SINGLE SOURCE AWARD **BID # SS-11504-22**

Subject: Nutrition Services Program

Department: Kids Hope Alliance

Description of Purchase: Recommend approval of award to the Boys and Girls Clubs of Northeast Florida to provide nutrition food services for Kids Hope Alliance. Period of service is for one (1) year from date of executed contract. Total expenditure amount is $506,250.00.

Funding Source: 10901.181001.582001.000000.00000455.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Single Source Award To: Boys and Girls Clubs of Northeast Florida, Inc.

Price Justification: See attachment

Total Award: $506,250.00 **Requisition #:** N/A

Attachments: Single Source Form, Recommendation Memo and Vendor Letter and Sites

Certification as to Single Source: Dr. Saralyn Grass, CAO, Kids Hope Alliance

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

KIDS HOPE ALLIANCE
The Jacksonville Partnership for Children, Youth & Families

MEMORANDUM

TO: Gregory Pease,
Chief of Procurement Division

FROM: Dr. Saralyn Grass, Chief Administrative Officer
Kids Hope Alliance (KHA)

CC: Mike Weinstein, Acting Chief Executive Officer
Kenneth Darity, Chief Programs Officer
Joyce Watson, Director of Administration
Mary Nash, Director of Grants Management

SUBJECT: Requesting Permission to Grant a Single Source Award to Boys & Girls Club of Northeast Florida for the Nutrition Services Program

BID #: N/A

Fund	Center	Account	Project *	Activity	Interfund	Future	Index code
10901	181001	582001	000000	00000455	00000	0000000	JCOD191ESOS

DATE: August 25, 2021

Kids Hope Alliance (KHA) respectfully requests permission to grant a Single Source award for a purchase order with the Boys & Girls Club of Northeast Florida, Inc. for the Nutrition Services Program in the amount of $506,250.00.

Justification

The Boys & Girls Clubs of Northeast Florida (BGCNF) is the only non-governmental organization approved to serve meals to multiple locations throughout Northeast Florida by the USDA, Summer Bright Spot Grant and the Florida Department of Health. BGCNF currently serves meals to several of its own clubs and are in the process of expanding services to include more Community sites. These qualifications make BGCNF the only other agency besides the Kids Hope Alliance with the proper sponsorship/eligibility to oversee the Nutrition Services grants program in Duval County.
The transition of services from KHA to BGCNF is supported by the State grant funding agency and will allow for not only the continued provision of meals to the community but for an expansion of the program to include educational opportunities for children and families.

Cc: Annette Burney, Purchase Analyst

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Kids Hope Alliance / Grants Management

FUNDING SOURCE: JCOD191ESOS 10401 181001 582001 000000 00000455 00000 0000400

BRIEF DESCRIPTION OF GOODS/SERVICES:

Funding of a 12-month grant match contract to provide Nutrition Food Services to Jacksonville's children in an effort to reduce hunger and promote positive health and learning outcomes. Services will include the dispersement of meals and snacks served at eligible Summer Food Service Program and Afterschool Meal Program sites.

AMOUNT OF PROJECT (attach quote): $506,250.00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Provide an estimated 450,000 meals and snacks to Kids Hope Alliance designated Afterschool Meals Programs

Provide an estimated 225,000 meals and snacks to KHA designated Summer Food Service Program sites.

Offer educational opportunities for children and youth to learn about the food service industry.

Offer enhanced engagement opportunities for children, youth and families to learn about nutritious foods and recipes.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

The Boys & Girls Club of Northeast Florida is the only other agency besides the Kids Hope Alliance with proper sponsorship/eligibility to oversee this grant program in Duval County. In addition, the transition of oversight to Boys & Girls Club is supported by the State funding agency. Lastly, the Boys & Girls Club has the infrastructure and facilities to necessary to both provide and expand on current program services.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

In the past, the State funding agency and the Kids Hope Alliance have attempted to put these services out for bid but have not had adequate responses or identified agencies eligible to provide these services. KHA currently subsidizes State grant funding for nutrition programs. This funding would transfer both the grant funding and what is already being subsidized to a qualified partner agency.

Submitted by: Saralyn Grass (Name) KHA Chief Administrative Officer (Title)

Date: 8/31/21

Requesting Agency's Director's Signature:

BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA

August 24, 2021

Kids Hope Alliance

Boys and Girls Clubs of Northeast Florida is the only non-governmental organization approved to serve meals to multiple locations throughout Northeast Florida by the USDA, Summer Bright Spot Grant and Florida Department of Health. We currently serve meals to several of our own Clubs and are in the process of expanding our service to include more of our Community Sites.

In early 2022, we will open our multi-million-dollar Culinary Arts Program and Commercial Kitchen featuring an Executive Chef Instructor at our Citi Teen Center Boys & Girls Club. We are excited to partner with a billion-dollar company, Trio Community Meals, to prepare the meals we serve to support our Clubs. Our partnership with Trio will provide career development opportunities for young people from our Boys & Girls Clubs, as well as other after school providers. Trio will also provide nutritionists to work with our youth to learn the importance of nutritional meals and snacks. The nutritionists will be an integral part of our Meal Advisory Committee, working alongside chefs and select young people from our Boys & Girls Clubs to provide guidance and direction for our meal services program.

In continuation of our career development programs, our youth will also learn meal programming, quality control and the logistics of delivering meals to multiple sites. Additionally, Trio has offered to provide scholarships to work with their company providing our youth with exposure to a national food service organization.

We are excited to partner with you on such an important undertaking for the youth of Northeast Florida and ask you to consider our capabilities and value-added services sufficient to present us with a single source award to provide meals to the KHA funded after school providers.

Sincerely,

Paul Martinez,
President, CEO

Site	Contact Name		Contact Phone Number
America's Little Leaders	Abbie	Sanks	(904) 240-1864
Baxter Luther @ Woodland Acres Boys & Girls Club	Rochel	Huggins	(904) 721-1023
Beaches B&G Club	Audrey	Clowe	(904) 249-3588
Boys and Girls Club at Clanzel Brown Commnunty	David	Beeks	
Boys and Girls Club at River City Science Academy	Andrea	Mauldin	
Cornerstone Day School	DeShaundra	Smith	(904) 730-5500
Don't Miss a Beat at Edith Brown Ford	Esther	Poitier	(904)248-0190
Eastside PAL	Rashonda	Randolph	(904) 854-6555
Foundation Academy	Courtney	Amaro	
Global Outreach Charter Academy	Liliana	Komisarenko	(904) 742-2599
Henry T. Jones Community	Lorise	Carter	(904) 399-0615
Johnnie Walker Community Center	Jerome	Williams	(904) 630-0321
Joshua Christian Academy	Vangi	McKnight	(904) 388-2227
Julian Barrs Community Center	Dorothy	Newton	(904) 693-4909
Mali vai Washington Kids Foundation	Jackie	Stallone	(904) 359-5437
Mallison Park PAL	Tonia	Gaillard	(904) 854-6555 x 326
Mary Lena Gibbs Community	Regnald	Lucas	(904) 573-3153
Mitchell Community Center	Dinah	LeCount	(904) 630-0331
Monument PAL	Colby	Allen	(904) 854-6555
NFL Yet Boys & Girls Club	Shecara	Coney	(904) 632-8327
Northside / 33rd Street PAL	Roney	Mays	(904)854-6555 x 317
River City Science Academy Elementary	Christine	Richardson	(904)855-8010
Sanctuary on 8th Street	Jamie	Stater	(904) 356-3588
TDH 24 Hour Christian Academy	Jennifer	Johnson	(904) 527-3414
The Boys and Girls Club at Southwind Villas	Caryl	Anthony	(904) 374-6460
The Bridge Boys and Girls Club	Maurice	Snow	(904) 379-1673
The Carpenter's Shop	Theresa	White	(904)226-2056
Victory Pointe Boys & Girls	Dineshia	Kemp	(904) 693-1810
Vision For Excellence at McGirts Creek	Fay	Davis	(904) 573-3183
Wayman Academy of the Arts	PerSheena	Swindler	(904) 693-1503

Pending Approval

Contact email
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gracelynhogan@gmail.com
dineshiak@bgcnf.org
fdavis@vfejax.org
pswindler@wayman.org

Site Name	Address	Zip Code
33rd St. PAL/Northside PAL	2165 W. 33rd st	32209
Abyssinia M.B. Church	10325 Interstate Center Drive	32218
America's Little Leaders	1527 Gandy St	32208
Argyle Branch Library	7973 Old Middleburg Rd S	32222
Arlington 20/20 Summer Camp	3101-3 Justina Rd.	32277
Balis Center	1513 LaSalle St	32207
Beachwood Community Center	11758 Marina Dr	32246
Bradham Brooks Northwest Library	1755 Edgewood Ave	32208
Bridge Learning Center, The	320 8th St. West	32206
Brooks YMCA	10423 Centurion Pkwy. N.	32256
Brown Eastside Branch Library	1390 Harrison St	32206
Camp Glory-Potters House Christian Academy	5732 Normandy Blvd.	32205
Carpenter's Shop, Inc., The	1601 University Blvd. N.	32211
Cecil Field Recreation	13611 Normandy Blvd.	32221
Cedar Creek Christian School	1327 Lane Ave	32205
Centennial Townhouses West	1262-1 Broad St. N	32202
Charles Clark Community Center	8792 Sibbald Road	32208
Christ Ministry of Changing Lives	3040 Gilead Dr.	32254
Clanzel Brown Community Center	4575 Moncrief Rd.	32209
Colonial Village Apartments	9500 103rd St.	32210
Cornerstone Christian School	9039 Beach Blvd.	32216
Country Bumpkins Child Care	10805 Old Gainesville Rd.	32221
Cuba Hunter Community Center	4380 Bedford Rd	32207
Dayspring Baptist Church	5654 Dunn Avenue	32218

