



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 1 2015 N/P/CAS

AGENDA ITEM

July 1, 2015

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

A handwritten signature in black ink, appearing to read "Lonnie C. Bell, Jr.", written over the typed name.

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Sonya Hill, (407) 836-7409
Khadija Pirzadeh, (407) 836-8912

SUBJECT: Meal Service Agreements between Orange County, Florida
and the School Board of Orange County, Florida
regarding School Food Service
BCC Meeting 7/14/15 Consent Agenda/All districts

The Head Start Division requests Board approval of the six Meal Service Agreements between the School Board and Orange County, Florida. These agreements will allow the School Food Service to provide Head Start children with two-thirds of the daily nutritional requirements. Meals will be furnished by the School Board Food Service at the following six Head Start Centers: Aloma, Englewood, Grand Avenue, Maxey, Tangelo Park and Washington Shores Early Learning Center. Also provided is the Super Circular, as mandated for contracts paid with federal grant funds.

The Florida Childcare Food Program funds in the amount of \$213,715.80 will be used to cover the cost of meals. The term of these agreements are from October 1, 2015 through September 30, 2016. The County Attorney's Office and Risk Management Division have reviewed this agreement for legality and compliance with County policy guidelines.

ACTION REQUESTED: Approval of Meal Service Agreements between Orange County, Florida and School Board of Orange County, Florida regarding School Food Service for Aloma, Englewood, Grand Avenue, Maxey, Tangelo Park, and Washington Shores Early Learning Head Start Centers.

SH/kp

C: George A. Ralls, M.D., Acting Deputy County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Manager, Risk Management Division
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS

JUL 14 2015 NP/CAS

**Meal Service Agreement
 between
 Orange County, Florida
 and
 School Board of Orange County, Florida
 regarding School Food Service**

Name of Center: ALOMA HEAD START	Authorization No: S-734
Person to Contact: VIVIAN JONES BURTON	Phone No.: 407-672-3100 x300-2278
Address: 2949 SCARLETT ROAD, WINTER PARK, FL 32792	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015 to September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	34	\$1.37	\$46.58	8:30AM
Breakfast, adult	2	\$2.75	\$5.50	8:30AM
Lunch, elementary	34	\$2.12	\$72.08	11:30AM
Adult, lunch	2	\$3.75	\$7.50	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school. Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 2-week notification.

IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: [Signature] 7.14.15
 Authorized Signature and Date

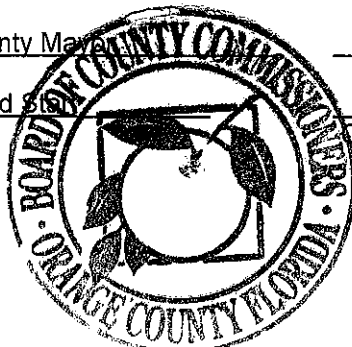
[Signature] 7-29-15
 Authorized Signature and Date

Teresa Jacobs, Orange County Mayor
 Title

Senior Director
 Title

For: Orange County Head Start
 Child Care Center

County School Board, School Food Service



APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
JUL 14 2015 NP/CAS

**Meal Service Agreement
 between
 Orange County, Florida
 and
 School Board of Orange County, Florida
 regarding School Food Service**

Name of Center: ENGLEWOOD HEAD START	Authorization No: S-734
Person to Contact: LESLIE ROSARIO	Phone No.: 407-207-7357
Address: 900 ENGEL DRIVE, ORLANDO, FL 32807	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015 to September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	80	\$1.37	\$109.60	8:30AM
Breakfast, adult	4	\$2.75	\$11.00	8:30AM
Lunch, elementary	80	\$2.12	\$168.00	11:30AM
Adult, lunch	4	\$3.75	\$15.00	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school. Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure liability for the acts, omissions and/or negligence of the other party.

