

Florida Healthy Kids Corporation

Code of Ethics

Last Adopted October 21, 2010
Vendor List Updated September 26, 2011

FLORIDA HEALTHY KIDS CORPORATION

Designation of Executive Staff

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

Objective: To establish a definition of "Executive Staff" as identified in the Corporation's 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 marketable perception that the designated staff have influence with the decision makers.
2. If due to organizational restructuring, staff changes or position description amendments the Executive Director determines that additional employees should be so designated, the Executive Director shall notify the Board of any such changes.

FLORIDA HEALTHY KIDS CORPORATION
Background Checks for Designated Corporation Staff

Effective Date: April 28, 2006

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

Policy Statement: Prior to employment, all potential 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. Controller;
2. Cash Management Specialist;
3. Any employee with check signing authority on the Corporation's bank accounts;
4. Executive Staff; and,
5. Any person so 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. 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 on any FHKC employee at the Executive Director's discretion or at the request of the FHKC Board of Directors.
5. Any findings during a more extensive criminal background check may result in the employee's demotion, re-assignment of duties or other personnel action at the discretion of the Executive Committee.

FLORIDA HEALTHY KIDS CORPORATION

Standards of Conduct Policy

Effective Date: April 28, 2006

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

Policy Statement: All FHKC Board Members and Ad-Hoc Board Members (collectively referred to as "Members") and employees shall disclose any relationships, financial or otherwise, with any contractor, vendor or entity that conducts business with FHKC. Additionally, Members and employees shall not accept any gifts, including but not limited to, any meal, service or item of value even de minimus from those named above that currently conduct or seek to conduct business with FHKC in the future.

Process:

A. For Members and Staff:

A-1. Upon adoption of this policy and then annually thereafter, current Members and employees shall be required to sign a FHKC *Conflict of Interest Statement* indicating any relationships, financial or otherwise, with any contractor, vendor or entity that currently conducts, has sought or has indicated an intent to conduct business with FHKC in the future. Such disclosures shall also include any relationships with applicants to or enrollees in the Florida Healthy Kids and KidCare Program.

A-2. New Members and staff shall execute the *Conflict of Interest Statement* upon their appointment or hiring.

A-3. It is each individual's responsibility to ensure that any required updates to their *Conflict of Interest Statement* are provided on a timely basis. Refusal to sign an updated *Statement* is reportable to the Member's appointing official or, in the case of employees, to the Executive Director.

A-4. Members and employees are prohibited from accepting any individual gifts, including but not limited to, any meal, service or item of value even de minimus from any contractor, vendor or entity that is currently providing services to FHKC or that the Member or Staff could reasonably know or expect may seek to provide goods or services to FHKC in the future. Gifts exchanged between relatives, family members, Members or FHKC employees to whom this prohibition would otherwise apply are not included in this exclusion.

A-5. 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 and employees on a regular basis.

B. For Members:

Members who have identified any conflicts of interests shall recuse themselves from any vote at any board meeting, committee or subcommittee meeting where the Member's vote or action on behalf of another would constitute a conflict of interest. The Member's recusal shall be noted in the minutes of the meeting in which the recusal occurred.

C. For Staff:

C-1. Any employee who has identified any conflicts of interests may be re-assigned, temporarily or permanently, from any job function, responsibility, project or process where the employee's impartiality cannot be assured or where the employee's relationship or influence would create the appearance of a conflict of interest. Any such re-assignment shall be at the discretion of the Executive Director.

C-2. 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: September 26, 2011

3 W Studios	Department of Financial Services
Access Translation Services	Department of Insurance
ACS	Executive Office Supply
ADP, Inc.	FASTSIGNS
Adecco	Fatpipe Networks/Ragula System
Advantica	Federal Express
Affiliated News Services	Florida Institute of CPAs
AFLAC	Fidelity Brokerage Services
Agency for Health Care Administration	Fidelity Investments
Agency for Workforce Innovation	Financial Healthcare Strategies
Allen, Norton & Blue	Florida Bar Bldg Corp
American Audio Visual	Florida Center for Public Manager
American Express	Florida Department of Revenue
American Institute of CPAs	Florida Insurance School
American National Ins. Company	Florida Prepaid College
AT&T	Florida Society of Certified Public Managers
Auto Owners Insurance	Florida Trend
Awards 4U	Fred Pryor Seminars
Axxess Technologies, Inc.	FSU Reservation
Bill 2 Pay/Intuition Systems	Georgia Florida Burglar Alarm
Blackbaud (Kintera Fundware)	Glass Pro Shop
Blank and Meenan, P.A.	Graphateria
Brewton Plante, P.A.	Hackbarth Delivery Services
Broward County School Board	Healthcare District
Buttner Hammock	Hendry Regional Medical Center
Capital Business Interiors	Hoover Development
Capital Health Plan	Humphrey Anderson Law Firm
Carr Riggs Ingram CPAs	IMARCS
CDW Direct, LLC	Integrated Solutions for Non-Profit
Champions Engraving & Trophies	Kathryn Clinefelter
Clothesline	Kennedy Communications
Coaching Options	Language Line Services
COLONIAL PRESS INT'L INC	Lee County
Comcast	Leon County Administration
Copyfax 2000 Inc.	LexisNexis
CPI Qualified Plan	Lobby Tools
Cypress Systems Consulting	Lynne Adams Takacs Consulting
DATEL Software Solutions	Main Street Group
De Lage Landen Financial Serv.	Mateer & Harbert
Dell Commercial Credit	My Office Products
Deltacom	North Highland Group

