## **COMMITTEES' MEETINGS AGENDAS**

#### PROGRAM PLANNING COMMITTEE MEETING



Corporate Office - Lake Alfred, FL September 25, 2015 7:00 p.m.

#### **AGENDA**

#### I. CALL TO ORDER

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

II.

Vernon McQueen Antonia Jackson Chester McNorton Katie Clarke Dorothy Curry

#### Al Miller, Staff Liaison

#### ITEMS FOR DISCUSSIONS

- Review Y-T-D Grant Reports (See Tab 2)
  - Performance
  - Reimbursement
  - In-Kind Match
- CSBG Field Guide (See Tab 5)
- Proposed funding opportunities (See Tab 4)
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
     2015-2015 JP Morgan/Chase Settlement Application (Ratify)
  - 2015-2016 Revised Operating Budget
- Funding Opportunities (See Tab 5)
  - 2015-2016 CSBG Contract
  - · 2015-2016 CSBG Increase Spending Modification
  - · 2015-2016 LIHEAP Increase Spending Modification
- Head Start Performance Standards Policy Changes (See Tab 5)
- Review 2015 PIR's Head Start and Early Head Start (See Tab 2)
- Review programs' quarterly monitoring reports (See Tab 5)
  - FL DOE Monitoring Report

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

- Proposed Funding Opportunities
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
  - 20115-2016 JP Morgan/Chase Settlement Application (Ratify)



#### SPECIAL EVENTS COMMITTEE MEETING

Corporate Office - Lake Alfred September 25, 2015 7:00 p.m.

#### **AGENDA**

#### I. CALL TO ORDER

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

Marva Hawkins, Chairperson

Patricia Gamble

Annie Robinson

Chester McNorton

Glenda Jones

**Dorothy Curry** 

Alexis Echeverria

Ruby Willix

Elizabeth Young, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- Identify 2015 Community Service Awards Recipients
  - Central Regional Advisory Council
  - Eastern Regional Advisory Council
  - Northern Regional Advisory Council
  - Southern Regional Advisory Council
- Identify Date & Venue for 2016 Annual Corporate Meeting & Luncheon
- Select 2016 Annual Meeting Theme

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

- 2016 Community Service Awards Recipients
- 2016 Date & Venue for Annual Corporate Meeting & Luncheon
- 2016 Annual Meeting Theme

# The Agricultural and Laber Frogram, Inc. Holping People: Cheeging Lives: Community Community Action. PARTNERS HIP AMBRICES PROSENT PROTESSES SAMPLES

#### **BYLAWS COMMITTEE MEETING**

ALPI Corporate Office - Lake Alfred, FL September 25, 2015 7:00 pm

#### **AGENDA**

#### CALL TO ORDER

- A. Moment of Silence
- B. ALPI Mission Statement
- C. Roll Call
  - Lester Roberts
  - Katie Clarke
  - Gena Spivey
  - · PaHoua Lee-Yang, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- A. Review Tripartite Board Membership and Meeting Attendance
- B. Review HS/EHS Policy Council election procedures/results
- C. Bylaws Amendment (June 27, 2015)
  - Article X Section 6
- D. 2015 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. Bylaws Proposed Amendments
  - Article X Section 6
- D. Certify 2015 Regional Advisory Councils' Roster

#### **BYLAWS**

#### OF

#### THE AGRICULTURAL AND LABOR PROGRAM, INCORPORATED

#### ARTICLE I - SCOPE

- Section 1 The name of this organization shall be The Agricultural and Labor Program, Incorporated. It shall also be known by its acronym: ALPI.
- Section 2 The Agricultural and Labor Program, Incorporated shall be incorporated under the laws of the State of Florida as a non-profit, tax exempt organization.
- Section 3 The Agricultural and Labor Program, Incorporated's Fiscal Year shall be from July 1 through June 30 of each year.

#### **ARTICLE II - PURPOSE**

- Section 1 The specific purpose for which this Corporation is formed is to assist agricultural workers, disadvantaged, disenfranchised persons and other interested members of the community and their family members in cooperatively meeting their needs for better health, education, social services, home life, economic opportunities and human relations. In furtherance of this purpose, the Corporation shall have all powers conferred by Chapter 617 of the Florida Statutes, including but not limited to the following powers: to provide research for the foregoing purposes; to provide advisory service to disadvantaged agricultural workers and disenfranchised people; to provide leadership training for those involved in service to agricultural workers disadvantaged and disenfranchised people; to develop projects and to aid and assist their furtherance; to provide and assist in the obtaining of suitable housing; to provide funds whenever possible for training and assisting targeted groups; to assist social service programs; to participate in, to the fullest extent practicable, all governmental programs as passed by the Congress of the United States of America; to acquire funds from any source for all of the foregoing purposes, such as foundations, state and federal agencies, corporations, but not limited to, in support of the foregoing purposes, and to expand the same with the full discretion of the Board of Directors and Executive Committee as created hereinafter on a non-profit basis; to create an Advisory Council in each of the four regions currently in operation, Southern, Eastern, Central and Northern, to ensure appropriate representation of the low-income community from CAA designated areas and to continue same in any new region that may be created for the purpose of aid and counsel to the Board of Directors; to participate in such charitable and philanthropic projects and activities as shall from time to time be feasible, and to do any and all manner of things as may be necessary to carry out the above activities in the State of Florida and such other states as the Board of Directors may determine.
- Section 2 In order to promote the purposes of this Corporation, it may acquire property by grant, gift, purchase, devise or bequest, and hold, mortgage and dispose of such property as the Corporation shall require for the benefit of the members and not for pecuniary profit.
- Section 3 The Agricultural and Labor Program, Incorporated may provide community, social and related services in any location approved by the Board of Directors and allowed by Law. Additionally, it shall serve as the Community Action Agency (CAA) for Polk, Highlands, Hendry and Glades Counties.

- Section 4 To do any and all other things necessary or proper to the achievement of any or all of the above purposes and to do any and all things permitted by non-profit organizations under and by virtue of the laws of the State of Florida.
- The foregoing provisos of this Article are to be construed as both objects and powers, and it is expressly provided that said objects and powers shall in no sense be limited by any other proviso of these Amended Articles of Incorporation, but shall be regarded as independent objects and powers, provided, however, that nothing herein contained shall be construed as authority to carry on business or exercise any power or undertake any act which may be inconsistent with Chapter 617 of the Florida Statutes, the CSBG ACT or in any way inconsistent with Section 501(c)(3) of the Internal Revenue Code of 1954.

#### **ARTICLE III - DUTIES OF THE BOARD**

Section 1 The affairs of the Corporation shall be administered by a Board of Directors elected by the Corporation as outlined in these Bylaws. The Board shall have the responsibility of seeing that the purposes outlined in these Bylaws are achieved.

The Board is authorized and empowered to delegate and assign the task of administering and implementing its duties to an Executive Committee, whose actions and activities shall be at all times subject to limitation and direction by the Board of Directors.

- The Board 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 plan and shall be responsible for the supervision of all agents and employees of the Corporation. Additionally, the Chief Executive Officer 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.
- Section 3 The Board shall have fiduciary responsibility for all assets of the Corporation. Expenditures and disbursements of corporate funds may be made upon such terms as established by the Board.
- Section 4 The Corporation shall indemnify the members of the Board for all acts taken in good faith, within the scope of the Boards responsibility, and on behalf of the Corporation.
- Section 5 The Board shall be responsible for ensuring that the activities carried out under its direction are in conformity with its Bylaws and Articles of Incorporation and that its tax exempt, non- profit status is maintained.

#### **ARTICLE IV - COMPOSITION OF THE BOARD**

Section 1

The Board shall consist of not less than nine (9) nor more than twenty-four (24) voting members. Total Board membership, in accordance with the CSBG Tripartite Requirement, shall be equally divisible by three (3) at all times. All Board members eligible to vote shall be identified by one of three designations. These are: (1.) Elected public officials; (2.) Low- income community representatives; and, (3.) Local business/other representatives.

#### a. Tripartite Requirements:

- (1) Elected Public Officials One third (1/3) of all voting members shall be comprised of elected public officials selected by the ALPI Board of Directors. Of these members, at least one (1) each shall be from Polk, Highlands, Hendry, and Glades Counties. The remaining elected public officials shall be selected by the ALPI Board of Directors from counties wherein ALPI provides services and may include, but is not limited to, Polk, Highlands, Hendry, and Glades Counties. Upon a finding, as documented and recorded in the ALPI Board minutes, that no elected public official is willing to serve, the ALPI Board of Directors shall select an appointed public official for membership. The term of membership of any elected and/or appointed public official on the ALPI Board of Directors shall be two (2) years and may, at the sole option of the Board of Directors, be renewed in two (2) year terms thereafter. Said membership may be terminated in accordance with these Bylaws and the Articles of Incorporation of ALPI. All public officials may appoint a representative to serve in their place by providing a letter of such appointment to the ALPI Board of Directors and, annually thereafter, providing a letter reaffirming said appointment. If the appointed representative terminates from the Board for any reason, the public official shall resume her/his membership on the Board or may appoint a new representative for the balance of the term. In any case, an appointed representative may not serve on the Board for any time beyond the public official's membership. Regardless of the term of membership, any public official's membership (elected or appointed) on the Board of Directors shall end upon termination of their public position.
- (2) Low-income Community Representatives No fewer than one-third (1/3) of all voting members shall be comprised of individuals representing the low-income communities wherein ALPI provides services. These individuals shall be elected through the Regional Advisory Council election process as outlined in these Bylaws. A minimum of one (1) member shall be elected from Polk, Highlands, Hendry, and Glades Counties by the appropriate Regional Advisory Council. If no members are elected, an identified County, the Board of Directors will appoint a member from each County based on the recommendations of local community leaders and organizations.
- (3) Local Business/Other Representatives The remainder of the members of the Board of Directors shall be officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. These members will be appointed by the Board of Directors in accordance with the ALPI Bylaws and Articles of Incorporation. A minimum of one (1) member each shall be from Polk, Highlands, Hendry, and Glades Counties.

#### b. Petitioning Procedures:

- (1) Any community organization, religious organization or representative group of the low-income community of Polk or Highlands Counties that believes its members to be inadequately represented on the Board may petition for adequate representation as follows:
- (2) The petition must be signed by fifty (50) members of the petitioning group or fifty percent (50%) of the bona fide members of that group or organization. These names shall be residents of the area, at least eighteen (18) years of age, and each person's residential address must be listed adjacent to his/her name.
- (3) Upon receipt of an acceptable petition, the organization or group shall be afforded a timely, informal and open hearing before the Board of Directors in order to have a full and fair opportunity to present their request for action to the Board.
- (4) If a petitioning group is granted a seat on the Board pursuant to such a hearing, that representative shall be properly seated at the next regularly scheduled Board meeting and afforded all rights and privileges of any other voting member of the Board. The membership of the Board will be adjusted and realigned, as necessary, to accommodate the increased membership and to maintain the proper ratio among elected officials; lowincome community representatives; and, local business/other representatives.
- (5) A written statement of the Board's action on all petitions shall be submitted to the petitioning group and a copy of that statement shall be sent to the State of Florida, Department of Community Affairs or its duly authorized successor.
- All Board members will be those persons who subscribed to the purposes of this Corporation and who shall have been elected or appointed to membership in accordance with these Bylaws. The membership of this Corporation shall include representatives of all groups as required by any guidelines or regulations of the federal, state, or local governments or by organizations from the private sector.
- No member of a Board Member-s immediate family shall serve as a Board Member during the same time as that Board Member. Immediate family is defined as follows: Husband, Wife, Mother, Daughter, Son, Father, Father-in-Law, Mother-in Law, Sister, Sister-in-Law, Brother, Brother-in-Law, Grandmother, Grandfather, Aunt, Uncle, Niece, and Nephew.
- Section 4 No employee of the agency may serve on the Board of Directors. Former employees must be out of service for at least three (3) years before becoming eligible to serve on the Board of Directors.
- At the Annual Meeting of the Regional Advisory Councils, those in attendance who have been validated to vote, shall elect the members of that region to serve on the Regional Advisory Council. Effective January 1, 2009, each Regional Advisory Council shall have one (1) representative serving on the Board of Directors of the Corporation. The one (1) representative must represent the targeted low-income community, and must have been an active member of the Regional Advisory Councils for at least two (2) years preceding her/his terms of office.

Each Board member, elected or appointed, shall serve a two year term on the Corporation's Board of Directors. Elections and appointments shall be made to allow for staggered two-year terms.

#### Amended:

At the Annual Meeting of the Regional Advisory Councils, those in attendance who have been validated to vote, shall elect a minimum of one low-income represent to serve on the Board of the Directors of the Corporation. Additionally, a minimum of one (1) representative shall be elected by the appropriated regional advisory council to represent the CSBG targeted communities including but not limited to Polk, Highlands, Glades and Hendry Counties. Each elected representative must have been an active member of the Regional Advisory Councils for at least two (2) years preceding her/his terms of office.

Each Board member, elected or appointed, shall serve a two year term on the Corporation's Board of Directors. Elections and appointments shall be made to allow for staggered two-year terms.

#### Section 6

The Board of Directors shall have the authority to appoint all members, except for the low-income community representatives who shall be elected by the Regional Advisory Council(s) provided, however, one member will be a representative of the Head Start Policy Council and one (1) member will be a representative of ATEC. The Head Start Policy Council member shall be designated as a low-income community representative and the ATEC Representative shall be designated as a local business/other representative

The Board of Directors may fill appointed member vacancies at any time; however, in order to fully comply with CSBG requirements, the Board may appoint all necessary members prior to October 1, 2007. Said appointments will include a designation as to the initial length of office for each appointment and identification of each member's representative group.

#### Section 7

Members of the Board of Directors may succeed themselves.

#### Section 8

The Board may, at its discretion, declare the office of a member of the Board vacant in the event such member shall be absent from three (3) regular Board Meetings unless such Board Member provides written notification to the Secretary of the Board after the second absence and said absence(s) are excused by the Board. Said notification must be submitted no later than seventy-two (72) hours prior to the scheduled Board meeting. If the member is unable to provide the requisite notice, the Chairman of the Board will have the authority to make the determination as to whether the absence is excused. Staff will notify the Board Member by letter of this impending action after the second absence.

#### Section 9

Any Board Member may be removed by a two-thirds vote of the Board, for cause, at any regular meeting thereof, provided the Board member is informed of the basis of the complaint against her/him in writing, at least seven days prior to the meeting and is given an opportunity at the meeting to respond to the allegations, prior to the Boards vote. Once removed, a member cannot be appointed or elected to the Board for a period of three (3) years from the date of removal.

#### Section 10

In the event of death, resignation or removal of any Board, her/his successor shall be replaced in accordance with these Bylaws and said new member shall then serve for the unexpired term of her/his predecessor.

#### Section 11

Committee Chairpersons shall be a Board Member and shall be selected by the Chairperson of the Board. Each committee shall have no less than three (3) members including its Chairperson.

- Section 12 Grace Miller is hereby designated as Board Members Emeritus and shall serve as a non-voting member of the Board of Directors.
- Section 13 Allowances and Reimbursements: No Board Member shall receive any compensation for any service that she/he may render as a Board Member. Members may be reimbursed for her/his actual expenses, including babysitting, travel, etc., incurred in the performance of her/his duties at the option of the Board.

#### **ARTICLE V - MEETING OF THE BOARD**

- Regular meetings of the Board shall be held not less than four (4) times annually, inclusive of the annual meeting, at such place, date and hours as may be fixed by the Board. Notice of all meetings including committee meetings shall be provided to the public, not less than fifteen (15) days prior to such meeting, through press releases and/or phone calls to the wire services and other media, including local or regional newspapers. Any such notice will contain the time and place of the meeting and, if available, an agenda. If no agenda is available, the notice will include a summation of the subject matter of the meeting. Additionally, the notice will be prominently displayed in the area of the agency's offices set aside for that purpose.
- Section 2 All Board Meetings shall be open to the public unless exempt from Section 286.011, Fla. Stat.
- Special or emergency meetings of the Board shall be held when called by the Chairperson of the Board, or by any three (3) Board Members. Notice of all such meetings shall be provided in accordance with Article V, Section 1 of these Bylaws except that said notice will be provided not less than twenty-four (24) hours prior to such meeting.
- A quorum of the Board of Directors shall consist of at least one-half plus one of the then seated membership. The vote of a majority of the votes entitled to be cast by the members present at a meeting, at which a quorum is present, is necessary for the adoption of any matter voted on by the members, unless a greater proportion is requirement by law, the Articles of Incorporation or any provision of these Bylaws.
- The Board may, from time to time, create Committees which may be standing or ad hoc. The Chairperson of a Committee shall be appointed by the Board Chairperson, with the consent of the Board of Directors. Non-Board members may be selected to serve on Board Committees, but may not serve as chairpersons. No Board member may assign his/her voting responsibilities. Proxy votes of Board members shall not be allowed.
- All minutes of Board meetings will be transcribed and provided to the Board of Directors prior to any subsequent Board meeting. Upon request, the minutes shall be made available to the public.

- Board members may participate in a meeting of the Board of Directors or any Committee thereof by means of a conference telephone (teleconferencing) or any other communication equipment or device that allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at said meeting and shall not be deemed to be "vote by proxy".
- Section 8 All meetings shall be conducted in accordance with the most recent edition of "Roberts' Rules of Order."

#### **ARTICLE VI - BOOKS AND RECORDS**

The Articles of Incorporation, Bylaws of the Board, and the books, records, and papers of the Board shall at all times, upon reasonable request, during working hours, be subject to inspection by any member of the Corporation, the public, or any other organization or governmental entity.

#### **ARTICLE VII - OFFICERS AND THEIR DUTIES**

- Section 1 The Officers of the Board shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer, and such other officers as the Board may by resolution create.
- Section 2 The election of officers shall take place following the annual meeting of the Corporation, or as soon thereafter as reasonably possible.
- The officers of this Board shall be elected every two (2) years by the Board and each shall hold office for two (2) years unless she/he resigns, is removed or is otherwise disqualified to serve. Officers may be elected to succeed themselves. In any event, all officers elected at the corporation annual meeting shall hold office until their successors are elected and qualified.
- Any officer may be removed, for cause, by a two-thirds vote of the Board at any regular meeting thereof, provided that written charges against her/him shall first be presented to the Board, and the officer be informed of such charges and be given an opportunity to answer and refute such charges. Any officer may resign, by giving written notice to the Board, the Chairperson or the Secretary. Such resignation shall take effect on the date specified.
- Section 5 A vacancy in any office may be filled by election by a majority of the Board members present at a duly held meeting. The elected officer shall serve for the remainder of the term of the officer she/he replaces.

#### **Section 6** The duties of the officers are as follows:

- (a) Chairperson: The Chairperson shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The Chairperson will vote only in case of tie. The Chairperson is authorized to co-sign checks along with the Secretary or Treasurer and shall be bonded for same.
- (b) Vice Chairperson: The Vice Chairperson shall act in the absence of the Chairperson and shall exercise and discharge such other duties as may be required of her/him by the Board.
- (c) Secretary: The Secretary shall be responsible for seeing that the minutes of all meetings and proceedings of the Board, and of the Annual Corporation Meeting are kept; shall have the authority to co-sign with the Chairperson or Treasurer on all checks of the Board, shall be bonded and shall perform such other duties as required by the Board.
- (d) Treasurer: The Treasurer shall have the authority to co-sign with the Chairperson or Secretary all checks of the Board. Facsimile signatures shall be authorized in accordance with the Corporation's "Fiscal Management Policies and Procedures Manual." The Treasurer shall be bonded; insure an annual audit of the Board books is made by a public accountant at the completion of each fiscal year and at such other times as requested; and shall assist in an annual budget and a statement of income and expenditures to be presented to those in attendance at the meeting of the Board not less than four (4) times a year and at the Annual Meeting.
- Section 7 Code of Ethics All Board members shall comply with the Corporation's current "Code of Business Conduct" outlined in the most recent copy of the Corporation's "Board Policies and Procedures Manual" as well as the "Code of Conduct" outlined in the most recent copy of ALPI's "Fiscal Management Policies and Procedures Manual". This includes, but is not limited to, acceptance of gifts, payments, etc. At a minimum, each Board member shall sign a copy of the "Code of Business Conduct" prior to Board appointment.
- Section 8 Conflict of Interest In order to assure fair and unbiased business transactions, all Board members shall comply with the "Code of Business Conduct" provision contained in the Board "Policies and Procedures Manual and ALPI "Fiscal Management Policies and Procedures Manual

## ARTICLE VIII ANNUAL MEETINGS OF THE CORPORATION

- In January of each year, an Annual Meeting of the Corporation members will be held for the purpose of reporting the Board-s activities to the corporate membership; issuing a corporate financial report; installing Board members; and, conducting such other business as may be necessary to fulfill the organization-s mission.
- Notification of the meeting will be provided to interested members of the community residing in the area represented by the Corporation and to the corporate membership with notice of the meetings to be in accordance with Article V of these Bylaws.
- All Corporation members who have attained their majority, who qualify under Article III of the Articles of Incorporation of this organization, and who have been members at least ninety (90) days, who are in attendance at the meeting, shall be entitled to vote on the business affairs of the Corporation as specified in the Articles of Incorporation and the Bylaws.

#### <u>ARTICLE IX - EXECUTIVE COMMITTEE</u>

- Section 1 The Executive Committee shall consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary and two (2) Board members that are recommended by the Chairperson and who are approved by the Board.
- The Executive Committee will be responsible for conducting the business of the Board when the Board is not in session and shall meet on a regular basis to facilitate and transact the business of the organization provided all such meetings shall comply with the notice requirements of Article V of these Bylaws.
- Section 3 The Executive Committee shall not have the non-emergency authority to:
  - a. remove an officer or director:
  - b. dispose of corporate assets valued in excess of \$100,000;
  - c. approve the corporate annual budget; or
  - d. remove, hire or discipline the Chief Executive Officer.

#### ARTICLE X - REGIONAL ADVISORY COUNCIL

- Section 1 The Corporation membership shall be divided into four (4) regions: Southern, Eastern, Central, and Northern, with each region having a Regional Advisory Council. The regions shall be designated by the Board of Directors.
- Section 2 Regional Advisory Councils shall serve in an advisory capacity to the Board of Directors.
- Section 3 The Regional Advisory Council shall have a membership of not less than nine (9) nor more than twenty-four (24).

- No employee of the agency may serve on any Regional Advisory Council. Former employees must be out of service for at least one (1) year before becoming eligible to serve on any Regional Advisory Council.
- No member of a Council Member's immediate family shall serve as a Council Member of the same Regional Advisory Council during the same time as that Council Member. Immediate family is defined as follows: Husband, Wife, Mother, Daughter, Son, Father, Father-in-Law, Mother-in Law, Sister, Sister-in-Law, Brother, Brother-in-Law, Grandmother, Grandfather, Aunt, Uncle, Niece, and Nephew.
- Regional Advisory Council membership shall be for three (3) year periods. There shall be an annual meeting of the corporate membership in each of the four (4) previously identified regions. Said meeting will be held each year before the end of November. Those in attendance and who are entitled to vote shall elect eligible members to fill all vacant/new positions. All members shall be democratically elected as specified in the bylaws and the Board of Directors approved Regional Geographic Target Areas.

Once sworn-in as Regional Advisory Council members, they shall immediately elect their officers and their representatives to the Board of Directors. All Regional Advisory Council members elected to the Board of Directors shall be representatives of the low-income geographic target areas of said region. Regional Advisory Council officers may be elected as a low-income community representative if appropriate.

Amended: There shall be an annual meeting of the corporate membership in each of the four (4) previously identified regions. Said meeting will be held each year before the end of November. At each annual Regional Advisory Council meeting up to eight (8) persons shall be elected for three year terms. It is the intent of this provision to continue to provide for staggered three year terms with a total up to twenty-four (24) members for each Regional Advisory Council. Those in attendance and who are entitled to vote shall elect eligible members to fill all vacant/new positions. All members shall be democratically elected as specified in the bylaws and the Board of Directors approved Regional Geographic Target Areas.

Once sworn-in as Regional Advisory Council members, they shall immediately elect their officers and their representatives to the Board of Directors. All Regional Advisory Council members elected to the Board of Directors shall be representatives of the low-income geographic target areas of said region. Regional Advisory Council officers may be elected as a low-income community representative if appropriate.

- Section 7 If requested by the Board of Directors, the Regional Advisory Council shall recommend elected officials and local business/other representatives for consideration for appointment to the voting membership of the Board. The Board of Directors shall have the sole responsibility for making appointments of elected officials and local business/other representatives,
- Section 8 All other designated subsidiaries and affiliates of ALPI shall fully comply with and adhere to these Bylaws as well as all applicable Policies and Procedures.

#### **ARTICLE XI RETIREMENT COMMITTEE**

- Section1 The Retirement Committee shall serve as the Retirement Plan Administrator of the organization's retirement plan.
- Section 2 The Retirement Committee shall consist of the Executive Committee of the Board of Directors.

- Section 3 Except as to those functions specifically reserved within the Retirement Plan to the Board of Directors and ALPI, the Retirement Committee shall control and manage the operation and administration of the Retirement Plan.
- A majority of the members of the committee at the time in office shall constitute a quorum for the transaction of business at any meeting. Notice of all meetings shall be given in accordance with Article V of these Bylaws. Any determination or action of the committee may be made or taken by a majority of the members present at any meeting thereof, or without a meeting by a resolution or written memorandum concurred in by a majority of the members then in office. No member who is a participant of this plan, however, shall vote on any question relating solely to himself.
- The Retirement Committee, subject to the limitations contained in the Retirement Plan and to such other restrictions as the Board of Directors may make, shall have the power and the duty to carry out the provisions of the Retirement Committee as to any question involving the general administration and interpretation of the Plan shall be final, conclusive and binding. Any discretionary actions to be taken by the committee by respect to the classification of the employees, participants, beneficiaries, contributions, or benefits shall be uniform in their nature and applicable to all persons similarly situated.
- The Retirement Committee may employ counsel, a qualified public accountant, a qualified actuary, a consultant and such clerical, medical and other accounting services as it may require in carrying out the provisions of the Plan or in complying with requirements imposed by ERISA and the Internal Revenue Code.

#### ARTICLE XII - DISSOLUTION OF CORPORATION

Upon the liquidation, dissolution, or winding up of the corporation, whether voluntarily or involuntarily, the assets of the Corporation shall be distributed in the following manner:

- (A) All debts and liabilities of the Corporation shall be paid based on the availability of funds.
- (B) Property purchased with contractual funds will be disposed or in compliance with contractual guidelines.
- (C) If assets remain, any audited fund balances due to any governmental agency shall be returned to said agency or agencies.
- (D) Any and all assets remaining shall be distributed to those charitable, scientific, religious, and educational organizations qualifying as a tax-exempt organization in accordance with the Internal Revenue Code and as determined eligible by the Board of Directors.
- (E) No assets of the Corporation shall inure to the benefit of any officer, director, or individual of the Corporation upon dissolution.

#### **ARTICLE XIII - AMENDMENTS**

- Section 1 These Bylaws may be amended by the Board of Directors at any regular meeting of the organization, after having given at least 21 days written notice of the proposed change to the Board of Directors.
- Section 2 Nothing contained in these Bylaws shall be in conflict with the Articles of Incorporation.

These Bylaws were amended By the Board of Directors at its' <u>June 27, 2015 meeting</u>

#### RETIREMENT COMMITTEE MEETING



Corporate Office - Lake Alfred September 25, 2015 8:00 pm

#### **AGENDA**

#### I. CALL TO ORDER

- A. Moment of Silence
- **B.** Mission Statement
- C. Roll Call
  - William Holt, Chairperson
  - David Walker
  - Josephine Howard
  - · Marjorie Gaskin
  - Marva Hawkins
  - Katie Clarke
  - Attorney Jonathon Thiele
  - Deloris Johnson, CEO
  - · Christine Samuel, HR Director

#### II. ITEMS FOR DISCUSSIONS

- A. Employer 2016 Retirement Contribution Proposal
- B. Mutual of American 403b Retirement Plan Service
- C. Retirement Program Audit and Management Letter

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

- A. Employer 2016 Retirement Contribution Proposal
- B. Mutual of American 403b Retirement Plan Service
- C. Retirement Program Audit and Management Letter

#### **GOVERNMENT AFFAIRS MEETING**



Chain O'Lakes - Winter Haven September 26, 2015 9:00 am

#### **AGENDA**

#### I. CALL TO ORDER

- A. Moment of Silence
- B. Mission Statement
- C. Roll Call
  - · Josephine Howard, Chairperson
  - Antonia Jackson
  - Janet Taylor
  - · Patricia Gamble
  - Glenda Jones
  - · Constance Griffin
  - · Christine Samuel, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- 2016 Legislative Policy Agenda (TBD)
- Head Start Performance Standards Policy Changes (See Tab 5)

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

#### MEMBERSHIP COMMITTEE MEETING



Chain O'Lakes - Winter Haven September 26, 2015 9:00 am

#### **AGENDA**

#### I. CALL TO ORDER

- A. Moment of Silence
- B. Mission Statement
- C. Roll Call
  - Patricia Gamble, Chairperson
  - Annie Robinson
  - Glenda Jones
  - Terry Wellington
  - · Cheryl Burnham, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- Corporate Membership Rosters for Advisory Councils' Annual Elections
- 2015 Regional Advisory Councils Membership Rosters (See Tab 5)

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

- Certify Corporate Membership Rosters for Advisory Councils' Annual Elections
- Certify Regional Advisory Councils Membership Rosters

# The Agricultural tend Luher Program, Inc. Holping Prople. Changing Lives. Action. PARTNERSHIP

#### **BUDGET & FINANCE COMMITTEE MEETING**

Chain O'Lakes Complex - Winter Haven September 26, 2015 9:00 a.m.

#### **AGENDA**

#### I. CALL TO ORDER

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

Marjorie Gaskin

**Lester Roberts** 

David Walker

Josephine Howard

Vernon McQueen

Dennis Gniewek, Staff Liaison

Deloris Johnson, CEO

William Holt, Board Chairperson

#### II. ITEMS FOR DISCUSSIONS

- Financial Reports (See Tab 3)
- Board Fundraising Report To-date (See Tab 2)
- Proposed Funding Opportunities (See Tab 4)
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
  - 2015-2016 Revised Operating Budget
- FUNDING OPPORTUNITIES (See Tab 5)
  - 2015-2016 CSBG Contract
  - 2015-2016 LIHEAP Spending Increase Modification
  - 2015-2016 CSBG Spending Increase Modification
- 2015 Independent Audit Timelines (See Tab 5)

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

- Financial Reports
- Proposed Funding Opportunities
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)





#### Florida Department of Health

## FY 2015-2016 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness

#### Instructions:

- The authorized representative uses this form to certify that the CCFP online renewal submission(s) is true and correct.
- Complete this form, print, sign, scan, and upload a copy in the designated upload section for this form at the bottom of the contractor renewal screen (electronic signatures are not accepted).
- The person signing this form must be authorized to sign legally binding documents on behalf of the contracting organization. (i.e., Chief Executive Officer, Executive Director, Board Chairman/President, Majority Owner, or Delegated Authority)
- If this form is signed by a delegated authority, make sure to also upload the Delegation of Signing Authority form in the designated upload section for this form at the bottom of the contractor renewal screen.
- The signature date on this form must match or be earlier than the date of CCFP renewal submission.

CCFP Authorization Number:S-501					
CCFP Contractor's Legal Name: The Agricultural and Labor Program, Inc.					
By signing this form, I certify that all information submitted and uploaded as part of the CCFF online renewal process is true and correct.					
Printed Name: Deloris Johnson  Signature:					
Title: Chief Executive Officer  Chief Executive Officer, Executive Director, Board Chairman/President, Majority Owner, or Delegated Authority					
Date:9/2/15					

Organization	Name:	The Agricultural and Labor Program, In	C
CIGGINZAGOII	I Vallie.	The righted and Labor riogiani, in	v.

A		-4:	H.	C EO
AIII	horiz	arion	II.	3-3U

# Delegation of Signing Authority for the Child Care Food Program

is t des	he Board ( scribed, to d condition	s: entative may sign	n	(the Delegating Official, which ident or Majority Owner), delegate the authority herein (my representative), on the following terms any documents pertaining to the Child Care Food		
2.	The desig	nated effective ti	me period of this	delegation is as follows:		
:=::		For a prospective CCFP application	re contractor, this on checklist <u>or</u> cor ber 30, 2016 <u>or</u> u	delegation will be in effect from the date that the ntract is signed, whichever date occurs earlier, ntil revoked in writing by the delegating official,		
	b.	Annual Informat is signed, which	ion Update and C ever date occurs	elegation will be in effect from the date that the CCFP ertification or contract amendment (when applicable) earlier, through September 30, 2016 or until revoked I, whichever date occurs earlier.		
3.	The autho	rity delegated is	not subject to sub	-delegation without my prior and written consent.		
4.	4. I understand that this delegation does not relieve me of responsibility to manage and supervise operation of the Child Care Food Program, that I may be liable for repayment of funds received and that I may be subject to disqualification from future participation in the Child Care Food Program should the terms of the contract with DOH for participation in the Child Care Food Program not be fulfilled.					
Delegating Official Acknowledged and agreed by Representative						
Signature (Delegating Official) William Holt			A	Acknowledged and agreed by Representative  Market Signature (Representative)		
Name				Deloris Johnson		
Board Chairman				Chief Executive Officer		
Title	(Board Cha	airman, Executive ( jority Owner)	Director,	Title		
09/02/15				09/02/15		
Date	)		V	Date		

Save Print Preview

#### Contractor Information

S- 501

Region: C

RPS: 6

Fiscal Year: 2015 Termination Date:

Add'l Doc. Required: ADR Reason:

Legal Name: AGRICULTURE/ LABOR PROG. INC. D/B/A: AGRICULTURE/ LABOR PROG. INC.

A. Please answer the following questions:

1. Will your organization enter into any less-than-arms-length transactions or other potential conflicts of interest during the upcoming fiscal year? What does this mean?

Yes No

2. Is your organization a non-profit entity or non-federal governmental entity that expended \$750,000 or more in federal funds during its most recent fiscal year?

If yes, your organization must meet the requirements of 2 CFR Part 200.501 (formerly OMB A-133).

#### B. Read each statement below and check to certify that your organization meets the following requirements:

- The contractor, its principals (for example owners, directors, managers, board members, superintendents, food service directors, food program managers and food service accountants), all staff performing CCFP duties, and any of its sponsored sites and their principals are <u>not</u> currently on the USDA National Disqualified List.
- 2. The list of any publicly funded programs in which the contractor and/or its principals have participated in the past seven years is current.
- 3. The contractor and its principals have not been determined ineligible for any other publicly funded programs due to violation of that Program's requirements in the past seven years.
- 4. No principals of the contractor have been convicted of any activity that occurred during the past seven years that indicated a lack of business integrity.
- 5. The contractor is currently compliant with the required performance standards of financial viability and management, administrative capability, and program accountability as described in 7 CFR §226.6 (b)(2)(vii).
- 6. The contractor has not been a party to any unreported less-than-arms-length transactions or other potential conflicts of interest during the past 12 months.
- 7. The contractor's program manager (the person identified in #3 on the CCFP application) has taken all required annual renewal training(s) and catering training, if applicable.
- 8. Key contractor staff and any sponsored site site staff (if applicable) have attended mandatory program training prior to program participation and at least annually thereafter.
- 9. All CCFP Information that has changed since submission of the contractor's initial CCFP application and any subsequent updates have been submitted to DOH for approval. The last approved versions of the following forms are up to date, or updated versions are uploaded below for DOH approval:
  - Application (to review, click on Application on your MIPS menu above)
  - Site Information (to review, click on site name or Sites on your MIPS menu above)
  - Compensation Plan for Labor Costs

- Board of Directors Certification

- Supplemental Budget for Special Cost items

- Budget and Management Plan

10. The Conflict of Interest and Ethics Statement most recently submitted remains current and in effect.

NOTE: Any organization or individual that provides false information is subject to applicable civil or criminal penalties, disqualification from the CCFP, and placement on the USDA National Disqualified List.