Desert Winds/Silver Creek	300 Silver Creek Trace	32216
Don't Miss a Beat @ Edith Brown Ford Park	2839 West Beaver Street	32254
Dupont Family YMCA	7373 Old Kings Road S.	32217
Emmett Reed Center	1093 W 6th St.	32209
Family Farms of Northeast Florida - The Parent Help	16844 Ethel Road	32218
First Coast Taekwondo Club	7540 103rd Street Suite 109	32210
Flagler Family YMCA	12735 Gran Bay Pkwy. Ste. 201	32258
Florida Baptist Children's Home	2300 Bartram Road	32207
Florida C. Dwight	1199 W. Church St.	32204
Freedom Road Church/Foundation Academy	3675 San Pablo Rd. So	32224
Gail Baker Center at Donner Park	2072 George Street	32233
Graham Branch Library	2304 N. Myrtle Ave.	32209
Greater Grant Memorial A.M.E.	5533 Gilchrist	32219
Henry T. Jones Community Center	3856 Grant Rd	32209
Highlands Branch Library	1826 Dunn Ave	32218
Household of Faith Church, Inc.	925 Edgewood Ave. W.	32208
Inspire to Rise, Inc.	5927 Old Timuquana Rd.	32210
Jacksonville Community Coalition @ Kings Ridge	2178 West 13th Street	32209
Joe James Community Center	2229 Grunthal St.	32209
Johnnie Walker	2500 W. 20th St.	32209
Julian Barrs Community Center	10151 Crystal Springs Rd.	32222
Legacy Ministries Worship Center*	825 University Blvd. N	32225
Lewis Cobb	4511 Portsmouth Ave.	32208
Livingway Christian Academy-Kingdom KARE*	6415 North Pearl Street	32208
Love Fellowship Christian Center	113 W. 17th Street	32206

MaliVai Washington Kids Foundation	1096 West 6th Street	32209
Mallison PAL/Westside	441 Day Ave	32254
Mary Lena Gibbs Center	6974 Wilson Blvd	32210
Mitchell Center	1010 Acorn St.	32209
Monument PAL	3450 Monument Rd	32225
Murray Hill Branch Library	918 Edgewood Ave. S	32205
NAS Youth Center-NAS Jacksonville	Bldg. 2069 Mustin Road	32212
NFL YET Boys & Girls Club	555 W 25th St	32206
Normandy Community Center	1751 Lindsey Rd.	32221
Northside Church of Christ Summer Camp	4736 Avenue B.	32209
Northwest Behavioral Health Services	2400 Edgewood Ave. N	32254
NS Mayport Youth Activities Center	Youth Center Building 2084 England Ct. E	32227
Oceanway Center	12215 Sago Ave	32218
Oxford Preparatory Academy	1057 Arlington Rd. N.	32211
Pablo Creek Regional Library	13295 Beach Blvd.	32246
Regency Square Public Library	9900 Regency Sq. Blvd.	32225
Robert F. Kennedy Center	1133 Ionia Street	32206
Rock Deliverance*	3636 Old Kings Road	32254
Sanctuary on 8th St.	120 E. 8th Street	32206
Southwind Villas Youth Center	8711 Newton Road #72	32216
UCCY @ The Blue Cypress Community Center	4012 University Blvd. N.	32277
University Park Branch Library	3435 University Blvd. N.	32277
Victory Pointe Boys & Girls Club	6750 Ramona Blvd.	32205
Vision For Excellence	8535 118th Street	32244
Wayman Community Development Corp.	1176 Labelle Street	32205

Webb Wesconnect Library	6887 103rd Street	32210
Westbrook Branch Library	2809 Commonwealth Ave.	32254
Westside Community	1083 Line St.	32209
Wilson's Rising Stars Youth Academy	10663 Monaco Drive #302	32218
Windy Hill Community Center	10540 Anders Blvd	32246
Winston YMCA*	221 Riverside Ave.	32202
Woodland Acres Boys & Girls Club	191 Pecan Street	32211
Word of Truth Worship Center	3012 W. 12th Street	32254
YMCA @ First Baptist Church of Oakland	1025 Jessie Street	32206
YMCA @ Riverside Park United Methodist Church	819 Park St.	32204

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
ORIGINAL CONTRACT # A5648
AMENDMENT # 3

The Department and Contractor amend this contract to comply with Ch.20-149, Laws of Fla., which created section 448.095, Florida Statutes to require all public employers, contractor, and subcontractors register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Accordingly, the contract is amended as follows:

1. Page 4, Section I.C.4.d., is deleted in its entirety and replaced with the following:

   d. The Contractor shall not employ unauthorized aliens.

      (1) The Contractor agrees to use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of:

         (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida;
         (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract;

      (2) The Department shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act.

      (3) Effective January 1, 2021, pursuant to section 448.095, Florida Statutes, Contractor must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all newly hired employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor must immediately terminate the contract with the subcontractor.

2. This amendment will begin on January 1, 2021, or the date on which the amendment has been signed by both parties, whichever is later.

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

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

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

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

CONTRACTOR: BOYS AND GIRLS CLUBS OF NORTHEAST FLORIDA, INC.

SIGNED BY: DocuSigned by: PAUL MARTINEZ 7C7C666DE050400

NAME: PAUL MARTINEZ

TITLE: PRESIDENT & CEO

DATE: 4/20/2021

FEDERAL ID NUMBER: 596167630

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: DocuSigned by: Melissa Jordan 370904CD9659478

NAME: Melissa Jordan, MS, MPH

TITLE: Director, Division of Community Health Promotion

DATE: 4/20/2021

DocuSign Envelope ID: 9897F20C-ABB2-4828-8883-C651644AAE8C

STATE OF FLORIDA

DEPARTMENT OF HEALTH

BUREAU OF CHILD CARE FOOD PROGRAMS

Child Care Food Program (CCFP)

Permanent Contract

IDENTIFICATION OF CONTRACTING PARTIES: This Permanent Contract (Contract) is entered into consistent with the terms and representations provided in the Contractor's application requesting participation in the Child Care Food Program (CCFP). The Contract is therefore, under those conditions, executed by:

The State of Florida
Department of Health
Bureau of Child Care Food Programs
(Department)
BIN #A-17, 4052 Bald Cypress Way, Tallahassee, Florida 32399-1727

With

Boys' and Girls' Clubs of Northeast Florida, Inc.
555 West 25 Street, Jacksonville, FL 32206

Contractors shall maintain this Contract with their CCFP records. Contractors are required to retain most CCFP records for at least three years after termination from the Program. Certain records are required to be retained longer. Records related to an ongoing audit must be retained until the audit is complete, even if longer than the standard retention period.

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Florida Department of Health
CHILD CARE FOOD PROGRAM
PERMANENT CONTRACT
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CHILD CARE FOOD PROGRAM

PERMANENT CONTRACT

THIS PERMANENT CONTRACT is entered into between the State of Florida, Department of Health, (Department) administering the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CFDA# 10.558), codified in Florida at Section 383.011(1)(i), Florida Statutes, and known as the Child Care Food Program (CCFP or Program), and Boys' and Girls' Clubs of Northeast Florida, Inc. (Contractor), jointly referred to as "the parties" This Contract shall supersede all previous communications, representations, contracts, or agreements, either verbal or written between the parties.

THE PARTIES AGREE:

CONTRACTOR ENCOURAGED TO SEEK LEGAL COUNSEL

1. This CCFP Permanent Contract is a legal binding agreement between the Contractor and the Department. Entering into this Contract may affect the Contractor's rights and responsibilities under Florida law. It is therefore most likely that the Contractor will have individual legal concerns that are best addressed by an attorney representing that Contractor's interests.

2. The Department is not permitted to nor will it provide legal advice regarding this Contract. The Department is only permitted to describe the various terms, conditions, and functions of the requirements within the Contract. The Department may not advise the Contractor as to the Contractor's rights under the Contract's provisions. No verbal representations regarding this Contract shall have force or effect regardless of the source of that representation unless reduced to writing and implemented consistent with the terms of this Contract.

3. Violation of the terms of this Contract could lead to disqualification. If a contractor falsifies program records, such action is considered submission of a false or fraudulent claim and a serious violation of the CCFP and this Contract. A violation of a Program requirement is also a violation of this Contract. In each instance if the violation is proven such action may result in disqualification from the Program for seven years.

I. THE CONTRACTOR AGREES TO:

A. PROVIDE SERVICES IN ACCORDANCE WITH CONTRACT

Provide services in accordance with this Contract and governing state and federal law, and to comply with any state or federal rules, regulations, instructions, policies, procedures, and manuals used by the Department in its administration of the CCFP.

B. ACCEPT FINAL ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY

Accept final administrative and financial responsibility for total CCFP operations governed by this Contract.

C. COMPLY WITH GOVERNING LAWS, RULES, REGULATIONS, AND POLICIES

1. The terms and conditions of this Contract, including Attachments 1, 2 and 3 to this Contract and all applicable rules, regulations, instructions, policies, procedures and manuals.

2. Florida Law. This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

3. Florida Department of Health, Bureau of Child Care Food Programs (CCFP) manuals and guides, as though fully set forth herein, with which the Contractor hereby agrees to comply as a condition of this Contract. The Contractor shall comply with the following manuals and guides as applicable: the Procedure Manual for Sponsors of Unaffiliated Centers; the Procedure Manual for Sponsors of Day Care Homes; the Procedure Manual for Sponsors of Affiliated Centers; the Procedure Manual for Independent Child Care Centers; the Procedure Manual for Afterschool Snack Programs; the Financial Management Guide; A Guide to Crediting Foods; Feeding Infants in the Child Care Food Program; the Eligibility Guide for Child Care Centers; Catering Contract Guidance; Prospective Contractor Training for Child Care Centers; Prospective Contractor Training for the Afterschool Nutrition Program; Prospective Contractor Training for the Homeless Children Nutrition Program; Sponsor Oversight Responsibilities for Sponsors of Day Care Homes; Sponsor Oversight Responsibilities for Sponsors of Unaffiliated Child Care Centers; Sponsor Oversight Responsibilities for Sponsors of Afterschool Nutrition Programs; and Sponsor Oversight Responsibilities for Sponsors of Homeless Children Nutrition Programs.

