

STANDARD MODEL CONTRACT FORMAT FOR COUNTY PUBLIC HEALTH UNITS

CONTRACT BETWEEN

NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

AND

STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Pursuant to the Laws of Florida, Chapter 83-177 and 154, F.S. as revised, this contract is entered into between the Department of Health and Rehabilitative Services, hereinafter referred to as the "department," and Nassau County, hereinafter referred to as the "county." This contract stipulates the services that will be provided by the county public health unit, hereinafter referred to as the CPHU, the sources and amount of funds that will be committed to the provision of these services, the administrative and programmatic requirements which will govern the use of these funds and the respective responsibilities of the department and the county in enabling the CPHU "to promote, protect, maintain, and improve the health and safety of its citizens and visitors through "promotion of the public health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

I. General Provision:

Both parties agree that the CPHU shall:

- A. provide services according to the conditions specified in Attachment I and all other attachments to this contract; and
- B. fund the services specified in Attachment II, Part IV, at the funding level specified for each program service area in that attachment.

II. Federal and State Laws and Regulations:

Both parties agree that the CPHU shall:

- A. comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III;
- B. comply with the provisions of 45 CFR, Part 74, and other applicable regulations if this contract contains federal funds;

B. assure these records shall be subject during normal business hours to inspection, review or audit by state or county personnel duly authorized by the department or the county, as well as by federal personnel;

5. Any other state and county program specific reporting requirements detailed in attachments to this contract.

6. All appropriate CRHU employees shall report time in the Client Information System/Health Management Component compatible format by program component for at least the sample periods specified by the department; and

3. Financial procedures specified in the department's Accounting Procedures Manuals and Accounting Memoranda:

2. The client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Manual and any revisions subsequent to the January 1, 1984 version, or the equivalent as approved by the State Health Office. Any reporting system used by or on behalf of the CRHU to produce the above information must provide data in a machine readable format approved by the department which can be transferred electronically to the Client Information System;

1. The revenue and expenditure requirements in the State Automated Management Accounting System 2.2;

A. maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the department, the county, and other sources under this contract. Books, records and documents must be adequate to enable the CRHU to comply with the following reporting requirements:

Both parties agree that the CRHU shall:

III. Records, Reports and Audits:

D. comply with applicable sections of Chapter 427, Florida Statutes, (Transportation Services) and Chapter 41-1, Florida Administrative Code, (Coordinated Community Transportation Services) regarding the provision of transportation services for the Transportation Disadvantaged if this contract contains any state or federal funds which are used to provide for direct or indirect (ancillary) transportation services.

C. comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 USC 1857 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1368 et seq.). If this contract contains federal funds and the total contract amount is over \$100,000; and

- C. retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract in conformance with the retention schedules required in HRSM 15-1, "Records Management Manual;"
- D. allow persons duly authorized by state or county, and federal auditors, pursuant to 45 CFR, Part 74.24(a), (b), and (d) to have full access to, and the right to examine any of said records and documents during said retention period; and
- E. include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

Both parties further agree that:

The department shall provide uniform financial statements of program account balances for each level of service on a quarterly basis to the county and to the director or administrator of the CPHU.

IV. Monitoring:

Both parties agree that, as either determines necessary, the department and/or the county shall monitor the budget and services as detailed in Attachment II and operated by the CPHU or its subcontractor or assignee.

V. Safeguarding Information:

Both parties agree that the CPHU shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state law, regulations or manual (HRSR 50-2), "Security of Data and Information Technology Resources" March 1988 and federal regulations (45 CFR, Part 205.50), except on written consent of the recipient, or his responsible parent or guardian when authorized by law.

VI. Assignments:

Both parties agree that the CPHU shall not assign the responsibility of this contract to another party without prior written approval of the department and the county. No such approval by the department and the county of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the department or the county in addition to the dollar amount agreed upon in this contract. All such assignments shall be subject to the conditions of this contract and to any conditions of approval that the department and the county shall deem necessary.

VII. Subcontracts:

Both parties agree that the CPHU shall be permitted to execute subcontracts with the approval of the delegated authority in the

department for services necessary to enable the CPHU to carry out the programs specified in this contract, provided that the amount of any such subcontract shall not be for more than ten (10) percent of the total value of this contract.

In the event that the CPHU needs to execute a subcontract for an amount greater than ten (10) percent of the value of this contract, both parties to this contract must agree in writing to such a subcontract prior to its execution.

No subcontracts shall be deemed in any manner to provide for the incurrence of any obligation of the department or the county in addition to the total dollar amount agreed upon in this contract. All such subcontracts shall be subject to the conditions of this contract and to any conditions of approval that the department and the county shall deem necessary.

VIII. Payment for Services:

A. The department agrees:

To pay for services identified in Attachment II as the state's responsibility in an amount not to exceed \$1,011,209. This amount includes all revenues from whatever source to be appropriated by the state to the Public Health Unit Trust Fund, including the State's share of all communicable disease, primary care or environmental health fees. The state's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. The county agrees:

To pay for services identified in Attachment II as the county's responsibility in an amount not to exceed \$ 366,300. This amount includes all revenues from whatever sources to be appropriated to the County Public Health Unit Trust Fund for services provided by the county public health unit, including the county's share of all communicable disease, primary care or environmental health fees.

IX. The Department and The County Mutually Agree:

A. Effective date:

1. This contract shall begin on October 1, 1988 or the date on which the contract has been signed by both parties, whichever is later.
2. This contract shall end on September 30, 1989.

The contract manager for the department for this contract is Donna Higginbotham. The representative of the county for this contract is J. Jerry Greeson. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

C. Notice and contact:

This contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

3. Termination at will:

Unless breach is waived by either party in writing, either party may, by written notice to the other party, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, either party may employ the default provisions in Chapter 13A-1, Florida Administrative Code. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the contract. The provisions herein do not limit either party's right to remedies at law or to damages.

