



Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness

WILTON SIMPSON  
COMMISSIONER

**CHILD NUTRITION PROGRAMS  
AGREEMENT**

Rule 5P-1.004, F.A.C.

<b>SPONSOR NAME:</b>	<b>SPONSOR NUMBER:</b>	
<b>ADDRESS:</b>	<b>CITY:</b>	<b>ZIP:</b>

This is an agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the sponsor identified to participate in one or more of the following U.S. Department of Agriculture (USDA) Child Nutrition Programs administered by FDACS:

<b>Program</b>	<b>Federal Regulation</b>	<b>Catalog of Federal Domestic Assistance</b>
National School Lunch Program (NSLP) Afterschool Snack Program (ASP) Seamless Summer Option (SSO)	7 CFR 210, 245	10.555
School Breakfast Program (SBP)	7 CFR 220, 245	10.553
Special Milk Program (SMP)	7 CFR 215, 245	10.556
Summer Food Service Program (SFSP)	7 CFR 225	10.559
Food Distribution Program	7 CFR 250	10.550

**GENERAL TERMS AND CONDITIONS**

1. This Agreement shall be effective from the date the Agreement and Program Application are approved by FDACS. FDACS' performance and obligation to pay under this Agreement are contingent upon continued availability of funds appropriated by Congress for the Child Nutrition Programs and an annual appropriation by the Legislature.
2. This Agreement remains in effect until terminated by either party.
3. At least 30 days written notice must be given by the parties to terminate this Agreement prior to the termination date, except for sponsors receiving and/or distributing USDA Foods under 7 CFR 250, which will require at least 60 days written notice per 7 CFR 250.4(c)(5). However, FDACS shall terminate this Agreement with any party upon written notice for failure to comply with any provision outlined herein or other applicable requirement. Upon termination of this Agreement, FDACS shall make no further disbursement of funds to the sponsor in accordance with this Agreement, except to reimburse the sponsor in connection with eligible meals served on or prior to the termination of this Agreement. No termination or suspension of this Agreement shall affect the obligation of the sponsor to maintain records and to make such records available for audit.
4. The sponsor has the right to appeal decisions made by FDACS in accordance with

rule 5P-1.002, F.A.C.

5. The sponsor and participating sites under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, 225, 245 and 250.
6. The sponsor and participating sites under its jurisdiction shall comply with all provisions of Chapter 595, Florida Statutes, and the rules adopted thereunder.
7. The sponsor authorizes FDACS to contact and obtain information from any and all vendors and Food Service Management Companies regarding services performed pursuant to this agreement.
8. The sponsor and participating sites under its jurisdiction shall comply with the requirements of the USDA's regulations regarding financial management (2 CFR 200, as applicable) and shall incorporate into any contracts funded by this Agreement the applicable terms from Appendix II of 2 CFR Part 200.
9. The sponsor and participating sites under its jurisdiction shall comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$1000,000 or more.
10. The sponsor acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the sponsor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The sponsor avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes, during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
11. The sponsor shall comply with Section 20.055, F.S.
12. The sponsor shall comply with Chapter 119, F.S., unless the information is subject to an exemption by state or federal law.
13. Affidavit for nongovernmental entity. Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. If applicable, the Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to FDACS no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the FDACS' contract manager at [Jerry.Sego@FDACS.gov](mailto:Jerry.Sego@FDACS.gov) and reference the contract number in the subject line.

## **REQUIREMENTS FOR PARTICIPATION IN CHILD NUTRITION PROGRAMS**

Each sponsor operating the National School Lunch Program (NSLP) or Seamless Summer Option (SSO) shall, with respect to participating sites under its jurisdiction:

1. Maintain a single, dedicated nonprofit school food service account used solely for Child Nutrition Programs and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR §210.14 and the limitations on any competitive school food service as set forth in 7 CFR §210.11;

2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR §210.19(a);
3. Maintain a financial management system as prescribed under 7 CFR §210.14(c);
4. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in 7 CFR §210.10;
5. Price the lunch as a unit in accordance with 7 CFR §210.10(a)(2);
6. Serve lunches free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
7. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR 210. Agree that the sponsor official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR §210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR §210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR §210.26 shall apply;
8. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by FDACS. Acknowledge that failure to maintain and provide meal count records during an administrative review by FDACS will result in the recovery of an overclaim;
9. Maintain menu and production records for all reimbursable meals served to eligible children. Acknowledge that failure to maintain and provide menu and production records during an administrative review by FDACS will result in the recovery of an overclaim;
10. Submit Claims for Reimbursement in accordance with 7 CFR §210.8;
11. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;
12. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of 7 CFR §210.13;
14. Comply with all requirements relating to food safety and food recalls in accordance with 7 CFR 250.4(c)(2);
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
16. Maintain necessary facilities for storing, preparing and serving food in accordance with 7 CFR 210.13 and 7 CFR 250.14(a);
17. Upon request, make all accounts and records pertaining to its school food service available to FDACS and to the USDA, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit or review findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit or review.

