

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2692

CONTRACTOR INFORMATION

Name: AlertChecks, Inc.

Address: 400 State Road 436, Suite 206 Casselberry FL 32707

City State Zip

Contractor's Administrator Name: Max Carrasquillo Title: CEO

Tel#: (407) 682-5378 Fax: _____ Email: mc@alertchecks.com

CONTRACT INFORMATION

Contract Name: Background Check Services Contract Value: Varies Est. \$4,000/Year

Brief Description: Services for completing background checks on all prospective employees, annual MVRS and on current employees seeking promotions into positions considered to warrant such checks.

Contract Dates : From: 6/15/19 to: 6/14/20 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.  6/11/19
Department Head Signature Date
2.  6/12/19
Contract Management Date
3.  6/19/19
Office of Management & Budget Date
4.  6/20/19
County Attorney (approved as to form only) Date

Human Resources

Submitting Department


Varies by Depts/ OBJ 549081

Funding Source/Acct #

Comments: _____

RCVD OMB
'19 JUN 12 AM 7:25

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

 6/20/19
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

CS-18-217

AGREEMENT FOR EMPLOYEE BACKGROUND SERVICES
FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 20th day of June 2019, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ALERTCHECKS, INC.**, a Florida Profit Corporation, whose principle office address is located at 400 State Road 436, Suite 206, Casselberry, Florida 32707 hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain employee background services on an "as needed" basis; and

WHEREAS, said services are more fully described in the *Scope of Services*, Attachment "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain employee background services as described in the *Scope of Services*, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a request for quote process conducted in accordance with the requirements of law and County purchasing policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the *Scope of Services*.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

1.1 The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Scope of Services*.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide employee background services in accordance with the *Scope of Services* set forth in Attachment "A", attached hereto and incorporated by reference.

2.2 The services shall be performed on an "as needed" basis for all prospective employees, annual MVRS and on current employees seeking promotions into positions which warrant such checks.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

3.1 Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Human Resources to act on the County's behalf with respect to the Scope of Services. The Human Resources Director, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

4.1 The term of this Agreement shall be for a one (1) year period beginning on June 15, 2019 and ending on June 14, 2020. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed four (4) total years. Any Agreement or amendment to the Agreement shall be

subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the *Billing Rates*, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Human Resources Director, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This indicates that all services have been performed and all

charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

ARTICLE 6 - STANDARD OF CARE

6.1 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

7.1 The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- a. This Agreement.
- b. The Scope of Services attached hereto Attachment "A".
- c. Billing Rates attached hereto as Attachment "B".
- d. Quote submitted by Consultant in response to the Request for Written Quotations attached hereto as Attachment "C".
- e. Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

8.1 In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

9.1 Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 Consultant undertakes performance of the services as an independent contractor under this Agreement and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 - EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

13.1 In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - ACCESS TO PREMISES

14.1 The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

16.1 Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 17 - UNCONTROLLABLE FORCES

17.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances

and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 - GOVERNING LAW AND VENUE

18.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 19 - MISCELLANEOUS

19.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.3 Public Records: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

20.1 The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 21 - CONTINGENT FEES

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

22.1 Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 23 - FUNDING

23.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 24 - NOTICE

24.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Nassau County Contract Management
96135 Nassau Place, Suite 1
Yulee, Florida 32097
904-530-6040
ghagins@nassaucountyfl.com

With a copy to the County Attorney at the same address.

CONSULTANT:

Mr. Max Carrasquillo, CEO
President of Operations

AlertChecks, Inc.
400 State Road 436, Suite 206
Casselberry, FL 32707
mc@alertchecks.com

24.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

24.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 25 - DISPUTE RESOLUTION

25.1 The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Consultant. The Consultant should have a representative, at the meeting that can render a decision on behalf of the Consultant.

25.2 If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as

established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**NASSAU COUNTY,
BOARD OF COUNTY COMMISSIONERS**



Michael Mullin
Its: Designee

Date: 6/20/19

ALERTCHECKS INC.