4. Federal Law

a. As though fully set forth herein, all CCFP rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the CCFP, including but not limited to applicable provisions of: Title 7 Code of Federal Regulations Part 226, "Child and Adult Care Food Program"; Office of Management and Budget

Circular A-21, "Cost Principles for Educational Institutions"; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations"; Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; USDA Food and Nutrition Service Instruction 796-2, Revision 3 and subsequent revisions; Title 7 Code of Federal Regulations Part 3015, "Uniform Federal Assistance Regulations"; and Title 7 Code of Federal Regulations Part 3016, "Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments"; Title 7 Code of Federal Regulations Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and Title 7 Code of Federal Regulations Part 3052, "Audits of States, Local Governments, and Non-Profit Organizations."

b. The Contractor hereby agrees and assures that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C §2000d et seq.) Title IX of the Education Amendments of 1972, (20 U.S.C. §1681 et seq.) as amended, Section 504 of the Rehabilitation Act of 1973, (29 U.S.C., §794) as amended, the Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.) as amended, and all requirements imposed by the regulations of the U.S. Department of Agriculture (Title 7 Code of Federal Regulations Part 15); Department of Justice Enforcement Guidelines, (Title 28 Code of Federal Regulations Part SO.3, 42 and 50); and USDA, Food and Nutrition Service directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this Contract. Contractors who are also sponsors further agree to ensure compliance with these requirements at each of their sponsored facilities.

(1) This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property, or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Contractor by the USDA.

(2) This assurance also incorporates any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this Contract.

(3) By executing this Contract, the Contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Contract are authorized to sign this assurance on the behalf of the Contractor.

c. If reimbursements paid to the Contractor exceed $100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations of the above to the Department. If reimbursements paid to the Contractor exceed $100,000, the Contractor's execution of this Contract shall serve as its certification that it will not and has not used CCFP funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this Contract pursuant to Title 31 United States Code Section 1352.

d. The Contractor shall not employ unauthorized aliens.

(1) The Contractor agrees to use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of:

(a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida;

(b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract;

(2) The Department shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act.

e. The Contractor shall comply with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, child care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. MAINTAIN AND ALLOW AUTHORIZED ACCESS TO ALL RECORDS OF CCFP OPERATIONS

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.

2. To maintain its current month's and prior 12 month's records of CCFP claims and reports in separate monthly file folders containing an original of all receipts and an original or copy of all other monthly records supporting the Contractor's CCFP claim for each designated month. These records shall be available for review, audit, and copying at the Contractor's operational location within one hour of written or verbal request.

3. To retain all program related records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of three (3) years after expiration or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until final resolution of the audit findings or any litigation relating to the audit findings or any action subject to administrative review. Any records retained, regardless of the time retained, shall be subject to inspection, copying, audit, and review. If the Contractor is a day care home sponsor that Contractor must retain records for all disqualified day care home providers for 10 years after disqualification.

4. Upon expiration or termination of this Contract and at the request of the Department, the Contractor will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in subparagraph 3 of this section. The Contractor agrees to maintain the records for the requisite period, even if this Contract is terminated or if the Contractor has ceased operations.

5. To ensure that all records shall be available for copying, inspection, review, or audit, during any hours that the Contractor is open for business, but at minimum between the hours of 8 a.m. and 5 p.m.

a. Ensure that all records applicable to the current month and prior 12 months of operation are available on-site, in paper form, for inspection, copy, review, or audit.

b. Maintain all CCFP records at the site at which the Contractor provides program services and/or at the Contractor's sponsoring organization office, as appropriate to the type of record maintained.

c. Provide access to records within one hour of formal request to:

(1) Employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, Florida Department of Financial Services , Division of Public Assistance Fraud, and Early Learning Coalitions upon presentation of appropriate photo identification; and

(2) Other authorized individuals who the Department designates in writing upon presentation of that designation and proper photo identification.

6. Permit employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, or Florida Department of Financial Services, Division of Public Assistance Fraud to take physical possession of any CCFP records, or equipment containing such records and any other records maintained on equipment used in the CCFP, upon presentation of photo identification.

7. Upon presentation of appropriate photo identification, the Contractor shall grant appropriately designated individuals full access to all program related records, financial records, supporting documents, statistical records, any of the Contractor's contracts and any other documents (including electronic storage media) pertinent to this Contract, regardless of the form in which kept, at all reasonable times, and all reasonable places, for as long as records are retained. Individuals granted access pursuant to the terms of this Contract and this provision shall include employees of the Department, those individuals authorized in writing by the Department, personnel of the United States Department of Agriculture, Florida Department of Law Enforcement, Florida Department of Financial Services, Division of Public Assistance Fraud, representatives of Early Learning Coalitions, and federal auditors pursuant to Title 45 Code of Federal Regulations, Part 92.

E. PROVIDE REQUIRED AUDIT RECORDS

1. A not-for-profit organization or non-federal governmental entity that expends Federal awards, including CCFP reimbursements, of $500,000 or more in its fiscal year, shall assure that a single or program-specific audit is conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised. The Contractor agrees to:

a. Annually complete a determination regarding which audit requirements it must meet in accordance with Office of Management and Budget Circular A-133, as revised;

b. When an audit is required, ensure that the audit is ordered and completed consistent with the requirements of Office of Management and Budget Circular A-133, as revised, and Attachment 3 to this Contract;

c. Submit copies of audit reports for audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, , whether required or voluntary, to the Department according to the requirements stated in Attachment 3 to this Contract.

2. In connection with the audit requirements addressed in subparagraph 1 of this section, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of Office of Management and Budget Circular A-133, as revised as though fully set forth herein, and shall make all records relating to the audit, including but not limited to accountant work papers and findings, available to the Department for inspection and copying.

F. PROPERLY DISBURSE CCFP REIMBURSEMENT FUNDS RECEIVED

1. Use CCFP reimbursement funds only to pay for allowable CCFP costs;

2. Pay all supplier or subcontractor invoices, for CCFP claimed costs, by the earlier of payment due date or within five business days after receipt of CCFP reimbursement; and

3. If it is a sponsor of day care homes or sponsor of unaffiliated child care centers, disburse reimbursements to sponsored facilities within five business days of receipt of reimbursement from the Department. The date the sponsor receives the direct deposit notice or check in the mail is the date reimbursement is considered received from the Department.

G. SUBMIT DOCUMENTS TO THE DEPARTMENT

1. In addition to any documents required to be submitted to the Department in compliance with state and federal law, the Contractor agrees to submit any receipts, invoices, documentation, or other evidence that the Department in its sole discretion deems necessary to evaluate the validity of any and all claims for reimbursement submitted by the Contractor. Such requirement for documentation may also require the Contractor to submit documentation prior to payment of any claim; any claim or portion thereof that is not supported by documents requested by the Department in writing shall be disallowed.

2. The Contractor shall provide any and all information requested by the Department which the Department deems necessary in its sole discretion to evaluate an application to participate in the CCFP or an application to renew its participation in the CCFP or to evaluate a Contractor's performance in the CCFP, including but not limited to, documents which the Department determines are necessary to evaluate the applicant's or the Contractor's financial viability, administrative capability and program accountability.

3. The Contractor shall provide written notice to the Department within five business days of:

a. Any change to the Contractor's official mailing address to which all legal notices and other correspondence shall be directed. The Contractor shall be bound by all records mailed to that address for purposes of enforcement proceedings regarding this Contract;

b. Any change to the Contractor's street address (physical location) where CCFP services are being provided;

c. Any change in the Contractor's Federal Employer Identification Number (FEIN) or legal name or doing-business-as (DBA) name;

d. Any change in the Contractor's responsible principals and responsible individuals certification. This written notice shall include:

(1) Notification of any change in a previously identified principal's or individual's status that would render that person unqualified to continue to serve.

(2) Notification of any convictions of a Contractor's responsible principals or responsible individuals (any person who holds a management position with the Contractor, owners, officers or members of the board of directors) for crimes indicating a lack of business integrity. Such designated crimes shall include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity; and

(3) The Contractor's proposed personnel change to remove or otherwise disqualify the principal(s) and/or responsible individual(s) from participation in the CCFP.

4. For the purpose of annual certification of continued participation in the Program, the Contractor shall:

a. Submit to the Department information required pursuant to CCFP regulations;

b. Submit to the Department, upon request, additional records and information the Department deems necessary to substantiate the Contractor's continued eligibility to participate in the CCFP for the coming year or;

c. If the Contractor chooses not to comply with the annual certification requirements, voluntarily withdraw from the CCFP by the date specified by the Department unless currently under a Notice of Serious Deficiency. Failure to comply with annual certification requirements or voluntarily withdraw from the CCFP will result in non-punitive termination of this Contract without appeal, unless currently under a Notice of Serious Deficiency.

H. OBTAIN PRIOR DEPARTMENTAL APPROVAL OF CONTRACTOR'S OPERATIONS

1. A Contractor serving as a CCFP sponsor of any facility with which the Contractor has no affiliation shall obtain prior written approval from the Department for all salaries and benefits funded by CCFP reimbursements. Salaries and benefits must be reasonable, prudent, and necessary for the furtherance of the CCFP in addition to being in compliance with federal law. The reasonableness of salaries and benefits shall be determined by the Department after its review of the Contractor's operations or anticipated operations and shall not exceed those salaries and benefits generally made available to non-profit corporation employees and officers in the same geographical area for similar services. The determination of reasonable, prudent, and necessary salaries and benefits shall be at the Department's sole discretion.

2. A Contractor serving as a CCFP sponsor of any facility with which the Contractor has no affiliation shall not employ staff or officers or directors who are related by blood or marriage without the prior written approval of the Department. Any such approval will be granted only upon written documentation of extraordinary circumstances and shall only be granted for the shortest period of time necessary to address the justifying circumstances.

