

1 **Florida Healthy Kids Corporation**  
2 **Memorandum of Agreement**  
3

4 This Memorandum of Agreement is entered into this \_\_\_ day of \_\_\_, 2013  
5 between the Florida Healthy Kids Corporation (“FHKC”), a Florida not-for-profit  
6 corporation and Randy Fritz, (“CONSULTANT”) an individual, for consulting  
7 services.  
8

9 **I. Agreement Term**

10  
11 This Memorandum of Agreement (“Agreement”) shall be effective October 1,  
12 2013 (“the Commencement Date”), and shall end upon thirty (30) days written  
13 notice by either Party.  
14

15 **II. Scope of Services**

16  
17 During the Term, FHKC agrees to pay CONSULTANT for consulting services.  
18 CONSULTANT will produce the following deliverables:  
19

- 20 A. Provide consulting services to the FHKC to assist with identification  
21 and research initiatives driven by the Corporation’s Strategic Plan.  
22  
23 B. Facilitate, support, attend and participate in any scheduled meetings  
24 ~~of the FHKC Board of Directors as requested by FHKC for this project~~  
25 throughout the contract term.  
26  
27 ~~C. Produce reports or analyses about topics as requested by FHKC~~  
28 ~~staff.~~  
29 ~~D.~~   
30 ~~E.C. Attend and make oral presentations to the FHKC Board of Directors~~  
31 ~~upon the request of FHKC.~~  
32

33 **III. Payment**

34  
35 For services under this Agreement, FHKC agrees to pay CONSULTANT the  
36 following:  
37

38 ~~FHKC agrees to pay CONSULTANT at the rate of \$200.00 (Two~~  
39 ~~Hundred Dollars and no cents) per hour for the performance of services~~  
40 ~~under this Agreement. hourly However, all billing must be itemized with~~  
41 ~~specificity as to time, date, purpose and specific number of hours.~~  
42 ~~However, CONSULTANT shall be compensated at 50% (fifty percent) of~~  
43 ~~this rate for any time incurred while traveling to satisfy any deliverables~~  
44 ~~under this Agreement.~~  
45  
46

47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92

AB. FHKC agrees to pay CONSULTANT a monthly flat fee in the amount of \$3,000.00 (Three Thousand Dollars.)

BC. For the purposes of fulfilling the obligations of this Agreement within the scope of its terms, CONSULTANT may be entitled, in addition to the payment agreed to in paragraph A above, to receive from the funds of FHKC, reimbursement for per diem and travel expenses as provided by Section 112.061, *Florida Statutes*, in the same amounts and under the same procedures as Board Members of FHKC are entitled to such reimbursements pursuant to Section 624.91(6)(c), *Florida Statutes*. Per diem and travel expenses for which reimbursement is sought must be approved by an authorized officer or employee of FHKC before they are incurred for reimbursement to be considered. To the extent feasible, FHKC will arrange CONSULTANT'S travel in order to ensure cost effective travel arrangements.

C. FHKC will make payment to CONSULTANT within thirty (30) calendar days of receiving an invoice from CONSULTANT provided such billing is in accordance with the terms of this Agreement. 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.

D. The parties agree that under no circumstances shall the total charges to FHKC for the performance of this Agreement and all associated costs exceed Fifty Thousand Dollars (\$50,000.00) per FHKC fiscal year.

E. Payment under this Agreement shall be made to:

Mr. Randy Fritz  
127 McCarth Drive  
Bastrop, TX 78602  
(512) 636-6145  
E-Mail: rnfritz@austin.rr.com

**IV. Other Terms and Conditions**

A. CONSULTANT 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 Agreement.

93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138

A. This Agreement may be amended by mutual written consent of the Parties at any time. This Agreement 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 the Agency for Health Care Administration (AHCA) upon notice by FHKC to that effect. Any such amendments shall be attached to this original Agreement.

B. CONSULTANT confirms that to the best of its knowledge, the responsibilities and duties assumed pursuant to this Agreement are not in conflict with any other interest to which CONSULTANT is obligated or from which CONSULTANT benefits. Further, CONSULTANT 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 Agreement and which may occur in the future.

CONSULTANT shall not be engaged in any FHKC procurement related activities with a separate vendor while this Agreement is in effect.

D. Notice and Contact

All notices regarding this Agreement 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 Agreement shall be directed as follows:

For FHKC:  
Fred Knapp  
Florida Healthy Kids Corporation  
661 East Jefferson Street, 2<sup>nd</sup> FL  
Tallahassee, FL 32301  
850-224-5437  
850-224-0615 (Fax)  
knappf@healthykids.org

For CONSULTANT:  
Randy Fritz  
127 McCarthy Drive  
Bastrop, TX 78602  
(512) 636-6145  
E-Mail: rnfritz@austin.rr.com

139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182

E. CONSULTANT shall treat all information, particularly personal or identifying information relating to Applicants or Enrollees that is obtained through its performance under this Agreement, as confidential information to the extent confidential treatment is provided under state and federal laws, including section 409.821, *Florida Statutes*, regarding confidentiality of information held by FHKC and the Florida KidCare Program. CONSULTANT 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 Agreement. 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.

CONSULTANT 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 Florida KidCare Program.

