

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0013 FY2024-2025

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as “OPFF”, and Polk County, a political subdivision of the State of Florida (HF Polk), hereinafter referred to as the “Provider”, for the provision of Healthy Families Florida, hereinafter referred to as “HFF”, is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; and revised deliverables table.

Amendment #0002, effective 7/1/2021, to extend the FY 2020-2021 contract and funding for 30 days (or until the FY 2020-2022 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2020-2021 budget without penalties until the FY 2020-2022 contract is executed.

Amendment #0003, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-05 to #20-22-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #004, effective 2/1/2022, changes to: staffing patterns, reduction of HFF Grant due to staff vacancies; attachments and associated funding changes as listed below.

Amendment #0005, effective 7/1/2022, to extend the FY 2021-2022 contract and funding for 30 days (or until the FY 2022-2023 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2021-2022 budget without penalties until the FY 2022-2023 contract is executed.

Amendment #0006, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-05 to #20-25-05.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0007, effective 10/1/2022 changes include: numbers to serve decreased; Contract language as noted below; revised deliverables table; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0008, effective 4/1/2023 changes include: reduction of HFF Grant due to staff vacancies; funding movement among approved categories, revised budget with associated funding changes.

Amendment #0009, effective 7/1/2022 the 2020-2025 contract and funding for 30 days (or until the FY 2023-2024 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2022-2023 budget without penalties until the FY 2023-2024 contract is executed.

Amendment #0010, effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0011, effective 9/1/2023, changes include: HFF Grant increase; contract language, staffing titles, attachments and associated funding changes as listed below.

Amendment #0012, effective 7/1/2024 the 2020-2025 contract and funding for 30 days (or until the FY 2024-2025 contract is executed) and all areas of the contract related to the funding. This extended amendment will operate under the FY 2023-2024 budget without penalties until the FY 2024-2025 contract is executed.

Amendment #0013, effective the latter of June 30, 2024, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Subcontract Section **1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT

1.1 Purpose and Subcontract Amount

The OPFF is engaging the Provider for the purpose of providing HFF services in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed \$1,585,843.75, as allocated below:

- Ounce of Prevention Base Grant amount \$1,446,553.00,
- Ounce of Prevention One-time non-recurring amount of \$139,290.75.

All funding is subject to the availability of funds. This grant amount will cover will 2024-2025 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for

under any other Subcontract or from any other source are not eligible for payment under this Subcontract.

1.1.1 Cash and In-Kind Contributions

- 1.1.1.1.** The Provider shall provide and maintain a minimum of **\$361,638**, which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2024-2025. The Provider's cash and in-kind contribution for the Fiscal Year 2024-2025 subcontract period is **\$1,312,511.00** which represents **90.7%** percent (%) of the OPFF/HFF grant funds.
- 1.1.1.2.** If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract Section **1.2 – Official Representatives and Payee**, is hereby deleted and the following is inserted in lieu thereof:

1.2 Official Representatives and Payee

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

a. Lead Agency Organization Name	Polk County, a political subdivision of the State of Florida
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the lead agency person who is to be contacted regarding the contract):	Lead Agency Representative's Name: Marcia Andresen
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5303
	Cell Number: 863-581-0395
	Fax Number: 863-519-3709
	E-mail: marciaandresen@polk-county.net
c. The lead agency representative name, organization name, mailing address and contact information of the official representative (the person who is approved to sign Subcontracts and amendments):	Lead Agency Signee Name: Bill Braswell, Chairman
	Address: BC01, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-6050
	Cell Number:
	Fax Number:
	E-mail: Billbraswell@polk-county.net
d. The name of contact person, address, telephone, and email address where the Provider's financial and administrative records are maintained:	Fiscal Contact's Name: Judy Tewksbury
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5569
	Cell Number:
	Fax Number: 863-519-3709
	E-mail: judytewksbury@polk-county.net
e. The name of the Payee Organization (who we write the check to):	Payee Organization Name: Polk County a political subdivision of the State of Florida
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5569
	Fax Number: 863-519-3709

	E-mail: judytewsbury@polk-county.net
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF Polk program (this should be the Program Manager), under this Subcontract:	Program Manager's Name: Shaneal Allen
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5315
	Cell Number:
	Fax Number: 863-534-7042
	E-mail: shanealallen@polk-county.net
g. The name, address, telephone number, fax number and e-mail of the POLK backup representative (add position title) responsible for administration of the HF program under this Subcontract:	Back-Up Contact's Name: Minelia Berrios-Gonzalez
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5258
	Cell Number:
	Fax Number: 863-534-7042
	E-mail: mineliaBerrios-Gonzalez@polk-county.net
h. The contact information of the Training Contact is the same as the Program Manager	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-488-1752 x 104
	Fax:(850-488-5562
	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

Subcontract Exhibit C Section **C-2.1.1. - Staff Composition Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1. Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table.

Non-HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by Other Funding
Secretary I	3	2.25	0.75	0
Secretary II	1	0.75	0.25	0
Clinician	1	0	0	1
Clinical Manger	1	0	0	1
SUBTOTAL FTE	6	3	1	2
HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by Other Funding
Program Manager	1	0.75	0.25	0
Asst. Program Manager	2	2	0	0
Supervisors	5	3	0	2
FES	3	1.5	0.5	1

FSES I	16	9.75	3.25	3
FSES II	7	3	1	3
FSES III	3	1.5	0.5	1
SUBTOTAL FTE	37	21.5	5.5	10
TOTAL FTE	43	24.5	6.5	12

Subcontract Exhibit C Section C-2.4.a. – **Cash Contribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.a Cash Contributors: \$400,000

The name of each contributor	Is the organization considered “Private” or “Public”	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	\$400,000	Monies will be used to fund personnel services and operating costs associated with Healthy Families Polk.	Polk County

Subcontract Exhibit C Section C-2.4.c – **Other Funding Contribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.c Other Funding Contribution Table: \$912,511.00

The name of each contributor	Is the organization considered “Private” or “Public”	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	\$912,511.00	Funding is for personnel services and operating costs associated with Healthy Families Polk	Polk County

Subcontract Exhibit D Section D-1. - **Deliverables Table**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT D – DELIVERABLES

D-1. Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider’s fiscal year	Hard copy & Electronic copy Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 2
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 5.1.4 Attachment 5
Attachment 6 - Certification Regarding Debarment Form		Hffdeliverables@ounce.org	Per Section 5.4 Attachment 6

Attachment 7 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 7.13.3 Attachment 7
Attachment 37 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 8 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and changes since last submission	Hffdeliverables@ounce.org	Per Section 10.3 Attachment 8
Attachment 9 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 5.4.2, 5.5.4, and 10.8
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3 rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	Imarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 38 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit B-4
Attachment 15 - Quarterly Narrative Report	July 15, 2024	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
	October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025		
Auxiliary Aids and Services Plan	July 30, 2024	Hffdeliverables@ounce.org	Per Section 10.10
Proof of Insurance Coverage	September 30, 2024	Hffdeliverables@ounce.org	Per Section 4.5
Agency Climate and Culture Analysis	November 15, 2024	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2

Biennial Service Review	November 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 21 - Notarized Affidavit of Level 2 Background Screening	November 29, 2024	Hffdeliverables@ounce.org	Per Sections 4.12.2 and C-2.5.6.3
HFF Site Policies and Procedures	November 29, 2024	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2025	Hffdeliverables@ounce.org	Per Exhibit D-2
Attachment 29 - Property Inventory and Disposal Form	DRAFT - May 20, 2025 FINAL - June 20, 2025	Hffdeliverables@ounce.org	Per Exhibit B-7.6, B-7.8 and B-7.9

Attachment 1 - Financial and Compliance Audit Instructions is hereby deleted in its entirety and replaced with a revised **Attachment 1 - Financial and Compliance Audit Instructions** for FY 2024-2025.