2. Termination for breach:

In the event funds to finance this contract become unavailable, either party may terminate the contract upon no less than twenty-four hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department or the county shall be the final authority as to the availability of their respective funds as applicable. In case of cancellation due to the unavailability of funds, staffing and services shall be reduced appropriately.

1. Termination because of lack of funds:

B. Termination:

D. Modification:

Modifications of provisions of this contract shall, unless otherwise specified in Attachment I, only be enforceable when they have been reduced to writing and duly signed by both parties to this contract.

E. Name and address of payee:

The name and address of the official payee to whom the payment shall be made: Public Health Unit Trust Fund Nassau
County, Florida

P. O. Box 517, Fernandina Beach, Florida 32034

F. All terms and conditions included:

This contract and its attachments as referenced, (Attachments I through XV), contain all the terms and conditions agreed upon by the parties.

In WITNESS THEREOF, the parties hereto have caused this 48 page contract to be executed by their undersigned officials as duly authorized.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH AND
REHABILITATIVE SERVICES**

COUNTY

BY:

James E. Testone

NAME: James E. Testone
Chairman

TITLE: Nassau Co. Board of Co.
Commissioners

DATE: January 24, 1989

ATTESTED TO:

BY:

Jerry Greeson
(County Clerk)

NAME: Jerry Greeson

Ex-Officio

TITLE: Clerk to the Nassau Co. Board

DATE: January 24, 1989

BY:

(Department Authority)

NAME: Lucy Hadi

TITLE: District Administrator

DATE: _____

BY:

CPHU Director/Administrator

NAME: David P. Page, Jr., M.D.
Director

TITLE: Nassau Co. Public Health Unit

DATE: _____

ATTACHMENT I

SPECIAL PROVISIONS

I. Public Health Unit Trust Fund:

Both parties agree:

- A. That all funds to be expended by the CPHU shall be deposited in the Public Health Unit Trust Fund maintained by the state treasurer.
- B. That all funds deposited in the Public Health Unit Trust Fund shall be expended by the department solely for services rendered by the CPHU as specified in this contract, except that nothing shall prohibit the rendering of additional services not specified in this contract.
- C. That funds deposited in the Public Health Unit Trust Fund for the CPHU in Nassau County shall be accounted for separately from funds deposited for other CPHUs, and shall be used only for public health unit services in Nassau County.
- D. That any surplus funds, including fees or accrued interest, remaining in the CPHUTF account at the end of the contract year shall be credited to the state or county, as appropriate, in such amounts as may be determined by multiplying the surplus funds remaining in a program account by the percentage of County Public Health Unit Trust Fund funding provided by each governmental entity for the rendering of the particular health service for which such account was established. Such surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year; however, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund and shall be accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special projects explained in Attachment VIII.
- E. That under no circumstances shall there be transfers of funds between the three levels of service without a contract amendment duly signed by both parties to this contract and the proper budget amendments unless the CPHU director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the director of the State Health Office has approved the transfer. The director of the State Health Office shall forward written evidence of this approval to the CPHU within 30 days after an emergency transfer.

- F. That either party may add funds to this contract by notifying the other party in writing of the amount and purpose for the increased funding, and allowing 30 days for written objection before the additional funds are released for expenditure.
- G. That the contract shall include as Part IV of Attachment II a section entitled "Planned Staffing, Clients/Services and Expenditures by Type of Service Within Each Level of Service." This section shall include the following information for each type of service area within each level of service:
- the planned number of full-time equivalents (FTE's) by level of service;
 - the planned number of services to be provided;
 - the planned number of individuals/units to be served; and
 - the planned state and county expenditures.

Expenditure information shall be displayed in a quarterly plan to facilitate monitoring of contract performance.

- H. That adjustments in the planned expenditure of funds for each type of service within each level of service are permitted without an amendment to this contract.
- I. That the CPHU shall submit quarterly reports to the county and the department which shall include at least the following sections:
1. A transmittal letter briefly summarizing CPHU activity year-to-date;
 2. DE140L1 - "CPHU Contract Management Report;"
 3. DE235L1 - "Analysis of Fund Equities;" and
 4. A "variance report" for each quarter of the contract year if the CPHU exceeds the tolerance levels as specified below as of the end of the quarterly report period:
 - a. The cumulative percent variance cannot exceed by more than 25 percent the planned expenditures for a particular type of service or fall below planned expenditures by more than 25 percent.
 - b. However, if the cumulative amount of variance between actual and planned expenditures for the report period for a program service area does not exceed one percent of the cumulative planned expenditures for the level of service in which the type of service is included, a variance explanation is not required.

5. The contract variance report shall:

- a. explain the reason for the variances in expenditures in any program service area which exceeds the tolerance levels established above;
- b. specify steps that will be taken to comply with the contract expenditure plan, including a contract amendment, if necessary; and
- c. provide a time table for completing the steps necessary to comply with the plan. Failure of the CPHU to accomplish the planned steps by the dates established in the written explanation shall constitute non-performance under the contract and the county or the department may withhold funds from the contract or take other appropriate administrative action to achieve compliance.

J. The required dates for the CPHU director's/ administrator's quarterly report to the county and the department shall be as follows:

1. March 1, 1989 for the report period October 1, 1988 through December 31, 1988;
2. June 1, 1989 for the report period October 1, 1988 through March 31, 1989;
3. September 1, 1989 for the report period October 1, 1988 through June 30, 1989; and
4. December 1, 1989 for the report period October 1, 1988 through September 30, 1989.

II. Fees:

A. Environmental regulatory fees:

The department shall establish by rule fees for environmental regulatory functions designated in Attachment IV of this contract and conducted by the CPHU. Such fees shall supersede any environmental regulatory fees existing prior to the effective date of the department's rule. The county may, however, establish fees pursuant to Florida Statutes, Section 381.311 which are not inconsistent with department rules and other statutes, after consultation with the department.

B. Communicable disease services fees:

The department may establish by rule fees for communicable disease services, other than environmental regulatory services, designated in this contract and conducted by the CPHU. The county may establish fees pursuant to Florida Statutes, Section 381.311 which are not inconsistent with department rules and other statutes: All state or federally authorized communicable disease services fees shall be listed in Attachment IV of this contract. All county authorized communicable disease services fees shall be listed in Attachment V of this contract.