Printed Name: DELORIS JOHNSON

Position Title: CEO/EXEC DIRECTOR

▼ Date Submitted: 7/23 /2013

Download Certification of Accuracy and Truthfulness | Choose File | No file chosen

File Name: Uploaded Date: User:

Download Delegation of Signing Authority Choose File No file chosen

File Name: Uploaded Date: User:

Upload All Other Updated Documents | Choose File | No file chosen

File Name: Uploaded Date: User:

Save

Submit

Approver Username (HQ Policy Specialist): Date:



## Child Care Food Program COMPENSATION PLAN FOR LABOR COSTS

ORGANIZATION NAME: The Agricultural and Labor Program, Inc.	AUTHORIZATION #:	S-501
<b>General Information:</b> Labor Costs include all forms of compensation earned and cash or non-cash, for personal services. Child Care Food Program (CCFP) labor cost (operational) and administrative staff performing CCFP duties. In accordance with c), CCFP labor costs may be charged to the program (i.e., paid for with CCFP reimbreasonable, allowable, correctly allocated, and properly documented. Part of the repolicies for each category of compensation that will be charged to the CCFP.	sts are those incurred for food FNS Instruction 796-2, Rev. 4 pursement funds) if they are n	service (VIII I 23 necessary
Will the organization charge labor costs to the CCFP (i.e., use CCFP funds	to pay for program labor	costs)?
NO, skip to page 5 and complete the signature block.		
YES, read the instructions below before completing the rest of this form.		
Instructions:		
1. Read each question and mark either YES or NO. All 10 questions must be	answered.	
2. If you mark <u>NO</u> , skip to the next question.		
<ul> <li>a. Read each policy listed for the question.</li> <li>b. If a policy matches or is very similar to your organization's policy, or policy is very similar and you want to make it match your policy exinitial the changes.</li> <li>c. If your organization's policy is significantly different from the one(seed section AND attach a copy of your policy. If you do not attach a copy of your policy and therefore CANNOT be Budget, nor can your organization charge those costs to the CCFP.</li> <li>d. Any policy marked with a "A" indicates that a Supplement form will also be required. If attaching your own policy(s), it is for Special Cost Items form will be required, depending on the conditional conditions.</li> </ul>	actly, you may write in minor  i) on the form, check the last last oppy of your policy, that categor included in your organization  tal Budget for Special Cost is also possible that a Supplement	changes and box in that bry of labor of CCFP
4. Complete the signature area on page 5.		
If the organization has a personnel, human resources, or employee manual/policy(	s); submit a copy(s) along wit	h this form.
<ul> <li>Will regular employee compensation, such as salaries and wages, be on NO, skip to question #2.</li> <li>YES, check each applicable policy(s) below (A, B, and/or C) if it is the organization's policy.</li> <li>A. Child Care Food Program Policy for Salaries and Wages</li> <li>The organization identifies 1) position title; 2) rate of pay; 3) payment schoor yearly; and, 4) work day hours for employees whose salaries/wages will</li> </ul>	nization's policy(s), or check D	klv. monthly.

(whichever is applicable).

is provided to the Bureau of Child Care Food Programs, either as part of the CCFP Management Plan or Budget

	Salaries and wages of all new employees, quoted at hourly, weekly, or monthly rates, are established when making an offer of employment and approved by management. Each employee's salary or wages are formally reviewed annually and adjusted based upon the results of each employee's performance appraisal. New hires, terminations, pay rate changes, voluntary payroll deductions, and court-ordered payroll deductions are approved in writing by management. Copies of all such authorizations are retained in each employee's personnel file. Management promptly notifies the payroll clerk (or appropriate staff) of all hires, rate changes, dismissals, and employee separations. Master personnel records are maintained of each active employee and of past employees for the prior five (5) years, and as required by the CCFP contract.				
	Additionally, the organization identifies 1) position title; 2) rate of pay; 3) payment schedule – hourly, weekly, biweekly, monthly, or yearly; and, 4) work day hours for employees whose salaries/wages will be charged to the CCFP. This information is provided to the Bureau of Child Care Food Programs, either as part of the CCFP Management Plan or Budget (whichever is applicable).				
	C. Child Care Food Program Policy for Special Compensation				
	<ul> <li>Special compensation includes:         <ul> <li>Payments to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof for CCFP services performed</li> </ul> </li> <li>Stipends to compensate board members for the costs of attending corporate meetings when CCFP business is conducted</li> <li>A substantial increase in the organization's level of compensation to an individual or all employees funded from CCFP reimbursements</li> <li>Excess funds from an institution's nonprofit food service account used for increases in salaries or fringe benefits to improve food service operations, principally for the benefit of participants</li> </ul>				
	Special compensation, as described above, is projected for each applicable individual, and included in the annual CCFP budget.  Special compensation requires prior written approval to be charged to the CCFP. A Supplemental Budget				
	for Special Cost Items form must be completed and submitted with the budget.				
	<ul> <li>D. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:</li> <li>A Supplemental Budget for Special Cost Items form may be required.</li> </ul>				
2. \	Will employee overtime pay be charged to the CCFP?				
Ļ	NO, skip to question #3.				
L	YES, check the policy below (A) if it is the organization's policy, or check B and attach the organization's policy.				
	☐ A. Overtime Pay Policy for Fair Labor Standards Act (FLSA) Non-Exempt Personnel ★★				
	All regular employees, other than those exempted from FLSA, are entitled to overtime premium pay at the rate of time-and-a-half for all hours worked in excess of forty (40) hours in the seven (7) day period from Sunday to Saturday. Time taken off for vacation, holidays, sick leave, and other excused absences is not to be considered in calculating the total hours worked. Authorization for all overtime is obtained from each employee's supervisor. In compliance with the FLSA Record Retention policy, the organization retains the following records for at least three (3) years: employee's name, home address, occupation, sex, and hours and days of work. Overtime pay is projected for each FSLA-eligible CCFP employee, and included in the annual CCFP Budget.				
	Overtime pay requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.				
	B. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:  A Supplemental Budget for Special Cost Items form must be				
w	completed and submitted with the budget.				
红江	This symbol indicates that a Supplemental Budget for Special Cost Items form is required.				

Page 2 of 5

I-048-07

Revised 6/2015

Wage and Salary Administration Policy (including salary changes)

(N	ote: Compensatory time for FLSA-Exempt employees be charged to the CCFP?  The compensatory time is paid time off in place of paid overtime. Federal and state labor laws exempt certain employees in receiving overtime compensation. Some organizations provide compensatory time for exempt employees.)						
	NO, skip to question #4.						
	YES, check the policy below (A) if it is the organization's policy, or check B and attach the organization's policy.						
	TES, check the policy below (A) in it is the organization's policy, or check b and attach the organization's policy.						
	A. Payment of Compensatory Time Policy						
	All FLSA-exempt personnel receiving supervisory authorization for overtime are to record the overtime worked on their time sheets or proper documentation. For special projects or assignments, management may authorize compensatory time. Payment of authorized compensatory time is projected for each FLSA-exempt CCFP employee, and included in the annual CCFP Budget.						
	Compensatory time requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.						
	B. The organization's policy is attached. If including your policy manual, list the pages that identify the policy: <u>A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.</u>						
4.	Will holiday pay for employees be charged to the CCFP?						
5.0	NO, skip to question #5.						
	YES, check each <u>applicable policy(s)</u> below ( <u>A and/or B</u> ) if it is the organization's policy, or check C and attach the organization's policy.						
	A. Standard Holiday Pay Policy						
	The following state and/or federal holidays may be granted with pay to all eligible full-time or part-time employees. Management determines when any department or operation will be closed in observance of a holiday. Employees who work on a holiday observed by the organization shall be granted equal time off on another day elected by the employee, with agreement by Management.						
	New Year's Day – January 1 Columbus Day – second Monday in October						
	Martin Luther King Jr. Day – third Monday in Jan. Veteran's Day – November 11						
	President's Day – third Monday in Feb.  Thanksgiving Day – fourth Thursday in Nov.						
	Memorial Day – last Monday in May Friday after Thanksgiving – fourth Friday in Nov.						
	Independence Day – July 4 Christmas Day – December 25						
	Labor Day – first Monday in Sept.						
	If applicable, list below <u>any additional paid holidays</u> (other than those listed above) that will be charged to the CCFP:						
	Good Friday, First Before Easter; Christmas Eve						
	B. Policy Regarding Holiday Pay for Work Performed on a Non-Work Holiday						
	A NON-WORK holiday occurs when the date of an observed holiday falls on a staff person's regular day off. Holiday pay for work performed on a non-work holiday(s) is projected for each applicable CCFP employee, and included in the annual CCFP Budget. Such work must be necessary to perform essential CCFP functions.						
	Non-work holiday pay requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.						
	☐ C. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:						

 $\chi \chi$  This symbol indicates that a Supplemental Budget for Special Cost Items is required.

٥.	441	n empi	oyee paid	leave belieffs i	be charge	jed to the CCFP?
		NO, sk	ip to quest	ion #6.		
		YES, c	heck the po	olicy below (A) if it	t is the org	rganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.		nefits for Eligible E		
		are cor various	isor and, w nsistent for	here appropriate, all eligible employ	with Mana ees. Such	e taken after or as they are earned, with the approval of the employee's nagement approval. Leave must be paid based on established rates that ch leave benefits include, at a minimum: annual leave, sick leave, and ry, civil, conference, educational, voting, family, disability, and
		□ B. ———	The orga	nization's policy is	attached.	. If including your policy manual, list the pages that identify the policy: A Supplemental Budget for Special Cost Items form may be required.
(No	dis ote:	<b>ability,</b> Only th	medical,	dental, and other paid portion of e	er types o	irance premiums for accident, life, death and dismemberment, of employee insurance premiums be charged to the CCFP? insurance premiums are allowable, not the portion paid by/payroll
		NO, sk	ip to quest	ion #7.		
		YES, c	heck the po	olicy below (A) if it	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.	Insurance	Premiums Paid b	y the Orga	ganization for Eligible Employees Policy
		compa regulat	nies recogr ory industr	nized by the Florid y standards. Man	a Office of agement i	iployees will be paid by this organization at established rates to of Insurance Regulation ( <a href="www.floir.com">www.floir.com</a> ), and in accordance with other review and approval complies with all insurance industry requirements. on any employee insurance policy.
		В.	The orgai	nization's policy is	attached.	. If including your policy manual, list the pages that identify the policy: <u>A Supplemental Budget for Special Cost Items form <i>may</i> be required</u> .
7.	Wil on	ll empl	oyee retir of the em	ement benefits, ployee, be char	such as p	pension plans or other types of retirement contributions made he CCFP?
		1	ip to quest			
		YES, c	heck the po	olicy below (A) if it	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.		nt Program Eligibil		
		All full- eligible	time, regul to particip	ar employees and ate in the retirem	others me ent plan.	neeting specific employment criteria as established by Management are
		B.	The orga	nization's policy is	attached.	. If including your policy manual, list the pages that identify the policy:
(No	ote:	The em	iployer's sh	are of federal, sta	ite, and lo	axes be charged to the CCFP?  ocal employment taxes, such as Social Security withholding tax, and employee's share of such taxes.)
		NO, sk	ip to quest	ion #9.		
		YES, c	heck the po	olicy below (A) if it	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.	Employm	ent Taxes Policy		
		approp	riate autho	s are made in accorities. Such taxes fits upon which th	are record	with required payment schedules, using forms as required by the rded in the same manner (cost or accrual), and at the same time as the same based.

Revised 6/2015

В	. The organization's policy is attached.	If including y . A Supplem	your policy manual, list the pages that identify the policy: ental Budget for Special Cost Items form may be required.		
(Note: Incent	ployee incentive payments or award tive payments or awards given to impro cation leave are unallowable costs.)	is be charge ve employee	d to the CCFP?  performance, and/or paid in any form other than cash or		
	skip to question #10.				
■ YES,	check the policy below (A) if it is the organic	ganization's po	olicy, or check B and attach the organization's policy.		
<b>a</b>	. CCFP Incentive Payments and Award	s Policy 🂢			
(addii sugge requii	tional vacation leave of reasonable value estion was implemented. Except for awa	e) performed a ards of minima at or award giv	receiving the incentive payment (cash) or award actual CCFP labor/services, or a CCFP employee al value (\$100 or less), specific prior written approval is yen to an employee. Payment of incentive awards is in the annual CCFP Budget.		
Empl Suppl	loyee incentive payments or awards lemental Budget for Special Cost Items f	s require pri form must be	or written approval to be charged to the CCFP. A completed and submitted with the budget.		
В	, , , , , , , , , , , , , , , , , , ,	. A Supplem	our policy manual, list the pages that identify the policy: ental Budget for Special Cost Items form must be		
	leted and submitted with the budget.				
10. Will em (Note: Sever	ployee severance pay be charged to ance pay is payment, in addition to regu	the CCFP? ular compensa	tion, to a terminated employee).		
	complete the signature area below.				
YES,	check the policy below (A) if it is the org	ganization's po	olicy, or check B and attach the organization's policy.		
□ A	. Severance Pay for CCFP Funded Emp	loyees Policy:			
relation funde paym <b>Note</b> must	ons agreement. Management reviews e ed by the CCFP, severance pay may be c lents (if known) are projected for each a If potential severance payments are u	ach case and charged to the applicable CCF nknown at the	imployer-employee agreement, by law, and any labor makes a determination. If the employee's position is program with specific prior written approval. Severance P employee, and included in the annual CCFP Budget. It time of original budget submission, a budget amendment tial Cost Items form, and approved before the cost is		
Seve Speci	Severance pay requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.				
		A Sunnlem	your policy manual, list the pages that identify the policy: ental Budget for Special Cost Items form must be		
	eleted and submitted with the budget. 🗶				
<b>☆ This sym</b>	nbol indicates that a Supplemental I	Budget for S	pecial Cost Items form is required.		
Du	men Johnson		Chief Executive Officer		
Signature of A	Authorized Employee		Title		
Deloris Johnson			09/02/2015		
Printed Name			Date		



## AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE: 400

10-24-87

REVISION:

09-25-02

## **COMPENSATION MANAGEMENT**

#### **400 COMPENSATION MANAGEMENT**

#### I Purpose

To advise on compensation issues and concerns.

#### II Policy

Pay sufficient salaries to attract suitably qualified applicants for job openings as funds are available.

Salary increases will be granted annually based on the availability of funds.

Supplemental compensation will be provided for any employee who acts temporarily in a higher-graded, vacant position following an initial period of thirty days.

#### III Procedure

#### **Definitions**

#### A Minimum Wage

The starting pay for entry level Grade 1. This salary may exceed that established by the Federal Department of Labor.

### B Starting Pay

Base or minimum step of the salary grade of the assigned position.

#### C. Base Salary

The annual pay amount which excludes all bonus and incentive dollars.

#### D. Increments

One to three steps above the base or minimum step for starting pay assigned a position.

#### E Temporary and Substitute Pay

The first step of the approved entry level of the position assigned

## AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE: 400

## REVISION:

10-24-87 09-25-02

#### COMPENSATION MANAGEMENT

#### F Salary Structure

The formal salary ranges for the agency or job family.

#### G Classified Pay Plan

Staff have met the minimum requirements for hire and are paid based on their incoming qualifications. Includes all positions except instructional personnel.

#### H Instructional Pay Plan

Personnel hired meet at least the minium qualifications of the position. Includes teachers and five levels of pay. Employee's salary is adjusted each time he/she meets a new qualification criteria.

#### 1. Minimum Pay Step

The beginning or minimum step established for instructional personnel will be based on prevailing market rates.

The starting pay is based on the educational preparation of applicants selected for job openings.

Teacher I Child Development Associate - State

Teacher II Child Development Associate - National

Teacher III Associate's Degree

Teacher IV Bachelor's Degree non-certification

Teacher V Bachelor's Degree w/certification

#### I Reallocation

A reclassification of a position to a higher salary grade based on an increase in the duties and responsibilities for a job.

### J Re-adjustment

A change in salary resulting from a survey of the market or reclassification.

POLICY NO:

EFF. DATE: REVISION:

09-01-92 09-25-02

405

## SALARY INCREASES

#### **405 SALARY INCREASES**

#### 1 Purpose

To pay sufficient salaries to attract suitably qualified applicants for job openings.

#### II **Policy**

Salary increases will be granted annually based on the availability of funds.

All eligible employees will receive an annual increase effective July 1.

To be eligible for an annual salary increase, an employee must have exemplified satisfactory or above average performance in all areas, and completed the probation period.

Employees are entitled to only one annual increase per calendar year.

An employee shall not serve more than 12 months without a performance evaluation. An increase will be awarded upon his/her anniversary date for satisfactory performance.

When a proposed annual base salary increase will place the salary above the maximum pay range, the salary will be frozen.

#### III Procedure

#### A **Probationary Status**

An employee determined not to be eligible for an annual increase because of an extended probation period shall have the right to make a written request for a subsequent evaluation up to 90 days following the last annual evaluation.

#### 1 Non-retroactive pay

If during the extended probation period, the employee shows satisfactory improvement, he/she shall be eligible for a non-retroactive annual increase.

#### B Completion of Probation

Employees who have completed probation will be considered for a salary increase effective July 1, following the satisfactory completion of the probationary period whether the probation was for 3, 6, or 12 months.

#### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE

405

REVISION:

09-01-92 09-25-02

#### 405 SALARY INCREASES

#### C Promotion

Only one annual salary increase shall be granted per calendar year, however, an employee promoted within the calendar year may exceed the amount of the annual increase award.

#### 1 Minimum Rate

When an employee is promoted to a position which is classified in a higher pay grade, he/she shall be given a salary increase to at least the minimum rate for the class to which he/she is promoted. The salary increase shall be effective the day the employee begins the new position.

### D Acting Pay Status

The Chief Executive Officer may approve a temporary ten-percent (10%) increase in salary for an employee assigned additional responsibilities greater than his/her normal duties for ninety (90) days. The request must be approved prior to assignment to "acting status." The employee may act for thirty days before an The Chief Executive Officer must approve any additional requests to extend time beyond the initial ninety days up to six months.

## Recruitment to Fill Vacancy

The Human Resources Director shall recruit to fill vacant positions temporarily under acting status. The acting employee shall compete for the position if interested.

2 An employee shall not be placed in acting status as a trial period to determine his/her suitability for a position.

## E Reallocation (Reclassification)

The employee's base compensation shall be increased at least to the minimum of the new class when his/her position is reclassified to a higher salary grade, which is based on an increase in job duties and responsibilities.



POLICY NO: 410 EFF. DATE: 09-0 REVISION: 09-2

09-01-92 09-25-02

## **BONUS PAY FOR PERFORMANCE**

## 410 BONUS PAY FOR PERFORMANCE

## I Purpose

To maintain a system that recognizes and compensates eligible employees individually and/or collectively for exemplifying above average job performance that enhanced the financial and programmatic stature of the agency.

### II Policy

A one-time bonus performance pay will be granted to employees based on the availability of funds for employees who have completed one full year of employment without any disciplinary infractions during the evaluation period.

#### III Procedures

Each year all grant applicants include a five (5%) annual personnel salary increase for eligible employees. Available funds from the annual increase pool and other fund sources may be used for bonus pay.

#### A. Bases for Awards

To become eligible for bonus pay for performance, an employee must have met his complete probation period; demonstrated above average job performance will measurable results in the management areas below.

- Program, agency-wide and/or departmental goals and objectives that enhanced the finances and credentials of the agency (i.e., NAEYC, Head Start Quality, Goal Seal Certification, etc.)
- Individual performance goals and objective enhanced the finances and credential of the agency (i.e., NAEYC, Head Start Quality, Goal Seal Certification, etc.)

## B. Department Director Recommendations

Department Directors will recommend all eligible employees to the Chief Executive Officer for approval. The CEO will recommend eligible employees to the Head Start Policy Council (when applicable) and the Board of Directors for approval.

## AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: 410 EFF. DATE 09-0

REVISION:

09-01-92 09-25-02

## 410 BONUS PAY FOR PERFORMANCE

## C. One to Three Percent Award

Bonus pay for performance will equal one to three precent of the annual base salary for eligible department employees for the preceding year. The Executive Committee will recommend all department employee bonuses to the Board of Directors for approval.

## D. CEO Recommendations

The CEO will recommend to the Board Executive Committee the names of department directors deemed eligible for bonus pay for performance at the completion of the award period. The Executive Committee will recommend all department director bonuses to the Board of Directors for approval.

## E. Board Executive Committee Recommendations

The Board Executive Committee will recommend to the Board any bonus performance pay for the Chief Executive officer which will be made at his/her evaluation.

#### F. Award Limits

The Chief Executive Officer and the department directors will receive a bonus pay for performance not to exceed five percent of said employee's base salary.

## G. Group Awards

Each department director and management staff shall identify no more than twenty-five (25%) of his/her subordinate employees for bonus pay, and shall rank each based on pay increments approved by the Board of Directors annually.



### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: 505

EFF. DATE: 10-24-87 REVISION: 09-25-02

N: 09-25-02 07-01-06

01-09-07

### **ANNUAL LEAVE**

### 505 ANNUAL LEAVE

### Purpose

Annual leave is granted to regular full-time employees as defined in Policy 290, and based upon each employee's length of continuous service with ALPI.

### II. Policy

Annual leave is accrued during the probationary period as defined below:

Department Directors will be eligible to use up to 4 days of accrued annual leave upon completion of 30 days of employment.

Other exempt personnel will be eligible to use up to 2 days of accrued annual leave upon completion of 30 days of employment.

Non-exempt personnel will be eligible to use up to 1 day of accrued annual leave upon completion of 30 days of employment.

An employee leave record will reflect accrued and used time within a fiscal year, that is July 1 through June 30.

Annual leave is to be requested at least 5 working days in advance.

Annual Leave accrued within a fiscal year must be used by the end of that fiscal year. Any accrued annual leave not used within the defined fiscal year period will be forfeited.

Employees will not receive pay in lieu of annual leave upon separation from employment.

Employees are required to use the Leave Request Form when requesting leave for vacation, sick, jury duty, personal, medical etc.

### Deloris C. Johnson Chief Executive Officer

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

ADMINISTRATION & OPERATIONS QUALITY CONTROL DIVISION **ADMINISTRATION SERVICES** Budget & Finance

**Human Resources** Operations and Quality Control IT/Computer Support & Marketing

COMMUNITY SERVICES & ECONOMIC DEVELOPMENT DIVISION

**CSBG Services** Service Areas: Polk, Highlands and Hendry Counties

Farmworker Emergency Services Service Areas: Statewide

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

**Housing Counseling Services** Service Area: Polk County

Training and Employment Services Service Area: Volusia County

**ALPITechnical 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

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

### **MEMORANDUM**

TO:

All ALPI Employees

FROM:

Christine Samuel, Human Resources Director

SUBJECT:

2015 Holiday Calendar

The following holidays will be observed in 2015:

Holiday	Date Observed
New Year's Day	January 1
Dr. Martin Luther King's Birthday	January 19
Good Friday	April 3
Memorial Day	May 25
Independence Day	July 3 & 6
Labor Day	September 7
Veteran's Day	November 11
Thanksgiving	November 26 & 27
Christmas	December 24 & 25
Personal Holiday	Selected by Employee

To be eligible for observed holidays, an employee must be a regular full-time or regular part-time employee and employed 30 days prior to the holiday(s). To be eligible for the Personal Holiday an employee must have been employed on or before the first working day in January 2015.

cc: Deloris Johnson, CEO

































The Agricultural and Labor Program, Inc. Helping People. Changing Lives.

PARTNERSHIP

AMERICA'S POVERTY FIGHTING NETWORK

POLICY NO: 585

EFF. DATE: 11-01-94

REVISION:

### RETIREMENT PLAN

### RETIREMENT - 403(b) PLAN 580

### 1 Purpose

It is the intent of the Agency to provide financial support through an employer defined benefits contribution plan.

The ALPI has chosen initially to use an age-weighted compensation Plan to favor the older employee given that the retirement plan was implemented in 1994, twenty-five years after its inception.

### 11 Policy

The ALPI Retirement Plan shall become effective July 1, 1993 to provide participating employees with additional retirement benefits from discretionary employer contributions and by affording employees with an opportunity to have a portion of their salary disbursed directly into the plan.

The Plan is a discretionary contribution plan qualifying under Section 403(b) of the IRS Code.

### III Procedure

**Definitions** 

Age of Eligibility for Retirement Funds

59 1/2

Plan Year

July 1 and ending June 30

### **Participant**

An employee who becomes eligible to join the Plan whether or not he elects to make a deferred salary contribution or not

POLICY NO: 585 EFF. DATE 11-01-94

### RETIREMENT PLAN

### **Vestment Date**

July 1 following one year of employment

### A. Eligibility

Regular full-time or part-time agency employee

- 1. On the first day of the calendar month following the employee's hire date employees 21 or older may join the retirement plan.
- Temporary or substitute personnel are not eligible to participate.
- Dependents are not eligible to participate.

### B. Vesting

An employee 21 or older is vested July 1, who has completed one-year of full-time employment.

Employee contributions are 100% vested immediately.

### C. Employer Contributions

Employer contributions begin July 1, for employees 21 or older who have completed one-year of full-time employment.

### D. Employee Contributions

An employee may elect to make a salary reduction agreement with ALPI to reduce compensation and to have ALPI contribute the amount of the reduction to the plan.

- 1. An employee may contribute annual deferrals up to \$11, 000 total, or
- 2. 331/3 percent of the employee's eligible income.

### E Plan Type

The ALPI has a 403(b) Tax Sheltered Annuity Plan for the benefit of employees.

- Employees control their own investments and make their own investment decisions.
- 2. Employees have the capability to transfer account balances among plan investments daily.

### RETIREMENT PLAN

POLICY NO: 585 EFF. DATE 11-01-94

### F. Insurance Company Using Employer Discretionary Contributions

Great-West Insurance Company, Denver, Colorado, is on contact with ALPI to manage retirement funds .

### G. Type Funds Used

ALP has an annuity contract and mutual fund shares.

### H. Forms

Forms are used to enroll, authorize salary reductions, assign and change beneficiaries, borrow, withdraw, or roll over funds.

- Deadline Dates for Filing Forms
  - Enrollment forms for newly vested employees must be completed before December 1 annually.
  - Salary Reductions Agreement forms authorizing pay roll deductions must be signed and approved by the Plan Administrator prior to payroll ending date closest to deduction start date.

### I. Procedure for Making Changes in Contributions

A Salary Reduction Agreement form is used for making changes in contributions, i.e., terminating or increasing the amount. The form must be signed and approved by the Plan Administrator prior to payroll ending date.

### J. Distributions

Employees have several options for receiving distributions without penalty. A distribution may be released at age 591/2, upon termination, retirement, or death. Partial distributions are available such as loans or hardships, with restrictions.

### K. Beneficiaries

Beneficiaries designated by the employee on official forms supplied by the plan administrator will be acknowledged upon death of the employee.

(See Summary Plan Description and Plan Document for current benefits details)

## Florida Department of Health

BOARD OF DIRECTORS CERTIFICATION Child Care Food Program

for private, nonprofit organizations)

S-501

Authorization Number

The Agricultural and Labor Program, Inc.

Organization's Legal Name (must match legal name listed on CCFP application)

1. I certify that this board is in compliance with all applicable state statutes and rules regarding governing boards of corporations.

2. I certify that, as a private, nonprofit organization holding federal tax-exempt status, the board meets the following criteria:

Board members do not vote on decisions regarding their own compensation or that of a related party.

Minutes of board meetings are recorded and made available for review to the Department of Health, Bureau of Child Care Food Programs upon request. The board provides independent oversight and has authority to hire and fire the organization's Executive Director/Chief Executive Officer/ President.

Less than and not equal to 50% of the board has a direct and/or indirect financial interest in the activities of the organization. Financial child participating in the CCFP through the organization, individual receiving any type of compensation or benefits from the interest includes but is not limited to: ownership or investment in the organization, employee of the institution, parent of a organization.

organization is/will be participating in the Child Care Food Program as an independent child care center/site or sponsor of affiliated child care centers/sites; however, if participating as a sponsor of unaffiliated child care centers/sites/day care homes, no board member is Less than and not equal to 50% of the board is related by blood or marriage to the organization's personnel or to each other if the related by blood or marriage to the organization's personnel or to each other. I certify that the listed individuals on the following page(s) constitute the full board of directors of the nonprofit corporation listed above, the organization that is contracting with the Florida Department of Health, and that this board is responsible for Child Care Food Program 3

4. I understand that the submission of false information to the Department of Health is grounds for termination from, or denial of participation in, the Child Care Food Program.

09/02/2015

Date

		1	1	The second secon	The second second	
Signature of Organization's Board Chair/ President, Chief Execu	ition's l	Soard	Chair/	President,	Chief	Execu
or Delegated Authority	>					

tive Officer,

Deloris Johnson, Chief Executive Officer

Print Name

**Revised 6/2015** 

The Agricultural and Labor Program, Inc. Organization Name

Page 1 of 3

I-029-12

### Instructions:

Complete table 1 below for each board officer, and table 2 on page 3 for the remaining board members (if any).

Per Florida Statutes, a board of directors must consist of at least three people.

You may attach a separate list of board members and required contact information, but you must still complete the Financial Interest and Family Relationship columns for each member and sign this form.

The mailing address in Table 1 must be for each board officer, not for the organization. Each address must contain a city, state, and ZIP code. List yes or no (y or n) to certify the financial interest and family relationship status of each member in columns E and F below in table 1, and columns B and C in table 2.

See guidelines in #2 on page 1 regarding allowable percentages of board members with financial interest and/or family relationships.

### Table 1- Board Officers

ے						
(G) Date of Birth	09/02/1946	12/24/1948	09/13/1945	06/26/1944		
(F) Family Relationship (Y/N)	no	no	OU	no	20	no
(E) Financial Interest (Y/N)	no	no	по	по	OU	ОП
(D) Phone Number	(772) 562-8377	(772) 286-1469	(863) 422-0875	(772) 464-0243	(863) 676-4800	(863) 227-0535
(C) Full Mailing Address	4129 57th. Avenue Vero Beach, FL 32967	10 SE Central Parkway Ste 225 /Stuart, FL 34994 (772) 286-1469	2711 Orchid Drive Haines City, FL 33844	1511 N. 21st. Street Ft. Pierce,FL 34950	748 Hunt Street Lake Wales,FL 33853	P. O. Box 925 Moore Haven, FL 33471
(B) First and Last Name of Board Officer	William Holt	David Walker	Josephine Howard	Marjorie Gaskin	Annie robinson	Annessa Chilous
(A) Position Held on Board	Chairman or President	Vice Chair or Vice President	Secretary	Treasurer		

Table 2- All Other Board Members (attach additional pages if necessary)

(A) First and Last Name of Board Member	(B) Financial Interest (Y/N)	(C) Family Relationship (Y/N)
Marva Hawkins	no	ОП
Antonia Jackson	no	ОП
Ruby Willix	no	ou
LaVita Holmes	no	ou
Dorothy Curryn	no	ou
Lester Roberts	no	ОП
Janet B. Taylor	no	ОП
Patricia Brown	ОП	OL OL
Patricia Gamble	no	по
Vernon McQueen	ou	00
Katie Clarke	no	no
Glenda Jones	no	OL.
Alexis Echeverria	ОП	OL OL
Chester McNorton	no	no

## Projected Earnings Worksheet - FY 2015-16

Auth # and/or Organization Name:

S-501 The Agricultural & Labor Program, Inc.

Requires User Input	Automatically Calculates
Please Answer these Questions	stions
Enrollment	
9//	Number of children eligible for free meals
	Number of children eligible for reduced meals
	Number of children eligible for non-needy meals
9/1	Total number of enrolled children (a+b+c)
Average Attendance per Day	ay
	(Cannot exceed total number of enrolled children)
Days Operating	
22	Total number days operating (per month)
12	Total number months operating per year
Put a "Y" in each category that applies:	that applies:
<b>\</b>	Claiming Breakfast ?
	Claiming Morning Snack?
>	Claiming Lunch?
>	Claiming Afternoon Snack?
	Claiming Supper?
	Claiming Evening Snack?
Total Number of Meals Ser	Total Number of Meals Served in One Month to Eligible Children
(Number of Operating Day	(Number of Operating Days x Average Attendance per Day)
17072	Breakfast
0	AM Snack
17072	Lunch
17072	PM Snack
0	Supper
0	Evening Snack

Rates	S
July 1, 2015 - June 30, 2016	une 30, 2016
Breakfast:	
Free	\$1.66
Reduced	\$1.36
Non-Needy	\$0.29
Lunch/Supper:	
Free	\$3.07
Reduced	\$2.67
Non-Needy	\$0.29
Snacks:	
Free	\$0.84
Reduced	\$0.42
Non-Needy	\$0.07
Cash-in-Lieu:	\$0.2375

# Now the Worksheet will do the Calculations (password protected - read only) 1) Calculation to Determine Percentage

Divide the number of eligible children in each category by the total number of children enrolled.

. Number free	9//	/ total enrolled	9//	11	100.00%
. Number reduced price	0	/ total enrolled	776	II	%00.0
. Number nonneedy	0	/ total enrolled	277	11	%00.0
		Total Percenta	de:		100.00%

# 2) Calculation to Determine Free/Reduced Distribution for each Meal Type

Multiply the category percentages calculated in step 1 by the number of meals served for each meal type.

Multiply that answer (the free/reduced distribution) by the current reimbursement rates.

Breakfast Cat	Category %		# Meals Served		# of Meals by Category		Rate	Reimbu	Reimbursement Amount
a. Free %	1.000	×	17072	11	17072	×	\$ 1.66		28.339.52
b. Reduced Price %	0.000	×	17072	11	0	×	\$ 1.36	69	٠
c. Nonneedy %	0.000	×	17072	H:	0	×	\$ 0.29	*	•
Total Number of Breakfast Claimed					17072			\$	28,339.52
Lunch/Supper					# of Meals		Rate	Reimbu	Reimbursement Amount
a. Free %	1.000	×	17072	II	17072	×	\$ 3.07	-	52.411.04
b. Reduced Price %	0.000	×	17072	11	0	×	\$ 2.67	69	
c. Nonneedy %	0.000	×	17072	п	0	×	\$ 0.29	69	
Total Number of Lunches and Suppers Claimed					17072			69	52.411.04
Snacks					# of Meals		Rate	Reimbu	Beimbursement Amount
a. Free %	1.000	×	17072	11	17072	×	\$ 0.84	-	14.340.48
b. Reduced Price %	0.000	×	17072	11	0	×	\$ 0.42	69	
c. Nonneedy %	0.000	×	17072	11	0	×	\$ 0.07	69	
Total Number of Snacks Claimed					17072			69	14.340.48

minodilles Reimpurs	ement*				
a. Lunch	17072	×	0.2375	н	\$4,054.60
b. Supper	0	×	0.2375	11	\$0.00
					\$4,054.60

Total Projected Meal Earnings for One Year	1,141.

rejected Commodity Heimbursement for One Month	\$4,054.6
ojected Commodity Reimbursement for One Year	\$48,655.20

Sponsor Administrative Cap	s	171,163.87
The Sponsor Administrative Cap does not apply to independent contractors	ndent c	contractors

\*PLEASE NOTE: The cash-in-lieu-of commodity payments received by an institution shall be used only to purchase food products that are produced in the United States for use in the program. Institutions must maintain sufficient records to document the proper use of these payments.