Attachment 3c - Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3a** - Budget and Revenue Summary to reflect FY 2024-2025.

Attachment 5 - Certification Regarding Lobbying is hereby deleted in its entirety and replaced with a revised **Attachment 5 - Certification Regarding Lobbying** for FY 2024-2025.

Attachment 6 - Certification Regarding Debarment is hereby deleted in its entirety and replaced with a revised **Attachment 6 - Certification Regarding Debarment** for FY 2024-2025.

Attachment 7 - Civil Rights Compliance Checklist is hereby deleted in its entirety and replaced with a revised **Attachment 7 - Civil Rights Compliance Checklist** for FY 2024-2025.

Attachment 8 - Single-Point-of-Contact is hereby deleted in its entirety and replaced with a revised **Attachment 8 - Single-Point-of-Contact** for FY 2024-2025.

Attachment 9 - Organizational Chart is hereby deleted in its entirety and replaced with a revised **Attachment 9 - Organizational Chart** for FY 2024-2025.

Attachment 13 - Certification Regarding Compensation is hereby deleted in its entirety and replaced with a revised **Attachment 13 - Certification Regarding Compensation** for FY 2024-2025.

Attachment 15 - Quarterly Narrative Report RVSD 10.4.22 is hereby deleted in its entirety and replaced with a revised **Attachment 15- Quarterly Narrative Report RVSD 2.7.24** for FY 2024-2025.

Attachment 16 - DCF Security Agreement Attestation is hereby deleted in its entirety and replaced with a revised **Attachment 16 - DCF Security Agreement CF114 1.31.24** for FY 2024-2025.

Attachment 23 - Information Resource Request Form rvsd 3.13.23 is hereby deleted in its entirety and replaced with a revised **Attachment 23 - Information Resource Request Form rvsd 2.2.24** for FY 2024-2025.

Attachment 37 - Letter of Affidavit for E-Verify is hereby added in its entirety for FY 2024-2025.

Revised In-Kind Contribution letter for FY 2024-2025.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this 47 page Subcontract to be executed by their undersigned officials as duly authorized.

**Polk County, a political subdivision of the
State of Florida.:**

Signed by: _____

Name: _____

Title: _____

Date: _____

Provider Fiscal Year Ending Date: September 30, 2025

FEIN #: 59-6000809

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Ounce of Prevention Fund of Florida pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 electronic copy, 1 hard copy and management letter, if issued)

OPFF/Healthy Families Florida
Attn: Suzie Godfrey
111 North Gadsden Street
Tallahassee, FL 32301
Email address: sgodfrey@ounce.org

B. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

Funding Period: 7/1/2024 - 6/30/2025		FY 2024-2025					
Lead Entity: Polk County, a political subdivision of the State of Florida							
Project Name: HF Polk							
Contract#: 20-25-05							
Categories and Line Items		HFF Grant		Cash Contrib.	In-kind Contrib.	OTHER Contrib.	Budget Narrative
Direct Expenses							
A. Salaries and Wages							
1. Program Manager (1FTE)	\$104,817.00	\$78,613.00	\$26,204.00	\$0.00	\$0.00	\$0.00	HFF = 1 FTE @ \$104,817*.75 = \$78,613 (rounded) CASH = \$104,817 *.25 = \$26,204.00 (rounded)
2. Supervisor (4 FTEs)	\$205,189.00	\$152,683.00	\$0.00	\$0.00	\$0.00	\$52,506.00	HFF = 1 FTE @ \$47,671; 1 FTE @ \$52,506; 1 FTE @ \$52,506 = \$152,683 OTHER = 1 FTE @ \$52,506
3. Supervisor (1 FTE)	\$47,671.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,671.00	OTHER = 1 FTE @ \$47,671
4. FES's (3 FTE)	\$119,653.00	\$60,320.25	\$20,106.75	\$0.00	\$0.00	\$39,226.00	HFF = \$60,320.25 - 1 FTE @ \$40,612.75=\$30,459, 1 FTE @ \$39,815.75=\$29,861.25 CASH=\$20,106.75-1 FTE * @ \$40,612* 25=\$10,153, 1 FTE @ \$39,815*.75=\$9,953.75 OTHER=1 FTE @ \$39,226
5. FSES's (16FTEs)	\$580,720.00	\$354,486.00	\$118,162.00	\$0.00	\$0.00	\$108,072.00	HFF = \$354,486-13 FTE's - *\$35,257*.75=\$26,442.75; 1 FTE*\$34,394*.75=\$25,795.50; 1 FTE*\$45,087*.75=\$33,815.25; 1 FTE @ \$38,002*.75=\$28,501.50; 1 FTE @ \$33,885*.75=\$25,413.75; 1 FTE @ \$33,885*.75=\$25,413.75; 1 FTE @ \$40,071*.75=\$30,053.25; 1 FTE @ \$35,085*.75=\$26,313.75; 1 FTE @ \$33,885*.75=\$25,413.75; 1 FTE @ \$37,326*.75=\$27,994.50 CASH = \$118,162 - 1 FTE @ \$35,257*.25=\$8,814.25; 1 FTE @ \$34,394*.25=\$8,598.50; 1 FTE @ \$45,087*.25=\$11,271.75; 1 FTE @ \$38,002*.25=\$9,500.50; 1 FTE @ \$33,885*.25=\$8,471.25; 1 FTE @ \$35,257*.25=\$8,814.25; 1 FTE @ \$36,629*.25=\$9,157.25; 1 FTE @ \$33,885*.25=\$8,471.25; 1 FTE @ \$33,885*.25=\$8,471.25; 1 FTE @ \$40,071*.25=\$10,017.75; 1 FTE @ \$35,085*.25=\$8,771.25; 1 FTE @ \$33,885*.25=\$8,471.25; 1 FTE @ \$37,326*.25=\$9,331.50 OTHER = \$108,072 - 1 FTE @ \$35,574; 1 FTE @ \$34,518; 1 FTE @ \$37,980
6. FSES's II (7 FTEs)	\$269,792.00	\$119,595.00	\$39,865.00	\$0.00	\$0.00	\$110,332.00	HFF = \$119,595 - 2 FTE's * \$35,574*.75=\$26,680.50; 1 FTE @ \$49,128*.75=\$36,846; 1 FTE @ \$39,184*.75=\$29,388; 1 FTE @ \$35,574*.75=\$26,680.50 CASH = \$39,865 - 4 FTE's - 1 FTE @ \$35,574*.25=\$8,893.50; 1 FTE @ \$49,128*.25=\$12,282; 1 FTE @ \$39,184*.25=\$9,796; 1 FTE @ \$35,574*.25=\$8,893.50 OTHER = \$110,332 - 3 FTE's * 1 FTE @ \$35,574; 1 FTE @ \$36,292; 1 FTE @ \$38,466
7. FSES's III (3 FTE's)	\$131,252.00	\$67,832.25	\$22,610.75	\$0.00	\$0.00	\$40,809.00	HFF = \$67,832.25 - 1 FTE @ \$43,997*.75=\$32,997.75; 1 FTE @ \$46,446*.75=\$34,834.50; CASH = \$22,610.75 -1 FTE @ \$43,997*.25=\$10,999.25; 1 FTE @ \$46,446*.25=\$11,611.50; OTHER = \$40,809 - 1 FTE @ \$40,809
8. Secretary I (3 FTEs)	\$107,820.00	\$80,865.00	\$26,955.00	\$0.00	\$0.00	\$0.00	HFF = \$80,865 - 1 FTE @ \$33,885*.75=\$25,413.75; 1 FTE @ \$35,933*.75=\$26,949.75; 1 FTE @ \$38,002*.75=\$28,501.50 CASH = \$26,955 - 1 FTE @ \$33,885*.25=\$8,471.25; 1 FTE @ \$35,933*.25=\$8,983.25; 1 FTE @ \$38,002*.25=\$9,500.50
9. Secretary II (1 FTE)	\$38,107.00	\$28,580.25	\$9,526.75	\$0.00	\$0.00	\$0.00	HFF - 1 FTE @ \$38,107*.75=\$28,580.25 CASH - 1 FTE @ \$38,107*.25=\$9,526.75
10. Clinical Manager/Supervisor (.1 FTE)	\$70,376.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,376.00	OTHER - 1 FTE @ \$70,376
11. Clinician (1 FTE)	\$63,273.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,273.00	OTHER - 1 FTE @ \$63,273
12. APM (Program Supervisor (2 FTE)	\$112,966.00	\$112,966.00	\$0.00	\$0.00	\$0.00	\$0.00	HFF \$112,966 - 1 FTE @ \$58,285; 1 FTE @ \$54,681
Subtotal Salaries and Wages		\$1,851,636.00	\$263,430.25	\$0.00	\$0.00	\$532,265.00	
B. Payroll Taxes and Benefits (%)		\$651,791.00	\$107,165.00	\$0.00	\$0.00	\$106,082.00	HFF - \$438,544-30FTE's - FICA \$1,055,940.75*7.65% = \$80,779; State Retirement @ 13.57% = \$1,055,940.75*13.57%=\$143,291; Life/LTD @ \$48 annually per person: 5*\$48*100%= \$240, 26*\$48*.75%=\$899 Total Life/LTD = \$1,139 Health = \$213,335 12 FTE's *Single Rate \$8,916*.75=\$80,244.2 FTE's=\$17,832 1 FTE @ Family Rate \$27,290.00*.75=\$20,467.50; 1 FTE @ Family Rate=\$27,290 3 FTE's @ Child Rate \$15,290*.75=\$34,402.50; 1 FTE @ Spouse Rate=\$18,718 1 FTE @ Spouse Rate \$19,175*.75=\$14,381 CASH-\$106,082 - 25 FTE's; FICA \$263,430.25*7.65%=\$20,15; State Retirement \$263,430.25*13.57%=\$35,748, Life/LTD 26*\$48*.25% pp Annually=\$340 Health = \$49,832 12 FTE's - Single Rate \$8,916*.25%=\$26,748 1 FTE @ Family Rate \$27,290*.25%=\$6,822.50 3 FTE's @ Child Rate \$15,290*.25=\$11,467.50 1 FTE @ Spouse Rate \$19,175*.25=\$4,794 OTHER - \$242,720-12 FTE's - FICA @ 7.65%=\$40,718; State Retirement @ 13.57%=\$72,228; Life/LTD @ \$48 pp Annually=\$576 8 FTE's @ Single Rate \$8,916= \$71,328 1 FTE's @ Child Rate \$15,290=\$30,580 1 FTE @ Family Rate=\$27,290

