

<b>Services:</b>	X	Client		Non-Client
<b>Type:</b>	X	Subrecipient		Contractor
<b>Funds:</b>	X	Federal	X	State

**THE OUNCE OF PREVENTION FUND OF FLORIDA**  
**SUBCONTRACT FISCAL YEAR 2025-2026**

**THIS SUBCONTRACT** is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as “OPFF,” and Healthy Families Florida, hereinafter referred to as “HFF”, 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 as outlined below:

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1. Purpose and Contract Amount**

The OPFF/HFF is engaging the Provider to offering a prevention program that uses intensive home visiting services to meet the needs of a family. The program is designed to improve the development and life outcomes of children and to preserve and strengthen families with a primary emphasis on the prevention of child maltreatment, 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 **\$1,571,553.00**, as allocated below:

- Ounce of Prevention Base Grant amount **\$1,446,553.00**,
- Ounce of Prevention One-time non-recurring amount of **\$125,000.00**,

All funding is subject to the availability of funds. This grant amount will cover Fiscal Year **2025-2026** 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

**1.1.1 Cash and In-Kind Contributions**

**1.1.1.1.** The Provider shall provide and maintain a minimum of **\$361,639**, 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 **2025-2026**. The Provider’s cash and in-kind contribution for the Fiscal Year **2025-2026** subcontract period is **\$1,728,571.00** which represents **119.5%** 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.

**1.2. Effective and End Date**

**1.2.1.** This Contract shall be effective **July 1, 2025**, or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025**, or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **June 30, 2030** (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date.

**1.2.2.** This Subcontract will be amended annually based on availability of State Funds and satisfactory outcomes and performance. If this Subcontract is renewed, the HFF grant funding will be based on the budget approved by the Florida Legislature.

**1.2.3.** This Subcontract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

**1.3. Official Payee and Party Representatives**

**1.3.1.** 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.

**1.3.2.** 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.

**1.3.3.** Changes to contact information for persons identified in 1.3 can be by Notice.

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 <b>lead agency person</b> who is to be <b>contacted regarding the contract</b> ):	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: <a href="mailto:marciaandresen@polk-county.net">marciaandresen@polk-county.net</a>
c. The lead agency representative name, organization name, mailing address and contact information of the official representative (the person who is <b>approved to sign</b> Subcontracts and amendments):	Lead Agency Signee Name: Rick Wilson, Chairman
	Address: BC01, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-6434
	Cell Number:
	Fax Number:
	E-mail: <a href="mailto:Rickwilson@polk-county.net">Rickwilson@polk-county.net</a>
d. The name of contact person, address, telephone, and email address where the Provider’s <b>financial</b> and administrative records are maintained:	Fiscal Contact’s Name: Teresa Glisson Interim
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5238
	Cell Number:
	Fax Number: Fax (863) 519-8512
	E-mail: (863) 519-2076
e. The name of the Payee Organization (who we <b>write the check</b> 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: <a href="mailto:TeresaGlisson@polk-county.net">TeresaGlisson@polk-county.net</a>
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF <b>ACUB</b> program (this should be the <b>Program Manager</b> ), 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: 863 559-8962
	Fax Number: 863-534-7042
	E-mail: <a href="mailto:shanealallen@polk-county.net">shanealallen@polk-county.net</a>
g. The name, address, telephone number, fax number and e-mail of the <b>ACUB backup</b> representative ( <b>add position title</b> ) 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: 863 289-1037
	Fax Number: 863-534-7042
	E-mail: <a href="mailto:mineliaBerrios-Gonzalez@polk-county.net">mineliaBerrios-Gonzalez@polk-county.net</a>
h. The contact information of the <b>Training Contact is the same as the Program Manager</b>	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Senior Contract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-782-4038
	Fax: 850-488-5562
	Deliverables: <a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>
	E-mail: <a href="mailto:sgodfrey@ounce.org">sgodfrey@ounce.org</a>

**1.4. Notices**

Unless stated otherwise, Notices between the Provider and the OPFF regarding this Contract shall be in writing and directed to the Senior Contract Specialist ([sgodfrey@ounce.org](mailto:sgodfrey@ounce.org)) or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the OPFF. Notices will be deemed received upon actual receipt.

**1.5. Subcontract Document**

- 1.5.1 The headings contained in this Subcontract are for reference purposes only and shall not affect the meaning of this Subcontract.
- 1.5.2 Any telephone numbers and hyperlinks in this Subcontract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Subcontract.
- 1.5.3 In this Subcontract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.
- 1.5.4 The terms and conditions set forth in this Subcontract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

## 1.6. Subcontract Composition

- 1.6.1. This Subcontract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:
  - 1.6.1.1. Sections 1 through 11
  - 1.6.1.2. Exhibits A through E;
  - 1.6.1.3. Any documents incorporated into any exhibit by reference, or included as a subset thereof;
  - 1.6.1.4. Part 1 of this Subcontract, including Standard Contract Definitions, located at: <https://myflfamilies.com/sites/default/files/2022-11/GlossaryofContractTerms.pdf>
  - 1.6.1.5. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9 hereof, as provided therein.
  - 1.6.1.6. Attachments 1 through 40;
  - 1.6.1.7. PUR 1000 Form, located at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resource/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resource/state_purchasing_pur_forms); and
  - 1.6.1.8. Any incorporated attachments submitted by the OPFF/HFF

## 1.7. MyFloridaMarketPlace Transaction Fee

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

## 2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. Unless otherwise provided in the procurement document or governing law, the OPFF reserves the right to increase or decrease the volume of services and to add incidental tasks or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the OPFF to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

**2.1. Scope of Work** - The Scope of Work is described in Exhibit B.

**2.2. Task List** - The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

**2.3. Deliverables** - The deliverables are described in Exhibit D.

### 2.4. Performance Measures

**2.4.1. Performance Measures for Acceptance of Deliverables.** The performance measures for acceptance of deliverables are set forth in Exhibit E.

**2.4.2. Minimum Performance Measures.** To avoid subcontract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E,

regardless of any other performance measures in this Subcontract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the OPFF may delay or deny payment for deliverables and also apply financial consequences. By execution of this Subcontract the Provider hereby acknowledges and agrees that its performance under the Subcontract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, OPFF, at its exclusive option, may allow a reasonable period for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of OPFF within the prescribed time, and if no extenuating circumstances can be documented by the Provider to OPFF satisfaction, OPFF must terminate the Subcontract. OPFF has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

### **3. PAYMENT, INVOICE AND RELATED TERMS**

The OPFF pays for services performed by the Provider during the service performance period of this Subcontract according to the terms and conditions of this Subcontract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Subcontract, payment shall be made only upon written acceptance of all services per 3.1 by the OPFF/HFF and shall remain subject to subsequent audit or review to confirm subcontract compliance. The State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Subcontract.

#### **3.1. Prompt Payment**

Per §215.422, F.S., the OPFF has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this subcontract elsewhere specifies otherwise. The OPFF determination of acceptable services shall be conclusive. The OPFF receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Specialist. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment.

#### **3.2. Method of Payment**

The Provider shall be paid in accordance with Exhibit A, Section 3, Method of Payment and Invoices. This is a cost reimbursement contract and is contingent upon availability of funds. OPFF shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of the subcontract.

#### **3.3. Invoices**

- 3.3.1. Generally.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Subcontract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. See Exhibit A, Section 3 for Fiscal Workbook breakdown. Any payment due under the terms of this Subcontract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by OPFF.
- 3.3.2.** The Provider shall submit invoices for payment, including any permitted travel expenses in this Subcontract, in accordance with §287.058(1)(a) – (b), F.S.
- 3.3.3.** The OPFF will not pay any invoice for payment received more than 30 days after this

Subcontract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the OPFF.

- 3.3.4. Final Invoice.** The final invoice for payment shall be submitted to OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and OPFF will not honor any requests submitted after the aforesaid time period.

### **3.4. Financial Consequences**

If the Provider fails to perform in accordance with this Subcontract or perform the minimum level of service required by this Subcontract, the OPFF will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in 6.1. Other financial consequences directly related to the deliverables under this Subcontract are defined in Exhibit F. The foregoing does not limit the OPFF's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Subcontract so provides, or termination of this Subcontract per 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with 3.5, to the extent of such error.

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1.

- 3.4.1.** In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, OPFF shall assess financial consequences for failure to meet the performance measures outlined in section 6.1.
- 3.4.2.** Upon OPFF's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, OPFF's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The OPFF Accountant will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
- 3.4.3.** In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:
- 3.4.3.1.** Extenuating circumstances will not be considered for the late submission of the final invoice as described in Section 3.2.2.
  - 3.4.3.2.** The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the OPFF Accountant by the specified due date of the deliverable or service unit on Provider letterhead.
  - 3.4.3.3.** This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.
  - 3.4.3.4.** This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.
  - 3.4.3.5.** Submission of said attestation to the OPFF Accountant does not constitute acceptance of the attestation.
  - 3.4.3.6.** It is specifically intended by the parties that acceptance, in writing by the Contract Specialist, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.
  - 3.4.3.7.** Barring the OPFF's acceptance of extenuating circumstances beyond the control of the Provider, the OPFF Accountant shall assess financial consequences against the Provider for each performance measure not met.
- 3.4.4.** Submission of an unacceptable invoice, supporting documentation, or report:
- 3.4.4.1.** An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified.

- 3.4.4.2. An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.6.**, Reports.
- 3.4.4.3. Financial Consequences will be assessed for the quarter that performance measures are not met.

### 3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this subcontract (including payments made for services subsequently determined by the OPFF to not be in full compliance with this Subcontract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 30 days after discovery by the Provider, audit, or the OPFF. The OPFF may recover against such payments by deduction from subsequent payments under this or any other subcontract with the Provider, or any other lawful method. If this Subcontract involves federal or state financial assistance, the following applies: The Provider shall return to the OPFF unused funds, accrued interest earned, and unmatched grant funds within 30 days of the end date.

### 3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

## 4. GENERAL TERMS AND CONDITIONS

### 4.1. Legal Compliance

- 4.1.1. The Provider shall comply with, and ensure its subcontractors, and others it arranges to provide deliverables comply with:
  - 4.1.1.1 Applicable laws, rules, codes, ordinances, certifications, licensing requirements, Department of Children and Families (herein referred to as Department and/or the Department) and the Department's Children and Families Operating Procedures (CFOP);
  - 4.1.1.2 Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this subcontract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the OPFF's authorization, unused state financial assistance funds must be returned to the OPFF;
  - 4.1.1.3 Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) annually and submitting for each fiscal year contract/amendment;
    - 4.1.1.3.1. **Single-Point-of-Contact** - If the Provider or any of its Subcontractors employs 15 or more employees, the Provider and all Subcontractors (if applicable) shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4.
    - 4.1.1.3.2. **Single-Point-of-Contact Information** - The name and contact information for the Provider's and Subcontractor's Single-Points-of-Contact shall be furnished to the Subcontract Specialist using **Attachment 7-Single-Points-of-Contact** Information with the executed Subcontract and within five (5) calendar days of any Single-Point-of-Contact change. Submit to the Subcontract Specialist at [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org).

- 4.1.1.3.3. Single-Point-of-Contact Compliance** - The Provider shall, Sub-contractually require that its Subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each Subcontractor that employs 15 or more employees. This Single-Point-of-Contact will coordinate activities and reports with the Provider's Single-Point-of-Contact.
- 4.1.1.3.4. Single-Point-of-Contact Compliance Data** - The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day), covering the previous month's reporting, and forward confirmation of submission to the Contract Specialist at [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org).
- 4.1.1.3.5. The Single-Point-of-Contact Duties**
- 4.1.1.3.6.1** This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.
- 4.1.1.3.6.2** Shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4.
- 4.1.1.3.6.3** Employees of providers and their Subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- 4.1.1.3.6.4** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <https://www.myflfamilies.com/general-information/office-civil-rights/>
- 4.1.1.3.6. Foundations of Disability Rights Online Training and Attestation** - The Department requires each Contract/Subcontract Provider agency's direct service employees to complete **Foundations of Disability Rights Online training** and sign **Attachment 16 – Foundations of Disability Rights Attestation**. The training and the attestation must be completed upon hire and within three weeks of update notification from HFF Central Office. Direct service employees performing under this Subcontract will also print their certificate of completion, attach it to their Attestation of Understanding (<http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf>), and maintain them in their personnel file. The training is located in the MyFLLearn system. <https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn>.
- 4.1.1.3.7. Foundations of Disability Rights On-Line Training** - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within three (3) weeks of update notification from HFF Central Office attesting that **all** employees, including HFF Grant, Subcontracted and Contribution funded staff, have completed the Foundations of Disability Rights, online training. The affidavit also attests that the completed certificates and signed attestations forms have been printed and are maintained in each employees personnel file. The contract specialist will send the templated

**Attachment 21- Letter of Affidavit for DCF Required On-line Training** out upon DCF notification of updated training.

- 4.1.1.3.8. Compliance Report** - Even if no services to the deaf or hard-of-hearing were provided, the Provider shall submit compliance reports online at [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html) by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3<sup>rd</sup> falls on Saturday, Sunday or a Holiday, then it will be due the previous business day). The Provider will receive a verification email that must be forwarded, by 12 noon Eastern Time on the **3rd** calendar day of the month to ([Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org)). Back-up documentation must also be submitted in the following instances:
- 4.1.1.3.9.1** The participant/companion requested auxiliary aid and it was not provided
- 4.1.1.3.9.2** The auxiliary aid or service provided did not meet the expectations of the participant/companion or staff
- 4.1.1.3.9.3** The communication was not found to be effective
- 4.1.1.3.9.4** The requested auxiliary aid or service was denied
- 4.1.1.3.9.5** When requested by the Department of Health and Human Services
- 4.1.1.3.9. Customized Auxiliary Aids and Services Plan** - The Provider and its Subcontractors must develop a Customized Auxiliary Aids and Services Plan using the local resources. The Auxiliary Aids and Services Plan must include the responsibilities of the Single-Point-of-Contact and procedures to be followed in providing services to the deaf and hard-of-hearing. This plan must also meet the requirements of the Health and Human Services Settlement Agreement, located at [http://www.dcf.state.fl.us/admin/servicedelivery/docs/HHS\\_SettlementAgreement-Signed1262010.pdf](http://www.dcf.state.fl.us/admin/servicedelivery/docs/HHS_SettlementAgreement-Signed1262010.pdf). The Auxiliary Aids and Services Plan must be submitted to HFF Deliverables [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) no later than close of business July 30 of each state fiscal year of the Subcontract.
- 4.1.1.3.10. Documentation of Preferred Method of Communication** - The Provider and its Subcontractors shall document the customer's or companions preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Provided on the Customer or Companion Communication Assessment and Auxiliary Aid and Service Record, located at <https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/docs/DCFStatewideAuxiliaryAidsandServicesPlan.pdf>.
- 4.1.1.3.11.** Documentation, with supporting justification, must also be made if any request was not honored. This form must be completed at the time of assessment and each time a service is provided for participants and/or companions that are deaf or hard-of-hearing. For families that were assessed, but not enrolled, the original should be kept with the assessment and a copy sent to the Provider's Single-Point-of-Contact. For families that enroll, originals must be maintained in the participant file and copies sent to the Provider's Single-Point-of-Contact.
- 4.1.1.3.12. Customer/Companion Feedback** - The Provider shall distribute the Customer/Companion Feedback Form located at <https://www.myflfamilies.com/general-information/office-civil-rights/> to customers or companions, and provide assistance in completing the forms as requested by the customer or companion. For participants on all levels except 3 and 4, the form shall be provided on the last visit of the month. For participants on levels 3 and 4, the form shall be provided during each visit. These forms shall be submitted to the Office of Civil Rights.
- 4.1.1.3.13. HFF Limited Authorization for Exchange of Information** - If customers or companions are referred to other agencies and the receiving agency has been included on the signed HFF Limited Authorization for Exchange of Information form, the Provider must ensure that the receiving agency is notified of the customer's or

companion's preferred method of communication and any auxiliary aids/service's needs.

- 4.1.1.3.14. Documentation** - For each deaf or hard-of-hearing individual that enrolls or if the participant's companion is deaf or hard-of-hearing, the communication plan on the second page of the Customer or Companion Assessment and Auxiliary Aid and Service Record must be filled out during the first home visit and any time the plan needs to be updated.
- 4.1.1.3.15. Interpreter Services** - The Provider must offer free interpreter services to all participants and their companions if either are deaf or hard-of-hearing. If a participant or companion accepts or refuses the free aid offered, the Customer or Companion Request for Free Communication Assistance or Waiver of Free Communication Assistance form, located at <https://www.myflfamilies.com/general-information/office-civil-rights/> should be completed when offered and any time there is a change in the communication preference. This form should be maintained in the participant file with a copy sent to the Provider's Single-Point-of-Contact.
- 4.1.1.4 Civil Rights Compliance Checklist** - If employing fifteen or more employees, the Provider shall complete **Attachment 6-Civil Rights Compliance Checklist** Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.
- 4.1.1.5 Improvements** - Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and
- 4.1.1.6** If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elder Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:
- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2.** Identifying name and number;
- 4.1.1.6.3.** Starting and ending date;
- 4.1.1.6.4.** Total dollar amount;
- 4.1.1.6.5.** Purpose and the types of services provided; and
- 4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

## 4.2. Certifications and Attestations

- 4.2.1. Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete **Attachment 39- Common Carrier Attestation** (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. (PUR 1808 does not apply where the provider is not a "Common Carrier or contracted carrier). A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.
- 4.2.2. Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete **Attachment 38- Foreign Countries of Concern Attestation** (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S. PUR 1355 does not apply where the provider is a Florida County or State Agency.

**4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications.** Where applicable, in compliance with §287.135(5), F.S., the Provider certifies, by execution of this agreement, the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

**4.2.4. Certification Regarding Lobbying.** If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete **Attachment 5 - Certification Regarding Lobbying** form, and return it to the Contract Manager.

**4.2.4.1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

**4.2.4.2.** 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.

**4.2.4.3.** 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.

#### **4.3. Use of Funds for Lobbying Prohibited**

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

#### **4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited**

No State funding under this Subcontract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

#### **4.5. Coercion for Labor or Services Prohibited**

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider’s duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

#### **4.6. Independent Contractor, Subcontracting and Assignments**

**4.6.1.** In performing its obligations under this Subcontract, the Provider is an independent subcontractor

and not an officer, employee, or agent of the State of Florida or OPFF, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind the Department or OPFF by virtue of this subcontract, unless specifically authorized in writing to do so. This Subcontract does not create any right of any individual to OPFF or State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Subcontract.

- 4.6.2.** The Department/OPFF will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department/OPFF in this Subcontract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- 4.6.3.** The Provider shall not assign its responsibilities under this Subcontract to another party, in whole or in part, without prior written approval of the Department/OPFF. Such assignment occurring without prior approval of the Department/OPFF shall be null and void.
- 4.6.4. Additional Terms if Subcontracting is Permitted**
- 4.6.4.1** The Provider cannot subcontract for any of the work contemplated under this Subcontract without the Department/OPFF's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida or OPFF.
- 4.6.4.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this subcontract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department/OPFF shall not be liable to the subcontractor in any way or for any reason relating to this Subcontract.
- 4.6.4.3** The Provider shall include the substance of all clauses contained in this Subcontract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

#### **4.7. Indemnity**

- 4.7.1.** This is the sole term covering indemnification. No other indemnification clause applies to this Subcontract. The Provider shall indemnify the OPFF and the Department, where indemnification is not limited by law, as follows:
- 4.7.1.1 Personal Injury and Damage to Real or Tangible Personal Property.**  
The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the OPFF, the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the OPFF, the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.
- 4.7.1.2 Intellectual Property Liability.**  
The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department/OPFF's misuse or modification of the

Provider's products or the Department/OPFF's operation or use of the Provider's products in a manner not contemplated by this Subcontract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the OPFF and the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the OPFF and the Department the right to continue using the product, the Provider shall remove the product and refund the OPFF and the Department the amounts paid more than a reasonable rental for past use. The OPFF, the State and the Department will not be liable for any royalties, or licensing fees, not included in this Subcontract.

#### **4.7.1.3 Actions Related to this Contract.**

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Subcontract, as well as for any determination arising out of or relating to this Subcontract that the Provider is not an independent contractor vis-a-vis the Department.

- 4.7.2. Subcontracts.** The Provider shall include in all subcontracts and ensure all resulting subcontracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the OPFF/Department. The Provider shall indemnify, defend, and hold harmless the OPFF, the State and the Department from the consequences of such a breach.
- 4.7.3.** The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.
- 4.7.4.** Nothing in this Subcontract constitutes a waiver of sovereign immunity or consent by the OPFF, the Department, or the State, or its subdivisions to suit by third parties or an agreement by the OPFF, the Department, the State, or its subdivisions to indemnify any person.

### **4.8. Insurance**

- 4.8.1. Workers' Compensation Insurance (WCI).** To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.
- 4.8.2. General Liability Insurance.** The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Subcontract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the OPFF, the Department (State) as an additional insured for the entire length of this Subcontract. The limits of liability necessary to provide reasonable financial protections to the Provider and the State under this subcontract are listed in section 4.8.5.
- 4.8.3. Cyber/Network Security and Privacy Liability Insurance.** The Provider will, for itself if

providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

**4.8.4. Authorized Insurers and Documentation.** All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the OPFF with a commercial self-insurance trust fund authorized under §624.462, F.S.

**4.8.4.1.** The Provider shall provide twenty-five (25) calendar days written notice of cancellation of any insurance required by 4.8 to the OPFF. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the OPFF and provide the OPFF 10 days prior Notice of any cancellation or nonrenewal.

**4.8.4.2.** By September 30, and upon renewal, the Provider shall furnish OPFF written verification supporting both the determination and existence of such insurance coverage for both the site and the Subcontractor.

**4.8.5. Minimum Insurance Coverages**

Type of Insurance	Minimum Amount Per Claim	Minimum Amount Aggregate
Commercial General Liability	\$1,000,000	\$3,000,000
Professional Liability	\$1,000,000	\$3,000,000
Sexual Abuse and Molestation Coverage	\$1,000,000	\$1,000,000
Cyber/Network Security and Privacy Liability Insurance	The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract	
Automobile Minimum bodily injury (If Applicable)	\$100,000 per person	\$300,000 per accident
Worker's Compensation	\$100,000 per person, \$100,000 per accident	\$500,000

**4.8.6** The minimum insurance coverages and requirement to include OPFF and the Department (State) as additional insured do not apply if the Provider is a state agency or subdivision. In such instances, Provider shall maintain self-insurance against all losses and liabilities to the limitations described in section 768.28, Florida Statutes.

**4.9. Notice of Legal Actions**

The Provider shall notify the OPFF and the HFF Executive Director within 5 days after becoming aware of potential legal action or immediately upon notice of actual legal actions against the Provider related to services provided by this Subcontract, that may impact deliverables or the Department/OPFF.

**4.10. Intellectual Property**

**4.10.1** Intellectual property rights to all property created or otherwise developed as part of this Subcontract by the Provider (either directly or through a subcontractor) for the OPFF/Department as a work made for hire will be owned by the State. The Provider’s title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the OPFF/Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If

software or other intellectual property is not a work for hire, but is developed through performance of services under this Subcontract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

- 4.10.2** A thing capable of being trademarked developed in anticipation, or as a result, of this subcontract will be trademarked by or on behalf of the OPFF/Department. Only after the OPFF/Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.
- 4.10.3** Any website developed in anticipation, or as a result, of this subcontract will be placed in a domain of the OPFF/Department's choice, copyrighted in the OPFF/Department's name. Only if the OPFF/Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.
- 4.10.4** Any inventions or discoveries developed during or as a result of services performed under this Subcontract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the OPFF/Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the OPFF and the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
- 4.10.5** The Provider shall notify the OPFF/Department of any intellectual property developed in connection with this Subcontract.
- 4.10.6** If the Provider is a member of the State University System, the Department's intellectual property rights under 4.10, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

#### **4.11. Transition Activities**

When services that are the subject of the Subcontract continue through another provider, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Subcontract. The Provider shall be required to support an orderly transition to the next provider, no later than the End Date and shall support the requirements for transition specified in an approved Transition Plan, which the Provider shall develop in consultation with the OPFF.

#### **4.12. Publicity**

- 4.12.1. State Requirements** - The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers. Requirements in section 4.12.1 do not apply if the Provider is a State Agency.
- 4.12.2. OPFF Requirements** - The Provider and its employees, agents, and representatives shall not, without prior written consent of the OPFF in each instance, use in advertising, publicity or any other promotional endeavor any OPFF/HFF mark, the name of the OPFF/HFF mark, the name of the OPFF/HFF or any OPFF/HFF agency or affiliate or any officer or employee of the OPFF/HFF, or any OPFF/HFF program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the OPFF/HFF, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.

