attached to any stationary wall, floor, window or ceiling with nails, staples, tape or any other substance. Only professionally printed signs will be allowed.

#### 17. DRAYAGE/STORAGE OF DISPLAY MATERIALS

We are unable to store display material and/or show merchandise either prior to or after the conclusion of the show. All exhibit materials which may inadvertently be delivered to ROSEN CENTRE HOTEL prior to the move-in will be forwarded to the drayage firm for handling. At the conclusion of your setup operation, all related equipment, crates, etc., must be removed from the premises and returned no later than the last day of the exhibit-show period. All exhibit materials must enter and exit the Hotel via our loading dock.

#### 18. CONVENTION HOUSING CONFLICTS

In the event the arrangement described herein (i.e.: guestrooms and/or function space) is found to be affiliated with, and contradictory to, an existing Agreement, this Contract becomes null and void. Therefore, guestrooms and/or function space required for special convention blocks at the Hotel must then be reserved through the designated convention housing agent. In the event the group is booked through another Company or third party organization unknowingly by the Hotel and is determined to be affiliated with the Citywide or multi housing group currently in-house, Group may not utilize citywide bussing/transportation, nor may they request to purchase transportation passes through the citywide. In the event Group violates this request, group/third party will pay any penalties assessed by the citywide group to the hotel for violation (support documentation will be provided by the hotel to the group/third party).



#### 19. AUXILIARY AIDS

ROSEN CENTRE HOTEL represents and THE AGRICULTURAL AND LABOR PROGRAM acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act and the regulations promulgated there under ("ADA"), the Hotel facilities being rented to THE AGRICULTURAL AND LABOR PROGRAM under this Agreement, its guestrooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

THE AGRICULTURAL AND LABOR PROGRAM agrees that within a reasonable and sufficient time period, it will furnish to the Hotel a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, THE AGRICULTURAL AND LABOR PROGRAM shall pay all charges associated with the acquisition, rental or provision of such aids.

When sleeping room reservations are made, please ask your attendees to notify the Hotel of their auxiliary aid needs, so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

#### 20. CREDIT ARRANGEMENTS

All room & tax charges will be the responsibility of THE AGRICULTURAL AND LABOR PROGRAM. Incidentals are the responsibility of the guests.

Upon approval from our Finance Department, a Master House Account may be established for authorized charges. All charges that are to be posted to the Master House Account will be reviewed by our Convention Services Manager with the authorized signer for THE AGRICULTURAL AND LABOR PROGRAM prior to the beginning of your meeting.

♦ THE AGRICULTURAL AND LABOR PROGRAM has requested and been approved by Finance for 100% Direct Bill 30 Day Net terms.

If however, based upon review of your completed Credit Application, your Master Account is not approved; estimated charges must be paid as determined by the Finance Department prior to arrival.

#### 21. CANCELLATION

In the event of a cancellation of this commitment, it would be difficult to estimate the actual damages which would be incurred by the Hotel. The Hotel generates significant revenue from conferences other than the Hotel room rate (such as sales of food and beverage and other services). The parties agree that in the event of a cancellation, liquidated damages shall be calculated as follows:

#### Liquidated Damages:

♦ Cancellation between contract execution and the scheduled departure date 90% of contracted room revenue and 60% of Food & Beverage guarantee

All liquidated damages shall be paid within thirty (30) days of the date of cancellation.

#### 22. ROSEN GREEN MEETINGS

At Rosen Hotels & Resorts we take environmental responsibilities to heart. We have proudly earned our Two Palm designation under the Florida Green Lodge Certification for each of our Convention properties. It is with



great pride that we make it a point to provide ways for our guests to participate in earth friendly methods to manage waste, energy use, water conservation and clean air practices.

We ask that you help educate your attendees on how they can help save our planet through seamless measures. We have implemented towel and linen reuse in our guestrooms. We provide an opportunity for our guests to recycle aluminum and plastic and have placed bins in the vending room of each floor. For meetings, you will also find recycling bins in designated areas to assist with the efforts. Please visit our website www.rosengreenmeetings.com for additional green meetings suggestions.

#### RosenGreenMeetings®

#### 23. PUBLIC SPACE

The Hotel will not be responsible for personal items that are left unattended in public areas. Personal items include but are not limited to laptop computers, purses, cellular phones, pagers, etc. Public space is primarily defined as any area of the Hotel other than the guest Hotel room or the Hotel safe. Public space includes but is not limited to: salons, meeting rooms, restaurants, lobby area, storage rooms, gift shops, restrooms, health club, hallways, etc.

#### 24. HOLD HARMLESS

ROSEN CENTRE HOTEL shall indemnify, defend and hold harmless THE AGRICULTURAL AND LABOR PROGRAM and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY"), subject to the limitation of liability set forth in Chapter 509, Fla. Stats, or other applicable statutes, from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an INDEMNIFIED PARTY) caused by Hotel resulting from the use or occupancy of the Hotel premises by THE AGRICULTURAL AND LABOR PROGRAM, its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person and damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of THE AGRICULTURAL AND LABOR PROGRAM). ROSEN CENTRE HOTEL shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful misconduct of an INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify ROSEN CENTRE HOTEL of any claim made or suit brought within the scope of this Section.

THE AGRICULTURAL AND LABOR PROGRAM shall indemnify, defend and hold harmless Hotel and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY") from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an INDEMNIFIED PARTY) arising out of or resulting from the use or occupancy of the Hotel premises by THE AGRICULTURAL AND LABOR PROGRAM, its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of the Hotel). THE AGRICULTURAL AND LABOR PROGRAM shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful misconduct of an INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify THE AGRICULTURAL AND LABOR PROGRAM of any claim made or suit brought within the scope of this Section.

#### 25. INSURANCE

ROSEN CENTRE HOTEL and THE AGRICULTURAL AND LABOR PROGRAM shall obtain and keep in force during the term of the occupancy or use of the premises, policies of Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence; and if applicable Automobile Liability Insurance in an

Client initial/date 14 113/14

amount no less than \$1,000,000 per occurrence; and Workers' Compensation Insurance with a minimum of statutory limits and Employer's Liability limit of \$1,000,000. Each Party's General Liability Insurance shall name the other party and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders and partners as additional insured and this shall be evidenced by a Certificate of Insurance which shall be received by each party thirty (30) days prior to occupancy or use of the Hotel.

If THE AGRICULTURAL AND LABOR PROGRAM uses an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as stated above and in some cases amounts and coverage's in addition to those above. Also, their insurance is primary to any similar insurance carried by Hotel. They must satisfy all other requirements as stated above.

#### 26. FORCE MAJEURE

The parties performance under this Agreement is subject to acts of God, acts of terrorism, war, strikes, civil disorder, curtailment of transportation facilities, or any other civil emergency beyond the parties control making it impossible to perform their obligations under this Agreement. For purposes hereof, a force majeure event shall be deemed to exist if 25% of the flights arriving and departing from the Greater Orlando International Airport have been cancelled for any one or more of the foregoing reasons. Either party may terminate this Agreement without liability for any one or more of such reasons upon prompt written notice to the other. Financial difficulties of either party or other performance problems pursuant to the terms and conditions of this Agreement shall not be deemed a force majeure event.

#### 27. VENUE

In the event of any action to enforce or interpret the terms and conditions of this Agreement, the parties agree suit shall only be brought in state court in Orange County, Florida, and THE AGRICULTURAL AND LABOR PROGRAM waives any objection to venue or personal jurisdiction, as well as the right and privilege to file suit in any other court or venue.

#### 28. OPTION CLAUSE

This block of rooms is being held for you on a first-option basis. Upon receipt of a signed Agreement, this Agreement shall constitute a binding commitment by you for use of the Hotel as outlined below, subject to the terms and conditions contained in this Agreement. If a signed original of this Agreement has not been received by the Hotel on or before **Monday**, **June 27**, **2016**, the Hotel shall have the right to contract with other parties for the use of the room block and meeting space described in this Agreement, without any obligation or further notice to you. In the event we have a request for your dates prior to **Monday**, **June 27**, **2016** and we have not received your signed Agreement, we will contact you for a decision. The agreement is required to be received by the Hotel within forty-eight (48) hours after being notified or Hotel will have the right to contract with another party, without any obligation or further notice to you.

#### 29. CHANGES, ADDITIONAL STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions, including lining out by either party will not be considered agreed to or binding to the other unless such modifications have been initialed and dated or otherwise approved in writing by the other.

#### 30. MISCELLANEOUS

The persons signing this Agreement on behalf of the Hotel and THE AGRICULTURAL AND LABOR PROGRAM respectively, each warrant that they are authorized to make the agreements set out on behalf of the Hotel and the THE AGRICULTURAL AND LABOR PROGRAM respectively, and have the authority to bind

Client initial/date Hotel initial/date

the Hotel and organization to this Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of the terms or conditions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

If these arrangements meet with your approval, please sign all (or facsimile transmittal) counterparts of this Agreement and Attachments and return all of such counterparts to the attention of your Sales contact, c/o ROSEN CENTRE HOTEL. Upon receipt of such counterparts, each counterpart will be executed by an authorized signatory for the Hotel and, thereafter, the Hotel Sales Department will forward a fully executed original counterpart of this Agreement to you for your records. Acceptance of this Agreement will occur upon execution of the signed document by the Hotel after execution by you.

If an electronic copy and/or electronic signature is used by either party, it shall be binding and serve as the original legal document.

In witness whereof, ROSEN CENTRE HOTEL and THE AGRICULTURAL AND LABOR PROGRAM have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

#### 31. <u>CONFIRMATION</u>

This constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by ROSEN CENTRE HOTEL and THE AGRICULTURAL AND LABOR PROGRAM.

Authorized confirmation signature for:

THE AGRICULTURAL AND LABOR PROGRAM

Ms. Deloris Johnson

**Executive Director** 

7-12-16

Date

Authorized confirmation signature for:

ROSEN CEŅŢRE HOTEL

Katherine Ellis

Conference Center Sales Manager

Date

84780

#### **UPCOMING MEETING/CONFERNCES**

Central Region Advisory Council Annual Meeting October 1, 2016 Winter Haven, FL

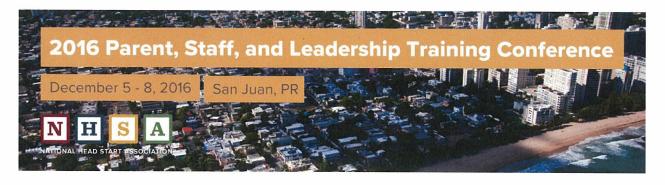
Eastern Region Advisory Council Annual Meeting
October 15, 2016
Ft. Pierce, FL

Southern Region Advisory Council Annual Meeting October 17, 2016 Frostproof, FL

Northern Region Advisory Council Annual Meeting October 29, 2016 Deland, FL

> ALPI Annual Board Planning Retreat November 18 – 20, 2016 Orlando, FL

NHSA Annual Parent & Staff Leadership Conference December 5 – 8, 2016 San Juan, PR



<sup>\*</sup>Subject to change.

#### Monday, December 5, 2016

8:00 AM - 5:00 PM	Registration Open
9:00 AM – 5:00 PM	Pre-Conference Training Institutes

#### Tuesday, December 6, 2016

7:00 – 8:00 AM	Morning Fitness - Zumba
8:00 – 5:00 PM	Registration Open
9:00 - 11:00 AM	Opening General Session
11:00 – 1:00 PM	Opening Reception in the Exhibit Area

11:00 – 1:00 PM	Exhibit Area Open
1:00 PM – 5:00 PM	Concurrent Education Sessions
7:00 – 9:00 PM	*Special Event Cohosted with Region II – Old Town Puerto Rico

#### Wednesday, December 7, 2016

7:00 – 8:00 AM	Morning Fitness - Zumba
8:00 – 5:00 PM	Registration Open
9:00 – 5:00 PM	Concurrent Education Sessions
10:00 – 4:00 PM	Exhibit Area & Learning Zones Open
6:00 – 9:00 PM	*Gala Dinner and Dance, Hosted by NHSA Parent Board Representatives

#### Thursday, December 8, 2016

7:00 – 8:00 AM	Morning Fitness - Zumba
8:00 – 10:00 AM	Registration Open
9:00 – 11:00 AM	General Closing Session

 $<sup>*</sup>Ticketed\ event,\ must\ pay\ separately\ from\ registration$ 

#### **BOARD & ADMINISTRATOR NEWSLETTER**



July 2016 Vol. 32, No. 11

#### Two 'favors' the board can do for its CEO

Consultant Carol Weisman (http://www.board builders.com) has a wealth of knowledge to bring to bear on the board and administrator relationship. Here are some of her thoughts on how to keep it effective by showing support for your executive director:

• Stress a positive relationship between the chair and the CEO. For Weisman, what's key is a set of mutually agreed-upon expectations between the chair and executive director. This is necessary, because the relationship between this pair must be rock solid due to its importance to the health of the organization.