C. Program Consultants and Contractual									
1. Background/Fingerprinting/ Screening	\$695.00		\$493.00	\$0.00	\$0.00	\$0.00	\$202.00		HFF - 4 Background Screens @ \$65=\$260 + 4 Fingerprint @ \$13.68=\$54.72 + 4 Background Screen Renewal @ \$44.66=\$178.64 Total = \$493.36, rounded to \$493
2. Pre-Employment Screening	\$14,749.00		\$0.00	\$0.00	\$0.00	\$0.00	\$14,749.00		OTHER - 2 Background Screens @ \$65=\$130 + 2 Fingerprint @ \$13.68=\$27.36 + 1 Background Screen Renewal @ \$44.66 Total = \$202.02, rounded to \$202
3. Information Technology related charges	\$142,271.00		\$0.00	\$0.00	\$0.00	\$0.00	\$142,271.00		OTHER - 12 people @ \$1,229.09 per person. Recruitment fees=\$1,200, Basic Screen=\$77.86, Motor Vehicle=\$8.02, County Criminal Check=\$20 Total = \$14,749.10, rounded to \$14,749
Subtotal Program Consultants & Contractual	\$157,715.00		\$493.00	\$0.00	\$0.00	\$0.00	\$157,222.00		OTHER - IT Maintenance and Services, Internet, Outlook, etc. (44 employees x \$3,233.43) Total = \$142,271 (rounded)
D. Other Consultants and Contractual									
1. Legal	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2. Audit	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Accounting	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
4. Deaf and Hard of Hearing Services / Interpreting Services	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Subtotal Other Consultants and Contractual	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
E. Participant Educational Materials									
1. Safety Items	\$3,812.00		\$2,612.00	\$0.00	\$0.00	\$0.00	\$1,200.00		HFF - 10, 16-pk Childproof Doorlocks @ \$23.31 each=\$233.10; 40, 2-pk Wall Socket Covers @ \$6.90 each=\$276.00; 10, 2-pk Toilet Seat Locks @ \$13.99 each=\$139.90; Stove Covers, 20 @ \$7.99 each=\$159.80; Door Knob Covers, 33 3-pk @ \$3.99 each=\$131.67; Baby Gates, 19 @ \$47.89 each=\$909.91; Cabinet Latches, 15 14-pk @ \$13.99 each=\$209.85; Smoke Detectors, 60 @ \$9.20 each=\$552.00; Total=\$2,612 Rounded
2. Parent Education Materials	\$2,144.00		\$1,449.00	\$0.00	\$0.00	\$0.00	\$695.00		OTHER - 10, 16-pk Childproof Doorlocks @ \$23.31 each=\$233.10; 40, 2-pk Wall Socket Covers @ \$6.90 ea=\$276.00; 10, 2-pk Toilet Seat Locks @ \$13.99 each=\$139.90; Stove Covers, 20 @ \$7.99 each=\$159.80; Door Knob Covers 35 3-pk @ \$3.99 each=\$139.65; Cabinet Latches, 18 14-pk @ \$13.99 each=\$251.82; Total = \$1,200 Rounded
3. Children's Books	\$1,750.00		\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00		HFF - Active Parenting Workbooks: 60 @ \$24.15=\$1,448.70, rounded to \$1,449
4. Developmental Toys	\$2,097.00		\$699.00	\$0.00	\$0.00	\$0.00	\$1,398.00		OTHER - Training Manual for staff=\$70; Pamphlets in reference to Parenting, Child Abuse and Child Sexual Abuse Prevention, Mental Health, Stress Management and Family Violence Prevention 500 @ \$1.25=\$625 Total = \$695
5. Other	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		HFF - Children's Books: 175, 3-packs @ \$10=\$1,750
Subtotal Participant Educational Materials	\$9,803.00		\$6,510.00	\$0.00	\$0.00	\$0.00	\$3,293.00		HFF - Wooden-Peg Baby Puzzles 100 @ \$6.99=\$699 Developmental Toys: 200 @ \$6.99 = \$1,398
F. Consumable Program Supplies									
1. Education/Testing/Job Training Fees	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		HFF - Paper plates 20 4-packs @ \$26.85=\$537; 20 12oz foam cups (100 ct) @ \$25=\$500, 10 25-pk plastic cutlery @ 40=\$400 Total = \$1,437
2. Transportation	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(4oz) glue @ \$12=\$120; 40 pack 200 sheets heavy duty construction paper @ \$20=\$800; 20 24-pk crayons @ \$30=\$600; 20 24-pk color pencils=\$800 Total = \$2,320
3. Participant Invenitves	\$1,200.00		\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00		HFF - 48 Gift Cards @ \$25 each (20 restricted Walmart from Alcohol/ Tobacco/Food/Firearms+28 Wawa Restricted to Gas Only), HV Completion 1 card per 4 teams per 1 month
4. Emergency Assistance	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
5. Car Seats, Pak-N-Play, Diapers and Wipes ,	\$9,550.00		\$9,550.00	\$0.00	\$0.00	\$0.00	\$0.00		HFF: Diapers-3,000 Total @ 38 each = \$1,140 ; Potty Training Pants-2,000 @ 38 each = \$760 ; 20 each 15 pack flip-top wipes @ \$28.49 per pack = \$569.80 ; Booster Seats-5 @ \$120 each = \$600 ; Infant Car Seats-20 @ \$120 each = \$2,400 ; Pak-N-Play-20 each @ \$45 = \$900 ; Car Seats-20 @ \$159 each = \$3,180 ; Total = \$9,550 Rounded
6. Other	\$5,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00		OTHER - Client Supplies-Baby Gift Bag Favors: Mini Keychains 20 each, 12-pk @ \$18.99=\$379.80; Mini Booklets, 200 @ \$4.99=\$998; Party Favors, 100-piece, 3 each @ \$59.99=\$179.97; Rattle & Teether Toy 200 @ \$6.98=\$1,396; Sticker Activity Book 200 @ \$2.50=\$500; Sensory Balls, 74 @ \$20.89 each=\$1,545.86; Total = \$5,000 Rounded
Subtotal Assistance to Participants	\$15,750.00		\$10,750.00	\$0.00	\$0.00	\$0.00	\$5,000.00		
H. Office Expenses									
1. Telephone	\$30,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00		OTHER - 4 Fax Lines @ \$91.50 per line=\$366+\$42 Cell Phones @ \$485.71 per phone+\$44 Landline Phones @ \$69 per phone+Centranet charges \$104.62 per mo=\$25,057.44 Repairs, upgrades, accessories @ \$4,952.56 Total = \$30,000
2. Utilities	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