**4.13. Sponsorship**

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program state:

- 4.13.1. In publicizing, advertising or describing the sponsorship of the program through text, state: "An affiliate of Healthy Families America®, sponsored by the Ounce of Prevention Fund of Florida and the State of Florida, Department of Children and Families."
- 4.13.2. If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.
- 4.13.3. Alternatively, when using logos, the local site logo shall be accompanied by the Ounce of Prevention (OPFF), Department of Children and Families (Department) and Healthy Families America Affiliate logos.
- 4.13.4. If the logos are used, the OPFF/ HFF, Department and Healthy Families America Affiliate logos must be the same size as the organization's logo.

**4.14. Employee Gifts**

The Provider agrees it shall not offer to give or give any gift to any OPFF/Department employee during the service performance period of this Subcontract and for two years thereafter. In addition to any other remedies available to the OPFF/Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

**4.15. Mandatory Reporting Requirements**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Subcontract who has any knowledge of a reportable incident shall report such incident as follows:

- 4.15.1. The OPFF/HFF must be copied on all incidents and reports that are sent to the Office of Inspector General.
- 4.15.2. A reportable incident is defined in CFOP 180-4.
- 4.15.3. **Timeframe** - Suspected or confirmed allegations as outlined in paragraph 5 of CFOP 180-4 must be reported to OPFF/HFF within two (2) business days of discovery.
- 4.15.4. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to:
  - 4.15.4.1. Department's Office of Inspector General
  - 4.15.4.2. DCF Contract Manager
  - 4.15.4.3. HFF Assistant Director at [Cmurphy@ounce.org](mailto:Cmurphy@ounce.org)
- 4.15.5. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspectorgeneral/investigations/inspector-general> .
- 4.15.6. By completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com).
- 4.15.7. The Provider and subcontractor may also mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.
- 4.15.8. Completing the document online at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml>

**4.16. Employment Screening**

- 4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of

initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department of Health in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

- 4.16.1.1. Employment history checks
  - 4.16.1.2. Fingerprinting for all criminal record checks;
  - 4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
  - 4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;
  - 4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and
  - 4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
- 4.16.2. **Employment Screening Affidavit** - The Provider shall sign **Attachment 20 - Florida Department of Children and Families Employment Screening Affidavit** each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Subcontract stating that all required staff have been screened upon hire and at five (5) year increments of service, and/or the Provider is awaiting the results of screening. The contract specialist will communicate with an email upon notification of updated training and the Affidavit must be submitted to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) within three (3) weeks of notification.
- 4.16.3. The Department requires the use of the Office of Inspector General's **Request for Reference Check (Form CF 774) - Attachment 40**, stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Subcontract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

#### 4.17. Human Subject Research

Any human subject research under this Subcontract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Department Institutional Review Board.

- 4.17.1 **Research and Evaluation Activities** - Cooperate with and participate in research and evaluation activities conducted by the OPFF/HFF, Sub-contractual personnel or third party evaluators; to grant access to records, documents, staff and participants in order to collect information relative to this program, its performance and effectiveness; to facilitate contact with community agencies for the researchers; to use and/or test any data collection instruments designed for research purposes; to participate in work groups involving research and evaluation studies; and to assist and advise in program replication efforts as requested.
- 4.17.2 **Research and Evaluation Notification** - Notify the OPFF/HFF of any plans or requests to conduct research on or to evaluate HFF participants, services, staff or data that has already been collected. The Provider agrees to submit a formal request for approval or have the principal investigator submit the request to the HFF Executive Director using the Request to Conduct Research/Evaluation Outline. This document is an attachment in the HFF Policies and Procedures Manual. The Provider agrees not to engage in such research and evaluation until written permission is granted by the OPFF/HFF through an MOA.
- 4.17.3 **Research and Evaluation Compliance** - Comply with the OPFF regarding **Protocols Ensuring the Protection of Human Subjects** to keep personal identifying information of

participants confidential and secure. This document will be located in the HFF Resource Library located at [http://www.healthyfamiliesfla.org/resource\\_login.asp](http://www.healthyfamiliesfla.org/resource_login.asp).

## **5. RECORDS, AUDITS AND DATA SECURITY**

### **5.1. Records, Retention, Audits, Inspections and Investigations**

- 5.1.1 Records** - The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OPFF under this Subcontract. Upon demand, at no additional cost to the OPFF, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Subcontract and the required retention period in 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OPFF.
- 5.1.2 Records Retention** - Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract shall be maintained by the Provider during the term of this Subcontract and retained for six years after completion of this Subcontract or longer when required by law. In the event an audit is required under this Subcontract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Subcontract, at no additional cost to the OPFF.
- 5.1.3 Records Review** - At all reasonable times for as long as records are maintained, persons duly authorized by the OPFF, Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's subcontracts and related records and documents, regardless of their form.
- 5.1.4 Audit** - A financial and compliance audit shall be provided to the OPFF as specified in this Subcontract and in **Attachment 1-Financial and Compliance Audit** Instructions.
- 5.1.5 Compliance** - The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).
- 5.1.6 Records, Retention, Audits, Inspections and Investigations** - The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.
- 5.1.7 Inspections and Corrective Action** - The Provider shall permit all persons who are duly authorized by the OPFF/Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Subcontract, and to interview any participants, employees and Subcontractor employees of the Provider to assure the OPFF of the satisfactory performance of the terms and conditions of this Subcontract. This includes at least one quality assurance visit per year and technical assistance based on the performance of the Provider. Following such review, the OPFF will deliver to the Provider a written report of the quality assurance findings and will request the Provider submit a corrective action/quality improvement plan, where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action/quality improvement plan. This provision will not limit the OPFF's/ Department's choice of remedies under law, rule, or this contract.

### **5.2. The Provider's Confidential Information**

- 5.2.1.** By executing this Subcontract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Subcontract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly

provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as “confidential”, including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

- 5.2.2.** Any claim by the Provider of trade secret confidentiality for any information contained in the Provider’s documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:
- 5.2.2.1** The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida’s Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.
- 5.2.2.2** The OPFF/Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the OPFF/Department is authorized to produce the records sought without any redaction of trade secret information.
- 5.2.3.** The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida’s Public Records Law.

### **5.3. Health Insurance Portability and Accountability Act (HIPAA)**

Should this Subcontract involve Provider access to protected health information (PHI) the Provider shall be a “Business Associate” limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Subcontract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

**5.3.1 Catch-all Definitions.** The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

#### **5.3.2 Specific Definitions for 5.3**

- 5.3.2.1** “Business Associate” has the same meaning as the term “business associate” at 45 CFR §160.103.
- 5.3.2.2** “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR §160.103, and for purposes of this Contract includes the Department.
- 5.3.2.3** “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- 5.3.2.4** “Subcontractor” has the same meaning as the term “subcontractor” at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

#### **5.3.3 Obligations and Activities of the Provider**

The Provider shall:

- 5.3.3.1** In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of **Attachment 2-HIPAA Addendum** to this Subcontract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its Subcontractors incidental to the Provider's performance of this Subcontract.
- 5.3.3.2 HIPAA Training** - All HFF grant and contribution funded staff, including Subcontracted staff, must complete the latest Health Insurance Portability and Accountability Act (HIPAA) online “HIPAA Information and Action” training, located on the Internet at <https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn> upon hire and annually upon notification from HFF Central Office of updates. Staff must print the completed certificate as evidence that the online training was completed. Certificates must be maintained in the employee’s personnel file.
- 5.3.3.3 HIPAA Affidavit** - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within three (3) weeks of update notification attesting that all employees, both HFF Grant and Contribution funded staff, have completed the Health Insurance Portability Accountability Act (HIPAA) online training. The affidavit also attests that the completed certificates have been printed and will be maintained in each employee’s personnel file. The contract specialist will send the Letter of Affidavit on HIPAA Online Training template out upon notification of updated training.
- 5.3.3.4** Not use or disclose PHI except as permitted or required in by 5.3 or law;
- 5.3.3.5** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department’s behalf;
- 5.3.3.6** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.7** Report to the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.8** Notify the Department’s HIPAA Security Officer (Sylvia Barge - [sylvia.barge@myflfamilies.com](mailto:sylvia.barge@myflfamilies.com) Phone: 850-717-4277), HIPAA Privacy Officer (Dick Valentine - [Dick.Valentine@myflfamilies.com](mailto:Dick.Valentine@myflfamilies.com) Phone: 904-485-9682), DCF Contract Manager (Jeff Hodge [Jeff.Hodge@myflfamilies.com](mailto:Jeff.Hodge@myflfamilies.com); ) and OPFF/HFF Assistant Director ([cmurphy@ounce.org](mailto:cmurphy@ounce.org)) within **120** hours after finding a breach or potential breach of personal and confidential data of the Department; and
- 5.3.3.9** Notify the Department’s HIPAA Privacy Officer, Department Contract Manager and OPFF/HFF Assistant Director ([cmurphy@ounce.org](mailto:cmurphy@ounce.org)) within **24** hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.10** Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.11** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department’s prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of

the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

- 5.3.3.12** In accord with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR § 164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR § 164.532(d);
- 5.3.3.13** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR § 164.524 obligations;
- 5.3.3.14** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR § 164.526, or take other measures as necessary to satisfy the Department's 45 CFR § 164.526 obligations;
- 5.3.3.15** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR § 164.528 obligations;
- 5.3.3.16** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and
- 5.3.3.17** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.
- 5.3.4** Provider and its Subcontractors may only use or disclose PHI as listed below:
  - 5.3.4.1.** To perform obligations under 5.3;
  - 5.3.4.2.** For archival purposes;
  - 5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
  - 5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;
  - 5.3.4.5.** To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate (as covered in **Attachment 2**) of such covered entities only to provide Department/OPFF data analyses relating to Department health care operations (as defined in 45 C.F.R. § 164.501);
  - 5.3.4.6.** To conform with 45 CFR § 164.514(b) in de-identifying PHI; or
  - 5.3.4.7.** To follow marketing, fundraising and research guidance in 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

### **5.3.5 Department Notifications Affecting Provider Disclosure of PHI**

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR § 164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR § 164.522.

### **5.3.6 Termination Regarding PHI**

- 5.3.6.1.** Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

- 5.3.6.2. Provider Obligations Upon Termination.** Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).
- 5.3.6.3. Obligations under 5.3.6.2 survive termination.**

#### **5.4. Information Security**

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's or OPFF's data information systems or maintains any client or other confidential information in electronic form.

- 5.4.1 Information Security Officer** - The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the OPFF and the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the OPFF and the Department's information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the OPFF and the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Subcontract.
- 5.4.2 DCF Security Awareness Training** - The Provider shall provide the Department's latest security awareness training to all HFF grant and contribution funded staff, including Subcontracted staff, prior to granting access to the Department's information systems or any client or other confidential information.
- 5.4.2.1.** The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0114) annually.
- 5.4.2.2.** This will be done upon hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This training located at <https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn> must be completed within three (3) weeks of notification from HFF Central Office. Staff must print the certificate as evidence that online training was completed. Certificates must be maintained in the employee's personnel file.
- 5.4.2.3. Attachment 15 - DCF Security Agreement Attestation** form CF 0114 must be signed at time of hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This document may be obtained from the contract specialist, found on the Resource Library located at: [http://www.healthyfamiliesfla.org/resource\\_login.asp](http://www.healthyfamiliesfla.org/resource_login.asp) or located at <https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx>,
- 5.4.3 DCF Security Awareness Affidavit** - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) attesting that all employees, volunteers and interns, both HFF Grant and Contribution funded staff, have completed the Department of Children and Families Security Awareness Online Training. This training must be completed within three (3) weeks of

notification from HFF Central Office of Departmental updates. The affidavit also attests that the completed certificates are maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on Department Security Awareness template out upon notification of updated training.

- 5.4.4 Encryption** - The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.
- 5.4.5 Confidentiality Breach Notification to HFF** - The Provider shall notify the Department Contract Manager and OPFF/HFF Assistant Director ([cmurphy@ounce.org](mailto:cmurphy@ounce.org)) within **120** hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.
- 5.4.6 Confidentiality Breach Notification to Clients** - The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.
- 5.4.7** The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

## **5.5. Public Records**

- 5.5.1.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Subcontract.
- 5.5.2.** As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the OPFF/Department the Provider shall:
- 5.5.2.1.** Maintain public records that ordinarily and necessarily would be required by the OPFF/Department to perform the service.
- 5.5.2.2.** Upon request from the OPFF/Department's custodian of public records, provide to the OPFF/Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- 5.5.2.3.** Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Subcontract term and following completion of this Subcontract if the Provider does not transfer the records to the OPFF/Department.
- 5.5.2.4.** Upon completion of this Subcontract, transfer, at no cost, to the OPFF/Department all public records in possession of the Provider or keep and maintain public records required by the OPFF/Department to perform the service. If the Provider transfers all public records to the OPFF/Department upon completion of this Subcontract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Subcontract, the Provider shall meet all applicable requirements for retaining public records.

## **5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.**

**6. INSPECTIONS, PENALTIES, AND TERMINATION**

**6.1. Financial Penalties for Failure to Take Corrective Action**

**6.1.1. Corrective Action Plan** - In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the OPFF require a corrective action to address noncompliance under this Subcontract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the OPFF to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the OPFF's application of any other remedy available to it under law or this Contract.

**6.1.2. Penalty Imposition** - The increments of penalty imposition that shall apply, unless the OPFF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1. Noncompliance** - Noncompliance that is determined by the OPFF to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2. Indirect Noncompliance** - Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

**6.1.2.3. Indirect Performance Noncompliance** - Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

**6.1.3. Financial Penalties Deadline** The deadline for payment shall be as stated in the OPFF order imposing the financial penalties. In the event of nonpayment, the OPFF may deduct the amount of the penalty from invoices submitted by the Provider.

**6.2. Termination**

**6.2.1.** The OPFF may terminate this Subcontract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

**6.2.2.** The Provider may terminate this Subcontract upon no less than 30 days' Notice to the OPFF unless another time is mutually agreed upon in writing.

**6.2.3.** In the event funds for payment pursuant to this Subcontract become unavailable, the OPFF may terminate this Subcontract upon no less than 24 hours' Notice in writing to the Provider. The OPFF/Department is the final authority as to the availability and adequacy of funds.

**6.2.4.** In the event the Provider fails to fully comply with the terms and conditions of this Subcontract, the OPFF/Department may terminate this Subcontract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the OPFF/Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OPFF/Department's failure to demand performance of any provision of this Subcontract shall not be deemed a waiver of such performance. The OPFF/Department's

waiver of any one breach of any provision of this Subcontract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Subcontract. 6.2 does not limit the OPFF/Department's right to legal or equitable remedies.

- 6.2.5.** Failure to have performed any contractual obligations under any other contract with the OPFF/Department in a manner satisfactory to the OPFF/Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:
- 6.2.5.1.** Previously failed to satisfactorily perform in a Subcontract with the OPFF/Department, was notified by the OPFF/Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the OPFF/Department; or
- 6.2.5.2.** Had any other Subcontract terminated by the OPFF/Department for cause.
- 6.2.6.** In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
- 6.2.7.** If this Subcontract is for an amount of \$1 million or more, the OPFF/Department may terminate this Subcontract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Subcontract, the OPFF/Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

### **6.3. Dispute Resolution**

- 6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the OPFF/Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the OPFF/Department decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.
- 6.3.2** After receipt of a petition for alternative dispute resolution the OPFF/Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.
- 6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.
- 6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.
- 6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.
- 6.3.6** All notices provided by the OPFF/Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

## **7. OTHER TERMS**

### **7.1. Governing Law and Venue**

This Subcontract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Subcontract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

### **7.2. No Other Terms**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Subcontract does not include any resulting invoice, website, “click through”, online, or other agreement absent specific reference in this Subcontract and then only the version extant the date of the first Subcontract signature.

### **7.3. Interpretation, Severability of Terms**

Subcontract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

### **7.4. Survival of Terms**

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the OPFF/Department survive the End Date. The Provider’s performance pursuant to such surviving provisions is without further payment.

### **7.5. Modifications**

Modifications of provisions of this Subcontract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the OPFF’s operating budget.

### **7.6. Anticompetitive Agreements**

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the OPFF/Department or a provider of services to the OPFF/Department.

### **7.7. Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract’s use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

### **7.8. Unauthorized Aliens**

**7.8.1** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Subcontract by the OPFF/Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors’ employees performing under this Subcontract.

**7.8.1.1** Employees assigned to this Subcontract means all persons employed or assigned (including subcontractors and contribution funded positions) by the Provider or a subcontractor during this Subcontract term to perform work pursuant to this Subcontract within the United States and its territories.

**7.8.1.2** Complete and submit a notarized **Attachment 36** - Letter of Affidavit for E-Verify FY 25-26 with submission of this subcontract/amendment. **Attachment 36** - Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

**7.8.2** The Provider represents and warrants that no part of the funding under this Subcontract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The OPFF/Department

may terminate this Subcontract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

### **7.9. Public Entity Crime and Discriminatory Contractors**

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

### **7.10. PRIDE**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this subcontract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this subcontract the person, firm, or other business entity carrying out the provisions of this subcontract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

### **7.11. Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

### **7.12. Executive Compensation Reporting**

**7.12.1.** Prior to contract/amendment execution the Provider shall complete and return the Executive **Attachment 12 - Certification of Executive Compensation Reporting Requirements** (Form PCMT-08), located at: [www.myflfamilies.com/general-information/contracted-client-services/library](http://www.myflfamilies.com/general-information/contracted-client-services/library).

**7.12.2.** In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the OPFF/Department that indicates the amount of state funds:

**7.12.2.1.** Allocated to be used during the full term of the subcontract for remuneration to any member of the board of directors or an officer of the contractor.

**7.12.2.2.** Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

**7.12.3.** If the Provider maintains a website, information provided pursuant to 7.13.2 must be posted on the Provider's website.

### **7.13. Federal Whistleblower Requirements**

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

**7.14. Post-Award Notice Dissemination**

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the OPFF/Department, which will contain information required to meet the OPFF/Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

**7.15. Recycled Products**

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

**7.16 Accreditation**

The OPFF/Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the OPFF/ Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the OPFF/ Department Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider shall maintain affiliation and accreditation with Healthy Families America (HFA). See Exhibit A. Section 7.9.

**8. FEDERAL FUNDS APPLICABILITY**

The following applies if Federal Funds are used to fund this Contract.

**8.1. Federal Law**

- 8.1.1.** Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.
- 8.1.2.** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.
- 8.1.3.** If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.
- 8.1.4.** If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- 8.1.5.** If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 8.1.6.** If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.
- 8.1.7. Drug Free Workplace.** If the Provider is a subrecipient or pass-through entity of federal

funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## **9. CLIENT SERVICES APPLICABILITY**

The following applies if the box for Client Services is checked in the header on page 1.

### **9.1. Client Risk Prevention**

If services to clients are provided under this Subcontract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962- 2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### **9.2. Emergency Preparedness Plan**

If the tasks performed pursuant to this Subcontract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan.

**9.2.1** By March 31<sup>st</sup>, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers, supplies and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This plan must be submitted to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) regardless of lack of revisions.

**9.2.2** The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

### **9.3. Confidential Client and Other Information**

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

## **10. PROPERTY**

**10.1.** The following only applies to this Contract if funded by state financial assistance.

**10.2.** The word "property" in this section means equipment, fixtures, and other property of a Non-consumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more and/or the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers/technology. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a

change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

- 10.3.** If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.
- 10.3.1.** A copy of the inventory list must be submitted to OPFF/HFF along with the expenditure report for the period in which it was purchased. By **May 20<sup>th</sup>** a **Draft** must be submitted and by **June 21<sup>st</sup>** the Provider shall submit a complete **Final** inventory of all such property to OPFF/HFF whether new purchases have been made or not.
- 10.4.** The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- 10.5.** The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.
- 10.6.** The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.
- 10.7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.
- 10.8.** If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.9.1. The indemnification requirement in 10.9 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract, as described in Section 1.4 hereof.

In witness thereof, the parties hereto have caused this 155 page Subcontract to be executed by their undersigned officials as duly authorized.

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

Signed by: [Signature]

Name: T.R. Wilson

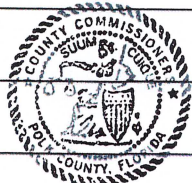
Title: Chair

Date: 8/5/2025

R.12

Provider Fiscal Year Ending Date: June 30, 2026

FEIN #: 59-6000809



Healthy Families Florida

Signed by: [Signature]

Name: Rebekkah Sheetz

Title: Executive Director

Date: 8/11/25

Ounce of Prevention Fund of Florida

Signed by: [Signature]

Name: Jennifer Ohlsen

Title: President/CEO

Date: 8/11/25

## EXHIBIT A - SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 11, above, as provided herein:

### EXHIBIT A SECTION 2: STATEMENT OF WORK

The Provider agrees to implement the HFF program based on the critical elements/standards established by Healthy Families America (HFA) and HFF as stated in Exhibit C-1.

### EXHIBIT A SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

**Attachment 3** - Fiscal Documents Workbook contains all of the excel worksheets needed for the initial budget summary, the monthly invoice and revising budgets due to adjustments or amendments.

#### **A-3.1 Subcontract Payment**

Pursuant to section 215.422, F.S., the OPFF has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or this Subcontract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payments is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment.

#### **A-3.2 Budget and Revenue Summary**

Prepare **Attachment 3a-Budget and Revenue Summary** for the delivery of services described in this Subcontract, including revenue projections for cash and in-kind contributions using the instructions provided. The budget narrative contained within must describe quantitatively how the budget categories were calculated. OPFF will not pay the Provider for amounts related to compensatory time, accrued leave buy-out or severance pay. OPFF will pay the Provider for compensation related to overtime hours at an employee's regular pay rate, as long as it does not exceed the budget. The Provider must obtain prior approval from the HFF Executive Director for any plan to increase salaries using HFF grant funds, during the Subcontract period.

#### **A-3.3 Monthly Invoice**

Submit to OPFF a monthly invoice of actual expenditures, actual cash and in-kind contributions received using **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request**. These invoices are due to the OPFF by the 15th of the following month. Failure to submit a timely or accurate invoice may result in the monthly payment being withheld or a delay in payment. This is a cost reimbursement Subcontract for one (1) year. Payment for Subcontracted services will be contingent upon the documented expenditures for this Subcontract period and the receipt of current and correct evaluation data, reports and invoices. Payments will be issued by the OPFF within thirty (30) days after the receipt of a complete, accurate invoice and complete data. Payments will be mailed to the Provider. The OPFF's performance and obligation to pay under this Subcontract is contingent upon availability of funding from the State of Florida.

#### **A-3.4 Final Invoice**

The final invoice for payment shall be submitted to the OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the OPFF will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Subcontract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the OPFF.

#### **A-3.5 Budget Revisions**

The Provider may revise the budget using **Attachment 3c – Request to Revise Budget with Amendment**, with pre-approval from the contract specialist or **Attachment 3d - Request to Revise Budget with Adjustment**.

### A-3.6 Advance Payment Request

The Provider may submit **Attachment 33 - Advance Payment Request** with original signatures. The advance must be recouped during the Subcontract period. The Contract Specialist will send this document out upon request.

### A-3.7 Provider Self-Evaluation Tool

Submit a Provider Self-Evaluation Tool as part of the first request for supporting documentation of each fiscal year and thirty (30) days following the event that there is a change in the lead entity or finance director, or upon request. This tool may be requested from the HFF Assistant Director or the HFF Fiscal Department. The tool determines the internal control and administrative systems of the lead entity as requested by the OPFF. Submit to both [imarlowe@ounce.org](mailto:imarlowe@ounce.org) AND [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org).

### A-3.8 Supporting Documentation

Provide the requested items of supporting documentation for two (2) periods of invoices. The OPFF reserves the right to randomly conduct on-site fiscal monitoring to review the accuracy of data reported as expenditures from HFF grant funds.

### A-3.9 Cash and In-Kind Contributions

**A-3.9.1 Cash contributions** consist of dollars (cash) that are used for site salaries, benefits, operational expenses, administrative costs or enhancement to the core staffing such as a nurse, child development specialist or licensed professional.

**A-3.9.2 In-kind contributions** are tangible resources donated to the program for operational costs and must contribute to the operation of the site. Examples of in-kind contributions include donated curriculum materials to be used by the HFF site in working with families participating in the program, donated office space to house the HFF site staff or donated training.

**A-3.9.3 Other Contributions** consist of funds that cannot be counted as a cash contribution and are not considered part of the 25 percent (25%) contribution.

### A-3.10 Additional Contributions

**A-3.10.1** If the Provider receives cash or in-kind contributions that were not included with the original executed Subcontract, the Subcontractor must submit **Attachment 4-Additional Contributions** along with **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request** for the contributions received during the previous month. The donations listed on **Attachment 4** should also be applied to the monthly invoice in the appropriate funding columns, categories and line items.