Max Carrasquillo
Its: CEO/President of Operations

Date: 6/5/2019

Attachment "A"**SCOPE OF SERVICES**

COUNTY has been tasked to perform comprehensive background checks on all prospective employees, annual MVRS and on current employees seeking promotions into positions considered to warrant such checks.

All criminal history checks information shall be obtained from actual courthouse, state or CONSULTANT available repositories. Database information is acceptable if it complies with the Fair Credit Reporting Act (FCRA) (as amended).

Invoices shall be provided by the agreement or in such a manner as to allow for a per-search charge. An example would be that if a request were made to search records in the State of Alabama and Gadsden County, Alabama, the agreement would provide two invoice notations reflecting the search of both Gadsden County and Alabama state records. The agreement shall provide the ability to differentiate search results by employee name, cost code or division/department name. For example: Development of use of internal cost code procedure that would allow itemization by name (COUNTY Division or Department - Fire, Utilities, Public Works, etc.) or by line item code to be utilized by COUNTY for billing purposes. Monthly billing must summarize charges by employee name, or under cost code or division/department headings.

CONSULTANT shall not have direct contact with the applicant regarding any discrepancy in submitted requests. All coordination will be accomplished through the COUNTY.

CONSULTANT shall make every reasonable effort to obtain complete information via telephone, fax, computer system, etc., as long as these efforts do not involve direct contact with the applicant. If done by mail, CONSULTANT shall provide a self-addressed stamped return envelope for the return of the information requested.

BILLING RATES

Background Services Requested

- 1. Criminal County Background ----- \$7.50
- 2. Criminal State Background- FL DOC ----- \$7.50
- 3. Criminal State Background- GA DOC ----- \$7.50
- 4. Criminal State Background - FL FDLE ----- \$32.50
- 5. Criminal State Background- GA GCIC ----- \$22.50
- 6. Criminal Federal Background ----- \$7.50
- 7. *Worker's Compensation ----- *\$8.95
- 8. Motor Vehicle Check Background ----- \$15.00
Includes state fees for 3, 7, or 10 years
- 9. Educational Background ----- \$35.90
Includes 3rd party fees

All 3rd party fees are included in the above.
ACI has No Start up Fees
Reports are received instantly, real time or same day.

*ACI requires the Applicant's Signed Notarized "Records Release Authorization Form" for Worker's Compensation Claims Searches

During the 2017 Florida Legislative Session, HB 1107, a bill relating to public records, created 440.1851, Florida Statutes (F.S.). This statute provides an exemption from public records requirements for personal identifying information filed with the Department of Financial Services and other agencies pursuant to the Workers' Compensation Law; specifying persons to whom and circumstances in which such confidential information may be disclosed. The statute becomes effective on July 1, 2017. Consequently, the Workers' Compensation Claims Database is discontinued effective July 1, 2017. If you are an authorized individual, to whom and in circumstances in which such confidential information may be disclosed, please complete the Records Release Authorization Form to enable the Division to respond to your public records request.

Initials MC

Request for Quotation Form: Written Nassau County Board of County Commissioners

Requesting Department: Human Resources

Date: 03/19/2019

Department Address: 96135 Nassau Place, Suite 5
Yulee, Florida 32097

Contact: Tina Keiter (Employee Services Coordinator)
Contact email: tkeiter@nassaucountyfl.com
Department Phone: (904) 530-6075
Department Fax: (904) 321-5797

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Nassau County is seeking quotes from qualified background service providers to provide services to Nassau County BOCC for the attached services.

Please submit written response by: 04/05/2019
(Date)

To be completed by vendor:

Vendor Name: AlertChecks Inc. (ACI)
Address: 400 State Road 436, Suite 206
Phone: (407) 682-5378
Fax: (407) 332-5376
Contact: Max Carrasquillo
Email: mc@alertchecks.com

Attached is a written quote from our company, which is valid for 90 days.