3. The Contractor shall submit budgets and budget amendments that are reasonable, prudent, necessary, and allowable in accordance with Food and Nutrition Service (FNS) Financial Management Instruction 796-2, Revision 3 and subsequent revisions, for the furtherance of the CCFP. The determination of reasonable, prudent, necessary, and allowable budget items and amounts shall be at the Department's sole discretion. All budgets and budget amendments shall require the Department's prior written approval. No more than four budget amendments may be filed in any federal fiscal year unless the Contractor is able to show good cause why additional amendments are required due to expenses that could not be reasonably anticipated and handled through the allowed number of amendments. The determination of good cause shall be at the Department's sole discretion.

4. The Contractor shall comply with program meal requirements as specified by 7 CFR §226.20. Failure to meet Program specifications shall subject the Contractor to issuance of a warning letter, require the Contractor provide a corrective action plan, subject the Contractor to additional documentation required (ADR) claims procedures, Notice of Serious Deficiency, proposed termination, and disqualification.

5. Contractors providing services in accordance with this Contract hereby agree that they shall not during that same period provide services to CCFP contractors or facilities as a registered caterer with the Florida Department of Health. Contractors attempting to simultaneously perform services under this Contract and also as a registered caterer with the Florida Department of Health shall be in violation of the terms of this Contract and may be subject to disqualification.

6. Contractors agree that they shall not assign or pledge current or future CCFP operational reimbursement funds or equipment procured with CCFP funds as collateral of any kind for a loan, line of credit, or for a repayment plan for unpaid debts.

I. MONITORING, COMPLIANCE AND REVIEW PROCEDURES

1. The Contractor agrees to submit to monitoring, compliance reviews and subsequent administrative and criminal penalties that may apply, to include:

a. Reviews of audits conducted in accordance with Office of Management and Budget Circular A-133, as revised; and

b. Monitoring procedures by the Department that may include, but are not limited to, on-site visits by Department staff or contracted entities on behalf of the Department, limited scope audits as defined by Office of Management and Budget Circular A-133, as revised, and/or other procedures or audits deemed necessary in the sole discretion of the Department to evaluate program operations.

2. The Contractor agrees to comply and cooperate with any:

a. Monitoring procedures/processes deemed appropriate by the Department;

b. Additional instructions provided by the Department to the Contractor upon the Department's determination that an audit or a limited scope audit of the Contractor is appropriate; and

c. Inspections, reviews, investigations, or audits deemed necessary by the Department, or the State of Florida's Comptroller or Auditor General.

3. Any Contractor serving as a CCFP sponsor shall monitor each sponsored facility and ensure its compliance with the requirements of state and federal rules, regulations, policies, instructions, procedures, and manuals. Contractor personnel responsible for monitoring must carry photo identification demonstrating their relationship to the sponsoring organization and present it upon request.

4. Regarding inspections and regulatory actions the Contractor agrees:

a. To permit persons authorized by the Department to inspect any records, papers, documents (including electronic storage media), facilities, and/or goods and services of the Contractor which are relevant to this Contract, and/or to interview any clients and employees of the Contractor.

b. That any inspections or monitoring visits of the Contractor's facility or of the Contractor's records shall be made to assure the Department of the satisfactory performance of the terms and conditions of this Contract. The Contractor agrees that such visits, reviews, or inspections may be announced or unannounced.

c. To acknowledge site review findings by providing an authorized signature on the site review form upon completion of the specific site review. Failure to acknowledge such findings or provide exceptions at the time of the site review shall be grounds for Notice of Serious Deficiency.

d. To accept the Department's written report of findings regarding the Contractor's performance or compliance with the terms of this Contract.

e. To provide its written response to the Department's written report of findings within the period specified in the Department's notice of required corrective action.

f. That the Department, at its sole and exclusive discretion, may or may not accept the Contractor's corrective actions. The Contractor agrees to respond to all requests for modification of the Contractor's proposed corrective actions as specified by the Department. The Contractor agrees that it shall correct all noted deficiencies identified by the Department consistent with a Department approved Corrective Action Plan (CAP) within the specified period of time set forth in the Contractor's CAP.

g. That the Contractor's failure to submit an acceptable CAP to the Department within the timeframe provided in the Department's notice, or failure to correct noted deficiencies, or failure to fully and permanently maintain implemented corrective action may, at the sole and exclusive discretion of the Department, result in:

(1) The Contractor being deemed in breach or default of this Contract;

(2) Suspension of program participation;

(3) Withholding of payment to the Contractor by the Department;

(4) Termination of this Contract for cause: and

(5) The Contractor and the Contractor's responsible principal(s) and responsible individual(s) being disqualified from participation in the CCFP and listed on the USDA National Disqualified List.

h. That the Contractor's failure to implement and maintain an approved corrective action(s) shall result in contract termination and disqualification and listing the Contractor, and the Contractor's responsible principal(s) and responsible individual(s) on the USDA National Disqualified List.

i. That the Contractor's exclusive means of challenging the Department's determination of acceptable CAP submission, successful correction of deficiencies, suspension, and/or proposed termination and entry of named parties on the USDA National Disqualified List shall be the review procedures provided pursuant to the terms of this Contract and Title 7 Code of Federal Regulations, Part 226.

5. Upon termination or expiration of this Contract, for a period of three years from the end of the federal fiscal year in which the Contract is terminated or expires, the Contractor agrees to :

a. Maintain all CCFP records and program related records, unless instructed by the Department to maintain those records for a longer period of time;

b. Maintain all records pertaining to any unresolved audit or review for a minimum of three fiscal years plus the current fiscal year or until all outstanding issues are resolved; and

c. Submit to the Department's authority regarding the issue and determination of a serious deficiency. Failure to respond or successfully resolve any Notice of Serious Deficiency may result in the Contractor and its responsible individual(s) and responsible principal(s) being added to the USDA National Disqualified List pursuant to the requirements of Title 7 Code of Federal Regulations Part 226.6.

J. DEPARTMENT AUTHORITY TO SEEK OTHER ACTIONS AT LAW

1. The Contractor agrees that administrative and criminal penalties may apply to violation of the terms of this Contract.

2. The Contractor hereby acknowledges that any monitoring or review, whether performed by the Department, the United States Department of Agriculture, the Florida Department of Law Enforcement, the Florida Department of Financial Services, Division of Public Assistance Fraud or by another entity authorized by the Department may result in the initiation of criminal charges and that the Department will actively cooperate and assist in such criminal prosecution.

3. The CCFP sanctions for Contractor violations shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance; and

4. The CCFP sanctions do not limit or replace the authority of the USDA, Comptroller General, or Department to seek damages, or civil or criminal action;

5. Nothing in this Contract precludes the Department from obtaining damages as well as any other remedy authorized by law as a result of the Contractor's breach of this Contract or violation of applicable federal and state rules and regulations pertaining to the CCFP.

K. INDEMNIFICATION

1. Indemnification is not applicable as to the Department in contracts executed between the Department and state agencies or subdivisions, as defined in Section 768.28, Florida Statutes, or between the Department and federal agencies or sovereign American Indian nations. However, such indemnification provisions shall apply to the Contractor in subparagraphs 2 and 3 of this section.

2. The Contractor shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omission by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

3. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail, equivalent delivery service, e-mail or facsimile transmission. Only adjudication or judgment after highest appeal is exhausted specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to indemnify.

L. ASSIGNMENTS AND SUBCONTRACTS

1. The Contractor agrees:

a. It shall be responsible for the administration and financial management of its operation;

b. It shall not enter into any subcontracts or agreements affecting the Program subsequent to the execution of this Contract without the Department's prior written approval;

c. If it intends to enter into any Program related subcontracts it shall:

(1) Provide the Department written notice of the intended subcontract. That notice shall include the name of the intended subcontractor, the name of its principal owners, the intent of the contract and the estimated total value of that contract;

(2) Provide the Department any required budget updates reflecting the proposed subcontractor's expense for evaluation;

(3) Not enter into the requested subcontract until approved by the Department; and

(4) Not pursue a subcontractor relationship in support of this Contract should the Department not approve such subcontract.

2. The Contractor agrees that the Department shall not approve any subcontract for CCFP management functions, including but not limited to, program financial management, eligibility review and approval, preparation and maintenance of enrollment rosters, tiering determinations, monitoring, and submission of claims for reimbursement.

3. Approval or disapproval of CCFP related subcontracts shall be at the sole discretion of the Department. Any Program related subcontract not approved by the Department shall be null and void as to the provisions of this Contract and the Department's responsibility to reimburse any costs for the unauthorized subcontract support of the Contractor's operations.

4. The Contractor shall be responsible for all work performed and all expenses incurred for implementing the CCFP on behalf of the Department. If the Department permits the Contractor to subcontract part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, the Contractor agrees that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Department against such claims.

5. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

M. CONDITION FOR RECEIPT OF FEDERAL FUNDS

In compliance with the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, no payment will be issued to the Contractor until it has obtained a Data Universal Number System (DUNS) number. This may be found at http://fedgov.dnb.com/webform.

N. MEET ADDITIONAL REQUIREMENTS TO MAINTAIN PARTICIPATION IN CCFP

1. Contractor Legal Name and Federal Employer Identification Number (FEIN) shall not be changed.

a. The Contractor agrees that it shall maintain its participation in the CCFP under this Contract under its approved legal name and FEIN.

b. The Contractor agrees that it shall not change its legal name or FEIN under this Contract.

c. The Contractor agrees to immediate termination of this Contract if the Contractor changes its legal name or FEIN. Such termination shall be subject to all requirements of this Contract.

2. The Contractor shall:

a. Prior to doing business with the State of Florida, submit a W-9 to the Florida Department of Financial Services (DFS) electronically via the Vendor Website at https://flvendor.myfloridacfo.com;

b. Notify the Department and the Florida Department of Financial Services (DFS) of any changes in W-9 information within 10 calendar days.