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IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: Leslie Rosario 7.14.15
 Authorized Signature and Date

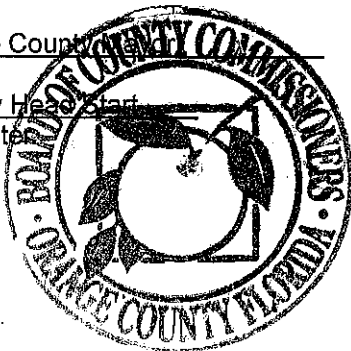
Laura Gilliam 7-29-15
 Authorized Signature and Date

Teresa Jacobs, Orange County
 Title

Senior Director
 Title

For: Orange County Head Start
Child Care Center

County School Board, School Food Service



JUL 14 2015 NP/CAS

**Meal Service Agreement
 between
 Orange County, Florida
 and
 School Board of Orange County, Florida
 regarding School Food Service**

Name of Center: GRAND AVENUE PRIMARY LEARNING HEAD START	Authorization No: S-734
Person to Contact: JOHN HOLMES	Phone No.: 407-245-1750 EXT: 337-2308
Address: 800 GRAND AVENUE, ORLANDO, FL 32805	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015 to September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	33	\$1.37	\$45.21	8:30AM
Breakfast, adult	2	\$2.75	\$5.50	8:30AM
Lunch, elementary	33	\$2.12	\$66.96	11:30AM
Adult, lunch	2	\$3.75	\$7.50	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school. Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.

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By: [Signature] 7.14.15
 Authorized Signature and Date

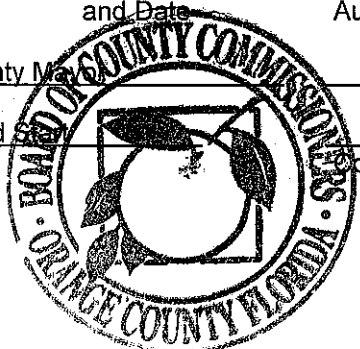
[Signature] 7-29-15
 Authorized Signature and Date

[Signature] Teresa Jacobs, Orange County M...
 Title

Senior Director
 Title

For: Orange County Head Start
 Child Care Center

School Board of Orange County, Florida
 School Board, School Food Service



JUL 14 2015 N/A/CAS

**Meal Service Agreement
 between
 Orange County, Florida
 and
 School Board of Orange County, Florida
 regarding School Food Service**

Name of Center: MAXEY HEAD START	Authorization No: S-734
Person to Contact: MYRA JACKSON	Phone No.: 407-656-5329
Address: 1100 E. MAPLE STREET, WINTER GARDEN, FL 34787	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015 to September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	60	\$1.37	\$82.20	8:30AM
Breakfast, adult	3	\$2.75	\$8.25	8:30AM
Lunch, elementary	60	\$2.12	\$127.20	11:30AM
Adult, lunch	3	\$3.75	\$11.25	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school.
Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.

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IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: *[Signature]* 7.14.15
 Authorized Signature and Date

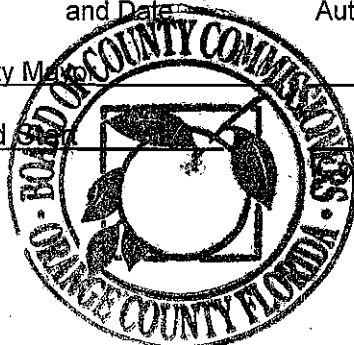
[Signature] 7-29-15
 Authorized Signature and Date

Teresa Jacobs, Orange County
 Title

Senior Director
 Title

For: Orange County Head Start
Child Care Center

Orange County School Board, School Food Service



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 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS

JUL 14 2015 NP/CAS

**Meal Service Agreement
 between
 Orange County, Florida
 and
 School Board of Orange County, Florida
 regarding School Food Service**

Name of Center: TANGELO PARK HEAD START	Authorization No: S-734
Person to Contact: HOPE CRANFORD	Phone No.: 407-352-4332
Address: 3115 ANZIO STREET, ORLANDO, FL 32819	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015** to **September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	30	\$1.37	\$41.10	8:30AM
Breakfast, adult	2	\$2.75	\$5.50	8:30AM
Lunch, elementary	30	\$2.12	\$63.60	11:30AM
Adult, lunch	2	\$3.75	\$7.50	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school. Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. The foregoing shall not constitute an agreement by either party to assure for the acts, omissions and/or negligence of the other party.