**A-3.10.2** If the contribution changes the Salaries and Wages category, staffing structure or the number of families served, the Provider must submit a contract amendment rather than **Attachment 4-Additional Contributions**.

### A-3.11 Restrictions of Expenditures

Items expressly prohibited from purchase with these Subcontract funds include, but are not limited to, items such as flowers, awards, plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, decorative items, greeting cards, personal convenience items and promotional items. There are no promotional items that have a specific statutory authority. No promotional items are allowed to be purchased with these Subcontract funds. Promotional items include, but are not limited to ribbons, wrist bands, water bottles, lapel pens, mugs, or other items used to promote the site.

### A-3.12 Travel Reimbursement

**A-3.12.1 Mileage** - Will be reimbursed no higher than the State rate of \$.445 cents per mile. Any costs over this amount must be paid with Cash or In-Kind contributions.

**A-3.12.2 Meals** - Will be reimbursed at no higher than the following State rates of \$6 for breakfast, \$11 for lunch and \$19 for dinner. If a tip is provided, it may not be more than 20% of the check and may not exceed allowable meal expense as listed above. Any cost over this amount must be paid with Cash or In-Kind contributions. Alcohol will not be reimbursed. Actual itemized receipts must be provided upon request.

**EXHIBIT A SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE****A-4.1 Program or Service Specific Terms**

- A-4.1.1** Accelerated Services: HFF services offered to families who score 12 or less on the HFFAT in which they may move to Level 2 in less than six months once level change criteria have been met and may also complete services at an accelerated pace.
- A-4.1.2** Advisory Committee: A group that advises/governs the activities of planning, implementation and/or assessment of program services. The group includes individuals who represent public and private agencies or organizations with knowledge of programmatic and administrative issues related to the provision of prevention services for families and their children and may also include child advocates and parent leaders.
- A-4.1.3** Amendment: A document by which changes are made to an executed Subcontract. Changes requiring an amendment include, but are not limited to, adjustments in cost, services, time period and method of payment. Unless otherwise provided in the Subcontract, an amendment must be executed by both parties.
- A-4.1.4** Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean PROVIDER.
- A-4.1.5** Case Staffing: A meeting coordinated by the Provider with the Department of Children and Families (DCF), Community-Based Care staff, law enforcement agency and other service providers working with a family in the event a participant is referred to the Florida Abuse Hotline for an allegation of child maltreatment and the child protective investigation has a child maltreatment finding.
- A-4.1.6** Child Maltreatment: Any willful act or threatened act that results in any physical, mental or sexual injury or harm that causes or is likely to cause the child’s physical, mental or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.
- A-4.1.7** Circle of Parents: A mutual support and self-help program for parents that provides regular group meetings in a friendly, supportive environment led by parents and other caregivers.
- A-4.1.8** Connect: Brand name for Coordinated Intake and Referral managed by Healthy Start Coalitions
- A-4.1.9** Coordinated Intake and Referral (CI&R): A system that connects pregnant women, interconception women and families of children under the age of three to services to offset risk factors that may lead to poor pregnancy outcomes and/or poor developmental outcomes.
- A-4.1.10** CI&R Referral: A referral for services that comes to a HFF site through the CI&R system and is considered a positive screen
- A-4.1.11** Community-Based Care Lead Agency (CBC): A not-for-profit or government agency with which the Department Subcontracts for the delivery of foster care and related services.
- A-4.1.12** Community-Based Organization: A private or public agency that has the fiscal and administrative capacity to implement the Healthy Families Florida program and has experience in administering home visiting or other prevention programs.
- A-4.1.13** Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FAHSC.
- A-4.1.14** Child Protective Investigator (CPI): authorized agent in a professional position with the Department of Children and Families (Department) or a designated sheriff’s office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline.
- A-4.1.15** Child Protection Services (CPS): Child welfare services including case management and judicial services following verified child maltreatment.

- A-4.1.16** Enhanced Services: Additional or supplementary services offered by the HFF site that go beyond traditional or accelerated HFF services. Examples include, but are not limited to, family specialist services, navigator services, and Circle of Parents Groups.
- A-4.1.17** Family Engagement Specialist (FES): A direct service staff member with responsibilities related to the engagement and enrollment of new families. The FES manages referrals, outreach to families referred, offers HFF services, conducts the HFFAT, connects families to other services in the community and maintains relationships with referral sources.
- A-4.1.18** Family Goal Plan: An individualized working document that identifies the primary participant's family objectives and goals for home visiting services.
- A-4.1.19** Family Support Engagement Specialist (FSES): A direct services staff member who is a home visitor with responsibilities related to the engagement and enrollment of new families. The FSES manages referrals, outreach to families referred, conducts the HFFAT, offers HFF services, connects families to other services in the community and maintains relationships with referral sources. They are also responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.
- A-4.1.20** Family Support Specialist (FSS): A direct service staff member who is a home visitor. The FSS is responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.
- A-4.1.21** Florida Safe Families Network (FSFN): Formerly known as HSn, this is the State of Florida's web based statewide-automated child welfare information system.
- A-4.1.22** Focus Child: A child whose birth resulted in the family being eligible for HFF services
- A-4.1.23** Full-Time Equivalent (FTE): A position or positions whose total time worked in a week equals 40 hours.
- A-4.1.24** Healthy Families America (HFA): A national initiative based at Prevent Child Abuse America that accredits Healthy Families programs and maintains the program standards that are based on a set of core critical program elements that are designed to ensure the quality of all Healthy Families statewide systems and independent affiliate programs by offering technical assistance, managing the accreditation process and sponsoring relevant research.
- A-4.1.25** Healthy Families Florida (HFF): A nationally accredited community-based, voluntary home visitation program that is proven to prevent child abuse and neglect and other poor childhood outcomes by promoting positive parent-child relationships and child health and development. Home visiting services begin prenatally or soon after the birth of the baby and can last up to five years depending on the unique needs of the family. Families are also linked to a medical provider and other family support services they need during their participation in HFF. HFF is based on a set of research-based critical program elements and standards of the HFA model.
- A-4.1.26** Healthy Families Florida Assessment Tool (HFFAT): A validated risk assessment tool developed by HFF that considers the individual's history, strengths and current level of challenges that may place the newborn at high risk for poor childhood outcomes, including child maltreatment.
- A-4.1.27** Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996, as amended.
- A-4.1.28** Healthy Families Parenting Inventory (HFPI): A valid and reliable outcome measure that was designed to examine change in nine parenting domains: Social Support, Problem-Solving, Depression, Personal Care, Mobilizing Resources, Role Satisfaction, Parent/Child Interaction, Home Environment and Parenting Efficacy.
- A-4.1.29** Healthy Start Prenatal Screening Instrument (Universal Screening Tool/Prenatal Risk Screen): An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.
- A-4.1.30** HIPAA Regulations: 45 Code of Federal Regulations, Parts 160, 162 and 164.

- A-4.1.31** HIPAA Rules: Shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- A-4.1.32** Infant Risk Screen: A brief questionnaire administered shortly after the birth of a baby that helps the birthing facility to identify infants who are at increased risk of post-neonatal or infant mortality during the first year of life or at risk for adverse health and developmental outcomes.
- A-4.1.33** Limited English Proficient (LEP): LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.
- A-4.1.34** Mental Health Counselor: A licensed mental health counselor or clinical social worker who provides in-home counseling to participants who are experiencing mental health, substance abuse and/or domestic violence challenges.
- A-4.1.35** Mental Health Enhancement: A dual-model approach to expanding and enhancing Healthy Families services. The purpose of the enhancement is to improve access to treatment for participants experiencing substance abuse, mental health and domestic violence challenges. The model includes development of a Mental Health Counselor Program and a Behavioral Healthcare Navigator Program.
- A-4.1.36** Navigator: Assesses the participants' needs, develops a referral plan, coordinates referrals and conducts follow-up to ensure participants experiencing mental health, substance abuse and/or domestic violence challenges receive services from community providers.
- A-4.1.37** Other Child: Child other than the focus child living in the home of the HFF participant for whom the participant is the caregiver.
- A-4.1.38** Protected Health Information: Individually identifiable information created or received that relates to the past, present or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual. See Title 45, CFR, Part 160.103.
- A-4.1.39** Prenatal Risk Screen: An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.
- A-4.1.40** Primary Participant: A mother, father or relative caregiver who is responsible for the target child and any non-target child living in the home.
- A-4.1.41** Program Manager: A professional who is responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff.
- A-4.1.42** Safety Plan: A plan created to control present or impending danger using the latest intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or able to do so.
- A-4.1.43** Single Point of Contact (SPOC): Ensures effective communication with deaf or hard-of-hearing customers or companions
- A-4.1.44** State Fiscal Year (FY): A continuous twelve (12) calendar month period of time beginning on July 1 of each calendar year and ending on June 30 of each calendar year.
- A-4.1.45** Supervisor: A professional who is responsible for the ongoing supervision of a family support specialist or family engagement specialist.
- A-4.1.46** Targeted Geographic Service Delivery Area: A HFF service area within a county, multiple counties or a county that has a high incidence of child maltreatment or other risk factors identified by the Provider which may include population demographics, substance abuse, teen pregnancy or poverty.
- A-4.1.47** Target Population: All pregnant families and families with newborns who are at risk for adverse health and developmental outcomes, including but not limited to child maltreatment, who live in the service area of a HFF site.
- A-4.1.48** Traditional Services: HFF services offered to families who score 13 or more on the HFFAT or are receiving active CPS case management services. Traditional services follow all current HFA standards including minimum of six months on level one.

- A-4.1.49** Unable to Locate Referral (UTL): A referral from CI&R in which the family has not been contacted and an initial intake has not been completed. HFF sites are to conduct outreach and a record referral screen for services if the family is contacted. UTL is not considered a positive screen.
- A-4.1.50** Verified: When a preponderance of the credible evidence results in a determination that the specific injury, harm or threatened harm was the result of abuse or neglect, this finding is used.

## **EXHIBIT A SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

**A-6** See HFF Policies and Procedures Manual for clarification.

## **EXHIBIT A SECTION 7: OTHER TERMS**

### **A-7.9 Accreditation.**

- A-7.9.1** Maintain affiliation with HFA and be responsible for the designated annual affiliation fee upon notification by HFA.
- A-7.9.2** Ensure compliance with the HFA Best Practice Standards and the HFA Model.
- A-7.9.3** Participate in the HFA accreditation which includes the preparation of a self-assessment study when requested by HFF.

### **A-7.12 Employee Benefits**

Ensure that all HFF core management and direct service staff are hired by the lead entity or Subcontractor as employees and receive the same benefits provided to other employees of the lead entity or Subcontractor.

**EXHIBIT B - SCOPE OF WORK**

**B-1 Scope of Service.**

Services delivered under this Subcontract are restricted to Healthy Families Florida (HFF) Home Visiting Services. This prevention program uses intensive, evidence-based home visiting services to meet the needs of families. The program is designed to improve the development and life outcomes of children and preserve and strengthen families with a primary emphasis on prevention of child maltreatment.

**B-2 Major Subcontract Goals.**

**B-2.1 Program Goals, Process Objectives, Participant Outcomes and Indicators/ Measurements**

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents’ ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents’ ability to develop positive parent-child relationships
#6	Ensure that families’ social and medical needs are met
#7	Ensure families are satisfied with sites services

**B-3 Service Area/Locations/Times.**

**B-3.1** Services will be provided to eligible families who live in Polk county.

**B-3.2** The targeted zip code areas include: Countywide

**B-3.3** Services will be offered to eligible participants for a minimum of three years and up to five years, using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.

**B-4 Clients to be Served.**

**B-4.1** The **PROVIDER’s** performance will be assessed based on the number of active participants receiving services each month.

**B-4.2** The minimum number of families served per month for the term of this Subcontract shall be 364 per month for Fiscal Year 2025-2026. This includes 364 families using HFF dollars and other contributions.

**B-4.3** The PROVIDER shall maintain at least 310 active participants receiving services monthly, or 85% of its minimum number of families served of 364 participants or funding may be adjusted to align with lower level of services.

**B-5 Client Eligibility.**

**B-5.1.** Eligible primary participants are:

- B-5.1.1.** Clients who sign a Participant Agreement & Rights Form that includes an informed consent statement that the program is voluntary.
- B-5.1.2.** Clients who score “at risk” on initial risk screen or are referred by the Department, the Department of Juvenile Justice (DJJ), a Community Based Care Agency (CBC), Sherriff CPI or Early Childhood Court (ECC)
- B-5.1.3.** Expectant parents and parents or caregivers of newborns experiencing stressful life situations.
- B-5.1.4.** Clients who are at-risk families with children up to three (3) months of age at the time of the initial screen or referral.
- B-5.1.5.** Clients who live in a targeted geographic service delivery area.
- B-5.1.6.** Clients who have an open child protective investigation with pending findings of an allegation of child maltreatment.

- B-5.1.7.** Clients who are referred from the Florida Abuse Hotline
- B-5.1.8.** Clients who are actively receiving case management/child welfare services.
- B-5.1.9.** Clients who are actively engaged in Early Childhood Court services.
- B-5.1.10.** Pursuant to ss. 414.158(2)(a) and (b), F.S., eligible clients funded with Temporary Assistance to Needy Families shall meet the following criteria:
  - B-5.1.10.1.** The family includes a pregnant woman or a parent with one of more minor children or a relative caregiver with one or more minor children; and
  - B-5.1.10.2.** A voluntary assessment using the HFF assessment tool that indicates the family may benefit from services.
- B-5.1.11.** Pursuant to ss.414.095(2)(a), eligible clients funded with Temporary Assistance to Needy Families shall be a United States Citizen, or qualified non-citizen, as defined in ss.414.095(3), F.S.

## **B-6 Client Determination.**

- B-6.1** The Provider shall determine initial and on-going eligibility based on the terms and conditions of the contract and according to HFA standards and HFF policies and procedures.
- B-6.2** Initiate services prenatally and at the birth of the baby (up to three months of age). Families living in the targeted areas identified in Section B.3 as listed above will be voluntarily screened for eligibility.
- B-6.3** Sites must have established organizational relationships that ensure access to the target population for screening families to determine eligibility for HFF services. Screens may be offered prenatally and postnatally. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.
- B-6.4** Use the HFFAT to determine service levels.

## **B-7 Equipment/Property.**

### **B-7.1 Property**

- B-7.1.1.** The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
- B-7.1.2.** When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the

Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.

- B-7.2 Property Responsibility** - While such business arrangements may provide for Subcontractor participation in the use and maintenance of the property under their control, the OPFF/HFF shall hold the Provider solely responsible for the use and condition of said property.
- B-7.3 Property Title** - Title (ownership) to and possession of all property purchased by the Provider pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract. During the term of this Subcontract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this Subcontract. When property transfers from the provider to DCF, the Provider shall be responsible for paying for the title transfer.
- B-7.4 Property Provisions** - Any Subcontract entered into by the Provider shall include provisions imposing obligations equivalent to the above on the Subcontractor with regard to any property purchased by the Subcontractors with funds provided by this Subcontract. Such Subcontract shall specifically state that Title (ownership) to and possession of all property purchased by the Subcontractor pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract or the Subcontract, whichever first occurs.
- B-7.5 Information Technology Resource Purchase (IRR)** - The Provider must receive written approval from the OPFF/DCF prior to purchasing any Information Technology Resource or furniture with these Subcontract funds. The Provider will not be reimbursed for any Information Technology Resource or furniture purchases made prior to obtaining OPFF's approval. When purchasing technology equipment or furniture, the Provider must follow the **Attachment 23 – Protocol for Purchase of Property**, which includes instructions for submitting an **Attachment 22 - Information Resource Request (IRR)** form. If the IRR has property listed for disposal, then **Attachment 28 - Property Inventory and Disposal Form** will also need to be submitted with the IRR. All of these documents will be located in the HF Resource Library located at [http://www.healthyfamiliesfla.org/resource\\_login.asp](http://www.healthyfamiliesfla.org/resource_login.asp).
- B-7.6 IRR Funding** - A formal Subcontract budget amendment is required prior to the purchase of any property item not specifically listed in the approved budget under the Operating Capital Outlay category.
- B-7.7 Information Technology Resource Disposal** - If the Provider replaces or disposes of property purchased by the Provider pursuant to this Subcontract (with HFF Grant Funding), the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's property inventory. When disposing of technological equipment or furniture, the provider must follow **Attachment 24 - Protocol for the Disposal of Property** which includes instructions for **Attachment 28 - Property Inventory and Disposal Form**.
- B-7.8 Property Inventory** - If any property is purchased by the Provider with funds provided by this **Subcontract**, the Provider shall inventory all nonexpendable property, with a value or cost of \$1,000 or more and/or has a normal expected life of greater than one (1) year, including all computers and furniture. Regardless of the acquisition cost or value, all technology (including but not limited to computers, including desktop, laptop computers, tablets) and specialty software other than Windows and Microsoft Office Suite must also be included in the inventory. By May 20<sup>th</sup> the provider shall submit a **"DRAFT" Attachment 28 - Property Inventory and Disposal Form** of all such property to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org). By June 21<sup>st</sup> the Provider shall submit a **"FINAL" Attachment 28 - Property Inventory and Disposal Form** of all such property to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org). This applies whether new purchases have been made or not. This list should contain all items purchased with OPFF/ HFF funds since the inception of the Sub-contractual relationship with the OPFF/ HFF. This document will be located in the HF Resource Library located at [http://www.healthyfamiliesfla.org/resource\\_login.asp](http://www.healthyfamiliesfla.org/resource_login.asp).
- B-7.9 Property Inventory Requirements** – Per **Attachment 29- Protocol for the Cumulative Property Inventory List**, the inventory shall include, at minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and

description of the components making up the group; name, make, manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost. The HFF contract specialist shall provide disposition instructions to the Provider prior to the end of the Subcontract period. The Provider cannot dispose of any property that reverts to the OPFF/Department without the HFF assistant director's approval. The Provider shall furnish a Final inventory by June 25 of each state fiscal year of the Subcontract, before the completion or termination of this Subcontract. The Final inventory shall include all nonexpendable property including all computers purchased by the Provider. The Final inventory shall contain, at minimum, the same information required by the annual inventory.

**B-7.10** The Provider hereby agrees that all inventories required by this Subcontract shall be current, accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the OPFF/HFF and shall be used in place of the original acquisition cost.

## **B-8 Subcontract Limits.**

### **B-8.1 Requirements of Section 287.058, Florida Statutes, (F.S.)**

The Provider shall provide units of deliverables, including reports, findings and drafts, as specified in this Subcontract. These deliverables must be received and accepted by the HFF Subcontract specialist in writing prior to payment. The Provider shall submit invoices as specified in Section C. Travel expenses shall be in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. If rates are higher than what is allowed by the state, funds other than HFF grant funds must be used to make up the difference. To allow public access to all documents, papers, letters or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1), F.S., made or received by the provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of Subcontract for which the OPFF may unilaterally terminate this Subcontract.

### **B-8.2 All Terms and Conditions Included**

This Subcontract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations or agreements, either verbal or written between the parties. If any term or provision of this Subcontract is legally determined unlawful or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

The attachments are as follows:

**Attachment 1** - Financial and Compliance Audit Instructions

**Attachment 2** - HIPAA Addendum

**Attachment 3** - Fiscal Documents Workbook

- **Attachment 3a** - Budget and Revenue Summary
- **Attachment 3b** - Monthly Invoice, Revenue Summary and Payment Request
- **Attachment 3c** - Request to Revise Budget with Amendment
- **Attachment 3d** - Request to Revise Budget with Adjustment

**Attachment 4** - Additional Contributions

**Attachment 5** - Certification Regarding Lobbying

**Attachment 6** - Civil Rights Compliance Checklist

**Attachment 7** - Single-Point-of-Contact Information

**Attachment 8** - Organizational Chart

**Attachment 9** - Mental Health Counselor Enhancement (If applicable to this subcontract)

**Attachment 10**- Behavioral Navigator Enhancement (If applicable to this subcontract)

**Attachment 11**- Circle of Parents (If applicable to this subcontract)

**Attachment 12**- Certification of Executive Compensation Reporting Requirements

**The following forms will be found on the HFF Website <http://www.healthyfamiliesfla.org/> in the Resource Library in the “Contract Related Forms”.**

**Attachment 13-** MOA Template

**Attachment 14-** Quarterly Narrative Report

**Attachment 15-** DCF Security Agreement Attestation

**Attachment 16 -** Foundations of Disability Rights Form

**Attachment 17-** HFF Standards of Confidentiality and Information Sharing Form

**Attachment 18-** Affidavit of Understanding of Confidentiality

**Attachment 19-** Protocols Ensuring the Protection of Human Subjects

**Attachment 20-** DCF Letter of Affidavit on Level 2 Background Screening

**Attachment 22 -** Information Resource Request Form

**Attachment 23-** Protocol for Purchase of Property

**Attachment 24-** Protocol for the Disposal of Property

**Attachment 25-** Protocol for Stolen-Lost-Destroyed Technology Equipment

**Attachment 26-** Protocol for Catastrophic Loss of Technology Equipment

**Attachment 27-** Property Transfer Document

**Attachment 28-** Property Inventory and Disposal Form

**Attachment 29-** Protocol for the Cumulative Property Inventory List

**Attachment 30-** Live Scan Background Screening Submission Form

**Attachment 31-** Affidavit of Good Moral Character

**Attachment 34-** Notification-Investigation Request CF 1934 Word version

**Attachment 35-** Promoting Safe and Stable Families Report (PSSF) (If applicable to this subcontract)

**Attachment 36-** Letter of Affidavit for E-Verify

**Attachment 37–** Monthly Number Served Report (pulled from Performance Management System)

**Attachment 38-** Foreign Countries of Concern Attestation

**Attachment 39-** Common Carrier Attestation

**Attachment 40-** Office of Inspector General’s Request for Reference Check CF0774

**The following attachments will be found by clicking on the links provided:**

➤ **Attachment 32 -** Form I-9, Employment Eligibility Verification:

(<http://www.uscis.gov/sites/default/files/files/form/i-9.pdf>)

**The following forms will be sent by the contract specialist upon notification of updates from the specified Agencies or upon request:**

➤ **Attachment 21 -** Letter of Affidavit for DCF Required On-line Training

➤ **Attachment 33 -** Advance Payment Request

**EXHIBIT C - TASK LIST**

**The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:**

**C-1. Service Tasks.**

**C-2.1 Manner of Service Delivery** - The Provider agrees to implement the HFF program based on the following critical elements/standards established by HFA and HFF:

- C-1.1.1 Referrals for HFF Services** - Initiate services prenatally and at the birth of the baby (according to HFF policies and procedures). Families living in the targeted areas identified in Exhibit B, Section 3 will be voluntarily screened for potential eligibility. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.
- C-1.1.1.1.** Referrals from CI&R constitute a positive screen and may be from a Prenatal Risk Screen, Infant Screen or other source.
  - C-1.1.1.2.** Referrals from the Department, CBCs, Department of Juvenile Justice and Early Childhood Court are considered positive screens and do not require use of the HFF Record Screen/Referral Form.
  - C-1.1.1.3.** In counties where Sheriffs are local law enforcement child protective investigators, referrals from Sheriffs are considered positive screens and do not require use of the HFF Record Screen/Referral Form.
  - C-1.1.1.4.** The HFF Record Screen/Referral Form will be used prenatally or postnatally for referrals from other agencies, self-referrals and in hospitals where an infant risk screen is not used. The Partner Referral Form will be used by specific partnering agencies (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) to refer families to the program and bypass the scoring requirement.
- C-1.1.2 Assessments** - Sites must have a system for offering assessments prenatally and postnatally to families who choose to participate according to the timeline established in HFF Policies and Procedures. Sites must use the HFFAT for assessment purposes and the tool must be administered by a trained and certified staff member.
- C-1.1.3 HFFAT** - Use the HFFAT to develop a service plan for enrolled families and to identify families who participate in accelerated or traditional services as described in HFF Policies and Procedures.
- C-1.1.4 Home Visiting Services** - Offer home visiting services to families that volunteer to participate and provide positive outreach efforts to build family trust.
- C-1.1.5 Participant Forms** - Have every individual who volunteers to participate in HFF sign forms provided by HFF as outlined in the HFF Policies & Procedures, including but not limited to the following:
- C-1.1.5.1.** Participant Agreement and Rights;
  - C-1.1.5.2.** Participant Confidentiality; and
  - C-1.1.5.3.** Limited Authorization to Exchange Information.
- These forms can be found on the HFF Website <http://www.healthyfamiliesfla.org/> in the Resource Library. Any deviation from these forms provided by HFF must be submitted to the HFF Assistant Director and approved by HFF prior to use.
- C-1.1.6 Length of Participant Services** - Services must be offered for a minimum of three years. Services may last for up to five years using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.
- C-1.1.7 Cultural Awareness Requirements** - Provide services that are sensitive to and that respect the cultural differences among participants. Staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

**C-1.1.8 Program Focus** - Provide program services focused on supporting parents and families, encouraging the interaction of both parents with their children, when appropriate, supporting parent-child interaction and child development and discussing health and safety practices with the family.

