

**Interagency Agreement Between
Florida Department of Children and Families
and
Florida Department of Economic Opportunity
To Coordinate the Delivery of the Supplemental Nutrition Assistance Program
Employment and Training Program**

The State of Florida, Department of Economic Opportunity (DEO) and the State of Florida, Department of Children and Families (DCF), collectively referred to as the "Parties", enter into this Agreement pertaining to the Supplemental Nutrition Assistance Program (SNAP) in accordance with the requirements of section 445.004, Florida Statutes; SNAP program provided under the Food and Nutrition Act of 2008 as amended through Public Law (P.L.) No. 113-128; 7 C.F.R. §273.7(c)(5); the Food Security Act of 1985, as amended through P. L. No. 113-76; The Food, Conservation, and Energy Act of 2008 (FECA), P.L. No. 110-246; the Hunger Prevention Act of 1988, P.L. No. 100-435; the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193; the Agricultural Act of 2014 (H.R. 2642; P.L. 113-79, also known as the 2014 U.S. Farm Bill); and the annual State SNAP Employment and Training (SNAP E&T) Plan, which is hereby incorporated by reference and any amendments thereto. Funds expended for the SNAP E&T program and the services provided under this program shall be in accordance with the requirements and limitations of federal and state law, including the reporting requirements, the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) SNAP Employment and Training Handbook and the State SNAP E&T Plan. All reporting requirements of federal and state law shall be met.

DCF is the agency directly responsible for developing, implementing and administering the SNAP E&T program and will receive the SNAP E&T grant funding from FNS. DEO is a sub-recipient of SNAP E&T funds and this Agreement solidifies the terms under which DEO will arrange for or provide SNAP E&T services and requires the expenditure of funds pursuant to the legislatively appropriated purpose. The expenditures must comply with all federal and state laws governing these funds. The specific terms and conditions of this Agreement are as follows:

I. Prior Agreement:

Upon this Agreement's Effective Date, this Agreement supersedes and replaces any and all previous agreements between the Parties regarding the implementation and administration of the SNAP E&T program.

II. Effective Date:

This Agreement shall begin on October 1, 2017 or the date the last Party executes this Agreement, whichever is later, and will remain in effect for five (5) years. The five (5) year term shall run consistent with the period of operation of the State SNAP E&T program plan effective October 1 of each year, subject to USDA federal approval, or until the State SNAP E&T plan is amended such that this Agreement is not needed.

This agreement may be renewed for a period not to exceed five (5) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be subject to the same terms and conditions as set forth in the initial Agreement including any amendments. Any renewal shall be in writing and shall be subject to satisfactory contract monitoring and the availability of funds.

III. Programmatic Agreement:

- A. **Scope of Work.** Arrange for and/or provide SNAP E&T services in accordance with the annual State SNAP E&T Plan. The Scope of Work will be documented annually within the State SNAP E&T Plan.
- B. **Policy and Programmatic Revisions**

The Parties agree to timely notify each other, in writing, of any new or revised policies pertaining to the administration of the SNAP E&T program or the reporting requirements of the SNAP E&T program. As appropriate, the Parties will include staff from both agencies in the development of relevant policies or in the revision of current policies. Additionally, the Parties' staff shall consult each other regarding management information system changes that affect the SNAP E&T program prior to the implementation of such changes.

C. Training

1. DCF shall develop training on eligibility and policy relevant to the SNAP E&T program and shall provide notification to DEO of any programmatic training to be conducted as part of its Train-the-Trainer process. DEO shall develop and provide training related to the DCF training as appropriate for the Local Workforce Development Boards (LWDBs) providing SNAP E&T services. DEO will provide a copy of the training developed for the LWDBs to DCF for review prior to implementing. The DCF and DEO staff at the state level and the LWDB staff at the local level may participate in the training sessions, as needed, to ensure that new policies and procedures of mutual interest are effectively communicated and enacted.
2. The Parties shall notify each other of any additional, relevant training opportunities at the state and local level. The Parties may also participate in interagency trainings. The Parties will notify each other of interagency meetings and shall participate in meetings provided at the state or local level as requested by either Party.