### Florida Department of Health Child Care Food Program MANAGEMENT PLAN

(For Sponsors of Affiliated Child Care Centers, Afterschool Meals Programs, and Homeless Children Nutrition Programs)

Authorization Number:	0	sı	oonsoring Or	ganization Name					0			
*** The green areas require your	innut. The wellow areas w	 				w.component	authinows.					
*** The green areas require your	input. The yellow areas v	viii auto-populate b	ased on the	information you p	rovide in the	green	areas.			-		
Instructions: List all amployage w	he perform each of the fell	nuing required admi	1. Requir	red Administrat	tive Duties							
Instructions: List all employees w completed by multiple employees.	Ensure that the Program N	lanager is listed for t	he duties he/s	es. Each duty musi she performs.	t be completed	by at I	east one sta	iff mem	iber. List all employ	ees ne	ecessary for	the job duties
Job Duty	Job Duty Employee Name			Job Duty			Employee Name					
Administrative Oversight Elizabeth Young			Training			Hilda Walker & Elizabeth Young						
Bookkeeping Checking and Approving	Bookkeeping Tanya Montgomery			Financial Man	agement	Elilzabeth Young						
Menus	Hilda Walker			Monitori	ng	Hilda Walker & Elizabeth Young						
Compiling Claim Data	Hilda Walker			Technical Ass Classifying F			Hilda Wal	ker & T	anya Montgomery			
Checking and Filing Claims  Determining Site Eligibility	Hilda Walker	E 139125		Reduced Meal Ap Maintaining Er	ops (S Only)			Hilda	Walker			
(A Only)	Hilda Walker			Roster (S		14		Hilda	Walker			
				ive Salaries/Be								
Instructions: Complete columns A actual number of annual hours wor	k-E for each employee liste ked by each employee, ho	d above. <u>All employed</u> wever this number m	ees listed in #	1 must be listed in d 2,080 which is th	this table. Plea e maximum nu	ise not mber o	e that the no	umber ours for	of hours listed in co a full time position.	lumn E	can be red	uced to reflect the
Complete columns F-G only if char	ging salaries for the emplo	vees listed. Column	H will calcula	ate the allowable a	mounts of salar	ries an	d henefits th	at can	he charged to CCE	P fund	ds based on	each employee's
percentage of time worked on the	CCFP. The total administra	ative costs charged t	o the CCFP c	annot exceed 15%	of projected o	r actua	I meal reimb	oursem	ents.			
Columns I and J document the allot that will be paid with CCFP funds. the PEW, and must match the amo to be charged (I) is calculated in co	The amount in column I ca ount listed on the budget fo	innot be more than t r administrative sala	he amount list ries and bene	ted in column H. The fits in the CCEP For	he total amoun	t listed he diffi	in column I	cannot	exceed the 15% sp	onsor	administrati	ive cap listed on
(A)	(B)	(C)	(D)	(E)	(F)		(G)		(H)	1	(1)	(J)
Employee Name	Position Title	Hours per Month Spent on CCFP	# of CCFP Operating Months per Year	Total Annual Hours Worked for Employer	Total Ann Salary		Annu Insuran Other Be Costs Pa Emplo	al ce & enefit iid by	Total Annual Salary & Benefits Allowable to Charge to CCFP	Ame Chai	rojected ount to be rged to the CCFP	Amount to be Charged to Other Funds (Column H minus Column I)
Elizabeth Young	Director	28.8	12	346	\$ 8	3,242	s 3	2 500	445.005		44004	
Tanya Montgomery	Office Supervisor	28.8	12	346		3,675	\$	3,528	\$ 116,635 \$ 33,636		14,984	
Hilda Walker	Food Services Coordinator	51.2	12	614		7,440	Section 1	4,094	\$ 51,568	J. T.	10,858	
		0	0	2080	s		s		s -	\$		s -
	B. Carrier	0	0	2080	s		s		s -	\$		s -
		0	0	2080	\$		s		s -	\$		\$ -
	1 3 3 3 3 3 3	0	0	2080	s	-	s		\$ -	s		s -
		0	0	2080	s		S	ň.,	\$ -	\$		s -
		0	0	2080	s		s		s -	s		\$ -
		0	0	2080	\$	-	s		s -	\$	<u>.</u>	s -
		0	0	2080	s	100	S	1.	s -	\$		\$ -
		0	0	2080	\$		S		\$ -	\$	F	s -
		0	0	2080	S		\$	-	\$ -	\$	-	s -
		0	0	2080	S	-	S		\$ -	s	725 3 6 11	\$ -
	S. A. Alexander	0	0	2080	\$		\$		\$ -	\$		\$ -
Note: Transfer the co	olumns I and J totals to ti	ne applicable colun	nns on the Ad	dministrative Sala	ries & Benefit	s row	of the Bude	get>	TOTAL \$ 201,839		FP Funds 31,904	Other Funds \$ 169,933

Authorization Number:		0		Sponsoring Organization	on Name:	0		
	Instructions: Mark "Yes" or "No" for questions 3, 6 and 7 below by placing an X in the cell. Complete the remaining questions as specified.							
3. The sponsor conducts MONITORING REVIEWS at least as often as required by 7 CFR, Part 226.16(d)(4)(iii).  YES yes NO								
A yes answer indicates that the sponsoring organization, at a minimum, conducts unannounced CCFP monitoring reviews as follows:								
<ul> <li>Each new site is reviewed within the first four weeks of CCFP operations.</li> <li>Each existing site is reviewed three times yearly with not more than a six-month lapse between reviews. If using review averaging, contractor meets review averaging requirements.</li> <li>Follow-up reviews are conducted within 30 days of issuing a disallowance and/or identifying areas of noncompliance.</li> </ul>								
4. How many sites do you currently sponsor? 7								
5. MONITORING STAFF - 0	Complete	this section only if you	r organization	sponsors 25 or more site	es or if you anticipate sponso	ring 25 or more sites during this fis	cal year.	
on-site reviews, planning th desk reviews of claim docum to table 2, column C). The	e review : nentation. percentag	schedule, travel for revie . For each employee liste ge of each employee's m	ws, supervisor d, indicate the onitoring time	y oversight of monitors, wr number of hours per month will auto-calculate in colun	iting review reports, follow-up re a spent on monitoring in column	column B. Monitoring activities inclueviews, pre-approval visits, househol C, and the total monthly hours spent TEs performing monitoring activities sites.	d contacts, technical assistance, and on the CCFP in column D (refer back)	
Α.			В.		C,	D.	Ē.	
Employee Name		Descriptio	on of Monitori	ng Activities	# of Hours per Month Spent on Monitoring*	Total Hours per Month Spent on CCFP (should be the same number of hours listed in table 2, column C)	% of Monthly CCFP Hours Spent Monitoring	
							#DIV/0I	
							#DIV/0!	
							#DIV/0!	
							#DIV/0I	
							#DIV/0!	
				TOTAL =	0	Number of FTEs =	0.00	
* Sponsors with twenty-five (25) or more sites are required to employ at least one full time equivalent (FTE) monitor per 25-150 sites. However, to ensure adequate monitoring, there should be approximately one FTE monitor for not more than 85 sites. An FTE equals one staff year (2080 hours) or a staff month (173.33 hours) and could be one full time staff person who monitors full time; two half time staff who spend all of their time monitoring; two full time staff who spend half of their time monitoring; three full time staff, one of whom monitors 40% of the time, with the other two each spending 30% of their time monitoring, etc.								
6. The sponsor completes to	raining on	all required topics at lea	st once a year.	YES Yes	] NO [			
Required Training Topics  • Menu Planning & Meal Pattern Requirements  • Meal Count Procedures  • Claim Review & Submission Procedures  • Reimbursement System  • Civil Rights Requirements								
*** No	te: A sign	-in sheet and agenda mu	st be maintaine	ed for each training session				
7. The sponsor REVIEWS ALL CCFP RECORDS for accuracy and compliance. YES Yes NO								
300 Lynchburg Road / Lake Alfred, FL 33850								
I certify that all information on the Management Plan is true and correct.								
Signature of Authorized Employee Date								
		Soften com						
Deloris Johnson Chief Executive Officer Title								

### Florida Department of Health Child Care Food Program Budget

(for use by Sponsors of <u>Affiliated</u> Child Care Centers, Afterschool Meals Programs, and Homeless Children Nutrition Programs)

### Refer to the instructions and definitions on page 3 before completing this form.

Authorization #: S-501	Organization Name: The	Agricultural	and	Labor	Program,	Inc	
Name of Budget Preparer(s)							

### 1. Complete the table below to document your projected food program costs. Use whole dollars only, no cents.

FOOD SERVICE (OPERATIONAL) COSTS	CCFP FUNDS (List amounts)	NON-CCFP FUNDS (List amounts)	CATEGORY TOTALS (CCFP + Non-CCFP Funds)
Food Purchases*	784,180		784,180
Food Service Labor and Benefits	254,339		254,339
Non-Contracted Purchased Services	18,350		18,350
Non-Food Supplies	12,332		12,332
Food Service Equipment	5,850		5,850
Transportation	20,000		20,000
Other (Includes Special Cost Items)  Describe: Indirect Cost	32,938		32,938
FOOD SERVICE (OPERATIONAL) COST TOTALS	<b>\$</b> 1,094,989	\$	\$ 1,094,989
ADMINISTRATIVE COSTS	CCFP FUNDS (List amounts)	NON-CCFP FUNDS (List amounts)	CATEGORY TOTALS (CCFP + Non-CCFP Funds)
Administrative Salaries and Benefits	40,771		40,771
Non-Contracted Purchased Services	16,544		16,544
Training	8,000		8,000
Travel	10,000		10,000
Rent and Utilities	10,915		10,915
Office Supplies	3,250		3,250
Other (Includes Special Cost Items)  Describe: Indirect Cost	5,280		5,280
ADMINISTRATIVE COST TOTALS Administrative costs cannot exceed 15% of total projected earnings	\$ 94,760	\$	\$ 94,760
BUDGET TOTALS	CCFP FUNDS** \$1,189,749	NON-CCFP FUNDS \$	GRAND TOTAL*** \$ 1,189,749

<sup>\*</sup> It is recommended that food purchases equal or exceed 50% of the CCFP Funds Total.

**NOTE:** Additional documentation may be requested to determine if projected costs are necessary, reasonable, and allowable.

Revised 8/2015

<sup>\*\*</sup> The CCFP Funds Total must equal the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

<sup>\*\*\*</sup> This amount must equal or exceed the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

Check the source(s) of funds your organization has available to pay for potential over claims of CCFP reimbursement or other unallowable costs (choose at least one):								
□ Tuition/Fees 🛎 Savings/Checking □ Credit/Loan □ Donations □ Other (describe):								
Note: Funds restricted for used in other programs/grants, used to pay for CCFP over claims or unallowable costs.	including other USDA child nutrition programs, cannot be							
FOR DOH USE ONLY:								
Approval Signature (Regional Program Specialist)	Date							

Revised 8/2015

### 2015 – 2016 DOE/NFJP APPLICATION APPROVAL (RATIFY)



### State Board of Education

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

June 30, 2015

Pam Stewart Commissioner of Education

Rod Duckworth, Chancellor Division of Career and Adult Education

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

RE: 2015-2016 National Farmworker Jobs Program (NFJP) Project, TAPS 16B001: #755-4056A-6CFJ1 – \$60,000

Dear Ms. Johnson:

The Florida Department of Education (FDOE) has received your agency's application for the above project. The application has met the requirements as stated in the "Conditions for Acceptance" section of the Request for Application for the NFJP Statewide Emergency Assistance program. Your agency's application has undergone a budgetary and programmatic review and is determined to be in substantially approvable form at the allocated amount of \$60,000.

The project contact(s), as identified on your submitted DOE 100 form, will be notified if additional information is required. Upon completion of the application coordination process, and approval by FDOE, your agency will receive the official Project Award Notification (DOE 200).

If there are questions regarding the status of this project, please contact Mario Zuniga, at 813-224-1920 or via email at <a href="mario.zuniga@fldoe.org">mario.zuniga@fldoe.org</a>.

Sincerely.

Mario Zuniga, State Director

Farmworker Career Development Program Bureau of Grants Administration and Compliance Career and Adult Education Division

MZ/ab

CC:

Al Miller

Cheryl Burnham Dennis Gniewek Peggy Allen

### **EHEAP CONTRACT AMENDMENT**



8928 Brittany Way Tampa, Florida 33619-4306 (813) 740-3888 (813) 623-1342 [Fax]

### **LETTER OF TRANSMITTAL**

TO:	Deloris Johnson, CEO, The Agricultural and Labor Program, Inc.						
FROM:	Phil Hollister, Director of Contracts and Quality Assurance						
DATE:	September 15, 2015						
SUBJECT:	EH-15/16-ALPI Amendment 001						
0=11=141	☐ Reg. Mail ☐ Certified ☒ Standard ☐ Priority						
SENT VIA:	☐ Hand Delivered ☐ VIA E-mail ☐ VIA FAX						
Enclosed her	rewith please find the following:						
⊠ Contract(s	s) – One (1) signed copy for your records.						
Contract(s	Contract(s) for your signature – Please return two (2) signed copies.						
☐ Attestation	on Statement(s) - One (1) signed copy for your records.						
☐ Attestation	☐ Attestation Statement(s) – Please return one (1) signed statement(s).						
Other –							
Should you have any questions or require additional information, please contact me at (813) 740-3888 ext. 5589.							
Thank you, Phil Hollister Director of C	ontracts and Quality Assurance						
Enclosure(s)							



August 31, 2015

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

### Re: Notice of Reduction in 2015-2016 EHEAP Funds

Dear Ms. Johnson:

Senior Connection Center, Inc. (SCC) has approved a reduction in 2015-2016 Emergency Home Energy Assistance Program (EHEAP) funds for The Agricultural and Labor Program, Inc. in the amount(s) shown below. This reduction is the result of a statewide decrease in EHEAP funding, and has been allocated according to the current approved funding formula.

EHEAP – Administration	(\$2,205.00)
EHEAP – Outreach	(\$2,929.00)
EHEAP – Benefits	(\$11,621.00)
EHEAP - Weather Related Supply/Shortage	\$2,513.00
Total EHEAP	(\$14,242.00)

Please note that the reduction has been partially offset by the award of Weather Related Supply/Shortage funding, which has been allocated according to the current approved funding formula. These funds cannot be used until the Department of Economic Opportunity releases them. Also, please note that there are numerous wording changes included in this amendment. Please review these changes carefully.

Enclosed are two (2) copies of your amendment. Please sign, date and return both copies of the amendment to Phil Hollister, Director of Contracts and Quality Assurance. If you have any questions concerning this amendment, please contact Phil at extension 5589.

We appreciate your efforts in providing these important services to elderly consumers, and your assistance in processing this amendment.

Sincerely,

Charlotte K. McHenry

Chalotto X. Male

President/CEO

cc: Phil Hollister, Director of Contracts and Quality Assurance

Enclosure(s)

### 2015-2016 EHEAP Contract – Amendment 001 Summary of Changes

### Contract Section:

8(3) Subcontractors and Vendors

### Attachment I Section:

- 1. Program Acronyms
- 4. Statement of Purpose
- 5. Statutory Authority
- 6. Scope of Service
- 7. Incorporation of Program materials
- 8. Major Program Goals
- 9. Individuals to be Served
- 10. Service Tasks for Consumer Outreach
- 11(4)(j) Service Tasks for Coordination of Program Partners and Stakeholders
- 12(4), (5), (6), (11), (12) Service Tasks for Benefit Eligibility Determination
- 13. (Introductory Paragraph) Service Tasks for Benefit Disbursement
- 14. Service Unit Measurement and Deliverables
- 16. Records and Documentation
- 20(2) Program Guidance and Technical Assistance
- 22(1), (11), (12) Request for Payment Invoices
- 23(3), (4) Remedies for Nonconforming Services
- 24. Financial Consequences

### Attachment III, Budget Summary:

Amounts and Notes

THIS AMENDMENT, entered into between Senior Connection Center, Inc., hereinafter referred to as the "agency", and <u>The Agricultural and Labor Program Inc.</u>, hereinafter referred to as the "subrecipient", amends Contract No. EH-15/16-ALPI.

The purpose of this amendment is to:

- 1) decrease Section 3, Contract Amount, by \$14,242.00;
- 2) decrease Section 5, Source of Funds, by \$14,242.00;
- 3) amend Section 8(3), Subcontractors and Vendors:
- 4) revise and replace Attachment I, EHEAP Program Requirements; and
- 5) revise and replace Attachment III, Budget Summary.
- 1. Section 3, is hereby amended to read:

### 3. Contract Amount

The agency agrees to pay for services according to the conditions of <u>ATTACHMENT I</u> an amount not to exceed \$113,008.00, subject to the availability of funds.

2. Section 5, is hereby amended to read:

### 5. Source of Funds

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the subrecipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Funding Source	CFDA#	Fund Amounts
Emergency Home Energy Assistance Program	U.S. Department of Health and Human Services	93.568	\$113,008.00
	TOTAL FUNDS CONTAINED CONTRACT:	IN THIS	\$113,008.00

- 3. Section 8, is hereby amended to read:
  - (3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed, and an approved Provider Cost Analysis verifying that the subcontractor staff are paid from non-federal resources, unless compensated for such activities by EHEAP. The agency shall not be responsible or liable for any obligations or claims resulting from such action.
- 4. <u>ATTACHMENT I</u>, EHEAP Program Requirements, is hereby replaced with the revised <u>ATTACHMENT I</u>, EHEAP Program Requirements, attached hereto.
- 5. <u>ATTACHMENT III</u>, Budget Summary, is hereby replaced with the revised <u>ATTACHMENT III</u>, Budget Summary, attached hereto.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this 18 page amendment to be executed by their officials thereunto duly authorized.

SUBRECIPIENT: The Agricultural and Labor Program, Inc.

AGENCY: Senior Connection Center, Inc.

NAME: Deloris Johnson

TITLE: Chief Executive Officer

DATE: \_09/02/2015

FEDERAL ID NUMBER: 59-1634148 FISCAL YEAR END DATE: 6/30

NAME: Barbara Herrington

TITLE: Chair, Board of Directors

### ATTACHMENT I

### EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

### 1. Program Acronyms

- (1) Client Information and Registration Tracking System (CIRTS)
- (2) Central Contractor Registration (CCR)
- (3) Department of Economic Opportunity (DEO)
- (4) Department of Elder Affairs (DOEA, department)
- (5) Dun and Bradstreet Numbering System (DUNS)
- (6) Emergency Home Energy Assistance Program (EHEAP)
- (7) Excluded Parties List System (EPLS)
- (8) Federal Financial Accountability and Transparency Act (FFATA)
- (9) Low Income Home Energy Assistance Program (LIHEAP)
- (10) Memorandum of Understanding (MOU)
- (11) Notice of Instruction (NOI)
- (12) Office of Management and Budget (OMB)
- (13) Supplemental Nutrition Assistance Program (SNAP)
- (14) Social Security Income (SSI)
- (15) Weatherization Assistance Program (WAP)

### 2. DOEA Mission Statement

The department's mission is to foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The department's vision is of all Floridians aging with dignity, purpose, and independence. The agency, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

### 3. EHEAP Program Mission Statement

The EHEAP program serves the mission of the agency and the department by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

### 4. Statement of Purpose

EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency. Eligible households may receive one benefit for a maximum of \$600.00 in the cooling season and one benefit for a maximum of \$600.00 in the heating season. These funds are intended to make payments to utility companies and/or fuel suppliers, make repairs to heating or cooling equipment, or resolve other heating and cooling emergencies.

### 5. Statutory Authority

The relevant federal and state authority governing EHEAP are:

- (1) Low-Income Home Energy Assistance Act of 1981;
- (2) 42 USC 8621 et seq.;
- (3) Title XXVI of Public Law 97-35, as amended;
- (4) 45 CFR part 96, Subpart H;

- (5) Section 409.508, F.S.;
- (6) Chapter 73C-26, F.A.C.; and
- (7) Low Income Home Energy Assistance Program State Plan

### 6. Scope of Service

- (1) The subrecipient is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one benefit per heating or cooling season, not to exceed \$600.00 each. EHEAP applicants are eligible for one summer crisis benefit during the period from April 1 to September 30 and one winter crisis benefit during the period from October 1 to March 31 each year. An elder's eligibility for crisis benefits is not related to the agency's contract periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by the DEO. When benefits are distributed for a weather-related/supply shortage emergency, the subrecipient agrees to comply with directives provided by the agency as to the allowable expenditures of these funds.
- (2) The services provided under this contract shall be in a manner consistent with and described in **ATTACHMENT I**, Sections 10, 11, 12, and 13. The subrecipient in collaboration with its EHEAP program partners shall ensure the following service tasks are completed:
  - (a) Consumer Outreach;
  - (b) Coordination of Program Partners and Stakeholders;
  - (c) Elder's Benefit Eligibility Determination; and
  - (d) Benefit Disbursement.

### 7. Incorporation of Program Materials

The Subrecipient will comply with program requirements as outlined in the following documents, which are incorporated by reference into this contract:

(1) Low Income Home Energy Assistance Program State Plan

(http://www.floridajobs.org/fhcd/LIHEAP/Draft2015LIHEAPModelStatePlan.pdf);

(2) EHEAP Technical Assistance Guide

(http://elderaffairs.state.fl.us/doea/docs/EHEAP%20Technical%20Assistance%20Guide%202014.pdf); and

(3) Notices of Instruction (NOI) issued by the agency.

### 8. Major Program Goals

- (1) The major goal of the EHEAP program is to provide crisis assistance to eligible low-income households with at least one individual aged 60 or older experiencing a heating or cooling emergency. The program allows for payments to utility companies, the purchase of blankets, portable heaters and fans, repairs of existing heating or cooling equipment, and the payment of reconnection fees. The program also provides eligible individuals with weather-related/supply shortage emergency benefits when authorized by the DEO.
- (2) Crisis assistance is defined as assistance provided to an elder with no access to, or in danger of losing access to, needed home energy. The subrecipient may provide up to two Crisis Assistance benefits per year.
  - (a) A maximum of one summer Crisis Assistance benefit may be applied to a single utility account during the cooling season, April September.
  - (b) A maximum of one winter Crisis Assistance benefit may be applied to a single utility account during the heating season, October March.
  - (c) May be used to pre-pay home energy usage:
    - i. The elder should be within seven days of using the remaining balance of energy source pre-

purchased, power is currently disconnected/shut off, or the elder needs a deposit.

ii. The amount to be applied to the elder's pre-paid account must be based on the past two pre-paid amounts (average) up to the maximum of \$600 (or average of last two monthly home energy bills). Examples of a pre-paid account include: propane, kerosene, wood, and coal.

### 9. Individuals to be Served

EHEAP services low-income households with at least one elder age 60 or older, experiencing a home energy heating or cooling emergency. "Elder" is defined as the target population, applicant, and client. "Low income" is defined by applying a percentage to the current federal poverty guidelines published annually by the U.S. Department of Health and Human Services. The guidelines and effective date are transmitted by the Department of Economic Opportunity to the department, and by the department to the agency, and will be provided to the subrecipient upon receipt. To be eligible for services under this contract, and to receive assistance, an elder must be age 60 or older, and:

- (1) Reside in the EHEAP service area (subrecipient's county) at the time the home energy costs were incurred;
- (2) Complete and return an EHEAP application with all required information and verification to the subrecipient while funds remain available;
- (3) Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- (4) Possess a total gross household income of not more than 150% of the OMB federal poverty level for the size of the household;
- (5) Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the state;
- (6) Not be a student living in a dormitory;
- (7) Experiencing a verifiable home heating or cooling crisis;
  - (a) A summer home cooling crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
    - i. The elder's home cooling energy source has been cut off;
    - ii. The elder has been notified that the energy source of cooling will soon be cut off;
    - iii. The elder has a bill or notice for which the due date has elapsed;
    - iv. The elder has received a notice indicating the energy source is delinquent or past due; or
    - v. The elder has other problems with lack of cooling in the home.
  - (b) A winter home heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
    - i. The elder's home heating energy source has been cut off:
    - ii. The elder has received a notice indicating the energy source for heating is will soon be cut off;
    - iii. The elder has a bill or notice for which the due date has lapsed;
    - iv. The elder has received a notice indicating the energy source is delinquent or past due;
    - v. The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
    - vi. The elder has other problems with lack of heating in the home.
- (8) The subrecipient must determine if all or part of the elder's utility costs are paid directly or indirectly by the

government if the elder lives in government subsidized housing. The subrecipient will proceed as follows:

- (a) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance.
- (b) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- (9) Elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI) may use program qualification approvals or notifications to document household size and income. Elders shall meet program income eligibility guidelines and possess a total gross household income of not more than 150% of the OMB Federal poverty level for the size of the household. The benefit level to be provided to elders receiving SNAP or SSI shall be the same as that of other qualified elders.
- (10) Provide required Social Security Numbers and documentation of that number for all household members.
- (11) Income eligibility may be determined by using one of the following calculation methods:
  - (a) Total of the past twelve (12) month's earnings for all household members; or
  - (b) Most current past three (3) month's earnings for all household members, annualized.

The subrecipient can request current sources of income information from the agency to assist in determining what is considered allowable income. Total household income cannot exceed 150 percent of the current federal poverty guidelines. If the elder claims there is no household income, a self-declaration of income is allowed.

(12) Provide a signed statement of maintenance explaining how basic living expenses, i.e., food, shelter and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines.

### 10. Service Tasks for Consumer Outreach

To ensure that households wishing to benefit from the program have the opportunity, the subrecipient shall undertake consumer outreach initiatives. The initiatives are designed to inform potentially eligible households in the service area about EHEAP, especially those elderly households with disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- (1) Inform all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors.
- (2) Encourage program participation through local television and radio programs and place announcements of the program in media community calendars.
- (3) Develop and implement a written procedure regarding making home visits to homebound elderly persons for completion of the program application and eligibility determination when other assistance is not available.
- (4) Make visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.

- (5) Forward information provided by the agency concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).
- (6) Complete an EHEAP Outreach Plan Survey (EHEAP TA Guide, Attachment S) to demonstrate to the agency that outreach efforts target households in the subrecipient's county to inform potentially eligible households about the EHEAP program. The Outreach Plan Survey is required to be submitted to the agency within fifteen (15) days of the contract beginning date.

### 11. Service Tasks for Coordination of Program Partners and Stakeholders

The subrecipient shall coordinate services with all other program partners and stakeholders to prevent the duplication of services, facilitate referrals and improve the efficiency of services for elders. Coordination activities shall include, but not be limited to:

- (1) Coordinate services with the DEO LIHEAP contractors in the respective service area to prevent the duplication of benefits to elders. Additionally, the subrecipient shall review LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- (2) Develop a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the county. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals. The MOU shall be reviewed and renewed at least every five (5) years. The subrecipient in coordination with the local WAP agency shall develop a system by which EHEAP elders who have received more than three (3) EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The subrecipient shall submit copies of all WAP MOUs to the agency.
- (3) Establish a MOU with all LIHEAP agencies in the service area. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The MOU shall require LIHEAP providers to refer elders 60 years old and up to the subrecipient for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. MOUs with local LIHEAP agencies are to be updated if one of the contracted parties changes. The MOUs must be applicable to the subrecipient's current EHEAP program requirements and guidelines. The subrecipient shall submit to the agency copies of all MOUs with LIHEAP agencies.
- (4) Develop agreements with home energy vendors that benefit elders. The subrecipient shall submit to the agency copies of all vendor agreements and subcontracts. All agreements between the subrecipient and home energy vendors must contain, at a minimum, the following conditions:
  - (a) The beginning and ending date of the agreement.
  - (b) The vendor agreement must include a process for identifying the subrecipient's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the subrecipient.
  - (c) The vendor agreement must include a process of identifying the vendor's representatives authorized to resolve a crisis.
  - (d) A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no vendor-subrecipient agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the subrecipient's

purchasing policies, and only with written approval of the subrecipient's management.

- (e) Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
- (f) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
- (g) An understanding that only energy related elements of a utility bill are to be paid. No water and sewage charges shall be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the elder or subrecipient.
- (h) A statement that the subrecipient may not pay for charges that result from illegal activities such as bad check or meter tampering, and the vendor is aware that those charges are the responsibility of the elder.
- (i) Vendors shall be aware that, when the benefit amount to the elder does not pay for the complete charges owed by the elder, the elder is responsible for the remaining amount owed.
- (j) Details on how the vendor will assist the subrecipient in verifying the EHEAP applicant's account information and in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
- (k) The subrecipient's commitment to make payment to the vendor within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame in which to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor.
- (1) The agreement shall be reviewed by both parties at least every two (2) years.
- (m) Vendor agreements must be signed by a representative of both the subrecipient and the vendor who has authority to bind the entity and enter into such commitments.
- (n) A description of when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds shall be returned to the subrecipient or with the subrecipient's approval applied to another eligible elder's account.
- (o) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <a href="http://sunbiz.org/search.html">http://sunbiz.org/search.html</a> and the vendor's name must be checked on EPLS: <a href="https://www.epls.gov">https://www.epls.gov</a>. The business name on the vendor agreement must match the legal business name on the State of Florida website.

### 12. Service Tasks for Benefit Eligibility Determination

The subrecipient shall begin taking applications for EHEAP services upon execution of this contract, and continue taking applications until the contract expires or funds are exhausted. The subrecipient will not accept applications when funds are exhausted for a particular time period. The subrecipient shall meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

- (1) Provide assistance to elders in completing agency provided applications for assistance and determining eligibility.
- (2) Treat homeowners and those who rent equitably under this contract.
- (3) Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.
- (4) Provide all elders a written notice of approval within fifteen (15) working days of receiving the elder's application that includes the type and amount of assistance to be paid; and the name of the energy vendor to be paid on their behalf or a Notice of Denial, which includes appeal procedures and the next date when the elder will be eligible to apply for further assistance.
- (5) Develop written consumer appeal procedures that provide an opportunity for a fair administrative hearing to individuals whose application for assistance are denied or whose applications are not acted upon with reasonable promptness. "Reasonable promptness" shall be defined as within fifteen (15) working days of receiving the client's completed application. Within fifteen (15) working days of receiving the elder's application, any elder denied EHEAP services must be provided a written Notice of Denial, which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain
  - (a) Name of the elder;
  - (b) Date of Application;
  - (c) Type of benefit sought;
  - (d) Reason(s) for the denial;
  - (e) Statement of subrecipient's benefit limits, if applicable;
  - (f) Appeal process;
  - (g) Explanation of under what circumstances the elder may reapply;
  - (h) Information or documentation needed for the elder to reapply:
  - (i) Name, address, and phone number applicable to the appeal process; and
  - (j) Number of days the elder has to file the appeal.
- (6) At a minimum, the subrecipient's appeal process must provide an opportunity for elders to file a written appeal or complaint with subrecipient's Program Supervisor within ten (10) days of receipt of the written Notice of Denial and Appeal. The Appeal process must include:
  - (a) Upon receipt of a validly filed appeal or complaint, the subrecipient must respond in writing within ten (10) working days.
  - (b) The elder may appeal subrecipient's first response by filing its objections to the response with subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response.
  - (c) Upon receipt of a validly filed objection to the first response, subrecipient must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
- (7) Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all elders.
- (8) Assist all elders in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.
- (9) Ensure that all eligible elders meet the requirements of ATTACHMENT I, Section 9, of this contract.

- (10) Ensure that no consumer fees are charged, nor donations accepted, from an elder in order to receive EHEAP benefits. The subrecipient must ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in this EHEAP office. If an employee asks for money, report this to the agency executive director or department head."
- (11) Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period, and maintain documentation sufficient to ensure compliance with this requirement.
- (12) Maintain a written policy and implement procedures to protect elder information and secure the elder's social security number in order to protect their identity from theft or fraud. At a minimum, this policy shall address the handling of both paper and electronic records and files. The subrecipient shall, in collecting elder's social security numbers, use the Notice Regarding Collection of Social Security Numbers shown in the EHEAP Technical Assistance Guide, Attachment N. The notice shall be signed by the elder and retained in the client file.
- (13) Develop and implement a written policy and procedure to assure that all energy assistance payments are made to energy vendors that comply with **ATTACHMENT I**, Section 11, of this contract.
- (14) Comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (<a href="www.dnb.com">www.dnb.com</a>) and maintaining an active and current profile in the Central Contractor Registration (CCR) (<a href="www.ccr.gov">www.ccr.gov</a>).
- (15) Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the subrecipient may limit crisis benefits to less than those stated in this contract. Policy changes concerning the number of crisis benefits available to elders requires agency approval, and notification of the changes to current and potential elders.

### 13. Service Tasks for Benefit Disbursement

The subrecipient shall implement appropriate program management and operational controls to ensure all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and shall document in the client file that the crisis was resolved within eighteen (18) hours. Eligible actions include:

- (a) Approval of application;
- (b) Denial of application pending further information;
- (c) Denial of application because elder is deemed ineligible;
- (d) Contact with utility vendor to halt utility disconnection or interruption in services; or
- (e) Written referral to another community agency, along with assistance to the applicant in contacting the agency, another agency if EHEAP funding is not available or the elder is ineligible.

Other subrecipient responsibilities include:

- (1) Make vendor payments directly to fuel providers on behalf of eligible elders; or <u>only</u> in instances where vendor agreements cannot be negotiated, make payments directly to elders in the form of a one (1) or two (2) party check.
- (2) Determine the correct amount of each crisis benefit based on the minimum amount necessary to resolve the crisis, but not more than the item limits or total limit set by the agency. The maximum crisis benefit for this contract period is \$600.00 per household per season.
- (3) Have a written policy that encourages households to seek assistance prior to incurring non-energy penalties such as discount/reconnect fees, additional deposits, interest or late payments.

- (4) Make home energy payments within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame in which to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor.
- (5) Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.
- (6) Refund to the agency, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
- (7) Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied services.
- (8) Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
- (9) Develop a written procedure regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an elder is eligible and what constitutes an emergency related to lack of heating or cooling.

### 14. Service Unit Measurement and Deliverables

- (1) The service unit for this contract is one (1) individual elder served with crisis energy assistance.
- (2) Deliverables are defined as the expected total number of elders served with crisis energy assistance as identified in <u>ATTACHMENT III</u>, Budget Summary. Achieved deliverables shall be reported monthly on the subrecipient's Request for Payment, as described in <u>ATTACHMENT I</u>, Section 22, Request for Payment Invoices.
- (3) The subrecipient shall ensure that services under this contract are available to elders by in-person service, telephone, and/or other electronic means.
- (4) The subrecipient shall provide the services listed in this contract during normal business hours, which are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.
- (5) The subrecipient shall publish throughout the service area its service delivery location, toll-free telephone number, and normal business hours.
- (6) The subrecipient must submit to the agency with all executed contracts and amendments a Provider Cost Analysis Form verifying the subrecipient staff are paid from non-federal resources, unless compensated for such activities using EHEAP funds.
- (7) The subrecipient shall report monthly with the Request for Payment Invoice described in <u>ATTACHMENT I</u>, Section 22, the following deliverables:
  - (a) The total elders aged 60 or older that receive crisis energy assistance for the reporting month that are at or below 150 percent of the poverty level; and
  - (b) Certification that the subrecipient operated during its regular business hours as shown in item #4 above.