**C-1.1.9 Referrals for Ancillary Services** - Link all families to a medical provider to assure optimal health and development, such as timely immunizations and well-child care. The Provider will also provide linkages to additional services such as financial, food and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, domestic violence shelters, health insurance and other health services including family planning, depending on the families' needs. Sites must be knowledgeable of community resources and programs and will make appropriate agency referrals for participants being served.

**C-1.1.9.1.** Children who are eligible for Medicaid shall be referred to Child Health Check-Up, also known as Early Periodic Screening, Diagnosis and Treatment (EPSDT) services.

**C-1.1.9.2.** Provide opportunities for families to be involved in existing neighborhood support systems, such as faith-based organizations, schools, community centers and peer support groups.

**C-1.1.10 Caseload Expectation** - Ensure home visiting services are provided by FSSs with limited caseloads according to the following requirements:

**C-1.1.10.1** Full-time FSS staff maintains weighted caseloads of not greater than 1:25 overall and 1:15 for the most intensive services.

**C-1.1.10.2** Full-time FSS staff do not exceed a case weight of thirty points.

**C-1.1.10.3** Each Provider/Subcontractor shall maintain the proper number of staff necessary to successfully implement the HFF program.

**C-1.1.10.4** The Provider's performance will be assessed quarterly based on the number of active participants receiving services each month.

**C-1.1.11 Staff Selection** - Staff shall be selected based on their interpersonal skills (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, etc.), knowledge of community resources, willingness to work with or experience working with culturally diverse communities and families and skills necessary to perform the job, as detailed in Section C-2.2 and HFF Policies and Procedures.

**C-1.1.12 Staff Experience** - Staff should have a framework, based on education or experience for handling the variety of experiences they may encounter when working with high-risk families. Minimum qualifications for core positions are included in Section C-2.2 and HFF Policies and Procedures.

**C-1.1.13 Staff Training** - HFF staff must receive intensive pre-service and in-service training specific to their role to understand the essential components of family assessment and home visitation according to the HFF Policies and Procedures.

**C-1.1.14 Staff Supervision** - Conduct ongoing, effective supervision for FSSs and FESs. The provider agrees to ensure adequate staffing so that FESs and FSSs receive ongoing weekly supervision according to HFF Policies and Procedures. The full-time direct supervisor to full-time staff ratio should not exceed 1:6.

**C-1.1.15 Advisory Committee** - Establish an advisory committee to serve in an advisory capacity in the planning and implementation of program related activities and to assess the progress of program activities.

**C-2.2 Manner of Service Delivery for Enhanced Services** - Refer to applicable Enhanced Services attachment as contracted for all services to be provided, contract deliverables, reports and the manner of service provision

## **C-2. Administrative Tasks.**

### **C-2.1 Staffing**

#### **C-2.1.1 Staff Composition Table**

The staff composition funded by HFF dollars and contributions is identified in the following table and based on a 40-hour work week.

<b>Polk Non-HFF Core Positions</b>	<b>Total # of FTEs</b>	<b># of FTEs Funded by HFF Dollars</b>	<b># of FTEs Funded by Cash Contributions</b>	<b># of FTEs Funded by Other Funding</b>
Secretary I	3	1.50	1.0	.50
Secretary II	1	0.75	0.25	0
Clinician	1	0	0	1
Clinical Manger	1	0	0	1
<b>SUBTOTAL FTE</b>	<b>6</b>	<b>2.25</b>	<b>1.25</b>	<b>2.5</b>
<b>Polk HFF Core Positions</b>	<b>Total # of FTEs</b>	<b># of FTEs Funded by HFF Dollars</b>	<b># of FTEs Funded by Cash Contributions</b>	<b># of FTEs Funded by Other Funding</b>
Program Manager	1	0.75	0.25	0
Asst. Program Manager	2	1.25	0	.75
Supervisors	5	3	1	1
FES	3	.5	0	2.5
FSES I	16	9	4	3
FSES II	7	3.75	1.25	2
FSES III	3	1.5	1.5	0
<b>SUBTOTAL FTE</b>	<b>37</b>	<b>19.75</b>	<b>8</b>	<b>9.25</b>
<b>TOTAL FTE</b>	<b>43</b>	<b>22</b>	<b>9.25</b>	<b>11.75</b>

**C-2.1.2 Organization Chart** - Include a **black and white (No Colors) Attachment 8** - Organizational Chart using either Word or PowerPoint programs. **Attachment 8 - Organizational Chart** shall indicate a flow of command and include not only the lead entity position providing oversight but should also include all positions providing HFF services. Include all core position titles listed under “Salaries & Wages” in the budget, the number of FTEs and the funding source (if there is more than one funder). If the funding for a position is split, provide the breakout by HFF/contribution/other FTEs.

**C-2.2 Professional Qualifications**

**C-2.2.1. Assessment** - Assessment services are provided by a trained and certified FES or FSES using the HFFAT and the assessment protocol described in HFF Policies and Procedures.

**Family Engagement Specialist (FES)** - Must have, at a minimum, a bachelor’s degree with one (1) year of experience in working with families and children; or an associate’s degree plus two (2) years’ experience working with families; or a Child Development Associate (CDA) plus three (3) years’ experience working with families; or a high school (H.S.) diploma or General Education Development (GED) plus four (4) years’ experience working in a home visiting program (a bachelor’s degree is preferred by HFF). FESs must have the following skills, experience and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

**C-2.2.2. Home Visiting** - If a family screens eligible for HFF services and volunteers to participate, a FSS is assigned to provide home visiting services based on HFA/BPS standards and HFF Policies and Procedures.

**Family Support Specialist (FSS)** - Must have, at a minimum, a H.S. diploma or GED and one (1) year of experience working with diverse families and children. FSSs must have the following skills, experiences and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

**C-2.2.3. Supervision - Supervisors** - Must have, at a minimum, a Master’s degree or a bachelor’s degree with three (3) years of experience working with diverse families and children or less than a bachelor’s degree with four (4) years of commensurate HFA experience (a master’s degree is preferred by HFF). The Supervisor must have the following skills, experiences and abilities: a solid understanding and experience in supervising diverse staff with humility, as well as providing support in stressful work environments, knowledge of infant and child development and parent-child attachment, experience with family services that embrace the concepts of family-centered and strength-based service provision, knowledge of parent infant health and dynamics of child abuse and neglect, experience supporting culturally diverse communities/families, experience in home visitation with a strong background in early childhood prevention services, willingness to engage in building reflective practice, experience with reflective practice.\_

**C-2.2.4. Program Management**

**Program Manager (PM)** - Will be responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff. Additional duties of the program manager include but are not limited to: site compliance with Subcontract, if applicable, developing an internal quality assurance system, tracking program spending, reviewing data for accuracy, assuring timely entry of data into the HFF Tracking System and the HFF Staff Management System, preparing the quarterly and annual reports as required and acts as a liaison to HFF.

The program manager must have, at a minimum, a Master’s degree or a bachelor’s degree with three (3) years’ experience and a solid understanding and experience in managing diverse staff with humility and administrative experience in human service or related program(s), including experience in quality assurance and continuous quality improvement, and willingness to engage in building reflective practice. If the program manager is supervising an FSS/FES, then the program manager also must meet the requirements for the Supervisor.

**C-2.3 Subcontracting**

**C-2.3.1. Lead Agency** - Polk County, a political subdivision of the State of Florida (HF Polk), is the lead entity and has overall fiscal and programmatic responsibility for the program.

**C-2.4 Collaborative Partnerships** - The following agencies/organizations/individuals have expressed their support and commitment to the implementation and development of the HFF site.

**C-2.4.a Cash Contributors: \$394,811.00**

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	\$394,811.00	Monies will be used to fund personnel services ashnd operating costs associated with Healthy Families Polk.	Polk

**C-2.4.b In-Kind Contributors: NA**

**C-2.4.c Other Funding: \$1,333,760.00**

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	\$1,333,760.00	Funding is for personnel services and operating costs associated with Healthy Families Polk	Polk

**C-2.4.c Memorandum of Agreement (MOA)** - Provider agrees to develop and maintain a current Memorandum of Agreement with other home visiting programs/services and family support programs/services that are available in the area to ensure an integrated service delivery system for families MOAs may have term lengths between one (1) and five (5) yrs (dependent on partner agency requirements). The MOAs must be reviewed annually between HF and the partners, any revisions must be documented. MOAs are required for, but are not limited to, the following providers (if available in the county(ies) served).

Type of Agency or Program	MOA Agency Name	Detailed Type of Service	County Covered by MOA	Date MOA Expires
Early Learning Coalition	Early Learning Coalition of Polk County	Early educations and care for children birth to give.	Polk	6-30-2030
Nurse Family Practitioner (NFP)	No longer provide services in Polk County	No longer provide services in Polk County		
Hospital	Winter Haven Hospital	Medical services and referrals	Polk	6-30-2030
Local Healthy Start Provider	Healthy Start Coalition of Polk, Hardee, and Highlands	Risk Screening and Care Coordination services and referrals	Polk	6-30-2030
County Health Department	Polk County Health Department	Medical services and referrals	Polk	6-30-2030
Community -Based Care Lead Agency (CBC)	Heartland for Children	Provide Community Base Care services for Polk County	Polk	6-30-2030
Child Protection (DCF or Sheriff’s Office)	Florida Department of Children and Families	Child Protection Services	Polk	Per DCF HQ No MOA Needed
Parents as Teachers (PAT)		Not in our service area		
Florida First Start		Not in our service area		
Home Instruction for Parents of Preschool Youngsters (HIPPY)		Not in our service area		
Even Start		Not in our service area		
Early Steps	Bay Area Early Steps	Screenings for developmental delays for children 0 to 36 mos.	Polk	6-30-2030
Early Head Start	Agricultural and Labor Program, Inc.	Promotes School readiness for children between 3-5 years of age.	Polk	6-30-2030
Head Start	Polk County Public School Board	Early Literacy and School Readiness	Polk	6-30-2030
Voluntary Prekindergarten	Polk County Public School Board	Early literacy for 4 year old children.	Polk	6-30-2030
Mental Health Partner	Winter Haven Behavior Health	Mental Health treatment services	Polk	6-30-2030

Substance Abuse Partner	Tri-County	Substance Abuse treatment services	Polk	6-30-2030
Substance Abuse Partner	Peace River Center	Substance Abuse	Polk	6-30-2030
Domestic Violence (DV) Partner	Peace River Center	Domestic Violence	Polk	6-30-2030
Teen Parent Program	Polk County Public School Board	Public education and support to teen parents	Polk	6-30-2030
Child Care Centers	No MOU			

## C-2.5 Records and Documentation

### C-2.5.1. Staff Vacancies

- C-2.5.1.1** Notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within five (5) working days of any site staff vacancies. If the program manager or a supervisor position becomes vacant, the site must submit a written transition plan to the HFF assistant director and [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within ten (10) working days of the vacancy.
- C-2.5.1.2** Notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within five (5) working days via e-mail when a staff position that has access to Florida Safe Families Network becomes vacant, so that access can be terminated.
- C-2.5.1.3** Notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) of any position that remains vacant for thirty (30) working days or more.
- C-2.5.1.4** In the event that a vacancy is created by an employee entering a family medical leave status, short-term disability, long-term disability status, or another long-term leave status, and the employee has exhausted all available paid leave hours (vacation, sick or paid time off), and the vacated position has not been temporarily filled within twenty (20) weekdays of exhaustion of all of the employee's paid leave hours, then the monthly invoice may not include costs related to that staff position. Provider shall notify the HFF Assistant Director within five (5) weekdays of employee's request to utilize any of the above listed leave status(s).

### C-2.5.2. Employee Eligibility Verification Requirements

- C-2.5.2.1** The Provider shall:
- Enroll as a provider in the E-Verify program within 30 calendar days of Subcontract execution.
  - Verify all new HFF Grant and Contribution funded employees, including subcontracted employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility.
  - Complete and submit a notarized **Attachment 36** - Letter of Affidavit for E-Verify FY 25-2 with the submission of this subcontract/amendment. **Attachment 36** - Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.
  - All new HFF Grant and Contribution funded employees, including Subcontracted employees, assigned by the Provider/Subcontractor to perform work pursuant to the Subcontract with the OPFF and Department, shall be verified as employment eligible within three (3) business days after the date of hire; and
- C-2.5.2.2** The Provider shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program enrollment.
- The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such cases, the Provider will be referred to a DHS or SSA suspension or debarment official.
  - During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph (a) of this clause, if the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

**C-2.5.2.3 Web site** - Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security Website <http://www.dhc.gov/E-Verify>.

**C-2.5.2.4 Individuals previously verified** - The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee, including Subcontracted employees, whose employment eligibility was previously verified by the Provider through the E-Verify program.

**C-2.5.2.5 E-Verify Grandfather Clause** - Individuals performing work prior to the E-Verify requirement - Employees, including Subcontracted employees, assigned to and performing work pursuant to this Subcontract prior to February 04, 2011, do not require employment eligibility verification through E-Verify.

**C-2.5.2.6 Evidence** - Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

**C-2.5.2.7 Subcontracts** - The Provider shall include the requirements of this clause, including this paragraph (f) (appropriately modified for identifications of the parties), in each Subcontract.

### **C-2.5.3. Employee Requirements**

**C-2.5.3.1.** Have every employee, intern/volunteer upon hire, sign the following forms that are to be filed in each employee's personnel file:

**C-2.5.3.1.1. Attachment 15 - DCF Security Agreement Form.** This form shall also be signed upon hire and annually, upon DCF notification of updates, by all site staff;

**C-2.5.3.1.2. Attachment 16 - Foundations of Disability Rights Attestation**

**C-2.5.3.1.3. Attachment 17 - Healthy Families Florida Standards of Confidentiality and Information Sharing;**

**C-2.5.3.1.4. Attachment 18 - Affidavit of Understanding of Confidentiality;**

**C-2.5.3.1.5. Attachment 31 - DCF Affidavit of Good Moral Character**

**C-2.5.3.1.6. Attachment 32 - Form I-9, Employment Eligibility Verification** located at <https://www.uscis.gov/i-9>

### **C-2.5.4. Employment Documentation**

**C-2.5.4.1.** Maintain the following documentation in each employee's personnel file:

- a. A resume or job application including at least a two-year employment history check with starting dates, termination dates and the reason for termination;
- b. A job description for each employee along with documentation;
- c. A copy of the employee's diploma/GED or college degree, if required for the position;
- d. A minimum of three verified employment references; and
- e. A copy of a valid driver's license, if the employee is required to drive as part of their job duties.

**C-2.5.4.2.** Maintain annual performance evaluations and any disciplinary actions taken in the employee's personnel file.

### **C-2.5.5. Employment Screening**

**C-2.5.5.2.** Ensure that all staff, including interns/volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:

- a. Employment history checks;
- b. Fingerprinting for all criminal records checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement;
- d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

### **C-2.5.6. Level 2 Background Screening**

- C-2.5.6.1.** Pay for Level 2 background screening checks on potential staff and obtain the results indicating they are cleared, prior to hiring them. The OPFF and the Department strongly encourage the Provider to use **Attachment 30 - Live Scan Background Screening Submission Form** located at <http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf> as opposed to hand card submissions, since it will take less time to receive the results. The Provider shall maintain the results of the screening either in an employee's personnel file or in a centralized background screening file located in the local personnel office.
- C-2.5.6.2.** Ensure that all staff are rescreened no less than five (5) years from their previous Level 2 background screening date
- C-2.5.6.3.** Submit an original notarized **Attachment 20- DCF Letter of Affidavit on Level 2 Background Screening** checks to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) attesting that all employees have been screened or re-screened, each fiscal year by November 30th. No facsimiles or scanned copies will be accepted. For HFF monitoring purposes, the Provider shall keep a list on file of all HFF grant and contribution funded staff employed, including employees of Subcontractors that are working as of October 1, each fiscal year. The list should include whether the staff have been screened or re-screened and that they were cleared.
- C-2.5.6.4.** Conduct and document at least three reference checks from unrelated individuals (preferably supervisors) on each HFF grant and contribution funded staff member selected for hire. Maintain results of the reference checks in each employee's personnel file.

### **C-2.6 Reports (programmatic and to support payment)**

- C-2.6.1 Data Submission** - The Provider will input all screening, assessment and participant data into the HFF Tracking System as detailed in Section C-3.2.
- C-2.6.2 Thriving Together Action Plan** - Submit an annual **Thriving Together Action Plan** to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) by May 15<sup>th</sup>.
- C-2.6.3 Annual Service Review** - Submit a **Annual Service Review**, including all descriptions, analyses and plans according to instructions provided by the HFF central office, on the previous fiscal year to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) by October 15<sup>th</sup>.
- C-2.6.4 HHS Monthly Summary Report Verification** - Verification email from the Office of Civil Rights will be due close of business by the 3rd calendar day of the following month as detailed in Exhibit A1-7 and A1-9.
- C-2.6.5 Attachment 14 - Quarterly Narrative Report (QNR)** – By the 15<sup>th</sup> of the month following each quarter, the Program Manager shall deliver a quarterly report containing a success story(ies) via e-mail to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) for the previous quarter using the revised **Quarterly Narrative Report**. Sites delivering Mental Health Counselor, Navigator or Circle of Parents services must also complete the applicable sections of the QNR.
- C-2.6.6 Attachment 37 - Monthly Number Served Report** – By the 15<sup>th</sup> of the month following each month, the Program Manager shall deliver a monthly report containing numbers served for each month via e-mail to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) for the previous month using the **Monthly Numbers Served Report** located in the Performance Management System.

**C-3. Standard Subcontract Requirements.** Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Subcontract.

#### **C-3.1 Required Participation**

- C-3.1.1 HFF Leadership Meeting** - Attend the HFF Leadership Meeting in its entirety unless pre-approved by HFF Executive Director.
- C-3.1.2 Program Managers' Conference Calls** - Program managers must participate in the monthly Program Managers' Conference Calls and convey information to staff, as needed. If circumstances arise in which the program manager is unable to attend, the Provider must notify contract specialist via email to [HFFdeliverables@ounce.org](mailto:HFFdeliverables@ounce.org) with the reason for the absence and the name of the person who will represent the program manager on the call.
- C-3.1.3 Enhanced Services Conference Calls** – Sites delivering enhanced services must participate in the applicable conference calls as scheduled by HFF.

**C-3.2 Data Quality** - Ensure data quality as follows:

- C-3.2.1** Use the HFF data management systems maintained and hosted by the OPFF. The Provider will provide the computer hardware and software as well as the Internet resources necessary to utilize the HFF data management systems and the OPFF/ HFF FTP site.
- C-3.2.2** Collect and enter data necessary to support ongoing program performance management and evaluation. The Provider will ensure that there is adequate staffing to support data collection and entry as well as data quality assurance.
- C-3.2.3** Perform monthly quality assurance reviews for data accuracy and completeness. The Provider will maintain hard copy backup documentation for all data. The provider will input all screening, assessment and participant data into the HFF Tracking System by the 10<sup>th</sup> of the month following the month in which the service occurred. All staff data must be updated in the HFF Staff Management System by the 10<sup>th</sup> of the following month when there is a change in staffing. Staff closure dates must be entered on the date the staff leaves the position. Late submission of data may result in payment being withheld.
- C-3.3 Program Amendment** - Submit a program amendment if there are any changes in the program's service delivery, targeted areas for services and staffing patterns. Prior written approval from the HFF assistant director is required for any program changes. The request must outline the circumstances for requesting change. A statement must also be written as to how this change will enhance the quality of services. Submit Attachment 3c – Request to Revise Budget per guidelines provided by contract specialist.
- C-3.4 Contract Performance** - Be solely and uniquely responsible for the satisfactory performance of the tasks, activities and deliverables as described in this Subcontract. By execution of this Subcontract, the Provider recognizes its singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and shall be fully accountable for the performance thereof.
- C-3.5 Community Education** - Educate community partners and the public on HFF and the benefits of the program.
- C-3.6 Mental Health Counselor Enhancement** - Adhere to the provisions for Family Specialist Enhancement as listed in section C-2.6 and **Attachment 9- Mental Health Counselor Enhancement** if applicable.
- C-3.7 Navigator Enhancement** - Adhere to the provisions for Navigator Enhancement as listed in section C-2.6 and **Attachment 10- Navigator Enhancement** if applicable.
- C-3.8 Circle of Parents Enhancement** - Adhere to the provisions for Circle of Parents Enhancement as listed in section C-2.6 and **Attachment 11- Circle of Parents** if applicable.
- C-3.9 Comply with Authorities** - The Provider shall request written technical assistance from the HFF assistant director when deemed necessary to facilitate compliance with these authorities. The OPFF's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations or performance under the terms of this Subcontract.
- C-3.10 Protected Health Information** - Adhere to restrictions and conditions governing confidential Protected Health Information (PHI) [45 CFR 164.504(e)(2)(ii)]:
  - C-3.10.1** The Provider agrees not to use or disclose PHI except as permitted or required by this Subcontract, state or federal law.
  - C-3.10.2** The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Subcontract or applicable law.
  - C-3.10.3** The Provider agrees to report to the OPFF/ HFF any use or disclosure of the information not provided for by this Subcontract or applicable law.
  - C-3.10.4** The Provider hereby assures the OPFF/HFF that if any PHI received from the OPFF/HFF, or received by the provider on the OPFF's/HFF's behalf, is furnished to provider's Subcontractors or agents in the performance of tasks required by this Subcontract, that those Subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
  - C-3.10.5** The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
  - C-3.10.6** The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

- C-3.10.7** The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- C-3.10.8** The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the OPFF/HFF or created or received by the Provider on behalf of the OPFF/HFF available for purposes of determining the provider's compliance with these assurances.
- C-3.10.9** The Provider agrees that at the termination of this Subcontract, if feasible and where not inconsistent with other provisions of this Subcontract concerning record retention, it will return or destroy all PHI received from the OPFF/HFF that the provider still maintains regardless of form. If not feasible, the protections of this Subcontract are hereby extended to that PHI, which may then be used only for such purposes as making the return or destruction infeasible.
- C-3.10.10** A violation or breach of any of these assurances shall constitute a material breach of this Subcontract.
- C-3.11 HFF Child Protection Services** – Adhere to all Child Protection Services policies for determining eligibility, reporting abuse and neglect, working with families that become involved in CPS and reporting all removals and child deaths to the HFF senior program coordinator.
- C-3.12 TANF** - Complete a TANF status form in cooperation with all families enrolled in the HFF program for purposes of tracking the TANF status of participants. This information does not impact eligibility for HFF services.
  - C-3.12.1.** The forms must be completed and the results entered into the HFF Tracking System no later than the fifth home visit.
  - C-3.12.2.** The original form must be maintained in the participant's record for audit purposes.
  - C-3.12.3.** The site must use the TANF status form provided by HFF.
  - C-3.12.4.** The site must annually re-determine the TANF status of any family actively enrolled in HFF by July 31 of each fiscal year using a new TANF status form.
- C-3.13 Participant Satisfaction Survey** - Distribute Participant Satisfaction Survey questionnaires provided by the OPFF/ HFF in printed or digital format during the month of September to all enrolled families. The site must use the Participant Satisfaction Survey questionnaire developed by HFF according to the HFF policy.