"One of the things I preach is the need for a 'prenuptial' agreement between the executive director and the chair," she said.

The "prenup" should be a verbal one and specify how often the two will meet, the types of information the chair wants to receive, how each party defines an emergency and issues surrounding what is "personal time" for both parties.

The prenuptial should be verbal, Weisman said, because it gives each party a chance to really talk through the issues. "There needs to be some give-and-take, some compromising, and this needs to be done verbally," she said.

"Have this meeting in person and not over the telephone, so you can negotiate," Weisman said.

Issues of importance to the chair and executive can arise from this type of conversation. For instance, Weisman met with an executive director who didn't want to have meetings that involved alcohol due to personal demons and spoke to the chair about it. "That is a very personal type of con-

versation," she said.

Another example of personal boundaries and the give-and-take that should occur in this type of conversation: When Weisman served as chair of a board, she told the executive director that if he wanted to call her at 5:30 a.m., that was fine. But by 9:00 p.m., please don't call. The executive director said he was recently separated from his wife and had his kids on weekends and Wednesday nights, so he didn't want calls during these times.

**Editor: Jeff Stratton** 

• Avoid unrealistic expectations on the part of the board. Boards have a tendency to say things to their CEO such as "We are going to see revenue increase by 25% next year," Weisman said. That can put the administrator in an untenable spot.

The board should do everyone a favor when it "thinks" big and ask how such a high goal would go over in their own business or company.

"When boards say something like this, I turn it back on them and ask, 'How much would it cost to raise their bottom line by 25% in one year?'" Weisman said. Board members typically tell Weisman that this would be far too costly to consider.

"Then I ask why they think that something that won't work in their business will work for the non-profit," she said.

Point: It's fine for a board to think big and dream. That's part of giving the organization a secure future. But the responsibility that comes along with this is that the board must figure out a way to pay for its plans.

#### Bylaws aren't for 'tweaking' to get your way

Nonprofit consultant Terrie Temkin (http://www.Corestrategies4nonprofits.com) said board members (or founders) only create problems for themselves and future boards if they write bylaws for self-serving reasons. Here's how:

- Tweaking bylaws to help yourself. A classic example: The organization's founder writes into the bylaws that he will have a permanent seat on the board or have a place on the board for a family member in perpetuity. "This can be extremely detrimental to the organization, but it is done all the time," Temkin said.
- Eliminating checks and balances. Problems also occur if the CEO votes or signs checks without checks and balances in place. "The CEO will make a case to the board that 'I'm here daily. I care about this organization. I know what needs to be done, so let's just write this into the bylaws," Temkin said. "The board must ensure the bylaws put healthy checks and balances in place."
- Allowing conflicts of interest situationally. Conflicts of interest are another area where boards make mistakes with bylaws, Temkin said. An example would be allowing directors with an "interest" in a financial transaction to remain in the room during board discussions on a purchase.

"Let's say a board member is a roofer. He has a service to offer the organization," said Temkin. "That's perfectly fine, if the conflict-of-interest policies are written to say that a position on the board doesn't preclude a board member from selling something to the organization." In fact, this is typical language in some conflict-of-interest statements, Temkin said.

However, it becomes dicey if the bylaws statement allows the individual board member to be in on the purchase discussion as well as in the room when ballots are cast.

"To handle that most ethically, the board member should not be in on the board's discussion and should not be there when the board votes unless all bidders are present," she said. "The board member's presence can be intimidating to other board members, and it is an unfair advantage to the board member."

- Eliminating membership for expediency's sake. Temkin has also seen bylaws written to do away with an organization's members and leave all responsibilities to the board. It's usually done from a desire to expedite the work. "But you have to step back and look at why there is a role for members in your organization and determine if that reason is still valid today," she said. Today, most organizations do not have members, Temkin said, but she has seen bylaws written to get rid of the membership. "This can be done just to benefit the people in power," she said.
- Allowing a "board within a board." Executive committees, when used improperly, can create a "board within the board," Temkin said. "They can use their power to make decisions without a lot of discussion that you get with a full board," she said.

Board discussions limited to only the executive committee are not as rich and therefore not as valuable to the organization as they would be with the full board involved, she said.

#### Policy language for board relationship with staff

One of the more difficult things to learn about being a board member is the board's relationship with staff.

The board-staff connection can be tricky. It may be your instinct to just pick up the phone and have a staff member track down some information you need or perform a little work, just like you would in the business you own or with the employees you manage.

That's not how it should work in the board member/staff member relationship, however. It's always important to remember that the

board has one employee: your executive director.

The executive director is your go-to person when you need something from an employee. That's because the board hired him or her to manage personnel for the organization.

In a board/executive director relationship policy, I recommend the board include this language to reinforce this important concept:

"The Board supports the executive director in the day-to-day decision-making process, avoiding any direct communication with staff on day-to-day matters."

# Board & Administrator FOR BOARD MEMBERS

August 2016 Vol. 32, No. 12

Editor: Jeff Stratton

## What to do when a board member disputes employee termination

Question: "Our executive director terminated an employee for cause. He's had to do this in the past, and the board has supported his decision. But this time, the employee is a close friend of a board member who believes the decision should be reversed. How should we handle this matter?"

The Board Doctor's answer: If your board faces an issue like this at some point, remember two things:

1. You've hired an administrator to manage personnel issues at your organization.

Managing personnel requires the administrator to hire, evaluate and, yes, sometimes fire a poor employee. The board should never take away the administrator's personnel responsibilities over something like a board member's friendship with an employee. That's not how an effective board operates.

2. By reversing the administrator's management decision, you will severely undermine his ability to manage other employee issues.

Your board will need to be prepared to hear other employee complaints—because you will have set a precedent. Employees will wish to discuss with the board negative performance appraisals, and their opinions about who was promoted over another employee.

Boards should work on the organization's key policy and strategic issues, and trust their administrator to manage the nonprofit's employees. ■

## Ensure convenient access to board materials for new trustees

One way a board can make a new board member's life easier is to provide him or her with the background information and tools that will make the transition to board service smoother.

In "SmartFocus on Board Recruitment & Engagement Spring 2016: Building Your Board," BoardEffect recommends the board provide its new members with:

- · Board mission and structure materials.
- · Minutes from past meetings.

- Meeting calendar, including ad hoc committee and task force meetings.
- Contact information for members, including background and board role.
- Meeting agendas, "board book" and supporting materials.
- Financial statements, depending on permission levels, and annual reports.

For more information, go to http://goo.gl/JhRrOK. ■

## Board & Administrator FOR BOARD MEMBERS

September 2016 Vol. 33, No. 1

Editor: Jeff Stratton

## 33 years of *Board & Administrator:*A quick look back

Board & Administrator begins its 33rd year of publication with this September 2016 issue! Back in September 1984 when B&A was launched, some of the major issues boards faced were the growth of health maintenance organizations, preferred providers and employee assistance programs. In addition, the Blue Cross insurance company was concerned about the cost of mental health and chemical dependency treatments.

Things have changed in this area, even though money remains a concern, but the advice in *Board & Administrator* has remained consistent throughout the years. Read this list of responsibilities of the board printed in one of the very first issues of *B&A* to see how the guidance in the publication has remained clear and consistent.

#### Responsibilities of the board

- A board is responsible for making sure the agency meets the needs of clients.
- A board has the financial authority for the entire organization.
  - A board should play an active role in sell-

ing services, lobbying, fundraising and revenue generation.

- A board selects and evaluates a chief executive officer, who in turn becomes their manager.
- A board must allow the CEO to make day-today management and spending decisions without interference.
- A board must seek to maintain and expand services to needy persons and not be content with a level of services that is based solely on limited or shrinking government funds.
- A board must set policies for the administrator to implement but must not themselves seek to implement those policies.
- A board must specify what input it needs from an administrator in order to make prudent policy decisions.
- A board's responsibility is to assist, guide and evaluate the performance of the whole agency in meeting the needs of clients.
- A board must work as a team with administrators and staff to accomplish the agency's objectives. ■

#### Two best practices for all boards to emphasize

Consultant Richard Male (http://goo.gl/1r3KUJ http://www.richardmale.com), writing in "Best Practices of a High-Performing Board," suggests several practices that are characteristic of effective nonprofit boards, including:

1. **Sustainability.** "Board members are elected or appointed to defined terms, allowing for a horizon-level look at when terms will end, being pre-

pared for unforeseen changes, and creating ways to continuously recruit new talent," Male writes.

2. **Continuous improvement.** "The board regularly evaluates itself through an annual strengths, weaknesses, opportunities, threats (SWOT) exercise, candid discussion of its own governance and operations, and/or an electronic survey process," Male writes.

# **COMMITTEE REPORTING FORM**



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

Name of Committee	Date of Report
Members Present	Members Absent
Type of Report	
Reporting/Updating	
Recommending Board Action	
Recommending Policy Changes	
Brief Statement of Committee's Issue/Area	Reporting:
Brief Background information and possible funding, staff utilization, services and/or fa	e impact of issue/area (i.e.: Why is it an issue? Will cility changes be necessary?)

#### **ADDITIONAL HANDOUTS**

## SENIOR CONNECTION Audit Review



September 14, 2016

Ms. Deloris Johnson, President/CEO The Agricultural and Labor Program, Inc. 300 Lynchburg Road Lake Alfred, FL 33850

Re: 2015 Audit Review

Dear Ms. Johnson:

Senior Connection Center, Inc has completed a review of the Agricultural and Labor Program, Inc. audited financial statements for the year ending June 30, 2015. A copy of the Audit Review Checklist is enclosed.

This letter is to inform you that the audit has been accepted. There are no recommendations or corrective actions requiring your attention at this time.

We appreciate the work done by your fiscal staff, and the services your organization is providing to the elderly. If you have any questions concerning this audit review, please contact Phil Hollister, Director of Contracts and Quality Assurance, at extension 5589.

Sincerely,

Charlotte K. McHenry

President/CEO

cc: Board of Directors, SCC

Raloto K. M. S.