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IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: Teri L. Jacobs 7.14.15
 Authorized Signature and Date

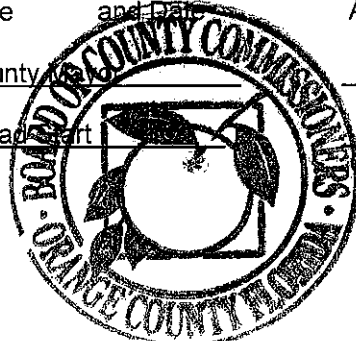
Laura Miller 7-29-15
 Authorized Signature and Date

Terese Jacobs, Orange County
 Title

Senior Director
 Title

For: Orange County Head Start
Child Care Center

County School Board, School Food Service



APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 14 2015 NP/CAS

**Meal Service Agreement
between
Orange County, Florida
and
School Board of Orange County, Florida
regarding School Food Service**

Name of Center: WASHINGTON SHORES ELC HEAD START	Authorization No: S-734
Person to Contact: NESREEN HAFAAZ	Phone No.: (407) 250-6260 X635-2257
Address: 2500 BRUTON BLVD., ORLANDO, FL 32811	

The Orange County School Board, School Food Service agrees to furnish meals daily to the above Center for the period from: **October 1, 2015 to September 30, 2016** except for holidays or other days of in-operation complete with required (x) paper products, (x) condiments, (x) milk pursuant to the following:

Meal Type	Estimated Total No. of Meals per Day	Unit Price per Meal	Total Price	Pick-up Time
Breakfast, elementary	68	\$1.37	\$93.16	8:30AM
Breakfast, adult	4	\$2.75	\$11.00	8:30AM
Lunch, elementary	68	\$2.12	\$144.16	11:30AM
Adult, lunch	4	\$3.75	\$15.00	11:30AM

The Orange County School Board, School Food Service agrees to:

- Ensure meals will meet the Meal Pattern for Elementary or Secondary Students.
- Provide meals in (X) bulk / unitized for breakfast, and (X) bulk/ unitized for lunch. Preference is bulk for breakfast and lunch.
- Prepare meals for (x) pick up by Center at the designated school. Food Service at the time(s) indicated above.
- Provide meal count one week in advance; up to 10% change accepted one day before.
- Submit billing invoice for payment within thirty (30) days to mailing address provided by Center.

Orange County, Florida, through its Head Start Division, agrees to pay for meals based on the above unit price(s) within thirty (30) days of receipt of invoice. The Orange County School Board, School Food Service warrants meals provided are safe and wholesome.

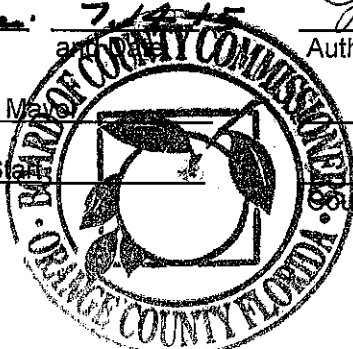
Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 786.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 2-week notification.

IN WITNESS WHEREOF, the Parties hereto have caused said agreement to be executed by their duly authorized officers.

By: [Signature] 7/14/15 [Signature] 7-29-15
 Authorized Signature and Authorized Signature and Date

[Signature] Teresa Jacobs, Orange County Mayor [Signature] Senior Director
 Title Title
 For: Orange County Head Start Child Care Center
 Orange County School Board, School Food Service



SUPER CIRCULAR

§200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

§200.328 Monitoring and reporting program performance.

- (a) *Monitoring by the non-Federal entity.* The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) *Non-construction performance reports.* The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a

justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

- (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) *Construction performance reports.* For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) *Significant developments.* Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

§200.331 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name in DUNS);
 - (ii) Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;
 - (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;

- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.

- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
 - (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
 - (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

§200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to

this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

§200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

§200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR part 180.

§200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

§200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

§200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

§200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.