3. Postage and Shipping	\$2,100.00	\$900.00	\$0.00	\$0.00	\$1,200.00	HFF - Stamps, Mailing of Client Contact Letters, app \$75 per mo = \$900 OTHER - Stamps, Shipping Costs, Mailing of Client Contact Letters, Event Flyers, etc., app \$100 per mo = \$1,200
4. Supplies	\$8,973.00	\$2,973.00	\$0.00	\$0.00	\$6,000.00	HFF - General Office Supplies app \$247.75 per mo= \$2,973 rounded OTHER - General Office Supplies app \$500 per mo = \$6,000
5. Copying	\$1,923.00	\$823.00	\$0.00	\$0.00	\$1,100.00	HFF - 30 cases Copy Paper @ \$27.44 rounded = \$823 OTHER - 40 cases Copy Paper @ \$27.44 rounded = \$1,100
Subtotal Office Expenses	\$42,996.00	\$4,696.00	\$0.00	\$0.00	\$38,300.00	
I. Operating Capital Outlay						
1. Machinery & Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	OTHER - 14 Adobe Pro Licenses @ \$99 = \$1,386
2. Computers & Software	\$1,386.00	\$0.00	\$0.00	\$0.00	\$1,386.00	
3. Furniture	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal Operating Capital Outlay	\$1,386.00	\$0.00	\$0.00	\$0.00	\$1,386.00	
J. Lease/Rent						
1. Equipment	\$13,865.00	\$0.00	\$0.00	\$0.00	\$13,865.00	OTHER - Lease of 3 copy machines @ \$185.14 each per mo=\$6,665.04 Print charges \$600 per mo*12=\$7,200 Total rounded = \$13,865
2. Transportation	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	OTHER - Loaner Vehicles from Fleet to HF Staff \$500 per quarter = \$2,000
3. Building	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	OTHER - Minor building repairs from Facilities Maintenance, such as doors or lights, etc. = \$1,200
Subtotal Lease/Rent	\$17,065.00	\$0.00	\$0.00	\$0.00	\$17,065.00	
K. Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
L. Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
M. Staff Travel						
1. Home Visiting Travel Costs	\$83,433.00	\$48,060.00	\$0.00	\$0.00	\$35,373.00	HFF - 29 staff-108,000 miles annually*\$0.445 per mile = \$48,060 OTHER - 15 staff-16,527 miles annually*\$0.67 per mile=\$11,073 Grant overage (state vs. county rate) 108,008 miles*\$.225 per mile=\$24,300 Total = \$35,373
2. Training Travel Costs	\$8,308.00	\$3,500.00	\$0.00	\$0.00	\$4,808.00	HFF - 20 staff - Hotel for 1 night avg @ \$175 per night = \$3,500 OTHER - Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=Total \$64 daily .75 meals paid day of departure and return 20 staff*2.5 days*\$64=\$3,200 trip mileage=120 miles*20 staff*\$0.67 per mile=\$1,608 Total = \$4,808 based upon frequency of new staff hired. Examples include HFF Family Support, Child Abuse & Neglect, Domestic Violence, Pathways to Parenthood. Avg round Trainings will vary
3. Conference (Other) Travel Costs	\$7,752.00	\$0.00	\$0.00	\$0.00	\$7,752.00	OTHER - FL Leadership Conference - Orlando staff*1 hotel night *\$200/night estimate = \$800; Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=total \$64.75 meals paid day of departure and return - 4 staff*2.5 days*\$64 = \$640; Avg round trip mileage=128 miles* 4 staff*\$0.67 per mile = \$343 \$1,783 Supervisor's Summit - Tallahassee staff*3 hotel nights*\$400/night estimate = \$3,600; Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=total \$64; .75 meals paid day of departure and return 3 staff*4.5 days*\$64 = \$864; Avg round trip mileage=458 miles*\$0.67 per mile = \$307 \$4,771 Crimes Against Kids - Orlando 3 Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=total \$64 daily.75 meals paid day of departure and return 8 staff*1 day*\$64 = \$512; Avg round trip mileage=128 miles*8 staff*\$0.67 per mile = \$686 \$1,198 Total = \$7,752
Subtotal Staff Travel	\$99,493.00	\$51,560.00	\$0.00	\$0.00	\$47,933.00	
N. Conference Registration Fees and Staff Training Registration Fees						
1. Conference Registration Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. Staff Training Registration Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal Registration Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
O. Membership Fees and Subscriptions						
1. HFA Affiliation Fee	\$3,325.00	\$3,325.00	\$0.00	\$0.00	\$0.00	HFF - Jan 25-June 25 Rate = \$3,325
2. Membership Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Subtotal	Membership Fees and Subscriptions	\$3,325.00		\$0.00		\$0.00			
			\$3,325.00						
P. Advertising		\$1,475.00							
			\$0.00	\$0.00	\$0.00	\$1,475.00			OTHER - Brochures-300 each @ \$75 per 100-\$225+\$750 for staff logo shirts+\$500 for additional outreach materials = \$1,475
Q. Outside Printing and Artwork		\$170.00							
			\$0.00	\$0.00	\$0.00	\$170.00			OTHER - Business Cards-10 boxes @ \$17 per box = \$170
R. Other Allowable Costs									
1. Vehicle Maintenance		\$2,327.00	\$2,327.00	\$0.00	\$0.00	\$0.00			
Subtotal Other Allowable Costs		\$2,327.00	\$2,327.00	\$0.00	\$0.00	\$0.00			HFF - 1 HFP Vehicle Annual Maintenance Fee \$2,127+\$200 for fuel = \$2,327
DIRECT EXPENSES TOTAL		\$2,858,689.00	\$1,575,582.75	\$370,595.25	\$0.00	\$912,511.00			
Administrative Expenses									
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount		\$39,665.75	\$10,261.00	\$29,404.75	\$0.00	\$0.00			HFF-Fiscal Oversight of Program-Fiscal Manager-20% of Salary \$17,332+ Benefits \$5,471 =\$22,803 * 45=\$10,261
									CASH-\$29,404.75 Fiscal Oversight of Program-Fiscal Manager 20%-Salary \$17,332+ Benefits \$5,471=\$22,803* .55=\$12,518
GRAND TOTAL (Direct and Administrative Expenses)		\$2,898,354.75	\$1,585,843.75	\$400,000.00	\$0.00	\$912,511.00			Fiscal Specialist II 30%-Salary \$11,686.75 Benefits \$5,230.75
REVENUE SUMMARY									
(List Revenue Sources)									
1. Healthy Families Florida		\$1,585,843.75	\$1,585,843.75	\$0.00	\$0.00	\$0.00			
2. Polk County BoCC General Fund		\$1,312,511.00	\$0.00	\$400,000.00	\$0.00	\$912,511.00			HFF Grant \$1,446,553; NRF \$139,290.75
Total Anticipated Revenue (Must equal Grand Totals above)		\$2,898,354.75	\$1,585,843.75	\$400,000.00	\$0.00	\$912,511.00			

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

Signature: Marcia Andresen

Date: 2/26/2017

Application or Contract ID Number: HF # 20-25-05

Name of Authorized Individual Application or Contractor: Marcia Andresen

Address of Organization: 2135 Marshall Edwards Drive, Bartow, FL 33830

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/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

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. 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.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider 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.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.


Signature

2/24/2024
Date

Marcia Andresen
Name (type or print)

Division Director
Title



DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name Healthy Families Polk		County Polk	Region/Circuit 30
Corporate Mailing Address 2135 Marshall Edwards Drive			
City, State, Zip Code Bartow, FL 33830		Main Telephone Number 863-534-5257	
DCF Contract(s) Number(s) LJ959	Total Contract(s) amount \$ \$283,818,130.00	Total amount of federal funding \$ \$116,763,954.28	Total amount of state funding \$ \$167,054,175.72
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period. July 1, 2015 – June 30, 2025			
Completed By (name and title) Richard :L. Bradford, Equal Opportunity Administrator		Telephone Number 863-534-6075	Date Completed 2/26/2024

PART I.

1. Describe the geographic area served and the type of service(s) provided: Polk County is located in Central Florida. It is an urban/rural mix covering 2,012 square miles with 17 municipalities. The poverty level is 17% and approximately 20% of the population is without health coverage. This program will serve individuals who have mental illness/substance abuse disorders and a history of criminal justice involvement who are at risk of reoffending.

2. Population of Area Served. List source of data: 2020 Census

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
725,046	78.80	16.20	24.60	5	51	49

3. Staff Currently Employed. Effective date: Dec. 2023

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
1,851	68.72	13.61	14.91	2.76	31	59	0

4. Number of Clients Participating or Served. Effective date: 2/26/2024

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
397	47	38	37	1	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
8	40	40	20	0	99	1	0

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain. Polk County Board of County Commissioners (BoCC) is underutilized in the Hispanic Latino and women categories. The BoCC will continue to take affirmative action to attract and recruit talented women and minorities.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain. BoCC is underutilized in the White/Caucasian client composition. All other categories/client composition are represented in the population served by the BoCC.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. Information is given verbal, written, County brochures, posted in the website and through the Community Relations Advisory Council (CRAC)- a group of citizens that represent their communities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? <i>[Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.]</i> If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. 20 internal complaints resolved, 2 internal pending, 3 EEOC complaints resolved and 2 EEOC complaints pending.	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain. None exist	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. Polk County BoCC does not provide in-patient services.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). Translation of vital written materials in languages other than English, where there is a significant number or percentage of persons with LEP. Oral translation assistance to LEP persons for programs, where such assistance is requested and/or anticipated.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Polk BoCC - Richard L Bradford, Equal Opportunity Administrator 863-534-6075; HF Polk - [Sameka, Cox], 863-534-5257
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Polk County BoCC conducts Civil Rights Training throughout the year. During New Employee Orientation, training is provided on employment discrimination, harassment, and diversity in the workplace. Taught class on ABC's of Equal Opportunity Laws and BoCC Policies. The Equal Opportunity Office issues a monthly newsletter advising and educating on discrimination and harassment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>24. If you conduct religious activities as part of your program or services, do you:</p> <p>a. Provide services to everyone regardless of religion or religious belief?</p> <p>b. Keep religious activity such as prayer and religious instruction separate from federally funded activities?</p> <p>c. Are religious activities voluntary?</p> <p>If NO or NA to any of the questions above, please explain. Healthy Families Polk does not provide religious activities as part of our programs or services.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p>
<p>25. If you are a sub-recipient of <i>DOJ funding and operate an educational program or activity</i>, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain. Healthy Families Polk does not operate such program/activity.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEOP and/or certification. See copy of Equal Opportunity Policies and Procedures</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY				
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager	
Contract Manager Name/Signature			Telephone Number	
Is the contract information (contract number, amount of contract, etc.) correct?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Comments				
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review				
Date of Compliance/No-Compliance Notice		Response Due Date		Response Received Date
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO		Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-20-25-05 Project Name: Healthy Families Polk Date Completed: 5/14/2024