D. DEO Assurances:

1. **SNAP E&T Assurances:** DEO shall provide assurances as required by the State E&T Plan and shall attest to such annually with the submission of the State E&T Plan to DCF.
2. **Civil Rights.**
 - a. DEO hereby agrees that it will comply and ensure its sub-recipients comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the USDA (7 CFR Part 15 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); Department of Justice Enforcement Guidelines, 28 CFR Parts 35, 42 and 50.3; and USDA directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
 - b. DEO agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA shall have the right to seek judicial enforcement. This assurance is binding on DEO as long as it receives assistance or retains possession of any assistance from USDA.
 - c. DEO shall ensure that all civil rights requirements are met and that its sub-recipients comply with the USDA non-discrimination statement that in accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). All recipients are granted civil rights in

accordance with federal laws and USDA policy. Participating sites are prohibited from discrimination on the basis of race, color, national origin, age, sex, disability, political beliefs, or religion. DEO and its sub-recipients must post the most current version of the USDA Nondiscrimination Statement and use it in required materials. The nondiscrimination poster "And Justice for All" shall be prominently displayed in lobby areas.

E. Information Coordination and Programmatic Reporting

1. Information related to eligibility exchanged between DCF and DEO, including referrals from DCF to DEO and sanction requests from DEO to DCF, will occur timely (as mutually agreed and documented in the State SNAP E&T Plan) between the Parties via secure interface in accordance with procedures described in the State SNAP E&T Plan.
2. Each Party shall ensure that participant data provided to the other Party (via a secure electronic interface or other secure means of information sharing when required) are correct and reflective of program policies and regulations. Each Party shall have the flexibility to revise the data elements provided to meet state and federal needs for both eligibility and reporting.
3. The Parties will share participant and programmatic data and information necessary to ensure that the Parties will be able to meet state and federal reporting requirements of applicable federal law and regulations. DEO shall provide the federally required reports to DCF by the time specified in Section II.F., Reports and Deliverables. DCF shall submit required reports to the USDA.
4. Each Party shall advise the other Party of any changes to reporting requirements or methodologies upon learning of such changes and prior to implementing such changes.
5. The Parties agree to be responsive to data requests from state and federal partners as needed on the condition that such data sharing is allowed by state and federal regulations and pursuant to Section V., Security and Confidentiality, and in instances when data sharing agreements are warranted they must be executed prior to sharing data and contain provisions to protect the data.

F. Reports and Deliverables

The Parties shall provide the following reports and deliverables by the time specified in the chart below. Reports and Deliverables are subject to change and will be reviewed and revised if federal requirements necessitate such action. DEO shall provide any additional federal reports not named in the chart below at minimum 14 days prior to the federal due date.

Agency	Report/Deliverable	Due Date	Contents
DCF	DCF SNAP E&T Funds Amount	Annually by May 15 th	Amount DCF will use of the SNAP E&T Grant
DCF	Participant Data	Annually by May 31 st	Counts of Mandatory Work Registrants over a 12 month period (calculated using actual and projected).
DEO	Annual State SNAP E&T Plan & Associated Documents	Annually by July 1 st	<ol style="list-style-type: none"> 1) Elements per federal regulations and following the templates and the requirements in the USDA SNAP E&T Handbook 2) Line Item Budget by Federal Fiscal Year (FFY) broken out by 100% federal funding, 50% federal funding, 50% state funding, sub-recipients & Indirect Costs (IDC) 3) DEO's approved Cost Allocation Plan for the SNAP E&T program 4) IDC Rate with approved federal IDC Plan 5) Annual State Plan Assurances 6) Other DCF required elements
DEO	Line Item Budget by State Fiscal Year	Annually by July 1 st	Line Item Budget broken out by 100% federal funding, 50% federal funding, 50% state funding, sub-recipients & Indirect Costs (IDC)
DEO	Amendments to State SNAP E&T Plan	As needed, 60 days before effective date	<ol style="list-style-type: none"> 1) Elements per federal regulations and following the templates and the requirements in the USDA