### 15. Reports

- (1) The subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency. The subrecipient must establish due dates for vendors or subcontractors that permit the subrecipient to meet the agency's reporting requirements.
- (2) The subrecipient must submit to the agency the service report in CIRTS entitled, "EHEAP Enrollment and Exception Statistical Report," based on the following schedule. All exceptions must be corrected prior to submitting the report to the agency.

REPORT	REPORTING PERIOD	<b>SEASON</b>	DUE DATE
1	04/01/15-06/30/15	Cooling Season	July 7, 2015
2	07/01/15-09/30/15	Cooling Season	October 7, 2015
3	10/01/15-12/31/15	Heating Season	January 7, 2016
4	01/01/16-03/31/16	Heating Season	April 7, 2016

- (3) The subrecipient shall be responsible for submitting consolidated reports identifying all households served for the reporting periods upon request by the agency.
- (4) The subrecipient shall provide to the agency other service reports on the effectiveness of the program and include statistics and information that the agency may require. The reports shall begin with the effective date of this contract in a format and according to a schedule provided by the agency for each report.

### 16. Records and Documentation

- (1) The subrecipient shall maintain a separate record for each EHEAP elder that includes the following:
  - (a) An application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, completed and signed by the subrecipient and the elder. The application must also be signed by a supervisor prior to payment being made. The subrecipient is responsible for using the most recent application issued by the agency through the NOI process;
  - (b) The elder's name, address, sex, and age;
  - (c) The names, ages and current identification documentation (no more than one year expired) of all household members;
  - (d) Documented Social Security numbers for all household members, or the citation to the applicable exemption;
  - (e) Signed notice regarding the collection of social security numbers (EHEAP Technical Assistance Guide, Attachment N);
  - (f) The income amount and method of verification for all household members;
  - (g) Income documentation which is representative of the elder's current economic situation to support eligibility;
  - (h) A statement of self declaration of income, if applicable;
  - (i) A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
  - (j) Documentation of the elder's obligation to pay an energy bill for the residence in which they live;
  - (k) The average annual home energy usage in kilowatt hours, and the average annual home energy cost;
  - (l) The services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
  - (m) Copies of approval or denial letters provided to the elder, including the appeal process;
  - (n) If preference is given due to a disability, documentation of such, including the disability income or physician's statement;

- (o) Documentation of referrals to LIHEAP and WAP agencies;
- (p) Documentation of coordination with LIHEAP records for households with elderly members to avoid duplication of services;
- (q) Documentation of payments made to vendors;
- (r) Documentation of the calculation of benefits for elders living in subsidized housing;
- (s) A completed EHEAP Client File Content Checklist, DOEA Form 211; and
- (t) If the subrecipient approves the application, then one elderly member of the household must be registered in the department's Client Information Registration and Tracking System (CIRTS) using DOEA Form 114 in accordance with CIRTS Policy Guidelines.

(2) The subrecipient shall maintain an EHEAP Policies and Procedures Manual for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall include the following:

- (a) The EHEAP Technical Assistance Guide;
- (b) Any Subcontracts with EHEAP providers;
- (c) An MOU with all service area LIHEAP providers;
- (d) An MOU with all service area Weatherization Assistance Programs;
- (e) Subrecipient's cost allocation methodology;
- (f) Written policies and procedures to assure that all energy assistance payments made to energy vendors comply with the requirements of the Vendor Agreement;
- (g) Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons;
- (h) Policies regarding the detection and prevention of fraud and abuse of program funds;
- (i) Policies that address serving family members and employees;
- (j) Policies and procedures to secure applicant Social Security Numbers, in order to protect applicants' identities;
- (k) Procedures for computer system backup and recovery;
- (1) Procedures for referral or access assistance to the "Lifeline Program";
- (m) Policy defining the criteria and required verification to determine if a household has a "home energy crisis";
- (n) Policies and procedures for determining the eligibility of elders applying for EHEAP;
- (m) Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- (n) Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last 18 months to the WAP provider;
- (o) Policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- (p) Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application, before an application for services will be denied;
- (q) Alternative resource guide for energy assistance available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;
- (r) Written consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level, to elders whose application for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- (s) Policies and procedures for conducting home visits to home-bound elders, for completion of the program application or eligibility determination when other assistance is not available.

### 17. Monitoring and Performance Evaluation

(1) The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of

this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

- (2) The subrecipient shall monitor its performance under this contract, as well as that of its subcontractors who are paid from funds provided under this contract, to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Such review shall be made for each function or activity set forth in <u>ATTACHMENT I</u> of this contract, and reported in the quarterly report.
- (3) A sampling of completed applications will be reviewed in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist (EHEAP TA Guide, Attachment J).

### 18. <u>Use of Service Dollars</u>

The subrecipient is expected to expend all federal, state and other funds provided by the agency for the purpose specified in the contract. The subrecipient must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period. If the agency determines the subrecipient is not spending service funds accordingly, the agency may transfer funds to another service provider during the contract period and/or adjust subsequent funding allocations, as allowable under state and federal law.

### 19. Budget Summary

- (1) The subrecipient agrees to distribute funds as detailed in the Budget Summary, <u>ATTACHMENT III</u> to this contract. Any changes in the amounts of federal, state or local funds identified on the Budget Summary require a contract amendment.
- (2) The subrecipient shall submit to the agency an approved EHEAP Provider Cost Analysis Form (EHEAP TA Guide, Attachment R). The Provider Cost Analysis Form reflects the Administrative, Outreach, and Crisis Service allocations as shown in <u>ATTACHMENT III</u>, Budget Summary, and must be sufficient to explain the allowability, allocability, and reasonableness of the EHEAP expenditures. The use of other federal funds to supplement the administrative operations of the EHEAP program, above and beyond the budget amount, is prohibited. Administrative expenditures that exceed the contracted EHEAP budget award must be paid from non-federal sources. The Provider Cost Analysis Form is due to the agency upon request, but no later than within fifteen (15) days of the begin date of the contract.

### 20. Program Guidance and Technical Assistance

- (1) The agency will provide to the subrecipient guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the subrecipient.
- (2) The department and the agency will provide an EHEAP Technical Assistance Guide to assist the subrecipient in the administration of the EHEAP program, and in developing EHEAP policies and procedures that will ensure compliance with the LIHEAP requirements.

### 21. Method of Payment

This is a cost reimbursement contract. The agency agrees to pay for contracted services according to the terms and conditions of this contract. The subrecipient shall ensure that all costs are in accordance with applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required. All contract expenditures are subject to those federal cost principles applicable to the particular

organization concerned.

### 22. Request for Payment Invoices

- (1) All requests for payment and expenditure reports shall be submitted on DOEA forms 106P and 105P. The subrecipient must also submit with the request for payment an expenditure summary in a format provided by the agency to support the request for payment for Administration and Outreach expenditures. The use of federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted award must be paid from non-federal sources. All payment requests shall contain a certification statement that the subrecipient was open and operated during its regular business hours. Duplication or replication of these forms via data processing equipment is permissible, provided all data elements are in the same format as included on the forms.
- (2) The subrecipient must complete a Schedule of Disbursements, <u>ATTACHMENT IV</u>, each month and submit the schedule along with the Request for Payment. The Schedule of Disbursements is an itemized list consisting of the client name, CIRTS ID number, amount paid, and other required information to support the subrecipient's cost reimbursement request for payment. A written explanation is also required when reporting less than three (3) crisis benefits for the reporting month.
- (3) All payment requests shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of invoices is <u>ATTACHMENT II</u> to this contract. Reconciliation made under this contract is to be completed by the time the final payment is made. All payments are subject to the availability of funds.
- (4) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval by the agency of all financial and programmatic reports due from the subrecipient and any adjustments thereto, including any disallowance not resolved as outlined in the Return of Funds section of the Master Contract.
- (5) The subrecipient agrees to implement the distribution of funds as detailed in the Budget Summary, ATTACHMENT III to this contract. An amendment is required to change the total amount of the contract. With written notice to and approval from the agency, funds may be transferred from the Administration, Outreach and Weather-Related/Supply Shortage categories to the Crisis Benefits category. The transfer, if approved, will require an amendment.
- (6) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.
- (7) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.
- (8) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.
- (9) The final request for payment invoice shall be due to the agency by April 15, 2016.
- (10) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.
- (11) The subrecipient shall refund to the agency all funds in excess of the amount to which the subrecipient or its subcontractors are entitled under the terms of this contract.

(12) Weather Related/Supply Shortage funds are set aside for emergency assistance. These funds shall be held in this budget line item category until November 1 of the program year. These funds shall only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if the subrecipient, the agency, or the department finds that the budgeted amount of Weather Related/Supply Shortage emergency assistance funds is not sufficient to meet the emergency, the subrecipient may draw on other contract categories, up to fifty percent of the total contract budget with the agency's and the department's written authorization. When funds are distributed for a weather related/supply shortage emergency, the agency and the department will provide binding directives as to the allowable expenditures of the funds. After November 1, if no emergency has been declared, the agency and the department will release these funds, and the subrecipient shall allocate the funds to the crisis category of the program through a contract amendment.

### 23. Remedies for Nonconforming Services

- (1) Failure to meet the deliverables described in <u>ATTACHMENT I</u>, Section 14, may result in financial consequences and in the redistribution of funding. The subrecipient shall ensure the provision of services are met in accordance with successful completion of the deliverables set forth in <u>ATTACHMENT I</u>, Section 14.
- (2) Any non-conforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The subrecipient shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The subrecipient shall give immediate notice to the agency of any significant and/or systemic infraction that compromises the subrecipient's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.
- (3) The agency shall not reimburse any expenditures associated with the deliverables for this contract, which are deemed unacceptable by the agency, and/or not successfully completed; however, this does not preclude the subrecipient from receiving payment for such expenditures upon successful completion of the deliverable.
- (4) If the subrecipient fails to be open and available for services according to its regular business hours as identified in <u>ATTACHMENT I</u>, Section 14(4), of this contract, excluding weekends or holidays, the subrecipient shall pay to the agency financial consequences for such failure, unless the agency waives such failure in writing based upon its determination that the failure was due to factors beyond the control of the subrecipient.

### 24. Financial Consequences

- (1) The subrecipient shall ensure that 100% of the deliverables described in <u>ATTACHMENT I</u>, Section 14, are performed pursuant to contract requirements.
- (2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform these deliverables, the subrecipient will have ten (10) days to submit a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within a time period approved by the agency. The agency shall assess a Financial Consequence for Non-Compliance for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The agency will also assess a Financial Consequence for failure to timely submit a CAP.
- (3) In the event the Subrecipient fails to correct an identified deficiency within the approved time period specified in the CAP, the agency shall deduct from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected.
- (4) If the subrecipient fails to timely submit a CAP, the agency shall deduct 1% of the monthly value of the

administrative funds in the contract for each day the CAP is overdue, beginning with the 11<sup>th</sup> day after notification by the agency of the deficiency. The deduction will be made from the payment for the invoice of the following month.

(5) If, or to the extent, there is any conflict between this section and any section in the Master Contract, this section shall have precedence.

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## ATTACHMENT III

# EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

### **BUDGET SUMMARY**

PSA <u>6</u>			Original_
SUBRECIPIENT: T	The Agricultural and Lablor Program, Inc.		Amendment X
1.	Administration*	\$1,743.00	
2.	Outreach *	\$17,142.00	
3.	EHEAP Benefits (Crisis)	\$91,610.00	
4.	Weather-Related/Supply Shortage **	\$2,513.00	
5.	Total	\$113,008.00	
6.	Projected minimum number of Individuals to be served:	332	
7.	Projected minimum number of Individuals to be served (Weather-Related/Supply Shortage):	N/A	

NOTE: Eligible households may be provided with one benefit per season up to six hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

<sup>\*</sup> Allowable administrative and outreach expenses are defined in <u>ATTACHMENT III, EXHIBIT A</u>. Funds budgeted for administration and outreach may be used for emergency energy assistance benefits upon approval of the agency and a contract amendment.

<sup>\*\*</sup> Weather Related/Supply Shortage funds are set-aside for emergency assistance. These funds must be held in this budget line item category until November 1 of the program year, for use in response to a possible disaster. Directives for the Weather-Related/Supply Shortage funds are identified in <a href="https://doi.org/10.1007/journal.org/">ATTACHMENT III, EXHIBIT B and EXHIBIT C</a>.

# 2015 – 2016 FLORIDA'S NATURAL GROWERS APPLICATION (RATIFY)

# **Guidelines and Instructions**

2015



# FLORIDA'S NATURAL GROWERS FOUNDATION LAKE WALES, FLORIDA

863 676 1411 Ext 3537



#### **Application Guidelines**

The Florida's Natural Growers Foundation ("FNGF") provides to all 501 (c) (3) organizations serving the Central Florida Citrus area in the fields of health, education and youth an opportunity to apply for funding each year. The application process is held annually with a requirement that all organizations must submit a completed application. It may be submitted via regular mail or email to floridasnaturalfoundation@citrusworld.com.

#### **Application Process**

The application process simply streamlines the Foundation's efforts in qualifying funding requests. The application is attached and includes information such as:

- Name of organization applying
- Is your organization a 501 (c) (3)?
- Attach copy of your IRS Determination Letter
- Executive Director's contact information
- Service area information. FNFG requires that all organizations applying for funding serve the Central Florida Citrus area
- Amount requested
- Brief program summary

<u>Deadline to submit the application is August 28, 2015 at 5:00 PM EST</u>. Your organization should expect to hear back from the Foundation staff no later than October 15, 2015.

#### **Guidelines:**

 You must be a 501 (c) (3).organization. FNGF can make grants to any such organization and to public municipalities.

#### Your application should:

- Address problems to be solved or opportunities to be seized which must relate to Health,
   Education and/or Youth in the Citrus Belt of Florida especially when the project reaches a broad
   segment of the community or serves those not being adequately served by other resources.
- Demonstrate vision, action, creativity, effectiveness, and good fiduciary management.
- Illustrate a clear cut objective with a sound program budget and organizational budget.. FNGF
  will pay close attention to all sources of funding for your organization.
- Show strong board leadership. The FNGF Grant Committee will be looking for organizations that
  have boards composed of individuals equipped with the expertise necessary to help that
  organization grow, while at the same time remain strong and vital to the community.
- Be complete. It will be up to each organization to submit complete applications. A checklist of
  what is required for a complete application is provided below. Make sure each section of your
  application is complete:



- IRS Determination Letter (States your 501 (c) (3) status)
- List of Board Members/Affiliates
- Current Operating Budget
- Most Recent Financial Statements
- Letters from collaborators (if applicable)
- Valid contact information: phone and email addresses

#### **Application Recommendations**

- DO adhere to ALL instructions and deadlines. These can be found in this application packet. Extensions of the deadline will not be permitted.
- 2) DO submit an application that has been well thought through.
- 3) DO be as concise, logical, and specific as possible in order to clearly communicate your message. Please send only the material necessary for explaining your program.
- 4) DO make sure you send all the information required.

### FNGF will NOT consider application requests for:

- 1) Annual or building campaigns.
- 2) Operating expenses, membership dues and/or fees.
- 3) Individuals.
- 4) Religious or sectarian projects not open to the public
- 5) Services commonly regarded as the responsibility of the government, such as street repair, fire or police protection.
- Public or private school services required by state law, such as regular classroom instruction or athletic activities.
- 8) Political campaigns, or to influence legislation of any governmental body.
- Tickets for any event or advertising space of any kind (this includes advertising in any media outlet)
- 10) Athletic facilities and equipment
- 11) All other areas prohibited by the By-Laws of the Foundation

#### **Expenditures of Funds Policy**

- Grantee must maintain adequate records. The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records that are consistent with generally accepted accounting principles.
- 2) Grantee must notify FNGF on unused funds.
- 3) Grantee must notify FNGF of changes to the project. Since all funding awarded by FNGF is to be used solely for the purposes described in the Grantee's application, modification can be made only with approval of FNGF.
- 4) Loss of funding privileges.
  - If at any time FNGF determines that a Grantee has not performed in accordance with this
    agreement or has deviated from the intended purpose of the approved project or the



project's budget, the organization will lose the privilege of applying for any additional grants from FNGF. All unexpended grant dollars must be returned to FNGF.

• If a Grantee loses its federal tax exemption status under Section 501(c)(3) of the Internal Revenue Code or is no longer an organization described in 170(c) of the Internal Revenue Code before the completion date of the approved project, they must notify FNGF immediately. All unexpended grant dollars must be returned to FNGF immediately.

# Communication Guidelines for Grant Recipients

When a program or project receives funding from FNGF's Grants Committee, the Foundation requires recognition as a funding source. FNGF is a public foundation; therefore, it is important that the public be informed of its grants. The following list is not meant to be a list of all required activities, but ideas for acknowledging your grant in whatever ways are within your organization's communication capabilities.

- Include news of your FNGF grant in publications you produce for external distribution, such as newsletters, annual reports, etc.
- Be sure your internal audience staff, board members, volunteers, donors, clients are aware of the grant through meetings, minutes, etc.
- Include the FNGF logo on printed materials, including signs or plaques that recognize donors at events.
- If you mention the Foundation's support on your website, please include a link to FNGF's site (www.floridasnatural.com).

# Acknowledging Your Grant

Please use the following language to acknowledge your FNGF grant:

This program/project was funded (or funded in part) by a grant from the Florida's Natural Growers Foundation, Inc. of Lake Wales, Florida

If you require further information, please contact Nikki B. Hayde 863/676-1411 or floridasnaturalfoundation@citrusworld.com.



The foundation will **not** consider:

Annual or building campaigns, operating expenses, membership dues or fees, individuals, religious or sectarian projects, municipal services commonly the responsibility of the government, public or private school services required by state law, political campaigns, tickets for events or advertising of any kind

Organization Name: The Agricultural and Labor Program, Inc.

Mailing Address:

300 Lynchburg Road

City: Lake Alfred

State: FI

Zip: 33850

Description of organization and impact made in community:

The Agricultural and Labor Program, Inc. (ALPI) headquartered in Lake Alfred, FL is an IRS certified 501(c) (3) private, nonprofit organization. ALPI 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. ALPI is designated by the State as the Community Action Agency (CAA) for Polk, Highlands, and Hendry Counties. The programs and services offered are diverse and positively impact the lines of farm workers, the elderly, and workers, the elderly, and workers, the elderly, and Francisco and Fra

Did your organization participate in the Florida's Natural Charity Classic or the 5K? Description of participation may include providing volunteers prior to or during tournament week, playing on a Pro-Am team or running, but please do not include spectator participation.

No

Are you:

Amount Requested: \$9,980

Description of the manner in which the funds will be used and supply measurable objectives (approx. 300 words): The Agricultural and Labor Program, Inc. is seeking \$9,980 funding to purchase four (4) iStartSmart Computer Learning units for Early Head Start children and families residing in Lake Wales and Frostproof, Florida. Computers are an integral part of the world preschoolers are growing up in now. Many low income children are already behind expectations for their age at birth. The computers will capture child progress in 18 core skills areas automatically while they play. The iStartSmart system features progress monitoring References: tools for teachers who can use the information in planning individualized ins

- Lauretta B. Stephens, Farmworker Program Dir., FL Non Profit Housing, Inc. (863) 385-.2519
- 2. Mercedes Maturana, Goodwill Industries of Southwest FL, (863) 983-2774
- Crystal Prine, Commercial Banking Senior Client Mgr., Bank of America (863.413.8842

Please attach a copy of the organization's Articles of Incorporation, Mission Statement or Charter

For Office Use Only	
Approved by Board of Directors	Date:



# GUIDELINES FOR THE FUNCTIONING OF FLORIDA'S NATURAL GROWERS FOUNDATION, INC.

Attached is page one of the Articles of FNGF which includes Article III which describes the overall purpose for the formation of the Foundation and in general, the manner in which it is to be operated. But because of limits in the amount of funds that the Foundation foresees will be available, it is the policy of the Foundation to limit its activities to specific areas as described in these guidelines.

- 1. Gifts will be made to qualifying organizations within the same general areas in which Citrus World or its members operate, essentially the Central Florida Citrus Area.
- 2. The Foundation's contributions and support will be limited to charitable organizations specializing in the fields of health, education and youth.
- 3. From time to time but at least annually, the Foundation will review applications received from worthy causes, selecting those the Foundation believes should receive support. A form of application will be as developed from time to time by the Foundation but will include: the name and address of the applicant; a brief but clear description of the charitable field in which the applicant devotes its efforts; whether or not the applicant has been approved as a Section 501 (c) (3) organization or declared exempt from Federal Income tax pursuant to section 501 (a) of the IRC; a brief description of the manner in which the applicant intends to use the gift from FNGF if made and the benefits to be derived. With the application, the applicant must furnish a copy of its Articles or Charter wherein its organization is declared to be a non-profit charitable organization with no part of its funds allowed to be distributed to the benefit of any person not qualified under applicable IRS regulations', together with such other information as is required in the FNGF Application.
- 4. It will be the responsibility of the Board of Directors to approve the recommended donees and the actual amounts paid or to be paid to each..
- 5. Gifts to the "general funds" of qualified organizations will not be made. It is the Foundation's policy to restrict its gifts and support to specific objectives which will exclude "administrative"; "collection", "fund raising" and other such indirect costs. It is the objective of the Foundation to direct its resources to the fields specified above (health, education and youth) to reach as far as possible and to do the most good for a community or communities within the area.



# ARTICLES OF INCORPORATION OF FLORIDA'S NATURAL GROWERS FOUNDATION, INC.

A Florida Non-profit Corporation formed under Chapter 617 of the Florida Statutes

Article I Name: The name of the corporation shall be FLORIDA'S NATURAL GROWERS FOUNDATION, INC. hereinafter referred to as the "Foundation".

Article II Principal Office. The Street Address of the principal office of the Foundation shall be at 20205 Highway 27 North, Lake Wales, Florida 33853, and the mailing address shall be P.O. Box 1111, Lake Wales, Florida 33859.

# Articles III Purpose.

- A. The purpose for which this Foundation is formed, and the manner in which it is to be operated, is exclusively for religious, charitable, scientific, literary, or educational purposes, or to foster national or international amateur sports competition (provided that no part of this Foundation's activities shall involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals *provided*, *always* that no part of the net earnings of which inures to the benefit of any director, private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the U.S. Internal Revenue Code), and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- B. Notwithstanding any other provision of these Articles of Incorporation, the Foundation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. It is intended that transfers to the Foundation shall qualify for deduction under Sections 170, 2055 and 2522 of the Code, as amended, and that the Foundation shall be exempt from Federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code which is other than a private foundation by reason of being described in Section 509(a) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Foundation shall be limited accordingly.
- C. The Foundation shall have all powers conferred upon not for profit corporations organized under Chapter 617 of the Florida Statutes, as amended from time to time hereafter, and any successor provisions thereto hereafter enacted or amended, but shall exercise such powers only in fulfillment of its above stated purposes.

# 2015 – 2016 JP MORGAN/CHASE SETTLEMENT APPLICATION (RATIFY)

# **AGENCY CONTACT INFORMATION**

Name of Agency: Enter the name as it should appear on a contract.					
Agricultural and Labor Program, I	nc.				
Federal Emp	loyee Identification Number (FEIN):	59-1634148			
Agency Director:	Prefix (Mr., Ms., Dr., etc.)	Title: (	CEO		
Name:	Deloris Johnson				
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357		
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road				
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576		
E-Mail Address:	djohnson@alpi.org				
Performance Report Contact:	Prefix (Mr., Ms., Dr., etc.)	Title: (	CSBG/Economic Dev. Director		
Name:	PaHoua Lee Yang				
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357		
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road				
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576		
E-Mail Address:	pyang@alpi.org				
Financial Contact:	Prefix (Mr., Ms., Dr., etc.)	Title: [	Finance Director		
Name:	Dennis Gniewek				
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357		
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road				
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576		
E-Mail Address:	dgniewek@alpi.org				
Signature of Agency Director:	Dune John	_	<b>Date:</b> 8/31/2015		

# **PART 1: AGENCY INFORMATION**

List counties to be served: (indicate each county served or STATEWIDE for service to all counties)
Polk, Highlands, Hendry and Glades Counties
PART 2: PROJECT DESCRIPTION
The project description should clearly outline what will be done and by whom.
<ol> <li>Describe the scope of work the activities and/or services will be provided. (Responses below are limited to 1000 characters) Attach additional pages as needed.</li> </ol>
The settlement funds will be utilized to provide financial literacy and other related program services including but not limited to Crisis Intervention, Budgeting and basic financial management workshops and emergency services to assist families in managing debt to realized financial sustainability and Family se sufficiency.
2. Describe the deliverables for the project in quantifiable terms, including a minimum level of service. For example, indicate the total number of individuals that will be served and the total services provided, and detail monthly or quarterly expectations. Each deliverable must be related to the scope of work described in #1. (Responses below are limited to 1000 characters) Attach additional pages as needed.
Deliverables for the project will include a minimum level of services in the areas of Crisis Intervention, CSBG Family Self-Sufficiency and Budget and Financial Management, Emergency and Energy Assistance for a minimum of 170 unit of services. Services will be offered monthly for via the existing ALPI CSBG Service delivery system and sub-recipient providers in Polk, Highlands, Hendry and Glades counties.

Agency Name:	Agricultural and Labor Program, Inc.
PART 3: PERSONNEL BUDGET	
	sition to be funded from grant proceeds. In the explanation section indicate clude costs that are anticipated during the grant period. For example,
Position	Total Actual Cost
Client Services Specialist II	\$ 5,283
Subtotal	\$ 5,283
	osition @10 percentage of his/her time (17.65/hr plus fringe benefits) y of all the project services in the four designated counties including ing activities.

# **PART 4: CONTRACTUAL BUDGET**

For each contractual service listed, include a description of the service to be provided, the business name of the contractor, the cost per unit of service, and the estimated units of service to be used. Indicate in the narrative section how the number of services requested was determined. Also, give a description of a unit of service, e.g., a 60 minute unit of legal services, a 60 minute individual financial counseling session, a 90 minute training session. Attach additional page(s) if needed.

## **EXAMPLE - Budget Narrative:**

Budgeting Inc., will provide budgeting classes to students enrolled in afterschool program. It is anticipated that this service will be used approximately 5 times during the year.

Co	Contractual Services - Contracts for specialized services:						
Name of Business or Contractor		Cos	st Per Unit of Service	Estimated Units of Service		Total	
1	*See Below	\$	250.00	35	\$	8,750	
2	*See Below	\$	250.00	40	\$	10,000	
3	*See Below	\$	250.00	50	\$	12,500	
4	*See Below	\$	250.00	45	\$	11,250	
5					\$	-	
6					\$	-	
	Contractual			•••	\$	42,500	

#### **Budget Narrative:**

- Services including, Crisis Intervention, CSBG Family Self-Sufficiency and Budget and Debt Management Workshops, Emergency and Energy Assistance will also be delivered in **Polk County** via existing sub-recipient providers including but notlimited to **the Women's Resource Center and Center for Independent Living.**
- 2. Services including, Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt Management Workshops, Emergency and Energy Assistance will also be delivered in **Highlands County** via existing sub-recipient provider including butnot limited to **the Highlands County Coalition for the Homeless**.
- 3. Services including Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt management Workshops, Emergency and Energy Assistance will also be delivered in **Hendry County** via existing sub-recipient providers including but not limited to **the Goodwill Industries of Southwest FL and the Salvation Army.**
- 4. Services including Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt management Workshops, Emergency and Energy Assistance will also be delivered in **Glades County** via existing sub-recipient providers including but not limited to **the Goodwill Industries of Southwest FL and the Salvation Army.**

6. \*Allotted services per county was determined untilizing the US Census County Poverty percentage data.

5.

Αç	gency Name: _		Agricultural and Labor Pr	rogram, Inc.				
PA	PART 5: EQUIPMENT BUDGET							
this	Items included in this section must be furniture and/or equipment costing \$1,000 or more. If awarded funds in this category, prior approval is required before purchasing items. Provide a justification for the equipment purchase requests. Attach additional page(s) if needed.							
The inde	EXAMPLE - Narrative Response: The computer will increase the clients ability to acquire skills necessary to achieve financial literacy and independence. The cost listed above is for a complete computer package which includes the computer, monitor, software and printer.							
ALL	_ EQUIPMENT F	PURCHASES MUS	T BE PRE-APPROVED F	PRIOR TO THE ACTUAL PURCHASE				
Equ	uipment:							
Des	scription	Number	Cost Per Item	Total				
1				\$ -				
2				\$ -				
3				\$ -				
4				\$ -				
5				\$ -				
6				-				
J	Equipment Subtotal			\$ -				
Bud	dget Narrative:							
1.								
2.								
3.								
4.								
5.								
6.								

Agency Name: Agricultural and Labor Program, Inc.	
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# **PART 6: OTHER BUDGET ITEMS**

Please include any budget items or anticipated expenditure of grant fund not included in previous schedules.

Oth	ner Items:			
Des	scription	Number	Cost Per Item	Total
1	Office Supplies	1	\$ 2,820.00	\$ 2,820
2	Program Supplies	1	\$ 3,125.00	\$ 3,125
3	Local Travel	1	\$ 5,272.06	\$ 5,272
4				\$ -
5				\$ -
6				\$ -
	Other Items Subtotal		•••	\$ 11,217

# **Budget Narrative:**

1.	Office supplies including, printing paper, writing pens and pads, etc.
2.	Program supplies including Budget and Financial Management Workshop kits @ \$25.00 x 125 Kits.
3.	Local travel @ .445 per mile
4.	
5.	
6.	

**Agency Name:** Agricultural and Labor Program, Inc.

# PART 7: BUDGET SUMMARY

Budget Summary By Category - Provide the subtotal for each budget category. Amounts must be rounded to the nearest whole dollar.	TOTAL BUDGET
Personnel	\$ 5,283
Contractual Services	\$ 42,500
Equipment	
Other	\$ 11,217
TOTAL	\$ 59,000

ame:	Agricultural and Labor Program, Inc.	
1	Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors?	YES/NO No
	If yes, describe any and all family relationships that exist.	
2	Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or a current independent contractors in the following area?	
		YES/NO
	(a) Sale, purchase, exchange, or leasing of property?	No
	(b) Receiving or furnishing of goods, services, or facilities?	No
	(c) Transfer or receipt of compensation, fringe benefits, or income or assets?	No
	(d) Maintenance of bank balances as compensating balances for the benefit of another?	No
	If yes to any above, describe any and all interests that you are aware of at this time	9.
3	Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency?	YES/NO No

If yes, describe the nature of the debt.

Have any current board of directors, of	current agency principal office	rs,
current agency employees, or any cur	rent independent contractors	YES/I
misappropriated assets or committed agency?	other forms of fraud against t	ne No
If yes, describe the nature of the misa	ippropriation.	
By signing this form. I hereby certify the	hat the information contained	in this questionnaire is
By signing this form, I hereby certify the		
Dune John	8/31/2	
By signing this form, I hereby certify the signature Deloris Johnson		

# 2015 – 2016 REVISED AGENCYWIDE BUDGET

# The Agricultural and Labor Program, Inc. Fiscal Year 2015-2016 Agency Budget

REVENUES	FY 16	FY15
Head Start / Early Head Start (St. Lucie/Polk Counties)	7,284,907	7,284,907
ALPI Child Care Centers (St. Lucie/Polk Counties)	43,200	43,200
St Lucie County Early Learning VPK	867,528	867,528
USDA Food	1,189,748	1,159,571
Children's Services Council	84,599	84,599
Department of Economic Opportunity LIHEAP	4,555,571	5,037,562
Senior Connection Center, Inc. EHEAP	113,008	31,813
Department of Economic Opportunity CSBG	1,110,027	1,037,836
Department of Education EA/ET	60,000	50,000
Florida Non Profit Housing	47,053	47,470
H.U.D. Housing Couseling	13,447	12,964
ATEC	10,100	10,100
FACA/OAG	59,000	0
E-rate	151,032	129,681
Fund Raiser	23,000	23,000
Other	61,600	2,600
In-Kind / Cash Match	1,821,227	1,821,227
TOTAL REVENUE	17,495,047	17,644,058
EXPENSES		
Salaries and Wages	6,512,790	6,346,115
Fringe Benefits	1,653,341	1,565,582
Communications	175,240	204,606
Travel	108,702	154,481
Food	756,440	802,448
Rent and Utilities	503,232	565,157
Contractual Services	421,474	437,910
Materials and Supplies	710,981	731,756
Training	230,161	206,268
Grants, Subsidies and Contributions	3,983,765	4,243,006
Subcontractors	529,464	459,106
In-Kind	1,821,227	1,821,227
Other	88,230	106,396
TOTAL EXPENSES	17,495,047	17,644,058

# 2015 – 2016 PROPOSED HS/EHS COMMUNITY REPRESENTATIVES

# AGRICULTURAL AND LABOR PORGRAM, INC. HEAD START/EARLY HEAD START

2015-2016 PROPOSED COMMUNITY REPRESENTATIVES		
Ervin Valcin, RDH HANDS Pediatric Dental Program 3855 South US 1, Suite B, Fort Pierce, FL 34982 Telephone Number: (772) 342-1502	Mr. Valcin has been a member of the Policy Council for the last two-years; he is a Register Dental Hygienist of the HANDS of St. Lucie County Clinic. Mr. Valcin continues to provide services to the Head Start/Early Head Start children since the last five years. Mr. Valcin is one of the biggest supporters in providing services to low-income children and their families in the community. Therefore, Mr. Valcin will continue to be a great asset to the Policy Council and the program.	
Tom Peer Department of Children and Families District 19 - Licensing Supervisor 337 North US Highway 1, Benton Bldg. Fort Pierce, FL 34950 Telephone (772) 467-4184	Mr. Tom Peer has been a member of the Policy Council for the last two years; he is the District 19, Licensing Supervisor for the Department of Children and Families. Mr. Peer's commitment has been exemplary in the St. Lucie County community especially in the Child Care field; Mr. Peer serves in several committees that promote children's welfare. Mr. Peer has worked for the Department of Children and Families for several years. Mr. Peer's number one priority is "Promoting Children's Safety". Therefore, Mr. Peer will continue to be a great asset to the Policy Council and the program.	
Denise Sirmons Kids At Hope Coordinator 546 NW University Blvd., Suite 204 Port St. Lucie, FL 34986 Telephone (772) 871-5880	Ms. Sirmons was a member of the Policy Council for the 2014-2015 school year; she has been a committed and passionate supporter in the community. Ms. Sirmons continues working with the agencies and the school board promoting that all children are capable of success. Ms. Sirmons continues working with the management staff coordinating and facilitating community involvement. Therefore, Ms. Sirmons will continue to be a great asset to the Policy Council and the program.	
Felicia Sweeting-Harris Former Parent 3907 Avenue M, Fort Pierce, FL 34947 Telephone Numbers: (772) 448-8821 (772) 607-0774	Ms. Sweeting-Harris is a former Policy Council member. Ms. Sweeting-Harris continues to be an advocate of the program; she is committed to the organization. Therefore, Ms. Sweeting-Harris will continue to be a great asset to serve as a Community Representative on the Policy Council for the 2015-2016 school year.	
Board Representative	ТВА	

# **COMMITTEES' MEETINGS AGENDAS**

# PROGRAM PLANNING COMMITTEE MEETING



Corporate Office - Lake Alfred, FL September 25, 2015 7:00 p.m.

# **AGENDA**

#### I. CALL TO ORDER

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

II.