C. Primary health care fees:

Either party may establish fees for primary health care services designated in this contract and conducted by the CPHU except for those services for which fee schedules are specified in federal or state law or regulations.

Both parties further agree:

1. That such fees shall be established by resolution of the Board of County Commissioners, if promulgated by the county, or by rule, if promulgated by the department;
2. That there shall be no duplication of fees by the department and the county for communicable disease or primary care services provided by the CPHU;
3. That primary health care fees shall be listed in Attachments IV (state) and V (county) of this contract.

D. Collection and use of fees:

Both parties agree that:

1. proceeds from all fees collected by or on behalf of the CPHU, whether for environmental, communicable disease, or primary care services, shall only be used to fund services provided by the CPHU;
2. all fees collected by or on behalf of the CPHU shall be deposited with the State Treasury and credited to the Public Health Unit Trust Fund or other appropriate state account if required by Florida Statute or the State Comptroller.

III. Service Policies and Standards:

Both parties agree that the CPHU shall adhere to the service policies and standards published by the department in program manuals and other guidelines provided by the department as a guide for providing each funded service specified in Attachment II, Part IV of this contract, where such manuals or guidelines exist.

IV. Fair Hearing Guidelines:

The provider shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The contractor will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment X of this contract.

The provider shall post in a readily accessible location and visible to all clients either procedures or a poster informing clients how they may contact the Human Rights Advocacy Committee (HRAC).

V. Personnel:

Both parties agree:

A. The CPHU shall have at least the following employees:

1. A director or administrator appointed by the Secretary of the department after consultation with the staff director of the State Health Office and with the concurrence of the Board of County Commissioners;
2. A full-time community health nurse;
3. An environmental health specialist; and
4. A clerk.

B. That all department employees working in the CPHU shall be supervised by the department and subject to Department of Administration rules.

C. Staffing levels shall be established in this contract in Attachment II, Part IV as FTE's, and may be changed as funds become available.

D. The number and classification of employees working in the CPHU that are county employees rather than department employees shall be listed in Attachment VI of this contract.

VI. Facilities:

Both parties agree that:

- A. CPHU facilities shall be provided as specified in Attachment VII of this contract. This attachment shall include a description of all the facilities used by the CPHU, including the location of the facility and by whom the facility is owned;
- B. The county shall own the facilities used by the CPHU unless otherwise provided in Attachment VII of this contract; and
- C. Facilities and equipment provided by either party for the CPHU shall be used for public health services provided that the county shall have the right to use such facilities and equipment, owned or leased by the county, as the need arises, to the extent that such use would not impose an unwarranted interference with the operation of the CPHU.

VII. Method of Payment:

- A. In each quarter of the contract year, the county shall deposit at least one fourth of its total annual contribution to the County Public Health Unit Trust Fund. At least one third of this quarterly contribution shall be deposited no later than the last day of the first month in each quarter. The county may make monthly contributions if preferred over quarterly contributions.
- B. The department shall release state contributions to this contract as follows:
 - 1. Funds appropriated as "Aid to Local Government" shall be released in four equal amounts at the beginning of each quarter of the contract year;
 - 2. WIC and other state funds appropriated in a cost reimbursement category (e.g. expense and special) shall be released on the basis of invoices documenting expenditures.

VIII. Laboratory and Pharmacy Support:

The department agrees to supply laboratory and pharmacy support services for the CPHU at least at the level provided in the prior state fiscal year if funds are available.

IX. Other County Public Health Unit Activity: (optional)

Attachment IX shall contain a listing of all public health activities in the county which supplement or support the activities of the CPHU, but are not financed through the Public Health Unit Trust Fund. The contract manager for the department and the contract representative for the county should be notified in writing of changes in the agreements or amounts listed in Attachment IX which occur during the life of this contract, but such changes do not require a contract amendment.

X. Emergencies:

Both parties agree, to the extent of their respective resources, that they may assist each other in meeting public health emergencies.

XI. Sponsorship:

The provider assures that all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by Nassau County Public Health Unit

Provider

and the State of Florida, Department of Health and Rehabilitative Services." If the sponsorship reference is in written material, the words, "State of Florida, Department of Health and Rehabilitative Services" shall appear in the same size letters or type as the name of the organization.

ATTACHMENT II

Part I. PLANNED USE OF COUNTY PUBLIC HEALTH UNIT TRUST FUND BALANCES:

	Estimated County Share Of CPHU Trust Fund Balance As of September 30, 1988	Estimated State Share Of CPHU Trust Fund Balance As Of September 30, 1988	Totals
1. Draw Down For Contract Year: October 1, 1988 - September 30, 1989	0.	0.	0.
2. Reserve For Contingency Fund: October 1, 1988 - September 30, 1989	31,787.	237,628.	269,415.
3. Special Project: October 1, 1988 - September 30, 1989	0.	0.	0.
4. Construction/Renovation Funding: Special Appropriation By the Legislature 88-89 Balance of Prior Years Appropriation	XXXX		
Totals	31,787.	237,628.	269,415.

ATTACHMENT II
Part II. SOURCES OF CONTRIBUTIONS TO CPHU

<u>State</u>	<u>CPHU Trust Fund</u>	<u>Other Contributions</u>	<u>Total</u>
1. General Revenue:			
ALG/Contributions to CPHU (schedule C):			
Contrib. to CPHU	453,151.	0.	453,151.
AIDS HERR	0.	0.	0.
AIDS Patient Care	0.	0.	0.
AIDS Counsel. & Testing	0.	0.	0.
AIDS Surveillance	0.	0.	0.
Home Health Svc Pilot	0.	0.	0.
STD Program	0.	0.	0.
Other (Specify)			
School Health	27,795.	0.	27,795.
Improved Pregnancy Outcome	0.	0.	0.
Family Planning	0.	0.	0.
Primary Care	130,000.	0.	130,000.
HERR-Hypertension	0.	0.	0.
Total General Revenue	610,946.	0.	610,946.

