

**APPENDIX IV: SAMPLE CONTRACT**

**FLORIDA HEALTHY KIDS CORPORATION**

**MARKETING, ADVERTISING, PUBLIC RELATIONS AND CREATIVE SERVICES  
CONTRACT**

This Contract is entered into between **Florida Healthy Kids Corporation** (“**FHKC**”), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and \_\_\_\_\_ (“**Respondent**”) to provide public relations and creative services.

In consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

**Section 1 Definitions**

- 1-1 “AHCA” means the State of Florida’s Agency for Health Care Administration.
- 1-2 “Applicant” means a parent or guardian of a child or a child whose disability of nonage has been removed under Chapter 743, who applies for determination of eligibility for health benefits coverage under ss. 409.810-409.820 F.S.
- 1-3 “Commencement Date” means the date services begin under this Contract.
- 1-4 “Effective Date” means the last date on which the last Party to this Contract signed.
- 1-5 “Enrollee” means an individual who meets FHKC standards of eligibility and has been enrolled in the Program.
- 1-6 “Florida Statutes” (F.S.) means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Contract.
- 1-7 “Program” means the program administered by FHKC as created by and governed under section 624.91, F.S. and related state and federal laws.

**Section 2 Term of this Contract**

The term of this Contract is for one (1) year. The Effective Dates are:

This Contract shall begin on February 1, 2017.

This Contract shall end on January 31, 2018.

This Contract may be extended at FHKC’s discretion for a maximum of two (2) one (1) year additional periods beyond the initial term indicated above. FHKC agrees to notify RESPONDENT by \_\_\_\_\_ if FHKC does not intend to exercise the first one (1) year extension option, and by \_\_\_\_\_ if FHKC does not intend

to exercise the second one (1) year extension option. In no event shall this contract extend beyond January 31, 2020.

### **Section 3 Fees and Costs**

3-1 FHKC agrees to pay RESPONDENT for the services detailed in RESPONDENT'S response to ITN 2016-01 in amounts not to exceed the following:

**[INTENSIONALLY LEFT BLANK / TO BE NEGOTIATED]**

Additionally, RESPONDENT agrees that any projects associated with FHKC's website at [www.healthykids.org](http://www.healthykids.org) will be coordinated with FHKC's contracted web services vendor. FHKC shall be included in any calls, correspondence or communications between RESPONDENT and its web services vendor during the contract term.

3-2 RESPONDENT agrees to bill FHKC monthly for all time and charges incurred in meeting the obligations of this Contract, including but not limited, to a breakdown of total hours. Such bills will include the specificity required by this section of the Contract.

3-3 FHKC will make payment to RESPONDENT within thirty (30) calendar days of receiving an invoice from RESPONDENT provided such billing is in accordance with the terms of this Contract. If FHKC requests detail or clarification regarding an invoice, payment shall be made within thirty (30) calendar days of receipt of the detail or clarification.

3-4 In the event FHKC disagrees with or questions any amount due under an invoice, FHKC agrees to pay the amount not in disagreement in accordance with the terms of this Contract, and communicate such disagreement to RESPONDENT in writing within thirty (30) calendar days of the invoice date. Any claim not made within that period shall be deemed waived.

3-5 RESPONDENT agrees to return to FHKC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were paid under this Contract. RESPONDENT shall return any such funds to FHKC within forty-five (45) days of identification by FHKC or the RESPONDENT.

3-6 RESPONDENT agrees to use any advanced funds only for the purposes identified under this Contract.

3-7 RESPONDENT agrees that no funds received under this Contract will be utilized to purchase food, beverages or other refreshments except as may otherwise be permitted under s. 624.91, F.S.