3. The Contractor hereby agrees to submit all valid claims for reimbursement consistent with the following requirements:

a. Claims for reimbursement shall be supported by required records maintained in sufficient detail to justify the reimbursement claimed;

b. Records shall be available to support the claim and the Contractor's act of claim submission shall be a certification that such records are maintained in the Contractor's files to substantiate each claim submission;

c. Claims for reimbursement shall be submitted to arrive at the Department no later than 60 days following the last day of the month covered by the claim. A one-time exception may be granted upon Department approval within any 36 month period. If approved, payment of the late claim is subject to funds availability. Any claim submitted outside of this requirement shall be denied;

d. Subject to the terms of this Contract, the Contractor shall submit monthly claims for reimbursement to the Department for each month that the Contractor is eligible to file claims, commencing the first full month after the Contractor's approved CCFP begin date. The Department may terminate the Contract for failure to operate the Program (serve reimbursable meals, maintain records, file timely claims, etc.) for three consecutive months.

4. Corporations are recognized under the law as natural persons and may participate in the CCFP. The Corporation and each of its responsible principals or responsible individuals (as defined pursuant to 7 CFR §226) shall be subject to all CCFP requirements and may be individually disqualified from the CCFP and individually placed on the National Disqualified List.

5. Federal CCFP funds are subject to greater oversight. The Department performs a fiduciary function, on behalf of the taxpayers. Therefore, the provisions of this Contract shall apply to all Contractors organized as Corporations whether or not that corporation's stock is publicly traded.

6. During the term of this Contract the Contractor agrees that any proposed sale, transfer, or other conveyance or pledge of CCFP assets shall not be executed as long as the Contractor participates in the CCFP unless the Contractor has obtained prior Department approval of that transaction.

a. The Contractor shall notify the Department in writing of its intent to sell, transfer, convey, or pledge any assets purchased with CCFP funds. The Contractor's notice shall state the name or names of the intended purchasers, transferees or creditors and be provided to the Department in writing no less than 30 days prior to the date of such proposed change. The Department may also obtain such information from the Florida Department of State, should it choose to do so in addition to any contractor notification provided.

b. The Department shall either agree to or decline the proposed change and provide the Contractor written notification of its decision. If the Contractor chooses to pursue the proposed change after the Department declines, the Contractor agrees to notify the Department of the sale. This Contract shall terminate upon the date of that sale, consistent with the terms of this Contract. The Department shall not pay any claims from the Contractor or its designated assignee for meal services occurring after the Contract termination date.

c. If it is discovered or reported that from the date of the Contractor's initial CCFP application more than fifty percent (50%) of the stock of the Contractor's corporation is sold, transferred, otherwise conveyed or pledged, the Contractor agrees that this Contract shall terminate immediately.

d. Failure of the Contractor to provide such notice may result in the Department issuing a Notice of Serious Deficiency and Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals and immediate termination of this Contract.

7. If a contractor fails to complete all responsibilities under this Contract, the Contractor and its responsible principals and responsible individuals may be disqualified from further participation in the CCFP and placed on the USDA National Disqualified List.

O. CONDITIONS FOR RETURN OF FUNDS

To return to the Department any overpayments due to unearned funds pursuant to the terms of this Contract or applicable state or federal law, rules, regulations, instructions, policies, procedures or manuals, that are used by the Department in its administration of the CCFP. In the event that the Contractor or its independent auditor discovers that

an overpayment has been made, the Contractor shall notify the Department by certified mail within five (5) days of such discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Contractor by letter of such a finding. Repayment shall be made pursuant to the Department's instructions to the Contractor and shall include interest as required by federal law; such instructions may include but are not limited to a sponsor's payment to sponsored facilities and a contractor's payment to the Department.

P. PROCEDURES FOR DISALLOWANCE OF PROGRAM PAYMENTS

In the event the Department discovers the Contractor's failure to comply with recordkeeping requirements pertaining to records directly supporting claims for reimbursement, the Department shall disallow payment for any meals and/or not supported by such records. Records that support claims for reimbursement may include, but are not limited to, free and reduced price meal applications, daily meal counts, menu records, original receipts and invoices for CCFP expenses, enrollment records, and attendance records. The Contractor may appeal the Department's decision to disallow Program payments as described in Section II.B of this Contract.

Q. INDEPENDENT CAPACITY OF THE CONTRACTOR

1. In performance of this Contract, it is agreed between the parties that the Contractor is an independent contractor and that the Contractor is solely liable for the performance of all tasks contemplated by this Contract, which are not the exclusive responsibility of the Department.
2. The Contractor, its officers, agents, employees, or subcontractors in performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. The Contractor shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
3. The Contractor, its officers, agents, employees, and its subcontractors are not entitled to state retirement benefits, state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

R. TRAINING AND SECURITY

1. The Contractor agrees to attend all meetings and training sessions required by the Department.
2. CCFP records contain information that is confidential under both Florida and federal law. The Contractor agrees to maintain any and all records, documents, forms, reports, and information, in whatever form, in a secure location with access that is sufficiently limited to protect the records.
3. Public Access to Records. It is expressly understood that the Contractor is acting on behalf of the Department and refusal to comply with public record access provisions shall constitute violation of the Contract for which the Department may unilaterally terminate the Contract. Therefore, the Contractor herein agrees and shall:

a. Promptly notify the Department of any requests it receives for public records;

b. Not grant access to or release records of any nature until properly approved by the Department in writing;

c. When instructed pursuant to the terms of this Contract, allow public access to all documents, papers, letters, or other materials related to this Contract as required by Article I, Section 24, of Florida's State Constitution and Chapter 119, Florida Statutes, 7 CFR §226 at no additional cost to the Department;

d. Maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure;

e. Hold the Department harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of the Contractor's improper disclosure of confidential records whether public record or not and shall defend the Department against the same at the Contractor's expense; and

f. Allow the Department access to any paper or electronic records that contain data relevant to this Contract and associated management information or data.

S. DESIGNATION OF NON-PRICING OR PRICING POLICY

1. The Contractor agrees to designate its participation under either the non-pricing or pricing policy listed below upon entry into the Program. The Contractor shall not change its designated policy without written approval from the Department. The Contractor shall select and participate under one of the following:
2. Non-Pricing Policy

a. The Contractor agrees that all children in attendance at site(s) listed on the Site Information Form(s) and/or Provider Information Form(s), are offered the same meal at no separate charge regardless of race, color, sex, age, national origin, or disability, and there is no discrimination against any child in the course of the meal service based on race, color, sex, age, national origin, or disability.

b. The Contractor agrees to limit access to eligibility information to persons directly connected with the administration and enforcement of the CCFP.

3. Pricing Policy

a. The Contractor agrees to charge separately for meals. The Contractor will charge no more than 40 cents for a reduced-price lunch or supper, 30 cents for a reduced-price breakfast and no more than 15 cents for a reduced-price snack.

b. The Contractor agrees to serve free or reduced-price meals to any child enrolled at the site(s) listed on the Site Information Form(s) whose household income falls within the current Florida Income Eligibility Guidelines

or whose household receives benefits from the Food Assistance Program (federally known as the Supplemental Nutrition Assistance Program - SNAP) or Temporary Assistance to Needy Families (TANF).

c. The Contractor agrees to provide these benefits to children from households that are experiencing strikes, layoffs, and unemployment which causes the household income to fall within the criteria set forth in the current income eligibility guidelines.

d. The Contractor agrees to collect meal payments outside of the meal period in a manner that does not identify the eligibility status of children receiving free or reduced-price meals to those not involved in the collection of meal payments. To protect the anonymity of eligible children receiving free or reduced-price meals, one of four methods will be used for collection: 1) daily collection at a designated time and place; 2) weekly collection at a designated time and place; 3) monthly collection at a designated time and place; or 4) billing statement to parents/participants.

e. The Contractor agrees that there will be no overt identification of free and reduced-price meal recipients and no discrimination against any participants on the basis of race, color, national origin, sex, age, or disability.

f. The Contractor agrees to implement the following policy in determining the eligibility of program participants.

(1) The Contractor agrees to send to each household a Parent Letter and Application for Free or Reduced-price Meals based on the samples and procedures provided by the Department of Health. Parents/Guardians will be requested to complete the Application and return it to the Contractor's or site's determining official for review. Such Applications will be maintained on file for three years after the end of the year in which they pertain. Applications may be filed at any time during the year. Any family member enrolling a child in a site for the first time, at any time during the year, will be supplied with such documents. If a child transfers from one site to another under the jurisdiction of the same contractor, the eligibility for free or reduced-price meals will be transferred. All qualifying children from the same household will receive the same benefits. Within fourteen calendar days of receipt of Applications, parents/guardians will be notified individually of the approval or denial of their Application. Children will be served meals based on eligibility category immediately upon the determination of their eligibility. When an Application is rejected, parents or guardians will be informed of the reason for denial, the availability of a hearing procedure, and the name and address of the designated hearing official.

(2) The Contractor agrees to designate the administrative position responsible for reviewing Applications and making determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible to receive free or reduced-price meals.

g. The Contractor agrees to annually provide a public release containing information from the sample to the media serving the area from which the center draws its attendance.

h. The Contractor agrees to establish an appeal and hearing procedure for use when participant benefits are denied or terminated as a result of verification. During the appeal and hearing the child will continue to receive free or reduced price meals. Prior to initiating the hearing procedure, the parent/guardian or local official will be permitted to request a conference to discuss the situation, present information, and obtain an explanation of information submitted on the Application and decisions made. Such a conference will not in any way be allowed to prejudice or diminish the right to a fair hearing.

i. The hearing procedure will provide the household and/or designated representative with:

(1) A simple, publicly announced method to make an oral or written request for a hearing.

(2) An opportunity to be assisted or represented by an attorney or other person in presenting its appeal.

(3) An opportunity to examine, prior to and during the hearing, any documents, and records presented to support the decision under appeal.

(4) A hearing held with reasonable promptness and convenience, and with adequate notice given as to the time and place of the hearing.

(5) An opportunity to present oral or documentary evidence and to make an argument that supports its position.

(6) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.

(7) A hearing conducted and the final determination made by a hearing official who did not participate in making the decision being appealed or in any previously held conference.

(8) A determination by the hearing official based on the oral and documentary evidence presented at the hearing and made a part of the hearing record.