ATTACHMENT II
Part II. SOURCES OF CONTRIBUTIONS TO CPHU

<u>State</u>	<u>CPHU Trust Fund</u>	<u>Other Contributions</u>	<u>Total</u>
2. Federal Funds;			
Child Health (MCH Block Grant)	13,300.	0.	13,300.
Dental Projects (MCH Block Grant)	26,000.	0.	26,000.
IPO (MCH Block Grant)	81,882.	0.	81,882.
Family Planning (Title X)	39,659.	0.	39,659.
WIC	87,000.	417,028.	504,028.
STD Program	0.	0.	0.
AIDS	0.	0.	0.
Prevention & Surveillance			
Other AIDS (Specify)			

Hypertension (Prev. Hlth Blk.)	3,759.	0.	3,759.
CHIP (Prev. Hlth Blk.)	0.	0.	0.
Other Federal: (Specify)	0.	0.	0.
Total Federal Funds	251,600	417,028.	668,628

ATTACHMENT II
Part II. SOURCES OF CONTRIBUTIONS TO CPHU

<u>State</u>	<u>CPHU Trust Fund</u>	<u>Other Contributions</u>	<u>Total</u>
3. Fees Assessed by State or Federal Rules or Regulations:			
Communicable Disease Fees	0.	0.	0.
Primary Care Fees	19,000.	0.	19,000.
Environmental Health Fees	69,663.	0.	69,663.
Total Fees	88,663.	0.	88,663.
4. Other Revenues:			
Draw down From Public Health Unit Trust Fund, if any	0.	0.	0.
Medicaid(All sources)	60,000.	0.	60,000.
Other State(specify)	0.	0.	0.
State Pharmacy Services	XXXXXXXX	27,129.	27,129.
State Laboratory Services	XXXXXXXX	38,107.	38,107.
State TB Services	XXXXXXXX	3,495.	3,495.
State Immunization Services	XXXXXXXX	6,248.	6,248.
State STD Services	XXXXXXXX	1,363.	1,363.
Total Other Revenues	60,000.	76,342.	136,342.
Total State Contributions	1,011,209.	493,370.	1,504,579.

ATTACHMENT II
Part II. SOURCES OF CONTRIBUTIONS TO CPHU

<u>County</u>	<u>CPHU Trust Fund</u>	<u>Other Contributions</u>	<u>Total</u>
1. Board of County Commissioners Annual Appropriation:	271,741.	0.	271,741.
2. Fees Authorized by County Ordinance or Resolution:			
Communicable Disease Fees	6,500.	0.	6,500.
Primary Care Fees	29,591.	0.	29,591.
Environmental Health Fees	0.	0.	0.
Total Fees	36,091.	0.	36,091.
3. Buildings:			
Annual Rental Equivalent Value	XXXXXXXX	106,400.	106,400.
Maintenance	XXXXXXXX	12,000.	12,000.
_____	XXXXXXXX		
_____	XXXXXXXX		
Total Buildings	0.	118,400.	118,400.
4. Other Local Contributions:			
Draw down From Public Health Unit Trust Fund, if any	0.	0.	0.
School Board	35,668.	0.	35,668.

ATTACHMENT II
Part II. SOURCES OF CONTRIBUTIONS TO CPHU

<u>County</u>	<u>CPHU Trust Fund</u>	<u>Other Contributions</u>	<u>Total</u>
4. Other Local Contributions(Continued):			
Medicare	14,800.	0.	14,800.
Other County (Specify)			
Jail Service	8,000.	0.	8,000.

Total Other	58,468.	0.	58,468.

Total County Contributions	366,300.	118,400.	484,700.

ATTACHMENT II

PART II. SOURCES OF CONTRIBUTIONS TO CPHU

Summary State and County	CPHU Trust Fund	Other Contributions	Total
Total County Contributions	366,300.	118,400.	484,700.
Total State Contributions	1,011,209.	493,370.	1,504,579.
GRAND TOTAL CPHU PROGRAM	1,377,509.	611,770.	1,989,279.

ATTACHMENT II
PART III. BUDGET BY LEVEL OF SERVICE
(Amounts rounded to \$1.00)

	<u>Budget (CPHUTE)</u>		<u>Total</u>
	<u>State</u>	<u>County</u>	
A. Communicable Disease Level			
1. Salaries and Benefits	\$ 45,119.	\$ 16,555.	\$ 61,674.
2. OPS	\$ 2,402.	\$ 882.	\$ 3,284.
3. Expenses	\$ 7,608.	\$ 2,791.	\$ 10,399.
4. Operating Capital Outlay	\$ 1,001.	\$ 367.	\$ 1,368.
5. ALG: AIDS Patient Care	\$ 0.	\$ 0.	\$ 0.
Subtotal	\$ 56,130.	\$ 20,595.	\$ 76,725.
B. Primary Care Level			
1. Salaries and Benefits	\$ 628,094.	\$ 226,673.	\$ 854,767.
2. OPS	\$ 26,961.	\$ 9,755.	\$ 36,716.
3. Expenses	\$ 134,093.	\$ 48,480.	\$ 182,573.
4. Operating Capital Outlay	\$ 15,712.	\$ 5,679.	\$ 21,391.
5. ALG: Primary Care	\$ 0.	\$ 0.	\$ 0.
Subtotal	\$ 804,860.	\$ 290,587.	\$ 1,095,447.
C. Environmental Health Level			
1. Salaries and Benefits	\$ 136,123.	\$ 49,945.	\$ 186,068.
2. OPS	\$ 0.	\$ 0.	\$ 0.
3. Expenses	\$ 12,457.	\$ 4,571.	\$ 17,028.
4. Operating Capital Outlay	\$ 1,639.	\$ 602.	\$ 2,241.
Subtotal	\$ 150,219.	\$ 55,118.	\$ 205,337.
D. Total CPHU Health Services Budget			
1. Salaries and Benefits	\$ 809,336.	\$ 293,173.	\$ 1,102,509
2. OPS	\$ 29,363.	\$ 10,637.	\$ 40,000
3. Expenses	\$ 154,158.	\$ 55,842.	\$ 210,000
4. Operating Capital Outlay	\$ 18,352.	\$ 6,648.	\$ 25,000
5. ALG: AIDS Patient Care	\$ 0.	\$ 0.	\$ 0
6. ALG: Primary Care	\$ 0.	\$ 0.	\$ 0
	\$ _____	\$ _____	\$ _____
TOTAL BUDGET	\$ 1,011,209.	\$ 366,300.	\$ 1,377,509

ATTACHMENT III

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 the 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 or 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, subgrantees 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.