		or as agreed to by the Parties	SNAP E&T Handbook 2) Line Item Budget 3) Other DCF required elements
DEO	Financial Reports	1) Quarterly by: <ul style="list-style-type: none"> • Jan. 25th, • Apr. 25th, • Jul. 25th, & • Oct. 25th 2) Annually by <ul style="list-style-type: none"> • Dec. 15th (FFY year-end reports) • Aug. 31st (SFY year-end reports) 	1) FNS 778/425 (quarterly and annually by FFY and State Fiscal Year (SFY)) 2) Schedule of allotment balance (quarterly) 3) Expenditure report per Line Item Budget (annually by FFY and SFY)
DEO	Federal Participation Report	Quarterly by: <ul style="list-style-type: none"> • Nov. 1st, • Feb. 1st, • May. 1st, & • Aug. 1st 	FNS-583
DEO	National Reporting Measures	Annually by Dec. 1 st	Annual outcome data for the USDA identified National Reporting Measures pursuant to 7 CFR 273.7 with written narrative.
DEO	Annual Civil Rights Assurance of Compliance	Each year by the anniversary date of this Agreement	Exhibit A, Civil Rights Certificate (DCF form CF707)
DEO	Annual Affirmation Statement	Each year by the anniversary date of this Agreement	Exhibit B
DEO	SNAP E&T Monitoring Plan and Monitoring Tool	At the request of FNS or DCF	The ME Target and/or At-Risk Areas that DEO has direct oversight for each FFY as identified by FNS.
DEO	Monitoring Reports Issued	15 days prior to FNS assigned due date	Per FNS requirements; reports that are in addition to those already provided to DCF per Section G.6

G. Record Requirements, Audits and Program Monitoring:

1. DEO shall maintain and retain all records in support of reported expenditures and program performance and shall make records available for public review or financial audits, as may be requested. Records shall include books, records, documents and other evidence, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly document all program costs expended in the performance of this Agreement. Such records shall be maintained for a minimum of five (5) years after termination or expiration of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation, which may be based on the terms of this Agreement, whichever period is longer. The aforementioned records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by state or federal auditors, the State Comptroller, or other personnel authorized by the Department, upon request.
2. DEO agrees to instruct the LWDBs to maintain participant records for a period of five (5) years or until the resolution of any audit findings or any litigation which may be based on the terms of this Agreement in accordance with state record retention laws.
3. The Parties will participate in state and/or federal audits and reviews. The Parties will be

responsible for responding to any audit/review inquiries or audit/review findings for their respective State agency and will coordinate any required corrective actions or responses to joint audit/review inquiries or joint audit/review findings. DCF shall share with the DEO any audit findings that pertain to the SNAP E&T program.

4. DEO shall be responsible for responding to any audit inquiries or audit findings identifying receipts or expenditures by DEO or its agent(s) of any funds transferred pursuant to this Agreement. DEO shall be responsible for any repayments of funds appropriated and transferred to them due to disallowance of expenditures or penalties assessed with such disallowance. Each Party shall provide its own defense against all claims, suits, judgements and damages arising out of the transfer and use of funds under this Agreement. Nothing herein shall be construed as an indemnification of waiver of sovereign immunity enjoyed by either party as provided in section 768.28, Florida Statutes.
5. The Parties shall be responsible for providing program reviews and technical assistance to their respective staff and providers in accordance with the State SNAP E&T Plan. Program monitoring and technical assistance will be provided in accordance with the USDA Employment and Training Handbook, the SNAP E&T Management Evaluation Review Module, the Employment and Training Toolkit, and other federal guidance as received. DEO is responsible for monitoring the SNAP E&T program and DCF will provide technical assistance as requested by DEO.
6. DEO shall monitor its SNAP E&T program in accordance with 7 CFR 275.8 and any other federal and state regulations and guidelines and shall use the SNAP E&T Management Evaluation Plan as a guide for its monitoring. DEO shall be responsible for responding to audit inquiries or audit findings and for completing any corrective actions. Monitoring shall include both fiscal and programmatic monitoring of sub-recipients providing services for the SNAP E&T program to ensure program, fiscal and contract compliance and compliance with all relevant state and federal regulations. DEO shall provide DCF with the annual monitoring schedule for sub-recipients within 14 calendar days of DCF request and provide any LWDBs monitoring reports, corrective action plans, and/or close out letters within 5 business days of request by DCF.
7. DCF will monitor and provide oversight of DEO's SNAP E&T program to ensure compliance with 7 CFR 275.8 and national target areas and/or at-risk areas as identified each federal fiscal year by FNS as well as compliance with the SNAP E&T Plan, this Agreement and any other federal or state requirements as needed.