President, Advisory Council, SCC

Phil Hollister, Director of Contracts and Quality Assurance, SCC

Enclosure

For future audits, the auditors should be instructed to reflect SCC funding as being passed through the Department of Elder Affairs and they should designate the program as COMMENTS being EHEAP funding, not LIHEAP. RSM US LLP PREPARED BY: Abbie Walters YES NO N/A INCLUDED × PAGE# 13 - 14 3 - 122 2 A schedule of expenditures of Federal and State awards that lists 10.656 of the Rules of the Auditor General of Florida and Federal An unqualified opinion as to whether the financial statements are 1. The audit was submitted within 30 days of receipt by the auditee presented fairly in all material respects in relation to the financial Office of Management and Budget (OMB) Circular No. A-133 or The agency expends \$750,000 or more in State or \$750,000 or more in Federal funds and adheres to either Chapter 10.550 or An unqualified opinion regarding the financial statements taken applicable to financial audits contained in Government Auditing The audit was conducted by a C.P.A. or an independent public the Uniform Administrative Requirements, Cost Principles, and each program separately; identifies the pass-through entities, A statement that the audit was conducted in accordance with generally accepted accounting standards and the standards Standards issued by the Comptroller General of the United or within 9 months after the auditees fiscal year end, or an contract numbers, and CFDA numbers; and identifies any Audit Requirements for Federal Awards 2 CFR Chapter I, expenditures of State and Federal financial assistance is presented fairly in all material respects in conformity with AGENCY: The Agriculture and Labor Program, Inc. An unqualified opinion as to whether the schedule of AREA OF REVIEW generally accepted accounting principles. extension was granted and documented. FISCAL YEAR END DATE: 06/30/15 amounts provided to subrecipients. Required financial statements. statements taken as a whole. BASIC REQUIREMENTS B. REQUIRED ELEMENTS Chapter II, Part 200, etal. A table of contents. accountant as a whole. States. 6

			USCI LIDED	ڃ	
	AREA OF REVIEW	PAGE#	YES NO	N/A	COMMENTS
ωi	A report on internal control related to the financial statements and the major State and Federal programs, and on compliance				
	with required contract and grant laws, rules, and provisions.	16 - 19	×		
6	The report on internal control states the tests that were				
	performed, and summarizes the auditor's results regarding the	70 71	>		
<u> </u>	Internal control tests.  A ranort on compliance with laws regulations and the provisions	/1 - 01	<		
<u>.</u>	of contracts or grant agreements.	17	×		
=	An unqualified opinion as to whether the auditee complied with				
	laws, regulations, and provisions of contracts and gra	17	×		
12.	A schedule of findings and questioned costs relating to State and			1	
	Federal financial assistance.	20	×		
13.	A summary schedule of prior audit findings or a statement that	0	;		
	there were no prior audit findings.	20	×		There were no prior audit findings.
4.				1	
	comments and recommendations.			×	No management letter was issued by the auditors.
7.	A statement of functional expenses consistent with the guidelines issued by DOEA.				Statement of functional expenses was included that reflects all energy funding as a separate program service, though
<u>.</u>		5-6		×	not required.
ن	C THE SCHEDIII E OF FINDINGS AND QUESTIONED COSTS				
_	The type of report issued by the auditor on the financial				
:	statements is an unqualified opinion.	20	×		
2	A statement indicating no reportable conditions in internal control				
	were disclosed by the audit of the financial statements.	20	×		
က်	A statement indicating the audit disclosed no issues of				
	noncompliance which are material to the financial statements as a whole.	20	×		
4	A statement indicating no reportable conditions in internal control				
	over major programs were disclosed by the audit.	20	×		
5.	If reportable conditions in internal controls over major programs				
	were identified, a statement is included indicating whether they				There were no reportable conditions in internal controls over
	are material weaknesses.			×	major programs.
9	The type of report issued by the auditor on compliance for major				
1	programs is an unqualified opinion.	20	×		
7.	A statement indicating there are no audit findings which the	C	>		
	auditor is required to report under OMB A-133 Section 510(a).	70	× ;		
8	An identification of the major programs tested.	70	×		

AREA OF REVIEW	PAGE #   INCLUDED   COMMENTS   YES   NO   N/A
9. The dollar threshold used to distinguish between Type A and	
Type B programs.	20 X   X
10. A statement as to whether the auditor determined the auditee to	ŀ
be a low risk level under OMB A-133 Section 530.	20 X   X
11. A statement indicating there are no audit findings related to the	
financial statements which are required to be reported.	20 X
12. A statement indicating there are no audit findings related to the	
State and Federal awards which are required to be reported.	20   X
D. AUDIT FINDINGS, CONCERNS, ISSUES, MATTERS, RECOMMENDATIONS	ENDATIONS
1. The audit condition is stated, including facts that support the	
deficiency.	X No findings or issues
2. Statements are included in the audit indicating the criteria or	
specific requirement upon which the audit finding is based,	
including statutory, regulatory, GAAP principles, or other citation.	
	No illidings or issues
3. A determination of the cause of the problem is made and	
whether it is considered a single incident or more prevalent, and	
where appropriate, identify the number of cases examined,	
percentage of error, and the overall dollar value effected.	X No findings or issues
4. The auditor has provided the possible effect of the finding if the	
recommendation is not implemented, providing sufficient	Т
information for proper evaluation by the pass-through entities.	X No findings or issues
5. Recommendations to prevent future occurrences of the	
deficiency are identified in the audit finding.	X No findings or issues
6. Views of responsible officials of the auditee when there is	T
disagreement with the audit finding are included.	X   No findings or issues
7. The audit includes reference numbers for each audit finding to	T
allow for easy referencing and follow-up.	X No findings or issues
8. A corrective action plan prepared by the auditee addressing	
each of the audit findings is included in the report.	X No findings or issues
E CORRECTIVE ACTION AND RESOLUTION	
1 The corrective action plan addresses each finding or issue	No findings or issues
	Т
resolution of the finding or issue if fully implemented	Saussi no findings or issues
All mineral conditional botto botto botto botto	Π
3. All prior year audit indings have been cleared.	

	ADEA OF BEVIEW	# HUV	INCLUDED	JDED	STNEWNOO
	AREA OF REVIEW	# 10A 1	YES NO	D/A/A	
ш.	F. ADDITIONAL INDICATORS AND ANALYSES				
Ψ.	1. A comparison of the statement of cash flows for the last 2 years				
	reflects no unusual variations.	7	×		
7	2. A comparison of the statement of activities for the last 2 years				
	reflects no unusual gains or losses.	4	×		
3	3. The DOEA statement of functional expenses reflects a normal				Statement of functional expenses was included that reflects
	percentage of administrative support and expenditures are				all energy funding as a separate program service, though
	comparable to other providers with similar-sized agencies.	9 - 9		×	not required.
4	4. The DOEA statement of functional expenses reflects unit rates				Statement of functional expenses was included that reflects
	that are comparable to the agencies budgeted costs and Service				all energy funding as a separate program service, though
	Cost Report.	5 - 6		×	not required.
				-	,
	Logis A righter				04/14/16
	Prepared by:				Date:
	Reviewed By:				Date: 4/14/10
	8				

## HUD Financial Monitoring & Compliance Review



#### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Housing Counseling, Oversight and Accountability Division 26 Federal Plaza, Room 3234 New York, NY 10278

September 15, 2016

Cheryl Burham
The Agriculture and Labor Program, Inc.
300 Lynchburg Road
Lake Alfred, FL33850-2576

Subject: Financial Monitoring and Compliance Review of HUD Housing Counseling Grants HC130421106 and HC140421076.

Dear Ms. Burham:

Thank you for the cooperation and courtesy extended to Booth Management Consultants, LLC (BMC), the firm contracted to perform a financial and quality control review of your agency on behalf of the Department of Housing and Urban Development (HUD). The review was conducted to assess if your agency is in compliance with the Housing Counseling Grant Agreement and applicable OMB and HUD regulations governing entities that receive federal financial assistance. Additionally, the review was meant to give you and your staff an opportunity to receive any needed technical assistance related to these regulations and requirements.

BMC's review identified no deficiencies and/ or observations in the regulatory compliance and financial and administrative oversight of the Agency name Housing Counseling grant award HC130421106 and HC140421076.

Thank you for your agency's continued participation in HUD's housing counseling program. The Agriculture and Labor Program, Inc. is an important community partner with HUD by helping expand homeownership opportunities, improve access to affordable housing and preserve homeownership.

Attached you will find a copy of a customer feedback survey, please help us improve the financial review process, by participating in this important process. If you decide to participate, please email the survey to: Ms. Linda J. Bozeman @ <u>Linda.J.Bozeman@hud.gov.</u>

If you have any questions concerning this review, please contact Johnnie Young at 817-978\*-5823.

Sincerely,

Phyllis H. Ford

Director, Division of Oversight & Accountability

Enclosure

cc:

Deloris Johnson The Agriculture and Labor Program, Inc.

Johnnie Young Office of Housing Counseling



### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF HOUSING COUNSELING

Financial and Administrative Review The Agriculture and Labor Program, Inc.

Site Visit Date: May 6, 2016

Comprehensive Counseling Grant Numbers:

HC130421106 Fiscal Year 2013 October 1, 2013 to September 30, 2013

HC140421076 Fiscal Year 2014 October 2, 2013 to March 31, 2015

Report #: OHC-FAR-FY16-024

Prepared By
BIC
BOOTH MANAGEMENT CONSULTING, LLC

#### **TABLE OF CONTENTS**

Executive Summary	3
Approach	4
Background	6
Summary of Findings	7
Detailed Findings	
Detailed Results by Engagement Area	<b>9</b>
Sub-Grantee Oversight and Monitoring	9
Documentation and Grant Related Transactions	9
Accounting System	9
Procurement Process	9
Time and Attendance Controls	10
Timely Accurate Submission of Quarterly Reports	10
Cash Management	10
Federal Negotiated Indirect Cost Rates	10
Resolution and Closure of Findings	10
Program Income	10
Leveraged Costs	11
Reconciling Organization Records with HUD Records	11
Recommended Technical Assistance	11

#### **EXECUTIVE SUMMARY**

Booth Management Consulting (BMC) was contracted by HUD to perform an agreed-upon procedures engagement that was targeted to the financial and administrative oversight of a select number of intermediaries, and state and local agencies to which it provided a Housing Counseling, Reverse Mortgage Counseling and/or a Loan Document Review Grants. This agreed-upon procedures engagement is being performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of HUD's oversight team. Consequently, we will make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. At the conclusion of our testing of all agencies, we will issue our formal report on the findings of this agreed-upon procedures engagement in its entirety.

The following report provides the results of the agreed-upon procedures engagement pertaining to the specific financial and administrative processes of The Agriculture and Labor Program, Inc. (hereinafter referred to as "ALPI"). These procedures were performed at the direction of HUD solely to assist HUD with assessing whether: 1) the Housing Development properly accounted for the receipt and expenditure of Federal funds; and whether 2) the Housing Development's expenditures were in compliance with Federal requirements and award specific conditions.

We conducted this phase of our agreed-upon procedures engagement of ALPI to assist HUD in evaluating the level of compliance with reporting, record keeping, financial and administrative documentation, accounting controls and auditing requirements specified in grant agreements and covering all applicable HUD and OMB regulations for the counseling grant for FY 13 for the period October 1, 2012 to September 30, 2013 and the FY14 grant for the period October 1, 2013 to December 31, 2014. The actual period of performance for the FY14 grant is October 1, 2013 to March 31, 2015, however this review only covers the period through December 31, 2014.

HUD has also commissioned this report with the objective of identifying opportunities for improvement in the controls of their grantees and as such our procedures were designed to provide additional technical assistance.

#### APPROACH

Our procedures were conducted using a combination of interviews, documentation testing and testing of control processes. In addition, BMC sent an on-site preparation checklist prior to the engagement. BMC also performed a high level assessment of the organization's governance, risk management and compliance processes. This facet of the overall engagement involved discussions with ALPI leadership and testing of process documentation and quarterly reporting packages.

The grant testing included, but was not limited to, testing of the following financial and administrative controls:

- a) Administrative structure (e.g. chain of approval and segregation of duties);
- b) Sub-grantee monitoring policy, plan and records, if applicable;
- c) Documentation (e.g. accounting/administrative policies and procedures, transactions, and approvals);
- d) The ability of ALPI's accounting system to record incurred costs in approved budget categories and support financial reporting (e.g. auditable financial statements and Financial Status Reports);
- e) Procurement, inventory and property management controls; and
- f) Time and attendance controls.

#### Additionally, BMC tested the Organization's:

- a) Timely/accurate submission of quarterly financial information;
- b) Cash management policy and procedures relating to drawdown of grant funds and distribution of payments to sub-agencies, if applicable;
- c) Grant-related transactions, including tracing a sample of transactions to source documents and testing to determine if they are supported, allowable, allocable and reasonable;
- d) Federal Negotiated Indirect Cost Rates and related application and reporting, if applicable;
- e) Resolution and closure of findings contained in Single Audit Reports and other external audit reports; and
- f) Accounting system, such as: the adequacy of ALPI's chart of accounts, the system's ability to separately record and report on the receipt, obligation, and expenditure of funds by Federal award, including proper and accurate reporting of pass-through, program income, and leveraged expenditures and reconciling ALPI's accounting system/supporting records to award, drawdown, obligation, and expenditure data on file at HUD.