Name	Date SPOC training completed	Position/ Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Sameka Cox	4/16/2024	Secretary	Healthy Families Polk	2135 Marshall Edwards Drive, Bartow, FL 33830	2135 Marshall Edwards Drive, Bartow, FL 33830	863-534-5257	samekacox@polk-county.net

I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

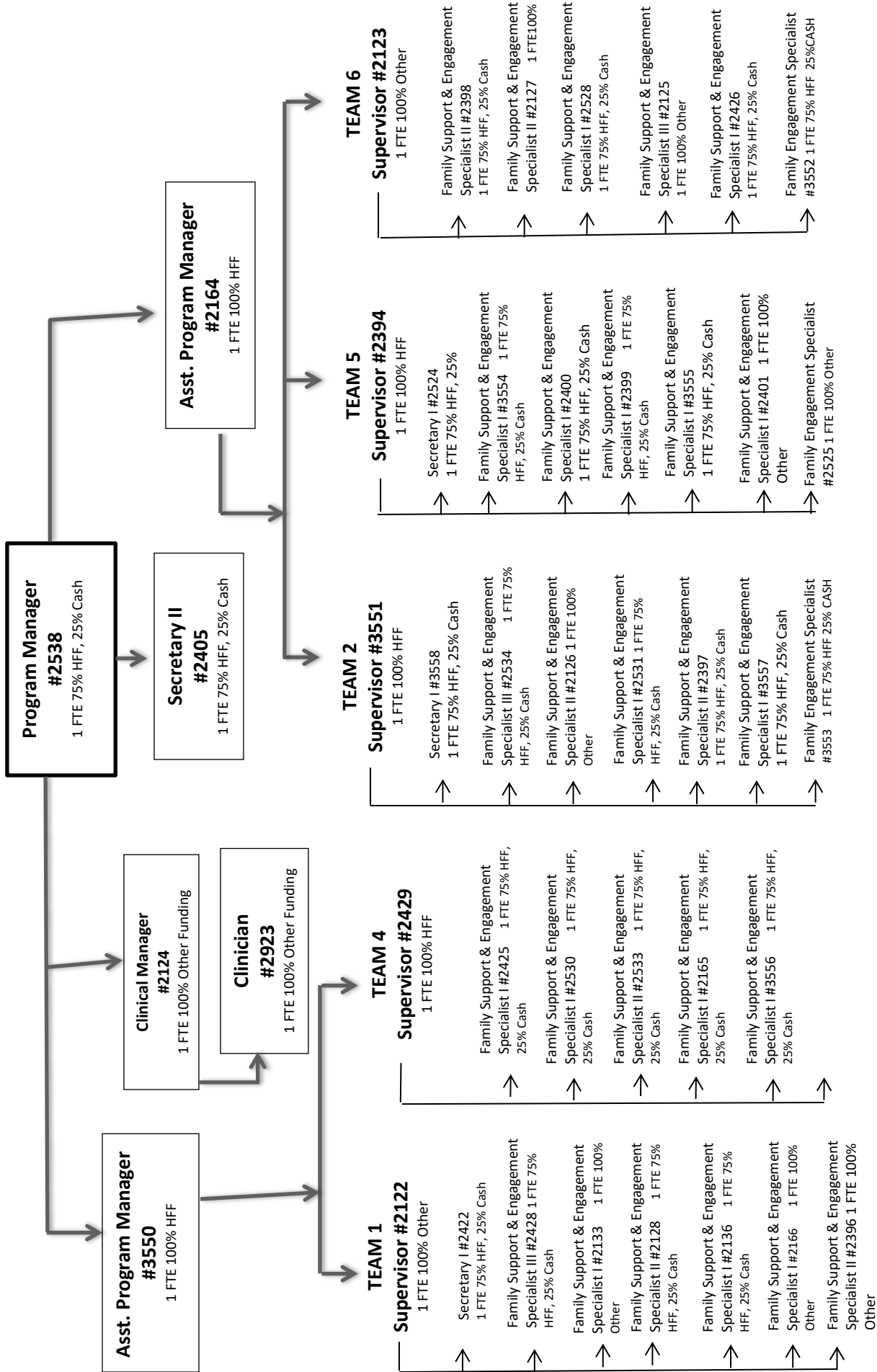
Program Manager: Shaneal Allen

Date: 5/14/2024

Healthy Families

Attachment 9

Fiscal Year 2024-2025



19	Health & Human Services – Healthy Families FTE:									
	FY 18/19	FY 20/19	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Last Update		
								4/8/2024		
								43.00		

Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I swear (or affirm) to my authority to make binding representations on behalf of the entity listed below, the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and both I and the below-listed entity intend the Department rely upon the information contained in this document.

Polk County Board of County Commissioners

Entity Name

LJ959 Polk #20-25-05

078315959

DUNS Number

Department Contract Numbers

William D. Beasley

Printed Name of Authorized Person

William D. Beasley

Signature of Authorized Person

2/17/2024

Date

STATE OF FLORIDA

COUNTY OF Polk

Sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online notarization, this 16th day of February, 2024, by William D. Beasley

Personally Known OR Produced Identification
Type of Identification Produced:



DONNA K. PURVIS
Notary Public, State of Florida
My comm. expires June 23, 2025
Commission Number HH 131495

Donna K. Purvis
Signature of Notary Public- State of Florida

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

☐ Yes

☒ No

2) Over the past X fiscal years, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

☐ Yes

☒ No

3) During the preceding fiscal year, did the Entity: (a) receive more than \$25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

☐ Yes

☒ No

If the answer to **any** question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.

Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report with those changes, and their total annual compensation. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations. The Entity is not required to disclose the additional compensation a person receives from organizations that contract with the Entity if the above listed person was identified solely upon the person's status as an uncompensated member of the Entity's board of directors, whatever the person's actual title in the organization.