**Section 4 Duties of RESPONDENT**

4-1 Deliverables

- 1) RESPONDENT shall provide the specific services agreed upon after further negotiation. Any modifications to those services will be reduced to writing and agreed upon in advance by both Parties.
- 2) RESPONDENT shall develop a calendar in consultation with FHKC for the deliverables under this Contract within thirty (30) calendar days of execution of this Contract and annually for each additional contract term.
- 3) The following specific deliverables are identified:

**[INTENSIONALLY LEFT BLANK / TO BE NEGOTIATED]**

4-2 Records Retention and Accessibility

- A. RESPONDENT agrees to maintain books, records and documents in accordance with generally acceptable accounting principles which sufficiently and properly reflect all expenditures of funds provided by FHKC under this Contract.
- B. RESPONDENT shall have all records used or produced in the course of the performance of this Contract available at all reasonable times for inspection, review, audit or copying to FHKC, any vendor contracted with FHKC or any state or federal regulatory agency as authorized by law or FHKC. Access to such records will be during normal business hours and will be either through on-site review of records or through the mail. These records shall be retained for a period of at least five (5) years following the term of this Contract, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all tasks are completed.
- C. RESPONDENT agrees to cooperate in any evaluative efforts conducted by FHKC or an authorized subcontractor of FHKC both during and for a period of at least five (5) years following the term of this Contract. These efforts may include a post-Contract audit.
- D. Additionally, RESPONDENT agrees to provide to FHKC, by July 1<sup>st</sup> of each year, an audited financial statement for RESPONDENT'S preceding fiscal year. If such is not customarily available in the ordinary course of RESPONDENT'S business, then a written statement from an accountant verifying the financial stability of RESPONDENT'S shall be submitted and be subject to the approval of the FHKC Board of Directors.

- E. RESPONDENT shall include all the requirements of this subsection in all approved subcontracts and assignments and RESPONDENT agrees to require subcontractors and assignees to meet these requirements.

It is expressly understood that evidence of RESPONDENT'S refusal to substantially comply with this provision or such failure by RESPONDENT'S subcontractors, assignees or affiliates performing under this Contract shall constitute a breach and renders this Contract subject to unilateral cancellation by FHKC.

#### 4-3 Use of Subcontractors or Affiliates

RESPONDENT may contract with subcontractors or affiliates to deliver services under this Contract subject to the following conditions.

- A. RESPONDENT identified the subcontractor or affiliate in its response to the procurement document for services covered by this Contract.
- B. RESPONDENT has provided FHKC with a copy of the current contract or other written agreement and any amendments for services under this Contract between RESPONDENT and the subcontractor or affiliate. FHKC shall have the right to withhold its approval of any such contracts, agreements and amendments.
- C. RESPONDENT'S Contract with the subcontractor or affiliate fully complies with all terms and conditions of this Contract between RESPONDENT and FHKC.
- D. RESPONDENT agrees to notify FHKC in advance of the termination of such agreements with any subcontractor or affiliate.
- E. RESPONDENT shall provide FHKC with advance notice of RESPONDENT'S intent to contract with any new subcontractors or affiliates for services covered under this Contract. Prior to execution, RESPONDENT shall forward for FHKC's review and approval any proposed agreement for services with subcontractors or affiliates.
- F. By April 1<sup>st</sup> (first) each year, RESPONDENT agrees to provide FHKC with an annual report listing, for the previous calendar year, all subcontractors or affiliates that performed services under this Contract for RESPONDENT and attaching a copy of RESPONDENT'S executed contracts with such subcontractors and affiliates.

All agreements between RESPONDENT and its subcontractor or affiliates to provide services under this Contract shall be reduced to writing and shall be executed by both parties. All such agreements shall also be available to FHKC within seven (7) business days of request for production.

Failure of RESPONDENT to comply with the provisions of this section shall constitute a breach and renders this Contract subject to unilateral cancellation by FHKC.

#### 4-4 Indemnification

RESPONDENT shall indemnify, defend and hold FHKC, its officers, directors, agents and employees harmless from all claims, losses, suits, judgments or damages, including court costs and attorneys fees, arising out of :

- A. negligence, intentional torts or breach of contract by RESPONDENT;
- B. any claims or losses attributable to the acts of any subcontractor, person or entity performing or furnishing services, materials, or supplies on behalf of RESPONDENT in connection with the performance of this Contract whether or not known to FHKC; or
- C. any failure of RESPONDENT, its officers, employees or subcontractors to observe the requirements of applicable Florida or federal law, regardless of whether FHKC knew or should have known of such failure.