IV. Agreement Amount, Method of Payment and Funding Requirements:

- A. The funding for this Agreement is subject to annual appropriation and shall not exceed that which is approved for DEO within the annual State SNAP E&T Plan by federal fiscal year and the approved state fiscal year Line Item Budget. DCF shall reimburse DEO for the costs incurred in the completion of duties and responsibilities mandated under the SNAP E&T program and in accordance with the State SNAP E&T Plan. The total amount of funding per year is comprised of federal SNAP E&T 100% grant funds and the federal portion of the 50/50 match funds; DEO will request the budget authority for additional 100% grant funds and the portion of the 50/50 match funds that is General Revenue, or another state match equivalent that meets the match requirements, directly through legislative appropriation. DEO must meet any matching requirements and document the federal and state share of expenditures. Amounts to be transferred to DEO are contingent upon availability of the federal grant award and associated budget authority. At the end of each state fiscal year, DEO will provide DCF the necessary accounting and expenditure information to meet state fiscal year-end accounting needs as well as Legislative Budget Request supporting schedules such as Schedule 1s and interagency transfer schedules for actual costs incurred, amount received, reconciled to the amount reported and applicable Federal Financial Assistance reports such as the SF 269 or SF 425.
- B. If additional funds are made available by the state and/or federal government, an amendment to this agreement will be required in order for the additional funds to be made available to DEO. In the event funds to finance this agreement are reduced, the obligations of DEO hereunder will be reduced proportionally while minimizing client impact to the greatest extent possible.
- C. DCF may elect to utilize some of the SNAP E&T grant funding for expenses incurred in the planning,

administration and oversight of the program. DCF will notify DEO of the anticipated budget needed each year and will prepare the budget and narrative for the DCF portion of the State SNAP E&T plan prior to submission to FNS for approval.

- D. DEO shall submit a Request for Reimbursement (invoice) to DCF for actual expenditures with supporting documentation when requesting a journal transfer. Expenditures shall be in compliance with the State SNAP E&T Plan and all state and federal guidance, including those listed in section III.E, Certification of Proper Controls (below). DCF will process the invoice and transfer the funds to DEO via journal transfer.
1. DEO will submit a reimbursement invoice typically on a weekly schedule to DCF for the federal share of allowable expenditures during the service period with supporting documentation showing DEO expenditures. The invoice must clearly define the federal and/or state share of cost applicable to the SNAP E&T grant. All costs must meet the requirements of the SNAP E&T grant for allowable expenditures and stay within the approved budget. DEO shall have a process to monitor and reconcile and “true up” anticipated expenditures to actual expenditures with its sub-recipients and shall provide a quarterly reconciled expenditure report to pursuant to the Line Item Budget at end of the state and federal fiscal years.
 - a. Payment may be authorized only for allowable expenses that are in accord with the State SNAP E&T Plan.
 - b. DEO may make changes in or between line items of the approved Line Item Budget when the following conditions are met:
 - (1) The change does not decrease or increase the original or amended dollar amount of each State or federal fiscal year’s budget;
 - (2) There is another line item in the budget from which funds can be shifted without affecting the program and services; and
 - (3) The change does not involve establishing a new line item
 Changes to the Line Item Budget that do not meet the above conditions require an approved budget modification with DCF and FNS approval as required. Budget modifications must be initiated by a written request from DEO to the DCF Contract Manager that includes justification supporting the need for the budget modification and, as needed, an amendment to the State SNAP E&T Plan shall be completed for FNS approval. Approvals must be received prior to implementation of the specific modification.
 2. Supporting Documentation Requirements. DEO must document all expenditures in sufficient detail to satisfy the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200) also known as the Uniform Grant Guidance.
 3. Any sub-award for the purpose of the grant is subject to the rules applicable to the grant, even if the sub-award is on a fixed price basis. DEO must ensure the following:
 - a. That agreements (sub-awards) with sub-recipients of federal financial assistance are in compliance with the requirements of the Uniform Grant Guidance and are provided to DCF upon execution or amendment.
 - b. That sub-awards made to an organization covered by the circular provide that:
 - (1) A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
 - (2) Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
 - (3) Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the federal government.
 - c. That agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the federal government and compliance with applicable rules and regulations, including, but not limited to:
 - (1) 2 CFR, Part 200

- (2) Section 287.057, Florida Statutes (F.S.)
- (3) Section 215.971, F.S.
- (4) Section 216.3475, F.S.