Max Carrasquillo
Signature

04/05/2019
Date

Comments: Our quote includes all 3rd party and clearinghouse fees. No additional fees, no startup fees.

Request for Written Quotes

Background Services Requested

1. Criminal County Background ----- \$7.50
2. Criminal State Background- FL DOC ----- \$7.50
3. Criminal State Background - FL FDLE ----- \$32.50
4. Criminal State Background- GA GCIC ----- \$22.50
5. Criminal Federal Background ----- \$7.50
6. *Worker's Compensation ----- *\$8.95

The above is required for all new hires, on average, 5 a month, based on 6 months of invoice history.

5. Motor Vehicle Check Background ----- \$15.00 - Includes state fees for 3, 7, or 10 years
 6. Educational Background ----- \$35.90 - includes 3rd party fees
-

Please quote on the following:

1. We are aware that costs will vary from State to State, thus please quote total prices for all of the above for both Florida and Georgia as those are the most common in our area. (Please break out to include your fee as well as any pass-through fees.) All 3rd party fees are included in the above quotes.
2. Any start up fees, if applicable. ACI has No Start up Fees
3. The timeframe to receive reports once an order has been placed. Instant, real time or same day.

*ACI requires Requires the Applicant's Signed Notarized "Records Release Authorization Form" for Worker's Compensation Claims Searches, see page 6 herein provided.

During the 2017 Legislative Session, HB 1107 , a bill relating to public records, created 440.1851, Florida Statutes (F.S.). This statute provides an exemption from public records requirements for personal identifying information filed with the Department of Financial Services and other agencies pursuant to the Workers' Compensation Law; specifying persons to whom and circumstances in which such confidential information may be disclosed. The statute becomes effective on July 1, 2017.

Consequently, the Workers' Compensation Claims Database is discontinued effective July 1, 2017.If you are an authorized individual, to whom and in circumstances in which such confidential information may be disclosed, please complete the Records Release Authorization Form to enable the Division to respond to your public records request.

See Records Release FAQs for further assistance.

WORKER'S COMPENSATION CLAIMS RECORD REQUESTS FREQUENTLY ASKED QUESTIONS

I am a third party vendor needing records for the purpose of, investigating the compensability of a claim. Am I able to obtain the personal identifying records of an injured or deceased employee from the Division of Workers' Compensation?

No. Effective 7/1/2017 only a carrier pursuant to § [440.02\(4\)](#), Florida Statutes, or an employer pursuant to § [440.02\(16\)](#), Florida Statutes, who is investigating the compensability of a claim may obtain records.

I am a third party administrator (TPA) or claims-handling administrator needing records for the purpose of investigating the compensability of a claim. Am I able to obtain the personal identifying records of an injured or deceased employee from the Division of Workers' Compensation?

No. Effective 7/1/2017 only a carrier pursuant to § [440.02\(4\)](#), Florida Statutes, or an employer pursuant to § [440.02\(16\)](#), Florida Statutes, who is investigating the compensability of a claim may obtain records.

I am a third party company that performs background checks and I need a workers' compensation history report for someone employed or seeking employment with a company to which I provide services. Am I able to obtain the personal identifying records of an injured or deceased employee from the Division of Workers' Compensation?

No. This information is confidential and exempt pursuant to section § [440.1851](#), Florida Statutes, and can only be disclosed to specific, authorized individuals or entities.

I am a party litigant in a matter pending before the Office of the Judges of Compensation Claims (OJCC). Am I able to obtain the personal identifying records of an injured or deceased employee from the Division of Workers' Compensation?

Yes. You must complete the [Records Release Authorization Form](#) for the Division to respond to your records request. The Records Release Authorization Form must be notarized and returned to the Division. Additionally, a Notice of Appearance reflecting your name as legal counsel must be on file with the OJCC and viewable on the OJCC website.

I am an injured worker and need records for Social Security, Medicare, Medicaid, or other government entity. What do I do?

Please have the government entity contact the Division directly via email at DWC-PublicRecordsRequest@myfloridacfo.com. The Division will work directly with the government entity to make sure they receive the necessary documents to fulfill their request.

