



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	—	—	—	—	—
Operating Costs	<u>\$1,009,142</u>	—	—	—	—
External Revenues	<u>\$580,971</u>	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
<b>NET FISCAL IMPACT</b>	<u>\$428,171</u>	—	—	—	—

**# ADDITIONAL FTE POSITIONS (CUMULATIVE)**

Is Item Included in Current Budget? Yes X No  
 Budget Account No.: Fund 1002 Agency 147 Org. 1449 Object Various  
 Reporting Category Various

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding	Department of Health (DOH)	\$580,971
	PBC	<u>428,171</u>
		\$1,009,142

**C. Departmental Fiscal Review.** *Ready*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

Total County support required to feed all 976 children is \$468,375. This includes the 37 children housed at the Easter Seals facility not covered by the contract.

*Elizabeth Cross*  
 8/15/06  
*DM*  
 8-15-06

OFMB *J. J. Jacobson* 8/16/06  
 Contract Dev. and Control  
*DM* 8/14/06

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

*J. P. [Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

Department Director

**This summary is not to be used as a basis for payment.**



Bureau of Child Nutrition Programs  
Child Care Food Program

**FY 2006-2007 CONTRACT**

(Non-Pricing Program)

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," administering the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CFDA# 10.558), codified in Florida at s. 383.011(1)(i), F.S., and known as the Child Care Food Program, and the organization known as Palm Bch County Board of County Comm., providing services under program authorization number S-735, hereinafter referred to as the "Contractor." This contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

**THE PARTIES AGREE:**

**I. THE CONTRACTOR AGREES:**

A. To 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 Child Care Food Program.

B. To warrant that it will accept final administrative and financial responsibility for total Child Care Food Program operations governed by this contract. The Contractor shall complete an application that shall include, but not be limited to, a list of all locations at which it will operate or sponsor the operation of the Child Care Food Program.

C. To familiarize itself with and comply with the following:

1. State of Florida Law

a. 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. The Contractor shall perform its obligations herein in accordance with the terms and conditions of this contract and all applicable rules, regulations, instructions, policies, procedures and manuals.

2. Federal Law

a. All federal Child Care Food Program rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the Child Care Food Program, including but not limited to applicable provisions of: Title 7 Code of Federal Regulations Part 226; 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"; USDA Food and Nutrition Service Instruction 796-2, Revision 3; 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," and Title 7 Code of Federal Regulations Part 3052, "Audits of States, Local Governments, and Non-Profit Organizations." The Contractor expressly acknowledges that the remedies provided herein under federal law are to the exclusion of any potential remedies pursuant to Chapter 120, Florida Statutes.

b. This contract is to effectuate the purposes of the National School Lunch and Child Nutrition Acts, as amended. The Contractor agrees that it will comply with title VI of the Civil Rights Act of 1964, as amended, title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and all requirements imposed by the regulations of the U.S. Department of Agriculture (Title 7 Code of Federal Regulations Part 15), the U.S. Department of Justice (Title 28 Code of Federal Regulations Parts 42 & 50), and the 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 grounds of age, sex, disability, color, race, or national origin, be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. 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 Department. This includes any federal agreement, arrangement, or other contract which has one of its purposes the provision of assistance such as food, food stamps, cash assistance for the purchase of food, and any other financial assistance extended in reliance on the representations and agreements made in this contract.

c. By executing this contract, the Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the Civil Rights laws applicable to Food and Nutrition Service programs and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain Civil Rights compliance. If there are any violations of this assurance, the USDA Food and Nutrition Service, shall have the right to seek judicial enforcement of this contract.

#### D. Audits, Records, and Records Retention

1. In addition to any other requirements, to establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.

2. In addition to any other requirements, to retain all client 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 the 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.

3. In addition to any other requirements, upon expiration or termination of the 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 Section I., Paragraph D.2. above.

4. In addition to any other requirements, to assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the Department. All Child Care Food Program records shall be maintained at the site at which the Contractor provides program services or at the Contractor's sponsoring organization office as appropriate. Persons duly authorized by the Department shall carry photo identification demonstrating their employment relationship with the Department and shall present it upon request. The Department shall at its sole discretion be authorized to take physical possession of any Child Care Food Program records, or equipment containing such records and any other records maintained on equipment used in the Child Care Food Program.