Pitney Bowes Purchase Power
Printworks
QAS. Ltd
Quality Companies
Randy Fritz
ReadyTalk
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 - ICHP
Unum Life Insurance
US Analytics Solutions Group
Wells Fargo Bank
Zenith Insurance Company

**Florida Healthy Kids Corporation
Vendor Listing – Healthcare
Updated: September 26, 2011**

AMERIGROUP Corporation
Blue Cross Blue Shield of Florida
Coventry/ VISTA Healthplan Inc.
DentaQuest/ Atlantic Dental, Inc
Florida Health Care Plans, Inc.
Health Options, Inc.
HealthEase & Staywell
MCNA Dental Plan
Simply Healthcare
United Healthcare of Florida
WellCare HMO, Inc.

**Florida Healthy Kids Corporation
Vendor Listing – Local Match
Updated: September 26, 2011**

Charlotte County Administration
Collier County Health Dept
Jacksonville Children's Commission
Lee County – Healthy Start Coalition of SW Florida
Leon County Board of County Commissioners
Martin County Board of County Commissioners
School Board of Alachua County
St. Lucie County – Kids Connected by Design
Volusia County – Halifax Health Healthy Communities

Florida Healthy Kids Corporation
Vendor Listing - Marketing
Updated: September 26, 2011

2-1-1 Brevard, Inc.	Healthy Start Coalition of Jeff, Mad & Tayl
ALARM International	Healthy Start Coalition of Pinellas
American Second Harvest	Hillsborough County Health
Bay County Health Department	Hillsborough Kids Healthcare Foundation
Bay, Franklin, Gulf Healthy Start Coalition	Hollywood Hills High School
Black Expo	Hope Now International
Brehon Institute	Human Services Coalition
Brevard Health Alliance, Inc.	Immaculata La Salle High
Bright Feats	Jewish Community Center/W Palm
Celebration Praise	John Long Middle School
Charlotte County Family Services	Lafayette County School Board
Child Care of Southwest FL	Lake County Board of County Commissioners
Childhood Development Services	Lake Sumter Medical Society
Children's Service Council/Brevard	Leon County Schools
Chipola Healthy Start	Lincoln High School
Clearwater High School	Lowry Park Zoo of Tampa
Collier County Health Department	Madison County Central School
Congregations for Community Action	Madison County Health Department
Crayon King	Miami-Dade County Public Schools
Cypress Lake High School	Minority Development & Empowerment, Inc.
Deltona High School	New Tampa Marketing & Concierge Services, Inc
Direct Hit Marketing	Northeast Florida Healthy Start Coalition
Dunnellon Middle School	Northwest FL Comp/Children's Serv
Early Learning Coalition Brevard	Oakleaf Junior High School
East Coast Signs and Shirts	Okaloosa County Comprehensive
Edgewater High School	Okeechobee School District
Families Count	Orange Blossoms Family Health Center
Family Resource Connection	Orange Co. Healthy Start Coalition
Federations of Congregations United to Serve	Osceola County School of Arts
Florida Community Health Centers	Oviedo High School
Godby High School	Palm Harbor University High School
Harrison Arts Center	Panhandle Area Consortium
Harvest Time International	Polk Collaborative Partners
HCD of Palm Beach County	Polk County Family Fitness Initiative
Healthy Kids of St. Lucie County	Premier Community Health Care Group
Healthy Start Coalition of Hardee, Highlan	Project Patchwork, Inc.

Putnam Health Department
Ridgewood High School
Right Touch Athletics
Riverside Elementary School
Rural Social Services
Sanibel School
Sarasota County Health Department
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
Telania
United Way of Big Bend
United Way of Central Florida
United Way of Florida
University of South Florida
Volunteer Services of Manatee Co
Volunteer Way/ New Port Richey
Whole Child Connection

FLORIDA HEALTHY KIDS CORPORATION

STATEMENT OF CONFLICT OF INTEREST

AND

ATTESTATION REGARDING POST-SERVICE RESTRICTIONS

No Healthy Kids Board Member, Ad-Hoc Board Member (“Member”) or Employee acting in his or her official capacity shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for Healthy Kids from any business entity in which the Member, Employee or the Member’s or Employee’s spouse or child has a material interest or is an officer, partner, director, or proprietor. Nor shall a Member or Staff, acting in a private capacity, rent, lease, or sell, any realty, goods, or services to the Florida Healthy Kids Corporation.