**EXHIBIT D – DELIVERABLES****D-1 Deliverables Table.**

<b>Title</b>	<b>Due Date</b>	<b>Send To</b>	<b>Reference</b>
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 <a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the Subcontract/Amendment	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Attachment 2
Attachment 3a – Initial Budget and Revenue Summary	Upon execution of the Subcontract/Amendment	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Attachment 3a
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.2.4 Attachment 5
Attachment 6 - Civil Rights Compliance Checklist		<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.1.1.3 Attachment 6
Attachment 36 – Letter of Affidavit for E-Verify		<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 7.8.1 Attachment 36
Attachment 38- Foreign Countries of Concern Attestation		<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.2.2 Attachment 38
Attachment 39- Common Carrier Attestation		<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.2.1 Attachment 39
Attachment 7 - Single-Point-of-Contact Information Updates		Upon execution of the Subcontract/Amendment and any changes since last submission	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>
Attachment 8 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit C-2.1.2
Attachment 21 - Letter of Affidavit for DCF Required On-line Training	Upon notification from HFF Central Office	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Sections 4.1.1.3.7, 5.3.3.3, and 5.4.3
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3 <sup>rd</sup> falls on a holiday or weekend, then it will be due the Friday before the 3rd	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	<a href="mailto:Imarlowe@ounce.org">Imarlowe@ounce.org</a>	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 37 – Monthly Numbers Served Report		<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit C-2.6.6

Attachment 14 - Quarterly Narrative Report	July 15, 2025 October 15, 2025 January 15, 2026 April 15, 2026	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit C-2.6.5
	July 15, 2026 October 15, 2026 January 15, 2027 April 15, 2027		
	July 15, 2027 October 15, 2027 January 18, 2028 April 17, 2028		
	July 17, 2028 October 16, 2028 January 16, 2029 April 16, 2029		
	July 16, 2029 October 15, 2029 January 15, 2030 April 15, 2030		
Auxiliary Aids and Services Plan	July 30, 2025 July 30, 2026 July 30, 2027 July 31, 2028 July 30, 2029	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.1.1.3.9
Proof of Insurance Coverage	September 30, 2025 September 30, 2026 September 30, 2027 September 29, 2028 September 28, 2029	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section 4.8
Annual Service Review	October 15, 2025 October 15, 2026 October 15, 2027 October 16, 2028 October 15, 2029	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit C-2.6.3
Attachment 20 - Notarized Affidavit of Level 2 Background Screening	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Sections 4.16, C-2.5.5 and C-2.5.6
HFF Site Policies and Procedures	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Section D-3
Emergency Preparedness Plan	March 31, 2026 March 31, 2027 March 31, 2028 March 30, 2029 March 29, 2030	<a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a>	Per Exhibit D-2

<p>Thriving Together Action Plan</p>	<p>May 15, 2026                      May 17, 2027                      May 15, 2028                      May 15, 2029                      May 15, 2030</p>	<p><a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a></p>	<p>Per Exhibit C-2.6.2</p>
<p>Attachment 28 - Property Inventory and Disposal Form</p>	<p><b>DRAFT</b> - May 20, 2026  <b>FINAL</b> - June 22, 2026  <b>DRAFT</b> - May 20, 2027  <b>FINAL</b> - June 21, 2027  <b>DRAFT</b> - May 22, 2028  <b>FINAL</b> - June 20, 2028  <b>DRAFT</b> - May 21, 2029  <b>FINAL</b> - June 20, 2029  <b>DRAFT</b> - May 20, 2030  <b>FINAL</b> - June 20, 2030</p>	<p><a href="mailto:Hffdeliverables@ounce.org">Hffdeliverables@ounce.org</a></p>	<p>Per Exhibit B-7.5, B-7.7 and B-7.8</p>

**D-2 Emergency Preparedness Plan.**

**D.2.1** By March 31<sup>st</sup>, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This update must be submitted to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org).

**D.2.2** The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

**D-3 Policies and Procedures**

Submit the updated Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all Policies and Procedures, by **November 30<sup>th</sup>**. The updated Policies and Procedures must be submitted to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org).

**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E-1 Minimum Performance Measures.**

**E-1.1 Program Goals, Objectives, Participant Outcomes/Process Measures and Data Source/Indicators**

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents’ ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents’ ability to develop positive parent-child relationships
#6	Ensure that families’ social and medical needs are met
#7	Ensure families are satisfied with site services

Goal #	Objectives	Participant Outcomes/ Process Measures	Data Source/Indicators
1	The HFF site will maintain required data on all enrolled participants and children to enable the Department of Children and Families to conduct a data match.	Ninety-five (95) percent of all children in families participating in the HFF program for more than six months shall have no findings of “verified” child maltreatment during services.	➤ Findings of “verified” abuse or neglect through match of HFF database to the Department database
		Ninety-five (95) percent of all children in families who complete the program will have no findings of “verified” child maltreatment during the 12 months following completion.	➤ Findings of “verified” abuse or neglect through match of HFF database to the Department database
1	Enrollments will occur prenatally or within the first three months after the birth of the focus child.	Eighty (80) percent of all families will enroll in the program prenatally or within the first three months after the birth of the focus child.	➤ HFF data system ➤ Initial home visit date compared to focus child DOB
1 & 6	The HFF site will maintain data on disclosures of subsequent pregnancies including the Estimated Due Date.	Eighty (80) percent of mothers enrolled in the project will not have a subsequent pregnancy within two years of the focus child’s birth.	➤ HFF data system ➤ Repeat pregnancy of all participating mothers
1, 3 & 6	All focus children will receive their immunizations according to the schedule recommended by the Centers for Disease Control.	Eighty (80) percent of focus children enrolled in the site will be fully immunized by 24 months of age.	➤ HFF data system ➤ Immunizations completed by 24 months and documented in participant’s file
1, 3 & 6	All focus children served by the HFF site will receive well-child checks according to the intervals prescribed by the American Academy of Pediatrics.	Eighty-five (85) percent of focus children will be up-to-date with well-child checks at 24 months of age.	➤ HFF data system ➤ Well-child checks up-to-date on tracking form in participant’s file
		Eighty-five (85) percent of focus children over 24 months old will have the most recent well-child checks according to the schedule.	➤ HFF data system ➤ Well-child checks up-to-date on tracking form in participant’s file

1, 2 & 4	Participants will be assessed after enrollment to determine if there is a need for linking to employment services or some type of self-sufficiency improvement program.	Eighty <b>(80)</b> percent of primary participants that close on level three, level four or complete the program will have improved or maintained self-sufficiency while enrolled in the program.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Participant involvement in self-sufficiency activities during services such as completing high school/GED, a college degree, accomplishing certain training /treatment objectives, or the participant/non-primary participant maintaining employment for at least six consecutive months</li> </ul>
1, 3 & 6	All focus children served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety <b>(90)</b> percent of focus children enrolled in the site six months or longer will be linked to a medical provider.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Documentation of medical provider in participant's file</li> </ul>
1, 3 & 6	All primary participants served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety <b>(90)</b> percent of primary participants enrolled in the site six months or longer will be linked to a medical provider.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Documentation of medical provider in participant's file</li> </ul>
7	The HFF site will administer a Participant Satisfaction Survey every September.	Ninety-five <b>(95)</b> percent of families receiving home visiting services will report an overall satisfaction with the services they received.	<ul style="list-style-type: none"> <li>➤ Participant Satisfaction Survey completed at least one time a year</li> </ul>
1, 6 & 7	Assessments will be completed for all families within 30 days of enrollment in order to inform service planning.	Ninety <b>(90)</b> percent of all families are assessed within 30 days of enrollment.	<ul style="list-style-type: none"> <li>➤ HFF system</li> <li>➤ Date of entry into program</li> <li>➤ Date of HFF assessment tool</li> </ul>
1, 2, 3, 4, 5 & 6	HFF staff will develop an initial Family Goal Plan with the family within 90 days of enrollment.	Ninety <b>(90)</b> percent of families participating in the site will develop a Family Goal Plan with their home visitor within the first 90 days of enrollment.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Family Goal Plan maintained in participant's file</li> <li>➤ Date of initial Family Goal Plan</li> </ul>
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate age development.	Ninety <b>(90)</b> percent of focus children will receive age appropriate developmental screenings according to schedule using the Ages and Stages Questionnaire 3, Third Edition (ASQ 3).	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Developmental screening instrument maintained in participant's file</li> <li>➤ Screens completed at designated intervals: 6, 12, 18, 24, 30, 36, 48, 60 months.</li> </ul>
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate social-emotional development.	Ninety <b>(90)</b> percent of focus children will receive age appropriate social-emotional screenings according to schedule using the Ages and Stages Questionnaire: Social Emotional, Second Edition (ASQ:SE-2).	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Social-emotional developmental screening instrument maintained in participant's file</li> <li>➤ Screens completed at designated intervals: 12, 24, 36, 48 months.</li> </ul>
1, 2 & 5	HFF staff will assess parent-child interaction, attachment and bonding with a validated tool twice annually.	Ninety <b>(90)</b> percent of participants will be administered the CHEERS Check-In (CCI) Tool according to schedule.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ CCI tool maintained in participant's file</li> <li>➤ Administrations completed at designated intervals:</li> </ul>

1, 2, 3, 4, 5 & 6	All families will receive home visits according to their assigned level.	Seventy-five <b>(75)</b> percent of participants will have received at least seventy-five <b>(75)</b> percent of home visits according to the participant level.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ Number of visits completed</li> </ul>
1, 2, 3, 4, 5 & 6	Sites will implement effective engagement and retention strategies respectful of the families’ needs in an effort to improve retention of families.	Sixty-five <b>(65)</b> percent of families that enrolled 12 to 24 months earlier will be retained for at least 12 months.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> </ul>
1, 2, 3, 4, 5 & 6	HFF staff will administer the Healthy Families Parenting Inventory (HFPI) at baseline (within 45 days of the focus child’s DOB, or if enrolling postnatally, within 45 days of enrollment in the program).	Eighty-five <b>(85)</b> percent of participants will have the baseline HFPI administered to them within the designated time period.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ HFPI maintained in participant’s file</li> <li>➤ Tool administered at baseline</li> </ul>
1, 2, 3, 4, 5 & 6	HFF staff will administer a subsequent HFPI six months after the baseline, and again at 12 months if an area of concern is identified at six months.	Eighty-five <b>(85)</b> percent of participants will have the subsequent interval of the HFPI administered to them according to the designated intervals for the tool.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ HFPI maintained in participant’s file</li> <li>➤ Tool administered at designated intervals</li> </ul>
1, 2, 3, 4, 5 & 6	HFF staff will work with the family to increase the participant’s protective factors and to improve in at least one area on which the participant had a low score.	Eighty-five <b>(85)</b> percent of participants who were low on one or more HFPI subscales will improve on at least one of the low subscales from baseline to six months.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ HFPI maintained in participant’s file</li> <li>➤ Tool administered at baseline and 6 month intervals</li> <li>➤ HFPI scores</li> </ul>
1, 2, 5 & 6	Participants will be screened for depression at least once prenatally if participant is enrolled prenatally.	Eighty <b>(80)</b> percent of participants that enroll prenatally will have the Edinburgh Postnatal Depression Scale (EPDS) administered to them at least once prenatally.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ EPDS maintained in participant’s file</li> <li>➤ Tool administration date</li> </ul>
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of the focus child’s DOB, or if enrolling postnatally, within three months of enrollment.	Eighty <b>(80)</b> percent of participant will have the EPDS administered to them within the designated time period after the birth of the focus child.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ EPDS maintained in participant’s file</li> <li>➤ Tool administration date</li> </ul>
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of birth of any subsequent children into the program.	Eighty <b>(80)</b> percent of participant will have the EPDS administered to them within the designated time period for any subsequent pregnancies.	<ul style="list-style-type: none"> <li>➤ HFF data system</li> <li>➤ EPDS maintained in participant’s file</li> <li>➤ Tool administration date</li> </ul>

## **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](mailto: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](mailto: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.

## ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
  - 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

## **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## **Section 5. Termination**

### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

- information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
  - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Funding Period: 7/1/2025 - 6/30/2026		FY 2025-2026	
Lead Entity: Polk County, a political subdivision of the State of Florida			
Project Name: HF Polk			
Contract#: 25-30-05			
Categories and Line Items	Total Cost of Program	HFF Grant	Cash Contrib.
Direct Expenses			
A. Salaries and Wages			
1. Program Manager (1FTE)	\$109,448.00	\$82,086.00	\$27,362.00
2. Supervisor (4 FTEs)	\$208,742.00	\$158,903.00	\$49,839.00
3. Supervisor (1 FTE)	\$55,341.00	\$0.00	\$55,341.00
4. FES's (3 FTE)	\$121,924.00	\$20,321.00	\$0.00
5. FSES's I (16FTEs)	\$625,900.00	\$356,609.00	\$153,977.00
6. FSES's II (7 FTEs)	\$286,764.00	\$153,837.00	\$51,278.00
7. FSES's III (3 FTEs)	\$137,881.00	\$71,527.00	\$66,354.00
8. Secretary I (3 FTEs)	\$112,019.00	\$57,683.00	\$35,108.00
9. Secretary II (1 FTE)	\$43,572.00	\$32,679.00	\$10,893.00
10. Clinical Manager/Supervisor (.1 FTE)	\$73,112.00	\$0.00	\$0.00
11. Clinician (1 FTE)	\$66,531.00	\$0.00	\$0.00
12. APM (Program Supervisor (2 FTE)	\$112,046.00	\$71,191.00	\$0.00
<b>Subtotal Salaries and Wages</b>	<b>\$1,953,280.00</b>	<b>\$1,004,836.00</b>	<b>\$394,811.00</b>
<b>B. Payroll Taxes and Benefits ( %)</b>	<b>\$916,872.00</b>	<b>\$487,717.00</b>	<b>\$0.00</b>
<b>C. Program Consultants and Contractual</b>			
1. Background/Fingerprinting/ Screening	\$695.00	\$493.00	\$0.00
2. Pre-Employment Screening	\$14,749.00	\$0.00	\$0.00
3. Information Technology related charges	\$142,271.00	\$0.00	\$0.00
<b>Subtotal Program Consultants &amp; Contractual</b>	<b>\$157,715.00</b>	<b>\$493.00</b>	<b>\$0.00</b>
<b>D. Other Consultants and Contractual</b>			
1. Legal	\$0.00	\$0.00	\$0.00

**Budget Narrative**

**OTHER Contrib.**

**In-kind Contrib.**

**Cash Contrib.**

**HFF Grant**

**Total Cost of Program**

**Direct Expenses**

**A. Salaries and Wages**

**1. Program Manager (1FTE)**

**2. Supervisor (4 FTEs)**

**3. Supervisor (1 FTE)**

**4. FES's (3 FTE)**

**5. FSES's I (16FTEs)**

**6. FSES's II (7 FTEs)**

**7. FSES's III (3 FTEs)**

**8. Secretary I (3 FTEs)**

**9. Secretary II (1 FTE)**

**10. Clinical Manager/Supervisor (.1 FTE)**

**11. Clinician (1 FTE)**

**12. APM (Program Supervisor (2 FTE)**

**Subtotal Salaries and Wages**

**B. Payroll Taxes and Benefits ( %)**

**C. Program Consultants and Contractual**

**1. Background/Fingerprinting/ Screening**

**2. Pre-Employment Screening**

**3. Information Technology related charges**

**Subtotal Program Consultants & Contractual**

**D. Other Consultants and Contractual**

**1. Legal**

**HFF = .75 FTE @ \$109,448\*.75= \$82,086 (rounded) / CASH = .25 FTE @ \$109,448 \*.25 = \$27,362 (rounded)**

**HFF = 1 FTE @ \$49,774; 1 FTE @ \$54,599; 1 FTE @ \$54,529 = \$158,903 / CASH = 1 FTE @ \$49,838**

**OTHER = 1 FTE @ \$55,341**

**HFF = \$20,321-0.50 FTE's: .25 FTE @ \$40,641\*.25=\$20,321; .25 FTE @ \$40,641\*.25=\$20,321**

**OTHER = \$101,603- 2.50 FTE's: 1 FTE @ \$40,641, .75 FTE @ \$40,641\*.75=\$30,481, .75 FTE @ \$40,641\*.75=\$30,481**

**HFF = \$356,609- 9 FTE's: .75 FTE @ \$36,853.96\*.75=\$27,640; .75 FTE @ \$35,861.82\*.75=\$26,896; .75 FTE @ \$48,177.62\*.75=\$36,133; .75 FTE @ \$39,579.34\*.75=\$29,685; .75 FTE @ \$35,244.01\*.75=\$26,433; .75 FTE @ \$36,806.71\*.75=\$27,605; .75 FTE @ \$38,612.56\*.75=\$28,959; .75 FTE @ \$43,780.84\*.75=\$32,836; .75 FTE @ \$41,788.79\*.75=\$31,342; .75 FTE @ \$36,853.96\*.75=\$27,641; .75 FTE @ \$43,200.98\*.75=\$32,401; .75 FTE @ \$38,717.88\*.75=\$29,038**

**CASH=\$153,977- 4 FTE's: .25 FTE @ \$36,853.96\*.25=\$9,213; .25 FTE @ \$35,861.82\*.25=\$8,966; .25 FTE @ \$48,177.62\*.25=\$12,044; .25 FTE @ \$39,579.34\*.25=\$9,895; .25 FTE @ \$35,244.01\*.25=\$8,811; .25 FTE @ \$36,806.71\*.25=\$9,202; .25 FTE @ \$38,612.56\*.25=\$9,653; .25 FTE @ \$43,780.84\*.25=\$10,945; .25 FTE @ \$41,788.79\*.25=\$10,447; .25 FTE @ \$36,853.96\*.25=\$9,214; .25 FTE @ \$43,200.98\*.25=\$10,800; .25 FTE @ \$38,717.88\*.25=\$9,679; .1FTE @ \$35,108\*1=\$35,108**

**HFF = \$153,837- 3.75 FTE's: .75 FTE @ \$37,152.51\*.75=\$27,864; .75 FTE @ \$51,636.99\*.75=\$38,728; .75 FTE @ \$40,987.31\*.75=\$30,741; .75 FTE @ \$37,547.86\*.75=\$28,161; .75 FTE @ \$37,790.08\*.75=\$28,343**

**CASH = \$51,278- 1.25 FTE's: .25 FTE @ \$37,152.51\*.25=\$9,288; .25 FTE @ \$51,636.99\*.25=\$12,909; .25 FTE @ \$40,987.31\*.25=\$10,247; .25 FTE @ \$37,547.86\*.25=\$9,387; .25 FTE @ \$37,790.08\*.25=\$9,448**

**OTHER = \$81,649- 2 FTE's: 1 FTE @ \$41,595; 1 FTE @ \$40,054**

**HFF = \$71,527- 1.5 FTE's: .75 FTE @ \$46,340.25\*.75=\$34,755; .75 FTE @ \$49,028.55\*.75=\$36,771**

**CASH = \$66,354- 1.50 FTE's: .25 FTE @ \$46,340.25\*.25=\$11,585; .25 FTE @ \$49,028.55\*.25=\$12,257; 1 FTE @ \$42,512**

**HFF = \$57,683- 1.5 FTE's: .75 FTE @ \$37,279.11\*.75=\$27,959; .75 FTE @ \$39,630.28\*.75=\$29,723**

**CASH = 1 FTE @ \$35,108**

**OTHER = \$19,228- .50 FTE's: .25 FTE @ \$37,279.11\*.25=\$9,290; .25 FTE @ \$39,630.28\*.25=\$9,908 ;**

**HFF = .75 FTE @ \$43,571.53\*.75=\$32,679 (rounded)**

**CASH = .25 FTE @ \$43,571.53\*.25=\$10,893 (rounded)**

**OTHER = 1 FTE @ \$73,112 (rounded)**

**OTHER = 1 FTE @ \$66,531 (rounded)**

**HFF = \$71,191- 1.25 FTE's: .25 FTE @ \$54,473.86\*.25=\$13,618; 1 FTE @ \$57,573**

**OTHER = .75 FTE @ \$54,473.86\*.75=\$40,855**

**\$553,633.00**

**HFF = \$487,717- 22 FTE's: FICA \$1,004,836\*7.73% = \$77,631; State Retirement \$1,004,836\*13.57%=\$149,008; Life/LTD @ \$48 annually per person: 22 FTE\*\$48= \$1,056; Health- \$260,022- Single Rate @ \$9,591\*15 FTE's=\$143,865; Child Rate @ \$16,446\*4.50 FTE's=\$74,007; Spouse Rate @ \$20,134\*1FTE= \$20,134; Family Rate @ \$29,354\*.75=\$22,016**

**OTHER = \$429,155- 21 FTE's: FICA \$948,444\*7.73% = \$73,247; State Retirement \$948,444\*13.57%=\$136,544; Life/LTD @ \$48 annually per person: 21 FTE\*\$48= \$1,008; Health- \$218,356; Single Rate @ \$9,591\*16 FTE's=\$153,456; Child Rate @ \$16,446\*3.50 FTE's=\$57,561; Family Rate @ \$29,354\*.25 FTE=\$7,339**

**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**

**OTHER - 2 Background Screens @ \$65=\$130 + 2 Fingerprint @ \$13.68=\$27.36 + 1 Background Screen Renewal @ \$44.66 = \$202.02, rounded to \$202**

**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**

**OTHER - IT Maintenance and Services, Internet, Outlook, etc. (43 employees x \$3,308.63) Total = \$142,271 (rounded)**

**\$157,222.00**

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Ounce of Prevention Fund of Florida  
Healthy Families Florida  
Budget and Revenue Summary

3. Building					\$0.00	\$1,200.00	OTHER: Minor building repairs from Facilities Maintenance, such as doors or lights, etc. = \$1,200
<b>Subtotal Lease/Rent</b>					<b>\$0.00</b>	<b>\$17,065.00</b>	
<b>K. Maintenance</b>					\$0.00	\$0.00	
<b>L. Insurance</b>					\$0.00	\$0.00	
<b>M. Staff Travel</b>							
1. Home Visiting Travel Costs		\$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 coverage (state vs. county rate) 108,000 miles*\$0.225 per mile=\$24,300 Total = \$35,373
2. Training Travel Costs		\$0.00		\$0.00	\$0.00	\$8,308.00	OTHER: 20 staff - Hotel for 1 night avg @ \$175 per night = \$3,500 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 Avg round trip mileage=120 miles*20 staff*\$0.67 per mile=\$1,608 Total = \$4,808 Trainings will vary based upon frequency of new staff hired. Examples include HFF Family Support, Child Abuse & Neglect, Domestic Violence, Pathways to Parenthood.
3. Conference (Other) Travel Costs		\$0.00		\$0.00	\$0.00	\$7,752.00	OTHER: Total = \$7,752. FL Leadership Conference - Orlando 4 staff*1 hotel night *\$200/night estimate = \$800 Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=total \$64 daily .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 - 3 staff*3 hotel nights*\$400/night estimate = \$3,600 Meals @ County Rate=\$10 breakfast, \$19 lunch, \$35 dinner=total \$64 daily .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 Krimms 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
<b>Subtotal Staff Travel</b>		<b>\$48,060.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$51,433.00</b>	
<b>N. Conference Registration Fees and Staff Training Registration Fees</b>							
1. Conference Registration Fees		\$0.00		\$0.00	\$0.00	\$0.00	
2. Staff Training Registration Fees		\$0.00		\$0.00	\$0.00	\$0.00	
<b>Subtotal Registration Fees</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>O. Membership Fees and Subscriptions</b>							
1. HFA Affiliation Fee		\$8,075.00		\$0.00	\$0.00	\$0.00	HFF - June 25-June 26 Rate = \$8,075 for 29 direct service FTEs
2. Membership Fees		\$0.00		\$0.00	\$0.00	\$0.00	
3. Subscriptions		\$0.00		\$0.00	\$0.00	\$0.00	
<b>Subtotal Membership Fees and Subscriptions</b>		<b>\$8,075.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>P. Advertising</b>							
		\$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
<b>Q. Outside Printing and Artwork</b>							
		\$0.00		\$0.00	\$0.00	\$170.00	OTHER: Business Cards-10 boxes @ \$17 per box = \$170
<b>R. Other Allowable Costs</b>							
1. Vehicle Maintenance		\$0.00		\$0.00	\$0.00	\$2,851.00	OTHER: 1 HFP Vehicle Annual Maintenance Fee \$2,127+\$724 for fuel = \$2,851
<b>Subtotal Other Allowable Costs</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,851.00</b>	
<b>DIRECT EXPENSES TOTAL</b>		<b>\$3,230,688.00</b>		<b>\$394,811.00</b>	<b>\$0.00</b>	<b>\$1,264,324.00</b>	
<b>Administrative Expenses</b>							
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount		\$0.00		\$0.00	\$0.00	\$69,436.00	OTHER: 1 Position: Fiscal Specialist II: .40 FTE
<b>GRAND TOTAL (Direct and Administrative Expenses)</b>		<b>\$3,300,124.00</b>		<b>\$394,811.00</b>	<b>\$0.00</b>	<b>\$1,333,760.00</b>	
<b>REVENUE SUMMARY</b>							
(List Revenue Sources)							
1. Healthy Families Florida		\$1,571,553.00		\$0.00	\$0.00	\$0.00	HFF Grant: \$1,446,553; NRF: \$125,000
2. Polk County BoCC General Fund		\$1,728,571.00		\$394,811.00	\$0.00	\$1,333,760.00	
<b>Total Anticipated Revenue (Must equal Grand Totals above)</b>		<b>\$3,300,124.00</b>		<b>\$394,811.00</b>	<b>\$0.00</b>	<b>\$1,333,760.00</b>	



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 Andersen

Date: 3/13/2025

Application or Contract ID Number: HF 25-30-05

Name of Authorized Individual Application or Contractor: Marcia Andersen

Address of Organization: 1235 Marshall Edwards DR.  
Bartow, FL 33830



# DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

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

Provider Name <b>Healthy Families Polk</b>		County <b>Polk</b>	Region/Circuit <b>30</b>
Corporate Mailing Address <b>2135 Marshalls Edwards Dr.</b>			
City, State, Zip Code <b>Bartow 33830</b>		Main Telephone Number <b>863-519-2022</b>	
DCF Contract(s) Number(s) <b>LJ959</b>	Total Contract(s) amount \$ <b>\$285,818,130.00</b>	Total amount of federal funding \$ <b>\$116,763,954.28</b>	Total amount of state funding \$ <b>\$169,054,175.72</b>
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period. <b>LJ959 July 1, 2015 – June 30, 2025</b>			
Completed By (name and title) <b>Richard L Bradford</b>		Telephone Number <b>863-534-6075</b>	Date Completed <b>3/10/2025</b>