On May 9, 2016 we conducted an exit conference with the following individuals:

- Al Miller, ALPI
- Dennis Gniewek, ALPI
- Sandi Figel, ALPI
- Ken Davis, ALPI
- Johnnie L. Young, HUD
- Wilfredo Corps, BMC

During the exit conference we notified the attendees that there were no findings or observations during our review.

#### BACKGROUND

The Agricultural and Labor Program, Inc. (ALPI) headquartered in Winter Haven, Florida is an IRS certified 501(c)(3) private, nonprofit organization. The Agricultural and Labor Program is a direct descendent of The Agricultural and Labor Project, established in 1968 by the Coca-Cola Company to improve the quality of life for farmworkers in their Florida citrus operations. Today, ALPI serves the total spectrum of socially and economically disadvantaged children and families throughout Florida.

In the years since its inception, The Agricultural and Labor Program, Inc. has continued to grow and to expand efforts to assist those persons that the organization was chartered to serve. This effort is continuous and will exist as long as there are persons needing services.

#### **SUMMARY OF FINDINGS**

There were no findings noted during BMC's review.

#### **DETAILED FINDINGS**

There were no findings noted during BMC's review.

#### DETAILED RESULTS BY ENGAGEMENT AREA

#### Internal Controls

Effective control and accountability must be maintained for all grants to reduce the risk of fraud, waste, and abuse. Grantees are expected to have adequate internal controls in place to properly safeguard and administer grant funds, including written policies and procedures that ensure funds are used for authorized purposes. Our testing indicated that ALPI had the appropriate internal controls in place. No exceptions noted.

#### **Sub-Grantee Oversight and Monitoring**

During the periods under review, ALPI had no sub-recipients.

#### **Documentation and Grant Related Transactions**

Grantees are expected to have established policies and procedures related to cash receipts and cash disbursements and compliance monitoring systems within the organization. We obtained a Cash Receipts and Disbursements Narrative from management and tested some transactions with no exceptions. Cash Receipts and Disbursements policies seemed appropriate. No exceptions noted.

#### **Accounting System**

Grantees are responsible for establishing and maintaining an adequate system of accounting and internal controls, and for ensuring that an adequate system exists for all sub-grantees. An effective accounting system should: 1) present and classify projected historical cost of the grant as required for budgetary and evaluation purposes; 2) provide cost and property controls to ensure optimal use of funds; 3) control funds and other resources to ensure that the expenditure of funds are in conformity with any general and special conditions that apply to the grantee; 4) meet the prescribed requirements for periodic financial reporting of operations; 5) provide financial data for planning, control, measurement, and evaluation of direct and indirect costs, and 6) maintain an accurate general ledger and chart of accounts. Based on our review of the most recent audited financial statements and the OMB A-133 Clearinghouse submission, we did not note any issues with a direct effect on the HUD Grants.

#### **Procurement Process**

Management should retain a copy of their procurement process. ALPI does not have any contracts related to operational oversight in excess of \$25,000. We were provided with documentation pertaining to ALPI's procurement process and we noted that controls were in place for the procurement process based on our limited testing of cash receipts and disbursements. No exceptions noted.

Financial and Administrative Review The Agriculture and Labor Program, Inc. HC130421106 and HC140421076

#### **CEO SIGNATURE RESOLUTIONS**

(Current & Proposed)

## RESOLUTION CHIEF EXECUTIVE OFFICER SIGNATURE AUTHORIZATION

**WHEREAS**, the Board of Directors of The Agricultural and Labor Program, Inc. (ALP!), in accordance with its Corporate Bylaws - Article III, Section 2, duly authorize the Chief Executive Officer, signature rights on behalf of the Board of Directors as **it** pertains to all contracts and agreements applicable for submitting and receiving program funding, and

**WHEREAS**, this authorization is rendered by virtue of the fact that all funding applications are reviewed and/or adopted prior to submittal by the ALPBoard of Directors; be it

**RESOLVED,** that The Agricultural and Labor Program, Inc., Board of Directors hereby affirm signature rights undertaken by Deloris C. Johnson, Chief Executive Officer, on behalf of the Corporation Board of Directors.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of The Agricultural and Labor Program, Inc., a corporation duly formed pursuant to the laws of the State of Florida, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors, and that said meeting was held in accordance with state laws and the Bylaws of the above-named Corporation on April 26, 1997, and that said resolution is effective immediately.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation, this **26th** day of **April**, **1997**.

A True Record

Attest

Secretary

Manning Commentage

## The Agricultural and Labor Program, Inc. BOARD OF DIRECTORS RESOLUTION

SUBJECT: Notification of Additional Signatories on Designated Bank

Accounts

**WE**, the Chairperson and the Secretary of The Agricultural and Labor Program, Inc, hereafter referred to as the "Corporation", hereby duly certify that at the Board of Directors Meeting held on the 24<sup>th</sup> day of January, 2004, the following resolution was passed and duly entered into the records of the Corporation.

**THAT**, the name of Bernard Fulse be removed from all financial documents, designated accounts and bank statements as recorded for all banking and/or financial institutions currently doing business with the Corporation; and

**THAT**, the Chief Executive Officer (Deloris C. Johnson) be designated as one of the authorized signatories, to be fully empowered and authorized on behalf of the Corporation's Board of Directors and from time-to-time:

- apply for banking services, subscribe to any business banking services offered from time to time, accept and agree to the applicable terms and conditions including and subsequent variations and changes, and to execute all applicable forms and documents relating to the following account; and
- terminate any business banking services as may be subscribed to and/or used the Corporation or any part thereof on such terms and conditions as may be imposed by the banking and/or financial institution; and
- 3) close any of the designated accounts on such terms and conditions as may be imposed by the banking and financial institution.

**THAT**, the Corporation appoints the Chief Executive Officer, and Board Chairperson, Secretary and Treasurer as authorized signatories and that the Chief Executive Officer shall be full empowered and authorized on behalf of the Corporation's Board of Directors, from time to time to:

- apply for, obtain and use a digital certificate and/or digital signature (as prescribed by the banking/financial institution) in order to access and use any business banking services subscribed to, on behalf of the Corporation on such terms and conditions as may be imposed by the banking institution; and
- 2) subject to the authorizations, limits and conditions hereby stipulated by the Corporate Board of Directors, do any of the following:

- (a) accept and agree to abide by the terms and conditions applicable to the business banking services subscribed to and/or the designated accounts(s) and any variations and changes made thereof; and
- (b) enter into and execute any undertaking, guarantee or indemnity required by the banking institution in order for the banking institution to act upon the instruction(s) given by the Organization's Board of Directors in respect of the business banking services subscribed to and/or the designated account(s).

**THAT**, the Corporation fully empowers and authorizes:

1) the Chairperson of the Board;

and

2) the Secretary of the Board;

to authenticate the content of this Resolution by signing the same on behalf of the Corporation.

**THAT**, this resolution shall replace, revoke or amend any inconsistent previous resolution of the Corporation or any part thereof and this certification shall in its form be deemed sufficient notice of such replacement, revocation or amendment, and;

**THAT**, the Corporation's Board of Directors and/or designee agrees to notify the banking institution of any changes to the beneficial ownership and/or financial control of the Corporation as soon as possible following such changes which in any event should be within fifteen (15) days from the effective date of such change, and;

**BE IT FURTHER RESOLVED**, that this resolution of the Corporation as certified herein is to remain in full force and effect until receipt by the banking institution of duly certified copy of the Corporation's resolution rescinding or amending the same.

**WE**, the undersigned parties confirm the above to be true and accurate statements of what was agreed at the meeting.

William Holt, Chairperson
ALPI Board of Directors

Josephine Howard, Secretary
ALPI Board of Directors

January 24, 2004 Date

## RESOLUTION CHIEF EXECUTIVE OFFICER SIGNATURE AUTHORIZATION

WHEREAS, the Board of Directors of The Agricultural and Labor Program, Inc. (ALPL), in accordance with its Corporate Bylaws - Article III, Section 2, shall be responsible for employing a Chief Executive Officer who shall lead the agency and its staff in pursuit of the objectives established by the Board in the agency's strategic plan and annual operating budget and shall be responsible for the day to day operation and administration of the Corporation subject to limitations and restrictions imposed by the Board of Directors, and,

**WHEREAS**, the Chief Executive Officer shall have signature rights on behalf of the Board of Directors as **it** pertains to all contracts and agreements applicable for submitting and receiving <del>program</del> funding and reimbursement payments, and

**WHEREAS, this** authorization is rendered by virtue of the fact that all funding requests are reviewed and/or adopted prior to submittal by the ALPI Board of Directors; be it

**RESOLVED, that** The Agricultural and Labor Program, Inc., Board of Directors hereby affirm signature rights undertaken by Deloris C. Johnson, Chief Executive Officer, on behalf of the Corporation Board of Directors.

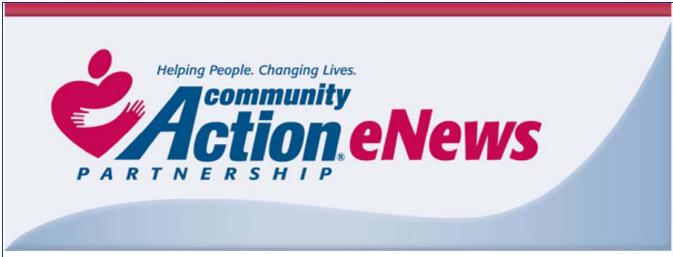
The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of The Agricultural and Labor Program, Inc., a corporation duly formed pursuant to the laws of the State of Florida, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors, and that said meeting was held in accordance with state laws and the Bylaws of the above-named Corporation on April 26, 1997 September 24, 2016, and that said resolution is effective immediately.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation, this 24th day of September, 2016.

### HEAD START PERFORMANCE STANDARDS

(webinars)





#### **Partnership and OHS Host Webinar Series**

September 22, 2016

Dear Community Action Colleagues,

The Community Action Partnership is pleased to announce that we will host two webinars in collaboration with the Office of Head Start on the new Head Start Program Performance Standards (HSPPS). **Ann Linehan,** Deputy Director of the Office of Head Start, will be joined by several of her staff to review the new Performance Standards and how they impact Community Action

Agencies with Head Start programs.

An Office of the Administration for Children and Families
Early Childhood Learning & Knowledge Center (ECLKC)

Given the complexity of the topic and to ensure

we cover all the issues, this will be a two part webinar series. We ask all those planning to attend the webinar to:

- Register for each of the webinars below. Sessions are free, but we do ask you register;
- Use the links at the end of this announcement to visit the Office of Head Start's Home Page and download materials beforehand;
- Review the preamble and sections of the Head Start
   Program Performance Standards specific to the webinar
   (s) you are attending in advance; and
- **Submit questions** to the Partnership at the email provided below to help us focus on high priority issues.

Note, these sessions are not meant to be an introductory review. We ask that attendees come prepared and provide questions in



advance if possible. We will also take questions during the webinar.



The first webinar will be held on Monday, October 3rd from 2:00-3:30 PM ET/1:00-2:30 PM CT/12:00-1:30 PM MT/ 11:00-12:30 AM PT. To register, click here. This webinar will cover:

- 1301. Governance
- 1302. Subpart B Program Structure
- 1302. Subpart J Program Management and Quality Improvement
- 1303. Financial and Administrative Requirements.

The second webinar will be held on Monday, October 24th from 2:00-3:30 PM ET/1:00-2:30 PM CT/12:00-1:30 PM MT/ 11:00-12:30 AM PT. To register, click here. This webinar will cover:

- Subpart C Education and Child Development Services
- Subpart D Health Program Services
- Subpart E Family and Community Engagement Program Services
- Subpart F Additional Services for Children with Disabilities
- Subpart G Transition Services
- Subpart H Services to Enrolled Pregnant Women
- Subpart I Human Resources Management.