Non-competitive procurements and competitive procurements that result in less than two responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state and federal laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

E. Certification of Proper Controls.

1. The Parties shall ensure that any expenditures for the SNAP E&T program are in accordance with the requirements and limitations of the SNAP E&T program provided under the Food and Nutrition Act of 2008 (as amended through P.L. No. 110-246); 7 CFR§273.7(c)(5); the Food Security Act of 1985, P.L. No. 99-198; The Food, Conservation and Energy Act (FPCA) of 2008, P.L. No. 110-246; Workforce Innovation and Opportunity Act, P.L. No. 113-128; the Hunger Prevention Act of 1988, P.L. No. 100-435, 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which implements OMB guidance of the same title at 2 CFR part 200; the USDA SNAP E&T Handbook and any other applicable federal or state requirement or limitation. DEO shall certify that controls are in place to ensure such funds are expended in accordance with the requirements and limitations of federal and state laws and that any reporting requirements of federal and state laws are met.
2. DEO shall ensure compliance with those requirements on expenditures pursuant Section 3.E.1. (above) and the following USDA Regulations on Grants and Cooperative Agreements:
 - a. 2 CFR Part 415, "General Program Administrative Regulations";
 - b. 2 CFR Part 416, "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments";
 - c. 2 CFR Part 417, "Non-procurement Debarment and Suspension", which supplements and adopts as USDA policy the OMB guidance at 2 CFR Part 200, OMB Guidelines to Federal Agencies on Government-wide Debarment and Suspension (Non-procurement);
 - d. 2 CFR Part 418, "New Restrictions on Lobbying";
 - e. 2 CFR Part 421, "Requirements for a Drug-Free Workplace (Financial Assistance)", which implements OMB guidance at 2 CFR Part 182, Government-wide Requirements for Drug-Free Workplace (Financial Assistance); and
 - f. 2 CFR Part 422, "Research Institutions Conducting USDA Funded Extramural Research; Research Misconduct."

F. Financial Reporting.

1. Each quarter DEO shall provide a Financial Status Report, Federal Standard Form 778/425, to DCF by the date specified in section II.F, Reports and Deliverables.
2. On or before December 15th of each year DEO shall submit a final September Financial Status Report that includes all certified forward payments and a statement that all expenditures were eligible for reimbursement under the SNAP E&T program.
3. Additionally, on or before August 31st of each year DEO shall submit a final June Financial Status Report that includes all certified forward payments for the state fiscal year.
4. DCF shall timely submit federal financial reports to FNS.

- G. Electronic Benefits Transfer (EBT) Card Funds.** DEO will have the ability to add SNAP E&T work support client benefits to the Electronic Benefits Transfer (EBT) card, currently used primarily by DCF to disburse other public assistance benefits. DEO will transfer sufficient funds to DCF's Special Purpose Investment Account (SPIA), prior to the date on which the benefits are released to the recipient, to cover these benefits.

V. Program Performance:

DEO shall ensure that program outcomes and performance standards for the SNAP E&T program are met pursuant to 7 CFR §273.7, 273.24, and 275.8, Section 4022 of the Agricultural Act of 2014 and the

State SNAP E&T Plan and any other state or federal outcome or performance requirements for the SNAP E&T program. DEO shall ensure that its contracts with sub-grantees contain performance measures relevant to such outcomes and performance measures.