#### 4-5 Insurance

RESPONDENT shall not commit any work in connection with the Contract until it has obtained all types and levels of insurance required and approved by FHKC. Such coverage may include but not be limited to worker's compensation, liability, fire insurance, and property insurance depending upon the types of services being provided. Within ten (10) days of contract execution, RESPONDENT shall provide FHKC proof of coverage of insurance by a certificate of insurance. FHKC shall be provided proof of coverage of insurance by a certificate of insurance within ten (10) business days of contract execution. Continuing evidence of insurance coverage must be provided to FHKC by July 1<sup>st</sup> of each year.

FHKC shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such a deductible shall be the sole responsibility of RESPONDENT and/or subcontractor holding such insurance. The same holds true of any premiums paid on any insurance policy pursuant to this Contract. Failure to provide proof of coverage when requested may result in the Contract being terminated.

#### 4-6 Lobbying Disclosure

RESPONDENT shall comply with applicable state and federal requirements for the disclosure of information regarding lobbying activities of RESPONDENT, subcontractors or any authorized agent. Certification forms shall be filed by

RESPONDENT certifying that no state or federal funds have been or will be used in lobbying activities.

4-7 Materials Developed Under this Contract

All materials and deliverables developed under this Contract for FHKC belong to and are the property of FHKC. RESPONDENT shall transfer the ownership and content of any websites, domain names, trademarks, contests, materials, or other promotional items created under this Contract to FHKC or its designee upon the completion of the deliverable or upon a date mutually agreed upon by the parties, but not later than the end date of this Contract.

**Section 5 General Terms and Conditions**

5-1 Amendment

This Contract may be amended by mutual written consent of the parties at any time. This Contract shall automatically be amended to the extent necessary from time to time to comply with state or federal laws or regulations or the requirements of FHKC's contract with AHCA upon notice by FHKC to RESPONDENT to that effect.

5-2 Assignment

This Contract and the monies that may become due under it may not be assigned by RESPONDENT without the prior written consent of FHKC. Any purported assignment without such consent shall be deemed null and void.

5-3 Attachments

Attachments A through D are all incorporated into this Contract by reference. In any conflict between these Attachments and this Contract, the Contract provision shall control.

5-4 Attorneys Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, FHKC shall be entitled to recover from RESPONDENT its attorney fees and costs incurred, whether or not suit is filed, and if filed, at both trial and appellate levels. Legal actions are defined to include administrative proceedings. It is understood that the intent of this provision is to protect the Enrollees who receive health insurance benefits through the Program and rely upon the continuation of the Program.

5-5 Bankruptcy

FHKC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event RESPONDENT or any of its approved

subcontractors file a petition for bankruptcy or for approval of a plan of reorganization or arrangement under the Bankruptcy Act. RESPONDENT shall give FHKC notice of the intent to petition for bankruptcy or reorganization or arrangement at the time of the filing and immediately provide a copy of such filing to FHKC. FHKC shall have thirty (30) calendar days to elect continuation or termination of this Contract.

5-6 Change of Controlling Interest

FHKC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event of a change in the ownership or controlling interest of RESPONDENT or any of its approved subcontractors. RESPONDENT shall give FHKC notice of regulatory agency approval, if applicable, prior to any transfer or change in control of documentation of the change of regulatory agency approval is inapplicable. FHKC shall have thirty (30) calendar days to elect continuation or termination of this Contract.

5-7 Confidentiality

RESPONDENT shall treat all information, particularly personal or identifying information relating to Applicants or Enrollees that is obtained through its performance under this Contract, as confidential information to the extent confidential treatment is provided under state and federal laws including section 409.821, F.S. regarding confidentiality of information held by FHKC and the Florida KidCare Program. RESPONDENT shall not use any information obtained in any manner except as necessary for the proper discharge of its obligations and to secure its rights under this Contract. Such information shall not be divulged without written consent of FHKC, the Applicant or the Enrollee. This provision does not prohibit the disclosure of information in summary, statistical or other form which does not identify particular individuals.