To access the HSPPS, click here.

To access the Preamble, click here.

To access the OHS Fact Sheet on the HSPPS, click here.

To access CAPLAW's recent enews on the HSPPS, click here.

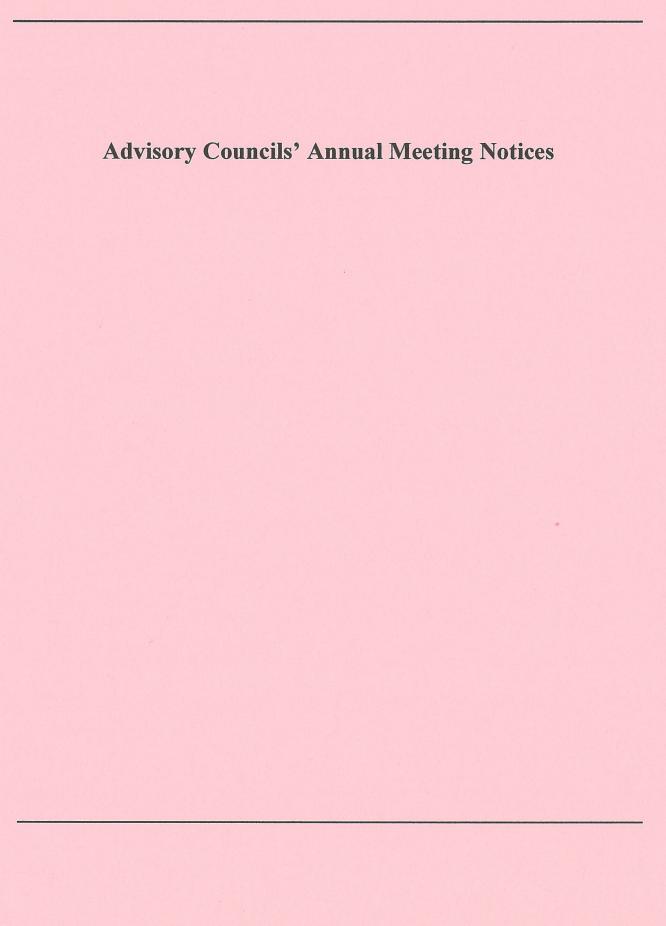
If you would like to have specific questions or issues addressed during the webinars, **please email your questions to Jarle Crocker**, Director of Training and Technical Assistance, at jcrocker@communityactionpartnership.com and remember to indicate which webinar the questions apply to. We are excited to provide such extensive discussion of the Performance Standards just for the Community Action Network and we hope you join us on both events.

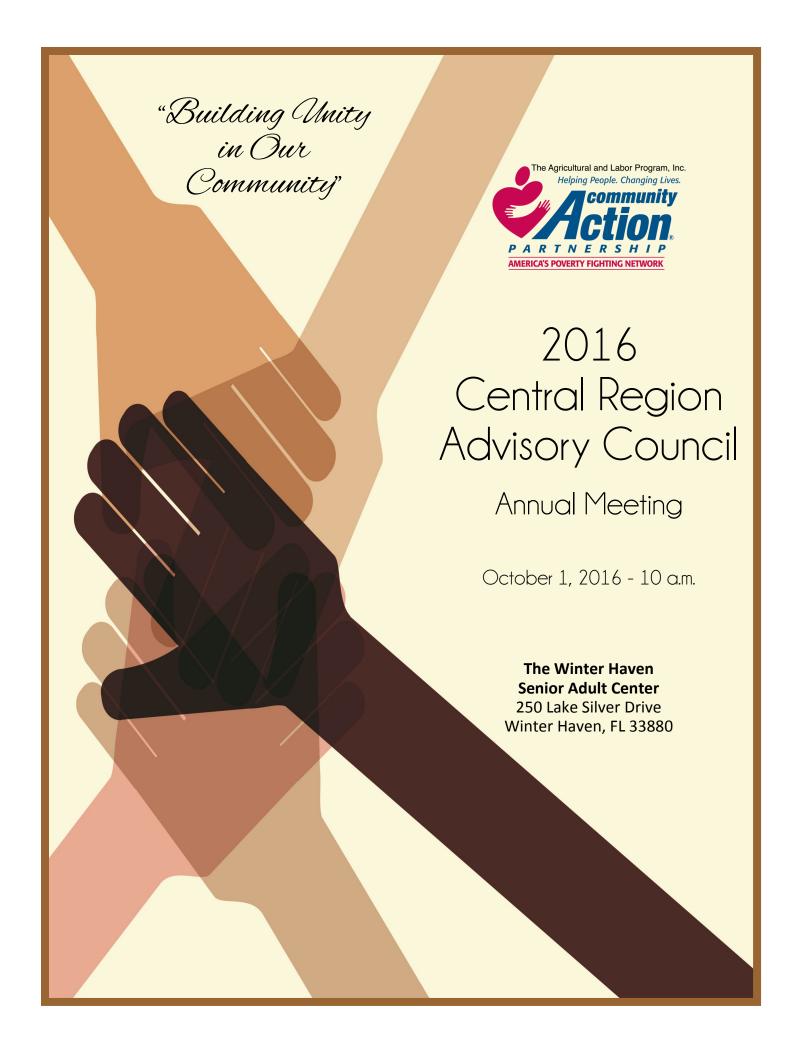
Denise Harlow, CEO

Community Action Partnership



Copyright © 2016 All Rights Reserved.





# Eastern Region Advisory Council – 2016 Annual Meeting

## Saturday October 15, 2016 ~ 11:00 AM

ALPI Admin. Office 2202 Ave. Q Fort Pierce, FL 34950

## ALPI - Paving The Way In Unity



Guest Speaker: Dr. Donna Mills St. Lucie County School Board Member

Everyone Is Invited!













## 2016 Northern Region Advisory Council Annual Meeting

Saturday, October 29, 2016 • 10 a.m. to 12 p.m.

New St. John Missionary Baptist Church • 515 S. Clara Avenue • Deland, FL

## Better Together We Are One







## REQUEST FOR ADDITIONAL ROOMS



#### **CHILD ACCIDENT INSURANCE**

## RENEWAL REVIEW PREPARED FOR

AGRICULTURAL AND LABOR PROGRAM, INC.

PRESENTED BY

STEVEN MAZON, VICE PRESIDENT

BOUCHARD INSURANCE 222 CHURCH STREET KISSIMMEE, FL 34741

407 847-2841





### TABLE OF CONTENTS

#### **Contents**

Table of Contents	
Locations	
Locations	
Property	
Electronic Data Processing	
Crime	
Commercial Liability	
Professional Liability & Abuse & Molestation	
Commercial Automobile	15
Umbrella	
4 – Vehicle Schedule	18
5 – Drivers List	

Jate: September 7, 2016 Version: 1





### LOCATIONS

#### CL Package

Loc#	Address	CITY	STATE
1	300 Lynchburg Road	Lake Alfred	FL
2	1814 North 13th Street	Ft. Pierce	FL
3	1400 Avenue M	Ft. Pierce	FL
4	1035 South 27 Circle	Ft. Pierce	FL
5	701 Hopson Road	Frostproof	FL
6	1326 Intl Speedway Blvd D-6	Deland	FL
7	38 King Blvd.	Frostproof	FL
8	1110 North 32nd Street	Fort Pierce	FL
9	47 Queens Court	Frostproof	FL
10	501 New Horizons Loop	Auburndale	FL
11	1013 South Delaney Ave S-2	Avon Park	FL
12	1306 S Tulane Avenue	Avon Park	FL
13	111 Avenue R NE	Winter Haven	FL
14	198 NW Marion Avenue	Port Saint Lucie	FL
15	2202 Avenue Q	Ft. Pierce	FL

Jate: September 7, 2016 Version: 1

Trusted Choice



#### LOCATIONS

#### **CL Property**

Loc#	Address	Сіту	STATE
1	300 Lynchburg Road	Lake Alfred	FL
2	1814 N. 13th Street	Fort Pierce	FL
3	1400 Avenue M	Fort Pierce	FL
4	1035 South 27 Circle	Fort Pierce	FL
5	701 Hopson Road	Frostproof	FL
6	1326 International Speedway	Deland	FL
7	38 King Blvd	Frostproof	FL
8	1110 North 32nd Street	Fort Pierce	FL
9	47 Queens Court	Frostproof	FL
10	501 New Horizons Loop	Auburndale	FL
11	1013 South Delaney Ave S-2	Avon Park	FL
12	1306 S Tulane Avenue	Avon Park	FL
13	111 Avenue R NE	Winter Park	FL
14	198 NW Marion Avenue	Port Saint Lucie	FL
15	2202 Avenue Q	Fort Pierce	FL

Jate: September 7, 2016 Version: 1





#### **PROPERTY**

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Essex Insurance Company

AM Best Rating: A (Excellent)

POLICY TERM:

10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

#### 300 Lynchburg Road Lake Alfred, FL

Description	SUBJECT	Expiring Values	Renewal Values
ALPI Central Office	Building	\$618,817	
ALPI Central Office	Business Personal Property	\$145,000	
ALPI Central Office	Business Income Including Extra Expense	\$175,000	
Storage	Building	\$6,452	
Storage	Business Personal Property	\$5,000	

#### 1814 N. 13th Street Fort Pierce, FL

DESCRIPTION	SUBJECT	Expiring Values	Renewal Values
ALPI George W Truitt Family Service	Building	\$706,981	
ALPI George W Truitt Family Service	Business Personal Property	\$70,000	
ALPI George W Truitt Family Service	Additional Covered Property	\$15,000	
ALPI George W Truitt Family Service	Additional Covered Property	\$10,000	

Jate: September 7, 2016





#### 1400 Avenue M Fort Pierce, FL

DESCRIPTION	SUBJECT	Expiring Values	Renewal Values
ALPI Lincoln Park Head Start Center	Building	\$657,000	
ALPI Lincoln Park Head Start Center	Business Personal Property	\$150,000	
ALPI Lincoln Park Head Start Center	Additional Covered Property	\$15,000	
ALPI Lincoln Park Head Start Center	Additional Covered Property	\$10,000	

#### 1035 South 27 Circle Fort Pierce, FL

DESCRIPTION	SUBJECT	Expiring <b>V</b> alues	Renewal Values
ALPI Francina C Duval Head Start	Building	\$237,555	
ALPI Francina C Duval Head Start	Business Personal Property	\$70,000	
ALPI Francina C Duval Head Start	Additional Covered Property	\$15,000	
ALPI Francina C Duval Head Start	Additional Covered Property	\$10,000	

#### 701 Hopson Road Frostproof, FL

DESCRIPTION	Subject	Expiring Values	Renewal Values
Frostproof Ctr - Conference Room	Conference Bldg	\$150,611	
Frostproof Ctr - Conference Room	Business Personal Property	\$30,000	
Frostproof Ctr - Conference Room	Additional Covered Property	\$15,000	
Frostproof Ctr - Conference Room	Additional Covered Property	\$10,000	
Frostproof Ctr - Office	Office	\$87,500	
Frostproof Ctr - Office	Business Personal Property	\$30,000	
Frostproof Ctr - Office	Office	\$87,500	
Frostproof Ctr - Office	Business Personal Property	\$10,000	- 17
Frostproof Ctr - Classroom	Classroom	\$211,000	

Jate: September 7, 2016





DESCRIPTION	Subject	Expiring Values	Renewal Values
-rostproof Ctr - Classroom	Business Personal Property	\$30,000	
Frostproof Ctr - Classroom w Kitchen	Classroom w/ Kitchen	\$382,469	
Frostproof Ctr - Classroom w Kitchen	Business Personal Property	\$30,000	
Frostproof Ctr - Storage 1	Metal Storage Bldg	\$25,240	
Frostproof Ctr - Storage 1	Business Personal Property	\$10,000	
Frostproof Ctr - Portable Classroom	Portable Classroom	\$49,948	
Frostproof Ctr - Portable Classroom	Business Personal Property	\$30,000	
Frostproof Ctr - Blk Maint Bldg & Storage	Maintenance Bldg	\$17,000	
Frostproof Ctr - Blk Maint Bldg & Storage	Business Personal Property	\$10,000	
Frostproof Ctr - Resource Bldg	Resource Bldg	\$27,920	