Name	Title	Total Annual Compensation	FL %	Fed %	FL & Fed % (Total)



Healthy Families Florida Quarterly Narrative Report

Attachment 15

Reporting for HF: **Project Name**
Reporting Period: **Choose an item.**

Reporter:
Date Submitted:

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select “**Not Applicable.**”

Referrals and Numbers Served

1. Report the monthly number of families served for each month of the quarter. (This data is available in the Monthly Served Report in the Capacity/Closures section of the Performance Management System.)
2. If your project did not meet the minimum monthly compliance measure in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.
3. Select the number of pregnant women served in the quarter who are neither U.S. citizens nor legal residents of the U.S. nor have a child in the home that is a U.S. citizen or legal resident (This is necessary for DCF reporting and does not impact the eligibility of the families enrolled).

Successes and Challenges

4. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.
5. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

6. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, etc.) since the last quarterly narrative report.
7. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.
8. Detail any community events or participant activities/events that occurred during the quarter.

Mental Health Counselor OR Navigator Report

9. If you have a Mental Health Counselor **AND/OR** Navigator, complete the sections below. **Choose an item.**
10. If the Mental Health Counselor **AND/OR** Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Mental Health Counselor, 20 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
11. Describe in narrative format how at least one participant has made progress since they began Mental Health Counselor **AND/OR** Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here.** Each example must include:
 - the family ID so that we can cross-reference the narrative with data
 - a brief history of what brought the family into the Healthy Families program



Healthy Families Florida Quarterly Narrative Report

Attachment 15

- symptoms/concerns at the time they started services with the Mental Health Counselor **and/or** Navigator (why were they referred)
 - results of the psychosocial or needs assessment and service plan goals
 - how the Mental Health Counselor **and/or** Navigator and FSS worked together (if applicable)
 - how the Mental Health Counselor **and/or** Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
 - what techniques/strategies were implemented by the Mental Health Counselor (if applicable)
 - how the participant(s) and child(ren) are benefitting as a result of the Mental Health Counselor **and/or** Navigator services
12. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)
13. Is there any way in which the HFF Central Office can better assist your project in providing Mental Health Counselor **and/or** Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

14. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

15. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**
16. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.



State of Florida Department of Children and Families

SECURITY AGREEMENT

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

Name

Employer/Office/Region

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, online updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.
- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.
- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.
- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.
- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.
- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.
- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data (https://www.fbi.gov/filerepository/cjissecurity-policy-v5_5_20160601-2-1.pdf), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- I understand it is the policy of DCF that I do not disclose personal passwords.
- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.
- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.
- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee / System User Name

Signature Employee / System User

Date

Print Supervisor Name

Supervisor Signature

Date

AGREEMENT REFERENCES

FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

815.01 Short title.—The provisions of this act shall be known and may be cited as the “Florida Computer Crimes

Act.”

History.—s. 1, ch. 78-92.

815.02 Legislative intent.—The Legislature finds and declares that:

- (1) Computer-related crime is a growing problem in government as well as in the private sector.
- (2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.
- (3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.
- (4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.
- (5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse. History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

815.03 Definitions.—As used in this chapter, unless the context clearly indicates otherwise:

- (1) “Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.
- (2) “Computer” means an internally programmed, automatic device that performs data processing.
- (3) “Computer contaminant” means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.
- (4) “Computer network” means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.
- (5) “Computer program or computer software” means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
- (6) “Computer services” include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.
- (7) “Computer system” means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.
- (8) “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.
- (9) “Electronic device” means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting,

receiving, or storing data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

- (10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.
- (11) "Intellectual property" means data, including programs.
- (12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value. History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

815.04 Offenses against intellectual property; public records exemption.—

- (1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.
 - (2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.
 - (3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.
 - (4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.
 - (5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
 - (b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets. History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—

(1) As used in this section, the term “user” means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.

(2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:

- (a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
- (b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
- (c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
- (d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
- (e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
- (f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.

(3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:

- 1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least \$5,000;
- 2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
- 3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
- 4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.

(c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:

- 1. Endangers human life; or
- 2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.

(4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.

(b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.

(6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.

(7) This section does not apply to a person who:

- (a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
- (b) Acts within the scope of his or her lawful employment; or
- (c) Performs authorized security operations of a government or business.

- (8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.
- (9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person. History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

815.061 Offenses against public utilities.—

- (1) As used in this section, the term “public utility” includes:
- (a) A public utility or electric utility as defined in s. 366.02.
 - (b) A utility as defined in s. 367.021.
 - (c) A natural gas transmission company as defined in s. 368.103.
 - (d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state. (e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.
- (2) A person may not willfully, knowingly, and without authorization:
- (a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.
 - (b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.
- (3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- History.—s. 6, ch. 2014-208.

815.07 This chapter not exclusive.—The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

The Driver Privacy Protection Act

18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES

**CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE
MOTOR VEHICLE RECORDS**

Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.

(a) In General.—A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

- (1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or
- (2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(b) Permissible Uses.—Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321–331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only—
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
- (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Resale or Redisclosure.—An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request. **(d) Waiver Procedures.**—A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section. **(e) Prohibition on Conditions.**—No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103–322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104–287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104–294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106–69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106–346, §101(a) [title III, §309(c)–(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS: DRIVER PRIVACY PROTECTION ACT (DPPA)

UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.

- 119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.**— (1) **DEPARTMENT OF HEALTH.**—All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:
- (a) With the express written consent of the individual or the individual's legally authorized representative. (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
 - (c) By court order upon a showing of good cause.
 - (d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive followback contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.
- (2) **DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.**—
- (a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

- (b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - (c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.
 - (d) 1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.
 - (3) **OFFICE OF FINANCIAL REGULATION.**—The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:
 - (a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law. (b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement. This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.
- History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28. Note.—
- A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading "Public Records." B. Former s. 119.07(6)(aa), (cc).

Section 155.260: Privacy and security of personally identifiable information.

TITLE 45—Public Welfare

Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBCHAPTER A—GENERAL ADMINISTRATION

(a) Creation, collection, use and disclosure.

- (1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary: (i) For the Exchange to carry out the functions described in §155.200;
- (ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or
- (iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

(A) Substantive requirements. The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

(B) Procedural requirements for approval of a use or disclosure of personally identifiable information. To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

- (1) Identity of the Exchange and appropriate contact persons;
- (2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;
- (3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and
- (4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

- (i) Individual access.** Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;
- (ii) Correction.** Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;
- (iii) Openness and transparency.** There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;
- (iv) Individual choice.** Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information; **(v) Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;
- (vi) Data quality and integrity.** Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;
- (vii) Safeguards.** Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
- (viii) Accountability.** These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

- (i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;

- (ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
 - (iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
 - (iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - (v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
 - (vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;
- (5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.
- (6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

(b) Application to non-Exchange entities—

- (1) Non-Exchange entities. A non-Exchange entity is any individual or entity that:
- (i) Gains access to personally identifiable information submitted to an Exchange; or
 - (ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange. (2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:
 - (i) A description of the functions to be performed by the non-Exchange entity;
 - (ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
 - (iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
 - (iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and
 - (v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.
- (3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:
- (i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;
 - (ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and (iii) Take into specific consideration:
 - (A) The environment in which the non-Exchange entity is operating;
 - (B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and
 - (C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.
- (c) Workforce compliance.** The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