No Member or Employee shall corruptly use or attempt to use his or her official position or any 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.

All Members and Employees shall fully disclose any potential conflicts of interest upon their appointment or hiring and annually thereafter utilizing a form approved by the 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.

The Member or Employee shall recuse himself or herself from any action for which the Member’s or Employee’s vote or influence may provide a benefit to the named organization, entity or individual. The Member 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.

All Members and Employees shall also disclose any relationship to an applicant or enrollee in the Florida Healthy Kids or Florida KidCare Program. A relationship shall mean 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.

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.

Additionally, no Member, Executive Director or Executive Employee 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 position unless employed or retained by a governmental agency or entity. As a matter of law, this paragraph shall not be applied retroactively unless expressly agreed upon in

writing by the Member, Executive Director or Executive Employee. Other non-Executive Employee staff 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.

Waiver of this policy for particular employee may be granted by the Executive Director with the approval of the Executive Committee if the Executive Director determines such a waiver will not adversely impact the Corporation.

The Member's annual disclosure statement shall be provided to the appointing official and included in their member file. The Employee's annual disclosure statement shall be included in the Employee's personnel file.

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FLORIDA HEALTHY KIDS CORPORATION

661 E. Jefferson Street
2nd Floor, Florida Bar Annex Building
Tallahassee, Florida 32301
(850) 224-5437

ATTESTATION REGARDING CODE OF ETHICS

I, _____, acknowledge receipt of the Florida Healthy Kids Corporation's Code of Ethics as revised on October 22, 2009 and affirm that I have read and understood the provisions of the Florida Healthy Kids Corporation's Code of Ethics.

Furthermore, as a Board Member/Ad-Hoc Board Member/Staff Member (circle appropriate category) of the Florida Healthy Kids Corporation, upon my appointment/employment (circle appropriate category) I agree to disclose any and all personal and business relationships that create a conflict of interest or provide the appearance of a conflict of interest.

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

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

By my signature below, I certify that as a Board Member\Employee that I will abide by the Florida Healthy Kids Corporation's Code of Ethics and will notify the Florida Healthy Kids Corporation immediately of any changes as required under this Code of Ethics.

Member/Staff Name:

Date Signed

Witnessed By: _____

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

FLORIDA HEALTHY KIDS CORPORATION

**Dual Employment Restrictions
Corporation Employees**

Effective Date: January 19, 2006

Objective: To create a policy establishing dual employment guidelines for FHKC Employees.

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

Process:

1. All employees shall be provided written notification of this policy prior to hiring. The employee shall certify receipt of such restrictions and the certification shall be placed in the employee's personnel file.
2. All employees shall disclose to their supervisor and Human Resources any dual employment which includes part-time or full-time positions outside of FHKC. Upon notification, Human Resources shall review whether or not any conflict of interest exists and report such findings to the Executive Director.
3. If an employee is found to hold employment with a current contractor, vendor or other organization that does business or seeks to do business with FHKC, the employee may be subject to discipline, including but not limited to demotion, leave without pay or termination until the dual employment conflict is resolved. Any such employee action shall be at the discretion of the Executive Director.
4. It is the employee's responsibility to maintain an accurate record with Human Resources of any dual employment.

FLORIDA HEALTHY KIDS CORPORATION

Post-Service Restrictions Board Members and Executive Staff

Effective Date: June 1, 2006

Objective: To establish a board policy creating post-service employment restrictions for Board Members, Ad-Hoc Board Members and Executive Staff.

Policy Statement: No Board Member, Ad Hoc Board Member, the Executive Director, or the Executive Staff shall personally represent another person or entity for compensation before the Board or Corporation for a period of two (2) years following vacation of position unless employed or retained by a governmental agency or entity. As a matter of law, this policy shall not be applied retroactively unless expressly agreed upon in writing by the affected individuals.

Process:

1. Upon appointment to the Board of Directors, all Board Members and Ad-Hoc Board Members shall be informed in writing of the post-service employment restrictions and shall certify receipt of such guidelines. This restriction shall only apply to Members who have been appointed after adoption of this policy unless the Member expressly voluntarily agrees to adhere to the policy.
2. Prior to hiring, Executive Staff shall be informed in writing of the post-service employment restrictions and shall certify receipt of such guidelines. This restriction shall only apply to Executive Staff who was newly appointed after adoption of this policy unless the exempted Executive Staff expressly voluntarily agrees to adhere to the policy.
3. Executive Staff shall also be informed in writing of the post-service employment restrictions and shall certify receipt of such guidelines. This restriction shall only apply to those employees that were hired after adoption of this policy unless the employee expressly voluntarily agrees to adhere to the policy.
4. Other non-Executive Staff 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.
5. Waiver of this policy for a particular employee may be granted by the Executive Director with the approval of the Executive Committee if the Executive Director determines such a waiver will not adversely impact the Corporation.