#### 1326 International Speedway Deland, FL

DESCRIPTION	Subject	Expiring Values	Renewal Values
Office Bldg and Training Center	Business Personal Property	\$10,000	

#### 38 King Blvd Frostproof, FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
Lakeview Community Center	Building	\$274,562	
Lakeview Community Center	Business Personal Property	\$7,000	

Jate: September 7, 2016





#### 1110 North 32nd Street Fort Pierce, FL

DESCRIPTION	Subject	Expiring <b>V</b> alues	Renewal Values
ALPI Garden Terrace Head Start	Building	\$483,894	
ALPI Garden Terrace Head Start	Business Personal Property	\$50,000	
ALPI Garden Terrace Head Start	Additional Covered Property	\$15,000	
ALPI Garden Terrace Head Start	Additional Covered Property	\$10,000	

#### 47 Queens Court Frostproof, FL

DESCRIPTION	SUBJECT	Expiring Values	Renewal Values
Dwelling (under renovation)	Building	\$60,000	

#### 501 New Horizons Loop Auburndale, FL

DESCRIPTION	Subject	EXPIRING VALUES	Renewal Values
New Horizon Leased Office	Business Personal Property	\$10,000	

#### 1013 South Delaney Ave S-2 Avon Park, FL

DESCRIPTION	Subject	Expiring Values	Renewal Values
South Delaney Leased Office Space	Business Personal Property	\$10,000	

#### 1306 S Tulane Avenue Avon Park, FL

		EXPIRING	RENEWAL
DESCRIPTION	SUBJECT	<b>V</b> ALUES	<b>V</b> ALUES
Tulane Leased Office Space	Business Personal Property	\$10,000	

#### 111 Avenue R NE Winter Park, FL

DESCRIPTION	Subject	Expiring Values	Renewal Values
Winter Haven Leased Office Space	Business Personal Property	\$10,000	

Date: September 7, 2016



#### 198 NW Marion Avenue Port Saint Lucie, FL

DESCRIPTION	SUBJECT	Expiring Values	Renewal Values
Child Dev & Family Srvs Center	Business Personal Property	\$80,000	

#### 2202 Avenue Q Fort Pierce, FL

DESCRIPTION	SUBJECT	Expiring Values	Renewal Values
Avenue Q Head Start	Business Personal Property	\$300,000	-
Avenue Q Head Start	Additional Covered Property - Fence	\$30,000	
Avenue Q Head Start	Additional Covered Property - Playground	\$40,000	

#### **COVERAGE TERMS**

◆ Cause of Loss: Special

Valuation Clause: Replacement Cost

◆ Co-Insurance: 80%

◆ Business Income: 90%

◆ Deductible: \$1,000

◆ Wind Deductible: 5% Wind & Hail

#### **REMARKS**

**♦** 

Jate: September 7, 2016



#### **ELECTRONIC DATA PROCESSING**

NAMED INSURED: Agricultural and Labor Program, Inc.

COMPANY: Markel Insurance Company

AM Best Rating: A

POLICY TERM: 10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

#### Coverage:

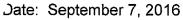
Coverage	LIMIT	DEDUCTIBLE
Equipment Hardware Owned	\$206,700	\$1,000

#### **COVERAGE TERMS**

Valuation Clause: Replacement Cost

◆ Co-Insurance: 90%

Deductible: \$1,000



Version: 1

Trusted Choice



#### **CRIME**

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Markel Insurance Company

AM Best Rating: A

POLICY TERM:

10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

Coverage:

Coverage	LIMIT	DEDUCTIBLE
Employee Dishonesty	\$120,000	\$1,000
Forgery or Alteration	\$30,000	\$1,000

#### **SOVERAGE TERMS**

Loss Basis (Crime): Loss Sustained Basis

Jate: September 7, 2016





#### **COMMERCIAL LIABILITY**

NAMED INSURED: Agricultural and Labor Program, Inc.

COMPANY: Markel Insurance Company

AM Best Rating: A

POLICY TERM: 10/24/2016 to 10/24/2017

COVERAGE TYPE: Occurrence

#### COVERAGE DETAIL

DESCRIPTION	LIMITS	
Each Occurrence	\$1,000,000	
Personal Injury & Advertising Injury	\$1,000,000	
General Aggregate	\$3,000,000	
Products/Completed Operations Aggregate	\$3,000,000	
Damage to Premises Rented to You	\$100,000	
Medical Expense - per person	\$5,000	
Deductible: Per Occurrence Basis:	\$1,000	

#### **ADDITIONAL COVERAGES**

Description	Limit	Aggregate	Ded
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000
Professional Liability - Day School	\$1,000,000	\$3,000,000	
Abuse Liability	\$500,000	\$1,000,000	
Counseling Professional			

Date: September 7, 2016





#### RATING DETAIL

Loc#	CLASS	DESCRIPTION	Basis	EXPIRING	RENEWAL
1	61227	Building of Premises - Office- 300 Lynchburg	Area	6,924	
1	68707	Warehouse - Private	Area	480	
2	41716	Day Care Center - George W Truitt FamilyServices Center	Other	63	5/7
3	41716	Day Care Center (incl 2560 sqft office) w/playground - Lincoln Park Head Start	Other	114	
4	41716	Day Care Center w/playground - Francina Duval Head Start	Other	38	
5	41716	Day Care Center (incl 984 sqft office)- Frostproof ChildDevelopment Center	Other	113	
1	47474	Schools - trade or vocational- Project Achieve	Other	52	
6	61227	Project Achieve Office	Area	1,152	
7	49870	Lakeview Park Community Center	Area	2,500	
8	41716	Day Care Center w/playground - Garden Terrace Head Start	Other	92	
1	49191	Family Counseling Professional Liability		1,754	
11	61227	South Delaney Leased Office Space	Area	420	
10	61227	New Horizon Leased Office Space	Area	600	
14	61227	Child Dev & Family Services Center	Other	85	
13	61227	Winter Haven Leased Office Space	Area	675	
12	61227	Tulane Leased Office Space	Area	350	
15	41716	Day Care Center w/playgound -2202 Avenue Q, Ft. Pierce, FL 34950	Other	237	
9	68607	Nf Profit - Vacant Buildings - Not Factories			

Date: September 7, 2016 Version: 1





#### PROFESSIONAL LIABILITY & ABUSE & MOLESTATION

Named Insured: Agricultural and Labor Program, Inc.

Company: Markel Insurance Company

AM Best Rating: A

Policy Term: 10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

Coverage Detail – Abuse Liability	TAIL – ABUSE LIABILITY COVERAGE DETAIL – ABUSE LIABILI	
DESCRIPTION	LIMITS	
Abuse Liability Each Occurrence	\$500,000	
Abuse Liability Aggregate	\$1,000,000	
Abuse Defense – Each Occurrence	\$100,000	
Abuse Defense – Aggregate	\$100,000	
Abuse Liability Each Occurrence	\$500,000	

LIABILITY LIMIT	AGGREGATE LIMIT	
\$1,000,000	\$3,000,000	

#### **COVERAGE TERMS:**

- Policy Form
- Inception Date
- Retroactive Date

- Discovery Period Duration
- Defense Cost
- Extended Reporting Period

Jate: September 7, 2016

Version: 1

Trusted Choice



#### **COMMERCIAL AUTOMOBILE**

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Markel Insurance Company

AM Best Rating: A

POLICY TERM:

10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

COVERAGE	Autos Covered	LIMITS OF LIABILITY		
Liability Insurance	7 8 9	\$1,000,000	Combined Single Limit	
Medical Payments	7	\$5,000	Each Person	
Uninsured Motorists Underinsured Motorists ,Non-stacked)	7	\$1,000,000	Bodily Injury/Person Bodily Injury/Accident	
Personal Injury Protection	7		Per Florida Statute	
Physical Damage	See Vehicle Schedule	ACV unless stated otherwise	Comprehensive &/or Collision	

#### Definition of Symbols:

1 = Any "Auto"

2 = Owned "Autos" Only

3 = Owned Private Passenger "Autos" Only

4 = Owned "Autos" Other than Private Passenger "Autos"

Only

5 = Owned "Autos" Subject to No-fault

6 = Owned "Autos" Subject to a Compulsory UM Law

7 = Specifically Described "Autos"

8 = Hired "Autos" Only

9 = Non-Owned "Autos" Only

Jate: September 7, 2016





#### ADDITIONAL COVERAGES

Coverage	LIMIT	DEDUCTIBLE(S)	
ired Car Physical Damage \$75,000		Comprehensive \$500 Collision \$500	
Rental Reimbursement	Up to \$100 per day/Up to 30 days/\$3,000 Max		
Driver Exclusion	See Driver List		

Jate: September 7, 2016 Version: 1

Trusted Choice



#### **UMBRELLA**

Named Insured:

Agricultural and Labor Program, Inc.

Company:

Markel Insurance Company

AM Best Rating: A

**Policy Term:** 

10/24/2016 to 10/24/2017

COVERAGE

LIMITS

Limit of Liability

\$5,000,000

Each Occurrence

\$5,000,000

Aggregate

Follow Form

Self Insured Retention

\$10,000

#### Underlying Insurance

Type of Insurance	EFF DATE	EXP DATE	Limit	
Automobile Liability	10/24/2016	10/24/2017	\$1,000,000	Combined Single Limit
General Liability	10/24/2016	10/24/2017	\$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000	Each Occurrence General Aggregate Prod/Comp Ops Aggregate Personal & Advertising Injury
Employers Liability	11/13/2016	11/13/2017	\$500,000 \$500,000 \$500,000	Each Accident By Disease Policy Limit By Disease Each Employee
Professional Liability	10/24/2016	10/24/2017	\$3,000,000	Each Incident Aggregate

This Policy Is: Non-Auditable

Abuse & molestation Excluded

Jate: September 7, 2016

Version: 1



# 4 - VEHICLE SCHEDULE

#	YEAR	MAKE	<b>M</b> ODEL.	Vin#	COMP DED	COLL DED	Cost <b>N</b> ew	Сіту	ST
1	2000	Internat'i		1HVBBAANOYH288869	\$500	\$500	\$67,500	Ft Pierce	FL
2	2001	Chevrolet		1GCFG15WX11148533	\$500	\$500	\$19,891	Ft Pierce	FL
3	2015	Bluebird	71 passenger	1BAKGCPA7FF306648	\$500	\$500	\$67,000	Ft Pierce	
4	2014	Ford	Flex	2FMGK5B89EBD37146	\$500	\$500	\$29,000	Ft Pierce	
5	2016	Ford	Flex	2FMGK5B86GBA12070	\$500	\$500	\$30,000	Ft Pierce	
6	2006	Blue Bird	65 Passeng	1BAKFCKA36F236608	\$500	\$500	\$66,947	Ft Pierce	FL
7	2010	Ford	-	NM0LS7AN2AT006356	\$500	\$500	\$20,800	Ft. Pierce	FL
8	2010	Ford		NM0LS7AN8AT015935	\$500	\$500	\$20,800	Ft. Pierce	FL
9	2010	Ford		NM0LS7AN6AT015934	\$500	\$500	\$20,800	Ft. Pierce	FL
11	2010	Bluebird	Vision	1BAKGCPA1AF271517	\$500	\$500	\$92,144	Ft. Pierce	FL
12	2010	Dodge	Caravan	2D4RN3D10AR335606	\$500	\$500	\$25,000	Fort Pierce	FL
98	2014	Ford	Edge	2FMDK3JCXEBA15077	\$500	\$500		Winter Haven	FL
99	2014	Ford	Edge	2FMDK3JC4EBA44865	\$500	\$500	\$33,890	Winter Haven	FL