(9) Written notification of the decision of the hearing official.

j. The Contractor agrees to prepare a written record for each hearing, which includes the challenge or the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official, including the reasons therefore, and a copy of the notification to the parties concerned with the decision of the hearing official.

k. The Contractor agrees to preserve a written record of each hearing for a period of three years and make available for examination by the parties concerned or their representatives at any reasonable time and place during the period.

T. Meet Additional Requirements When Serving as a Sponsor

1. Comply with all CCFP requirements relevant to its function as a Sponsor Organization;
2. Conduct all Administrative Reviews for suspension and/or disqualification consistent with the requirements of 7 CFR §226 and applicable procedure manuals and Department requirements;
3. Incrementally report the result of all reviews to the Department as instructed;

4. Reopen administrative reviews when the Department so directs and conduct such reviews in compliance with 7 CFR §226 and the Department's instructions;

5. Record the reopened administrative review, facilitate the issue of a formal written finding and forward that finding to the parties and Department in resolution of deficiencies the Department identifies.

U. CONTRACT AMENDMENT PROCEDURES

1. Contract Amendment

a. The Department shall have the right to amend the Contract from time to time as required under the Program's regulations or for operational necessity.

b. Such amendment, executed by the Department, shall be mailed to the Contractor's last reported mailing address. The Contractor shall no later than 21 days of receipt of the amendment:

(1) Sign the amendment and return a copy to the Department; or

(2) Provide the Department written notice of its intent to withdraw from the Program.

c. Amendments to the Contract shall be effective upon the earlier of:

(1) 30 days after receipt of the amendment; or

(2) 35 days after the Notice of Amendment is mailed to the Contractor.

d. The Amendment shall be adopted by reference into the original Contract and considered effective against all parties at the end of the applicable 30 day period unless:

(1) The Contractor submits written notice of objection to the amendment and its intent to withdraw from the Program within 30 days of receipt of the amendment; or

(2) The Department withdraws the amendment.

2. The Contractor shall:

a. Elect to comply with the contract amendments issued by the Department by not objecting within 30 days from the date of receipt of the proposed amendment; or

b. Provide written notice of objection and withdrawal from the Program to the Department within the earlier of:

(1) 30 days from the date of the receipt of the written notice of contract amendment; or

(2) 35 days after the Department mails the Contractor notice of the contract amendment.

V. FOOD SAFETY AND SANITATION REQUIREMENTS

1. The Contractor hereby expressly agrees that the Contractor shall only claim and receive approved reimbursement for those meals that are served according to applicable local, state, or federal health and safety requirements.

2. The terms and conditions of this Contract shall in no fashion be used for purposes other than participation in the CCFP. The Contractor hereby further agrees that it understands that its participating child care facilities are solely responsible for any additional licensure or certifications that may be required by local, state, or federal authority. The terms of this Contract do not provide any child care facility with a food permit or formal approval for its food preparation facility or operation.

3. Participating child care centers must comply with all food safety and sanitation requirements as they apply to the food storage, preparation, cooking and/or serving of meals.

II. THE DEPARTMENT AGREES TO:

A. PROVIDE AUTHORIZED REIMBURSEMENT

Reimburse the Contractor for meals and other allowable costs as further provided in applicable rules, regulations, instructions, policies, procedures, and/or manuals. Claims for reimbursement not filed with the Department within 60 days after the close of the month in which the claim was incurred shall be disallowed. The Department may, though is not required to, at its sole discretion and with any necessary approval from USDA, grant an exception to this requirement. Payment of any late claims is subject to availability of funds.

B. PROVIDE REQUIRED PROCEDURE FOR REVIEW OF ADMINISTRATIVE ACTION

Should the Contractor violate any terms of this Contract, or any CCFP policies, instructions, procedures, or manuals, or the rules, regulations and laws governing the program, and as a result, the Department acts to withhold funds or to restrict or terminate the Contractor's participation in the program, the Contractor shall be informed of its appeal rights. Upon timely request for an appeal, the Contractor shall be accorded an administrative review only if required by federal law pursuant to Title 7 Code of Federal Regulations Part 226.

C. CONDUCT PERIODIC INSPECTION AND REPORTS

To inspect or evaluate the Contractor's records (including electronic storage media), papers, documents, facilities, and/or the Contractor's goods and services which are relevant to this Contract and/or interview any of the Contractor's clients or employees. Upon completion of any such inspection or evaluation, the Department shall provide the Contractor a written report of its findings. The written report shall describe the Department's evaluation of the Contractor's performance of its responsibilities and obligations as outlined in this Contract.

D. SPECIFY IN WRITING WHEN RESPONSE TO DEFICIENCIES ARE DUE

To provide the Contractor a written report of its findings and a date certain by which the Contractor must provide a written corrective action plan (CAP). When applicable, the Department shall also provide the Contractor a written Notice of Serious Deficiency with a date certain by which the Contractor must provide its written CAP.

E. NOTIFY CONTRACTOR OF DECISION IN WRITING

To provide the Contractor written notice of the acceptance or rejection of the Contractor's CAP. The Department shall issue written notice to the last reported address for the Contractor and those responsible individuals and responsible principals described in the applicable governing regulation and procedure manuals when the rejection of a CAP requires termination of this Contract and disqualification of the Contractor and responsible individuals and responsible principals.

III. THE DEPARTMENT AND THE CONTRACTOR MUTUALLY AGREE:

A. DEFINITION OF TERM

The parties hereby agree that the term conviction shall mean having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

B. EFFECTIVE AND ENDING DATES

This shall be a permanent contract as of the date on which the Contract has been signed by both parties, pursuant to Title 7 Code of Federal Regulations Part 226.11. The Contractor shall provide annual confirmation of compliance and all other records required pursuant to this Contract and notice issued by the Department.

C. CONTRACT IS LEGAL BINDING AGREEMENT

This Contract is a legal binding agreement between the Contractor and the Department. Consistent with the requirements of 7 CFR §226.6(b)(4), the terms of this Contract are applied uniformly throughout the state and are not subject to negotiation. The entire contract between the parties shall be in writing and be subject to the contract amendment procedure described in this Contract.

D. CONDITIONAL CONTRACT

1. The parties intend this Contract to be conditioned upon the Contractor remaining eligible to participate in the CCFP. The requirements in this section apply if this Contract is being entered into during a period in which the Department has notified the Contractor that it intends to terminate the Contractor's current CCFP Contract.

2. The Parties hereby agree that should the Contractor choose to appeal a decision of the Department and request an administrative hearing, that hearing shall occur in sufficient time to permit the issue of a Final Order in the case within 60 days of the date the Department receives the Contractor's request for hearing. Such determination shall be exclusively that of the Administrative Review Official (ARO) responsible for the appeal. The Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).

a. The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix).

b. Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.

c. A Final Order shall be issued upon conclusion of the administrative review to occur no later than 60 days of the Department's receipt of the Petitioner's request for the administrative review. Such timeframe is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within the specified timeframe.

3. If the ARO upholds the Department's current intended action to terminate the Contract with the Contractor, the following additional potential results shall apply:

a. This current Contract shall be terminated upon the date of the Final Order, in the administrative case without further action or notification by the CCFP;

b. Consistent with the ARO's Final Order the Contractor and each named responsible individual and responsible principal shall be disqualified from further participation in the CCFP and each name shall be entered on the USDA National Disqualified List. Those named parties shall be precluded from further participation in the CCFP for a period of seven years or until any funds due the Department are repaid, whichever occurs later; and

c. Claims for goods or services provided after the rendition of the Final Order shall not be payable. Necessary and reasonable costs of ceasing CCFP participation may be reimbursable, conditioned upon submission of required documentation and Department approval of those costs. However, the Department shall offset reimbursement for allowed close-out costs against any outstanding CCFP debt the Contractor may owe as of the date of the Final Order.

4. The termination of this Contract upon rendition of a Final Order shall not be automatically stayed pending any appeal of or challenge to the Final Order.

a. Such Stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive CCFP reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.

b. The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the rendition of the ARO's Final Order.

E. PROCEDURES AND NOTICES SENT TO CONTRACTOR'S ADDRESS OF RECORD

1. All written notices describing an action proposed or taken by the Department with regard to the Contractor's CCFP reimbursement or participation shall be mailed to the latest address on file with the Department. The Contractor shall ensure that its current street and mailing addresses are on file with the Department at all times.

2. The parties agree that the Department shall consider all notices as received by the Contractor and its responsible principal(s) and responsible individual(s) five days after being sent to the last address the Contractor reported to the Department.

F. RESPONSIBILITY TO OBSERVE ALL GOVERNING LAWS

The failure of this Contract to cite all applicable state and federal laws, regulations and policies does not waive the Contractor's responsibility to comply with all applicable requirements specified in state and federal laws, regulations, and policy.

G. NON-WAIVER

1. The Department shall have the right to declare any violation, deficiency, or default and take such action as may be lawful or authorized hereunder, in law or in equity.

2. A Department waiver of any term, provision, condition or covenant in this Contract shall not be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by the Department shall be deemed a waiver of any default hereunder.

3. The Department and Contractor expressly agree that the Department's failure to declare any violation, deficiency or default immediately upon occurrence, or failure to take any action in connection with that occurrence, does not waive such violation, deficiency, or default.

H. CONTRACTOR'S NOTIFICATION OF RESPONSIBLE PARTIES

1. Pursuant to 7 CFR §226, the Contractor's responsible Principals and responsible Individuals, including but not limited to the CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board and Board Members, may become parties to a disqualification proceeding pursuant to the terms of this Contract. These named parties are defined in 7 CFR §226.2, which shall control which individuals shall be named parties in any disqualification proceeding.

2. The Contractor agrees that upon execution of this Contract, it shall inform its CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members and any other responsible principals and responsible individuals that as a condition of their employment or their individual paid or voluntary participation in the Contractor's organization, they shall be subject to becoming a party to a disqualification proceeding. The Contractor shall ensure that all responsible principals and responsible individuals comply with the terms of this Contract and all governing requirements listed herein.