RESPONDENT and FHKC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. Neither party will disclose or allow others to disclose proprietary information as determined by law by any means to any person without prior written approval of the other party. All proprietary information will be so designated. This requirement does not extend to routine reports and membership disclosure necessary for efficient management of the Program.

RESPONDENT understands that FHKC, by virtue of its contract with the Agency for Healthcare Administration, is subject to the Florida Public Records Act, Section 119.07, F.S. Therefore, all such information may be considered a public record and open to inspection. Thus, unless otherwise confidential or exempted by law, RESPONDENT shall allow public access to all documents, papers,

letters, electronic correspondence or other material subject to the provisions of Chapter 119, F.S., and made or received by RESPONDENT in conjunction with this Contract. However, RESPONDENT agrees to advise FHKC prior to the release of any such information.

## 5-8 Conflicts of Interest

### 5-8-1 Conflicts of Interest

RESPONDENT confirms that to the best of its knowledge, the responsibilities and duties assumed pursuant to this Contract are not in conflict with any other interest to which RESPONDENT is obligated or from which RESPONDENT benefits. Further, RESPONDENT agrees to inform FHKC immediately after becoming aware of any conflicts of interest which it may have with the interests of FHKC, as set forth in this Contract and which may occur in the future.

Within ten (10) days of contract execution, RESPONDENT shall submit a disclosure form identifying any relationships, financial or otherwise with any FHKC Board Member, FHKC Ad Hoc Board Member or any employee of FHKC.

### 5-8-2 Gift Prohibitions

In accordance with FHKC Corporate Policies, RESPONDENT affirms its understanding that FHKC Board Members and FHKC Employees are prohibited from accepting any gifts, including but not limited to, any meal, service or item of value even *de minimus* from those entities that conduct or seek to conduct business with FHKC.

### 5-8-3 Non-Solicitation

RESPONDENT recognizes and acknowledges that as a result of this Contract RESPONDENT will come into contact with employees of FHKC and that these employees have received considerable training by FHKC. RESPONDENT agrees not to solicit, recruit or hire any individual who is employed by FHKC during the term of this Contract. This prohibition shall be in effect for both the term of this Contract and twelve (12) months immediately following its termination.

## 5-9 Entire Understanding

This Contract with all Attachments incorporated by reference embodies the entire understanding of the parties relating to the subject matter of this Contract, and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the parties relative to the subject matter hereof.



5-10 Force Majeure

Neither party shall be responsible for delays of failure in performance of its obligations under this Contract resulting from acts beyond the control of the party. Such acts shall include, but are not limited to, blackouts, riots, acts of war, terrorism, epidemics, government regulations or statutory amendments adopted following the date of execution of this Contract, fire communication line failure, power failure or shortage, fuel shortages, hurricanes or other natural disasters.

5-11 Governing Law; Venue

This Contract shall be governed by applicable state and federal laws and regulations as such may be amended during the term of the Contract, whether or not expressly included or referenced in this Contract.

RESPONDENT agrees to comply with the following provisions as such may from time to time be amended during the term of this Contract:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The American Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires accommodation for persons with disabilities.
- G. Section 274A (e) of the Immigration and Nationalization Act, FHKC shall consider the employment by any contractor of unauthorized aliens a violation of this Act.
- H. Title XXI of the federal Social Security Act.
- I. All applicable state and federal laws and regulations governing FHKC.

- J. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.
- K. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. RESPONDENT shall employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the United States. RESPONDENT shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility System to verify the employment status of:
- All persons employed by RESPONDENT, during the term of this Contract, to perform employment duties within Florida; and,
  - All persons, including subcontractors, assigned by RESPONDENT to perform work pursuant to this Contract.
- L. Health Insurance Portability and Accountability Act -

To comply with the Department of Health and Human Services Privacy Regulations in the Code of Federal Regulations, Title 45, Sections 60 and 164, regarding disclosure of protected health information as specified in Attachment C.