Jate: September 7, 2016 Version: 1





# 5 - DRIVERS LIST

NAME	DATE OF BIRTH	DRIVERS LICENSE Number	STATE LICENSED	<b>S</b> TATUS
Leopole Saint-Louis	03/19/1947	S534-520-47-099-0	FL	D
Alisa Thornton	02/17/1977	T653-004-77-557-0	FL	D
Donita Brunson	08/21/1972	B652-178-72-801-0	FL	D
Mary Yakovets	05/01/1974	Y213-592-74-661-0	FL	D
Deborah Locklin	09/28/1949	L245-161-49-848-0	FL	D
Toni Jones	11/01/1965	J520-801-65-901-0	FL	D
Tanya Knaap	12/16/1968	K510-814-68-956-0	FL	D
Pastrosinio Padrosa	09/17/1974	P362-660-74-837-0	FL	D
Esmeralda Magana	06/14/1972	M250-200-72-714-0	FL.	D
Glamaris Menedez	06/23/1962	M532-296-62-723-0	FL	D
Araceli Espinoza	05/29/1984	E215-000-84-689-1	FL	D
Lisandra Concepcion	01/26/1968	C521-520-68-526-0	FL	D
Christine Wilson	01/31/1942	EXCLUDED	FL	D
Christine Samuel	07/06/1950	S540-117-50-746-0	FL	D
Donna Hammond	09/14/1957	H553177578340	FL	D
Twila Smith	03/09/1962	S530-806-62-589	FL	D
Pahoua Lee-Yang	03/23/1979	L520-660-79-603-0	FL	D
Albert Miller	03/21/1953	M460-037-53-101-0	FL	D
Marnita Johnson	01/28/1962	J525-552-62-528-0	FL	D
Cheryl Burnham	10/11/1955	B655-107-55-871-0	FL	D
Robert Baumann	11/23/1942	B550 765 42 423	FL	D
LaTonya Robinson	04/27/1970	R152-533-70-647-0	FL	D
Diana Contreras	04/12/1984	G622-160-84-632-0	FL	D
Germain Louis	06/06/1950	L200-280-50-206-0	FL	D

Jate: September 7, 2016 Version: 1



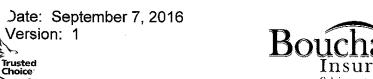
NAME	DATE OF BIRTH	DRIVERS LICENSE Number	STATE LICENSED	STATUS
Kevin Singletary	06/01/1967	S524-500-67-201-0	FL	D
Crystal Dames	10/04/1964	D120-117-64-864-0	FL.	D
Iris Rivera	08/23/1958	R160-406-58-803-0	FL	D
Emma Coleman	01/08/1954	C455-206-54-508-0	FL	D
Valline Sands	06/28/1959	S532-878-59-728-0	FL	D
Myrna Rodriguez	09/02/1961	T520-559-61-822-0	FL	D
Aletta Stroder	05/07/1971	S363-000-71-667-0	FL	D
Ana Cendejas	10/10/1978	C532-016-78-870-0	FL	D
Elizabeth Young	07/19/1945	Y520-221-45-759-0	FL	D
Deloris Johnson	08/18/1945	J525-163-45-798-0	FL	D
Delores Parker	05/18/1955	P626-164-55-678-0	FL	D
Lisa Pough		P200-532-63-846-1	FL	D
Ronald Pryor	06/05/1947			D

#### `\_EGEND

Status: D - Driver

E - Excluded W - Watch

DOC: Driver Other Car Coverage



## **PROPERTY INSURANCE**

# RENEWAL REVIEW PREPARED FOR

AGRICULTURAL AND LABOR PROGRAM, INC.

PRESENTED BY

STEVEN MAZON, VICE PRESIDENT

BOUCHARD INSURANCE 222 CHURCH STREET KISSIMMEE, FL 34741

407 847-2841





# **TABLE OF CONTENTS**

#### **Contents**

Table of Contents	2
Locations	2
_ocations	
Property	4
Electronic Data Processing	5
Crime	10
Commercial Liability	11 12
Professional Liability & Abuse & Molestation	1.1
Commercial Automobile	15
Jmbrella	47
- Vehicle Schedule	17
5 – Drivers List	18
	19

Jate: September 7, 2016 Version: 1



# LOCATIONS

#### CL Package

Loc#	Address	Сіту	STATE
1	300 Lynchburg Road	Lake Alfred	FL
2	1814 North 13th Street	Ft. Pierce	FL
3	1400 Avenue M	Ft. Pierce	FL
4	1035 South 27 Circle	Ft. Pierce	FL
5	701 Hopson Road	Frostproof	FL
6	1326 Intl Speedway Blvd D-6	Deland	FL
7	38 King Blvd.	Frostproof	FL
8	1110 North 32nd Street	Fort Pierce	FL
9	47 Queens Court	Frostproof	FL
10	501 New Horizons Loop	Auburndale	FL
11	1013 South Delaney Ave S-2	Avon Park	FL
12	1306 S Tulane Avenue	Avon Park	FL
13	111 Avenue R NE	Winter Haven	FL
14	198 NW Marion Avenue	Port Saint Lucie	FL
15	2202 Avenue Q	Ft. Pierce	FL

Jate: September 7, 2016





# LOCATIONS

#### **CL** Property

Loc#	Address	Сіту	STATE
1	300 Lynchburg Road	Lake Alfred	FL
2	1814 N. 13th Street	Fort Pierce	FL
3	1400 Avenue M	Fort Pierce	FL
4	1035 South 27 Circle	Fort Pierce	FL
5	701 Hopson Road	Frostproof	FL
6	1326 International Speedway	Deland	FL
7	38 King Blvd	Frostproof	FL
8	1110 North 32nd Street	Fort Pierce	FL
9	47 Queens Court	Frostproof	FL
10	501 New Horizons Loop	Auburndale	FL
11	1013 South Delaney Ave S-2	Avon Park	FL
12	1306 S Tulane Avenue	Avon Park	FL
13	111 Avenue R NE	Winter Park	FL
14	198 NW Marion Avenue	Port Saint Lucie	FL
15	2202 Avenue Q	Fort Pierce	FL

Jate: September 7, 2016 Version: 1



## **PROPERTY**

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Essex Insurance Company AM Best Rating: A (Excellent)

POLICY TERM:

10/24/2016 to 10/24/2017

### COVERAGE DETAIL

### 300 Lynchburg Road Lake Alfred, FL

DESCRIPTION	Subject	EXPIRING VALUES	RENEWAL VALUES
ALPI Central Office	Building	\$618,817	
ALPI Central Office	Business Personal Property	\$145,000	
ALPI Central Office	Business Income Including Extra Expense	\$175,000	
Storage	Building	\$6,452	
Storage	Business Personal Property	\$5,000	

### 1814 N. 13th Street Fort Pierce , FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
ALPI George W Truitt Family Service	Building	\$706,981	VALUE
ALPI George W Truitt Family Service	Business Personal Property	\$70,000	
ALPI George W Truitt Family Service	Additional Covered Property	\$15,000	
ALPI George W Truitt Family Service	Additional Covered Property	\$10,000	

Jate: September 7, 2016





### 1400 Avenue M Fort Pierce, FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
ALPI Lincoln Park Head Start Center	Building	\$657,000	VALUES
ALPI Lincoln Park Head Start Center	Business Personal Property	\$150,000	
ALPI Lincoln Park Head Start Center	Additional Covered Property	\$15,000	
ALPI Lincoln Park Head Start Center	Additional Covered Property	\$10,000	

### 1035 South 27 Circle Fort Pierce, FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
ALPI Francina C Duval Head Start	Building	\$237,555	VALUES
ALPI Francina C Duval Head Start	Business Personal Property	\$70,000	
ALPI Francina C Duval Head Start	Additional Covered Property	\$15,000	
ALPI Francina C Duval Head Start	Additional Covered Property	\$10,000	

### 701 Hopson Road Frostproof, FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
Frostproof Ctr - Conference Room	Conference Bldg	\$150,611	VALUES
Frostproof Ctr - Conference Room	Business Personal Property	\$30,000	
Frostproof Ctr - Conference Room	Additional Covered Property	\$15,000	
Frostproof Ctr - Conference Room	Additional Covered Property	\$10,000	
Frostproof Ctr - Office	Office	\$87,500	
Frostproof Ctr - Office	Business Personal Property	\$30,000	
Frostproof Ctr - Office	Office	\$87,500	
Frostproof Ctr - Office	Business Personal Property	\$10,000	
Frostproof Ctr - Classroom	Classroom	\$211,000	

Jate: September 7, 2016 Version: 1





DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
⁻rostproof Ctr - Classroom	Business Personal Property	\$30,000	VALUES
Frostproof Ctr - Classroom w Kitchen	Classroom w/ Kitchen	\$382,469	
Frostproof Ctr - Classroom w Kitchen	Business Personal Property	\$30,000	
Frostproof Ctr - Storage 1	Metal Storage Bldg	\$25,240	
Frostproof Ctr - Storage 1	Business Personal Property	\$10,000	
Frostproof Ctr - Portable Classroom	Portable Classroom	\$49,948	
Frostproof Ctr - Portable Classroom	Business Personal Property	\$30,000	
Frostproof Ctr - Blk Maint Bldg & Storage	Maintenance Bldg	\$17,000	
Frostproof Ctr - Blk Maint Bldg & Storage	Business Personal Property	\$10,000	
Frostproof Ctr - Resource Bldg	Resource Bldg	\$27,920	

### 1326 International Speedway Deland , FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
Office Bldg and Training Center	Business Personal Property	\$10,000	

#### 38 King Blvd Frostproof, FL

DESCRIPTION	SUBJECT	EXPIRING Values	RENEWAL VALUES
Lakeview Community Center	Building	\$274,562	
Lakeview Community Center	Business Personal Property	\$7,000	

Jate: September 7, 2016





### 1110 North 32nd Street Fort Pierce, FL

DESCRIPTION	Subject	EXPIRING VALUES	RENEWAL VALUES
ALPI Garden Terrace Head Start	Building	\$483,894	VALUE
ALPI Garden Terrace Head Start	Business Personal Property	\$50,000	
ALPI Garden Terrace Head Start	Additional Covered Property	\$15,000	
ALPI Garden Terrace Head Start	Additional Covered Property	\$10,000	

#### 47 Queens Court Frostproof, FL

DESCRIPTION	SUBJECT	Expiring Values	RENEWAL VALUES
Dwelling (under renovation)	Building	\$60,000	

### 501 New Horizons Loop Auburndale, FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
New Horizon Leased Office	Business Personal Property	\$10,000	

### 1013 South Delaney Ave S-2 Avon Park , FL

DESCRIPTION	SUBJECT	EXPIRING VALUES	RENEWAL VALUES
South Delaney Leased Office Space	Business Personal Property	\$10,000	

#### 1306 S Tulane Avenue Avon Park, FL

DESCRIPTION	SUBJECT	EXPIRING Values	RENEWAL Values
Tulane Leased Office Space	Business Personal Property	\$10,000	

#### 111 Avenue R NE Winter Park, FL

DESCRIPTION	SUBJECT	EXPIRING Values	RENEWAL Values
Winter Haven Leased Office Space	Business Personal Property	\$10,000	

Jate: September 7, 2016





### 198 NW Marion Avenue Port Saint Lucie, FL

DESCRIPTION	SUBJECT	EXPIRING Values	RENEWAL VALUES
Child Dev & Family Srvs Center	Business Personal Property	\$80,000	

### 2202 Avenue Q Fort Pierce , FL

DESCRIPTION	Subject	EXPIRING VALUES	RENEWAL VALUES
Avenue Q Head Start	Business Personal Property	\$300,000	
Avenue Q Head Start	Additional Covered Property - Fence	\$30,000	
Avenue Q Head Start	Additional Covered Property - Playground	\$40,000	

#### **COVERAGE TERMS**

Cause of Loss: Special

Valuation Clause: Replacement Cost

90%

Co-Insurance: 80% Business Income:

Deductible: \$1,000

Wind Deductible: 5% Wind & Hail

#### REMARKS

Jate: September 7, 2016



# **ELECTRONIC DATA PROCESSING**

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Markel Insurance Company

AM Best Rating: A

POLICY TERM:

10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

Coverage:

Coverage	LIMIT	DEDUCTIBLE
Equipment Hardware Owned	\$206,700	\$1,000

#### **COVERAGE TERMS**

Valuation Clause:

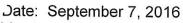
Replacement Cost

Co-Insurance:

90%

Deductible:

\$1,000



Version: 1



#### CRIME

NAMED INSURED:

Agricultural and Labor Program, Inc.