Vernon McQueen Antonia Jackson Chester McNorton Katie Clarke Dorothy Curry

# Al Miller, Staff Liaison

# ITEMS FOR DISCUSSIONS

- Review Y-T-D Grant Reports (See Tab 2)
  - Performance
  - Reimbursement
  - In-Kind Match
- CSBG Field Guide (See Tab 5)
- Proposed funding opportunities (See Tab 4)
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
     2015-2015 JP Morgan/Chase Settlement Application (Ratify)
  - 2015-2016 Revised Operating Budget
- Funding Opportunities (See Tab 5)
  - 2015-2016 CSBG Contract
  - · 2015-2016 CSBG Increase Spending Modification
  - · 2015-2016 LIHEAP Increase Spending Modification
- Head Start Performance Standards Policy Changes (See Tab 5)
- Review 2015 PIR's Head Start and Early Head Start (See Tab 2)
- Review programs' quarterly monitoring reports (See Tab 5)
  - FL DOE Monitoring Report

# III. ACTION ITEMS/RECOMMENDATIONS FOR BOARD APPROVAL

- Proposed Funding Opportunities
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
  - 20115-2016 JP Morgan/Chase Settlement Application (Ratify)

#### IV. ADJOURNMENT



# SPECIAL EVENTS COMMITTEE MEETING

Corporate Office - Lake Alfred September 25, 2015 7:00 p.m.

## **AGENDA**

#### I. CALL TO ORDER

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

Marva Hawkins, Chairperson

Patricia Gamble

Annie Robinson

Chester McNorton

Glenda Jones

**Dorothy Curry** 

Alexis Echeverria

Ruby Willix

Elizabeth Young, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- Identify 2015 Community Service Awards Recipients
  - Central Regional Advisory Council
  - Eastern Regional Advisory Council
  - Northern Regional Advisory Council
  - Southern Regional Advisory Council
- Identify Date & Venue for 2016 Annual Corporate Meeting & Luncheon
- Select 2016 Annual Meeting Theme

# III. ACTION ITEMS/RECOMMENDATIONS FOR BOARD APPROVAL

- 2016 Community Service Awards Recipients
- 2016 Date & Venue for Annual Corporate Meeting & Luncheon
- 2016 Annual Meeting Theme

#### IV. ADJOURNMENT

# The Agricultural and Laber Froguesi, Inc. Holping People: Cheeging Lives: Community Community Action. PARTNERS HIP AMBRICES POSSURY PROSTRUCT SATPONERS

# **BYLAWS COMMITTEE MEETING**

ALPI Corporate Office - Lake Alfred, FL September 25, 2015 7:00 pm

#### **AGENDA**

#### CALL TO ORDER

- A. Moment of Silence
- B. ALPI Mission Statement
- C. Roll Call
  - Lester Roberts
  - Katie Clarke
  - Gena Spivey
  - · PaHoua Lee-Yang, Staff Liaison

#### II. ITEMS FOR DISCUSSIONS

- A. Review Tripartite Board Membership and Meeting Attendance
- B. Review HS/EHS Policy Council election procedures/results
- C. Bylaws Amendment (June 27, 2015)
  - Article X Section 6
- D. 2015 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. Bylaws Proposed Amendments
  - Article X Section 6
- D. Certify 2015 Regional Advisory Councils' Roster

# IV. ADJOURNMENT

### **BYLAWS**

#### OF

# THE AGRICULTURAL AND LABOR PROGRAM, INCORPORATED

#### ARTICLE I - SCOPE

- Section 1 The name of this organization shall be The Agricultural and Labor Program, Incorporated. It shall also be known by its acronym: ALPI.
- Section 2 The Agricultural and Labor Program, Incorporated shall be incorporated under the laws of the State of Florida as a non-profit, tax exempt organization.
- Section 3 The Agricultural and Labor Program, Incorporated's Fiscal Year shall be from July 1 through June 30 of each year.

#### **ARTICLE II - PURPOSE**

- Section 1 The specific purpose for which this Corporation is formed is to assist agricultural workers, disadvantaged, disenfranchised persons and other interested members of the community and their family members in cooperatively meeting their needs for better health, education, social services, home life, economic opportunities and human relations. In furtherance of this purpose, the Corporation shall have all powers conferred by Chapter 617 of the Florida Statutes, including but not limited to the following powers: to provide research for the foregoing purposes; to provide advisory service to disadvantaged agricultural workers and disenfranchised people; to provide leadership training for those involved in service to agricultural workers disadvantaged and disenfranchised people; to develop projects and to aid and assist their furtherance; to provide and assist in the obtaining of suitable housing; to provide funds whenever possible for training and assisting targeted groups; to assist social service programs; to participate in, to the fullest extent practicable, all governmental programs as passed by the Congress of the United States of America; to acquire funds from any source for all of the foregoing purposes, such as foundations, state and federal agencies, corporations, but not limited to, in support of the foregoing purposes, and to expand the same with the full discretion of the Board of Directors and Executive Committee as created hereinafter on a non-profit basis; to create an Advisory Council in each of the four regions currently in operation, Southern, Eastern, Central and Northern, to ensure appropriate representation of the low-income community from CAA designated areas and to continue same in any new region that may be created for the purpose of aid and counsel to the Board of Directors; to participate in such charitable and philanthropic projects and activities as shall from time to time be feasible, and to do any and all manner of things as may be necessary to carry out the above activities in the State of Florida and such other states as the Board of Directors may determine.
- Section 2 In order to promote the purposes of this Corporation, it may acquire property by grant, gift, purchase, devise or bequest, and hold, mortgage and dispose of such property as the Corporation shall require for the benefit of the members and not for pecuniary profit.
- Section 3 The Agricultural and Labor Program, Incorporated may provide community, social and related services in any location approved by the Board of Directors and allowed by Law. Additionally, it shall serve as the Community Action Agency (CAA) for Polk, Highlands, Hendry and Glades Counties.

- Section 4 To do any and all other things necessary or proper to the achievement of any or all of the above purposes and to do any and all things permitted by non-profit organizations under and by virtue of the laws of the State of Florida.
- The foregoing provisos of this Article are to be construed as both objects and powers, and it is expressly provided that said objects and powers shall in no sense be limited by any other proviso of these Amended Articles of Incorporation, but shall be regarded as independent objects and powers, provided, however, that nothing herein contained shall be construed as authority to carry on business or exercise any power or undertake any act which may be inconsistent with Chapter 617 of the Florida Statutes, the CSBG ACT or in any way inconsistent with Section 501(c)(3) of the Internal Revenue Code of 1954.

### **ARTICLE III - DUTIES OF THE BOARD**

Section 1 The affairs of the Corporation shall be administered by a Board of Directors elected by the Corporation as outlined in these Bylaws. The Board shall have the responsibility of seeing that the purposes outlined in these Bylaws are achieved.

The Board is authorized and empowered to delegate and assign the task of administering and implementing its duties to an Executive Committee, whose actions and activities shall be at all times subject to limitation and direction by the Board of Directors.

- The Board 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 plan and shall be responsible for the supervision of all agents and employees of the Corporation. Additionally, the Chief Executive Officer 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.
- Section 3 The Board shall have fiduciary responsibility for all assets of the Corporation. Expenditures and disbursements of corporate funds may be made upon such terms as established by the Board.
- Section 4 The Corporation shall indemnify the members of the Board for all acts taken in good faith, within the scope of the Boards responsibility, and on behalf of the Corporation.
- Section 5 The Board shall be responsible for ensuring that the activities carried out under its direction are in conformity with its Bylaws and Articles of Incorporation and that its tax exempt, non- profit status is maintained.

# **ARTICLE IV - COMPOSITION OF THE BOARD**

Section 1

The Board shall consist of not less than nine (9) nor more than twenty-four (24) voting members. Total Board membership, in accordance with the CSBG Tripartite Requirement, shall be equally divisible by three (3) at all times. All Board members eligible to vote shall be identified by one of three designations. These are: (1.) Elected public officials; (2.) Low- income community representatives; and, (3.) Local business/other representatives.

# a. Tripartite Requirements:

- (1) Elected Public Officials One third (1/3) of all voting members shall be comprised of elected public officials selected by the ALPI Board of Directors. Of these members, at least one (1) each shall be from Polk, Highlands, Hendry, and Glades Counties. The remaining elected public officials shall be selected by the ALPI Board of Directors from counties wherein ALPI provides services and may include, but is not limited to, Polk, Highlands, Hendry, and Glades Counties. Upon a finding, as documented and recorded in the ALPI Board minutes, that no elected public official is willing to serve, the ALPI Board of Directors shall select an appointed public official for membership. The term of membership of any elected and/or appointed public official on the ALPI Board of Directors shall be two (2) years and may, at the sole option of the Board of Directors, be renewed in two (2) year terms thereafter. Said membership may be terminated in accordance with these Bylaws and the Articles of Incorporation of ALPI. All public officials may appoint a representative to serve in their place by providing a letter of such appointment to the ALPI Board of Directors and, annually thereafter, providing a letter reaffirming said appointment. If the appointed representative terminates from the Board for any reason, the public official shall resume her/his membership on the Board or may appoint a new representative for the balance of the term. In any case, an appointed representative may not serve on the Board for any time beyond the public official's membership. Regardless of the term of membership, any public official's membership (elected or appointed) on the Board of Directors shall end upon termination of their public position.
- (2) Low-income Community Representatives No fewer than one-third (1/3) of all voting members shall be comprised of individuals representing the low-income communities wherein ALPI provides services. These individuals shall be elected through the Regional Advisory Council election process as outlined in these Bylaws. A minimum of one (1) member shall be elected from Polk, Highlands, Hendry, and Glades Counties by the appropriate Regional Advisory Council. If no members are elected, an identified County, the Board of Directors will appoint a member from each County based on the recommendations of local community leaders and organizations.
- (3) Local Business/Other Representatives The remainder of the members of the Board of Directors shall be officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. These members will be appointed by the Board of Directors in accordance with the ALPI Bylaws and Articles of Incorporation. A minimum of one (1) member each shall be from Polk, Highlands, Hendry, and Glades Counties.

## b. Petitioning Procedures:

- (1) Any community organization, religious organization or representative group of the low-income community of Polk or Highlands Counties that believes its members to be inadequately represented on the Board may petition for adequate representation as follows:
- (2) The petition must be signed by fifty (50) members of the petitioning group or fifty percent (50%) of the bona fide members of that group or organization. These names shall be residents of the area, at least eighteen (18) years of age, and each person's residential address must be listed adjacent to his/her name.
- (3) Upon receipt of an acceptable petition, the organization or group shall be afforded a timely, informal and open hearing before the Board of Directors in order to have a full and fair opportunity to present their request for action to the Board.
- (4) If a petitioning group is granted a seat on the Board pursuant to such a hearing, that representative shall be properly seated at the next regularly scheduled Board meeting and afforded all rights and privileges of any other voting member of the Board. The membership of the Board will be adjusted and realigned, as necessary, to accommodate the increased membership and to maintain the proper ratio among elected officials; lowincome community representatives; and, local business/other representatives.
- (5) A written statement of the Board's action on all petitions shall be submitted to the petitioning group and a copy of that statement shall be sent to the State of Florida, Department of Community Affairs or its duly authorized successor.
- All Board members will be those persons who subscribed to the purposes of this Corporation and who shall have been elected or appointed to membership in accordance with these Bylaws. The membership of this Corporation shall include representatives of all groups as required by any guidelines or regulations of the federal, state, or local governments or by organizations from the private sector.
- No member of a Board Member-s immediate family shall serve as a Board Member during the same time as that Board Member. Immediate family is defined as follows: Husband, Wife, Mother, Daughter, Son, Father, Father-in-Law, Mother-in Law, Sister, Sister-in-Law, Brother, Brother-in-Law, Grandmother, Grandfather, Aunt, Uncle, Niece, and Nephew.
- Section 4 No employee of the agency may serve on the Board of Directors. Former employees must be out of service for at least three (3) years before becoming eligible to serve on the Board of Directors.
- At the Annual Meeting of the Regional Advisory Councils, those in attendance who have been validated to vote, shall elect the members of that region to serve on the Regional Advisory Council. Effective January 1, 2009, each Regional Advisory Council shall have one (1) representative serving on the Board of Directors of the Corporation. The one (1) representative must represent the targeted low-income community, and must have been an active member of the Regional Advisory Councils for at least two (2) years preceding her/his terms of office.

Each Board member, elected or appointed, shall serve a two year term on the Corporation's Board of Directors. Elections and appointments shall be made to allow for staggered two-year terms.

#### Amended:

At the Annual Meeting of the Regional Advisory Councils, those in attendance who have been validated to vote, shall elect a minimum of one low-income represent to serve on the Board of the Directors of the Corporation. Additionally, a minimum of one (1) representative shall be elected by the appropriated regional advisory council to represent the CSBG targeted communities including but not limited to Polk, Highlands, Glades and Hendry Counties. Each elected representative must have been an active member of the Regional Advisory Councils for at least two (2) years preceding her/his terms of office.

Each Board member, elected or appointed, shall serve a two year term on the Corporation's Board of Directors. Elections and appointments shall be made to allow for staggered two-year terms.

#### Section 6

The Board of Directors shall have the authority to appoint all members, except for the low-income community representatives who shall be elected by the Regional Advisory Council(s) provided, however, one member will be a representative of the Head Start Policy Council and one (1) member will be a representative of ATEC. The Head Start Policy Council member shall be designated as a low-income community representative and the ATEC Representative shall be designated as a local business/other representative

The Board of Directors may fill appointed member vacancies at any time; however, in order to fully comply with CSBG requirements, the Board may appoint all necessary members prior to October 1, 2007. Said appointments will include a designation as to the initial length of office for each appointment and identification of each member's representative group.

#### Section 7

Members of the Board of Directors may succeed themselves.

#### Section 8

The Board may, at its discretion, declare the office of a member of the Board vacant in the event such member shall be absent from three (3) regular Board Meetings unless such Board Member provides written notification to the Secretary of the Board after the second absence and said absence(s) are excused by the Board. Said notification must be submitted no later than seventy-two (72) hours prior to the scheduled Board meeting. If the member is unable to provide the requisite notice, the Chairman of the Board will have the authority to make the determination as to whether the absence is excused. Staff will notify the Board Member by letter of this impending action after the second absence.

#### Section 9

Any Board Member may be removed by a two-thirds vote of the Board, for cause, at any regular meeting thereof, provided the Board member is informed of the basis of the complaint against her/him in writing, at least seven days prior to the meeting and is given an opportunity at the meeting to respond to the allegations, prior to the Boards vote. Once removed, a member cannot be appointed or elected to the Board for a period of three (3) years from the date of removal.

#### Section 10

In the event of death, resignation or removal of any Board, her/his successor shall be replaced in accordance with these Bylaws and said new member shall then serve for the unexpired term of her/his predecessor.

#### Section 11

Committee Chairpersons shall be a Board Member and shall be selected by the Chairperson of the Board. Each committee shall have no less than three (3) members including its Chairperson.

- Section 12 Grace Miller is hereby designated as Board Members Emeritus and shall serve as a non-voting member of the Board of Directors.
- Section 13 Allowances and Reimbursements: No Board Member shall receive any compensation for any service that she/he may render as a Board Member. Members may be reimbursed for her/his actual expenses, including babysitting, travel, etc., incurred in the performance of her/his duties at the option of the Board.

### **ARTICLE V - MEETING OF THE BOARD**

- Regular meetings of the Board shall be held not less than four (4) times annually, inclusive of the annual meeting, at such place, date and hours as may be fixed by the Board. Notice of all meetings including committee meetings shall be provided to the public, not less than fifteen (15) days prior to such meeting, through press releases and/or phone calls to the wire services and other media, including local or regional newspapers. Any such notice will contain the time and place of the meeting and, if available, an agenda. If no agenda is available, the notice will include a summation of the subject matter of the meeting. Additionally, the notice will be prominently displayed in the area of the agency's offices set aside for that purpose.
- Section 2 All Board Meetings shall be open to the public unless exempt from Section 286.011, Fla. Stat.
- Special or emergency meetings of the Board shall be held when called by the Chairperson of the Board, or by any three (3) Board Members. Notice of all such meetings shall be provided in accordance with Article V, Section 1 of these Bylaws except that said notice will be provided not less than twenty-four (24) hours prior to such meeting.
- A quorum of the Board of Directors shall consist of at least one-half plus one of the then seated membership. The vote of a majority of the votes entitled to be cast by the members present at a meeting, at which a quorum is present, is necessary for the adoption of any matter voted on by the members, unless a greater proportion is requirement by law, the Articles of Incorporation or any provision of these Bylaws.
- The Board may, from time to time, create Committees which may be standing or ad hoc. The Chairperson of a Committee shall be appointed by the Board Chairperson, with the consent of the Board of Directors. Non-Board members may be selected to serve on Board Committees, but may not serve as chairpersons. No Board member may assign his/her voting responsibilities. Proxy votes of Board members shall not be allowed.
- All minutes of Board meetings will be transcribed and provided to the Board of Directors prior to any subsequent Board meeting. Upon request, the minutes shall be made available to the public.

- Board members may participate in a meeting of the Board of Directors or any Committee thereof by means of a conference telephone (teleconferencing) or any other communication equipment or device that allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at said meeting and shall not be deemed to be "vote by proxy".
- Section 8 All meetings shall be conducted in accordance with the most recent edition of "Roberts' Rules of Order."

# **ARTICLE VI - BOOKS AND RECORDS**

The Articles of Incorporation, Bylaws of the Board, and the books, records, and papers of the Board shall at all times, upon reasonable request, during working hours, be subject to inspection by any member of the Corporation, the public, or any other organization or governmental entity.

# **ARTICLE VII - OFFICERS AND THEIR DUTIES**

- Section 1 The Officers of the Board shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer, and such other officers as the Board may by resolution create.
- Section 2 The election of officers shall take place following the annual meeting of the Corporation, or as soon thereafter as reasonably possible.
- The officers of this Board shall be elected every two (2) years by the Board and each shall hold office for two (2) years unless she/he resigns, is removed or is otherwise disqualified to serve. Officers may be elected to succeed themselves. In any event, all officers elected at the corporation annual meeting shall hold office until their successors are elected and qualified.
- Any officer may be removed, for cause, by a two-thirds vote of the Board at any regular meeting thereof, provided that written charges against her/him shall first be presented to the Board, and the officer be informed of such charges and be given an opportunity to answer and refute such charges. Any officer may resign, by giving written notice to the Board, the Chairperson or the Secretary. Such resignation shall take effect on the date specified.
- Section 5 A vacancy in any office may be filled by election by a majority of the Board members present at a duly held meeting. The elected officer shall serve for the remainder of the term of the officer she/he replaces.

#### **Section 6** The duties of the officers are as follows:

- (a) Chairperson: The Chairperson shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The Chairperson will vote only in case of tie. The Chairperson is authorized to co-sign checks along with the Secretary or Treasurer and shall be bonded for same.
- (b) Vice Chairperson: The Vice Chairperson shall act in the absence of the Chairperson and shall exercise and discharge such other duties as may be required of her/him by the Board.
- (c) Secretary: The Secretary shall be responsible for seeing that the minutes of all meetings and proceedings of the Board, and of the Annual Corporation Meeting are kept; shall have the authority to co-sign with the Chairperson or Treasurer on all checks of the Board, shall be bonded and shall perform such other duties as required by the Board.
- (d) Treasurer: The Treasurer shall have the authority to co-sign with the Chairperson or Secretary all checks of the Board. Facsimile signatures shall be authorized in accordance with the Corporation's "Fiscal Management Policies and Procedures Manual." The Treasurer shall be bonded; insure an annual audit of the Board books is made by a public accountant at the completion of each fiscal year and at such other times as requested; and shall assist in an annual budget and a statement of income and expenditures to be presented to those in attendance at the meeting of the Board not less than four (4) times a year and at the Annual Meeting.
- Section 7 Code of Ethics All Board members shall comply with the Corporation's current "Code of Business Conduct" outlined in the most recent copy of the Corporation's "Board Policies and Procedures Manual" as well as the "Code of Conduct" outlined in the most recent copy of ALPI's "Fiscal Management Policies and Procedures Manual". This includes, but is not limited to, acceptance of gifts, payments, etc. At a minimum, each Board member shall sign a copy of the "Code of Business Conduct" prior to Board appointment.
- Section 8 Conflict of Interest In order to assure fair and unbiased business transactions, all Board members shall comply with the "Code of Business Conduct" provision contained in the Board "Policies and Procedures Manual and ALPI "Fiscal Management Policies and Procedures Manual

### ARTICLE VIII ANNUAL MEETINGS OF THE CORPORATION

- In January of each year, an Annual Meeting of the Corporation members will be held for the purpose of reporting the Board-s activities to the corporate membership; issuing a corporate financial report; installing Board members; and, conducting such other business as may be necessary to fulfill the organization-s mission.
- Notification of the meeting will be provided to interested members of the community residing in the area represented by the Corporation and to the corporate membership with notice of the meetings to be in accordance with Article V of these Bylaws.
- All Corporation members who have attained their majority, who qualify under Article III of the Articles of Incorporation of this organization, and who have been members at least ninety (90) days, who are in attendance at the meeting, shall be entitled to vote on the business affairs of the Corporation as specified in the Articles of Incorporation and the Bylaws.

### <u>ARTICLE IX - EXECUTIVE COMMITTEE</u>

- Section 1 The Executive Committee shall consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary and two (2) Board members that are recommended by the Chairperson and who are approved by the Board.
- The Executive Committee will be responsible for conducting the business of the Board when the Board is not in session and shall meet on a regular basis to facilitate and transact the business of the organization provided all such meetings shall comply with the notice requirements of Article V of these Bylaws.
- Section 3 The Executive Committee shall not have the non-emergency authority to:
  - a. remove an officer or director:
  - b. dispose of corporate assets valued in excess of \$100,000;
  - c. approve the corporate annual budget; or
  - d. remove, hire or discipline the Chief Executive Officer.

### ARTICLE X - REGIONAL ADVISORY COUNCIL

- Section 1 The Corporation membership shall be divided into four (4) regions: Southern, Eastern, Central, and Northern, with each region having a Regional Advisory Council. The regions shall be designated by the Board of Directors.
- Section 2 Regional Advisory Councils shall serve in an advisory capacity to the Board of Directors.
- Section 3 The Regional Advisory Council shall have a membership of not less than nine (9) nor more than twenty-four (24).

- No employee of the agency may serve on any Regional Advisory Council. Former employees must be out of service for at least one (1) year before becoming eligible to serve on any Regional Advisory Council.
- No member of a Council Member's immediate family shall serve as a Council Member of the same Regional Advisory Council during the same time as that Council Member. Immediate family is defined as follows: Husband, Wife, Mother, Daughter, Son, Father, Father-in-Law, Mother-in Law, Sister, Sister-in-Law, Brother, Brother-in-Law, Grandmother, Grandfather, Aunt, Uncle, Niece, and Nephew.
- Regional Advisory Council membership shall be for three (3) year periods. There shall be an annual meeting of the corporate membership in each of the four (4) previously identified regions. Said meeting will be held each year before the end of November. Those in attendance and who are entitled to vote shall elect eligible members to fill all vacant/new positions. All members shall be democratically elected as specified in the bylaws and the Board of Directors approved Regional Geographic Target Areas.

Once sworn-in as Regional Advisory Council members, they shall immediately elect their officers and their representatives to the Board of Directors. All Regional Advisory Council members elected to the Board of Directors shall be representatives of the low-income geographic target areas of said region. Regional Advisory Council officers may be elected as a low-income community representative if appropriate.

Amended: There shall be an annual meeting of the corporate membership in each of the four (4) previously identified regions. Said meeting will be held each year before the end of November. At each annual Regional Advisory Council meeting up to eight (8) persons shall be elected for three year terms. It is the intent of this provision to continue to provide for staggered three year terms with a total up to twenty-four (24) members for each Regional Advisory Council. Those in attendance and who are entitled to vote shall elect eligible members to fill all vacant/new positions. All members shall be democratically elected as specified in the bylaws and the Board of Directors approved Regional Geographic Target Areas.

Once sworn-in as Regional Advisory Council members, they shall immediately elect their officers and their representatives to the Board of Directors. All Regional Advisory Council members elected to the Board of Directors shall be representatives of the low-income geographic target areas of said region. Regional Advisory Council officers may be elected as a low-income community representative if appropriate.

- Section 7 If requested by the Board of Directors, the Regional Advisory Council shall recommend elected officials and local business/other representatives for consideration for appointment to the voting membership of the Board. The Board of Directors shall have the sole responsibility for making appointments of elected officials and local business/other representatives,
- Section 8 All other designated subsidiaries and affiliates of ALPI shall fully comply with and adhere to these Bylaws as well as all applicable Policies and Procedures.

### **ARTICLE XI RETIREMENT COMMITTEE**

- Section1 The Retirement Committee shall serve as the Retirement Plan Administrator of the organization's retirement plan.
- Section 2 The Retirement Committee shall consist of the Executive Committee of the Board of Directors.

- Section 3 Except as to those functions specifically reserved within the Retirement Plan to the Board of Directors and ALPI, the Retirement Committee shall control and manage the operation and administration of the Retirement Plan.
- A majority of the members of the committee at the time in office shall constitute a quorum for the transaction of business at any meeting. Notice of all meetings shall be given in accordance with Article V of these Bylaws. Any determination or action of the committee may be made or taken by a majority of the members present at any meeting thereof, or without a meeting by a resolution or written memorandum concurred in by a majority of the members then in office. No member who is a participant of this plan, however, shall vote on any question relating solely to himself.
- The Retirement Committee, subject to the limitations contained in the Retirement Plan and to such other restrictions as the Board of Directors may make, shall have the power and the duty to carry out the provisions of the Retirement Committee as to any question involving the general administration and interpretation of the Plan shall be final, conclusive and binding. Any discretionary actions to be taken by the committee by respect to the classification of the employees, participants, beneficiaries, contributions, or benefits shall be uniform in their nature and applicable to all persons similarly situated.
- The Retirement Committee may employ counsel, a qualified public accountant, a qualified actuary, a consultant and such clerical, medical and other accounting services as it may require in carrying out the provisions of the Plan or in complying with requirements imposed by ERISA and the Internal Revenue Code.

### ARTICLE XII - DISSOLUTION OF CORPORATION

Upon the liquidation, dissolution, or winding up of the corporation, whether voluntarily or involuntarily, the assets of the Corporation shall be distributed in the following manner:

- (A) All debts and liabilities of the Corporation shall be paid based on the availability of funds.
- (B) Property purchased with contractual funds will be disposed or in compliance with contractual guidelines.
- (C) If assets remain, any audited fund balances due to any governmental agency shall be returned to said agency or agencies.
- (D) Any and all assets remaining shall be distributed to those charitable, scientific, religious, and educational organizations qualifying as a tax-exempt organization in accordance with the Internal Revenue Code and as determined eligible by the Board of Directors.
- (E) No assets of the Corporation shall inure to the benefit of any officer, director, or individual of the Corporation upon dissolution.

### **ARTICLE XIII - AMENDMENTS**

- Section 1 These Bylaws may be amended by the Board of Directors at any regular meeting of the organization, after having given at least 21 days written notice of the proposed change to the Board of Directors.
- Section 2 Nothing contained in these Bylaws shall be in conflict with the Articles of Incorporation.

These Bylaws were amended By the Board of Directors at its' <u>June 27, 2015 meeting</u>

### RETIREMENT COMMITTEE MEETING



Corporate Office - Lake Alfred September 25, 2015 8:00 pm

### **AGENDA**

### I. CALL TO ORDER

- A. Moment of Silence
- **B.** Mission Statement
- C. Roll Call
  - William Holt, Chairperson
  - David Walker
  - Josephine Howard
  - · Marjorie Gaskin
  - Marva Hawkins
  - Katie Clarke
  - Attorney Jonathon Thiele
  - Deloris Johnson, CEO
  - · Christine Samuel, HR Director

### II. ITEMS FOR DISCUSSIONS

- A. Employer 2016 Retirement Contribution Proposal
- B. Mutual of American 403b Retirement Plan Service
- C. Retirement Program Audit and Management Letter

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

- A. Employer 2016 Retirement Contribution Proposal
- B. Mutual of American 403b Retirement Plan Service
- C. Retirement Program Audit and Management Letter

### **GOVERNMENT AFFAIRS MEETING**



Chain O'Lakes - Winter Haven September 26, 2015 9:00 am

### **AGENDA**

### I. CALL TO ORDER

- A. Moment of Silence
- B. Mission Statement
- C. Roll Call
  - · Josephine Howard, Chairperson
  - Antonia Jackson
  - Janet Taylor
  - · Patricia Gamble
  - Glenda Jones
  - · Constance Griffin
  - · Christine Samuel, Staff Liaison

### II. ITEMS FOR DISCUSSIONS

- 2016 Legislative Policy Agenda (TBD)
- Head Start Performance Standards Policy Changes (See Tab 5)

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

### MEMBERSHIP COMMITTEE MEETING



Chain O'Lakes - Winter Haven September 26, 2015 9:00 am

### **AGENDA**

### I. CALL TO ORDER

- A. Moment of Silence
- B. Mission Statement
- C. Roll Call
  - Patricia Gamble, Chairperson
  - Annie Robinson
  - Glenda Jones
  - Terry Wellington
  - · Cheryl Burnham, Staff Liaison

### II. ITEMS FOR DISCUSSIONS

- Corporate Membership Rosters for Advisory Councils' Annual Elections
- 2015 Regional Advisory Councils Membership Rosters (See Tab 5)

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

- Certify Corporate Membership Rosters for Advisory Councils' Annual Elections
- Certify Regional Advisory Councils Membership Rosters

### The Agricultural tend Luher Program, Inc. Holping Prople. Champing Lives. Action. PARTNERSHIP

### **BUDGET & FINANCE COMMITTEE MEETING**

Chain O'Lakes Complex - Winter Haven September 26, 2015 9:00 a.m.

### **AGENDA**

### I. CALL TO ORDER

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

Marjorie Gaskin

**Lester Roberts** 

David Walker

Josephine Howard

Vernon McQueen

Dennis Gniewek, Staff Liaison

Deloris Johnson, CEO

William Holt, Board Chairperson

### II. ITEMS FOR DISCUSSIONS

- Financial Reports (See Tab 3)
- Board Fundraising Report To-date (See Tab 2)
- Proposed Funding Opportunities (See Tab 4)
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)
  - 2015-2016 Revised Operating Budget
- FUNDING OPPORTUNITIES (See Tab 5)
  - 2015-2016 CSBG Contract
  - 2015-2016 LIHEAP Spending Increase Modification
  - 2015-2016 CSBG Spending Increase Modification
- 2015 Independent Audit Timelines (See Tab 5)

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

- Financial Reports
- Proposed Funding Opportunities
  - 2015-2016 Child Care Food Program Renewal (Ratify)
  - 2015-2016 DOE/NFJP Application Approval (Ratify)
  - 2015-2016 Senior Connection/EHEAP Amendment (Ratify)
  - 2015-2016 Florida's Natural Growers Application (Ratify)





### Florida Department of Health

### FY 2015-2016 Child Care Food Program (CCFP) Renewal Certification of Accuracy and Truthfulness

### Instructions:

- The authorized representative uses this form to certify that the CCFP online renewal submission(s) is true and correct.
- Complete this form, print, sign, scan, and upload a copy in the designated upload section for this form at the bottom of the contractor renewal screen (electronic signatures are not accepted).
- The person signing this form must be authorized to sign legally binding documents on behalf of the contracting organization. (i.e., Chief Executive Officer, Executive Director, Board Chairman/President, Majority Owner, or Delegated Authority)
- If this form is signed by a delegated authority, make sure to also upload the Delegation of Signing Authority form in the designated upload section for this form at the bottom of the contractor renewal screen.
- The signature date on this form must match or be earlier than the date of CCFP renewal submission.

CCFP Authorization Number:S-501
CCFP Contractor's Legal Name: The Agricultural and Labor Program, Inc.
By signing this form, I certify that all information submitted and uploaded as part of the CCFF online renewal process is true and correct.
Printed Name: Deloris Johnson  Signature:
Title: Chief Executive Officer  Chief Executive Officer, Executive Director, Board Chairman/President, Majority Owner, or Delegated Authority
Date:9/2/15

Organization	Name:	The Agricultural and Labor Program,	Inc
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AIII	BOIL	ation	III.	3-301

### Delegation of Signing Authority for the Child Care Food Program

is t des	he Board ( scribed, to d condition	s: entative may sign	n	(the Delegating Official, which ident or Majority Owner), delegate the authority herein(my representative), on the following terms ny documents pertaining to the Child Care Food			
2.	The desig	nated effective ti	me period of this o	delegation is as follows:			
:=::		For a prospective CCFP application	ve contractor, this on checklist <u>or</u> con ober 30, 2016 <u>or</u> u	delegation will be in effect from the date that the tract is signed, whichever date occurs earlier, ntil revoked in writing by the delegating official,			
	b. For a renewing contractor, this delegation will be in effect from the date that the CCFP Annual Information Update and Certification or contract amendment (when applicable) is signed, whichever date occurs earlier, through September 30, 2016 or until revoked in writing by the delegating official, whichever date occurs earlier.						
3. The authority delegated is not subject to sub-delegation without my prior and written consent.							
4.	and that I Program s	of the Child Care may be subject to	Food Program, the disqualification fi	ieve me of responsibility to manage and supervise nat I may be liable for repayment of funds received rom future participation in the Child Care Food n DOH for participation in the Child Care Food			
Dele	egating Off	icial		Acknowledged and agreed by Representative			
	nature (Dele	gating Official)	A	Signature (Representative)			
Nan	William Holt Deloris Johnson Name						
Во	ard Cha	irman		Chief Executive Officer			
Title	(Board Cha	airman, Executive ( jority Owner)	Director,	Title			
	/02/15			09/02/15			
Date	)			Date			

Save Print Preview

### Contractor Information

S- 501

Region: C

RPS: 6

Fiscal Year: 2015 Termination Date:

Add'l Doc. Required: ADR Reason:

Legal Name: AGRICULTURE/ LABOR PROG. INC. D/B/A: AGRICULTURE/ LABOR PROG. INC.

A. Please answer the following questions:

Yes No

1. Will your organization enter into any less-than-arms-length transactions or other potential conflicts of interest during the upcoming fiscal year? What does this mean?

Yes No

2. Is your organization a non-profit entity or non-federal governmental entity that expended \$750,000 or more in federal funds during its most recent fiscal year?

If yes, your organization must meet the requirements of 2 CFR Part 200.501 (formerly OMB A-133).

### B. Read each statement below and check to certify that your organization meets the following requirements:

- In the contractor, its principals (for example owners, directors, managers, board members, superintendents, food service directors, food program managers and food service accountants), all staff performing CCFP duties, and any of its sponsored sites and their principals are not currently on the USDA National Disqualified List.
- 2. The list of any publicly funded programs in which the contractor and/or its principals have participated in the past seven years is current.
- 3. The contractor and its principals have not been determined ineligible for any other publicly funded programs due to violation of that Program's requirements in the past seven years.
- No principals of the contractor have been convicted of any activity that occurred during the past seven years that indicated a lack of business integrity.
- 5. The contractor is currently compliant with the required performance standards of financial viability and management, administrative capability, and program accountability as described in 7 CFR §226.6 (b)(2)(vii).
- 6. The contractor has not been a party to any unreported less-than-arms-length transactions or other potential conflicts of interest during the past 12 months.
- 7. The contractor's program manager (the person identified in #3 on the CCFP application) has taken all required annual renewal training(s) and catering training, if applicable.
- Key contractor staff and any sponsored site site staff (if applicable) have attended mandatory
  program training prior to program participation and at least annually thereafter.
- 9. All CCFP Information that has changed since submission of the contractor's initial CCFP application and any subsequent updates have been submitted to DOH for approval. The last approved versions of the following forms are up to date, or updated versions are uploaded below for DOH approval:
  - Application (to review, click on Application on your MIPS menu above)
  - Site Information (to review, click on site name or Sites on your MIPS menu above)
  - Compensation Plan for Labor Costs

- Board of Directors Certification

- Supplemental Budget for Special Cost items

- Budget and Management Plan

10. The Conflict of Interest and Ethics Statement most recently submitted remains current and in effect.

NOTE: Any organization or individual that provides false information is subject to applicable civil or criminal penalties, disqualification from the CCFP, and placement on the USDA National Disqualified List.