- (d) Written policies and procedures.** Policies and procedures regarding the creation collection, use, and disclosure of personally identifiable information must, at minimum:

- (1) Be in writing, and available to the Secretary of HHS upon request; and
- (2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) Data sharing. Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:

- (1) Meet any applicable requirements described in this section;
- (2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;
- (3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and
- (4) For those matching agreements that meet the definition of “matching program” under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) Compliance with the Code. Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) Improper use and disclosure of information. Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than \$25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

Section 7213: Unauthorized disclosure of information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Returns and return information (1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of

prosecution. (3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(b) Disclosure of operations of manufacturer or producer** Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution. **(e) Cross references**

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85–866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86–778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94–455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686 , 1688; Pub. L. 95–600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922 , 2923; Pub. L. 96–249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96–265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468 , as amended Pub. L. 96–611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96–499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96–611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97–248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97–

365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98–369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820 , 1156; Pub. L. 98–378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100–485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100–647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101–239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101–508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388–273 ; Pub. L. 104–168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105–33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105–35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105–206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107–134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108–173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167 , 2369; Pub. L. 109–280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111–148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112–240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114–184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537 .)

Section 7213A: Unauthorized inspection of returns or return information.

26 U.S.C., United States Code, 2015 Edition,

Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration

CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,

PART I-GENERAL PROVISIONS

(a) Prohibitions (1) Federal employees and other persons It

shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c). **(b) Penalty**

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105–35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107–210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109–280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

**Section 7431: Civil damages for unauthorized inspection or disclosure of
returns and return information.**

26 U.S.C., United States Code, 2015 Edition,

Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration

CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or (2)

which is requested by the taxpayer. **(c) Damages**

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of— (1) the greater of—

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. **(e) Notification of unlawful inspection and disclosure**

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of— (1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b). **(g) Extension to information obtained under**

section 3406

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97–248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98–67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105–34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105–35, §3(a)–(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105–206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109–280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

Section 6103: Confidentiality and disclosure of returns and return information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977,1 or title 38, United States Code, or certain housing assistance programs (A) Return information from Social Security Administration

The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).

(B) Return information from Internal Revenue Service

The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D). **(C) Restriction on disclosure**

The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).

(D) Programs to which rule applies

The programs to which this paragraph applies are:

- (i) a State program funded under part A of title IV of the Social Security Act;
- (ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;
- (iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
- (iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
- (v) unemployment compensation provided under a State law described in section 3304 of this title; (vi) assistance provided under the Food and Nutrition Act of 2008;
- (vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
- (viii)(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
- (II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
- (III) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and (IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).



INFORMATION RESOURCE REQUEST (IRR) # _____

<u>To:</u> OCW Contracts Unit 2415 North Monroe Street, Suite 400N-341 Tallahassee, FL 32303 Telephone: 850-717-4389	From: <u>District 30</u> Office Symbol: <u>OCFW</u> The Ounce of Prevention Fund of Florida Healthy Families Florida HF <u>Site Name #20-25-</u> Kayla Thomas Telephone: 850-921-4494 x 216 Fax		
<u>Connectivity:</u> ___ LAN ___ LAN with Gateway ___ Mainframe Specify Mainframe System _____	<u>Strategic Plan:</u> ___ Statewide (Resources Referenced on Page _____) ___ District (Resources Referenced on Page _____) ___ Not a Strategic Plan If not in any Strategic Plan, please see below.		
<u>Requirements/Benefits (If not in any Strategic Plan):</u>): The funds for this IT equipment/software are allocated in the contract budget for contract #LJ959, SFY 2024-2025 with the Ounce of Prevention Fund of Florida, Inc. (Healthy Families Florida). This equipment is needed to in order to maintain consistent, effective Healthy Families program operations and meet contractual requirements.			
*Attach 3 Vendor Quotes * 3 Year warranty on all computers * All computers require McAfee Endpoint encryption software <ol style="list-style-type: none"> 1) What the issue is, ie, what we are trying to accomplish 2) How we propose to fix the issue, ie, the product and why we selected it. If possible, how it will work with existing systems. 3) Who/where the items will be installed. 4) If replacing hardware, what will happen to what is replaced, surplus? re-deployed? 5) What the impact to the Department will be if the items aren't approved. 6) Request adheres to DCF standards yes or no, if no, explain 			
1. Requestor –	Date	2. Supervisor/Manager –	Date
3. Budget Director – Sharon Clark	Date	4. Provider/Contract Representative Rebekkah Sheetz	Date
5. Provider/Contract Representative IT Approval Kayla Thomas	Date	Valid Until:	Total: \$000.00

(A) Product Costs (list each item separately)

Line	Qty	Description/Vendor/Purchase Method		Unit Price	Total Price
1.					
2.					
3.					
(B) Support Costs		Cost	(A) Subtotal Product Costs	\$0.00	
Installation		\$	(B) Subtotal Support Costs	\$0.00	
Training		\$	Total (A+B)	\$0.00	
Maintenance		\$			

(C) Funding	Applies to Line Item Number(s)	Applies to Line Item Number(s)	Applies to Line Item Number(s)
OCA			
Category			
Organization Code			
L1, GF, SF, FID,%, if needed			
Budget Entity			
District			
Fund Source Code			

For Department Use Only:

Contract Manager:

Concur _____ Non-Concur _____ Reviewer _____ Date _____

As of _____ there are funds and support available for this IRR. _____



Letter of Affidavit for E-Verify Status Fiscal Year 2024-2025

Healthy Families Polk attests that:

1. Beginning January 1, 2021, **Healthy Families Polk** is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.
2. This affidavit affirms that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Healthy Families Polk also attests that all required documents will be placed in each employees personnel file.

Sincerely,

Marcia Andresen

Director, Health and Human Services

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this (numeric date) 26 day of (month) February, (year) 2024, by (name of person making statement).



YOLANDA MARTINEZ
Notary Public
State of Florida
Comm# HH481363
Expires 2/24/2028

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)

Yolanda Martinez
(Name of Notary Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced _____



1290 Golfview Avenue
PO Box 9005 • Drawer HS01
Bartow, Florida 33831-9005

PHONE: 863-534-5202
FAX: 863-519-3709
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HEALTH AND HUMAN SERVICES DIVISION

May 17, 2024

The Ounce of Prevention Fund of Florida
Healthy Families Florida
111 North Gadsden Street, Suite 200
Tallahassee, FL 32301-1507

To Whom It May Concern:

The 2024/2025 contract between the Ounce of Prevention Fund of Florida/Healthy Families Florida and the Polk County Board of County Commissioner will be presented to the Board after July 1, 2024.

The contract provides as follows:

\$400,000 Polk County cash match

\$912,511 Polk County other funding

The matching and other funding will be used to support salaries, wages, payroll taxes, benefits and other expenses not paid through Healthy Families Florida.

This approval is pending final approval and execution of the contract by the Polk County Board of County Commissioners.

Sincerely,

Marcia Andresen
Health and Human Services Division Director