VI. Security and Confidentiality

- A. The Parties shall not use or disclose any information concerning applicants or recipients of public assistance services or benefits governed by this agreement for any purpose prohibited by state or federal law or regulations, except when authorized by a person legally authorized to consent to such use or disclosure or when such re-disclosure is required by state or federal law. If there are questions or concerns related to the safeguarding of confidential information or an intended use or disclosure of client confidential information, the Parties agree not to implement an intended use or disclosure unless approved by both Parties.
- B. The Parties shall ensure the confidentiality of the information obtained under this Agreement against unauthorized access or disclosure and agrees to the following:
 1. That the information will be used only in the performance of their official public duties and shall be disclosed only for those purposes as defined in this Agreement.
 2. That the information shall not be used for any purposes not specifically authorized by this Agreement.
 3. That the information obtained shall be stored in a place physically and electronically secure from access, by unauthorized persons in such a way that the information cannot be reviewed or retrieved by unauthorized persons through physical, magnetic, media or electronic means and cannot be viewed, printed or copied.
- C. The Parties agree to abide by Security Awareness training provided by DCF at: <http://www.myflfamilies.com/about-us/DCF-training> or an equivalent security training that contains all of elements of the DCF training. The DCF Information Security Manager may perform a reasonable review of the DEO training to assess training equivalency.
- D. The Parties shall safeguard and maintain the confidentiality of all information provided to or accessed by the Parties pursuant to this Agreement, in accordance with applicable Florida and federal laws, rules, and regulations, which may include but not be limited to 7 CFR 272.8(a); 20 CFR 603.9; 42 CFR 435.940 and 435.945; 45 CFR 205.50; Section 443.1715, F.S.; Section 282.318, F.S. (Information Technology Security Act); the Health Insurance Portability and Accountability Act (HIPAA); and information security and privacy laws regarding Personal Identifiable Information. The Parties shall ensure all employees granted access to confidential information have been instructed regarding the confidentiality requirements, safeguards, the strict requirements of adherence to the confidentiality requirements specified in this Agreement against the unauthorized use or disclosure of information covered by this Agreement and any other relevant laws. The Parties agree to immediately and fully report to either party any infraction of any provision of this Agreement, Section 443.1715, F.S. or any provision to 20 CFR Part 603.
- E. Both parties will promptly notify the other of any breach of security related to the confidential information in the possession of parties, its employees, agents or subcontractors. The parties agree to work together for full compliance with Section 501.171, F.S., if applicable, in the event of a breach of security concerning confidential information in their possession, and caused by the parties, their employees, agents or subcontractors, including but not limited to, providing notification to affected persons. Each party has the right under this Agreement to determine if Section 501.171, F.S. applies, if notifications are necessary and what type of notification is required under Section 501.171, F.S. The parties agree to provide any such breach notifications, if determined necessary by either party and with the prior approval of such notifications by the party, whose approval shall not be unreasonably withheld or delayed. The party is responsible for all cost incurred in sending breach notifications due to breach caused by that party, its employees, agents or subcontractors.
- F. Due to the confidentiality of information accessed under this Agreement all individuals, including sub-recipients, granted on-line access privileges to computer systems or applications containing confidential information must undergo equivalent Level 2 background screenings pursuant to the

standards specified in Section 435.04, F.S. as a pre-condition of being granted access to the system. The cost of the screenings shall be paid for by the agency (recipient or sub-recipient) for which the individual works. Screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This screening-out process also ensures that individuals who plea or pleaded nolo contendere or not contest to such charges or offenses are not approved for access to confidential information. Any negative information of this type disqualifies a person from being granted access to confidential information under this Agreement. The Level 2 screenings must include a state and National Criminal Information Center (NCIC) check through the Federal Bureau of Investigations (FBI) with no negative results to the above type of offenses/convictions. Screening results are valid for five (5) years, at which time individuals must be rescreened.