Printed Name: DELORIS JOHNSON

Position Title: CEO/EXEC DIRECTOR

▼ Date Submitted: 7/23 /2013

Download Certification of Accuracy and Truthfulness | Choose File | No file chosen

File Name: Uploaded Date: User:

Download Delegation of Signing Authority Choose File No file chosen

File Name: Uploaded Date: User:

Upload All Other Updated Documents | Choose File | No file chosen

File Name: Uploaded Date: User:

Save

Submit

Approver Username (HQ Policy Specialist): Date:



### Child Care Food Program COMPENSATION PLAN FOR LABOR COSTS

ORGANIZATION NAME: The Agricultural and Labor Program, Inc.	_ AUTHORIZATION #:	S-501
<b>General Information:</b> Labor Costs include all forms of compensation earned and cash or non-cash, for personal services. Child Care Food Program (CCFP) labor cost (operational) and administrative staff performing CCFP duties. In accordance with c), CCFP labor costs may be charged to the program (i.e., paid for with CCFP reimbreasonable, allowable, correctly allocated, and properly documented. Part of the repolicies for each category of compensation that will be charged to the CCFP.	sts are those incurred for food FNS Instruction 796-2, Rev. 4 oursement funds) if they are n	service (VIII I 23 necessary
Will the organization charge labor costs to the CCFP (i.e., use CCFP funds	to pay for program labor	costs)?
NO, skip to page 5 and complete the signature block.		
YES, read the instructions below before completing the rest of this form.		
Instructions:		
1. Read each question and mark either YES or NO. All 10 questions must be	answered.	
2. If you mark <u>NO</u> , skip to the next question.		
<ul> <li>a. Read each policy listed for the question.</li> <li>b. If a policy matches or is very similar to your organization's policy, or policy is very similar and you want to make it match your policy exinitial the changes.</li> <li>c. If your organization's policy is significantly different from the one(seed section AND attach a copy of your policy. If you do not attach a copy of your policy and therefore CANNOT be Budget, nor can your organization charge those costs to the CCFP.</li> <li>d. Any policy marked with a "A" indicates that a Supplement form will also be required. If attaching your own policy(s), it is for Special Cost Items form will be required, depending on the conditional conditions.</li> </ul>	actly, you may write in minor  i) on the form, check the last laby of your policy, that categor included in your organization  tal Budget for Special Cost also possible that a Supplement	changes and box in that bory of labor 's CCFP
4. Complete the signature area on page 5.		
If the organization has a personnel, human resources, or employee manual/policy(	s); submit a copy(s) along wit	h this form.
<ul> <li>Will regular employee compensation, such as salaries and wages, be on NO, skip to question #2.</li> <li>YES, check each applicable policy(s) below (A, B, and/or C) if it is the organization's policy.</li> <li>A. Child Care Food Program Policy for Salaries and Wages</li> <li>The organization identifies 1) position title; 2) rate of pay; 3) payment schoor yearly; and, 4) work day hours for employees whose salaries/wages will</li> </ul>	nization's policy(s), or check D	klv. monthly.

(whichever is applicable).

is provided to the Bureau of Child Care Food Programs, either as part of the CCFP Management Plan or Budget

	Salaries and wages of all new employees, quoted at hourly, weekly, or monthly rates, are established when making an offer of employment and approved by management. Each employee's salary or wages are formally reviewed annually and adjusted based upon the results of each employee's performance appraisal. New hires, terminations, pay rate changes, voluntary payroll deductions, and court-ordered payroll deductions are approved in writing by management. Copies of all such authorizations are retained in each employee's personnel file. Management promptly notifies the payroll clerk (or appropriate staff) of all hires, rate changes, dismissals, and employee separations. Master personnel records are maintained of each active employee and of past employees for the prior five (5) years, and as required by the CCFP contract.
	Additionally, the organization identifies 1) position title; 2) rate of pay; 3) payment schedule – hourly, weekly, biweekly, monthly, or yearly; and, 4) work day hours for employees whose salaries/wages will be charged to the CCFP. This information is provided to the Bureau of Child Care Food Programs, either as part of the CCFP Management Plan or Budget (whichever is applicable).
	C. Child Care Food Program Policy for Special Compensation
	<ul> <li>Special compensation includes:         <ul> <li>Payments to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof for CCFP services performed</li> </ul> </li> <li>Stipends to compensate board members for the costs of attending corporate meetings when CCFP business is conducted</li> <li>A substantial increase in the organization's level of compensation to an individual or all employees funded from CCFP reimbursements</li> <li>Excess funds from an institution's nonprofit food service account used for increases in salaries or fringe benefits to improve food service operations, principally for the benefit of participants</li> </ul>
	Special compensation, as described above, is projected for each applicable individual, and included in the annual CCFP budget.  Special compensation requires prior written approval to be charged to the CCFP. A Supplemental Budget
	for Special Cost Items form must be completed and submitted with the budget.
	<ul> <li>D. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:</li> <li>A Supplemental Budget for Special Cost Items form may be required.</li> </ul>
2. <u>V</u>	Vill employee overtime pay be charged to the CCFP?
Ľ	NO, skip to question #3.
	YES, check the policy below (A) if it is the organization's policy, or check B and attach the organization's policy.
	☐ A. Overtime Pay Policy for Fair Labor Standards Act (FLSA) Non-Exempt Personnel 🎉
	All regular employees, other than those exempted from FLSA, are entitled to overtime premium pay at the rate of time-and-a-half for all hours worked in excess of forty (40) hours in the seven (7) day period from Sunday to Saturday. Time taken off for vacation, holidays, sick leave, and other excused absences is not to be considered in calculating the total hours worked. Authorization for all overtime is obtained from each employee's supervisor. In compliance with the FLSA Record Retention policy, the organization retains the following records for at least three (3) years: employee's name, home address, occupation, sex, and hours and days of work. Overtime pay is projected for each FSLA-eligible CCFP employee, and included in the annual CCFP Budget.
	Overtime pay requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.
	B. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:  A Supplemental Budget for Special Cost Items form must be
\#-	completed and submitted with the budget.
江江	his symbol indicates that a Supplemental Budget for Special Cost Items form is required.

Page 2 of 5

I-048-07

Revised 6/2015

Wage and Salary Administration Policy (including salary changes)

(N	ote: Compensatory time for FLSA-Exempt employees be charged to the CCFP?  The compensatory time is paid time off in place of paid overtime. Federal and state labor laws exempt certain employees in receiving overtime compensation. Some organizations provide compensatory time for exempt employees.)
	NO, skip to question #4.
	YES, check the policy below (A) if it is the organization's policy, or check B and attach the organization's policy.
	TES, check the policy below (A) in it is the organization's policy, or check b and attach the organization's policy.
	A. Payment of Compensatory Time Policy
	All FLSA-exempt personnel receiving supervisory authorization for overtime are to record the overtime worked on their time sheets or proper documentation. For special projects or assignments, management may authorize compensatory time. Payment of authorized compensatory time is projected for each FLSA-exempt CCFP employee, and included in the annual CCFP Budget.
	Compensatory time requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.
	B. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:  A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.
4.	Will holiday pay for employees be charged to the CCFP?
7.7	NO, skip to question #5.
	YES, check each <u>applicable policy(s)</u> below ( <u>A and/or B</u> ) if it is the organization's policy, or check C and attach the organization's policy.
	A. Standard Holiday Pay Policy
	The following state and/or federal holidays may be granted with pay to all eligible full-time or part-time employees. Management determines when any department or operation will be closed in observance of a holiday. Employees who work on a holiday observed by the organization shall be granted equal time off on another day elected by the employee, with agreement by Management.
	New Year's Day – January 1 Columbus Day – second Monday in October
	Martin Luther King Jr. Day – third Monday in Jan. Veteran's Day – November 11
	President's Day – third Monday in Feb.  Thanksgiving Day – fourth Thursday in Nov.
	Memorial Day – last Monday in May Friday after Thanksgiving – fourth Friday in Nov.
	Independence Day – July 4 Christmas Day – December 25
	Labor Day – first Monday in Sept.
	If applicable, list below <u>any additional paid holidays</u> (other than those listed above) that will be charged to the CCFP:
	Good Friday, First Before Easter; Christmas Eve
	B. Policy Regarding Holiday Pay for Work Performed on a Non-Work Holiday
	A NON-WORK holiday occurs when the date of an observed holiday falls on a staff person's regular day off. Holiday pay for work performed on a non-work holiday(s) is projected for each applicable CCFP employee, and included in the annual CCFP Budget. Such work must be necessary to perform essential CCFP functions.
	Non-work holiday pay requires prior written approval to be charged to the CCFP. A Supplemental Budget for Special Cost Items form must be completed and submitted with the budget.
	☐ C. The organization's policy is attached. If including your policy manual, list the pages that identify the policy:

 $\chi \chi$  This symbol indicates that a Supplemental Budget for Special Cost Items is required.

٥.	441	n empi	oyee paid	leave belieffts	be charge	led to the CCFP?
		NO, sk	ip to quest	ion #6.		
		YES, c	heck the po	olicy below (A) if i	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.		nefits for Eligible I		
		are cor various	isor and, w nsistent for	here appropriate, all eligible emplo	with Mana yees. Such	e taken after or as they are earned, with the approval of the employee's nagement approval. Leave must be paid based on established rates that ch leave benefits include, at a minimum: annual leave, sick leave, and ry, civil, conference, educational, voting, family, disability, and
		□ B.	The orga	nization's policy is	attached.	. If including your policy manual, list the pages that identify the policy: A Supplemental Budget for Special Cost Items form may be required.
(No	dis ote:	<b>ability,</b> Only th	medical,	dental, and oth r paid portion of e	er types o	irance premiums for accident, life, death and dismemberment, of employee insurance premiums be charged to the CCFP? insurance premiums are allowable, not the portion paid by/payroll
	_	7	ip to quest			
		YES, c	heck the po	olicy below (A) if i	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.	Insurance	Premiums Paid b	y the Orga	ganization for Eligible Employees Policy
		compa regulat	nies recogr ory industr	nized by the Florid ry standards. Mar	la Office of nagement i	iployees will be paid by this organization at established rates to of Insurance Regulation ( <a href="www.floir.com">www.floir.com</a> ), and in accordance with other review and approval complies with all insurance industry requirements. In any employee insurance policy.
		В.	The organ	nization's policy is	attached.	<ul> <li>If including your policy manual, list the pages that identify the policy:</li> <li>A Supplemental Budget for Special Cost Items form may be required.</li> </ul>
7.	Wil on	ll empl	oyee retir of the em	ement benefits, ployee, be char	such as p	pension plans or other types of retirement contributions made he CCFP?
		1	ip to quest			
		YES, c	heck the po	olicy below (A) if i	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.		nt Program Eligibil		
		All full- eligible	time, regu to particip	lar employees and late in the retirem	l others me ent plan.	neeting specific employment criteria as established by Management are
		B.	The orga	nization's policy is	attached.	<ul> <li>If including your policy manual, list the pages that identify the policy:</li> <li>A Supplemental Budget for Special Cost Items form may be required.</li> </ul>
(No	ote:	The em	iployer's sh	are of federal, sta	ate, and lo	axes be charged to the CCFP?  ocal employment taxes, such as Social Security withholding tax, and employee's share of such taxes.)
		NO, sk	ip to quest	ion #9.		
		YES, c	heck the p	olicy below (A) if i	t is the org	ganization's policy, or check B and attach the organization's policy.
		<b>■</b> A.	Employm	ent Taxes Policy		
		approp	riate autho	s are made in acc prities. Such taxes fits upon which th	are record	with required payment schedules, using forms as required by the rded in the same manner (cost or accrual), and at the same time as the sare based.

Revised 6/2015

	B. The organization's policy is attached.	<ul> <li>If including your policy manual, list the pages that identify the policy:</li> <li>A Supplemental Budget for Special Cost Items form may be required.</li> </ul>
(Note: Ince	nployee incentive payments or award entive payments or awards given to impro acation leave are unallowable costs.)	rds be charged to the CCFP?  ove employee performance, and/or paid in any form other than cash or
-	, skip to question #10.	
YES	5, check the policy below (A) if it is the org	ganization's policy, or check B and attach the organization's policy.
	A. CCFP Incentive Payments and Award	ds Policy 🍂
(add sugg requ	ditional vacation leave of reasonable value gestion was implemented. Except for awa uired for the costs of an incentive paymen	the employee receiving the incentive payment (cash) or award le) performed actual CCFP labor/services, or a CCFP employee wards of minimal value (\$100 or less), specific prior written approval is nt or award given to an employee. Payment of incentive awards is e, and included in the annual CCFP Budget.
Em <sub>l</sub> Sup	ployee incentive payments or awards plemental Budget for Special Cost Items f	Is require prior written approval to be charged to the CCFP. A form must be completed and submitted with the budget.
		. If including your policy manual, list the pages that identify the policy: A Supplemental Budget for Special Cost Items form must be
com	pleted and submitted with the budget.	Œ.
10. Will en (Note: Seve	mployee severance pay be charged to erance pay is payment, in addition to regu	to the CCFP? ular compensation, to a terminated employee).
■ NO,	, complete the signature area below.	
YES	s, check the policy below (A) if it is the org	rganization's policy, or check B and attach the organization's policy.
	A. Severance Pay for CCFP Funded Emp	ployees Policy 💥
relai func payi <b>Not</b> mus	tions agreement. Management reviews e ded by the CCFP, severance pay may be o ments (if known) are projected for each a te: If potential severance payments are u	uired by our employer-employee agreement, by law, and any labor each case and makes a determination. If the employee's position is charged to the program with specific prior written approval. Severance applicable CCFP employee, and included in the annual CCFP Budget. Unknown at the time of original budget submission, a budget amendment sudget for Special Cost Items form, and approved before the cost is
Sev Spec	rerance pay requires prior written ap cial Cost Items form must be completed a	pproval to be charged to the CCFP. A Supplemental Budget for and submitted with the budget.
		. If including your policy manual, list the pages that identify the policy:  . A Supplemental Budget for Special Cost Items form must be
	npleted and submitted with the budget. 2	
<b>近 This sy</b>	mbol indicates that a Supplemental I	Budget for Special Cost Items form is required.
Du	me Johnson	Chief Executive Officer
Signature of	f Authorized Employee	Title
Deloris John		09/02/2015
Printed Nam	ne	Date



### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE: 400

10-24-87

REVISION:

09-25-02

### **COMPENSATION MANAGEMENT**

### **400 COMPENSATION MANAGEMENT**

### I Purpose

To advise on compensation issues and concerns.

### II Policy

Pay sufficient salaries to attract suitably qualified applicants for job openings as funds are available.

Salary increases will be granted annually based on the availability of funds.

Supplemental compensation will be provided for any employee who acts temporarily in a higher-graded, vacant position following an initial period of thirty days.

### III Procedure

### **Definitions**

### A Minimum Wage

The starting pay for entry level Grade 1. This salary may exceed that established by the Federal Department of Labor.

### B Starting Pay

Base or minimum step of the salary grade of the assigned position.

### C. Base Salary

The annual pay amount which excludes all bonus and incentive dollars.

### D. Increments

One to three steps above the base or minimum step for starting pay assigned a position.

### E Temporary and Substitute Pay

The first step of the approved entry level of the position assigned

### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE: 400

### REVISION:

10-24-87 09-25-02

### COMPENSATION MANAGEMENT

### F Salary Structure

The formal salary ranges for the agency or job family.

### G Classified Pay Plan

Staff have met the minimum requirements for hire and are paid based on their incoming qualifications. Includes all positions except instructional personnel.

### H Instructional Pay Plan

Personnel hired meet at least the minium qualifications of the position. Includes teachers and five levels of pay. Employee's salary is adjusted each time he/she meets a new qualification criteria.

### 1. Minimum Pay Step

The beginning or minimum step established for instructional personnel will be based on prevailing market rates.

The starting pay is based on the educational preparation of applicants selected for job openings.

Teacher I Child Development Associate - State

Teacher II Child Development Associate - National

Teacher III Associate's Degree

Teacher IV Bachelor's Degree non-certification

Teacher V Bachelor's Degree w/certification

### I Reallocation

A reclassification of a position to a higher salary grade based on an increase in the duties and responsibilities for a job.

### J Re-adjustment

A change in salary resulting from a survey of the market or reclassification.

POLICY NO:

EFF. DATE: REVISION:

09-01-92 09-25-02

405

### SALARY INCREASES

### **405 SALARY INCREASES**

### 1 Purpose

To pay sufficient salaries to attract suitably qualified applicants for job openings.

### II Policy

Salary increases will be granted annually based on the availability of funds.

All eligible employees will receive an annual increase effective July 1.

To be eligible for an annual salary increase, an employee must have exemplified satisfactory or above average performance in all areas, and completed the probation period.

Employees are entitled to only one annual increase per calendar year.

An employee shall not serve more than 12 months without a performance evaluation. An increase will be awarded upon his/her anniversary date for satisfactory performance.

When a proposed annual base salary increase will place the salary above the maximum pay range, the salary will be frozen.

### III Procedure

### A **Probationary Status**

An employee determined not to be eligible for an annual increase because of an extended probation period shall have the right to make a written request for a subsequent evaluation up to 90 days following the last annual evaluation.

### 1 Non-retroactive pay

If during the extended probation period, the employee shows satisfactory improvement, he/she shall be eligible for a non-retroactive annual increase.

### B Completion of Probation

Employees who have completed probation will be considered for a salary increase effective July 1, following the satisfactory completion of the probationary period whether the probation was for 3, 6, or 12 months.

### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: EFF. DATE

405

REVISION:

09-01-92 09-25-02

### 405 SALARY INCREASES

### C Promotion

Only one annual salary increase shall be granted per calendar year, however, an employee promoted within the calendar year may exceed the amount of the annual increase award.

### 1 Minimum Rate

When an employee is promoted to a position which is classified in a higher pay grade, he/she shall be given a salary increase to at least the minimum rate for the class to which he/she is promoted. The salary increase shall be effective the day the employee begins the new position.

### D Acting Pay Status

The Chief Executive Officer may approve a temporary ten-percent (10%) increase in salary for an employee assigned additional responsibilities greater than his/her normal duties for ninety (90) days. The request must be approved prior to assignment to "acting status." The employee may act for thirty days before an The Chief Executive Officer must approve any additional requests to extend time beyond the initial ninety days up to six months.

### 1 Recruitment to Fill Vacancy

The Human Resources Director shall recruit to fill vacant positions temporarily under acting status. The acting employee shall compete for the position if interested.

2 An employee shall not be placed in acting status as a trial period to determine his/her suitability for a position.

### E Reallocation (Reclassification)

The employee's base compensation shall be increased at least to the minimum of the new class when his/her position is reclassified to a higher salary grade, which is based on an increase in job duties and responsibilities.



POLICY NO: 410 EFF. DATE: 09-0 REVISION: 09-2

09-01-92 09-25-02

### **BONUS PAY FOR PERFORMANCE**

### 410 BONUS PAY FOR PERFORMANCE

### I Purpose

To maintain a system that recognizes and compensates eligible employees individually and/or collectively for exemplifying above average job performance that enhanced the financial and programmatic stature of the agency.

### II Policy

A one-time bonus performance pay will be granted to employees based on the availability of funds for employees who have completed one full year of employment without any disciplinary infractions during the evaluation period.

### III Procedures

Each year all grant applicants include a five (5%) annual personnel salary increase for eligible employees. Available funds from the annual increase pool and other fund sources may be used for bonus pay.

### A. Bases for Awards

To become eligible for bonus pay for performance, an employee must have met his complete probation period; demonstrated above average job performance will measurable results in the management areas below.

- Program, agency-wide and/or departmental goals and objectives that enhanced the finances and credentials of the agency (i.e., NAEYC, Head Start Quality, Goal Seal Certification, etc.)
- Individual performance goals and objective enhanced the finances and credential of the agency (i.e., NAEYC, Head Start Quality, Goal Seal Certification, etc.)

### B. Department Director Recommendations

Department Directors will recommend all eligible employees to the Chief Executive Officer for approval. The CEO will recommend eligible employees to the Head Start Policy Council (when applicable) and the Board of Directors for approval.

### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: 410 EFF. DATE 09-0

REVISION:

09-01-92 09-25-02

### 410 BONUS PAY FOR PERFORMANCE

### C. One to Three Percent Award

Bonus pay for performance will equal one to three precent of the annual base salary for eligible department employees for the preceding year. The Executive Committee will recommend all department employee bonuses to the Board of Directors for approval.

### D. CEO Recommendations

The CEO will recommend to the Board Executive Committee the names of department directors deemed eligible for bonus pay for performance at the completion of the award period. The Executive Committee will recommend all department director bonuses to the Board of Directors for approval.

### E. Board Executive Committee Recommendations

The Board Executive Committee will recommend to the Board any bonus performance pay for the Chief Executive officer which will be made at his/her evaluation.

### F. Award Limits

The Chief Executive Officer and the department directors will receive a bonus pay for performance not to exceed five percent of said employee's base salary.

### G. Group Awards

Each department director and management staff shall identify no more than twenty-five (25%) of his/her subordinate employees for bonus pay, and shall rank each based on pay increments approved by the Board of Directors annually.



### AGRICULTURAL & LABOR PROGRAM, INC. POLICIES AND PROCEDURES MANUAL

POLICY NO: 505

EFF. DATE: 10-24-87

**REVISION:** 09-25-02 07-01-06

01-09-07

### **ANNUAL LEAVE**

### 505 ANNUAL LEAVE

### Purpose

Annual leave is granted to regular full-time employees as defined in Policy 290, and based upon each employee's length of continuous service with ALPI.

### II. Policy

Annual leave is accrued during the probationary period as defined below:

Department Directors will be eligible to use up to 4 days of accrued annual leave upon completion of 30 days of employment.

Other exempt personnel will be eligible to use up to 2 days of accrued annual leave upon completion of 30 days of employment.

Non-exempt personnel will be eligible to use up to 1 day of accrued annual leave upon completion of 30 days of employment.

An employee leave record will reflect accrued and used time within a fiscal year, that is July 1 through June 30.

Annual leave is to be requested at least 5 working days in advance.

Annual Leave accrued within a fiscal year must be used by the end of that fiscal year. Any accrued annual leave not used within the defined fiscal year period will be forfeited.

Employees will not receive pay in lieu of annual leave upon separation from employment.

Employees are required to use the Leave Request Form when requesting leave for vacation, sick, jury duty, personal, medical etc.

### Deloris C. Johnson Chief Executive Officer

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

ADMINISTRATION & OPERATIONS QUALITY CONTROL DIVISION **ADMINISTRATION SERVICES** Budget & Finance

**Human Resources** Operations and Quality Control IT/Computer Support & Marketing

COMMUNITY SERVICES & ECONOMIC DEVELOPMENT DIVISION

**CSBG Services** Service Areas: Polk, Highlands and Hendry Counties

Farmworker Emergency Services Service Areas: Statewide

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

**Housing Counseling Services** Service Area: Polk County

Training and Employment Services Service Area: Volusia County

**ALPITechnical 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

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

### **MEMORANDUM**

TO:

All ALPI Employees

FROM:

Christine Samuel, Human Resources Director

SUBJECT:

2015 Holiday Calendar

The following holidays will be observed in 2015:

Holiday	Date Observed
New Year's Day	January 1
Dr. Martin Luther King's Birthday	January 19
Good Friday	April 3
Memorial Day	May 25
Independence Day	July 3 & 6
Labor Day	September 7
Veteran's Day	November 11
Thanksgiving	November 26 & 27
Christmas	December 24 & 25
Personal Holiday	Selected by Employee

To be eligible for observed holidays, an employee must be a regular full-time or regular part-time employee and employed 30 days prior to the holiday(s). To be eligible for the Personal Holiday an employee must have been employed on or before the first working day in January 2015.

cc: Deloris Johnson, CEO

































The Agricultural and Labor Program, Inc. Helping People. Changing Lives.

PARTNERSHIP

AMERICA'S POVERTY FIGHTING NETWORK

POLICY NO: 585

EFF. DATE: 11-01-94

REVISION:

### RETIREMENT PLAN

### RETIREMENT - 403(b) PLAN 580

### 1 Purpose

It is the intent of the Agency to provide financial support through an employer defined benefits contribution plan.

The ALPI has chosen initially to use an age-weighted compensation Plan to favor the older employee given that the retirement plan was implemented in 1994, twenty-five years after its inception.

### 11 Policy

The ALPI Retirement Plan shall become effective July 1, 1993 to provide participating employees with additional retirement benefits from discretionary employer contributions and by affording employees with an opportunity to have a portion of their salary disbursed directly into the plan.

The Plan is a discretionary contribution plan qualifying under Section 403(b) of the IRS Code.

### III Procedure

**Definitions** 

Age of Eligibility for Retirement Funds

59 1/2

Plan Year

July 1 and ending June 30

### **Participant**

An employee who becomes eligible to join the Plan whether or not he elects to make a deferred salary contribution or not

POLICY NO: 585 EFF. DATE 11-0

11-01-94

### RETIREMENT PLAN

### **Vestment Date**

July 1 following one year of employment

### A. Eligibility

Regular full-time or part-time agency employee

- 1. On the first day of the calendar month following the employee's hire date employees 21 or older may join the retirement plan.
- 2. Temporary or substitute personnel are not eligible to participate.
- Dependents are not eligible to participate.

### B. Vesting

An employee 21 or older is vested July 1, who has completed one-year of full-time employment.

Employee contributions are 100% vested immediately.

### C. Employer Contributions

Employer contributions begin July 1, for employees 21 or older who have completed one-year of full-time employment.

### D. Employee Contributions

An employee may elect to make a salary reduction agreement with ALPI to reduce compensation and to have ALPI contribute the amount of the reduction to the plan.

- 1. An employee may contribute annual deferrals up to \$11, 000 total, or
- 2. 331/3 percent of the employee's eligible income.

### E Plan Type

The ALPI has a 403(b) Tax Sheltered Annuity Plan for the benefit of employees.

- Employees control their own investments and make their own investment decisions.
- 2. Employees have the capability to transfer account balances among plan investments daily.

### RETIREMENT PLAN

POLICY NO: 585 EFF. DATE 11-01-94

### F. Insurance Company Using Employer Discretionary Contributions

Great-West Insurance Company, Denver, Colorado, is on contact with ALPI to manage retirement funds .

### G. Type Funds Used

ALP has an annuity contract and mutual fund shares.

### H. Forms

Forms are used to enroll, authorize salary reductions, assign and change beneficiaries, borrow, withdraw, or roll over funds.

- Deadline Dates for Filing Forms
  - Enrollment forms for newly vested employees must be completed before December 1 annually.
  - Salary Reductions Agreement forms authorizing pay roll deductions must be signed and approved by the Plan Administrator prior to payroll ending date closest to deduction start date.

### I. Procedure for Making Changes in Contributions

A Salary Reduction Agreement form is used for making changes in contributions, i.e., terminating or increasing the amount. The form must be signed and approved by the Plan Administrator prior to payroll ending date.

### J. Distributions

Employees have several options for receiving distributions without penalty. A distribution may be released at age 591/2, upon termination, retirement, or death. Partial distributions are available such as loans or hardships, with restrictions.

### K. Beneficiaries

Beneficiaries designated by the employee on official forms supplied by the plan administrator will be acknowledged upon death of the employee.

(See Summary Plan Description and Plan Document for current benefits details)

## Florida Department of Health

BOARD OF DIRECTORS CERTIFICATION Child Care Food Program

for private, nonprofit organizations)

S-501

Authorization Number

The Agricultural and Labor Program, Inc.

Organization's Legal Name (must match legal name listed on CCFP application)

1. I certify that this board is in compliance with all applicable state statutes and rules regarding governing boards of corporations.

2. I certify that, as a private, nonprofit organization holding federal tax-exempt status, the board meets the following criteria:

Board members do not vote on decisions regarding their own compensation or that of a related party.

Minutes of board meetings are recorded and made available for review to the Department of Health, Bureau of Child Care Food Programs upon request. The board provides independent oversight and has authority to hire and fire the organization's Executive Director/Chief Executive Officer/ President.

Less than and not equal to 50% of the board has a direct and/or indirect financial interest in the activities of the organization. Financial child participating in the CCFP through the organization, individual receiving any type of compensation or benefits from the interest includes but is not limited to: ownership or investment in the organization, employee of the institution, parent of a organization.

organization is/will be participating in the Child Care Food Program as an independent child care center/site or sponsor of affiliated child care centers/sites; however, if participating as a sponsor of unaffiliated child care centers/sites/day care homes, no board member is Less than and not equal to 50% of the board is related by blood or marriage to the organization's personnel or to each other if the related by blood or marriage to the organization's personnel or to each other. I certify that the listed individuals on the following page(s) constitute the full board of directors of the nonprofit corporation listed above, the organization that is contracting with the Florida Department of Health, and that this board is responsible for Child Care Food Program 3

4. I understand that the submission of false information to the Department of Health is grounds for termination from, or denial of participation in, the Child Care Food Program.

09/02/2015

Date

		1	1	The second secon	The second second	
Signature of Organization's Board Chair/ President, Chief Execu	ition's l	Soard	Chair/	President,	Chief	Execu
or Delegated Authority	>					

tive Officer,

Deloris Johnson, Chief Executive Officer

Print Name

**Revised 6/2015** 

The Agricultural and Labor Program, Inc. Organization Name

Page 1 of 3

I-029-12

### Instructions:

Complete table 1 below for each board officer, and table 2 on page 3 for the remaining board members (if any).

Per Florida Statutes, a board of directors must consist of at least three people.

You may attach a separate list of board members and required contact information, but you must still complete the Financial Interest and Family Relationship columns for each member and sign this form.

The mailing address in Table 1 must be for each board officer, not for the organization. Each address must contain a city, state, and ZIP code. List yes or no (y or n) to certify the financial interest and family relationship status of each member in columns E and F below in table 1, and columns B and C in table 2.

See guidelines in #2 on page 1 regarding allowable percentages of board members with financial interest and/or family relationships.

### Table 1- Board Officers

ے						
(G) Date of Birth	09/02/1946	12/24/1948	09/13/1945	06/26/1944		
(F) Family Relationship (Y/N)	no	no	00	no	20	no
(E) Financial Interest (Y/N)	no	no	по	по	OU	ОП
(D) Phone Number	(772) 562-8377	(772) 286-1469	(863) 422-0875	(772) 464-0243	(863) 676-4800	(863) 227-0535
(C) Full Mailing Address	4129 57th. Avenue Vero Beach, FL 32967	10 SE Central Parkway Ste 225 /Stuart, FL 34994 (772) 286-1469	2711 Orchid Drive Haines City, FL 33844	1511 N. 21st. Street Ft. Pierce,FL 34950	748 Hunt Street Lake Wales,FL 33853	P. O. Box 925 Moore Haven, FL 33471
(B) First and Last Name of Board Officer	William Holt	David Walker	Josephine Howard	Marjorie Gaskin	Annie robinson	Annessa Chilous
(A) Position Held on Board	Chairman or President	Vice Chair or Vice President	Secretary	Treasurer		

Table 2- All Other Board Members (attach additional pages if necessary)

(A) First and Last Name of Board Member	(B) Financial Interest (Y/N)	(C) Family Relationship (Y/N)
Marva Hawkins	no	ОП
Antonia Jackson	no	ОП
Ruby Willix	no	ou
LaVita Holmes	no	OU
Dorothy Curryn	по	ou
Lester Roberts	no	ОП
Janet B. Taylor	no	ОП
Patricia Brown	no	по
Patricia Gamble	no	по
Vernon McQueen	no	on
Katie Clarke	no	по
Glenda Jones	no	OL OL
Alexis Echeverria	по	ОП
Chester McNorton	no	no

## Projected Earnings Worksheet - FY 2015-16

Auth # and/or Organization Name:

S-501 The Agricultural & Labor Program, Inc.

Requires User Input	Automatically Calculates
Please Answer these Questions	stions
Enrollment	
9//	Number of children eligible for free meals
	Number of children eligible for reduced meals
	Number of children eligible for non-needy meals
9/1	Total number of enrolled children (a+b+c)
Average Attendance per Day	ay
	(Cannot exceed total number of enrolled children)
Days Operating	
22	Total number days operating (per month)
12	Total number months operating per year
Put a "Y" in each category that applies:	that applies:
`	Claiming Breakfast ?
	Claiming Morning Snack?
>	Claiming Lunch?
>	Claiming Afternoon Snack?
	Claiming Supper?
	Claiming Evening Snack?
Total Number of Meals Ser	Total Number of Meals Served in One Month to Eligible Children
(Number of Operating Day	(Number of Operating Days x Average Attendance per Day)
17072	Breakfast
0	AM Snack
17072	Lunch
17072	PM Snack
0	Supper
0	Evening Snack

Rates	S
July 1, 2015 - June 30, 2016	une 30, 2016
Breakfast:	
Free	\$1.66
Reduced	\$1.36
Non-Needy	\$0.29
Lunch/Supper:	
Free	\$3.07
Reduced	\$2.67
Non-Needy	\$0.29
Snacks:	
Free	\$0.84
Reduced	\$0.42
Non-Needy	\$0.07
Cash-in-Lieu:	\$0.2375

# Now the Worksheet will do the Calculations (password protected - read only) 1) Calculation to Determine Percentage

Divide the number of eligible children in each category by the total number of children enrolled.

. Number free	9//	/ total enrolled	9//	11	100.00%
. Number reduced price	0	/ total enrolled	776	II	%00.0
. Number nonneedy	0	/ total enrolled	277	11	%00.0
		Total Percenta	de:		100.00%

# 2) Calculation to Determine Free/Reduced Distribution for each Meal Type

Multiply the category percentages calculated in step 1 by the number of meals served for each meal type.

Multiply that answer (the free/reduced distribution) by the current reimbursement rates.

Breakfast Ca	Category %		# Meals Served		# of Meals by Category		Rate	Reimbu	Reimbursement Amount
a. Free %	1.000	×	17072	11	17072	×	\$ 1.66		28,339.52
b. Reduced Price %	0.000	×	17072	11	0	×	\$ 1.36	8	
c. Nonneedy %	0.000	×	17072	H:	0	×	\$ 0.29	8	
Total Number of Breakfast Claimed					17072			49	28,339.52
Lunch/Supper					# of Meals		Rate	Reimbu	Reimbursement Amount
a. Free %	1.000	×	17072	II	17072	×	\$ 3.07	-	52.411.04
b. Reduced Price %	0.000	×	17072	11	0	×	\$ 2.67	· <del>69</del>	
c. Nonneedy %	0.000	×	17072	n	0	×	\$ 0.29	€9	,
Total Number of Lunches and Suppers Claimed	p				17072			69	52,411.04
Snacks					# of Meals		atc a	- dailo	tanomo tromostidad
a. Free %	1.000	×	17072	II	17072	×	\$ 0.84		14 340 48
b. Reduced Price %	0.000	×	17072	11	0	: ×	\$ 0.42	<b>→</b> 65	01:01:01:01:01:01:01:01:01:01:01:01:01:0
c. Nonneedy %	0.000	×	17072	11	0	×	\$ 0.07	· 69	
Total Number of Snacks Claimed					17072			s	14,340.48

minodities Reimpurst	ment				
a. Lunch	17072	×	0.2375	н	\$4,054.60
b. Supper	0	×	0.2375	11	\$0.00
					\$4,054.60

Total Projected Meal Earnings for One Year	1,141.

rejected Commodity Heimbursement for One Month	\$4,054.6
ojected Commodity Reimbursement for One Year	\$48,655.20

Sponsor Administrative Cap	s	171,163.87
The Sponsor Administrative Cap does not apply to independent contractors	ndent c	contractors

\*PLEASE NOTE: The cash-in-lieu-of commodity payments received by an institution shall be used only to purchase food products that are produced in the United States for use in the program. Institutions must maintain sufficient records to document the proper use of these payments.