## 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: **Mar. 2025**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
2,492	67	13.36	16.53	3.31	33	67	unk

4. Number of Clients Participating or Served. Effective date: **Mar. 2025**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
376	47	36	38	17	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
5	100	0	0	0	20	80	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.	<input checked="" type="checkbox"/> Yes <input 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. For race, our client composition consists of 17% less White, 11% more Black and 7% more Other.	<input type="checkbox"/> Yes <input checked="" 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. <b>verbal, written, poster</b>	<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 type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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. 0	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to <b>both</b> the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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. <b>We are a home visitation program and we do not provide housing or residential services</b>	<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. <b>We do not have these items on site but we do have a policy and procedures in place to be able to access auxiliray aids though community resources when needed.</b>	<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.). <b>We have bilinugual staff available to assist as needed</b>	<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 County BoCC- Richard L Bradford, Equal Opportunity Administrator, 863-534- 6075 HF Polk Tami Jones 863-519-2022
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. <b>Staff complete the online HIPPA and ADA Deaf and Hard of Hearing upon hire and annually.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary?  If NO or NA to any of the questions above, please explain. <b>We do not conduct religious activities</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, 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.</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? <b>If YES, provide a copy of the EEOP and/or certification.</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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**

**Attachment 7**

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

Contract #: HF-25-30-05

Project Name: HF Polk

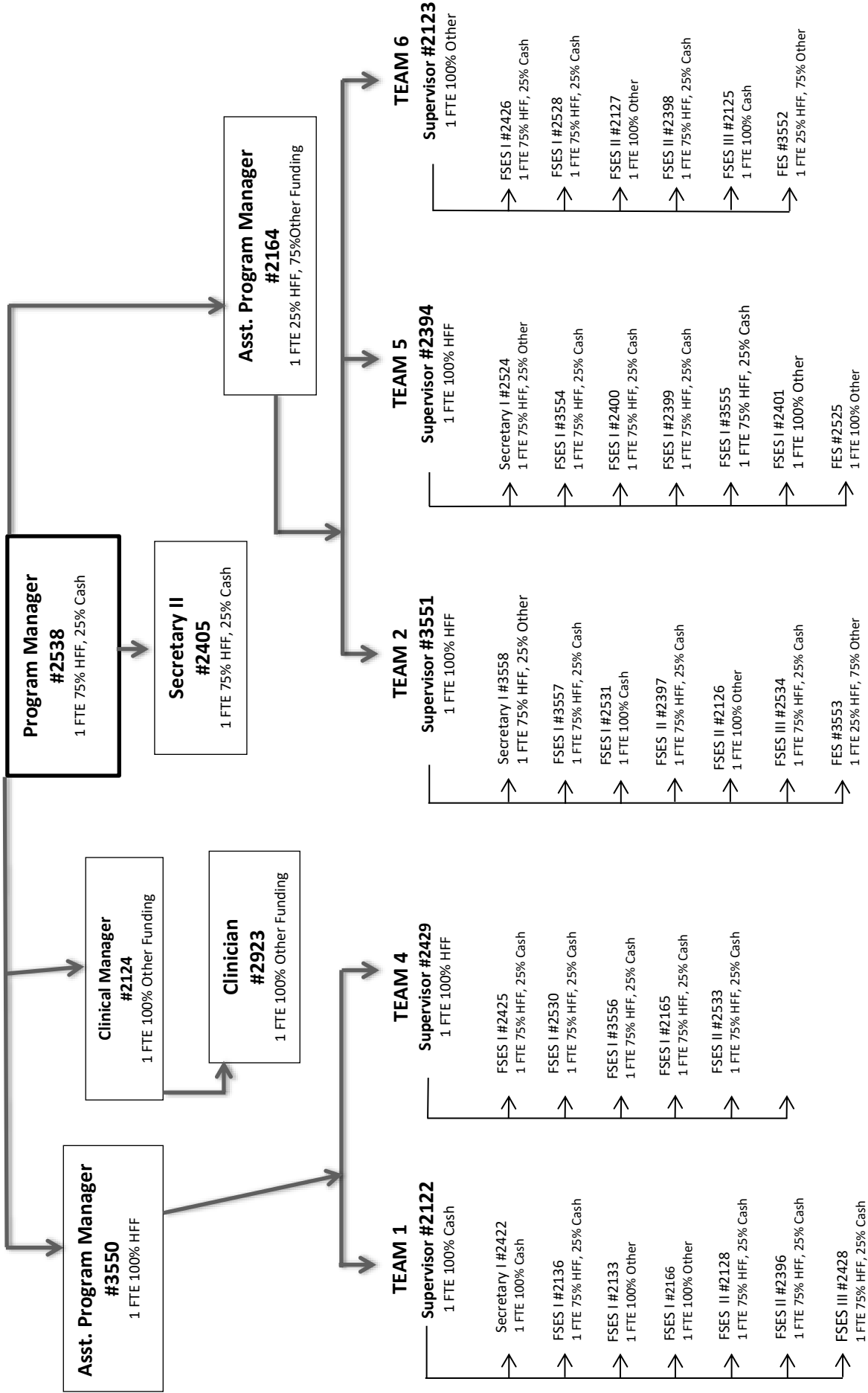
Date Completed: 03/18/2025

Name	Date SPOC training completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Tami Jones	10/30/2024	Program Secretary	Healthy Families Polk	2135 Marshall Edwards Dr. Bartow, FL 33830	2135 Marshall Edwards Dr. Bartow, FL 33830	863-519-2022	tamijones@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/Associate Director: Shaneal Allen

Date: 3/18/2025



	FY 17/18	FY 18/19	FY 20/19	FY 20/21	FY 21/22	FY22/23	FY 23/24	FY 24/25	FY 25/26
<b>Healthy Families Polk, FTE:</b>	45.00	45.00	45.00	45.00	44.00	44.00	43.00	43.00	43.00

## Mental Health Counselor Enhancement

### A. Services to be Provided

#### A-1. Major Program Goal

Provide in-home counseling services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a licensed clinician, referred to hereinafter as a mental health counselor, for treatment of substance abuse, domestic violence and mental health challenges.

#### A-2. Participants to Be Served

##### A-2.1. General Description

The minimum number of participants served by the mental health counselor per calendar month (caseload) shall be 15. The maximum caseload per calendar month shall be determined by the family specialist and provider based on the intensity of services needed by enrolled participants.

##### A-2.2. Participant Eligibility

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing in-home counseling services.

### B. Manner of Service Provision

#### B-1. Service Tasks

##### B-1.1. Task List

**B-1.1.1.** The mental health counselor shall perform the following tasks:

**B-1.1.1.1.** Provide direct services for participants:

**B-1.1.1.1.1.** Collect referrals for mental health counselor services and determine eligibility based on risk factors;

**B-1.1.1.1.2.** Conduct psychosocial assessments;

**B-1.1.1.1.3.** Provide ongoing individual, relationship and family in-home counseling services;

**B-1.1.1.1.4.** Refer for specialized services and follow-up with family and service providers on those services;

**B-1.1.1.1.5.** Develop and update treatment plans; and,

**B-1.1.1.1.6.** Accompany the family support specialist on home visits, as appropriate.

**B-1.1.1.2.** Provide collaboration and consultation services for family support specialists and other team members:

**B-1.1.1.2.1.** Review home visiting and supervision records;

**B-1.1.1.2.2.** Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

**B-1.1.1.2.3.** Provide consultations to family support specialists and other team members;

**B-1.1.1.2.4.** Provide training to family support specialists and other team members, when necessary, on topics related to infant mental health and working with participants with challenging issues;

**B-1.1.1.2.5.** Participate in service planning for participants; and,

**B-1.1.1.2.6.** Participate in supervision meetings between the family support specialist and the family support specialist supervisor, as appropriate.

**B-1.1.1.3.** Attend Training:

**B-1.1.1.3.1.** Attend the mental health counselor core training provided by HFF within 90 days of hire;

- B-1.1.1.3.2.** Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;
  - B-1.1.1.3.3.** Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;
  - B-1.1.1.3.4.** Share other training attended by the mental health counselor with HFF.
- B-1.1.2.** The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:
- B-1.1.2.1.** Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the mental health counselor, referrals to the mental health counselor, referrals made by the mental health counselor and outcomes for referrals made to or by the family specialist in the HFF Data System by the 10th of the following month.
  - B-1.1.2.2.** Follow the Mental Health Counselor policies and procedures and the data collection guidelines provided by HFF.
  - B-1.1.2.3.** Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.
  - B-1.1.2.4.** Conduct regular meetings with mental health counselor to review referral process, caseload and family progress.
  - B-1.1.2.5.** Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Mental Health Counselor Services when directed by the Ounce Research, Evaluation and Systems Unit. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for Participants in printed or digital format to current and previously enrolled participants. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for HFF Staff in digital format to all current direct service staff and supervisors. The project must use questionnaires developed by the Ounce of Prevention Fund/HFF.
  - B-1.1.2.6.** Participate in HFF Mental Health Counselor conference calls and convey information to other staff, as needed. The mental health counselor is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.

### **B-1.2. Task Limits**

No fees shall be charged to persons receiving services.

## **B-2. Staffing Requirements**

### **B-2.1. Staffing Levels**

These funds are for one mental health counselor position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

### **B-2.2. Professional Qualifications**

- B-2.2.1.** The mental health counselor shall have a Master's degree in psychology, social work, counseling or similar degree from an accredited college or university, have a current, or be in process of receiving, Florida license (LCSW, LMHC or LMFT) and a minimum of two (2) years of experience providing individual and/or family therapy to those affected by domestic violence, mental health or substance abuse.
- B-2.2.2.** Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S.

as a condition of employment and continued employment that shall include, but are not limited to:

- B-2.2.2.1** Affidavit of Good Moral Character:  
(<http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml>)
- B-2.2.2.2** Employment history checks;
- B-2.2.2.3** Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form:  
(<http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf>);
- B-2.2.2.4** Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;
- B-2.2.2.5** Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;
- B-2.2.2.6** Security background investigation, which may include local criminal record checks through local law enforcement agencies;
- B-2.2.2.7** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
- B-2.2.2.8** The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

### **B-2.3. Staffing Changes**

Notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within five (5) working days of any change or vacancy in the mental health counselor position.

### **B-2.4. Subcontractors**

These services may be subcontracted as long as the mental health counselor works on-site when not visiting participants and functions as part of the Healthy Families staff.

## **B-3. Service Delivery Location and Equipment**

### **B-3.1. Service Delivery Location**

Services shall be provided in the service area identified in Exhibit B-3.

### **B-3.2. Equipment**

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

## **B-4. Deliverables**

### **B-4.1. Records and Documentation**

- B-4.1.1.** Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.
- B-4.1.2.** Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes

from in-home counseling visits and consultations with family support specialists and other team members.

- B-4.1.3.** Submit the updated site-specific Mental Health Counselor Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) by **November 30<sup>th</sup>**.

#### **B-4.2. Reports**

Submit the Quarterly Narrative Report, including the Mental Health Counselor /Navigator report and Mental Health Counselor /Navigator Success story to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) by the 15<sup>th</sup> day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF.

### **B-5. Performance Specifications**

#### **B-5.1. Performance Measures**

- B-5.1.1** 100 percent of the minimum number of participants (caseload) as described in Section A-2.1 shall be served by the mental health counselor per calendar month. Data shall be collected using the HFF Tracking System.
- B-5.1.2** 90 percent of participants served by the mental health counselor shall be satisfied with the mental health counselor services. Data shall be collected using Mental Health Counselor Satisfaction Survey for Participants provided by HFF as described in Section B-1.1.2.5.
- B-5.1.3** 90 percent of family support specialists and supervisors shall be satisfied with the mental health counselor services. Data shall be collected using the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors provided by HFF as described in Section B-1.1.2.5.
- B-5.1.4** 100 percent of Mental Health Counselors shall complete Core training within ninety (90) of hire.

#### **B-5.2. Description of Performance Measurement Terms**

- B-5.2.1** Participant Satisfaction - On the Mental Health Counselor Satisfaction Survey for Participants, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the counseling services that I received.”
- B-5.2.2** Staff Satisfaction - On the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the family specialist has given us.”

## **Behavioral Healthcare Navigator Enhancement**

### **A. Services to be Provided**

#### **A-1. Major Program Goal**

Provide behavioral healthcare navigation/referral coordination services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a staff person that meets the qualifications listed in section B-2.2., referred to hereinafter as a navigator, to address substance abuse, domestic violence and mental health challenges.

#### **A-2. Participants To Be Served**

##### **A-2.1. General Description**

The minimum number of families served by the navigator per calendar month (caseload) shall be 20. The maximum caseload per calendar month shall be determined by the navigator and provider based on the intensity of services needed by enrolled families.

##### **A-2.2. Participant Eligibility**

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing community based counselling, treatment or other services.

### **B. Manner of Service Provision**

#### **B-1. Service Tasks**

##### **B-1.1. Task List**

**B-1.1.1.** The navigator shall perform the following tasks:

**B-1.1.1.1.** Provide direct services for families:

**B-1.1.1.1.1.** Collect referrals for navigator services and determine need based on risk factors;

**B-1.1.1.1.2.** Conduct family consultation to develop a referral plan;

**B-1.1.1.1.3.** Provide behavioral healthcare navigation/referral coordination services to identify suitable care providers and to connect participants with the appropriate level of care, based on their clinical need and community provider availability;

**B-1.1.1.1.4.** Refer participants for specialized services and follow-up with family and service providers on those services;

**B-1.1.1.1.5.** Develop and update referral plans; and,

**B-1.1.1.1.6.** Accompany the family support specialist on home visits, as appropriate.

**B-1.1.1.2.** Provide collaboration and consultation services for family support specialists and other team members:

**B-1.1.1.2.1.** Review home visiting and supervision records as needed;

**B-1.1.1.2.2.** Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

**B-1.1.1.2.3.** Provide consultations to family support specialists and other team members;

**B-1.1.1.2.4.** Coordinate, provide and/or recommend training to family support specialists and other team members, when necessary, on topics related to behavioral health and working with families with challenging issues;

**B-1.1.1.2.5.** Participate in service planning for families; and,

**B-1.1.1.2.6.** Participate in supervision meetings between the family support specialist and the supervisor, as appropriate.

**B-1.1.1.3.** Provide community outreach services:

**B-1.1.1.3.1.** Assess community provider capacity and compile a directory of local service providers in mental health, substance abuse and domestic violence;

**B-1.1.1.3.2.** Develop relationships and/or MOUs with providers to facilitate effective referral of HFF families to services;

**B-1.1.1.3.3.** Conduct or participate in provider meetings to maintain positive relationships with community service providers.

**B-1.1.1.4. Attend Training:****B-1.1.1.4.1** Attend the navigator core training provided by HFF, within 90 days of hire;**B-1.1.1.4.2** Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;**B-1.1.1.4.3** Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;**B-1.1.1.4.4** Share other training attended by the navigator with HFF.**B-1.1.2.** The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:**B-1.1.2.1.** Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the navigator, referrals to the navigator, referrals made by the navigator and outcomes for referrals made to or by the navigator in the HFF Data System by the 10th of the following month.**B-1.1.2.2.** Follow the Behavioral Healthcare Navigator policies and procedures and the data collection guidelines provided by HFF.**B-1.1.2.3.** Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.**B-1.1.2.4.** Conduct regular meetings with navigator to review referral process, caseload and family progress.**B-1.1.2.5.** Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Behavioral Healthcare Navigator Services during the month of April. The project must distribute the Navigator Satisfaction Questionnaire for Families in printed or digital format to current and previously enrolled families. The project must distribute the Navigator Satisfaction Questionnaire for FSSs and Supervisors in digital format to all current FSSs and supervisors. The project must use questionnaires developed by the Ounce of Prevention/HFF.**B-1.1.2.6.** Participate in HFF Navigator conference calls and convey information to other staff, as needed. The navigator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.**B-1.2. Task Limits**

No fees shall be charged to persons receiving services.

**B-2. Staffing Requirements****B-2.1. Staffing Levels**

These funds are for one navigator position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

**B-2.2. Professional Qualifications****B-2.2.1.** The navigator shall have a minimum of a Bachelor's degree in social work, counseling, psychology, nursing or a related field and a minimum of two (2) years' experience providing referral and case management services to those affected by domestic violence, mental health or substance abuse.**B-2.2.2.** Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:**B-2.2.2.1** Affidavit of Good Moral Character:<http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml>)**B-2.2.2.2** Employment history checks;

**B-2.2.2.3** Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form:

(<http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf>);

**B-2.2.2.4** Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;

**B-2.2.2.5** Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

**B-2.2.2.6** Security background investigation, which may include local criminal record checks through local law enforcement agencies;

**B-2.2.2.7** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**B-2.2.2.8** The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

### **B-2.3. Staffing Changes**

Notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within five (5) working days of any change or vacancy in the navigator position.

### **B-2.4. Subcontractors**

These services may be subcontracted as long as the navigator works on-site when not visiting families and functions as part of the Healthy Families staff.

## **B-3. Service Delivery Location and Equipment**

### **B-3.1. Service Delivery Location**

Services shall be provided in the service area identified in Exhibit B-3.

### **B-3.2. Equipment**

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

## **B-4. Deliverables**

### **B-4.1. Records and Documentation**

**B-4.1.1.** Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.

**B-4.1.2.** Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes from service contacts and consultations with family support specialists and other team members.

**B-4.1.3.** Submit the updated site-specific Behavioral Healthcare Navigator Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) by **November 30<sup>th</sup>**.

### **B-4.2. Reports**

Submit the Quarterly Narrative Report, including the Family Specialist/Navigator report and Family Specialist/Navigator Success story to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) by the 15<sup>th</sup> day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF.

## **B-5. Performance Specifications**

**B-5.1. Performance Measures**

- B-5.1.1** 100 percent of the minimum number of families (caseload) as described in Section A-2.1 shall be served by the navigator per calendar month. Data shall be collected using the HFF Tracking System.
- B-5.1.2** 90 percent of participants served by the navigator shall be satisfied with the navigator. Data shall be collected using the Navigator Satisfaction Questionnaire for Families provided by HFF as described in Section B-1.1.2.5.
- B-5.1.3** 90 percent of family support specialists and supervisors shall be satisfied with the navigator services. Data shall be collected using the Navigator Satisfaction Questionnaire for FSWs and Supervisors provided by HFF as described in Section B-1.1.2.5.
- B-5.1.4** 100% of Navigators shall complete Core training within ninety (90) days of hire.

**B-5.2. Description of Performance Measurement Terms**

- B-5.2.1** Participant Satisfaction - On the Navigator Satisfaction Questionnaire for Families, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the navigator services that I received.”
- B-5.2.2** Staff Satisfaction - On the Navigator Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the navigator has given us.”

## Circle of Parents® Project

### A. Services to be Provided

#### A-1. Major Program Goal

Coordinate and facilitate Circle of Parents® groups (Circle groups) to HFF participants and the community. Group facilitation will be provided by a trained staff person within the local HFF site, herein referred to as “Coordinator”.

#### A-2. Participants to Be Served

##### A-2.1. General Description

Site will establish a Circle group as an outreach activity for engaging new families in HFF services. A minimum of one Circle group meeting will be held by the HFF site each month. The service population will have an emphasis on engaging fathers.

##### A-2.2. Participant Eligibility

Circle groups are open to current and past HFF participants, co-participants, and family members and other non-participant families in the HFF site service area. Outreach and engagement specifically for fathers is encouraged.

### B. Manner of Service Provision

#### B-1. Service Tasks

##### B-1.1. Task List

**B-1.1.1.** The Coordinator shall perform the following tasks:

**B-1.1.1.1.** Provide direct services for families through facilitation of monthly Circle groups:

**B-1.1.1.1.1.** Attend Circle of Parents training provided by Prevent Child Abuse Florida, the Florida Chapter of Prevent Child Abuse America;

**B-1.1.1.1.2.** Plan meeting date, location and activities for Circle group meetings to occur monthly at a minimum;

**B-1.1.1.1.3.** Facilitate activities during Circle group meetings;

**B-1.1.1.1.4.** Develop a parent leader for the Circle group, according to guidelines provided by Circle of Parents and Prevent Child Abuse Florida (PCA Florida) during training;

**B-1.1.1.1.5.** Attend Circle of Parents facilitator training provided by PCA Florida;

**B-1.1.1.1.6.** Participate in debriefing sessions with program manager and supervisor(s) to ensure that staff are aware of any family needs, concerns or changes;

**B-1.1.1.1.7.** Develop relationships with local agencies and partners to support Circle groups through donations, referrals and wrap around services;

**B-1.1.1.1.8.** Collect the new parent information form and ensure that it is completed appropriately;

**B-1.1.1.1.9.** Ensure that Circle group attendance logs are completed at each meeting;

**B-1.1.1.1.10.** Report Circle group attendance data on the PCA Florida Circle of Parents – Group Data Submission website; and

**B-1.1.1.1.11.** Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed.

**B-1.1.1.2.** The provider shall perform the following tasks and deliver any reports as specified in Section B.4.b., Reports:

**B-1.1.1.2.1.** Collect data, ensure timely and accurate data entry and ensure completeness of data for Circle groups.

**B-1.1.1.2.2.** Administer funds according to the approved Circle group budget and project proposal.

**B-1.1.1.2.3.** Conduct regular meetings with Coordinator to review progress of Circle groups and ensure that staff are aware of any family needs, concerns or changes.

**B-1.1.1.2.4.** Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed. The Coordinator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the HFF program coordinator prior to the call.

**B-1.1.2. Task Limits**

No fees shall be charged to persons receiving services.

**B-2. Staffing Requirements**

**B-2.1. Staffing Levels**

Funds shall be used to support staff effort to maintain Circle Groups as reflected on the attached approved budget.

**B-2.2. Professional Qualifications**

The Provider shall ensure that the Coordinator is a staff member in good standing.

**B-2.3. Staffing Changes**

The Provider shall notify HFF via e-mail to [Hffdeliverables@ounce.org](mailto:Hffdeliverables@ounce.org) within five (5) working days of any change of Coordinator.

**B-3. Service Delivery Location and Equipment**

**B-3.1. Service Delivery Location**

Services shall be provided in the service area identified in Exhibit B-3.

**B-3.2. Equipment**

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

**B-4. Deliverables**

**B-4.1. Records and Documentation**

**B-4.1.1.** Documentation of Circle group meeting attendance.

**B-4.1.2.** Maintain documentation to include attendance forms, new parent information forms and documentation of consultations with program managers, supervisors, and other team members.

# 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 HF Polk #25-30-05

Department Contract Numbers

JBN5EHFNGUG9

UEID Number

William D. Beasley

Printed Name of Authorized Person

Signature of Authorized Person

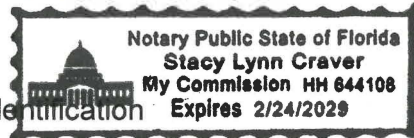
Date

7/1/2025

STATE OF FLORIDA

COUNTY OF Polk

Sworn to (or affirmed) before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of July, 2025 by William D. Beasley



Signature of Notary Public- State of Florida

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

## 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) During the preceding fiscal year, 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.



Memorandum of Agreement (MOA)  
**Lead Agency Name/Healthy Families (HF) Site Name** Program  
 In partnership with  
**Partner Name**

This agreement is entered into between **Lead Agency Name/HF Site Name** and **Partner Name**. This agreement shall be effective on **(date)**, or upon signature of all parties and shall remain in effect until **June 30, 2025**, or until changes are requested by any signatory.

**Purpose**

The purpose of this MOA is to build collaboration between **Lead Agency Name/HF Site Name** and **Partner Name**, in order to ensure a seamless system of service delivery to potential clients residing in **(name)** County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. **Lead Agency Name/HF Site Name** and **Partner Name** are committed to working together to provide a continuum of care to families residing in **(name)** County. This agreement outlines roles and responsibilities for collaboration between **Lead Agency Name/HF Site Name** and **Partner Name** as well as responsibilities for ensuring client confidentiality.

**Background on Lead Agency Name/HF Site Name**

Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. **Lead Agency Name**, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in **(name)** county as **HF Site Name**.

**Additional local organizational information can be added here.**

**Background on Partner Name**

**Partner Name** is **type of organization** located in \_\_\_\_\_. **Provide a brief description of the partner organization and services that they provide.**

**Roles and responsibilities of both partners**

1. **HF Site Name** and **Partner Name** will promote collaboration and provide opportunities for mutual input.
2. **Partner Name** will regularly review referrals that require action based on agreed procedures with **HF Site Name** as included in this MOA.
3. **Partner Name** will work with **HF Site Name** to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. **HF Site Name** and the **Partner Name** will provide on-going training about their programs to one another as the need arises.
5. **HF Site Name** and **Partner Name** will share training opportunities that may enhance the knowledge or skills of staff from **HF Site Name** or **Partner Name**

**Roles and responsibilities of HF Site Name**

1. **HF Site Name** will
2. **HF Site Name** will

**Roles and responsibilities of Partner Name**

1. **Partner Name** will
2. **Partner Name** will

**Description of the types of services provided by HF Site Name**

**HF Site Name** provides services in the following areas: **List counties or zip codes**. These services are offered to

expectant families and families of newborns who are at risk of abuse or neglect. If the family volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF **Site Name** offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF **Site Name services** are designed to prevent child abuse and neglect by enhancing parent's ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF **Site Name**. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF **Site Name** program. HF **Site Name** relies upon strong partnerships in the community to provide these types of services.

**Additional local service information can be added here. For example, if your site offers enhanced services through a Mental Health Counselor or Navigator, include that information here.**

#### **Description of the types of services provided by **Partner Name****

HF **Partner Name** provides services in the following areas: **List counties or zip codes.**

#### **Confidentiality and information sharing**

1. HF **Site Name** and **Partner Name** agree to respect the confidentiality of the family. Information may be shared between **Partner Name** and HF **Site Name** if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF **Site Name** and **Partner Name** agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated there under.
4. HF **Site Name** and **Partner Name** agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

#### **Procedures for referral process to **HF Site Name****

**List steps for partner to refer families/participants to HF site for services**

#### **Procedures for referral process to **Partner Name****

**List steps for HF site to refer families/participants to partner for services**

**Designated point of contact for each agency**

a. The <b>Lead Agency/HF site name</b> representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The <b>Partner</b> Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
<b>Lead Agency Representative’s Name:</b>	<b>Partner Agency Representative’s Name:</b>
<b>Position Title:</b>	<b>Position Title:</b>
<b>Organization Name:</b>	<b>Organization Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>City/State/Zip Code:</b>	<b>City/State/Zip Code:</b>
<b>Phone Number &amp; Ext:</b>	<b>Phone Number &amp; Ext:</b>
<b>Cell Number:</b>	<b>Cell Number:</b>
<b>Fax Number:</b>	<b>Fax Number:</b>
<b>E-mail:</b>	<b>E-mail:</b>

**A description of strategies and activities of **Partner Name** to meet the contents of the MOA**

List additional activities partner will do to meet the intent of the MOU. Examples include making referrals to HF site with particular populations, provide HF site with information/resources on a particular topic, conduct a training for HF site on particular topic.

**A description of strategies and activities of **HF Site Name** to meet the contents of the MOA**

List additional activities HF site will do to meet the intent of the MOU. Examples include making referrals to partner with particular populations, provide partner with information/resources on a particular topic, conduct a training for partner on particular topic.

**Term of agreement**

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2025. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

Provide the review process here. Who will take part in the review, when review will be conducted (month), how documentation will be kept, etc.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

**Signature**

All terms of this MOA are fully understood and accepted by **Partner Name** and **HF Site Name** as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency



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

Reporter:  
Date Submitted:

Please complete and submit this form to [hffdeliverables@ounce.org](mailto:hffdeliverables@ounce.org) by the 15<sup>th</sup> 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.

## Successes and Challenges

3. 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.
4. 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

5. 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.
6. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.
7. Detail any community events or participant activities/events that occurred during the quarter.

## Mental Health Counselor OR Navigator Report – **Only to be completed if you have an Enhancement Position(s)**

8. If you have a Mental Health Counselor **AND/OR** Navigator, complete the sections below. **Choose an item.**
9. 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.
10. 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
  - 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)



# Healthy Families Florida Quarterly Narrative Report

Attachment 14

- 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
11. 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.)
12. 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

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

## Parent Engagement and Leadership

14. 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**
15. 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](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, rediscovered, 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**

**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).**

## Support to Individuals with a Disability

### Attestation Form

To support effective communications or reasonable modification assistance for customers or companions with a disability, Department of Children and Families (DCF), every provider and subcontractor employee is required to know or be familiar with the following:

- Name, contact information, and role & responsibility for your DCF Contracted Agency Single Point of Contact.
- Name, contact information, and role & responsibility for the DCF ADA/504 Coordinator,
- Requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.794, as implemented by C.F.R. Part 84, the Americans with Disabilities Act of 1990 (ADA),
- 42 U.S.C. §§ 12131 - 12134. et seq., as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 35. (ADAAA)
- 42 U.S.C. §§ 12181 – 12189, as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 36. (ADAAA)
- DCF Operating Procedure (CFOP) 60-16, METHODS OF ADMINISTRATION: FOR FEDERAL FINACIAL PARTICIPATION, Chapter 3, entitled “Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability.”

**This Single Point of Contact’s responsibility is to:**

1. Ensure effective communications and/or reasonable modification assistance with all Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Reasonable Modification Assessment and Auxiliary Aid/Service Record described in Appendix H within each Customer’s case record.
3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a customer or Companion with a disability is referred, about the individual’s requested modification or auxiliary aid/service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

**My Single Point of Contact at my location is:**

Provider	Name	Phone	Email

**The ADA/504 Coordinator’s responsibility is to:**

- Disseminate specific plans and procedures to fully implement the requirements of Section 504 and the ADA.
- Analyze data collection collected in the Reasonable Modification Assessment and Auxiliary Aid/Service Record and implement any corrective action plan, if warranted.
- Provide assistance during the interactive process to determine if a modification is reasonable.
- Answer questions and provide appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids/services.
- Identify, develop, and coordinate the distribution of qualified sign language and/or oral interpreters for the Program staff.
- Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
- Submit a report describing the method for capturing all information required in the Customer or Companion Reasonable Modification Assessment and Auxiliary Aid/Service Record.
- Communicate with each Single Point of Contact concerning services to Customers or Companions with a disability (Mobility, Communications, Modifications to access, deaf and hard-of hearing, etc.).

**DCF ADA/Section 504 Coordinators:**

NAME	EMAIL	PHONE	CIRCUIT
Sylvia Barge	<a href="mailto:Sylvia.Barge@myflfamilies.com">Sylvia.Barge@myflfamilies.com</a>	850-717-4277	1,2,14,30
Romina Artaza	<a href="mailto:Romina.Artaza@myflfamilies.com">Romina.Artaza@myflfamilies.com</a>	904-813-0814	3,4,7,8
Christelle Baptiste	<a href="mailto:Christelle.Baptiste@myflfamilies.com">Christelle.Baptiste@myflfamilies.com</a>	904-485-9530	53,55,57
Jamie Horne	<a href="mailto:Jamie.Horne@myflfamilies.com">Jamie.Horne@myflfamilies.com</a>	850-717-4567	5,9,10,18,6,12,13,20
Nancy Cortijo-Simmonds	<a href="mailto:Nancy.CortijoSimmonds@myflfamilies.com">Nancy.CortijoSimmonds@myflfamilies.com</a>	850-717-4550	15,17,19,11,16

I, \_\_\_\_\_ attest to the following:

1. I received the names, contact information, and Roles & Responsibilities for my Agency’s Single Point of Contact and the DCF ADA/Section 504 Coordinator.
2. I understand that I will contact my Agency’s Single Point of Contact, within my office, regarding assistance with the delivery of reasonable modification or communication services to customers with a disability.
3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-16, Chapter 3, entitled, Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Copy to be kept in personnel file



## Healthy Families Florida

### Standards of Confidentiality and Information Sharing

#### I. Release and Waivers

##### A. Informed Consent

At the initial home visit with the participant/family, program staff should discuss with the participant/family the nature of the information that may be shared and with whom, and that any information shared with the Ounce of Prevention Fund (OPFF)/Healthy Families Florida (HFF) and the Department of Children and Families (Department) will be only for the purpose of evaluation and determining the service needs of the family. The participant, who is the subject of the information, gives consent to share this information through a signed written participant agreement. Copies of all signed agreements should be maintained in the participant file.

##### B. Requirements of Release

Each release should include:

1. The name of the person who is the subject of the information
2. The name of the person, program, or agency sharing the information
3. The name of the person, program, or agency with whom the information will be shared
4. The reasons for sharing the information
5. The specific information that will be shared
6. The signature of the person authorizing the exchange of information
7. The date the release is signed
8. A statement that the subject of the information has the right to revoke the release at any time
9. An expiration date for the release (remember that even after completion of the program, information may continue to be shared for a specified amount of time for the purpose of program evaluation and the expiration date should include this time frame)

#### II. Obstacles to Making Informed Consent

An informed consent is one in which the person possesses sufficient knowledge of the risks and benefits of the release of information and is capable of making a reasoned choice between alternatives. The following situations should be considered to ensure informed consent is not hindered.

- A. Legal incompetence – Authorizations for exchange of information must be signed by a legal guardian in cases where the subject of the information has been legally determined to be incompetent.
- B. Minors – Individuals under the age of 18 are considered minors and require the signature of a parent or guardian unless the individual is, or ever has been married or has been legally emancipated. Mothers under the age of 18 may still sign consent for services and authorize exchange of information regarding their child.

- C. Language and culture – A written release of information in a language not understood by the client is invalid. The release form should be presented in the individual’s native language. Many immigrants fear that the personal information they provide may put them or their families at risk of deportation. Whenever this is an issue, staff should explain that information is not given to the Immigration and Naturalization Services office.

### III. Protocols to ensure participant confidentiality

All staff should ensure that the confidentiality of the participant/family is preserved at all times. The procedures include, but are not limited to:

- A. Affidavit of understanding of confidentiality (Attachment 19) – The affidavit constitutes promises not to disclose participant information to any other person or agency unless specifically authorized in writing. These affidavits are written, signed and witnessed and kept in the staff’s personnel file.
- B. Phone protocol – All staff should be trained in how to answer phone calls requesting information on participants. A standard “I cannot confirm or deny that the person you are asking about is involved with our program. If you would like, leave your name and phone number and we will get back to you” can be used. This allows the staff time to check the participant’s file to verify if we have a release to share information with the caller/agency.
- C. Participant files – Any papers or files that may contain sensitive or identifying information should be kept in a secure place (locked file cabinet or desk drawer). When staff leave their desk or computer, files should be securely stored.
- D. Computer workstations - Computer workstations that have confidential information or access to confidential information must use the screen lock when staff are away from their desk. All electronic files containing confidential information saved on local workstations or server must be password protected.
- E. Management Information Systems (MIS) – All automated MIS should have established security systems that allow only authorized personnel access. Access to computers that are networked to the MIS should be limited as well as modem lines. A computer that has a modem should also be protected from unauthorized access. Passwords and software can assist in securing the data. Site staff are not allowed to share their passwords. MIS systems should include a method for updating passwords and eliminating access for any staff that leave.
- F. Mailing documents – When it is necessary to mail documents that include confidential information, the envelope containing the documents should be sent via registered or certified mail. The intended recipient should be notified the package is being mailed and the receipt of the package should be verified.
- G. Faxing – Documents with confidential information should be faxed only between secure fax machines and the recipient should be notified prior to sending. The recipient should stand by to receive the fax.
- H. Email – Confidential information should never be included in e-mail or through any social networking venue. If it is necessary to send confidential information via e-mail, the information should be placed in a password protected attachment.

- I. Disposal of documents - Once documents have exceeded the required timeframe for document retention, documents containing confidential information should be disposed of properly by mechanical shredding.
- J. Referrals among programs – When referring a participant to another program for services, site staff should inform the participant of the referral, obtain a Limited Authorization for Exchange of Information to be shared with the referral source and alert receiving program if confidential participant information accompanies the referral.
- K. Transfer of participants between HFF programs – Prior to transferring a family to another HFF program, site staff should obtain a signed release of information to share information with the receiving site. Once the receiving site has obtained a signed consent to participate in the program, the site may send a copy of the participant file via certified mail to the receiving site. All information except for information related to the following may be sent to the receiving site:
  - 1. Acquired Immune Deficiency Syndrome (AIDS),
  - 2. Human Immunodeficiency Virus (HIV),
  - 3. Tuberculosis (TB),
  - 4. Sexually transmitted diseases (STDs),
  - 5. Alcohol or substance abuse treatment, and
  - 6. Mental health treatment Information.

Information related to these topics requires an additional release to be signed specific to this information.

My signature below indicates I have read the Standards of Confidentiality.

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**AFFIDAVIT OF UNDERSTANDING OF  
CONFIDENTIALITY**

I, \_\_\_\_\_, an authorized agent of \_\_\_\_\_  
("Provider"), understand that I am required by state law and 39.202, F.S., to hold Healthy Families Florida (HFF) program participant information confidential and I cannot release any confidential information to any person or entity unless specifically authorized in writing. Further, I understand that I may be guilty of a misdemeanor of the second degree and/or liable to civil suit if I violate that confidentiality.

I have read and understand my responsibilities as outline in Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



## Protocols Ensuring the Protection of Human Subjects

Any site funded by the Ounce of Prevention Fund (OPFF) in whole or in part must at a minimum comply with the protocols specified in this document to keep personal identifying information of individuals who are subject to the evaluation of the funded site confidential and secure. Confidential information is any information that is of a sensitive or personal nature and/or allows identification of an individual. The key information items included in this definition refer to names, social security numbers, addresses, and any other information that allows identification of an individual or family to whom the information refers.

### *Hard Copy Documents*

The documents addressed in this section include any hard copy materials with confidential information on individuals. Examples of documents that might have confidential information are completed questionnaires with names or other identifying information, reports and lists of individuals' names, and site documents that might be submitted to the OPFF as evidence of completing a deliverable or meeting an outcome.

**Transfer and Mailing of Documents** - Mailing documents with confidential information on individuals should be avoided. When it is necessary to mail documents that include confidential information regarding sites funded, administered or evaluated by the OPFF, the envelope containing the documents should be sealed, and the package should be sent using registered mail. The intended recipient should be notified that a package has been mailed and the receipt of the package should be verified by the funded site's staff. If documents are sent via facsimile machine, OPFF staff must be notified prior to faxing to ensure the fax machine is secure.

**Storage and Maintenance of Documents** - Documents with confidential information are to be stored in a locked file cabinet or desk.

**Disposal of Hard Copy Documents** – Hard copies of working documents not required to be retained in the archives and archived documents that have exceeded the required retention period are to be disposed of properly. If such documents contain confidential information, they are required to be mechanically shredded.

### *Electronic Files*

The files addressed in this section include any databases developed and maintained by the OPFF, or other electronic files that contain personal identifying information.

**E-mails and Transfer of Data by E-mail** – All employee e-mail communication must include language prohibiting improper receipt and use of information contained in the e-mail. The appropriate language is included as part of the signature and is as follows:

If confidential information is transferred using e-mail, the information should be contained in a separate attachment that is password protected. Only the individuals sending and receiving the file should know the password.

**Confidential information should not be included in the body of an e-mail message, only in a password-protected attachment. The password for the attached document must be communicated to those authorized to access the information by telephone.**



*Electronic Security*

Staff at sites funded by the OPFF must abide by the following protocols:

Staff must use their assigned user names and network passwords to log onto their assigned workstations.

Staff must use the screen lock to protect local workstations when they are away from their desks.

Access to data management systems developed and maintained by the OPFF is password protected. All Site staff members must use the unique username and/or password assigned to them in accessing the data management system. Site staff members are assigned a level of access in conjunction with their role and responsibility, therefore usernames and/or passwords are not to be shared among staff. Site staff may access data for only their site using their unique usernames and/or passwords. When site staff with access to the data management system terminate their employment with the funded agency, the agency must notify the OPFF staff so that a new username and/or password may be assigned or site staff must delete the username and/or password of the staff who are no longer employed at the site where that option is available.

All electronic files containing confidential information that are saved on local workstations or a server must be password protected.



**Employment Screening Affidavit**

**CONTRACT NO.:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE EMPLOYMENT SCREENING CLAUSE CONTAINED IN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT. ALL REQUIRED STAFF HAVE BEEN SCREENED OR THE VENDOR IS AWAITING THE RESULTS OF SCREENING.

VENDOR NAME: \_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: \_\_\_\_\_  
(Print Name/Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by

\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] \_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced the following I.D. \_\_\_\_\_

VENDOR NAME	FEIN# _____
VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE	
_____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	
PHONE NUMBER: _____	
EMAIL ADDRESS: _____	

(CORPORATE SEAL, IF APPLICABLE)



## Letter of Affidavit for DCF Required On-line Trainings

**(Insert Name of Lead Entity)** attests that all Healthy Families **(insert project name)** staff, both HFF Grant funded and Contribution funded positions, have completed the following:

On or Before <b>April 25, 2025</b>	On or Before <b>April 25, 2025</b>	On or Before <b>April 25, 2025</b>
<input type="checkbox"/> DCF On-Line Security Awareness On-line Training	<input type="checkbox"/> Foundations of Disability Rights	<input type="checkbox"/> HIPAA On-line Training on or before
<input type="checkbox"/> DCF Security Agreement Form	<input type="checkbox"/> ADA Deaf and Hard of Hearing SPOC Designee Training	
	<input type="checkbox"/> ADA Deaf and Hard of Hearing Attestation Form	

**(Insert Name of Lead Entity)** also attests that ALL completed certificates have been printed, attestation documents have been signed and all documents will be placed in each employees personnel file.

Staff unable to complete the required trainings are listed below:

Name as listed in management system	Reason unable to complete training	Anticipated date of completion	Actual date of completion

Sincerely,

**(Insert Lead Entity Representative Name)**  
**(Insert Title)**

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 \_\_\_\_\_

Sworn to \_\_\_\_\_ (or affirmed) and subscribed before me by means of [  ] physical presence or [  ] online notarization, this \_\_\_\_ (numeric date) day, of \_\_\_\_\_ (month), \_\_\_\_ (year), by  
\_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_



**INFORMATION RESOURCE REQUEST (IRR) # \_\_\_\_\_**

<p><b>To:</b>          Jeff Hodge, FCCM          Contract Manager Specialist          2415 N Monroe, Suite 400          Tallahassee, FL 32303  <b>Telephone: 850-556-4290</b></p>	<p><b>From: <u>District 30</u> Office Symbol: <u>OCFW</u></b>  <b>The Ounce of Prevention Fund of Florida</b>  <b>Healthy Families Florida- HF Site Name <u>#25-30-00</u></b>  <b>Kayla Thomas</b>  <b>Telephone: 850-782-4025 Fax</b></p>		
<p><b>Connectivity:</b>  <input type="checkbox"/> LAN                    <input type="checkbox"/> LAN with Gateway  <input type="checkbox"/> Mainframe  <b>Specify Mainframe System _____</b></p>	<p><b>Strategic Plan:</b>  <input type="checkbox"/> Statewide (Resources Referenced on Page _____)  <input type="checkbox"/> District (Resources Referenced on Page _____)  <input type="checkbox"/> Not a Strategic Plan  <b>If not in any Strategic Plan, please see below.</b></p>		
<p><b>Requirements/Benefits (If not in any Strategic Plan):</b> ): The funds for this IT equipment/software are allocated in the contract budget for contract #LJ959, <b>SFY 2025-2026</b> 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.</p> <p><b>*Attach 3 Vendor Quotes</b>  <b>* 3 Year warranty on all computers</b>  <b>* All computers require McAfee Endpoint encryption software</b></p> <ol style="list-style-type: none"> <li>1) What the issue is, ie, what we are trying to accomplish</li> <li>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.</li> <li>3) Who/where the items will be installed.</li> <li>4) If replacing hardware, what will happen to what is replaced, surplus? re-deployed?</li> <li>5) What the impact to the Department will be if the items aren't approved.</li> <li>6) Request adheres to DCF standards yes or no, if no, explain</li> </ol>			
<b>1. Requestor –</b>	<b>Date</b>	<b>2. Supervisor/Manager –</b>	<b>Date</b>
<b>3. Budget Director – Sharon Clark</b>	<b>Date</b>	<b>4. Provider/Contract Representative Rebekkah Sheetz</b>	<b>Date</b>
<b>5. Provider/Contract Representative IT Approval Kayla Thomas</b>	<b>Date</b>	<b>Valid Until:</b>	<b>Total: \$000.00</b>





## Protocol for the Purchase of Property Purchased with HFF Grant Funding

### Protocol for the Purchase of Property

All technology, furniture and phones purchased with HFF Grant funds must be pre-approved by the Department of Children and Families (Department). If a technology/furniture/phone purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. DCF now requires that the order confirmation for the approved IRR items be sent to [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) within 28 days of the IRR approval date. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is made after June 30<sup>th</sup>, the cost will not be reimbursed by the Department or OPFF.

A formal contract/amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and three quotes must be submitted to the contract specialist at [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org).

The contract specialist will review the request and then send it to management for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the project. The project must not make any purchase until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology/furniture/phones purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology/furniture/phones purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

### Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All projects must submit an Information Resource Request (IRR) form and three quotes for each type of equipment/furniture/phone to the contract specialist [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) requesting to purchase new computer hardware, tablets, printers, LCD projectors, smart phones, other technology, specialty software and furniture (including desks, module furniture pieces, cabinets, shelves, chairs, tables, file cabinets, etc).

All three quotes must:

1. Show all of the detailed equipment specifications for each piece of technology listed on the quote
2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. All three quotes must be for the same make and model for:
  - a. each piece of technology and contain the same specifications
  - b. each type of furniture
4. Required 3 year warranty (what the coverage includes) on all computers
5. Required 3-year license for Computrace or GHE Endpoint encryption software on all laptop computers
6. Legible vendor contact information, link to the item and the date quote was pulled
7. Quotes should be locked in for at least 30 days to allow time for the approval process,
8. Ensure that the quotes are legible and clear when submitted
9. Saved in the following format “name of project, name of vendor and type of equipment”

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the items are specialized or cost is higher than a basic model). The purchase request must be for the lowest priced item from the three quotes. The project’s budget must include sufficient funds for purchasing the technology/furniture prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF.

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
 

a. Computers (Desk or Laptop)	e. Televisions	j. Specialized keyboards
b. Monitors	f. Projectors	k. Headsets
c. Tablets	g. Cameras	l. Web cameras
d. DVD players	h. Phones	
	i. Digital storage devices	
2. **Any** software other than Microsoft Office Suite or basic Adobe
3. Computer Licenses
4. Virtual Meeting licenses
5. Digital Licenses
6. Furniture - Examples include but are not limited to:
 

a. Desk	e. File Cabinets	i. Module walls
b. Module desks	f. Tables	j. Chairs (Desk, Office, conference)
c. Bookshelf	g. Conference Tables	k. Specialized furniture
d. Cabinet	h. Stand up desks	
7. Items with a purchase price, or value of \$1,000 or more
8. Items that have a life of 12 months or longer
9. If there are multiple pieces that when combined make a whole piece and the total cost of all pieces combined are more than \$1,000

**Furniture/Phones** – if using HFF Grant funds all furniture items and phones must now be included on the IRR and sent to DCF for approval before the purchase can be made. Send 3 quotes of the items and a completed IRR to [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org).

**Installation/Assembly Fees** – If using HFF Grant funds, this type of expense must also be included on the IRR along with 3 quotes in section B located on page 2.

All items purchased using HFF Grant funds must have a property inventory tag and be listed on the Cumulative Property Inventory.

For equipment or items not listed above, contact Suzie Godfrey at 850-782-4038 or email [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) for verification that the items are allowable prior to purchasing any of these items. If you purchase before receiving an approved IRR DCF will *not* reimburse that expense and the lead agency must cover the expense.

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For additional information or support please contact:  
Suzie Godfrey - [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) - 850-782-4038

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## Protocol for the Disposal of Property Purchased with HFF Grant Funding

### Obtaining Approval to Dispose of Equipment Purchased with HFF Grant Funds

All technology or items that were purchased with Healthy Families Florida (HFF) Grant funds must be approved for disposal before disposing of the item. If disposal occurs without prior approval the lead agency will be held responsible for replacement or reimbursement. Ensure that your IT Department is aware of this requirement. Technology may only be disposed of if it is not working. DCF does not have a planned replacement policy in place and technology may not be disposed of due to:

- Warranty expired
- Age of equipment
- Agency replacement plans

If a project plans to dispose of any technology/furniture that was purchased with Ounce of Prevention (OPFF)/HFF grant funds, the project staff must submit:

- Request for Disposal of Equipment form (Property Inventory)
  - Mark the condition of the equipment accurately
  - The last column should read “Pending Approval” until the approval is given, then it should be changed to the date of disposal
- Letter on the organization’s letterhead (see below for template) indicating:
  - Specific reason/malfunction for each item indicated for disposal
  - All computer drives have been wiped clean to protect confidentiality of data
  - Name of the software or process used for wiping them clean
  - How many times the software was run to ensure all confidential information was erased
  - Signed with blue ink

The project must submit the Property Inventory form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

### Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and the site will still be held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the “Draft” and “Final” Property Inventory lists.

### Request to Dispose on Agency Letterhead - SAMPLE

Request must be on agency letterhead and signed with **blue** ink.

## SAMPLE ON AGENCY LETTERHEAD

April 25, 2023

Healthy Families Florida  
111 N Gadsden St  
Tallahassee, FL 32301

To whom it may concern:

I am requesting to dispose of (Number of pieces and type) 7 laptops originally purchased between 06/28/2007 and 4/10/2019 with HFF Grant funds. Specific issues are listed in the table below.

Property #	Description	Serial #	Purchase Date	Issue
13456	Dell Latitude 131 L laptop	tag-F11C5D1/ 32714447653	6/28/2007	not able to be updated due to the limitations of the hardware - drive space and processor speed
12658	Dell Latitude 131 L laptop	tag - 321C5D1/ 6653525797	6/28/2007	
65428	Dell Latitude 131 L laptop	tag - D11C5D1/ 28360882981	6/28/2007	
56321	Dell Latitude 131 L laptop	tag - 911C5D1/ 19653753637	6/28/2007	
54789	Acer Veriton M4650G desktop	73500019301	4/19/2018	Motherboard failure
98745	Lenovo ThinkPad E475	PF-0X9EXP 18/03	4/19/2018	Motherboard failure
12354	Dell Vostro 15 5000 series laptop	Service tag HBLZ7T2, Ex service code:37707342662	4/10/2019	bulging due to a battery failure which caused fan and other hardware failures. The warranty expired on 4/10/23.

All Computer (or Copier) drives have been wiped clean with \_\_\_\_\_ (name of software) that has been run 3 times to protect the confidentiality of data on the drives.

The (Agency of site name) uses (Recycle Company or where they are disposing ) which picks up the laptops and destroys the hard drives. They provide a certificate of data destruction and a video where they hold up each drive to the camera to show the serial number before they drop it into the drive shredder machine.

All disposal documentation will be kept.

Respectfully,

Signature

Name of person submitting request

Site name and address

For additional information or support please contact:  
Suzie Godfrey - [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) - 850-788-4038



## Protocol for Stolen/Lost/Destroyed Technology Equipment

### Report of Property Stolen/Lost/Destroyed

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is stolen, lost or destroyed the following guidelines must be followed:

1. Project will need to complete the Report of Equipment Stolen/Lost/Destroyed and email it to the HFF Contract Specialist and the HFF Assistant Director. The Police report (if applicable) and Insurance claim report will need to accompany the email.
2. Plan for recovery or replacement of the technology must be included with the report.
3. The Property Inventory and Disposal Document will need to reflect the reason that the item is no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.
4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data.
5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

### Stolen/Lost/Destroyed Equipment Report

Please provide all supporting documentation regarding the stolen/lost device from your Information Systems Security Officer/Data Security Officer. The report of a lost or stolen device must contain the following:

- 1) Date of Report:
- 2) Date device was stolen/lost/destroyed:
- 3) Employee making the report (including e-mail address and telephone number):

- 4) Stolen/Lost/Destroyed device property custodian name/employee name (including e-mail address and telephone number):
- 5) Was the item insured for replacement cost(Y/N):
- 6) If the device was not insured, what is the replacement plan:
- 7) What is the plan for recovery or replacement of the stolen/lost device:
- 8) Insurance claim number:
- 9) Insurance claim report included:
- 10) Property/inventory number of the stolen/lost device:
- 11) Was the stolen/lost/destroyed device purchased with HF funds:
- 12) Date the stolen/lost/destroyed device was purchased:
- 13) Region/location of stolen/lost device:
- 14) Associated program office:
- 15) Make/model of device:
- 16) Property tag number:
- 17) Device serial number:
- 18) How was the device stolen/lost/destroyed:
- 19) Name of law enforcement agency notified:
- 20) Police report number (or other unique identifying criteria):
- 21) Police Report Attached:
- 22) Name of Encryption software installed on machine:
- 23) Date Encryption software installed:
- 24) Encryption enforced (Y/N):
- 25) Did the computer require username and password to access local hard drive(s) (Y/N):
- 26) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
- 27) Was there confidential data on the device (Y/N):
- 28) Recovery efforts and results:

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For additional information or support please contact:  
Suzie Godfrey - [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) - 850-782-4038

Rvsd 4/2025

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**Protocol for  
Catastrophic Loss of  
Technology Equipment for  
Site Name: \_\_\_\_\_**

### Report of Catastrophic Loss

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is destroyed during a catastrophic event and are no longer usable, the following guidelines must be followed:

1. Project will need to complete the Report of Catastrophic Loss and email it to the HFF Contract Specialist and the HFF Assistant Director. The Insurance/FEMA claim report will need to accompany the email.
2. Plan for recovery or replacement of the technology plan must be included with the report.
3. The Property Inventory and Disposal Document will need to reflect the reason for the item no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.
4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data. If applicable
5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. If applicable

### Catastrophic Loss of Equipment Report

Please provide all supporting documentation regarding the Catastrophic Loss device from your Information Systems Security Officer/Data Security Officer. The report of a Catastrophic Loss must contain the following:

- 1) Date of Report to HFF:

- 2) Date device(s) was destroyed
- 3) Employee making the report (including e-mail address and telephone number):
- 4) Property custodian name (including e-mail address and telephone number):
- 5) Was the item(s) insured for replacement cost (Y/N):
- 6) What is the plan for recovery or replacement of the destroyed device:
- 7) Date of Insurance/FEMA claim:
- 8) Insurance/FEMA claim number:
- 9) Insurance/FEMA claim report included:
- 10) Was the physical property recoverable:
- 11) Were the hard drives removed and destroyed:
- 12) Property/inventory number(s) of the destroyed device(s):
- 13) Was the destroyed device purchased with HF funds:
- 14) Date the destroyed device was purchased:
- 15) Region/location of destroyed device:
- 16) Associated program office:
- 17) Make/model of device(s):
- 18) Property tag number(s):
- 19) Device serial number(s):
- 20) How was the device destroyed:
- 21) How was the device disposed of:
- 22) Name of law enforcement/government agency notified:
- 23) Law enforcement/government agency report number (or other unique identifying criteria):
- 24) Law enforcement/government agency report Attached:
- 25) Name of Encryption software installed on machine:
- 26) Date Encryption software installed:
- 27) Encryption enforced (Y/N):
- 28) Did the computer require username and password to access local hard drive(s) (Y/N):
- 29) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
- 30) Was there confidential data on the device (Y/N):
- 31) Was there was information on the destroyed device that is not replicated elsewhere, and if so, what it is?
- 32) Was there any breach of confidentiality (Y/N):
- 33) Recovery efforts and results:

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For additional information or support please contact:  
Suzie Godfrey - [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) - 850-782-4038

Rvsd 4/2025

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## Protocol for the Cumulative Property Inventory List

### Property Inventory Document

All providers must submit a current inventory list of all property, regardless of the purchase date, bought with Ounce of Prevention Fund of Florida (OPFF)/ Healthy Families Florida (HFF) funds if the purchase price was \$1,000 or more **AND/OR** has a life expectancy of one year or longer. The exception is the purchase of technology. All computers/technology/furniture/phones must be listed even if the cost is below \$1,000.

Any items purchased with funds from the Operating Capital Outlay category must be listed on Attachment 28 - Property Inventory and Disposal Form. If technology items were donated to the HFF project they can also be listed on the document. HFF grant funded purchases may not be deleted from this inventory.

OPFF reserves the right to retrieve any and all equipment, furniture or other items purchased with HFF grant funds provided through the subcontract at the termination of the subcontract.

Attachment 28 - Property Inventory and Disposal Form can be found on the HFF Website <http://www.healthyfamiliesfla.org> in the Resource Library in the “Contract Related Forms” or contact the contract specialist. The draft Property Inventory is due to the HFF contract specialist by May 20th and the final Property Inventory is due by June 20th.

This list must include:

- Approved IRR Number
  - If purchased before IRR requirements, use grey to shade the cell
- Property /Inventory number (required for all items purchased with HFF grant funds)
- Description of property (Model)
- Serial number
- Acquisition date (Original date purchased)
- Original cost
- Location at time of disposal
- Condition \*(E-G-F-P)
- Justification for and method of disposal
- Was this purchased with HFF Grant Funds?
  - If the item was not purchased with HFF Grant funds then indicate “No” in this cell
- Has this item been disposed of (Yes or No)?
  - If requesting disposal indicate ”Pending Approval”
  - When approved change to “Yes”
- Disposal date
  - If requesting disposal indicate ”Pending Approval”

- When approved change to the date of disposal

If a project plans to dispose of any technology equipment that was purchased with OPFF/HFF grant funds, the project staff must submit a letter on the organization's letterhead and Attachment 28 - Property Inventory and Disposal Form indicating that all computer drives have been wiped clean to protect confidentiality of data, the name of the software or process used for wiping them clean and how many times the software would be run to ensure all confidential information was erased. The last column on Attachment 27 will contain "Pending approval" for items that are requesting disposal. Once approved that will change to the date it was disposed of.

The project must submit the form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

### **Disposal of Property Purchased with OPFF /HFF Grant Funds**

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

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For additional information or support please contact:  
Suzie Godfrey - [sgodfrey@ounce.org](mailto:sgodfrey@ounce.org) - 850-788-4038

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Rvsd 4/2025



**State of Florida  
Department of Children and Families**

**Rick Scott**  
*Governor*

**Mike Carroll**  
*Secretary*

Live Scan Background Screening Submission Form

**Employers/Providers:**

**Contact your local DCF Background Screening Office for ORI and Live Scan OCA numbers.**

The following information **must** be presented prior to or at the time of screening:

1. **A valid picture ID**
2. **DCF Agency Identifier (ORI)# \_\_\_\_\_**  
This is a nine digit number beginning with FL92 and ending with the letter "Z".  
Example: **FL92----Z**
3. **DCF Live Scan OCA # \_\_\_\_\_**  
This is a nine digit number beginning with your 2 digit Circuit Number, your OCA, and ending with the letter "Z".  
Example: **-----Z**

**Live Scan Vendors:**

Background Screening for the Department of Children and Families **must** include the following:

- A valid ORI entered into the Controlling Agency Identifier field (this may also be the Requesting Agency field) on the Transaction Screen, and
- The Provider Live Scan OCA number entered into the Originating Case Agency Field on the Miscellaneous Screen.

**Applicants**

Present this form to any Live Scan Vendor approved to submit Level 2 Background Screenings through the Florida Department of Law Enforcement.

Live Scan vendors may be found on the Department of Children and Families website, at [www.dcfbackgroundscreening.com](http://www.dcfbackgroundscreening.com), or the Florida Department of Law Enforcement website, at [www.fdle.state.fl.us](http://www.fdle.state.fl.us).



# AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says:  
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant for certification with \_\_\_\_\_, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section: 39.205 failure to report child abuse, abandonment, or neglect
- Section: 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section: 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section: 414.39 fraud, if the offense was a felony
- Section: 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section: 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section: 777.04 attempts, solicitation, and conspiracy to commit an offense listed in this subsection
- Section: 782.04 murder
- Section: 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section: 782.071 vehicular homicide
- Section: 782.09 killing an unborn child by injury to the mother
- Chapter: 784 assault, battery, and culpable negligence, if the offense was a felony
- Section: 784.011 assault, if the victim of the offense was a minor
- Section: 784.021 aggravated assault
- Section: 784.03 battery, if the victim of the offense was a minor
- Section: 784.045 aggravated battery
- Section: 784.075 battery on staff or a detention or commitment facility or on a juvenile probation officer
- Section: 787.01 kidnapping
- Section: 787.02 false imprisonment
- Section: 787.025 luring or enticing a child
- Section: 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section: 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section: 787.06 human trafficking
- Section: 787.07 human smuggling
- Section: 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section: 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section: 794.011 sexual battery
- Former Section: 794.041 prohibited acts of persons in familial or custodial authority
- Section: 794.05 unlawful sexual activity with certain minors
- Section: 794.08 relating to female genital mutilation
- Chapter: 796 prostitution
- Section: 798.02 lewd and lascivious behavior
- Chapter: 800 lewdness and indecent exposure
- Section: 806.01 arson

**CONTINUED ON NEXT PAGE**

Section: 810.02	burglary
Section: 810.14	voyeurism, if the offense is a felony
Section: 810.145	video voyeurism, if the offense is a felony
Chapter 812	relating to theft, robbery, and related crimes, if the offense was a felony
Section: 817.563	fraudulent sale of controlled substances, only if the offense was a felony
Section: 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section: 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section: 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section: 826.04	incest
Section: 827.03	child abuse, aggravated child abuse, or neglect of a child
Section: 827.04	contributing to the delinquency or dependency of a child
Former Section: 827.05	negligent treatment of children
Section: 827.071	sexual performance by a child
Section: 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section: 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism
Section: 843.01	resisting arrest with violence
Section: 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section: 843.12	aiding in an escape
Section: 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter: 847	obscene literature
Section: 859.01	poisoning food or water
Section: 873.01	prohibition on the purchase or sale of human organs and tissues
Section: 874.05	encouraging or recruiting another to join a criminal gang
Chapter: 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section: 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section: 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section: 944.40	escape
Section: 944.46	harboring, concealing, or aiding an escaped prisoner
Section: 944.47	introduction of contraband into a correctional facility
Section: 985.701	sexual misconduct in juvenile justice programs
Section: 985.711	contraband introduced into detention facilities

**THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR POSITIONS REQUIRED TO BE SCREENED UNDER SECTION 408.809, FLORIDA STATUTES:**

In addition to the Chapter 435, F.S. listed offenses the following offenses are also applicable for any licensure or employment required in the applicable statutes.

	<u>Relating to:</u>
Chapter: 408	felony offenses contained in Chapter 408
Section: 409.920	Medicaid provider fraud
Section: 409.9201	Medicaid fraud
Section: 741.28	domestic violence
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 784.03	battery, if the victim is a vulnerable adult as defined in s. 415.102 or a patient or resident of a facility licensed under chapter 395, chapter 400, or chapter 429
Section: 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section: 817.234	false and fraudulent insurance claims
Section: 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section: 817.50	fraudulently obtaining goods or services from a health care provider
Section: 817.505	patient brokering
Section: 817.568	criminal use of personal identification information
Section: 817.60	obtaining a credit card through fraudulent means
Section: 817.61	fraudulent use of credit cards, if the offense was a felony
Section: 831.01	forgery
Section: 831.02	uttering forged instruments
Section: 831.07	forging bank bills, checks, drafts or promissory notes
Section: 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section: 831.30	fraud in obtaining medicinal drugs
Section: 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section: 895.03	racketeering and collection of unlawful debts
Section: 896.101	the Florida Money Laundering Act

**CONTINUED ON NEXT PAGE**

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

SIGNATURE OF AFFIANT: \_\_\_\_\_

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.

SIGNATURE OF AFFIANT: \_\_\_\_\_

I understand that, while employed or volunteering at \_\_\_\_\_ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

SIGNATURE OF AFFIANT: \_\_\_\_\_

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: \_\_\_\_\_

### Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: \_\_\_\_\_



# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9

OMB No. 1615-0047

Expires 05/31/2027

**START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).**

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

**Section 1. Employee Information and Attestation:** Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number
<p><b>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</b></p>		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):				
		<input type="checkbox"/> 1. A citizen of the United States				
		<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)				
		<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)				
<input type="checkbox"/> 4. A noncitizen (other than <b>Item Numbers 2.</b> and <b>3.</b> above) authorized to work until (exp. date, if any)						
If you check <b>Item Number 4.</b> , enter one of these:						
USCIS A-Number		OR		Form I-94 Admission Number	OR	
					Foreign Passport Number and Country of Issuance	
Signature of Employee				Today's Date (mm/dd/yyyy)		

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

**Section 2. Employer Review and Verification:** Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)	<b>Additional Information</b>				
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)	<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.				
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
<b>Certification:</b> I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code		

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

## LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

\* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security               <p style="margin-left: 20px;">For examples, see <a href="#">Section 7</a> and <a href="#">Section 13</a> of the M-274 on <a href="http://uscis.gov/i-9-central">uscis.gov/i-9-central</a>.</p> <p style="margin-left: 20px;">The Form I-766, Employment Authorization Document, is a List A, <b>Item Number 4.</b> document, not a List C document.</p> </li> </ol>
<p><b>Acceptable Receipts</b></p> <p>May be presented in lieu of a document listed above for a temporary period.</p> <p>For receipt validity dates, see the M-274.</p>				
<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	OR	<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List B document.</li> </ul>	AND	<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List C document.</li> </ul>

\*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



**Supplement A,  
Preparer and/or Translator Certification for Section 1**

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**USCIS  
Form I-9  
Supplement A**  
OMB No. 1615-0047  
Expires 05/31/2027

Last Name ( <i>Family Name</i> ) from <b>Section 1</b> .	First Name ( <i>Given Name</i> ) from <b>Section 1</b> .	Middle initial (if any) from <b>Section 1</b> .
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**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code



## Supplement B, Reverification and Rehire (formerly Section 3)

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9  
Supplement B  
OMB No. 1615-0047  
Expires 05/31/2027

Last Name ( <i>Family Name</i> ) from <b>Section 1</b> .	First Name ( <i>Given Name</i> ) from <b>Section 1</b> .	Middle initial (if any) from <b>Section 1</b> .
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**Instructions:** This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name (Family Name)	First Name (Given Name)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.



**THE OUNCE OF PREVENTION FUND OF FLORIDA  
 HEALTHY FAMILIES FLORIDA  
 ADVANCE PAYMENT REQUEST**

Project Name: \_\_\_\_\_ Contract Number \_\_\_\_\_

An advance payment of one twelfth (1/12) of the subcontract amount may be requested.

\_\_\_\_\_ (Amount) \_\_\_\_\_ Grant Year

**REQUESTED BY:**

PAYEE NAME: \_\_\_\_\_

PAYEE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**REVIEWED BY: HEALTHY FAMILIES FLORIDA**

Review by: \_\_\_\_\_

Name: Jennifer Ohlsen \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

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

**APPROVED BY: THE OUNCE OF PREVENTION FUND OF FLORIDA**

Approved by: \_\_\_\_\_

Name: Douglas Sessions, Jr. \_\_\_\_\_

Title: President & CEO \_\_\_\_\_

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



Inspector General  
**NOTIFICATION/INVESTIGATION REQUEST**

**Section I.**

TO: Keith R. Parks, DCF Inspector General

Date:

FROM: Name:

Title/Position:

Office:

Work Phone:

Work Address:

PURPOSE:  Notification Only  Request for Investigation I am reporting this matter under the requirements of CFOP 180-4. I am requesting the protection afforded under the Whistleblower's Act (§ 112.3187 to § 112.3189, Florida Statutes).**Section II. DETAILS OF THE ALLEGATION:**

Subject's

Name:

SSN:

Title/  
Position:

Program:

County:

Work Phone:

Work Address:

Classification:  SES/Senior Management  Career Service  OPS  Other:Any Prior Arrests:  Yes  No If yes, when and offense:

SUMMARY OF EVENTS: (What is the allegation against the employee; what is the basis of the Notification?)

**Section III. SPECIFIC REFERRAL INFORMATION (and date referred [mm/dd/yyyy]):** Law Enforcement: Public Assistance Fraud: Office of Civil Rights: State Attorney: Office of Public Counsel: Abuse Hot Line:**ACTION TAKEN:**

(Indicate any and all disciplinary, personnel or corrective actions already taken along with date of action.)

Arrest reported timely:  Yes  No Employee removed/reassigned from position:  Yes  NoAccess to FAHIS removed:  Yes  No Referred to EAP, if applicable:  Yes  NoIs current criminal charge a "disqualifying offense"?  Yes  No Terminated: Resigned: Suspended:

Number of days suspended:

 Reprimand: Reassigned: None**ADDITIONAL COMMENTS:****CONTACT PERSON (if other than requester):**

Name:

Work Phone:

Title/Position:

**Section IV. FOR IG OFFICE USE ONLY:**Accepted by OSIG:  Yes  No Date: Preliminary Investigation Case Review

Assigned To:

IG Referred To:





Letter of Affidavit for E-Verify Status
Fiscal Year 2025-2026

Healthy Families Polk attests that:

- 1. Beginning January 1, 2021, Healthy Families Polk 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 employee's personnel file.

Sincerely,

Marcia Andersen (handwritten signature)

Marcia Andersen
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 [X] physical presence or [ ] online notarization, this (numeric date) 13 day of (month) March, (year) 2024, by (name of person making statement).



(NOTARY SEAL)

Jennifer L Cooper (handwritten signature)
(Signature of Notary Public-State of Florida)

Jennifer L Cooper (typed name)
(Name of Notary Typed, Printed, or Stamped)

Personally Known [X] OR Produced Identification [ ] Type of Identification Produced



## Letter of Affidavit for E-Verify Status Fiscal Year 2025-2026

***(Insert Lead Entity Name)*** attests that:

1. Beginning January 1, 2021, ***(Insert Lead Entity Name AND Site Name)*** 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.

***(Insert Lead Entity Name)*** also attests that all required documents will be placed in each employees personnel file.

Sincerely,

***(Insert Lead Entity Representative Name)***  
***(Insert Title)***

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 \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [  ] physical presence or [  ] online notarization, this (numeric date) \_\_\_ day of (month) \_\_\_\_\_, (year) 2024, by (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_ OR Produced Identification \_\_\_ Type of Identification Produced \_\_\_\_\_



**Monthly Numbers Served Report**  
 (as pulled from the Performance Management System)  
**Fiscal Year 2025-2026**

**HEALTHY FAMILIES** \_\_\_\_\_

**Monthly Served Report (FY00-00)**  
 Reporting Date: 00/00/0000

Fiscal Year FY25-26

FY25-26	Contracted Monthly Number of Families to Serve	Minimum Monthly Compliance Measure	Actual Monthly Number of Families Served *	Difference between Contracted Monthly Number and Actual Number Served
July				
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				
<b>Total Unduplicated Number of Families Served:</b>				

\* Run the report - Total Families Served w/ Date Parameters to see the families served.

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

<hr style="border: none; border-top: 1px solid black;"/>	Name of entity)
<p>is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.</p> <p>Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Printed Name:</p> <p>Title:</p> <p>Signature: <span style="float: right;">Date:</span></p>	

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

\_\_\_\_\_ [Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



## Office of Inspector General

**REQUEST FOR IG REFERENCE CHECK**

As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. **The request will only be made on the individual that is being recommended to be hired for the position,** if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider. **DO NOT submit a request for each applicant being interviewed.**

**Please note, the OIG has two business days to provide a response to all IG Reference Checks.**

All completed forms must be submitted as a Word document to [Request.for.IG.Reference.Check@myflfamilies.com](mailto:Request.for.IG.Reference.Check@myflfamilies.com)

**Please complete the form in its entirety.**

A search of the OIG database is needed on the following individual:

Name: (First) (Middle) (Last)			Date of Birth:	Driver's License Number:
Alias / Nick Name(s) / Maiden Name:				
Current Physical Address:				
Mailing Address if Different:				
Previous Addresses within last 7 years:				
Indicate if the individual is being considered for: <input type="checkbox"/> Rehire <input type="checkbox"/> Promotion <input type="checkbox"/> Transfer <input type="checkbox"/> Demotion <input type="checkbox"/> New Hire <input type="checkbox"/> Other				
Position being considered for:				
Position(s) previously held within the Department (DCF) or DCF Contract or Subcontract Provider:				
IG Reference Check being requested by:		Reply to:		
Circuit:				
Program Office:				
Institution:				
Provider:				

RESULTS OF IG REFERENCE CHECK: Date IG Reference Check completed: \_\_\_\_\_

- A search of the OIG database has been conducted and the above-named individual **IS NOT NOR HAS BEEN** the subject of an OIG investigation with supported findings.
- Pursuant to § 119.071(7)(k), F.S., "A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential and exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail...."

- A search of the OIG database has been conducted and the following information is provided:

**Within 30 days, return the following response to the OIG** (to be completed only if information was provided in response to the IG Reference Check).

- Individual screened was hired for the position.
- Individual screened was not hired for the position.



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

PHONE: 863-534-5202  
FAX: 863-519-3709  
[www.polk-county.net](http://www.polk-county.net)

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**HEALTH AND HUMAN SERVICES DIVISION**

June 26, 2025

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 State Fiscal Year 2025/2026 contract between the Ounce of Prevention Fund of Florida/Healthy Families Florida and the Polk County Board of County Commissioners will be presented to the Board after July 15, 2025.

The contract provides as follows:

\$394,811.00 Polk County cash match

\$1,333,760.00 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

Director