- a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above;
18. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by the school. Acknowledge that failure to maintain and provide student eligibility records during an administrative review by FDACS will result in the recovery of an overclaim;
19. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged;
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR §245.6(b)(5), which must be readily retrievable by the school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:
  - a. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in 7 CFR §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
  - b. The child is a homeless child as defined in 7 CFR §245.2;
  - c. The child is a runaway child as defined in 7 CFR §245.2;
  - d. The child is a migrant child as defined in 7 CFR §245.2;
  - e. The child is a Head Start child as defined in 7 CFR §245.2; or
  - f. The child is a foster child as defined in 7 CFR §245.2.
21. Retain the individual applications for free and reduced price lunches and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (17) of this section; and
22. No later than December 31 of each year, provide FDACS with a list of all sites under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. FDACS may designate a month other than October for the collection of this information, in which case the list must be provided to FDACS within 60 calendar days following the end of the month designated by FDACS. In addition, each sponsor shall provide, when available for the sites under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the sites identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

Each sponsor with eligible sites, as defined in 7 CFR 210.10(n)(1), that elects to serve meal supplements during afterschool care programs, shall:

1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR §210.10;
2. Price the meal supplement as a unit in accordance with 7 CFR §210.10(a)(2);

3. Serve meal supplements free or at a reduced price to all children who are determined by the sponsor to be eligible for free or reduced price school meals under 7 CFR part 245;
4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
6. Claim reimbursement for no more than one meal supplement per child per day;
7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the site is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
8. Comply with all requirements of 7 CFR §210.9(b)(1) through (21).

Each sponsor operating the School Breakfast Program (SBP) shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit school food service used solely for Child Nutrition Programs;
2. In accordance with the financial management system established under 7 CFR §220.13(i), use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided to a sponsor under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
3. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings;
4. Limit its net cash resources to an amount that does not exceed three months average expenditure for its nonprofit school food service or such other amount as may be approved by FDACS;
5. Observe the limitations on any competitive food service as set forth in 7 CFR §210.11, 7 CFR §220.7(e)(1)(v) and 7 CFR §220.12;
6. Serve breakfasts which meet the minimum requirements prescribed in 7 CFR §220.8, during a period designated as the breakfast period by the site;
7. Price the breakfast as a unit in accordance with 7 CFR §220.8(a)(2);
8. Supply breakfast without cost or at reduced price to all children who are determined by the sponsor to be unable to pay the full price thereof in accordance with the free and reduced price policy statements approved under 7 CFR part 245;
9. Make no discrimination against any child because of his or her inability to pay the full price of the breakfasts;
10. Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement;
11. Submit Claims for Reimbursement in accordance with 7 CFR §220.11 and 595, Florida Statutes, and the rules adopted thereunder;
12. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements in paragraph (a)(2) and paragraph (a)(3) of 7 CFR §220.7;

13. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by FDACS;
14. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
15. Maintain necessary facilities for storing, preparing, and serving food in accordance with 7 CFR 220.7(e)(11), 210.13(d), and 250.14(a);
16. Maintain a financial management system in accordance with 7 CFR 220.7(e)(12), 7 CFR 210.14 and 595, Florida Statutes, and the rules adopted thereunder;
17. Upon request, make all accounts and records pertaining to its nonprofit school food service available to FDACS, to the USDA and to the USDA's Office of Audit for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit or review findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit or review.
  - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above;
18. Retain documentation of free or reduced price eligibility as follows:
  - a. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by the school for a period of three years after the end of the fiscal year to which they pertain; and/or
  - b. Maintain files with the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR §245.6(b)(5), which must be readily retrievable by the school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:
    - i. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in 7 CFR §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
    - ii. The child is a homeless child as defined in 7 CFR §245.2;
    - iii. The child is a runaway child as defined in 7 CFR §245.2;
    - iv. The child is a migrant child as defined in 7 CFR §245.2;
    - v. The child is a Head Start child as defined in 7 CFR §245.2; or
    - vi. The child is a foster child as defined in 7 CFR §245.2; and
19. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged.