ATTACHMENT IV
STATE FEE SCHEDULES, BY SERVICE

<u>The</u> <u>Level of Service/Service</u> <u>Fund</u>	<u>Fee</u>	<u>Estimated</u> <u>Annual Revenue</u> <u>Accruing To</u>
		<u>CPHU</u> <u>Trust</u>
I. <u>Communicable Disease</u>		
<u>AIDS, HIV, Alternate Site Testing</u>	\$20 (optional)	
	<u>Subtotal</u>	\$ <u> 0.</u>
II. <u>Primary Care</u>		
Family Planning	Statewide Schedule	19,000.
	<u>Subtotal</u>	\$ <u>19,000.</u>
III. <u>Environmental Health</u>		
<u>Swimming Pools and Bathing Places:</u>		6,269.
-Original construction plan review and approval/swimming pools	\$190	
-Original construction plan review and approval/bathing places	150	
-Modification of original construction	100	
-Initial operating permit	125	
-Annual operating permit to 25,000 gallons	25	
over 25,000 gallons	75	

ATTACHMENT IV

STATE FEE SCHEDULES (continued)

<u>Level of Service/Service</u>	<u>Fee</u>	<u>Estimated Annual Revenue Accruing To The CPHU Trust Fund</u>
<u>On-site Disposal (OSD) Program</u>		62,000.
-Soil testing/site evaluation	40(proposed)	
-Permit (standard subsurface system)	50 (1)(proposed)	
-Permit (mound system)	50 (1) proposed	
-Repair permit	40 (proposed)	
-Existing system approval	40 (proposed)	
-Septic tank manufacturing inspection	50 (annual) (Proposed)	
-Septage disposal service permit	50 (annual) (Proposed)	
-Septic tank pumpout vehicle inspection (per vehicle)	10	
-Portable/temporary toilet service permit	50 (annual) (Proposed)	
-Portable toilet pumpout vehicle (per vehicle)	10	
-Percolation test	100	
-Re-inspection of non-compliance on-site sewage disposal system	\$25 (proposed)	
-Variance application OSD system (single family)	100 (2) (proposed)	
(multi-family)	150 (2) (proposed)	
-Aerobic treatment unit permit (District 11 Only)	150	
-Aerobic treatment unit maintenance service permit (District 11 Only)	25 (annual) —	

ATTACHMENT IV

STATE FEE SCHEDULES (continued)

<u>Level of Service/Service</u>	<u>Fee</u>	<u>Estimated Annual Revenue Accruing To The CPHU Trust Fund</u>
<u>Annual Permits:</u>		1,394.
-Mobile home and recreational vehicle parks	6-10 spaces 40 11-50 spaces 80 51-200 spaces 120 over 200 160	
-Migrant Labor Camps	5 to 50 residents 75 51 to 100 150 over 100 residents 225	
-Bottled water plants and dealers	100 (3)	
-Water vending machines (per machine)	20 (3)	
	<u>Subtotal</u>	\$ <u>69,663.</u>
	<u>Total State Fees</u>	\$ <u>88,663.</u>

(1) A \$7 fee to fund the statewide accelerated soil survey is collected with each permit fee until 1/1/91.

(2) 50% of the variance application fee is deposited in the CPHU trust fund and 50% in the Assistant Secretary for Health Administrative Trust Fund Account.

(3) The state collects these fees and sends \$100 to CPHUs for each water plant and \$20 for each vending machine.

COUNTY FEE SCHEDULES, BY SERVICE

ATTACHMENT V

Estimated Annual Revenue Accruing To The CPHU Trust Fund

Fee/Range

Level of Service/Service

I. Communicable Diseases

Vital Statistics

6,500.

Subtotal

\$ 6,500.

II. Primary Health Care

Primary Care Fees

29,591.

Subtotal

\$ 29,591.

III. Environmental Health

Total County Fees

\$ 36,091.

Subtotal

\$ 0.

N/A

III. Environmental Health

N/A

II. Primary Health Care

N/A

I. Communicable Disease

Number	Position Classification	Level of Service/Service
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CLASSIFICATION AND NUMBER OF EMPLOYEES WORKING IN THE COUNTY PUBLIC HEALTH UNIT WHO ARE PAID BY THE COUNTY, BY LEVEL OF SERVICE, IF APPLICABLE

ATTACHMENT VII

FACILITIES UTILIZED BY THE CPDU

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Fernandina Beach Clinic and Administrative Building	4th and Ash Street Fernandina Beach, Fl.	County
Callahan Clinic	Callahan, Fl.	County
Hilliard Clinic	Hilliard, Fl.	County
Yulee Clinic	Yulee, Fl.	County

ATTACHMENT VIII

DESCRIPTION OF USE OF PUBLIC HEALTH UNIT TRUST FUND BALANCES
FOR SPECIAL PROJECTS, IF APPLICABLE
(From Attachment II, Part I)

N/A

ATTACHMENT IX (optional)

OTHER PUBLIC HEALTH ACTIVITIES IN THE COUNTY WHICH
SUPPLEMENT THE ACTIVITIES OF THE COUNTY PUBLIC HEALTH UNIT
(Programs Not Financed Through The Public Unit Trust Fund)