5. Persons duly authorized by the Department, and federal auditors pursuant to Title 45 Code of Federal Regulations, Part 92, shall have full access to and the right to examine any of Contractor's contracts and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. Persons duly authorized by the Department shall carry photo identification demonstrating their employment relationship with the Department and shall present it upon request.

6. In the event that the Contractor is a not-for-profit organization or non-federal governmental entity and expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of Office of Management and Budget 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 funds received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Office of Management and Budget Circular A-133, as revised.

7. In connection with the audit requirements addressed in Section I, Paragraph D.6, 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.

8. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Office of Management and Budget 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 Office of Management and Budget Circular A-133,

as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than Federal entities).

9. Copies of audit reports for audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, and required by Section I, Paragraph D.6, of this agreement shall be submitted by or on behalf of the Contractor directly to each of the following:

- a. Office of Inspector General  
Florida Department of Health  
4052 Bald Cypress Way, Bin #A-03  
Tallahassee, FL 32399-1704
- b. Bureau of Child Nutrition Programs  
Florida Department of Health  
4052 Bald Cypress Way, Bin #A-17  
Tallahassee, FL 32399-1727
- c. Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, IN 47132
- d. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), Office of Management and Budget Circular A-133, as revised.

E. Documents to be Submitted 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 a contractor. Such requirement for documentation may also require the Contractor to submit the documentation prior to payment of any claim. Any claim or portion thereof which is not supported by documents requested by the Department in writing shall be disallowed.

2. All contractors 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 Child Care Food Program or an application to renew its participation in the Child Care Food Program or to evaluate a contractor's performance in the Child Care Food Program, 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 fiscal responsibility.

F. Departmental Approval of Contractor's Operations

1. A Contractor serving as a sponsor of any Child Care Food Program 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.

2. A Contractor serving as a sponsor of Child Care Food Programs 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. All Contractors shall submit budgets and budget amendments that are reasonable, prudent and necessary for the furtherance of the CCFP. All budgets and budget amendments shall require prior written approval by the Department. No more than two budget amendments may be filed in any federal fiscal year unless the Contractor is able to show good cause, in the sole discretion of the Department, why additional amendments are required due to expenses which reasonably could not be anticipated and handled through the allowed number of amendments. Contractors serving as sponsors of Child Care Food Programs with which the contractor has no affiliation shall have complied with the budget requirements set forth in Attachment 3 to this contract which is

attached hereto and incorporated by reference and shall continue to be bound by those requirements during the term of this contract.

4. All Contractors shall comply with program meal requirements as specified by the Department. Failure to meet Department specifications, regardless of whether the requirements are more stringent than those provided by the USDA, shall subject the Contractor to disallowance of payment for the non-compliant meals or snacks and shall subject the Contractor to issuance of a notice of serious deficiency, proposed termination, refusal to renew the contract, disqualification, and/or suspension.

G. Monitoring, Compliance and Review Procedures

1. In addition to reviews of audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, monitoring procedures by the Department may include, but not be limited to, on-site visits by Department staff, 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. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that an audit or a limited scope audit of the Contractor is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 Department, or the State of Florida's Comptroller or Auditor General.

2. In addition to any other requirements, to permit persons authorized by the Department to inspect any records, papers, documents, 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. Any such inspections or monitoring visits may be announced or unannounced and shall be made to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Department will deliver to the Contractor a written report of its findings with regard to the Contractor's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the Department within the specified period of time set forth in the Contractor's corrective action plan as agreed upon by the Department. The Contractor's failure to submit a corrective action plan acceptable to the Department within required timeframes, and to correct noted deficiencies, may at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this contract; (2) the withholding of payment to the Contractor by the Department; and, (3) the termination of this contract for cause. The Department shall notify the Contractor if it determines that a deficiency warrants termination or suspension of the contract and disqualification of the Contractor and/or its responsible principals or individuals and will afford the Contractor and/or its responsible principals or individuals the review procedures authorized under Title 7 Code of Federal Regulations, Part 226, which shall be the exclusive means to challenge the Department's determination.

3. Any Contractor sponsoring the Child Care Food Program shall monitor each program 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.

H. Indemnification. NOTE: This paragraph is not applicable to 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.

1. 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.

2. 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 defend.

I. Assignments and Subcontracts

1. The Contractor shall not assign the responsibility of this contract to another party. Any such assignment, transfer, or sublicense shall be null and void.