Each sponsor approved to participate in the Special Milk Program (SMP) shall, with respect to sites under its jurisdiction:

1. Operate a nonprofit milk service. However, sponsors may use facilities, equipment, and personnel supported with funds provided to a sponsor to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);

2. If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to nonneedy children under the program; and (ii) make no discrimination against any needy child because of his or her inability to pay for the milk;
3. Claim reimbursement only for milk as defined in this part and in accordance with the provisions of 7 CFR §215.8 and 7 CFR §215.10;
4. Submit Claims for Reimbursement in accordance with 7 CFR §215.10 and 595, Florida Statutes, and the rules adopted thereunder;
5. Maintain a financial management system in accordance with 7 CFR 215.7(d)(6), 7 CFR 210.14 and 595, Florida Statutes, and the rules adopted thereunder;
6. Upon request, make all records pertaining to its milk program available to FDACS and to the USDA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit or review findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit or review; and
7. Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit or review findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit or review.
  - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.

Each sponsor approved for participation in the Summer Food Service Program (SFSP) shall:

1. Maintain a single, dedicated nonprofit food service account used solely for Child Nutrition Programs pursuant to 7 CFR 225.15(a)(4), and maintain documentation of all revenues received and expenses paid from the account.
2. Operate a nonprofit food service, used solely for Child Nutrition Programs, during the period specified, as follows:
  - a. From May through September for children on school vacation;
  - b. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
  - c. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by FDACS, a similar cause;
3. For sponsors, offer meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the program;
5. Issue a free meal policy statement in accordance with 7 CFR §225.6(c)(2)(ii), 7 CFR §225.6(f) and 7 CFR §225.6(i)(5);

6. Meet the training requirement for its administrative and site personnel, as required under 7 CFR §225.15(d)(1);
7. Submit claims for reimbursement in accordance with 7 CFR § 225.9 and 595, Florida Statutes, and the rules adopted thereunder. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR §225.6(h)(2). No changes may be made in the serving time of any meal unless the changes are approved by FDACS;
8. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by FDACS. Acknowledge that failure to maintain and provide meal count records during an administrative review by FDACS will result in the recovery of an overclaim;
9. Maintain menu and production records for all reimbursable meals served to eligible children. Acknowledge that failure to maintain and provide menu and production records during an administrative review by FDACS will result in the recovery of an overclaim;
10. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
11. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by the USDA;
12. Have access to facilities necessary for storing, preparing, and serving food;
13. Maintain a financial management system in accordance with 7 CFR 225.6(i)(12), 7 CFR 225.7(m) and 595, Florida Statutes, and the rules adopted thereunder;
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR §225.15(d) (2) and (3);
15. Upon request, make all accounts and records pertaining to the program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit, review or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit, review or investigation have been resolved.
  - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above;
16. Submit information as required in this Program agreement that is true and correct, acknowledging that deliberate misrepresentation or withholding of information may result in prosecution under the applicable State and Federal statutes;
17. Maintain children on site while meals are consumed unless the site is designated as rural with no congregate meal service; and
18. Retain final financial and administrative responsibility for its program.

Each sponsor receiving donated foods under FDACS' Food Distribution Program shall:

1. Distribute and use of donated foods is in accordance with 7 CFR part 250;
2. Be responsible for reporting to FDACS for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence;
3. Comply with all requirements relating to food safety and food recalls in accordance with 7 CFR 250.4(c)(2);
4. Have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution; and
5. Take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

## **ASSURANCE OF CIVIL RIGHTS COMPLIANCE**

The sponsor hereby agrees that it and its participating sites 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.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); all provisions required by the implementing regulations of the United States Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines, 28 CFR 35, 28 CFR 50.3 and 28 CFR 42; Food and Nutrition Service (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the SPONSOR receives federal financial assistance from the USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; the USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 that 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 Program applicant by USDA. This includes any Federal

agreement, arrangement, or other contract that 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 assurance.

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized FDACS and USDA personnel, during hours of program operation, to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person (or persons) whose signature(s) appear(s) below is/are authorized to sign this assurance on behalf of the sponsor.

### **CERTIFICATION REGARDING LOBBYING**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned sponsor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 2 CFR Part 182. The regulations, published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), require certification by grantees, prior to award, that they will maintain a drug-free workplace.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or suspension or debarment (see 7 CFR Part 3017, Sections 3017.615 and 3017.620).

1. The applicant certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going, drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace
    - ii. The grantee's policy of maintaining a drug-free workplace
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs, and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement.
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - g. Making a good faith effort to continue to maintain a drug-free workplace

- through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

---

---

---

Check  if there are workplaces on file that are not identified here.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS – PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participant [Sponsor] certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant [Sponsor] is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sign and return two (2) original copies of this Agreement to:

Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness  
600 S. Calhoun Street (H2)  
Tallahassee, Florida 32399

**OFFICIAL USE ONLY**  
**Florida Department of Agriculture and Consumer Services**

APPROVED BY:

\_\_\_\_\_  
Director of Administration

\_\_\_\_\_  
Date