<u>Activity/Program</u>	<u>Relationship</u> (Contract, Memorandum of Agreement, etc.)	<u>Contractor or Sponsor</u> <u>of an Agreement</u>	<u>Provider</u>	<u>Amount</u>
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<u>State Funded:</u>	N/A			
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<u>County Funded:</u>	N/A			
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ATTACHMENT X

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the CIS/HMC minimum data set and the SAMAS 2.2 requirements because of federal or state law, regulation or rule. If a county public health unit is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Morbidity, screening and surveillance reports specified by the department.
2. Dental Health	Monthly reporting on HRSR Form 1008.
3. Special Supplemental Food Program for Women, Infants and Children.	Service documentation and monthly financial reports as specified in HRSM 150-24.
4. Improved Pregnancy Outcome	Requirements as specified in HRSM 150-13A. Quarterly reports of services and outcome on HRS-H Form 3096. (Improved Pregnancy Outcome (IPO) Program Quarterly Progress Report.) Quarterly Summary Report, Presumptive Eligibility/Medicaid Determination Log by all providers authorized to determine presumptive eligibility.
5. Family Planning	Periodic financial and programmatic reports as specified in HRSM 150-27.
6. Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assess-

ATTACHMENT X (continued)

- | | |
|----------------------------|---|
| | ment of various immunization levels and forms reporting adverse events following immunization. |
| 7. Primary Care | Periodic financial and programmatic report as specified in HRSM 150-31. |
| 8. CPHU Program | Requirements as specified in HRSM 150-3. |
| 9. Chronic Disease Program | Periodic reports as specified by the program and use of HRS forms identified in HRSM 150-8 and 150-12. |
| 10. Environmental Health | Requirements as specified in HRSM 50-10. |
| 11. AIDS Program | HRSM 150-30. Acquired Immune Deficiency Syndrome (AIDS) cases are reported on the centers for Disease Control (CDC) Report Form 50.42 - Revised 3/85. |
| 12. School Health Services | HRSM 150-25, including the requirement for an annual plan as a condition for funding. |

ATTACHMENT XI

FAMILY PLANNING PROGRAM

(This attachment must be completed by all county public health units)

A. Special Provisions

1. The county public health unit will provide family planning services to the number of clients as stated on Attachment II, Part IV by September 30, 1989.
2. The county public health unit will assure that at least 90 percent of the clients served by the county public health unit in the family planning program have incomes at or below 150 percent of the federal OMB poverty guidelines.
3. The county public health unit will provide family planning for information/counseling to 90 percent of all Maternal and Child Health/IPO clients by September 30, 1989.
4. The county public health unit will work to assure that clients are being provided integrated services and receiving appropriate referrals to other programs.
5. The county public health unit will report annually, or upon request, on information necessary to meet federal requirements, including the Family Planning Supplement, and on the goals and objectives listed in the Florida Statewide Plan for Family Planning Services. Data included in the CPHU Contract Management System will not be requested in these reports.
 - a. As part of the development of the Statewide Plan for Family Planning Services the CPHUs will provide goals and objectives addressing the percent of clients maintaining a method of family planning for one year or until a pregnancy is desired. (A continuation rate of less than 60 percent will require an explanation).
 - b. As part of the development of the Statewide Plan for Family Planning Services the CPHUs will provide goals and objectives addressing the percent of IPO clients adopting a method of family planning in the postpartum period. (A method adoption rate of less than 75% will require an explanation).
6. The planned budget for the county public health unit family planning program, by source of revenue, is included as part B of this Attachment.

October 1, 1988 to September 30, 1989

Schedule C

Object Class	Title X	State Family Planning General Revenue	Title XIX	Other (Include G.R. Non-Categorical for Family Planning)	Fees and 3rd Party	Total
Personnel Salaries	30,934.		11,700.	50,441.	14,844.	107,919.
Fringe Benefits	8,725.		3,300.	16,900.	4,156.	33,081.
Other	0.			16,000.	0.	16,000.
Contracts (excluding sterilization)	0.			0.	0.	0.
Subtotal (Must Equal- Schedule C Title X and/or State Family Planning General Revenue)	39,659.		15,000.	83,341.	19,000.	157,000.
Sterilizations (If funds are in CPHU Trust Fund)	0.			0.	0.	0.
TOTAL *	39,659.		15,000.	83,341.	19,000.	157,000.

*Must equal Family Planning Grand Total on Attachment II,
Part IV of the contract and the accompanying worksheet.

ATTACHMENT XII

IMPROVED PREGNANCY OUTCOME PROGRAM (IPO)

(This attachment must be completed for all county public health units which have an IPO program)

A. The county public health unit shall:

1. Provide maternity services in accordance with HRSM 150-13A.
2. Follow the procedures and criteria as described in Chapter 10D-99 FAC pertaining to IPO client eligibility and fee determination.
3. Ensure that all applicants for IPO services are screened for possible eligibility for third party reimbursement and that providers bill third party payers for all clients determined eligible.
4. Ensure that state and federal IPO funds will not be used to pay any hospital costs associated with any client's pregnancy.
5. Ensure that funds provided by the state, and any fees collected for IPO services provided, do not supplant funds from any other sources used to support IPO services provided by the CPHU and its subcontractors.
6. Input into the CIS/HMC system on a timely basis, the number of services provided and the number of clients served by all subcontractors who are funded by it to provide IPO services.
7. Provide outcome data required to complete the IPO quarterly status report according to the schedule specified by the State Health Office.

B. Special Requirements For Subcontractors:

The following requirements shall be included in all subcontracts with any agency, organization or person whom the county public health unit funds to provide IPO services:

1. The subcontractor shall provide whatever service and client data the county public health unit requires to enable the county public health unit to enter this information for the subcontract into the CIS/HMC contract management system. The subcontractor shall submit such data in the format and according to the schedule specified by the county public health unit.
2. The subcontractor shall provide whatever outcome data the county public health unit requires to enable the county public health unit to complete its Quarterly IPO Status Reports. The subcontractor shall submit such data in the format and according to the schedule specified by the county public health unit.