- G. By signing this Agreement, the authorized individuals on behalf of the Parties attest that their policies and procedures regarding confidentiality will ensure the confidentiality and security of information exchanged under this Agreement. They further attest that they will adhere to the confidentiality requirements stated herein, and will fully and promptly report any infraction of these requirements to the respective contacts specified in Section VII, Contact Liaisons, of this Agreement. The Parties further understand and agree that the confidentiality requirements of the data subject to this Agreement shall survive the expiration or termination of this Agreement.
- H. DEO shall provide to DCF a signed copy of Exhibit B, Annual Affirmation Statement, annually on or before the anniversary date of this Agreement.
- I. Once the information obtained from either Party is no longer needed, the receiving Party shall ensure that all information containing individual identifiers, and any copies thereof, in its possession or in the possession of its employees, agents, contractors, or subcontractors, is safely secured until it may be destroyed pursuant to the Department of State's records retention schedule and 20 CFR 603.9(vi) in such a way that it cannot be retrieved or reconstructed to identify any personal identifiers such as names, social security numbers, employer names, etc.
- J. If either Party breaches any provision of this Agreement regarding maintaining the confidentiality of the information, this Agreement may be suspended by the non-breaching Party, and further access to the information will be suspended until the non-breaching Party is satisfied that corrective action has been taken. In the absence of prompt and satisfactory corrective action, this Agreement will be canceled, and all confidential information (and copies thereof) in the possession of the offending Party must be returned.
- K. The Parties agree to restrict the use of the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the Parties.
- L. The Parties agree to ensure confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) capable of storing the information. DCF has policies and procedures that are compliant with federal (IRS, CMS, SSA) requirements for Data Loss Prevention and employs a Data Loss Prevention software tool to ensure compliance with this provision. DEO shall likewise enact policies, procedures and tools to ensure compliance with this provision and all relevant federal requirements.

VII. Indemnification.

- A. Each Party agrees to be liable for and indemnify, defend, and hold harmless the other Party and its officers, agents, and employees from all claims, suits, judgements, awards of money damages, attorney fees, and court costs, arising out of any act, neglect, or omission by the Party, its agents, employees, and if applicable, subcontractors during the performance of this Agreement, including subsequent amendments thereof.
- B. The Party's inability to evaluate its liability or its evaluation of liability shall not excuse the Party's duty to comply with the indemnification clause, above, within seven days after notice by DCF to DEO by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgement specifically finding DEO not liable shall excuse its compliance with the indemnification clause, above.

DEO shall pay all costs and fees, including attorney fees related to obligations and their enforcement against DEO by DCF. DCF's failure to notify DEO of a claim, suit, or judgement, award of money damages, attorney fees, or court costs shall not release DEO from the requirements of these indemnification clauses. DEO shall not be liable for the sole act, negligence, or omission of DCF.

VIII. Contact Liaisons:

Department of Economic Opportunity
Agreement Coordinator
Fay Malone
850.599.0329
Fay.Malone@deo.myflorida.com

Department of Economic Opportunity
Data and Technology Contact
Telly Buckles
850.245.7149
Telly.Buckles@deo.myflorida.com

Department of Children and Families
Agreement Coordinator
JD Johnson
850.717.4110
JD.Johnson@myflfamilies.com

Department of Children and Families
Data and Technology Contact
William Martinez
850.717.4285
William.Martinez@myflfamilies.com

IX. Amendments and Modifications:

Amendments and modifications to this Agreement shall be in writing, signed by both Parties and consistent with the State SNAP E&T Plan. Contacts may be changed by written notification from one Party to the other Party.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures, have hereby caused this twelve (12) page Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: _____

Name: Taylor Hatch

Title: Director, Workforce Services

Date: 7/14/17

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

By: _____

Name: Mike Carroll

Title: Secretary

Date: 7-18-17

Approved as to form and legal
sufficiency, subject only to full and
proper execution by the parties

Office of the General Counsel
Department of Economic Opportunity

By: 12

Approved Date: 7-14-17



Exhibit A

CIVIL RIGHTS CERTIFICATE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981.

The applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to programs or activities receiving or benefiting from Federal financial assistance.

The applicant assures that it will comply with:

1. Title VI of Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving for benefiting from Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance.
6. All regulations, guidelines, and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from Federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the Grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied. The person(s) whose signature(s) appear(s) below is/are authorized to sign this application, and to commit the applicant to the above provisions.

Authorized Official(s)

Date

Applicant (Recipient)

Grantor (Program/District)

Applicant Address City State Zip Code
(DCF form CF 707, 10/2005)

Exhibit B



Department of Children and Families Annual Affirmation Statement



Agreement ID: _____

Date: _____

In accordance with Section V.H, of the Interagency Agreement between the Department of Children and Families (DCF) and Department of Economic Opportunity (DEO) to coordinate the delivery of the Supplemental Nutrition Assistance Program Employment and Training Program, DEO hereby affirms that DEO has evaluated and have adequate controls in place to protect the Covered Data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the Agreement between the Department and DEO.

Signature

Printed Name

Title

Date