3. The Department agrees that upon the determination of a serious deficiency, it shall notify the Contractor's responsible principals and applicable responsible individuals of the cited deficiencies.

I. CONDITIONS OF TERMINATION

1. Termination at Will. This Contract may be terminated without cause upon no less than thirty (30) calendar days notice in writing unless a lesser time is agreed to between the parties in writing. Said notice shall be delivered by certified mail – return receipt requested, or in person with proof of delivery.

a. In the event termination of this Contract at will, the Contractor will be compensated for approved Program costs lawfully incurred prior to termination.

b. The Contractor shall be permitted to voluntarily terminate this Contract after the date the Department issues a Notice of Serious Deficiency to the Contractor. However, the Contractor's self termination under such circumstances does not discontinue the serious deficiency process and therefore may result in the names of the Contractor and its responsible principal(s) and responsible individual(s) being placed on the USDA National Disqualified List.

2. Termination Because of Lack of Funds. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.

3. Termination for Cause. The Department may terminate this Contract for cause for the Contractor's noncompliance with any provision of this Contract or for any of the serious deficiencies identified, but not limited to, those in Attachment 1.

4. The Contract shall be permanent unless either the Department or Contractor takes the designated additional actions described in this Contract. The Contract may be terminated, if not otherwise prohibited by other provisions of this Contract, upon the Department's receipt of the Contractor's written notice of:

a. Objection to a Contract Amendment; and

b. Election to withdraw from the Program within 30 days of receipt of the Departments' written notification of a proposed amendment to the Contract.

J. **ENFORCEMENT**

1. Each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any term or provision of the Contract or of any CCFP rules, regulations, policies, procedures, instructions, or manuals is found to be illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

2. Subsequent to execution of this Contract, if a direct conflict between the terms of this Contract and Federal Program requirements stated in Title 7 Code of Federal Regulations Part 226 and associated Program regulation and policy occurs, such conflict shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

K. **EXCLUSIVE VENUE PROVISION**

1. Venue for any action arising from the terms of this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be Leon County, Florida to the exclusion of all other courts and jurisdictions.

2. Any action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be brought to the Department for an administrative hearing that shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.

3. Any non-administrative action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.

4. Any appeal of a lower court or administrative hearing shall be to the First District Court of Appeal, in Leon County, Florida to the exclusion of all other courts and jurisdictions.

L. **ENTIRE CONTRACT; AMENDMENTS**

1. This Contract constitutes the entire Contract between the parties.

2. The Contract may be amended only by:

a. The Department issuance of an amendment; and

b. Expiration of time for the Contractor to reject an amendment and withdraw from the Program as described in the Contract.

3. Amendments issued by the Department and accepted by the Contractor consistent with the terms of the Contract shall take precedence over any terms or conditions in the original Contract unless expressly stated otherwise in the Amendment.

M. **CONSTRUCTION OR INTERPRETATION OF CONTRACT**

1. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is found to be ineffective, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

2. Titles and Headings. Titles and headings to articles, sections, or paragraphs in this Contract are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the Contract.

3. Remedies Cumulative. The remedies provided in this Contract shall be cumulative, and the assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.

4. Conflict between This Contract and Federal Program Requirements.

a. The terms of this Contract shall govern the conduct of the parties;

b. Any direct conflict between the terms of this Contract and CCFP Federal Program requirements stated in 7 CFR §226 and associated Program regulations and policies shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

N. **Public Records: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

O. Cooperation with Inspectors General. Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

SIGNATURE PAGE

As the Contractor's authorized representative empowered to commit to the terms of this Contract, I have been expressly advised to seek legal advice regarding the terms of this Contract with an attorney licensed in the State of Florida representing the interests of the corporation and/or individual interests of associated individuals or individuals named herein. I have not relied upon any advice from the Department or its agents regarding this Contract and the legal rights for myself or those who I am empowered to represent. I have considered seeking appropriate legal advice. I have read the above Contract and understand each section and paragraph.

By my signature I acknowledge that I enter into this Contract freely on behalf of myself and those who I am empowered to represent. I expressly agree to notify the Contractor's responsible principals and responsible individuals, including the CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members, and any other responsible principals and responsible individuals of their liability regarding the Contractor's compliance with this Contract.

IN WITNESS THEREOF, the parties hereto have caused this 16 page Contract and its subject attachments, Attachment 1, Attachment 2, and Attachment 3, adopted and incorporated into this Contract by reference, to be executed by their undersigned official as duly authorized.

CONTRACTOR:

A-5648
(Authorization Number)

Boys' and Girls' Clubs of Northeast Florida, Inc.
(Legal Name of Organization)

(D/B/A Name)

555 West 25 Street
(Address)

Jacksonville, FL 32206

555 West King Street
(Facility Address)

St. Augustine, FL 32084

DocuSigned by:
Paul Martinez

SIGNATURE of Chairman of the Board, President, Executive Director, Majority Owner, or Delegated Authority

PRINTED NAME: Paul Martinez

TITLE: President & CEO

DATE: 4/16/2019

STATE OF FLORIDA
DEPARTMENT OF HEALTH:

DocuSigned by:
Shamarial Roberson, DrPH, MPH

Shamarial Roberson, DrPH, MPH, Interim Director
Division of Community Health Promotion

DATE: 4/17/2019

Florida Department of Health

CHILD CARE FOOD PROGRAM
PERMANENT CONTRACT
ATTACHMENT 1

COMMON EXAMPLES OF SERIOUS DEFICIENCIES

This attachment incorporates the most common examples of serious deficiencies listed in Title 7 Code of Federal Regulations Part 226 and provides example descriptions of non-compliance with program requirements. The list of deficiencies shall be updated from time to time in contract amendment pursuant to the terms of this Contract. Contractors who commit or engage in any serious deficiencies described in the federal and state laws, regulations, procedure manuals and policies shown in Section I of this Contract, including but not limited to those incorporated herein, shall be subject to termination and disqualification from the Child Care Food Program (CCFP).

1. **Submission of false information to the Department and/or filing claims based on false or fraudulent records**

   - *Failure to disclose ineligible officers, directors, key employees*
   - *Listing fictitious employees/officers/board members on an application*
   - *Claiming tax-exempt status when denied, rescinded, or in any fashion no longer available*
   - *Submitting the IRS tax-exempt determination letter of a different or defunct organization*
   - *Concealing a conviction for any activity occurring during the previous seven years that indicates a lack of business integrity*
   - *Falsification of documentation to support claims*
   - *Falsification of information or documents in order to obtain and/or maintain CCFP participation*

2. **Permitting an individual on the USDA National Disqualified List to serve in a principal capacity with the Contractor or at a site sponsored by the Contractor**

3. **Failure to operate the CCFP in conformance with performance standards established in Title 7 Code of Federal Regulations Part 226.6(b)(2)(vii), regarding financial viability and financial management, administrative capability, and program accountability**

   - *Failure to ensure provision of adequate financial resources for daily program operations*
   - *Failure to maintain adequate funds to withstand temporary interruptions in program payments and/or fiscal claims against the Contractor*
   - *Failure to maintain an adequate number and type of qualified staff to ensure proper CCFP operations*
   - *Failure to establish and implement internal controls and other systems to ensure fiscal accountability*
   - *Failure of the Board of Directors to provide adequate program oversight*

4. **Failure to maintain adequate records**

   - *Failure to maintain appropriate records to document compliance with CCFP requirements including budgets, approved budget amendments, and when applicable, management plans and records pertaining to facility operations*
   - *Consistently missing/incomplete records during different reviews, complaint investigations, or audits*
   - *Missing/incomplete/incorrect invoices, receipts, canceled checks, inventories resulting in false/inflated/unsubstantiated claimed costs*
   - *Cost records not maintained according to generally accepted accounting principles resulting in false/inflated/unsubstantiated claimed costs*

5. **Failure to adjust catered meal orders to conform to variations in the number of participants**

   - *Claiming meals based on the number of meals ordered/planned or the number of participants on the center roster, rather than the number of meals actually served*

6. **Non-compliance with applicable bid procedures and contract requirements of federal Child Nutrition Programs**

   - *Failure to competitively procure goods and services*
   - *Anti-competitive practices, such as collusion, kickbacks, conflicts of interest*
   - *Inclusion of non-competitive provisions in a bid, e.g., "successful bidder for a contract to provide meals must establish a scholarship fund"*

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7. **Claiming reimbursement for meals not served to participants**

   - *Claiming meals delivered or planned for as meals served to participants*
   - *Claiming meals for participants not present on a given day or for a particular meal*
   - *Claiming meals served to non-existent children*
   - *Claiming meals served to non-enrolled children or to staff*
   - *Inflating meal counts*
   - *Claiming non-existent and non-participating facilities*
   - *Claiming meals for ineligible facilities*
   - *Claiming dual participating facilities*
   - *Claiming the same participant for the same meal at more than one facility*

8. **Claiming reimbursement for meals that do not meet CCFP requirements**

9. **Use of a food service management company (caterer) that is in violation of health codes**

10. **Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan and/or CCFP requirements**

    - *Payments sent without endorsements or otherwise incomplete*
    - *Payments made for other than the full amount the supplying facility or vendor is entitled to*
    - *Payments made to a facility other than the facility that earned the payment*
    - *Payments made to an entity/person other than the facility without express written permission of the facility*
    - *Checks not mailed or direct deposits not initiated within 5 day timeframe of receipt of associated reimbursement from the Department or first business day thereafter*
    - *Failure to transfer full amount of facility payments to separate facility bank account within 5 day time frame or failure to maintain full amount of facility payments in commingled bank account until checks clear*
    - *Using facility reimbursement funds to pay facility advances*
    - *Using day care home funds to pay sponsored centers or center funds to pay day care homes*
    - *Retaining sponsored center funds in excess of the percentage approved in the CCFP Budget*

11. **History of administrative or financial mismanagement in any USDA child nutrition program**