### Florida Department of Health Child Care Food Program MANAGEMENT PLAN

(For Sponsors of Affiliated Child Care Centers, Afterschool Meals Programs, and Homeless Children Nutrition Programs)

Authorization Number:	0	sı	oonsoring Or	ganization Name					0			
*** The green areas require your	input. The wellow areas	- 				w.cononous	authrows					
*** The green areas require your	input. The yellow areas v	viii auto-populate b	ased on the	information you p	rovide in the	green a	areas.			-		
Instructions: List all amployage w	he perform each of the fell	nuing required admi	1. Requir	red Administrat	tive Duties							
Instructions: List all employees w completed by multiple employees.	Ensure that the Program N	lanager is listed for t	he duties he/s	es. Each duty musi she performs.	t be completed	by at li	east one sta	aff mem	iber. List all employ	ees ne	ecessary for	the job duties
Job Duty	Employee Nar	ne		Job Du	ty			Employ	ree Name			
Administrative Oversight	Elizabeth Your	ng		Trainin	9		Hilda W	alker &	Elizabeth Young			
Bookkeeping Checking and Approving	Tanya Montgom	ery		Financial Man	agement			Elilzabe	th Young			
Menus	Hilda Walker			Monitori	ng	-	Hilda W	alker &	Elizabeth Young	8		
Compiling Claim Data	Hilda Walker			Technical Ass Classifying F			Hilda Wa	ker & T	anya Montgomery			
Checking and Filing Claims  Determining Site Eligibility	Hilda Walker	E 139125		Reduced Meal Ap Maintaining Er	ops (S Only)			Hilda	Walker			
(A Only)	Hilda Walker			Roster (S				Hilda	Walker			
11.19.79.19.19												
				ive Salaries/Be								
Instructions: Complete columns A actual number of annual hours wor	k-E for each employee liste ked by each employee, ho	d above. <u>All employed</u> wever this number m	ees listed in #	1 must be listed in d 2,080 which is th	this table. Plea e maximum nu	ise not	e that the n	umber ours for	of hours listed in co a full time position.	lumn E	E can be red	uced to reflect the
Complete columns F-G only if char	ging salaries for the emplo	vees listed. Column	H will calcula	ate the allowable a	mounts of salar	ries an	d henefits ti	nat can	he charged to CCE	P fund	ds based on	each employee's
percentage of time worked on the o	CCFP. The total administr	ative costs charged t	o the CCFP c	annot exceed 15%	of projected o	r actua	I meal reim	bursem	ents.			
Columns I and J document the allot that will be paid with CCFP funds. the PEW, and must match the amo to be charged (I) is calculated in co	The amount in column I ca ount listed on the budget fo	innot be more than t r administrative sala	he amount list ries and bene	ted in column H. The fits in the CCEP For	he total amoun	t listed he diffe	in column I	cannot	exceed the 15% special exceed the 15% special allowable sa	onsor	administrati	ive cap listed on
(A)	(B)	(C)	(D)	(E)	(F)		(G)		(H)	1	(1)	(J)
Employee Name	Position Title	Hours per Month Spent on CCFP	# of CCFP Operating Months per Year	Total Annual Hours Worked for Employer	Total Ann Salary		Annu Insuran Other Be Costs Pa Emplo	ial ce & enefit aid by	Total Annual Salary & Benefits Allowable to Charge to CCFP	Am	rojected ount to be rged to the CCFP	Amount to be Charged to Other Funds (Column H minus Column I)
Elizabeth Young	Director	28.8	12	346	\$ 8	3,242	s	22 520	¢ 446.696		14.004	. 404.054
Tanya Montgomery	Office Supervisor	28.8	12	346		3,675	S	33,528	\$ 116,635 \$ 33,636		14,984	
Hilda Walker	Food Services Coordinator	51.2	12	614		7,440	Salt Land	14,094	\$ 51,568	July 3	10,858	
		0	0	2080	s		\$		s -	\$		s -
	B. Walter	0	0	2080	s		s		s -	s		s -
		0	0	2080	\$		s	7,6	s -	\$		\$ -
		0	0	2080	s		s		\$ -	s		s -
		0	0	2080	s		s	ň.,	\$ -	\$		s -
		0	0	2080	s		S		s -	s	<i>7</i> .	\$ -
		0	0	2080	\$	-	s		s -	\$	<u> </u>	s -
		0	0	2080	s		S	1.	s -	\$		\$ -
		0	0	2080	\$		S		\$ -	\$	F.,	s -
		0	0	2080	S		S	-	\$ -	\$	-	s -
		0	0	2080	S		S	•	s -	S	20 S	\$ -
	Share Alexander	0	- 0	2080	\$		\$		\$ -	\$	The same	\$ -
Note: Transfer the co	olumns I and J totals to t	ne applicable colun	nns on the Ad	dministrative Sala	ries & Benefit	s row	of the Bud	get>	TOTAL \$ 201,839		FP Funds 31,904	Other Funds \$ 169,935

Authorization Number:		0		Sponsoring Organization	on Name:	0	
	Instru	ctions: Mark "Yes" or "I	No" for guestic	**************************************		ete the remaining questions as spe	cified
3. The sponsor conducts MO						yes NO	omou.
A yes answer indicates that	the spons	soring organization, at a r	ninimum, condu	ucts unannounced CCFP m	nonitoring reviews as follows:		
Each new site is reviewed     Each existing site is review     Follow-up reviews are con-	ved three	times yearly with not mor	e than a six-mo	onth lapse between reviews nd/or identifying areas of n	i. If using review averaging, coroncompliance.	ntractor meets review averaging requi	rements.
How many sites do you o	currently s	ponsor? 7					
5. MONITORING STAFF - 0	Complete	this section only if you	r organization	sponsors 25 or more site	es or if you anticipate sponso	ring 25 or more sites during this fis	cal year.
on-site reviews, planning th desk reviews of claim docum to table 2, column C). The	e review : nentation. percentag	schedule, travel for revie . For each employee liste ge of each employee's m	ws, supervisor, d, indicate the onitoring time	y oversight of monitors, wr number of hours per month will auto-calculate in colun	iting review reports, follow-up re a spent on monitoring in column	column B. Monitoring activities inclueviews, pre-approval visits, househol C, and the total monthly hours spent TEs performing monitoring activities sites.	d contacts, technical assistance, and on the CCFP in column D (refer back)
Α.			В.		C,	D.	Ē.
Employee Name		Descriptio	on of Monitorin	ng Activities	# of Hours per Month Spent on Monitoring*	Total Hours per Month Spent on CCFP (should be the same number of hours listed in table 2, column C)	% of Monthly CCFP Hours Spent Monitoring
							#DIV/0I
							#DIV/0!
							#DIV/0!
							#DIV/0I
							#DIV/0!
				TOTAL =	0	Number of FTEs =	0.00
one FTE monitor for not me	ore than 8	35 sites. An FTE equals	one staff year	(2080 hours) or a staff mo	nth (173.33 hours) and could b	e one full time staff person who mon	toring, there should be approximately itors full time; two half time staff who two each spending 30% of their time
6. The sponsor completes to	raining on	all required topics at lea	st once a year.	YES Yes	NO		
Claim Review &	Meal Patte ount Proce Submissi rsement \$	ern Requirements edures ion Procedures System		Recommended Training • Food Safety & Sanita • Nutrition Education	tion		
*** No	te: A sign	in sheet and agenda mu	st be maintaine	d for each training session			
7. The sponsor REVIEWS / 8. List the Florida address(s				ce. YES Yes	] NO		
300 Lynchburg Road / Lake	Alfred, F	L 33850					
	1	Λ .	certify that a	all information on the	Management Plan is true a	and correct.	
Signature of Authorized Em	nployee	) Maris	>	man		Date	9/2/2015
		September 1					
Printed Name		Deloris	Johnson			Chief I	Executive Officer

# Florida Department of Health Child Care Food Program Budget

(for use by Sponsors of <u>Affiliated</u> Child Care Centers, Afterschool Meals Programs, and Homeless Children Nutrition Programs)

## Refer to the instructions and definitions on page 3 before completing this form.

Authorization #: S-501	Organization Name: The	Agricultural	and	Labor	Program,	Inc	
Name of Budget Preparer(s)							

## 1. Complete the table below to document your projected food program costs. Use whole dollars only, no cents.

FOOD SERVICE (OPERATIONAL) COSTS	CCFP FUNDS (List amounts)	NON-CCFP FUNDS (List amounts)	CATEGORY TOTALS (CCFP + Non-CCFP Funds)
Food Purchases*	784,180		784,180
Food Service Labor and Benefits	254,339		254,339
Non-Contracted Purchased Services	18,350		18,350
Non-Food Supplies	12,332		12,332
Food Service Equipment	5,850		5,850
Transportation	20,000		20,000
Other (Includes Special Cost Items)  Describe: Indirect Cost	32,938		32,938
FOOD SERVICE (OPERATIONAL) COST TOTALS	<b>\$</b> 1,094,989	\$	\$ 1,094,989
ADMINISTRATIVE COSTS	CCFP FUNDS (List amounts)	NON-CCFP FUNDS (List amounts)	CATEGORY TOTALS (CCFP + Non-CCFP Funds)
Administrative Salaries and Benefits	40,771		40,771
Non-Contracted Purchased Services	16,544		16,544
Training	8,000		8,000
Travel	10,000		10,000
Rent and Utilities	10,915		10,915
Office Supplies	3,250		3,250
Other (Includes Special Cost Items)  Describe: Indirect Cost	5,280		5,280
ADMINISTRATIVE COST TOTALS Administrative costs cannot exceed 15% of total projected earnings	\$ 94,760	\$	\$ 94,760
BUDGET TOTALS	CCFP FUNDS** \$1,189,749	NON-CCFP FUNDS \$	GRAND TOTAL*** \$ 1,189,749

<sup>\*</sup> It is recommended that food purchases equal or exceed 50% of the CCFP Funds Total.

**NOTE:** Additional documentation may be requested to determine if projected costs are necessary, reasonable, and allowable.

Revised 8/2015

<sup>\*\*</sup> The CCFP Funds Total must equal the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

<sup>\*\*\*</sup> This amount must equal or exceed the amount of "Projected Earnings Rounded for use in the Budget" on the PEW.

Check the source(s) of funds your organization has available to pay for potential over claims of CCFP reimbursement or other unallowable costs (choose at least one):  □ Tuition/Fees 🛎 Savings/Checking □ Credit/Loan □ Donations □ Other (describe):			
FOR DOH USE ONLY:			
Approval Signature (Regional Program Specialist)	Date		

Revised 8/2015

# 2015 – 2016 DOE/NFJP APPLICATION APPROVAL (RATIFY)



#### State Board of Education

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

June 30, 2015

Pam Stewart Commissioner of Education

Rod Duckworth, Chancellor Division of Career and Adult Education

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

RE: 2015-2016 National Farmworker Jobs Program (NFJP) Project, TAPS 16B001: #755-4056A-6CFJ1 – \$60,000

Dear Ms. Johnson:

The Florida Department of Education (FDOE) has received your agency's application for the above project. The application has met the requirements as stated in the "Conditions for Acceptance" section of the Request for Application for the NFJP Statewide Emergency Assistance program. Your agency's application has undergone a budgetary and programmatic review and is determined to be in substantially approvable form at the allocated amount of \$60,000.

The project contact(s), as identified on your submitted DOE 100 form, will be notified if additional information is required. Upon completion of the application coordination process, and approval by FDOE, your agency will receive the official Project Award Notification (DOE 200).

If there are questions regarding the status of this project, please contact Mario Zuniga, at 813-224-1920 or via email at <a href="mario.zuniga@fldoe.org">mario.zuniga@fldoe.org</a>.

Sincerely.

Mario Zuniga, State Director

Farmworker Career Development Program Bureau of Grants Administration and Compliance Career and Adult Education Division

MZ/ab

CC:

Al Miller

Cheryl Burnham Dennis Gniewek Peggy Allen

## **EHEAP CONTRACT AMENDMENT**



8928 Brittany Way Tampa, Florida 33619-4306 (813) 740-3888 (813) 623-1342 [Fax]

## **LETTER OF TRANSMITTAL**

TO:	Deloris Johnson, CEO, The Agricultural and Labor Program, Inc.		
FROM:	Phil Hollister, Director of Contracts and Quality Assurance		
DATE:	September 15, 2015		
SUBJECT:	EH-15/16-ALPI Amendment 001		
0=11=141	☐ Reg. Mail ☐ Certified ☒ Standard ☐ Priority		
SENT VIA:	☐ Hand Delivered ☐ VIA E-mail ☐ VIA FAX		
Enclosed her	rewith please find the following:		
⊠ Contract(s	s) – One (1) signed copy for your records.		
Contract(s) for your signature – Please return two (2) signed copies.			
☐ Attestation Statement(s) – One (1) signed copy for your records.			
Attestation Statement(s) – Please return one (1) signed statement(s).			
Other -			
Should you have any questions or require additional information, please contact me at (813) 740-3888 ext. 5589.			
Thank you, Phil Hollister Director of C	ontracts and Quality Assurance		
Enclosure(s)			



August 31, 2015

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

### Re: Notice of Reduction in 2015-2016 EHEAP Funds

Dear Ms. Johnson:

Senior Connection Center, Inc. (SCC) has approved a reduction in 2015-2016 Emergency Home Energy Assistance Program (EHEAP) funds for The Agricultural and Labor Program, Inc. in the amount(s) shown below. This reduction is the result of a statewide decrease in EHEAP funding, and has been allocated according to the current approved funding formula.

EHEAP – Administration	(\$2,205.00)
EHEAP – Outreach	(\$2,929.00)
EHEAP – Benefits	(\$11,621.00)
EHEAP - Weather Related Supply/Shortage	\$2,513.00
Total EHEAP	(\$14,242.00)

Please note that the reduction has been partially offset by the award of Weather Related Supply/Shortage funding, which has been allocated according to the current approved funding formula. These funds cannot be used until the Department of Economic Opportunity releases them. Also, please note that there are numerous wording changes included in this amendment. Please review these changes carefully.

Enclosed are two (2) copies of your amendment. Please sign, date and return both copies of the amendment to Phil Hollister, Director of Contracts and Quality Assurance. If you have any questions concerning this amendment, please contact Phil at extension 5589.

We appreciate your efforts in providing these important services to elderly consumers, and your assistance in processing this amendment.

Sincerely,

Charlotte K. McHenry

Chalotto X. Male

President/CEO

cc: Phil Hollister, Director of Contracts and Quality Assurance

Enclosure(s)

## 2015-2016 EHEAP Contract – Amendment 001 Summary of Changes

#### Contract Section:

8(3) Subcontractors and Vendors

#### Attachment I Section:

- 1. Program Acronyms
- 4. Statement of Purpose
- 5. Statutory Authority
- 6. Scope of Service
- 7. Incorporation of Program materials
- 8. Major Program Goals
- 9. Individuals to be Served
- 10. Service Tasks for Consumer Outreach
- 11(4)(j) Service Tasks for Coordination of Program Partners and Stakeholders
- 12(4), (5), (6), (11), (12) Service Tasks for Benefit Eligibility Determination
- 13. (Introductory Paragraph) Service Tasks for Benefit Disbursement
- 14. Service Unit Measurement and Deliverables
- 16. Records and Documentation
- 20(2) Program Guidance and Technical Assistance
- 22(1), (11), (12) Request for Payment Invoices
- 23(3), (4) Remedies for Nonconforming Services
- 24. Financial Consequences

### Attachment III, Budget Summary:

Amounts and Notes

THIS AMENDMENT, entered into between Senior Connection Center, Inc., hereinafter referred to as the "agency", and <u>The Agricultural and Labor Program Inc.</u>, hereinafter referred to as the "subrecipient", amends Contract No. EH-15/16-ALPI.

The purpose of this amendment is to:

- 1) decrease Section 3, Contract Amount, by \$14,242.00;
- 2) decrease Section 5, Source of Funds, by \$14,242.00;
- 3) amend Section 8(3), Subcontractors and Vendors:
- 4) revise and replace Attachment I, EHEAP Program Requirements; and
- 5) revise and replace Attachment III, Budget Summary.
- 1. Section 3, is hereby amended to read:

#### 3. Contract Amount

The agency agrees to pay for services according to the conditions of <u>ATTACHMENT I</u> an amount not to exceed \$113,008.00, subject to the availability of funds.

2. Section 5, is hereby amended to read:

#### 5. Source of Funds

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the subrecipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Funding Source	CFDA#	Fund Amounts
Emergency Home Energy Assistance Program	U.S. Department of Health and Human Services	93.568	\$113,008.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:			\$113,008.00

- 3. Section 8, is hereby amended to read:
  - (3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed, and an approved Provider Cost Analysis verifying that the subcontractor staff are paid from non-federal resources, unless compensated for such activities by EHEAP. The agency shall not be responsible or liable for any obligations or claims resulting from such action.
- 4. <u>ATTACHMENT I</u>, EHEAP Program Requirements, is hereby replaced with the revised <u>ATTACHMENT I</u>, EHEAP Program Requirements, attached hereto.
- 5. <u>ATTACHMENT III</u>, Budget Summary, is hereby replaced with the revised <u>ATTACHMENT III</u>, Budget Summary, attached hereto.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this  $\underline{18}$  page amendment to be executed by their officials thereunto duly authorized.

SUBRECIPIENT: The Agricultural and Labor Program, Inc.

AGENCY: Senior Connection Center, Inc.

SIGNED Duans Tome

NAME: Deloris Johnson

TITLE: Chief Executive Officer

DATE: <u>09/02/2015</u>

FEDERAL ID NUMBER: 59-1634148 FISCAL YEAR END DATE: 6/30 SIGNED

ы.\_\_\_\_

NAME: Barbara Herrington

TITLE: Chair, Board of Directors

DATE: 9/15/15

#### ATTACHMENT I

#### EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

#### 1. Program Acronyms

- (1) Client Information and Registration Tracking System (CIRTS)
- (2) Central Contractor Registration (CCR)
- (3) Department of Economic Opportunity (DEO)
- (4) Department of Elder Affairs (DOEA, department)
- (5) Dun and Bradstreet Numbering System (DUNS)
- (6) Emergency Home Energy Assistance Program (EHEAP)
- (7) Excluded Parties List System (EPLS)
- (8) Federal Financial Accountability and Transparency Act (FFATA)
- (9) Low Income Home Energy Assistance Program (LIHEAP)
- (10) Memorandum of Understanding (MOU)
- (11) Notice of Instruction (NOI)
- (12) Office of Management and Budget (OMB)
- (13) Supplemental Nutrition Assistance Program (SNAP)
- (14) Social Security Income (SSI)
- (15) Weatherization Assistance Program (WAP)

#### 2. DOEA Mission Statement

The department's mission is to foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The department's vision is of all Floridians aging with dignity, purpose, and independence. The agency, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

#### 3. EHEAP Program Mission Statement

The EHEAP program serves the mission of the agency and the department by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

#### 4. Statement of Purpose

EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency. Eligible households may receive one benefit for a maximum of \$600.00 in the cooling season and one benefit for a maximum of \$600.00 in the heating season. These funds are intended to make payments to utility companies and/or fuel suppliers, make repairs to heating or cooling equipment, or resolve other heating and cooling emergencies.

#### 5. Statutory Authority

The relevant federal and state authority governing EHEAP are:

- (1) Low-Income Home Energy Assistance Act of 1981;
- (2) 42 USC 8621 et seq.;
- (3) Title XXVI of Public Law 97-35, as amended;
- (4) 45 CFR part 96, Subpart H;

- (5) Section 409.508, F.S.;
- (6) Chapter 73C-26, F.A.C.; and
- (7) Low Income Home Energy Assistance Program State Plan

#### 6. Scope of Service

- (1) The subrecipient is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one benefit per heating or cooling season, not to exceed \$600.00 each. EHEAP applicants are eligible for one summer crisis benefit during the period from April 1 to September 30 and one winter crisis benefit during the period from October 1 to March 31 each year. An elder's eligibility for crisis benefits is not related to the agency's contract periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by the DEO. When benefits are distributed for a weather-related/supply shortage emergency, the subrecipient agrees to comply with directives provided by the agency as to the allowable expenditures of these funds.
- (2) The services provided under this contract shall be in a manner consistent with and described in **ATTACHMENT I**, Sections 10, 11, 12, and 13. The subrecipient in collaboration with its EHEAP program partners shall ensure the following service tasks are completed:
  - (a) Consumer Outreach;
  - (b) Coordination of Program Partners and Stakeholders;
  - (c) Elder's Benefit Eligibility Determination; and
  - (d) Benefit Disbursement.

#### 7. Incorporation of Program Materials

The Subrecipient will comply with program requirements as outlined in the following documents, which are incorporated by reference into this contract:

(1) Low Income Home Energy Assistance Program State Plan

(http://www.floridajobs.org/fhcd/LIHEAP/Draft2015LIHEAPModelStatePlan.pdf);

(2) EHEAP Technical Assistance Guide

(http://elderaffairs.state.fl.us/doea/docs/EHEAP%20Technical%20Assistance%20Guide%202014.pdf); and

(3) Notices of Instruction (NOI) issued by the agency.

#### 8. Major Program Goals

- (1) The major goal of the EHEAP program is to provide crisis assistance to eligible low-income households with at least one individual aged 60 or older experiencing a heating or cooling emergency. The program allows for payments to utility companies, the purchase of blankets, portable heaters and fans, repairs of existing heating or cooling equipment, and the payment of reconnection fees. The program also provides eligible individuals with weather-related/supply shortage emergency benefits when authorized by the DEO.
- (2) Crisis assistance is defined as assistance provided to an elder with no access to, or in danger of losing access to, needed home energy. The subrecipient may provide up to two Crisis Assistance benefits per year.
  - (a) A maximum of one summer Crisis Assistance benefit may be applied to a single utility account during the cooling season, April September.
  - (b) A maximum of one winter Crisis Assistance benefit may be applied to a single utility account during the heating season, October March.
  - (c) May be used to pre-pay home energy usage:
    - i. The elder should be within seven days of using the remaining balance of energy source pre-

purchased, power is currently disconnected/shut off, or the elder needs a deposit.

ii. The amount to be applied to the elder's pre-paid account must be based on the past two pre-paid amounts (average) up to the maximum of \$600 (or average of last two monthly home energy bills). Examples of a pre-paid account include: propane, kerosene, wood, and coal.

#### 9. Individuals to be Served

EHEAP services low-income households with at least one elder age 60 or older, experiencing a home energy heating or cooling emergency. "Elder" is defined as the target population, applicant, and client. "Low income" is defined by applying a percentage to the current federal poverty guidelines published annually by the U.S. Department of Health and Human Services. The guidelines and effective date are transmitted by the Department of Economic Opportunity to the department, and by the department to the agency, and will be provided to the subrecipient upon receipt. To be eligible for services under this contract, and to receive assistance, an elder must be age 60 or older, and:

- (1) Reside in the EHEAP service area (subrecipient's county) at the time the home energy costs were incurred;
- (2) Complete and return an EHEAP application with all required information and verification to the subrecipient while funds remain available;
- (3) Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- (4) Possess a total gross household income of not more than 150% of the OMB federal poverty level for the size of the household;
- (5) Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the state;
- (6) Not be a student living in a dormitory;
- (7) Experiencing a verifiable home heating or cooling crisis;
  - (a) A summer home cooling crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
    - i. The elder's home cooling energy source has been cut off;
    - ii. The elder has been notified that the energy source of cooling will soon be cut off;
    - iii. The elder has a bill or notice for which the due date has elapsed;
    - iv. The elder has received a notice indicating the energy source is delinquent or past due; or
    - v. The elder has other problems with lack of cooling in the home.
  - (b) A winter home heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
    - i. The elder's home heating energy source has been cut off:
    - ii. The elder has received a notice indicating the energy source for heating is will soon be cut off;
    - iii. The elder has a bill or notice for which the due date has lapsed;
    - iv. The elder has received a notice indicating the energy source is delinquent or past due;
    - v. The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
    - vi. The elder has other problems with lack of heating in the home.
- (8) The subrecipient must determine if all or part of the elder's utility costs are paid directly or indirectly by the

government if the elder lives in government subsidized housing. The subrecipient will proceed as follows:

- (a) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance.
- (b) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- (9) Elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI) may use program qualification approvals or notifications to document household size and income. Elders shall meet program income eligibility guidelines and possess a total gross household income of not more than 150% of the OMB Federal poverty level for the size of the household. The benefit level to be provided to elders receiving SNAP or SSI shall be the same as that of other qualified elders.
- (10) Provide required Social Security Numbers and documentation of that number for all household members.
- (11) Income eligibility may be determined by using one of the following calculation methods:
  - (a) Total of the past twelve (12) month's earnings for all household members; or
  - (b) Most current past three (3) month's earnings for all household members, annualized.

The subrecipient can request current sources of income information from the agency to assist in determining what is considered allowable income. Total household income cannot exceed 150 percent of the current federal poverty guidelines. If the elder claims there is no household income, a self-declaration of income is allowed.

(12) Provide a signed statement of maintenance explaining how basic living expenses, i.e., food, shelter and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines.

#### 10. Service Tasks for Consumer Outreach

To ensure that households wishing to benefit from the program have the opportunity, the subrecipient shall undertake consumer outreach initiatives. The initiatives are designed to inform potentially eligible households in the service area about EHEAP, especially those elderly households with disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- (1) Inform all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors.
- (2) Encourage program participation through local television and radio programs and place announcements of the program in media community calendars.
- (3) Develop and implement a written procedure regarding making home visits to homebound elderly persons for completion of the program application and eligibility determination when other assistance is not available.
- (4) Make visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.

- (5) Forward information provided by the agency concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).
- (6) Complete an EHEAP Outreach Plan Survey (EHEAP TA Guide, Attachment S) to demonstrate to the agency that outreach efforts target households in the subrecipient's county to inform potentially eligible households about the EHEAP program. The Outreach Plan Survey is required to be submitted to the agency within fifteen (15) days of the contract beginning date.

#### 11. Service Tasks for Coordination of Program Partners and Stakeholders

The subrecipient shall coordinate services with all other program partners and stakeholders to prevent the duplication of services, facilitate referrals and improve the efficiency of services for elders. Coordination activities shall include, but not be limited to:

- (1) Coordinate services with the DEO LIHEAP contractors in the respective service area to prevent the duplication of benefits to elders. Additionally, the subrecipient shall review LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- (2) Develop a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the county. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals. The MOU shall be reviewed and renewed at least every five (5) years. The subrecipient in coordination with the local WAP agency shall develop a system by which EHEAP elders who have received more than three (3) EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The subrecipient shall submit copies of all WAP MOUs to the agency.
- (3) Establish a MOU with all LIHEAP agencies in the service area. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The MOU shall require LIHEAP providers to refer elders 60 years old and up to the subrecipient for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. MOUs with local LIHEAP agencies are to be updated if one of the contracted parties changes. The MOUs must be applicable to the subrecipient's current EHEAP program requirements and guidelines. The subrecipient shall submit to the agency copies of all MOUs with LIHEAP agencies.
- (4) Develop agreements with home energy vendors that benefit elders. The subrecipient shall submit to the agency copies of all vendor agreements and subcontracts. All agreements between the subrecipient and home energy vendors must contain, at a minimum, the following conditions:
  - (a) The beginning and ending date of the agreement.
  - (b) The vendor agreement must include a process for identifying the subrecipient's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the subrecipient.
  - (c) The vendor agreement must include a process of identifying the vendor's representatives authorized to resolve a crisis.
  - (d) A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no vendor-subrecipient agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the subrecipient's

purchasing policies, and only with written approval of the subrecipient's management.

- (e) Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
- (f) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
- (g) An understanding that only energy related elements of a utility bill are to be paid. No water and sewage charges shall be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the elder or subrecipient.
- (h) A statement that the subrecipient may not pay for charges that result from illegal activities such as bad check or meter tampering, and the vendor is aware that those charges are the responsibility of the elder.
- (i) Vendors shall be aware that, when the benefit amount to the elder does not pay for the complete charges owed by the elder, the elder is responsible for the remaining amount owed.
- (j) Details on how the vendor will assist the subrecipient in verifying the EHEAP applicant's account information and in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
- (k) The subrecipient's commitment to make payment to the vendor within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame in which to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor.
- (1) The agreement shall be reviewed by both parties at least every two (2) years.
- (m) Vendor agreements must be signed by a representative of both the subrecipient and the vendor who has authority to bind the entity and enter into such commitments.
- (n) A description of when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds shall be returned to the subrecipient or with the subrecipient's approval applied to another eligible elder's account.
- (o) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <a href="http://sunbiz.org/search.html">http://sunbiz.org/search.html</a> and the vendor's name must be checked on EPLS: <a href="https://www.epls.gov">https://www.epls.gov</a>. The business name on the vendor agreement must match the legal business name on the State of Florida website.

#### 12. Service Tasks for Benefit Eligibility Determination

The subrecipient shall begin taking applications for EHEAP services upon execution of this contract, and continue taking applications until the contract expires or funds are exhausted. The subrecipient will not accept applications when funds are exhausted for a particular time period. The subrecipient shall meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

- (1) Provide assistance to elders in completing agency provided applications for assistance and determining eligibility.
- (2) Treat homeowners and those who rent equitably under this contract.
- (3) Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.
- (4) Provide all elders a written notice of approval within fifteen (15) working days of receiving the elder's application that includes the type and amount of assistance to be paid; and the name of the energy vendor to be paid on their behalf or a Notice of Denial, which includes appeal procedures and the next date when the elder will be eligible to apply for further assistance.
- (5) Develop written consumer appeal procedures that provide an opportunity for a fair administrative hearing to individuals whose application for assistance are denied or whose applications are not acted upon with reasonable promptness. "Reasonable promptness" shall be defined as within fifteen (15) working days of receiving the client's completed application. Within fifteen (15) working days of receiving the elder's application, any elder denied EHEAP services must be provided a written Notice of Denial, which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain
  - (a) Name of the elder;
  - (b) Date of Application;
  - (c) Type of benefit sought;
  - (d) Reason(s) for the denial;
  - (e) Statement of subrecipient's benefit limits, if applicable;
  - (f) Appeal process;
  - (g) Explanation of under what circumstances the elder may reapply;
  - (h) Information or documentation needed for the elder to reapply:
  - (i) Name, address, and phone number applicable to the appeal process; and
  - (j) Number of days the elder has to file the appeal.
- (6) At a minimum, the subrecipient's appeal process must provide an opportunity for elders to file a written appeal or complaint with subrecipient's Program Supervisor within ten (10) days of receipt of the written Notice of Denial and Appeal. The Appeal process must include:
  - (a) Upon receipt of a validly filed appeal or complaint, the subrecipient must respond in writing within ten (10) working days.
  - (b) The elder may appeal subrecipient's first response by filing its objections to the response with subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response.
  - (c) Upon receipt of a validly filed objection to the first response, subrecipient must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
- (7) Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all elders.
- (8) Assist all elders in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.
- (9) Ensure that all eligible elders meet the requirements of ATTACHMENT I, Section 9, of this contract.

- (10) Ensure that no consumer fees are charged, nor donations accepted, from an elder in order to receive EHEAP benefits. The subrecipient must ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in this EHEAP office. If an employee asks for money, report this to the agency executive director or department head."
- (11) Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period, and maintain documentation sufficient to ensure compliance with this requirement.
- (12) Maintain a written policy and implement procedures to protect elder information and secure the elder's social security number in order to protect their identity from theft or fraud. At a minimum, this policy shall address the handling of both paper and electronic records and files. The subrecipient shall, in collecting elder's social security numbers, use the Notice Regarding Collection of Social Security Numbers shown in the EHEAP Technical Assistance Guide, Attachment N. The notice shall be signed by the elder and retained in the client file.
- (13) Develop and implement a written policy and procedure to assure that all energy assistance payments are made to energy vendors that comply with **ATTACHMENT I**, Section 11, of this contract.
- (14) Comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (<a href="www.dnb.com">www.dnb.com</a>) and maintaining an active and current profile in the Central Contractor Registration (CCR) (<a href="www.ccr.gov">www.ccr.gov</a>).
- (15) Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the subrecipient may limit crisis benefits to less than those stated in this contract. Policy changes concerning the number of crisis benefits available to elders requires agency approval, and notification of the changes to current and potential elders.

#### 13. Service Tasks for Benefit Disbursement

The subrecipient shall implement appropriate program management and operational controls to ensure all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and shall document in the client file that the crisis was resolved within eighteen (18) hours. Eligible actions include:

- (a) Approval of application;
- (b) Denial of application pending further information;
- (c) Denial of application because elder is deemed ineligible;
- (d) Contact with utility vendor to halt utility disconnection or interruption in services; or
- (e) Written referral to another community agency, along with assistance to the applicant in contacting the agency, another agency if EHEAP funding is not available or the elder is ineligible.

Other subrecipient responsibilities include:

- (1) Make vendor payments directly to fuel providers on behalf of eligible elders; or <u>only</u> in instances where vendor agreements cannot be negotiated, make payments directly to elders in the form of a one (1) or two (2) party check.
- (2) Determine the correct amount of each crisis benefit based on the minimum amount necessary to resolve the crisis, but not more than the item limits or total limit set by the agency. The maximum crisis benefit for this contract period is \$600.00 per household per season.
- (3) Have a written policy that encourages households to seek assistance prior to incurring non-energy penalties such as discount/reconnect fees, additional deposits, interest or late payments.

- (4) Make home energy payments within forty-five (45) days of the date of crisis resolution. If the subrecipient is a governmental entity operating under Section 218.73 F.S., the subrecipient may negotiate with the vendor a longer time frame in which to make payment to the vendor. The vendor agreement must include the agreed upon time frame for making payment to the vendor.
- (5) Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.
- (6) Refund to the agency, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
- (7) Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied services.
- (8) Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
- (9) Develop a written procedure regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an elder is eligible and what constitutes an emergency related to lack of heating or cooling.

#### 14. Service Unit Measurement and Deliverables

- (1) The service unit for this contract is one (1) individual elder served with crisis energy assistance.
- (2) Deliverables are defined as the expected total number of elders served with crisis energy assistance as identified in <u>ATTACHMENT III</u>, Budget Summary. Achieved deliverables shall be reported monthly on the subrecipient's Request for Payment, as described in <u>ATTACHMENT I</u>, Section 22, Request for Payment Invoices.
- (3) The subrecipient shall ensure that services under this contract are available to elders by in-person service, telephone, and/or other electronic means.
- (4) The subrecipient shall provide the services listed in this contract during normal business hours, which are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.
- (5) The subrecipient shall publish throughout the service area its service delivery location, toll-free telephone number, and normal business hours.
- (6) The subrecipient must submit to the agency with all executed contracts and amendments a Provider Cost Analysis Form verifying the subrecipient staff are paid from non-federal resources, unless compensated for such activities using EHEAP funds.
- (7) The subrecipient shall report monthly with the Request for Payment Invoice described in <u>ATTACHMENT I</u>, Section 22, the following deliverables:
  - (a) The total elders aged 60 or older that receive crisis energy assistance for the reporting month that are at or below 150 percent of the poverty level; and
  - (b) Certification that the subrecipient operated during its regular business hours as shown in item #4 above.