RESPONDENT agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract and such compliance is binding upon RESPONDENT, its successors, transferees and assignees for the period during which services are provided. RESPONDENT further agrees that all contractors, subcontractors, sub-grantees or others with whom it arranges to provide goods, services or benefits in connection with any of its programs and activities are not discriminating against either those whom they employ nor those to whom they provide goods, services or benefits in violation of the above statutes, regulations, guidelines and standards.

It is expressly understood that evidence of RESPONDENT’S refusal or failure to substantially comply with this section or such failure by RESPONDENT’S subcontractors or anyone with whom RESPONDENT affiliates in performing under this Contract shall constitute a breach and renders this Contract subject to unilateral cancellation by FHKC.

Any legal action with respect to the provisions of this Contract shall be brought in federal or state court in Leon County, Florida.

5-12 Independent Contractor

The relationship of RESPONDENT to FHKC shall be solely that of an independent contractor. The parties acknowledge and agree that neither party has the authority to make any representation, warranty or binding commitment on behalf of the other party, except as expressly provided in this Contract or as otherwise agreed to in writing by the parties, and nothing contained in this Contract shall be deemed or construed to (i) create a partnership or joint venture between the parties or any affiliate, employee or agent of a party; or (ii) constitute any party or any employee or agent of a party as an employee or agent of the other party.

5-13 Name and Address of Payee

The name and address of the official payee to whom the payment shall be made:

For RESPONDENT:

Name:

Address:

Phone/fax:

Email:

5-14 Notice and Contact

All notices required under this section shall be in writing and may be delivered by certified mail with return receipt requested, by facsimile with proof of receipt, by electronic mail with proof of receipt or in person with proof of delivery.

Notice required or permitted under this Contract shall be directed as follows:

For FHKC:

Rebecca Matthews  
Chief Executive Officer  
Florida Healthy Kids Corporation  
661 East Jefferson Street, 2<sup>nd</sup> Floor  
Tallahassee, FL 32301  
850-224-5437 (Phone)  
850-224-0615 (Fax)  
matthewsr@healthykids.org

For RESPONDENT:

Name:

Address:

Phone/fax:

Email:

In the event that different contact persons are designated by either party after execution of this Contract, notice of the name and address of the new contact will be sent to the other party and be attached to the originals of this Contract.

5-15 Severability

If any of the provisions of this Contract are held to be inoperative by a court of competent jurisdiction, such a provision shall be severed from the remaining provisions of the Contract which shall remain in full force and effect.

5-16 Survival

The provisions of the following sections: Records Retention and Accessibility; Attorney Fees; Confidentiality; Conflicts of Interest; Non-Solicitation and Governing Law; Venue shall survive any termination of this Contract.

5-17 Termination of Contract

A. Termination for Lack of Funding

This Contract is subject to the continuation and approval of funding to FHKC from state, federal and other sources. FHKC shall have the absolute right, in its sole discretion, to terminate this Contract if funding for the Program is to be changed or terminated such that this Contract should not be sustained. FHKC shall send RESPONDENT notice of termination and include a termination date of not less than thirty (30) calendar days from the date of the notice.

B. Termination for Lack of Payment

If FHKC fails to make payments in accordance with the schedule included in this Contract, RESPONDENT may suspend work and pursue the appropriate remedies for FHKC's breach of its payment obligations. RESPONDENT must provide FHKC at least thirty (30) calendar days written notice of any suspension due to lack of payment and allow FHKC an opportunity to correct the default prior to suspension of work.