ATTACHMENT XII

IPO PROGRAM (CONTINUED)

3. The subcontractor shall comply with the personal health clinic standards and the IPO standards specified in the State Health Office comprehensive monitoring plan and Standards Document (FY 88-89) and HRSM 150-13A.

- C. Specify in the space below the amount of any county funds earmarked by the Board of County Commissioners for hospitalization in the IPO program if such funds are deposited in the CPHU Trust Fund and included in the IPO line on Attachment II, Part IV, of this contract.

\$ 145,000.

ATTACHMENT XIII

PRIMARY CARE SERVICES

(This attachment must be completed for all county public health units which provide Primary Care Services).

- A. The county public health unit shall:
1. Provide the services according to the schedule of hours described, including 24 hour coverage.
 2. Provide medical supervision as appropriate and approved by the department.
 3. Follow the department's eligibility criteria.
 4. Give priority in service delivery to persons with family incomes below 100 percent of the most current federal non-farm poverty guidelines.
 5. Serve persons below 100 percent of the most current federal non-farm poverty guidelines at no charge.
 6. Establish a sliding fee scale for determining the level of payment for clients with family incomes between 100 and 200 percent of the most current federal non-farm poverty guidelines. Such a fee scale shall progress in 20 percent increments between 100 and 200 percent and be applied to the fee schedule approved by the Board of County Commissioners.
 7. Register all primary care clients in the department's client registration system and issue a "primary care participant" card to all registered clients.
 8. Make available to department representatives medical and dental records and any other files and records of program patients for review.
 9. Provide client specific and aggregate reports as required by the department.
 10. Provide the department with utilization, cost and revenue reports in the form and frequency specified by the department.
 11. Follow departmental accounting procedures with respect to the funds awarded in the contract with the department.
 12. Develop a consolidated or unified record for primary care clients consistent with guidelines established by the department.

ATTACHMENT XIII

PRIMARY CARE SERVICES (CONTINUED)

13. Participate in evaluations of primary care services under the department's direction as specified in 154.011(2), F.S.
14. Ensure that subcontractors providing primary care services abide by the same conditions as those placed on the provider.
15. Conduct a quality assurance program satisfactory to the department.
16. Ensure that funds provided for primary care services and any fees collected for services provided do not supplant funds from any other sources used to support public health services provided by the contractor and its subcontractors.
17. Ensure that primary care services are integrated with other County Public Health Unit programs and services to the maximum extent possible. Interprogram coordination and referral mechanisms will be used to ensure client access to programs and services for which clients are otherwise eligible.
18. Provide the State Health Office in the department with copies of all subcontracts.
19. Identify the fees collected for primary care services in its accounting system. Primary care fees collected by the county public health unit must be deposited in the County Public Health Unit Trust Fund and shall only be used to support primary care services funded by this contract. Fees collected by any subcontractors must be used exclusively for primary care services funded by this contract. All fees collected in excess of budgeted amounts must be used for primary care services as approved by the department through a contract amendment.
20. Comply with all policies and procedures as established by HRSM 150-31.

ATTACHMENT XIII

PRIMARY CARE PROGRAM (CONTINUED)

- B. Complete the following chart indicating how Primary Health Care funds are distributed between the CPHU and any subcontractors; the amount of collections, fees, services, and clients related to Primary Care funds:

	CPHU Only	Subcontractor(s) Only	Totals
Primary Care Funds	130,000.	0.	130,000.
*Collections	40,000.	0.	40,000.
*Fees	10,000.	0.	10,000.
Total Primary Care	180,000.	0.	180,000.
Services	6,000.	0.	6,000.
Clients	2,000.	0.	2,000.

*Collections: All third party payments, including Medicaid, Medicare, Blue Cross/Blue Shield, Workmen's Compensation, etc.

*Fees: Any revenue collected by the program through the sliding scale.

ATTACHMENT XIV

CHRONIC DISEASE PROGRAM

Comprehensive Health Improvement Projects (CHIP)

(This attachment must be completed for all county public health units which have a CHIP funded in whole or in part by Preventive Health Block Grant Funds provided through the Chronic Disease Program).

The county public health unit shall:

1. Comply with the minimum requirements set forth in chapter 10D-97, FAC, Comprehensive Health Improvement Project. (Rule)
2. Develop and implement CHIP with technical assistance from Chronic Disease Program staff. This includes: Development of an annual work plan and budget with technical assistance from the Chronic Disease Program state representative. The work plan must contain time lines and reflect specific interim goals and objectives as well as overall program achievements to be reached. The workplan and budget must be developed and approved by the CHIP State Representative before the second quarterly installment is released.
3. Appoint a CHIP coordinator within the first quarter of CHIP implementation. The position of coordinator is recommended to be a 100% FTE.
4. The County Public Health Unit CHIP coordinator must prepare a brief quarterly report reflecting progress as set forth in the workplan.
5. All CHIP funds shall be utilized only for CHIP activities.

**ATTACHMENT XV
WIC PROGRAM**

A. Services to be Rendered.

The provider will:

1. Carry out responsibilities and provide WIC Program services described in the Florida Special Supplemental Food Program for Women, Infants and Children (WIC), Procedure Manual, HRSM 150-24, and all manuals pertaining to this Program.

2. Comply with fiscal and operational requirements prescribed by the department pursuant to federal and state regulations, guidelines and instructions.

3. Have the competent professional authority on the staff and the facilities and equipment necessary to perform certification procedures.

4. Make available appropriate health services to potentially eligible participants either directly or through referral agreements with other health service providers and inform applicants of the health services available. When health services are provided through referral, the provider must have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers.

5. Make available nutrition education services to participants, in compliance with federal and state regulations, guidelines and instructions.

6. Implement the food delivery system prescribed by the department pursuant to federal regulations and approved by FNS. Data to be submitted to the data processing Contractor includes, but is not limited to, those items identified herein. The required submission frequency for each item is as follows:

Certification Forms - submitted once every two weeks at a minimum.

Check Registers - submitted once every two weeks at a minimum, but must be submitted for any given month by the fifth (5th) of the month following the reporting month.