    - *Institution left another child nutrition program (e.g. Summer Food Service Program, National School Lunch Program, etc.) because of a serious documented problem in its operation*
    - *Failure to maintain required corrective actions*
    - *Institution terminated for serious deficiency in one part of the CCFP (child care center for example) applies to administer a different part (day care homes for example)*

12. **Claiming reimbursement for meals served by a proprietary child care center during a calendar month in which the center does not meet Title XX eligibility requirements or Free and Reduced eligibility requirements, as applicable**

13. **Failure by a sponsoring organization to properly classify individuals or homes in the correct reimbursement category**

14. **Failure of a sponsoring organization to properly exercise its oversight responsibilities**

    - *Failure to adequately monitor*
    - *Failure to require full, permanent, and systemic corrective actions*
    - *Failure to impose sanctions on centers, sites, or day care home providers when issues of noncompliance are identified*
    - *Failure to follow serious deficiency, suspension, termination, disqualification and appeal procedures, as applicable*

15. **The fact that the Contractor or any of its principals have been declared ineligible to participate in a publicly funded program due to violating that program's requirements**

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16. Failure to make payment(s) to subcontractor(s) for program services rendered

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

17. The following acts or omissions are also serious deficiencies:

- *Failure to retain and make available all records required under this Contract to the Department or appropriately designated entity*
- *Failure to make records associated with the CCFP available upon request at a reasonable time and place*
- *Failure to maintain current licensure requirements*
- *Misuse of CCFP funds*
- *Serious mismanagement (e.g. failure to monitor properly)*
- *Failure to obtain a required audit and/or submit audit reports to the Department within required time frames*
- *Failure to notify the Department of change in IRS status*
- *Violations of IRS regulations*
- *Failure to remit periodic payments (required by statute or regulation) to regulatory agencies (e.g. employee withholding for income taxes, social security, unemployment compensation)*
- *Failure to implement corrective action(s) within required timeframes*
- *Failure to follow-up/require and maintain corrective action for facility review findings*
- *Creating fictitious records*
- *Failure to make required repayment of program funds to the Department*
- *Failure to comply with state incorporation requirements*
- *Paying employees salaries based on the number of homes/centers recruited; paying recruitment bounties or bonuses*
- *Failure to attend training required by the Department*
- *Interfering or obstructing a Department on-site or program review of the Contractor's performance under the terms of this Contract*
- *Failure to immediately remove a responsible principal or responsible individual, an officer, executive director, CCFP manager, another manager or member of the board upon the individual's conviction for any activity that indicates a lack of business integrity as defined in Title 7 CFR §226 and to include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity*
- *Failure to comply with the terms of this Contract which shall be identified as a failure to operate the Program in conformance with the performance standards set forth in Title 7 Code of Federal Regulations Part 226.6(b)(1)(xvii) and (b)(2)(vii)*
- *Failure to obtain Department approval prior to entering into a CCFP related subcontract subsequent to execution of the Permanent Contract between the Contractor and Department*
- *Failure of a participating child care center to comply with all food safety and sanitation requirements required of that facility as they apply to food storage, preparation, cooking and/or serving of meals*
- *Simultaneously performing services under this Contract and also operating as a registered caterer with the Florida Department of Health selling catered meals to unaffiliated or affiliated CCFP Contractors and/or facilities*
- *Failure of a Contractor authorized individual to acknowledge site review findings by providing an authorized signature and/or written exceptions to findings on the site review form upon completion of the site review*

18. Failure to comply with any other financial and/or administrative requirements of Title 7 Code of Federal Regulations, Parts 226; 3015; 3016; 3019; and 3052, and/or failure to comply with applicable federal or Department of Health CCFP rules, regulations, policies, instructions, procedures and/or manuals

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SERIOUS DEFICIENCY PROCESS AND ADMINISTRATIVE REVIEW PROCEDURES

All Contractors are required to abide by the requirements set forth in Title 7 Code of Federal Regulations Part 226. All notices of serious deficiency, notices of proposed termination and notices of proposed suspension shall be provided by the Department to the Contractor and its executive director/CEO, owner(s), CCFP manager, chairman of the board of directors and other responsible principals or responsible individuals, as applicable, by facsimile transmission, e-mail, certified mail or equivalent delivery service.

If the Department determines that a contractor has failed to comply with a requirement of Title 7 Code of Federal Regulations Parts 226, 3015, 3016, 3019, 3052 and/or FNS Financial Management Instruction 796-2, Revision 3 and subsequent revisions, which constitute a serious deficiency, the Department shall issue a Notice of Serious Deficiency that specifies the serious deficiency or deficiencies and provides a date certain by which the Contractor shall file a corrective action plan with the Department.

If the corrective action plan is timely filed and is acceptable to the Department, the Department will conduct an unannounced follow-up review of the Contractor. If the follow-up review establishes that the serious deficiencies noted in the Notice of Serious Deficiency appear to have been fully and permanently corrected, the Department will so notify the Contractor. If the follow-up review does not establish that the serious deficiencies have been fully and permanently corrected the Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals or the Department may choose to permit additional time to file or amend a corrective action plan.

If the corrective action plan is not timely filed, the Department may take one of two actions. The Department may grant additional time to file or amend a corrective action plan. The Department may, alternatively, at its election issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If the corrective action plan is not acceptable to the Department it may take one of two actions. The Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals. The Department may also elect to conduct an unannounced follow-up review of the Contractor. During that review the Department shall determine if it shall grant the Contractor additional time to file or amend a corrective action plan. Alternatively, the Department may choose to proceed to issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If any program review identifies the same or substantially the same serious deficiencies after a Notice of Serious Deficiency is temporarily deferred, the Department shall issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals since the previous serious deficiency(s) was not fully and permanently corrected.

If the Department determines that a contractor has filed a false or fraudulent claim, or if the Department determines that there is an imminent threat to the health or safety of program participants, or that the Contractor poses a threat to public health or safety, the Department may issue a Notice of Proposed Suspension and shall provide notice of the procedures for suspension review. In any such event, the Department shall propose termination and disqualification and provide notice of procedures for administrative review.

Administrative Review Rights

The Contractor is not entitled to administrative review of a Notice of Serious Deficiency. The Contractor is entitled to administrative review of other Department actions, as provided by Title 7 Code of Federal Regulations Part 226, which affect the Contractor's participation or reimbursements in the Child Care Food Program, including but not limited to proposed termination and disqualification. To obtain an administrative review, the Contractor and/or responsible principals or responsible individuals must request it in writing within 15 days of receipt of the Department's notice. The written request must be received by the Department of Health Agency Clerk, Sam Power, 4052 Bald Cypress Way, Bin No. A-02, Tallahassee, Florida 32399-1703; telephone number 850-245-4005, facsimile number 850-410-1448, within the time permitted.

If no written request is submitted or if the written request is not received within 15 days of the Department's notice, then the Department's proposed action against the Contractor, responsible principals and responsible individuals shall no longer be subject to administrative review and the proposed action will become effective. The Agency Clerk will acknowledge receipt of the request for administrative review within 10 days and, if the request was timely filed,

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will appoint an administrative review official (ARO). If the request for administrative review was not timely filed, the Department shall notify the Contractor, responsible principals and responsible individuals that review is no longer authorized and that the Department's proposed action has now taken effect.

If a timely written request is submitted, the Contractor, responsible principals, and responsible individuals must submit documentation in opposition to the proposed Department action no later than 30 days after receipt of the Department's notice to the administrative review official. The Department may submit documentation in support of its action within 15 days of the Contractor's request for administrative review. The administrative review official will consider the Department's proposed actions based upon written submissions by the Department and the Contractor.

A hearing will be held in addition to, or in lieu of, a review of written information only if it is not excluded by Title 7 Code of Federal Regulations 226.6(k)(9) and the Contractor or a responsible principal or individual requests such a hearing in the initial written request for administrative review. The administrative review official may consider any evidence that he or she determines is credible, trustworthy and would reasonably be relied upon by a prudent person in the conduct of his or her normal daily activities. Either party may be represented by counsel. If a hearing is requested, the parties may call witnesses to testify and may cross examine witnesses. Witnesses may testify by telephone and may be sworn over the telephone and may be permitted to testify in narrative form. The administrative review official will issue a decision within 60 days of the Department's receipt of a timely filed written request for administrative review, which is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within that specified timeframe.

Consistent with the terms of this Contract and 7 CFR §226, the Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).

The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix). Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.

The administrative review official's determination is the final administrative determination to be afforded to the institution and responsible principals and responsible individuals. The termination of this Contract upon rendition of a Final Order shall not be automatically stayed pending any appeal of or challenge to the Final Order. Such stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive Program reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.

The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the filing of the ARO's Final Order.

USDA National Disqualified List

If a Contractor, responsible principals and responsible individuals do not timely request administrative review or if administrative review upholds the Department's proposed action for disqualification from the Child Care Food Program, the Contractor and/or responsible principals and responsible individuals will be placed on the National Disqualified List with the United States Department of Agriculture and will be prohibited from participating in the Child Care Food Program for a period of seven years. Additionally, if a contractor, responsible principal, or responsible individual has failed to repay debts owed under the Child Care Food Program, they will remain on the list until the debt has been repaid.

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FINANCIAL AND COMPLIANCE AUDITS

The administration of resources awarded by the Department of Health to the Contractor may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

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

AUDITS

1. In the event that the Contractor expends $500,000 or more in Federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in subparagraph 1 of this section, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Contractor expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements or contracts with the Department of Health shall be based on the agreement's or contract's requirements, including any rules, regulations, or statutes referenced in the contract or agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract or agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract or agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract or agreement number for each contract or agreement with the Department of Health in effect during the audit period.

5. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

   a. The Department of Health by email to singleaudits@doh.state.fl.us. Audits must be submitted to the Department must be accompanied by the "Single Audit Data Collection Form," which may be obtained from the Department's Contract Administrative Monitoring Unit. Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to the following address:

Contract Administrative Monitoring Unit
Attention: Single Audit Review
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

6. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

7. Contractors, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

8. The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text