CONSULTANT understands that FHKC may be subject to the Florida Public Records Act, Section 119.07, *Florida Statutes*, and therefore all such information may be considered a public record and open to inspection. Thus, unless otherwise confidential or exempted by law, CONSULTANT shall allow public access to all documents, papers, letters, electronic correspondence or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by CONSULTANT in conjunction with this Agreement. However, CONSULTANT agrees to advise FHKC prior to the release of any such information.

F.D. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. CONSULTANT 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. The CONSULTANT shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility System to verify the employment status of:

183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229

1. All persons employed by the CONSULTANT, during the term of this Agreement, to perform employment duties within Florida; and,
2. All persons (including subcontractors) assigned by the CONSULTANT to perform work pursuant to this Agreement.

G. Termination of Agreement for Lack of Performance or Breach

The continuation of this Agreement is contingent upon the satisfactory performance of the CONSULTANT and corresponding evaluations by FHKC. If CONSULTANT fails to make timely progress on the objectives of this Agreement or fails to meet the deliverables described under this Agreement in the time and manner prescribed, FHKC reserves the right to terminate this Agreement, 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 CONSULTANT up to thirty (30) calendar days to cure any performance deficiencies prior to termination.

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

Waiver of the failure to perform satisfactorily or of breach of any provision of this Agreement 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 Agreement.

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

- V. Attachment A is hereby attached and incorporated by reference.
- VI. The parties intend that the Effective Date ("Effective Date") of this Agreement be the date on which the last party executed the Agreement. However, the Parties intend for the terms of this Agreement to relate back to the Commencement Date of ~~April 1~~October 1, 2013.

**(SIGNATURES FOLLOW ON NEXT PAGE)**

230 IN WITNESS WHEREOF, the parties have caused this Memorandum of  
231 Agreement, to be executed by their undersigned officials as duly authorized.

232

233

234 **RANDY FRITZ:**

235

236 \_\_\_\_\_

237

238

239 \_\_\_\_\_

240 Date of Signature

241

242

243 \_\_\_\_\_

244 Witness #1 Signature

245

246 \_\_\_\_\_

247 Witness #1 Printed Name

248

249 \_\_\_\_\_

250 Witness #2 Signature

251

252 \_\_\_\_\_

253 Witness #2 Printed Name

254

255

256 **FOR FLORIDA HEALTHY KIDS CORPORATION:**

257

258

259 \_\_\_\_\_

260 Rich A. Robleto

261 Executive Director

262

263 \_\_\_\_\_

264 Date of Signature

265

266 \_\_\_\_\_

267

268 \_\_\_\_\_

269 Witness #1 Signature

270

271 \_\_\_\_\_

272 Witness #1 Printed Name

273

274 \_\_\_\_\_

275 Witness #2 Signature

276

277 \_\_\_\_\_

278 Witness #2 Printed Name

**ATTACHMENT A**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY**  
**EXCLUSION**  
**CONTRACTS AND SUBCONTRACTS**

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

281 **INSTRUCTIONS**

- 282 A. *Each ENTITY whose contract\subcontract equals or exceeds twenty five thousand dollars*  
283 *(\$25,000) in federal monies must sign this certification prior to execution of each*  
284 *contract\subcontract. Additionally, entities who audit federal programs must also sign, regardless*  
285 *of the contract amount. The Florida Healthy Kids Corporation cannot contract with these types of*  
286 *Entities if they are debarred or suspended by the federal government.*
- 287 B. *This certification is a material representation of fact upon which reliance is placed when this*  
288 *contract\subcontract is entered into. If it is later determined that the signer knowingly rendered an*  
289 *erroneous certification, the Federal Government may pursue available remedies, including*  
290 *suspension and/or debarment.*
- 291 C. *ENTITY shall provide immediate written notice to the contract manager at any time ENTITY learns*  
292 *that its certification was erroneous when submitted or has become erroneous by reason of changed*  
293 *circumstances.*
- 294 D. *The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as*  
295 *used in this certification, have the meanings set out in the Definitions and Coverage sections of*  
296 *rules implementing Executive Order 12549. You may contact the contract manager for assistance*  
297 *in obtaining a copy of those regulations.*
- 298 E. *ENTITY agrees by submitting this certification that, it shall not knowingly enter into any subcontract*  
299 *with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from*  
300 *participation in this contract/subcontract unless authorized by the Federal Government.*
- 301 F. *ENTITY further agrees by submitting this certification that it will require each subcontractor of this*  
302 *contract/subcontract whose payment will equal or exceed twenty five thousand dollars (\$25,000) in*  
303 *federal monies, to submit a signed copy of this certification.*
- 304 G. *The Florida Healthy Kids Corporation may rely upon a certification of ENTITY that it is not*  
305 *debarred, suspended, ineligible, or voluntarily excluded from contracting\subcontracting unless it*  
306 *knows that the certification is erroneous.*
- 307 H. *This signed certification must be kept in the contract manager's file. Subcontractor's certifications*  
308 *must be kept at the contractor's business location.*

309 **CERTIFICATION**

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

313  
314 *Where ENTITY is unable to certify to any of the statements in this certification, ENTITY shall attach an*  
315 *explanation to this certification.*

316  
317 \_\_\_\_\_  
318 Signature (Above)  
319 Name and Title of Authorized Signatory:

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