C. Termination for Lack of Performance or Breach

The continuation of this Contract is contingent upon the satisfactory performance of the RESPONDENT and corresponding evaluations by FHKC. If RESPONDENT fails to make timely progress on the objectives of this Contract or fails to meet the deliverables described under this Contract in the time and manner prescribed, FHKC reserves the right to terminate this Contract, or any part herein, at its discretion and such termination shall be effective at such times as is determined by FHKC. In its sole discretion, FHKC may allow RESPONDENT to cure any performance deficiencies prior to termination.

FHKC further reserves the right to immediately terminate this Contract by written notice to the RESPONDENT for breach of any provision of the Contract by the RESPONDENT, for the RESPONDENT's failure to perform satisfactorily any requirement of this Contract, or for any defaults in performance of this Contract, as determined in FHKC's sole discretion.

Waiver of the failure to perform satisfactorily or of breach of any provision of this Contract shall not be deemed to be a waiver of any other failure to perform or breach and shall not be construed to be a modification of the terms of this Contract.

D. Termination upon Revision of Applicable Law

FHKC and RESPONDENT agree if federal or state revisions of any applicable laws or regulations restrict FHKC's ability to comply with the Contract, make such compliance impracticable, frustrate the purpose of the Contract or place the Contract in conflict with FHKC's ability to adhere to its statutory purpose, FHKC may unilaterally terminate this Contract. FHKC shall send RESPONDENT notice of termination and include a termination date of not less than thirty (30) calendar days from the date of notice.

E. Termination upon Mutual Agreement

With mutual agreement of both parties, this Contract, or any part herein, may be terminated on an agreed date prior to the end of the Contract without penalty to either party.

**[TWO (2) SIGNATURE PAGES FOLLOWS]**

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have caused this Contract, to be executed by their undersigned officials as duly authorized.

**FOR**

**RESPONDENT:**

\_\_\_\_\_

**NAME:**

**TITLE:**

**DATE SIGNED:**

STATE OF FLORIDA            )

)

COUNTY OF LEON            )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ on behalf of RESPONDENT. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Signature

Notary Public – State of Florida

\_\_\_\_\_

Print, Type or Stamp Name of Notary Public

\_\_\_\_\_

My Commission Expires

\_\_\_\_\_

**FOR**

**FLORIDA HEALTHY KIDS CORPORATION:**

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**NAME: Rebecca Matthews**

**TITLE: Chief Executive Officer**

**DATE SIGNED:**

STATE OF FLORIDA )

COUNTY OF LEON )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, by Rebecca Matthews, as Chief Executive Officer on behalf of the Florida Healthy Kids Corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

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Signature

Notary Public – State of Florida

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Print, Type or Stamp Name of Notary Public

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My Commission Expires

**Reviewed by:**

\_\_\_\_\_ Date: \_\_\_\_\_

Steven Malono, Corporate Counsel  
Fla Bar I.D. Number: 0705705

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

**CONTRACTS AND SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

- A. *Each entity whose contract\subcontract equals or exceeds twenty five thousand dollars (\$25,000) in federal monies must sign this certification prior to execution of each contract\subcontract. Additionally, entities who audit federal programs must also sign, regardless of the contract amount. The Florida Healthy Kids Corporation cannot contract with these types of entities if they are debarred or suspended by the federal government.*
- B. *This certification is a material representation of fact upon which reliance is placed when this contract\subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.*
- C. *RESPONDENT Communications, Inc. shall provide immediate written notice to the contract manager at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- D. *The terms “debarred,” “suspended,” “ineligible,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.*
- E. *RESPONDENT agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.*
- F. *RESPONDENT further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract whose payment will equal or exceed twenty five thousand dollars (\$25,000) in federal monies, to submit a signed copy of this certification.*
- G. *The Florida Healthy Kids Corporation may rely upon a certification of an entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting\subcontracting unless it knows that the certification is erroneous.*
- H. *This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.*

**CERTIFICATION**

*RESPONDENT certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal agency.*

*Where RESPONDENT is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.*

\_\_\_\_\_  
Signature (Above)

\_\_\_\_\_  
Date of Signature

Name and Title of Authorized Signatory:

Name of Respondent and Business Address:



