

**Florida Healthy Kids Corporation**

# **Code of Ethics**

## FLORIDA HEALTHY KIDS CORPORATION

### Designation of Executive Staff

Original Effective Date: April 28, 2006  
Revised Policy Effective: October 16, 2008

**Objective:** To establish a definition of "Executive Staff" as identified in the Florida Healthy Kids Corporation ("FHKC" or "Corporation") Plan of Operation.

**Policy Statement:** "Executive Staff" means any full-time employee of the Corporation whose position title includes the words "Director", "Chief", or "Corporate Counsel".

**Process:**

1. "Executive Staff" means any full time employee of the Corporation whose position title includes the words "Director", "Chief", or "Corporate Counsel". Additional employees may be designated as "Executive Staff" by the Executive Director because of access to and acquisition of valuable and confidential information of a special and unique nature relating to FHKC; access to certain financial information; or because the job functions or contacts of that individual could create in persons outside the Corporation a reasonable perception that such employees have influence with the Corporation's decision makers.
2. If due to organizational restructuring, staff changes or position description revisions the Executive Director determines that additional employees should be designated as "Executive Staff," the Executive Director shall notify the Board of Directors of any such designations.

**FLORIDA HEALTHY KIDS CORPORATION**  
**Background Checks for Designated Corporation Staff**

Effective Date: April 28, 2006  
Revised Policy Effective: March 21, 2013

**Objective:** To establish a corporate policy determining the minimum level of criminal background checks required of FHKC employees.

**Policy Statement:** Prior to employment, all potential FHKC employees shall be subject to a Florida Department of Law Enforcement (FDLE) background check.

In addition to the FDLE background check, FHKC shall also conduct a more extensive criminal background check on the following employees:

1. Executive Staff;
2. Any employee with authority to transfer funds in or out of the Corporation's bank accounts or with access to employee benefit accounts; and,
3. Any person specifically designated by the Executive Director or FHKC Board of Directors.

**Process:**

1. All potential candidates for employment shall be screened by the FHKC Human Resources department utilizing the Florida Department of Law Enforcement (FDLE) system prior to the offering of any employment.
2. If a potential candidate has a record in the FDLE system, the Executive Director shall determine whether or not such activity would preclude the applicant's future employment at FHKC. In cases in which the applicant's record includes conviction of a felony, the Executive Director may not consider such applicant for employment without the approval of the Executive Committee.
3. In addition, all potential candidates for employment will answer in writing questions intended to reveal any instance in which the candidate has been arrested or convicted in any jurisdiction, including records the candidate may believe to have been expunged or otherwise sealed by a court of competent jurisdiction. In cases in which the applicant's response includes a felony, the Executive Director may not consider such an applicant for employment without the approval of the Executive Committee.
4. Follow-up background checks may be conducted at any time on any FHKC employee at the Executive Director's discretion, or at the request of the FHKC Board of Directors.
5. Information revealed during any criminal background check may result in the employee's demotion, re-assignment of duties or other personnel action, including termination, at the discretion of the Executive Committee.

## FLORIDA HEALTHY KIDS CORPORATION

### Standards of Conduct Policy

Original Effective Date: April 28, 2006  
Amended Policy Effective March 21, 2013

**Objective:** To create a corporate policy establishing standards of conduct designed to prevent Conflicts of Interest for Board Members, Committee Appointees and employees of the Florida Healthy Kids Corporation.

**Policy Statement:** All FHKC Board Members and Ad-Hoc Board Members (collectively referred to as "Members"), other individuals appointed by the Board Chair as participants on any committee ("Committee Appointees") and all employees shall disclose any relationships, financial or otherwise, with any contractor, vendor or entity that conducts business with FHKC. Additionally, Members, Committee Appointees or employees shall not accept any gifts, including but not limited to, any meal, service or item of value, even de minimis, from any such contractor, vendor or entity that currently conducts business with FHKC or seeks to conduct business with FHKC in the future.

#### Standards of Conduct:

1. No Healthy Kids Board Member, Committee Appointees or employee acting in his or her official capacity shall, either directly or indirectly, purchase, rent, or lease any realty, goods, or services for FHKC from any business entity in which the Member, Committee Appointees or employee, or the Member's, Committee Appointee's or employee's spouse or child has a material interest or is an officer, partner, director, or proprietor. Nor shall a Member, Committee Appointee or employee, acting in a private capacity, rent, lease, or sell, any realty, goods, or services to the Florida Healthy Kids Corporation.
2. No Member, Committee Appointee or employee shall corruptly use or attempt to use his or her official position, or any FHKC property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit or exemption for himself, herself or others.
3. All Members, Committee Appointees and employees shall fully disclose any potential conflicts of interest upon their appointment or hiring, and annually thereafter, utilizing a form approved by the Corporation's Board of Directors. The disclosure shall be written and include the names of all organizations, entities or individuals, the nature and length of that relationship that may be considered a conflict of interest. FHKC staff shall maintain a current listing of all contractors, vendors and other entities that conduct business with FHKC and provide such listing to Members, Committee Appointees and employees on a regular basis.
4. The Member, Committee Appointee or employee shall recuse himself or herself from any action for which the Member's, Committee Appointee's or employee's vote or influence may provide a benefit to the named organization, entity or individual. The Member, Committee Appointee or employee shall announce his or her recusal prior to any action or vote and such recusal shall be included in the official Minutes of that meeting or in the employee's personnel file.
5. All Members, Committee Appointees and employees shall also disclose any relationship to an applicant or enrollee in the Florida Healthy Kids or Florida KidCare Program. A "relationship" shall be defined as a family member, personal friend, or any current or prior connection to an applicant or enrollee that might create or provide the appearance of a conflict of interest.
6. It is each individual's responsibility to adequately disclose any relationship that could result in a conflict of interest in a timely manner, and to maintain an accurate record of any such relationships.

7. Members, Committee Appointees and employees are prohibited from accepting any individual gifts, including but not limited to, any meal, service or item of value, even de minimis, from any contractor, vendor or entity that is currently providing services to FHKC, or that the Member, Committee Appointee or employee could reasonably know or expect may seek to provide goods or services to FHKC in the future. This prohibition does not apply to gifts exchanged between relatives or family members and Members, Committee Appointee or employees.
8. Additionally, no Member, Committee Appointee, Executive Director or any Executive Staff member, as defined in the Code of Ethics, shall personally represent another person or entity for compensation before the Board or Corporation for a period of two (2) years following vacation of their position unless employed or retained by a governmental agency or entity. This paragraph does not apply to individuals appointed by or employed with FHKC on or before June 1, 2008, unless expressly agreed upon in writing by the Member, Committee Appointee, Executive Director or Executive Staff member. Other non-Executive Staff employees may be subject to post-service employment restrictions if such restrictions were agreed upon by both parties prior to employment, and were reduced to writing with a copy placed in the employee's personnel file.
9. Waiver of any of these provisions for a particular employee or Committee Appointee may be granted by the Executive Director with the approval of the Executive Committee if the Executive Committee determines such a waiver will not adversely impact the Corporation. Any such waiver should detail the provisions waived, be signed by the employee or Committee Appointee and Executive Director, and a copy kept in the employee's personnel file or the Committee Appointee's corporate file. Any waiver granted under this section shall be reviewed annually by the Executive Committee regarding its continuing status.
10. The Members' and Committee Appointees' annual disclosure statement shall be provided to the appointing official and included in their corporate file. The employee's annual disclosure statement shall be included in the employee's personnel file.
11. FHKC staff shall maintain a current listing of all contractors, vendors and other entities that conduct business with FHKC, and provide such listing to Members, Committee Appointees and employees on a regular basis, but no less frequently than annually.
12. Any employee found to violate any of these standards shall be subject to discipline, up to and including dismissal, at the discretion of the Executive Director.

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**Florida Healthy Kids Corporation**  
**Accounts Payable Vendor Listing**  
**Updated: March 28, 2013**

3 W Studios	Florida Institute of Certified Public Managers
Access Translation Services	Fidelity Brokerage Services
ACS	Fidelity Investments
ADP, Inc.	Financial Healthcare Strategies
Adecco	Florida Bar Bldg Corp
Advantica	Florida Center for Public Manager
Affiliated News Services	Florida Department of Revenue
AFLAC	Florida Insurance School
Agency for Health Care Administration	Florida Prepaid College
AK Consulting Group	Florida Society of Certified Public Managers
Allen, Norton & Blue	Florida Sterling Council
American Audio Visual	Florida Trend
American Express	Fred Pryor Seminars
American Institute of CPAs	FSU Reservation
American National Ins. Company	Georgia Florida Burglar Alarm
AT&T	Glass Pro Shop
Auto Owners Insurance	Graphateria
Awards 4U	Hackbarth Delivery Services
Bill 2 Pay/Intuition Systems	Healthcare District
Blackbaud (Kintera Fundware)	Hendry Regional Medical Center
Broward County School Board	ILAND Internet Solutions
Capital Health Plan	IMARCS
Carr Riggs Ingram CPAs	James Moore & Co
CDW Direct, LLC	Jelly Bean Communications
Clothesline	Kathryn Clinefelter
Coaching Options	Kennedy Communications
Comcast	Language Line Services
Computer Tutors	Lee County
Copyfax 2000 Inc.	Leon County Administration
CPI Qualified Plan	LexisNexis
Cypress Data Solutions	Lobby Tools
DATEL Software Solutions	Main Street Group
De Lage Landen Financial Serv.	Maxim Healthcare Services
Dell Commercial Credit	Maximus
Deltacom	Merrill Lynch
Department of Economic Opportunity	More Health
Department of Financial Services	My Office Products
Department of Insurance	Neil Brooks Electric Repair
Executive Office Supply	North Highland Group
FASTSIGNS	Pennington Moore & Wilkinson
Fatpipe Networks/Ragula System	Pitney Bowes Purchase Power
Federal Express	Printworks

QAS. Ltd  
Quality Companies  
Randy Fritz  
ReadyTalk  
Robert Half Finance & Accounting  
RonSachs Communications  
Ross Health Actuarial Services  
SafeGuard Business Systems  
SalterMitchell, Inc.  
SAM'S CLUB  
Service Office Supply  
Shred-it Tallahassee  
Signs Unlimited  
Solo Printing  
Southern Owners Insurance  
State Farm Insurance

SunTrust Banks Inc.  
Tallahassee Democrat  
Tallahassee Memorial (Employer Assistance)  
TALX Corporation  
TAMCO Capital Corp  
Target Copy  
Telania, Inc.  
United Parcel Service  
United States Dept of Homeland Security  
United States Postmaster  
University of Florida - ICHIP  
Unum Life Insurance  
US Analytics Solutions Group  
Wells Fargo Bank  
Zenith Insurance Company

**Florida Healthy Kids Corporation**  
**Vendor Listing – Healthcare**  
**Updated: March 28, 2013**

AMERIGROUP Corporation  
Blue Cross Blue Shield of Florida  
Coventry/VISTA  
DentaQuest  
Florida Health Care Plans, Inc.  
Sunshine State Health Plan  
United Healthcare of Florida  
WellCare of Florida, Inc.  
MCNA Dental



**Florida Healthy Kids Corporation**  
**Vendor Listing – Local Match**  
**Updated: March 28, 2013**

Charlotte County Administration  
Collier County Health Dept  
Martin County Board of County Commissioners  
St. Lucie County – Kids Connected by Design  
Volusia County – Halifax Health Healthy Communities

**Florida Healthy Kids Corporation**  
**Vendor Listing - Marketing**  
**Updated: March 28, 2013**

2-1-1 Brevard, Inc.	Florida HOSA
ALARM International	Glades Initiative
American Second Harvest	Godby High School
Bay County Health Department	Harrison Arts Center
Bay, Franklin, Gulf Healthy Start Coalition	Harvest Time International
Black Expo	HCD of Palm Beach County
Brehon Institute	Health Council of Southeast
Brevard Health Alliance, Inc.	Healthy Kids of St. Lucie County
Broward County Health Department	Healthy Start Coalition of Hardee Highland
Bright Feats	Healthy Start Coalition of Jeff, Mad & Taylor
Calhoun County Health Department	Healthy Start Coalition of Pinellas
Celebration Praise	Helping People Succeed
Charlotte County Family Services	Hillsborough County Health
Child Care of Southwest FL	Hillsborough Kids Healthcare Foundation
Childhood Development Services	Hollywood Hills High School
Children's Service Council/Brevard	Hope Now International
Chipola Healthy Start	Human Services Coalition
Clearwater High School	Immaculata La Salle High
Co Cathedral of Saint Thomas	Jacob Chapel Baptist Church
Coconut Grove Pumpkin Patch	Jewish Community Center/W Palm
Collier County Health Department	John Long Middle School
Community Tampa Bay	Lafayette County School Board
Congregations for Community Action	Lake County Board of County Commissioners
Crayon King	Lake Sumter Medical Society
Cypress Lake High School	Leon County Schools
Deltona High School	Lincoln High School
Direct Hit Marketing	Lowry Park Zoo of Tampa
Dunnellon Middle School	Madison County Central School
Early Learning Coalition Brevard	Madison County Health Department
East Coast Signs and Shirts	Miami-Dade AHEC
Edgewater High School	Miami-Dade County Public Schools
Family Central	Minority Development & Empowerment, Inc.
Families Count	New Tampa Marketing & Concierge Services, Inc
Family Resource Connection	North Florida Hispanic Association
Federations of Congregations United to Serve	Northeast Florida Healthy Start Coalition
Florida Community Health Centers	Northwest FL Comp/Children's Serv

Oakleaf Junior High School  
Okaloosa County Comprehensive  
Okeechobee County Fire Rescue  
Okeechobee School District  
Orange Blossoms Family Health Center  
Orange Co. Healthy Start Coalition  
Osceola County School of Arts  
Oviedo High School  
Palm Harbor University High School  
Panhandle Area Consortium  
Polk Collaborative Partners  
Polk County Family Fitness Initiative  
Pope John Paul II Catholic School  
Premier Community Health Care Group  
Project Patchwork, Inc.  
Putnam Health Department  
Ridgewood High School  
Right Touch Athletics  
Riverside Elementary School  
Rural Social Services  
Sanibel School  
Sarasota County Health Department  
School Board of Miami-Dade  
School District of Bay County  
School District of Palm Beach  
School District of Volusia County  
Seagull Industries  
SeaWind Elementary PTSA  
Seminole Ridge Community High  
Shared Services Network  
S. Brevard Interfaith Sponsor  
South Tech Academy  
St. John Evangelist School  
St. Joseph' Children's Hospital  
STEPS in the Right Direction  
TW Promotion  
Telania  
United Way of Big Bend  
United Way of Central Florida  
United Way of Florida

United Way of Marion County  
University of South Florida  
Volunteer Services of Manatee Co  
Volunteer Way/ New Port Richey  
Whole Child Connection

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**FLORIDA HEALTHY KIDS CORPORATION**

**STATEMENT OF CONFLICT OF INTEREST  
AND  
ATTESTATION REGARDING POST-SERVICE RESTRICTIONS**

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16 **FLORIDA HEALTHY KIDS CORPORATION**

17 661 E. Jefferson Street  
18 2<sup>nd</sup> Floor, Florida Bar Annex Building  
19 Tallahassee, Florida 32301  
20 (850) 224-5437

21 **ATTESTATION REGARDING CODE OF ETHICS**

22  
23  
24  
25 I, \_\_\_\_\_, acknowledge receipt of the Florida  
26 Healthy Kids Corporation’s Code of Ethics as revised on \_\_\_\_\_, 2013 and  
27 affirm that I have read and understood the provisions of the Florida Healthy Kids  
28 Corporation’s Code of Ethics.

29  
30 Furthermore, as a Board Member/Ad-Hoc Board Member/Committee Appointee,  
31 Executive Staff Member (circle appropriate category) of the Florida Healthy Kids  
32 Corporation, upon my appointment/employment (circle appropriate category) I  
33 agree to disclose any and all personal and business relationships that create a  
34 conflict of interest or may present the appearance of a conflict of interest.

35  
36 If additional applicable relationships arise that may also relate, directly or  
37 indirectly, to the Florida Healthy Kids Corporation, I agree to amend this  
38 Disclosure Form as soon as possible, but on at least an annual basis.

39  
40 I understand and accept the Post-Service Restrictions provided for under the  
41 Code of Ethics and agree not to personally represent another person or entity for  
42 compensation before the Board or Florida Healthy Kids Corporation for a period  
43 of two (2) years following vacation of my position unless employed or retained by  
44 a governmental entity or agency. I understand that if I was appointed or  
45 employed on or before June 1, 2008, this provision does not apply to me unless  
46 expressly agreed upon in writing between the Florida Healthy Kids Corporation  
47 and myself.

48  
49 By my signature below, I certify that as a Board Member\Committee  
50 Appointee/Employee that I will abide by the Florida Healthy Kids Corporation’s  
51 Code of Ethics and will notify the Florida Healthy Kids Corporation immediately of  
52 any changes as required under this Code of Ethics.

53  
54 \_\_\_\_\_  
55 Member/Committee Appointee/Employee Name:  
56 Date Signed

57  
58 *Witnessed By:* \_\_\_\_\_  
59  
60 *Signature of Witness* *Date Witnessed*

*The following are relationships, business and personal, that may create a conflict of interest that I am hereby disclosing:*

Type of Relationship (Business, Personal)	Name of Organization or Individual	Status of Organization or Individual (Current Contractor, Applicant, Enrollee, etc.)	Term of Relationship

1 **FLORIDA HEALTHY KIDS CORPORATION**

2 **Dual Employment Restrictions**  
3 **Corporation Employees**

4  
5 Effective Date: January 19, 2006

6  
7 **Objective:** To create a policy establishing dual employment guidelines for  
8 FHKC Employees.

9  
10 **Policy Statements:** Healthy Kids employees, whether full-time, part-time or OPS  
11 status, may not hold dual employment with any contractor, vendor  
12 or other entity that conducts business with FHKC.

13  
14 **Process:**

- 15  
16 1. All employees shall be provided written notification of this policy prior to hiring.  
17 The employee shall certify receipt of such restrictions and the certification shall  
18 be placed in the employee's personnel file.  
19  
20 2. All employees shall disclose to their supervisor and Human Resources any dual  
21 employment which includes part-time or full-time positions outside of FHKC.  
22 Upon notification, Human Resources shall review whether or not any conflict of  
23 interest exists and report such findings to the Executive Director.  
24  
25 3. If an employee is found to hold employment with a current contractor, vendor or  
26 other organization that does business or seeks to do business with FHKC, the  
27 employee may be subject to discipline, including but not limited to demotion,  
28 leave without pay or termination until the dual employment conflict is resolved.  
29 Any such employee action shall be at the discretion of the Executive Director.  
30  
31 4. It is the employee's responsibility to maintain an accurate record with Human  
32 Resources of any dual employment.  
33  
34  
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36 **FLORIDA HEALTHY KIDS CORPORATION**

37 **Post-Service Restrictions**  
38 **Board Members and Executive Staff**

39  
40 Effective Date: June 1, 2006, Revised as of March 21, 2013.

41  
42 **Objective:** To establish a corporate policy creating post-service employment  
43 restrictions for Board Members, Ad-Hoc Board Members,  
44 Committee Appointees and Executive Staff.  
45

46 **Policy Statement:** No Board Member, Ad Hoc Board Member, Committee Appointee,  
47 the Executive Director, or the Executive Staff shall personally  
48 represent another person or entity for compensation before the  
49 Board or Corporation for a period of two (2) years following  
50 vacation of position unless employed or retained by a  
51 governmental agency or entity. This policy shall not be applied to  
52 any individual appointed or employed by FHKC on or before June  
53 1, 2008, unless expressly agreed upon in writing by the affected  
54 individuals.  
55

56 **Process:**

- 57
- 58 1. Upon appointment, all Board Members, Ad-Hoc Board Members and Committee  
59 Appointees shall be informed in writing of the post-service employment  
60 restrictions and shall certify receipt of such guidelines.  
61
  - 62 2. Prior to hiring, Executive Staff shall be informed in writing of the post-service  
63 employment restrictions and shall certify receipt of such guidelines.  
64
  - 65 3.
  - 66 4. Other FHKC employees may be subject to post-service employment restrictions  
67 if such restrictions were agreed upon by both parties prior to employment and  
68 were reduced to writing with a copy placed in the employee's personnel file.  
69
  - 70 5. Waiver of this policy for a particular employee may be granted by the Executive  
71 Director with the approval of the Executive Committee if the Executive Director  
72 determines such a waiver will not adversely impact the Corporation.  
73  
74