COMPANY:

Markel Insurance Company

AM Best Rating: A

POLICY TERM:

10/24/2016 to 10/24/2017

#### **COVERAGE DETAIL**

Coverage:

COVERAGE	LIMIT	DEDUCTIBLE
Employee Dishonesty	\$120,000	\$1,000
Forgery or Alteration	\$30,000	\$1,000

#### SOVERAGE TERMS

◆ Loss Basis (Crime): Loss Sustained Basis

Jate: September 7, 2016





### **COMMERCIAL LIABILITY**

NAMED INSURED: Agricultural and Labor Program, Inc.

COMPANY: Markel Insurance Company

AM Best Rating: A

POLICY TERM: 10/24/2016 to 10/24/2017

COVERAGE TYPE: Occurrence

#### COVERAGE DETAIL

DESCRIPTION	LIMITS
Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense - per person	\$5,000
Deductible: Per Occurrence Basis:	\$1,000

#### **ADDITIONAL COVERAGES**

Description	Limit	Aggregate	Ded
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000
Professional Liability - Day School	\$1,000,000	\$3,000,000	
Abuse Liability	\$500,000	\$1,000,000	
Counseling Professional			

Jate: September 7, 2016





### RATING DETAIL

Loc#	CLASS	DESCRIPTION	Basis	EXPIRING	RENEWAL
1	61227	Building of Premises - Office- 300 Lynchburg	Area	6,924	
1	68707	Warehouse - Private	Area	480	
2	41716	Day Care Center - George W Truitt FamilyServices Center	Other	63	
3	41716	Day Care Center (incl 2560 sqft office) w/playground - Lincoln Park Head Start	Other	114	
4	41716	Day Care Center w/playground - Francina Duval Head Start	Other	38	
5	41716	Day Care Center (incl 984 sqft office)- Frostproof ChildDevelopment Center	Other	113	
1	47474	Schools - trade or vocational- Project Achieve	Other	52	
6	61227	Project Achieve Office	Area	1,152	
7	49870	Lakeview Park Community Center	Area	2,500	
8	41716	Day Care Center w/playground - Garden Terrace Head Start	Other	92	
1	49191	Family Counseling Professional Liability		1,754	
11	61227	South Delaney Leased Office Space	Area	420	
10	61227	New Horizon Leased Office Space	Area	600	
14	61227	Child Dev & Family Services Center	Other	85	
13	61227	Winter Haven Leased Office Space	Area	675	
12	61227	Tulane Leased Office Space	Area	350	
15	41716	Day Care Center w/playgound -2202 Avenue Q, Ft. Pierce, FL 34950	Other	237	
9	68607	Nf Profit - Vacant Buildings - Not Factories			

Date: September 7, 2016 Version: 1



# PROFESSIONAL LIABILITY & ABUSE & MOLESTATION

Named Insured: Agricultural and Labor Program, Inc.

Company: Markel Insurance Company

AM Best Rating: A

**Policy Term:** 10/24/2016 to 10/24/2017

#### COVERAGE DETAIL

COVERAGE DETAIL – ABUSE LIABILITY COVERAGE DETAIL – ABUSE I			
DESCRIPTION	LIMITS		
Abuse Liability Each Occurrence	\$500,000		
Abuse Liability Aggregate	\$1,000,000		
Abuse Defense – Each Occurrence	\$100,000		
Abuse Defense – Aggregate	\$100,000		
Abuse Liability Each Occurrence	\$500,000		

LIABILITY LIMIT	AGGREGATE LIMIT
\$1,000,000	\$3,000,000

#### **COVERAGE TERMS:**

- Policy Form
- Inception Date
- Retroactive Date

- Discovery Period Duration
- Defense Cost
- Extended Reporting Period

Jate: September 7, 2016





# COMMERCIAL AUTOMOBILE

NAMED INSURED: Agricultural and Labor Program, Inc.

COMPANY: Markel Insurance Company

AM Best Rating: A

POLICY TERM: 10/24/2016 to 10/24/2017

#### **COVERAGE DETAIL**

COVERAGE	Autos Covered	LIMITS OF LIABILITY		
Liability Insurance	7 8 9	\$1,000,000	Combined Single Limit	
Medical Payments	7	\$5,000	Each Person	
Uninsured Motorists Underinsured Motorists  ,Non-stacked)	7	\$1,000,000	Bodily Injury/Person Bodily Injury/Accident	
Personal Injury Protection	7		Per Florida Statute	
Physical Damage	See Vehicle Schedule	ACV unless stated otherwise	Comprehensive &/or Collision	

#### Definition of Symbols:

1 = Any "Auto"

2 = Owned "Autos" Only

3 = Owned Private Passenger "Autos" Only

4 = Owned "Autos" Other than Private Passenger "Autos"

Only

5 = Owned "Autos" Subject to No-fault

6 = Owned "Autos" Subject to a Compulsory UM Law

7 = Specifically Described "Autos"

8 = Hired "Autos" Only

9 = Non-Owned "Autos" Only

Jate: September 7, 2016





#### ADDITIONAL COVERAGES

COVERAGE	LIMIT	DEDUCTIBLE(S)	
Hired Car Physical Damage	\$75,000	Comprehensive \$500 Collision \$500	
Rental Reimbursement	Up to \$100 per day/Up to 30 days/\$3,000 Max	, , , , ,	
Driver Exclusion	See Driver List		

Jate: September 7, 2016 Version: 1



#### **UMBRELLA**

Named Insured:

Agricultural and Labor Program, Inc.

Company:

Markel Insurance Company

AM Best Rating: A

**Policy Term:** 

10/24/2016 to 10/24/2017

COVERAGE

LIMITS

Limit of Liability

\$5,000,000

Each Occurrence

\$5,000,000

Aggregate

Follow Form

Self Insured Retention

\$10,000

#### **UNDERLYING INSURANCE**

TYPE OF INSURANCE	EFF DATE	EXP DATE	LIMIT	
Automobile Liability	10/24/2016	10/24/2017	\$1,000,000	Combined Single Limit
General Liability	10/24/2016	10/24/2017	\$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000	Each Occurrence General Aggregate Prod/Comp Ops Aggregate Personal & Advertising Injury
Employers Liability	11/13/2016	11/13/2017	\$500,000 \$500,000 \$500,000	Each Accident By Disease Policy Limit By Disease Each Employee
Professional Liability	10/24/2016	10/24/2017	\$3,000,000	Each Incident Aggregate

This Policy Is: Non-Auditable

Abuse & molestation Excluded

Jate: September 7, 2016

Version: 1



# 4 - VEHICLE SCHEDULE

#	YEAR	MAKE	MODEL	Vin#	COMP DED	COLL DED	Cost New	Сіту	ST
1	2000	Internat'l		1HVBBAANOYH288869	\$500	\$500	\$67,500	Ft Pierce	FL
2	2001	Chevrolet		1GCFG15WX11148533	\$500	\$500	\$19,891	Ft Pierce	FL
3	2015	Bluebird	71 passenger	1BAKGCPA7FF306648	\$500	\$500	\$67,000	Ft Pierce	
4	2014	Ford	Flex	2FMGK5B89EBD37146	\$500	\$500	\$29,000	Ft Pierce	
5	2016	Ford	Flex	2FMGK5B86GBA12070	\$500	\$500	\$30,000	Ft Pierce	
6	2006	Blue Bird	65 Passeng	1BAKFCKA36F236608	\$500	\$500	\$66,947	Ft Pierce	FL
7	2010	Ford		NM0LS7AN2AT006356	\$500	\$500	\$20,800	Ft. Pierce	FL
8	2010	Ford		NM0LS7AN8AT015935	\$500	\$500	\$20,800	Ft. Pierce	FL
9	2010	Ford		NM0LS7AN6AT015934	\$500	\$500	\$20,800	Ft. Pierce	FL
11	2010	Bluebird	Vision	1BAKGCPA1AF271517	\$500	\$500	\$92,144	Ft. Pierce	FL
12	2010	Dodge	Caravan	2D4RN3D10AR335606	\$500	\$500	\$25,000	Fort Pierce	FL
98	2014	Ford	Edge	2FMDK3JCXEBA15077	\$500	\$500		Winter Haven	FL
99	2014	Ford	Edge	2FMDK3JC4EBA44865	\$500	\$500	\$33,890	Winter Haven	FL

Jate: September 7, 2016





# 5 - DRIVERS LIST

NAME	DATE OF BIRTH	DRIVERS LICENSE Number	STATE LICENSED	STATUS
Leopole Saint-Louis	03/19/1947	S534-520-47-099-0	FL	D
Alisa Thornton	02/17/1977	T653-004-77-557-0	FL	D
Donita Brunson	08/21/1972	B652-178-72-801-0	FL	D
Mary Yakovets	05/01/1974	Y213-592-74-661-0	FL	D
Deborah Locklin	09/28/1949	L245-161-49-848-0	FL	D
Toni Jones	11/01/1965	J520-801-65-901-0	FL	D
Tanya Knaap	12/16/1968	K510-814-68-956-0	FL	D
Pastrosinio Padrosa	09/17/1974	P362-660-74-837-0	FL	D
Esmeralda Magana	06/14/1972	M250-200-72-714-0	FL	D
Glamaris Menedez	06/23/1962	M532-296-62-723-0	FL	D
Araceli Espinoza	05/29/1984	E215-000-84-689-1	FL	D
Lisandra Concepcion	01/26/1968	C521-520-68-526-0	FL	D
Christine Wilson	01/31/1942	EXCLUDED	FL	D
Christine Samuel	07/06/1950	S540-117-50-746-0	FL	D
Donna Hammond	09/14/1957	H553177578340	FL	D
Twila Smith	03/09/1962	S530-806-62-589	FL	D
Pahoua Lee-Yang	03/23/1979	L520-660-79-603-0	FL	D
Albert Miller	03/21/1953	M460-037-53-101-0	FL	D
Marnita Johnson	01/28/1962	J525-552-62-528-0	FL	D
Cheryl Burnham	10/11/1955	B655-107-55-871-0	FL	D
Robert Baumann	11/23/1942	B550 765 42 423	FL	D
LaTonya Robinson	04/27/1970	R152-533-70-647-0	FL	D
Diana Contreras	04/12/1984	G622-160-84-632-0	FL	D
Germain Louis	06/06/1950	L200-280-50-206-0	FL	D

Jate: September 7, 2016 Version: 1



NAME	DATE OF BIRTH	Drivers License Number	STATE LICENSED	STATUS
Kevin Singletary	06/01/1967	S524-500-67-201-0	FL	D
Crystal Dames	10/04/1964	D120-117-64-864-0	FL	D
Iris Rivera	08/23/1958	R160-406-58-803-0	FL	D
Emma Coleman	01/08/1954	C455-206-54-508-0	FL	D
Valline Sands	06/28/1959	S532-878-59-728-0	FL	D
Myrna Rodriguez	09/02/1961	T520-559-61-822-0	FL	D
Aletta Stroder	05/07/1971	S363-000-71-667-0	FL	D
Ana Cendejas	10/10/1978	C532-016-78-870-0	FL	D
Elizabeth Young	07/19/1945	Y520-221-45-759-0	FL	D
Deloris Johnson	08/18/1945	J525-163-45-798-0	FL	D
Delores Parker	05/18/1955	P626-164-55-678-0	FL	D
Lisa Pough		P200-532-63-846-1	FL	D
Ronald Pryor	06/05/1947			D

#### `\_EGEND

Status: D - Driver

E – Excluded W – Watch

DOC: Driver Other Car Coverage

Jate: September 7, 2016