#### 15. Reports

- (1) The subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency. The subrecipient must establish due dates for vendors or subcontractors that permit the subrecipient to meet the agency's reporting requirements.
- (2) The subrecipient must submit to the agency the service report in CIRTS entitled, "EHEAP Enrollment and Exception Statistical Report," based on the following schedule. All exceptions must be corrected prior to submitting the report to the agency.

REPORT	REPORTING PERIOD	<b>SEASON</b>	DUE DATE
1	04/01/15-06/30/15	Cooling Season	July 7, 2015
2	07/01/15-09/30/15	Cooling Season	October 7, 2015
3	10/01/15-12/31/15	Heating Season	January 7, 2016
4	01/01/16-03/31/16	Heating Season	April 7, 2016

- (3) The subrecipient shall be responsible for submitting consolidated reports identifying all households served for the reporting periods upon request by the agency.
- (4) The subrecipient shall provide to the agency other service reports on the effectiveness of the program and include statistics and information that the agency may require. The reports shall begin with the effective date of this contract in a format and according to a schedule provided by the agency for each report.

#### 16. Records and Documentation

- (1) The subrecipient shall maintain a separate record for each EHEAP elder that includes the following:
  - (a) An application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, completed and signed by the subrecipient and the elder. The application must also be signed by a supervisor prior to payment being made. The subrecipient is responsible for using the most recent application issued by the agency through the NOI process;
  - (b) The elder's name, address, sex, and age;
  - (c) The names, ages and current identification documentation (no more than one year expired) of all household members;
  - (d) Documented Social Security numbers for all household members, or the citation to the applicable exemption;
  - (e) Signed notice regarding the collection of social security numbers (EHEAP Technical Assistance Guide, Attachment N);
  - (f) The income amount and method of verification for all household members;
  - (g) Income documentation which is representative of the elder's current economic situation to support eligibility;
  - (h) A statement of self declaration of income, if applicable;
  - (i) A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
  - (j) Documentation of the elder's obligation to pay an energy bill for the residence in which they live;
  - (k) The average annual home energy usage in kilowatt hours, and the average annual home energy cost;
  - (l) The services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
  - (m) Copies of approval or denial letters provided to the elder, including the appeal process;
  - (n) If preference is given due to a disability, documentation of such, including the disability income or physician's statement;

- (o) Documentation of referrals to LIHEAP and WAP agencies;
- (p) Documentation of coordination with LIHEAP records for households with elderly members to avoid duplication of services;
- (q) Documentation of payments made to vendors;
- (r) Documentation of the calculation of benefits for elders living in subsidized housing;
- (s) A completed EHEAP Client File Content Checklist, DOEA Form 211; and
- (t) If the subrecipient approves the application, then one elderly member of the household must be registered in the department's Client Information Registration and Tracking System (CIRTS) using DOEA Form 114 in accordance with CIRTS Policy Guidelines.

(2) The subrecipient shall maintain an EHEAP Policies and Procedures Manual for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall include the following:

- (a) The EHEAP Technical Assistance Guide;
- (b) Any Subcontracts with EHEAP providers;
- (c) An MOU with all service area LIHEAP providers;
- (d) An MOU with all service area Weatherization Assistance Programs;
- (e) Subrecipient's cost allocation methodology;
- (f) Written policies and procedures to assure that all energy assistance payments made to energy vendors comply with the requirements of the Vendor Agreement;
- (g) Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons;
- (h) Policies regarding the detection and prevention of fraud and abuse of program funds;
- (i) Policies that address serving family members and employees;
- (j) Policies and procedures to secure applicant Social Security Numbers, in order to protect applicants' identities;
- (k) Procedures for computer system backup and recovery;
- (1) Procedures for referral or access assistance to the "Lifeline Program";
- (m) Policy defining the criteria and required verification to determine if a household has a "home energy crisis";
- (n) Policies and procedures for determining the eligibility of elders applying for EHEAP;
- (m) Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- (n) Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last 18 months to the WAP provider;
- (o) Policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- (p) Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application, before an application for services will be denied;
- (q) Alternative resource guide for energy assistance available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;
- (r) Written consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level, to elders whose application for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- (s) Policies and procedures for conducting home visits to home-bound elders, for completion of the program application or eligibility determination when other assistance is not available.

#### 17. Monitoring and Performance Evaluation

(1) The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of

this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

- (2) The subrecipient shall monitor its performance under this contract, as well as that of its subcontractors who are paid from funds provided under this contract, to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Such review shall be made for each function or activity set forth in <u>ATTACHMENT I</u> of this contract, and reported in the quarterly report.
- (3) A sampling of completed applications will be reviewed in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist (EHEAP TA Guide, Attachment J).

#### 18. <u>Use of Service Dollars</u>

The subrecipient is expected to expend all federal, state and other funds provided by the agency for the purpose specified in the contract. The subrecipient must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period. If the agency determines the subrecipient is not spending service funds accordingly, the agency may transfer funds to another service provider during the contract period and/or adjust subsequent funding allocations, as allowable under state and federal law.

#### 19. Budget Summary

- (1) The subrecipient agrees to distribute funds as detailed in the Budget Summary, <u>ATTACHMENT III</u> to this contract. Any changes in the amounts of federal, state or local funds identified on the Budget Summary require a contract amendment.
- (2) The subrecipient shall submit to the agency an approved EHEAP Provider Cost Analysis Form (EHEAP TA Guide, Attachment R). The Provider Cost Analysis Form reflects the Administrative, Outreach, and Crisis Service allocations as shown in <u>ATTACHMENT III</u>, Budget Summary, and must be sufficient to explain the allowability, allocability, and reasonableness of the EHEAP expenditures. The use of other federal funds to supplement the administrative operations of the EHEAP program, above and beyond the budget amount, is prohibited. Administrative expenditures that exceed the contracted EHEAP budget award must be paid from non-federal sources. The Provider Cost Analysis Form is due to the agency upon request, but no later than within fifteen (15) days of the begin date of the contract.

#### 20. Program Guidance and Technical Assistance

- (1) The agency will provide to the subrecipient guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the subrecipient.
- (2) The department and the agency will provide an EHEAP Technical Assistance Guide to assist the subrecipient in the administration of the EHEAP program, and in developing EHEAP policies and procedures that will ensure compliance with the LIHEAP requirements.

#### 21. Method of Payment

This is a cost reimbursement contract. The agency agrees to pay for contracted services according to the terms and conditions of this contract. The subrecipient shall ensure that all costs are in accordance with applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required. All contract expenditures are subject to those federal cost principles applicable to the particular

organization concerned.

#### 22. Request for Payment Invoices

- (1) All requests for payment and expenditure reports shall be submitted on DOEA forms 106P and 105P. The subrecipient must also submit with the request for payment an expenditure summary in a format provided by the agency to support the request for payment for Administration and Outreach expenditures. The use of federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted award must be paid from non-federal sources. All payment requests shall contain a certification statement that the subrecipient was open and operated during its regular business hours. Duplication or replication of these forms via data processing equipment is permissible, provided all data elements are in the same format as included on the forms.
- (2) The subrecipient must complete a Schedule of Disbursements, <u>ATTACHMENT IV</u>, each month and submit the schedule along with the Request for Payment. The Schedule of Disbursements is an itemized list consisting of the client name, CIRTS ID number, amount paid, and other required information to support the subrecipient's cost reimbursement request for payment. A written explanation is also required when reporting less than three (3) crisis benefits for the reporting month.
- (3) All payment requests shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of invoices is <u>ATTACHMENT II</u> to this contract. Reconciliation made under this contract is to be completed by the time the final payment is made. All payments are subject to the availability of funds.
- (4) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval by the agency of all financial and programmatic reports due from the subrecipient and any adjustments thereto, including any disallowance not resolved as outlined in the Return of Funds section of the Master Contract.
- (5) The subrecipient agrees to implement the distribution of funds as detailed in the Budget Summary, ATTACHMENT III to this contract. An amendment is required to change the total amount of the contract. With written notice to and approval from the agency, funds may be transferred from the Administration, Outreach and Weather-Related/Supply Shortage categories to the Crisis Benefits category. The transfer, if approved, will require an amendment.
- (6) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.
- (7) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.
- (8) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.
- (9) The final request for payment invoice shall be due to the agency by April 15, 2016.
- (10) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.
- (11) The subrecipient shall refund to the agency all funds in excess of the amount to which the subrecipient or its subcontractors are entitled under the terms of this contract.

(12) Weather Related/Supply Shortage funds are set aside for emergency assistance. These funds shall be held in this budget line item category until November 1 of the program year. These funds shall only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if the subrecipient, the agency, or the department finds that the budgeted amount of Weather Related/Supply Shortage emergency assistance funds is not sufficient to meet the emergency, the subrecipient may draw on other contract categories, up to fifty percent of the total contract budget with the agency's and the department's written authorization. When funds are distributed for a weather related/supply shortage emergency, the agency and the department will provide binding directives as to the allowable expenditures of the funds. After November 1, if no emergency has been declared, the agency and the department will release these funds, and the subrecipient shall allocate the funds to the crisis category of the program through a contract amendment.

#### 23. Remedies for Nonconforming Services

- (1) Failure to meet the deliverables described in <u>ATTACHMENT I</u>, Section 14, may result in financial consequences and in the redistribution of funding. The subrecipient shall ensure the provision of services are met in accordance with successful completion of the deliverables set forth in <u>ATTACHMENT I</u>, Section 14.
- (2) Any non-conforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The subrecipient shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The subrecipient shall give immediate notice to the agency of any significant and/or systemic infraction that compromises the subrecipient's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.
- (3) The agency shall not reimburse any expenditures associated with the deliverables for this contract, which are deemed unacceptable by the agency, and/or not successfully completed; however, this does not preclude the subrecipient from receiving payment for such expenditures upon successful completion of the deliverable.
- (4) If the subrecipient fails to be open and available for services according to its regular business hours as identified in <u>ATTACHMENT I</u>, Section 14(4), of this contract, excluding weekends or holidays, the subrecipient shall pay to the agency financial consequences for such failure, unless the agency waives such failure in writing based upon its determination that the failure was due to factors beyond the control of the subrecipient.

#### 24. Financial Consequences

- (1) The subrecipient shall ensure that 100% of the deliverables described in <u>ATTACHMENT I</u>, Section 14, are performed pursuant to contract requirements.
- (2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform these deliverables, the subrecipient will have ten (10) days to submit a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within a time period approved by the agency. The agency shall assess a Financial Consequence for Non-Compliance for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The agency will also assess a Financial Consequence for failure to timely submit a CAP.
- (3) In the event the Subrecipient fails to correct an identified deficiency within the approved time period specified in the CAP, the agency shall deduct from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected.
- (4) If the subrecipient fails to timely submit a CAP, the agency shall deduct 1% of the monthly value of the

administrative funds in the contract for each day the CAP is overdue, beginning with the 11<sup>th</sup> day after notification by the agency of the deficiency. The deduction will be made from the payment for the invoice of the following month.

(5) If, or to the extent, there is any conflict between this section and any section in the Master Contract, this section shall have precedence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

#### ATTACHMENT III

### EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

#### **BUDGET SUMMARY**

PSA <u>6</u>			Original_
SUBRECIPIENT: T	he Agricultural and Lablor Program, Inc.		Amendment X
1.	Administration*	\$1,743.00	
2.	Outreach *	\$17,142.00	
3.	EHEAP Benefits (Crisis)	\$91,610.00	
4.	Weather-Related/Supply Shortage **	\$2,513.00	
5.	Total	\$113,008.00	
6.	Projected minimum number of Individuals to be served:	332	
7.	Projected minimum number of Individuals to be served (Weather-Related/Supply Shortage):	N/A	

NOTE: Eligible households may be provided with one benefit per season up to six hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

<sup>\*</sup> Allowable administrative and outreach expenses are defined in <u>ATTACHMENT III, EXHIBIT A</u>. Funds budgeted for administration and outreach may be used for emergency energy assistance benefits upon approval of the agency and a contract amendment.

<sup>\*\*</sup> Weather Related/Supply Shortage funds are set-aside for emergency assistance. These funds must be held in this budget line item category until November 1 of the program year, for use in response to a possible disaster. Directives for the Weather-Related/Supply Shortage funds are identified in <a href="https://doi.org/10.1007/journal.org/">ATTACHMENT III, EXHIBIT B and EXHIBIT C</a>.

# 2015 – 2016 FLORIDA'S NATURAL GROWERS APPLICATION (RATIFY)

# **Guidelines and Instructions**

2015



# FLORIDA'S NATURAL GROWERS FOUNDATION LAKE WALES, FLORIDA

863 676 1411 Ext 3537



#### **Application Guidelines**

The Florida's Natural Growers Foundation ("FNGF") provides to all 501 (c) (3) organizations serving the Central Florida Citrus area in the fields of health, education and youth an opportunity to apply for funding each year. The application process is held annually with a requirement that all organizations must submit a completed application. It may be submitted via regular mail or email to floridasnaturalfoundation@citrusworld.com.

#### **Application Process**

The application process simply streamlines the Foundation's efforts in qualifying funding requests. The application is attached and includes information such as:

- Name of organization applying
- Is your organization a 501 (c) (3)?
- Attach copy of your IRS Determination Letter
- Executive Director's contact information
- Service area information. FNFG requires that all organizations applying for funding serve the Central Florida Citrus area
- Amount requested
- Brief program summary

<u>Deadline to submit the application is August 28, 2015 at 5:00 PM EST</u>. Your organization should expect to hear back from the Foundation staff no later than October 15, 2015.

#### **Guidelines:**

 You must be a 501 (c) (3).organization. FNGF can make grants to any such organization and to public municipalities.

#### Your application should:

- Address problems to be solved or opportunities to be seized which must relate to Health,
   Education and/or Youth in the Citrus Belt of Florida especially when the project reaches a broad
   segment of the community or serves those not being adequately served by other resources.
- Demonstrate vision, action, creativity, effectiveness, and good fiduciary management.
- Illustrate a clear cut objective with a sound program budget and organizational budget.. FNGF
  will pay close attention to all sources of funding for your organization.
- Show strong board leadership. The FNGF Grant Committee will be looking for organizations that
  have boards composed of individuals equipped with the expertise necessary to help that
  organization grow, while at the same time remain strong and vital to the community.
- Be complete. It will be up to each organization to submit complete applications. A checklist of
  what is required for a complete application is provided below. Make sure each section of your
  application is complete:



- IRS Determination Letter (States your 501 (c) (3) status)
- List of Board Members/Affiliates
- Current Operating Budget
- Most Recent Financial Statements
- Letters from collaborators (if applicable)
- Valid contact information: phone and email addresses

#### **Application Recommendations**

- DO adhere to ALL instructions and deadlines. These can be found in this application packet. Extensions of the deadline will not be permitted.
- 2) DO submit an application that has been well thought through.
- 3) DO be as concise, logical, and specific as possible in order to clearly communicate your message. Please send only the material necessary for explaining your program.
- 4) DO make sure you send all the information required.

#### FNGF will NOT consider application requests for:

- 1) Annual or building campaigns.
- 2) Operating expenses, membership dues and/or fees.
- 3) Individuals.
- 4) Religious or sectarian projects not open to the public
- 5) Services commonly regarded as the responsibility of the government, such as street repair, fire or police protection.
- Public or private school services required by state law, such as regular classroom instruction or athletic activities.
- 8) Political campaigns, or to influence legislation of any governmental body.
- 9) Tickets for any event or advertising space of any kind (this includes advertising in any media outlet)
- 10) Athletic facilities and equipment
- 11) All other areas prohibited by the By-Laws of the Foundation

#### **Expenditures of Funds Policy**

- Grantee must maintain adequate records. The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records that are consistent with generally accepted accounting principles.
- 2) Grantee must notify FNGF on unused funds.
- 3) Grantee must notify FNGF of changes to the project. Since all funding awarded by FNGF is to be used solely for the purposes described in the Grantee's application, modification can be made only with approval of FNGF.
- 4) Loss of funding privileges.
  - If at any time FNGF determines that a Grantee has not performed in accordance with this
    agreement or has deviated from the intended purpose of the approved project or the



project's budget, the organization will lose the privilege of applying for any additional grants from FNGF. All unexpended grant dollars must be returned to FNGF.

• If a Grantee loses its federal tax exemption status under Section 501(c)(3) of the Internal Revenue Code or is no longer an organization described in 170(c) of the Internal Revenue Code before the completion date of the approved project, they must notify FNGF immediately. All unexpended grant dollars must be returned to FNGF immediately.

#### Communication Guidelines for Grant Recipients

When a program or project receives funding from FNGF's Grants Committee, the Foundation requires recognition as a funding source. FNGF is a public foundation; therefore, it is important that the public be informed of its grants. The following list is not meant to be a list of all required activities, but ideas for acknowledging your grant in whatever ways are within your organization's communication capabilities.

- Include news of your FNGF grant in publications you produce for external distribution, such as newsletters, annual reports, etc.
- Be sure your internal audience staff, board members, volunteers, donors, clients are aware of the grant through meetings, minutes, etc.
- Include the FNGF logo on printed materials, including signs or plaques that recognize donors at events.
- If you mention the Foundation's support on your website, please include a link to FNGF's site (www.floridasnatural.com).

#### Acknowledging Your Grant

Please use the following language to acknowledge your FNGF grant:

This program/project was funded (or funded in part) by a grant from the Florida's Natural Growers Foundation, Inc. of Lake Wales, Florida

If you require further information, please contact Nikki B. Hayde 863/676-1411 or floridasnaturalfoundation@citrusworld.com.



The foundation will **not** consider:

Annual or building campaigns, operating expenses, membership dues or fees, individuals, religious or sectarian projects, municipal services commonly the responsibility of the government, public or private school services required by state law, political campaigns, tickets for events or advertising of any kind

Organization Name: The Agricultural and Labor Program, Inc.

Mailing Address:

300 Lynchburg Road

City: Lake Alfred

State: FI

Zip: 33850

Description of organization and impact made in community:

The Agricultural and Labor Program, Inc. (ALPI) headquartered in Lake Alfred, FL is an IRS certified 501(c) (3) private, nonprofit organization. ALPI 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. ALPI is designated by the State as the Community Action Agency (CAA) for Polk, Highlands, and Hendry Counties. The programs and services offered are diverse and positively impact the lines of farm workers, the elderly, and workers, the elderly, and workers, the elderly, and Francisco and Fra

Did your organization participate in the Florida's Natural Charity Classic or the 5K? Description of participation may include providing volunteers prior to or during tournament week, playing on a Pro-Am team or running, but please do not include spectator participation.

No

Are you:

Amount Requested: \$9,980

Description of the manner in which the funds will be used and supply measurable objectives (approx. 300 words): The Agricultural and Labor Program, Inc. is seeking \$9,980 funding to purchase four (4) iStartSmart Computer Learning units for Early Head Start children and families residing in Lake Wales and Frostproof, Florida. Computers are an integral part of the world preschoolers are growing up in now. Many low income children are already behind expectations for their age at birth. The computers will capture child progress in 18 core skills areas automatically while they play. The iStartSmart system features progress monitoring References: tools for teachers who can use the information in planning individualized ins

- Lauretta B. Stephens, Farmworker Program Dir., FL Non Profit Housing, Inc. (863) 385-.2519
- 2. Mercedes Maturana, Goodwill Industries of Southwest FL, (863) 983-2774
- Crystal Prine, Commercial Banking Senior Client Mgr., Bank of America (863.413.8842

Please attach a copy of the organization's Articles of Incorporation, Mission Statement or Charter

For Office Use Only	
Approved by Board of Directors	Date:



# GUIDELINES FOR THE FUNCTIONING OF FLORIDA'S NATURAL GROWERS FOUNDATION, INC.

Attached is page one of the Articles of FNGF which includes Article III which describes the overall purpose for the formation of the Foundation and in general, the manner in which it is to be operated. But because of limits in the amount of funds that the Foundation foresees will be available, it is the policy of the Foundation to limit its activities to specific areas as described in these guidelines.

- 1. Gifts will be made to qualifying organizations within the same general areas in which Citrus World or its members operate, essentially the Central Florida Citrus Area.
- 2. The Foundation's contributions and support will be limited to charitable organizations specializing in the fields of health, education and youth.
- 3. From time to time but at least annually, the Foundation will review applications received from worthy causes, selecting those the Foundation believes should receive support. A form of application will be as developed from time to time by the Foundation but will include: the name and address of the applicant; a brief but clear description of the charitable field in which the applicant devotes its efforts; whether or not the applicant has been approved as a Section 501 (c) (3) organization or declared exempt from Federal Income tax pursuant to section 501 (a) of the IRC; a brief description of the manner in which the applicant intends to use the gift from FNGF if made and the benefits to be derived. With the application, the applicant must furnish a copy of its Articles or Charter wherein its organization is declared to be a non-profit charitable organization with no part of its funds allowed to be distributed to the benefit of any person not qualified under applicable IRS regulations', together with such other information as is required in the FNGF Application.
- 4. It will be the responsibility of the Board of Directors to approve the recommended donees and the actual amounts paid or to be paid to each..
- 5. Gifts to the "general funds" of qualified organizations will not be made. It is the Foundation's policy to restrict its gifts and support to specific objectives which will exclude "administrative"; "collection", "fund raising" and other such indirect costs. It is the objective of the Foundation to direct its resources to the fields specified above (health, education and youth) to reach as far as possible and to do the most good for a community or communities within the area.



# ARTICLES OF INCORPORATION OF FLORIDA'S NATURAL GROWERS FOUNDATION, INC.

A Florida Non-profit Corporation formed under Chapter 617 of the Florida Statutes

Article I Name: The name of the corporation shall be FLORIDA'S NATURAL GROWERS FOUNDATION, INC. hereinafter referred to as the "Foundation".

Article II Principal Office. The Street Address of the principal office of the Foundation shall be at 20205 Highway 27 North, Lake Wales, Florida 33853, and the mailing address shall be P.O. Box 1111, Lake Wales, Florida 33859.

#### Articles III Purpose.

- A. The purpose for which this Foundation is formed, and the manner in which it is to be operated, is exclusively for religious, charitable, scientific, literary, or educational purposes, or to foster national or international amateur sports competition (provided that no part of this Foundation's activities shall involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals *provided*, *always* that no part of the net earnings of which inures to the benefit of any director, private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the U.S. Internal Revenue Code), and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- B. Notwithstanding any other provision of these Articles of Incorporation, the Foundation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. It is intended that transfers to the Foundation shall qualify for deduction under Sections 170, 2055 and 2522 of the Code, as amended, and that the Foundation shall be exempt from Federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code which is other than a private foundation by reason of being described in Section 509(a) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Foundation shall be limited accordingly.
- C. The Foundation shall have all powers conferred upon not for profit corporations organized under Chapter 617 of the Florida Statutes, as amended from time to time hereafter, and any successor provisions thereto hereafter enacted or amended, but shall exercise such powers only in fulfillment of its above stated purposes.

# 2015 – 2016 JP MORGAN/CHASE SETTLEMENT APPLICATION (RATIFY)

## **AGENCY CONTACT INFORMATION**

Name of Agency: Enter the name	ne as it should appear on a contract.		
Agricultural and Labor Program, I	nc.		
Federal Emp	loyee Identification Number (FEIN):	59-1634148	
Agency Director:	Prefix (Mr., Ms., Dr., etc.)	Title: (	CEO
Name:	Deloris Johnson		
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road		
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576
E-Mail Address:	djohnson@alpi.org		
Performance Report Contact:	Prefix (Mr., Ms., Dr., etc.)	Title: (	CSBG/Economic Dev. Director
Name:	PaHoua Lee Yang		
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road		
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576
E-Mail Address:	pyang@alpi.org		
Financial Contact:	Prefix (Mr., Ms., Dr., etc.)	Title: F	Finance Director
Name:	Dennis Gniewek		
Telephone #:	(863) 956-3491	Fax #: (	863) 956-3357
Mailing Address: (Street, P.O. Box, etc.)	300 Lynchburg Road		
City:	Lake Alfred	State: FL	9-Digit Zip Code: 33850-2576
E-Mail Address:	dgniewek@alpi.org		
Signature of Agency Director:	Dune John	_	<b>Date:</b> 8/31/2015

#### **PART 1: AGENCY INFORMATION**

List counties to be served: (indicate each county served or STATEWIDE for service to all counties)
Polk, Highlands, Hendry and Glades Counties
PART 2: PROJECT DESCRIPTION
The project description should clearly outline what will be done and by whom.
<ol> <li>Describe the scope of work the activities and/or services will be provided. (Responses below are limited to 1000 characters) Attach additional pages as needed.</li> </ol>
The settlement funds will be utilized to provide financial literacy and other related program services including but not limited to Crisis Intervention, Budgeting and basic financial management workshops and emergency services to assist families in managing debt to realized financial sustainability and Family se sufficiency.
2. Describe the deliverables for the project in quantifiable terms, including a minimum level of service. For example, indicate the total number of individuals that will be served and the total services provided, and detail monthly or quarterly expectations. Each deliverable must be related to the scope of work described in #1. (Responses below are limited to 1000 characters) Attach additional pages as needed.
Deliverables for the project will include a minimum level of services in the areas of Crisis Intervention, CSBG Family Self-Sufficiency and Budget and Financial Management, Emergency and Energy Assistance for a minimum of 170 unit of services. Services will be offered monthly for via the existing ALPI CSBG Service delivery system and sub-recipient providers in Polk, Highlands, Hendry and Glades counties.

Agency Name:	Agricultural and Labor Program, Inc.
PART 3: PERSONNEL BUDGET	
	sition to be funded from grant proceeds. In the explanation section indicate clude costs that are anticipated during the grant period. For example,
Position	Total Actual Cost
Client Services Specialist II	\$ 5,283
Subtotal	\$ 5,283
	osition @10 percentage of his/her time (17.65/hr plus fringe benefits) y of all the project services in the four designated counties including ing activities.

#### **PART 4: CONTRACTUAL BUDGET**

For each contractual service listed, include a description of the service to be provided, the business name of the contractor, the cost per unit of service, and the estimated units of service to be used. Indicate in the narrative section how the number of services requested was determined. Also, give a description of a unit of service, e.g., a 60 minute unit of legal services, a 60 minute individual financial counseling session, a 90 minute training session. Attach additional page(s) if needed.

#### **EXAMPLE - Budget Narrative:**

Budgeting Inc., will provide budgeting classes to students enrolled in afterschool program. It is anticipated that this service will be used approximately 5 times during the year.

Co	Contractual Services - Contracts for specialized services:					
	Name of Business or Contractor	Cos	st Per Unit of Service	Estimated Units of Service		Total
1	*See Below	\$	250.00	35	\$	8,750
2	*See Below	\$	250.00	40	\$	10,000
3	*See Below	\$	250.00	50	\$	12,500
4	*See Below	\$	250.00	45	\$	11,250
5					\$	-
6					\$	-
	Contractual			•••	\$	42,500

#### **Budget Narrative:**

- Services including, Crisis Intervention, CSBG Family Self-Sufficiency and Budget and Debt Management Workshops, Emergency and Energy Assistance will also be delivered in **Polk County** via existing sub-recipient providers including but notlimited to **the Women's Resource Center and Center for Independent Living.**
- 2. Services including, Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt Management Workshops, Emergency and Energy Assistance will also be delivered in **Highlands County** via existing sub-recipient provider including butnot limited to **the Highlands County Coalition for the Homeless**.
- 3. Services including Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt management Workshops, Emergency and Energy Assistance will also be delivered in **Hendry County** via existing sub-recipient providers including but not limited to **the Goodwill Industries of Southwest FL and the Salvation Army.**
- 4. Services including Crisis Intervention, CSBG Family Self-Sufficiency, Budget and Debt management Workshops, Emergency and Energy Assistance will also be delivered in **Glades County** via existing sub-recipient providers including but not limited to **the Goodwill Industries of Southwest FL and the Salvation Army.**

6. \*Allotted services per county was determined untilizing the US Census County Poverty percentage data.

5.

Αç	gency Name: _	ncy Name: Agricultural and Labor Program, Inc.					
PART 5: EQUIPMENT BUDGET							
this	Items included in this section must be furniture and/or equipment costing \$1,000 or more. If awarded funds in this category, prior approval is required before purchasing items. Provide a justification for the equipment purchase requests. Attach additional page(s) if needed.						
The inde	EXAMPLE - Narrative Response: The computer will increase the clients ability to acquire skills necessary to achieve financial literacy and independence. The cost listed above is for a complete computer package which includes the computer, monitor, software and printer.						
ALL	_ EQUIPMENT F	PURCHASES MUS	T BE PRE-APPROVED F	PRIOR TO THE ACTUAL PURCHASE			
Equ	uipment:						
Des	scription	Number	Cost Per Item	Total			
1				\$ -			
2				\$ -			
3				\$ -			
4				\$ -			
5				\$ -			
6				-			
J	Equipment Subtotal			\$ -			
Bud	dget Narrative:						
1.							
2.							
3.							
4.							
5.							
6.							

Agency Name: Agricultural and Labor Program, Inc.	
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#### **PART 6: OTHER BUDGET ITEMS**

Please include any budget items or anticipated expenditure of grant fund not included in previous schedules.

Oth	Other Items:					
Des	scription	Number		Cost Per Item		Total
1	Office Supplies	1	\$	2,820.00	\$	2,820
2	Program Supplies	1	\$	3,125.00	\$	3,125
3	Local Travel	1	\$	5,272.06	\$	5,272
4					\$	-
5					\$	-
6					\$	-
	Other Items Subtotal			•••	\$	11,217

## **Budget Narrative:**

1.	Office supplies including, printing paper, writing pens and pads, etc.
2.	Program supplies including Budget and Financial Management Workshop kits @ \$25.00 x 125 Kits.
3.	Local travel @ .445 per mile
4.	
5.	
6.	

Agency Name: Agricultural and Labor Program, Inc.

## PART 7: BUDGET SUMMARY

Budget Summary By Category - Provide the subtotal for each budget category. Amounts must be rounded to the nearest whole dollar.	TOTAL BUDGET
Personnel	\$ 5,283
Contractual Services	\$ 42,500
Equipment	
Other	\$ 11,217
TOTAL	\$ 59,000

Agency Name:	Agricultural and Labor Program, Inc.	
1	Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors?	YES/NO No
	If yes, describe any and all family relationships that exist.	
2	Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or a current independent contractors in the following area?	
		YES/NO
	(a) Sale, purchase, exchange, or leasing of property?	No
	(b) Receiving or furnishing of goods, services, or facilities?	No
	(c) Transfer or receipt of compensation, fringe benefits, or income or assets?	No
	(d) Maintenance of bank balances as compensating balances for the benefit of another?	No
	If yes to any above, describe any and all interests that you are aware of at this time	Э.
3	Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors	YES/NO
	indebted to the agency?	No

If yes, describe the nature of the debt.

Have any current board of directors, of	current agency principal office	ers,
current agency employees, or any cur	rent independent contractors	YES/I
misappropriated assets or committed agency?	other forms of fraud against	ne No
	manan daki an	
If yes, describe the nature of the misa	ppropriation.	
By signing this form. I hereby certify the	nat the information contained	in this questionnaire is
By signing this form, I hereby certify the		
Dune John	8/31/2	
By signing this form, I hereby certify the signature Deloris Johnson		

# 2015 – 2016 REVISED AGENCYWIDE BUDGET

### The Agricultural and Labor Program, Inc. Fiscal Year 2015-2016 Agency Budget

REVENUES	FY 16	FY15
Head Start / Early Head Start (St. Lucie/Polk Counties)	7,284,907	7,284,907
ALPI Child Care Centers (St. Lucie/Polk Counties)	43,200	43,200
St Lucie County Early Learning VPK	867,528	867,528
USDA Food	1,189,748	1,159,571
Children's Services Council	84,599	84,599
Department of Economic Opportunity LIHEAP	4,555,571	5,037,562
Senior Connection Center, Inc. EHEAP	113,008	31,813
Department of Economic Opportunity CSBG	1,110,027	1,037,836
Department of Education EA/ET	60,000	50,000
Florida Non Profit Housing	47,053	47,470
H.U.D. Housing Couseling	13,447	12,964
ATEC	10,100	10,100
FACA/OAG	59,000	0
E-rate	151,032	129,681
Fund Raiser	23,000	23,000
Other	61,600	2,600
In-Kind / Cash Match	1,821,227	1,821,227
TOTAL REVENUE	17,495,047	17,644,058
EXPENSES		
Salaries and Wages	6,512,790	6,346,115
Fringe Benefits	1,653,341	1,565,582
Communications	175,240	204,606
Travel	108,702	154,481
Food	756,440	802,448
Rent and Utilities	503,232	565,157
Contractual Services	421,474	437,910
Materials and Supplies	710,981	731,756
Training	230,161	206,268
Grants, Subsidies and Contributions	3,983,765	4,243,006
Subcontractors	529,464	459,106
In-Kind	1,821,227	1,821,227
Other	88,230	106,396
TOTAL EXPENSES	17,495,047	17,644,058

# 2015 – 2016 PROPOSED HS/EHS COMMUNITY REPRESENTATIVES

# AGRICULTURAL AND LABOR PORGRAM, INC. HEAD START/EARLY HEAD START

2015-2016 PROPOSED COMMUNITY REPRESENTATIVES		
Ervin Valcin, RDH HANDS Pediatric Dental Program 3855 South US 1, Suite B, Fort Pierce, FL 34982 Telephone Number: (772) 342-1502	Mr. Valcin has been a member of the Policy Council for the last two-years; he is a Register Dental Hygienist of the HANDS of St. Lucie County Clinic. Mr. Valcin continues to provide services to the Head Start/Early Head Start children since the last five years. Mr. Valcin is one of the biggest supporters in providing services to low-income children and their families in the community. Therefore, Mr. Valcin will continue to be a great asset to the Policy Council and the program.	
Tom Peer Department of Children and Families District 19 - Licensing Supervisor 337 North US Highway 1, Benton Bldg. Fort Pierce, FL 34950 Telephone (772) 467-4184	Mr. Tom Peer has been a member of the Policy Council for the last two years; he is the District 19, Licensing Supervisor for the Department of Children and Families. Mr. Peer's commitment has been exemplary in the St. Lucie County community especially in the Child Care field; Mr. Peer serves in several committees that promote children's welfare. Mr. Peer has worked for the Department of Children and Families for several years. Mr. Peer's number one priority is "Promoting Children's Safety". Therefore, Mr. Peer will continue to be a great asset to the Policy Council and the program.	
Denise Sirmons Kids At Hope Coordinator 546 NW University Blvd., Suite 204 Port St. Lucie, FL 34986 Telephone (772) 871-5880	Ms. Sirmons was a member of the Policy Council for the 2014-2015 school year; she has been a committed and passionate supporter in the community. Ms. Sirmons continues working with the agencies and the school board promoting that all children are capable of success. Ms. Sirmons continues working with the management staff coordinating and facilitating community involvement. Therefore, Ms. Sirmons will continue to be a great asset to the Policy Council and the program.	
Felicia Sweeting-Harris Former Parent 3907 Avenue M, Fort Pierce, FL 34947 Telephone Numbers: (772) 448-8821 (772) 607-0774	Ms. Sweeting-Harris is a former Policy Council member. Ms. Sweeting-Harris continues to be an advocate of the program; she is committed to the organization. Therefore, Ms. Sweeting-Harris will continue to be a great asset to serve as a Community Representative on the Policy Council for the 2015-2016 school year.	
Board Representative	ТВА	