Can I continue to receive the monthly claims data extract, which provides a listing of all newly reported claims the Division? Or, is there a way to obtain the list through the website or by other means?

No. This information is confidential and exempt pursuant to section § [440.1851](#), Florida Statutes, and can only be disclosed to specific, authorized individuals or entities.

Is the online Workers' Claims Database broken and when will it be fixed?

The Workers' Compensation Claims Database has been discontinued effective 7/1/2017. This information is confidential and exempt pursuant to section § [440.1851](#), Florida Statutes, and can only be disclosed to specific, authorized individuals. During the 2017 Legislative Session, HB 1107, a bill relating to public records, created § [440.1851](#), Florida Statutes. This statute provides an exemption from public records requirements for personal identifying information filed with the Department of Financial Services and other agencies pursuant to the Workers' Compensation Law.

Pursuant to § 440.1851, Florida Statutes, I am authorized to receive records. How do I request the records?

Please complete the [Records Release Authorization Form](#) to enable the Division to respond to your public records request. The Records Release Authorization Form must be notarized and returned to the Division. Return instructions are located at the bottom of the form.

Does § 440.1851, Florida Statutes, have any impact on Subpoenas?

Obtaining records through the subpoena process is not affected.

Must I submit a Records Release Authorization Form every time I request records containing personal identifying information of an injured or deceased employee?

Yes. The Division uses the Records Release Authorization Form to validate if the requester meets the requirements of s. 440.1851, Florida Statutes, and to ensure the correct records are provided to the requester.

**RECORDS RELEASE
AUTHORIZATION FORM**

In accordance with section 440.1851, Florida Statutes, the Florida Department of Financial Services may disclose the personal identifying information of injured or deceased employees only to authorized requesters. Please check the appropriate box to identify the requester of this confidential and exempt information:

- Yourself, the injured employee
- The spouse or descendant of the deceased employee
- The spouse or dependent of the injured employee, as authorized by the injured employee
- A legal representative of the deceased employee's estate
- A party litigant, or his or her authorized representative, in matters pending before the Office of the Judges of Compensation Claims (**Notice of Appearance must be verifiable on OJCC website**)
- A carrier or an employer for the purpose of investigating the compensability of a claim, or for the purpose of administering its anti-fraud investigative unit established pursuant to s. 626.9891, F.S. (**carrier or employer is entitled to records for their individual claim only**)

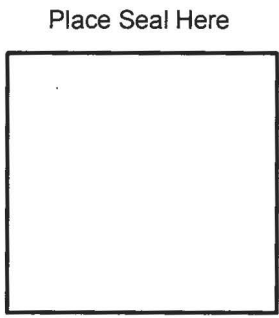
| | | |
|---------------------------------------|---------------------|------------------|
| Requester contact information: | | |
| Last Name _____ | MI _____ | First Name _____ |
| Address _____ | | |
| City _____ | State _____ | Zip Code _____ |
| Phone Number () _____ - _____ | Email Address _____ | |
| Company Name (if applicable) _____ | | |

| | | |
|----------------------------------|------------------------|------------------|
| Records requested for: | | |
| Last Name _____ | Middle Initial _____ | First Name _____ |
| Date of Birth (MM/DD/YYYY) _____ | OJCC Case Number _____ | |

By signing this document, the requester affirms under penalty of law that he or she is one of the individuals statutorily authorized under section 440.1851, Florida Statutes, to receive the personal identifying information of the injured or deceased employee specified above.

Signature of Requester: _____ Date: _____

| |
|--|
| Notary Information |
| State of Florida, County of _____ |
| The foregoing instrument was acknowledged before me this _____ day of _____, 20____. |
| _____ |
| Signature, Notary Public |
| _____ |
| Full Name, Notary Public (Printed or Stamped) |
| My Commission Expires _____ |



Submit notarized form via email to: DWC-PublicRecordsRequest@myfloridacfo.com or fax: 850-413-1989