Unclaimed and Voided Checks - submitted by the fifth (5th) of the month following the reporting month.

7. Provide on a timely basis to the department all required information regarding fiscal and program administration in accordance with federal and state regulations, guidelines and instructions.

8. Maintain complete, accurate, documented, and current accounting of all WIC Program funds received and expended.

ATTACHMENT XV

WIC PROGRAM (continued)

9. Maintain on file and have available for review, audit, and evaluation all criteria for certification, including information on the area and/or population served, income standards used, and specific nutritional risk criteria, in accordance with federal and state regulations, guidelines and instructions.

10. Reimburse the department for any WIC Program funds misused or otherwise diverted due to negligence, fraud, theft, embezzlement, or unexplained causes. Furthermore, the provider agrees to reimburse the department for loss, misuse, or diversion of WIC Program funds due to use of WIC food checks provided to the provider by the department. The provider will have full opportunity to submit evidence, explanation, or information concerning alleged misuse of funds before a determination is made. The provider will have the right to appeal the department's decision through an appeal procedure.

The provider agrees that:

1. Equipment purchases to be reimbursed with WIC funds will not be made without prior written approval of the department and upon approval and purchase, such equipment becomes the property of the department. If computer software, hardware, services, etc., are purchased, correct procedures are to be followed (I.R.R., HRS Form 1631, etc.). Also, all such purchases require prior approval of the department and/or FNS.

2. Rental space costs to be reimbursed with WIC funds will be neither contracted for nor paid for without prior written approval of the department and FNS.

3. Requests for reimbursement by WIC will not be made to pay for services already funded by other federal programs.

4. Reimbursement of WIC costs will not exceed the department's allocation to the provider.

5. Participants will not be charged for the cost of certification, nutrition education or supplemental foods.

The department will:

1. Provide administrative funds on a reimbursement basis to the provider for operating a WIC Program. Allowable expenditures incurred by the provider will be reimbursed by the department monthly as costs are incurred up to the amount allocated.

2. Provide training to provider staff in the operation of a local WIC Program, including nutrition education training to meet established standards.

3. Provide technical assistance, monitoring, and evaluation to assess if the provider is in compliance with federal and state WIC rules, regulations and policies and is operating the WIC Program with maximum efficiency and effectiveness.

4. Reimburse participating food vendors for properly redeemed WIC food checks issued by the provider.

ATTACHMENT XV

WIC PROGRAM (continued)

B. Manner of Service Provision.

The provider will:

1. Maintain current records on each individual in the program which includes records documenting the provision of services.
2. Maintain those facilities in which the services are provided so that all all times, the facilities are in conformance to the standard required by local fire and health authorities or federal requirements, whichever is more stringent.
3. Make every effort to maintain sufficient staff facilities and equipment to deliver the agreed upon services, or to notify the department whenever they are unable, or are going to be unable to provide the required quality or quantity of services.

C. Method of Payment.

1. Subject to the availability of funds, the department shall reimburse the provider for no more than the total provider allocation for expenditures made. The department shall pay the provider \$2.95 per certification or recertification, not to exceed the total amount of allocation. The department shall reimburse the provider on the basis of monthly invoices (WIC Monthly Report of Program Operations). All invoices will be submitted in detail sufficient for a proper pre-audit and post-audit.

2. The provider must submit the final invoice for reimbursement to the department no more than one hundred thirty-five (135) days after the contract ends or is terminated. If provider fails to do so, all right to reimbursement is forfeited, and the department will not honor any request submitted after the aforesaid agreed upon period. Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the provider, and necessary adjustments thereto, have been approved by the department.

D. Special Provisions.

1. Non-expendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition cost of two hundred (200) dollars or more per unit, and an expected useful life of at least one year; and hardback bound books, the value of cost of which is twenty-five (25) dollars or more.

(a) All such property, purchased under this contract, shall be listed on the state property records of the provider. Said listing shall include a description of the property, model number, manufacturer's serial number, date of acquisition, unit cost, property inventory (I.D.) number, and information on the condition, transfer, replacement, or disposition of the property.

(b) All such property, purchased under this contract, shall become state property and shall be inventoried annually, and an inventory report shall be submitted to the state agency.

(c) Title (ownership) to all non-expendable property acquired with funds from this contract shall be vested in the USDA/FNS and the state agency as its representative. -

ATTACHMENT XV
WIC PROGRAM (continued)

(d) At no time shall the provider dispose of non-expendable property purchased under this contract except with the permission of, and in accordance with instructions from the state agency.

(e) Prior state agency approval is required for the purchase of any item of non-expendable property not specifically listed in the approved contract budget.

2. As specified in section Core Attachment I, section C., bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

3. If applicable, an HRS travel voucher (State of Florida Voucher for Reimbursement of Traveling Expenses - Form C-676) must be submitted. Original receipts for expenses incurred during officially authorized travel; items such as car rental and air transportation, parking and lodging, tolls and fares; are required for reimbursement. Section 287.058 (1)(b), F.S., governing payments by the state for traveling expenses. HRSR 40-1 (Official Travel of HRS Employees and Non-Employees) provides further explanation, clarification, and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

4. Prior approval is required in accordance with Section 112.061, F.S. for conference travel, and must be certified on Form C-676C (State of Florida Authorization To Incur Travel Expense) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with (3.) above. See HRSR 40-1 for further explanation, clarification, and instruction.

5. Units of deliverables, including reports, findings and drafts which must be received and accepted by the contract manager prior to payment are specified in section Core Attachment I, section A.

6. The criteria and final date by which such criteria must be met for completion of this contract are specified in section Core Attachment I, section A; and the GR/FF Model Contract, Part III, section A.

E. Financial and Compliance Audit

1. The provider will have an annual financial and compliance audit performed, by an independent auditor per specifications outlined in Section III.

F. Confidentiality

1. For purposes of this contract, trade secrets shall neither be considered public records, nor subject to the provisions of Chapter 119, Florida Statutes.