

Jim B. Higginbotham Hazel Jones Tom Branan James E. Testone Jimmy L. Higginbotham Dist. No. 5 Callahan

Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yules Dist. No. 4 Hilliard

> T.J. "Jerry" GREESON Ex-Officio Clerk MICHAEL S. MULLIN **County Attorney**

June 23, 1989

Mr. Larry S. Jordan Director Emergency Medical Services State of Florida Department of Health & Rehabilitative Services 1317 Winewood Boulevard 32399-0700 Tallahassee, FL

Dear Mr. Jordan:

Enclosed please find one original signature copy of the agreement between Nassau County and the Department of HRS for the County Emergency Medical Services (EMS) Grant No. LPN89, along with the Request for Grant Distribution.

Thank you for your continued support in assisting Nassau County in improving and expanding its pre-hospital emergency medical services system.

Sincerely,

"Jerry" Greeson

ficio Clerk

May 24, 1989 Certified #P938787650 Return Receipt Requested

The Board of Commissioners Nassau County Post Office Box 1010 Fernandina Beach, Florida 32034

It gives me great pleasure to inform you that County Emergency Medical Services (EMS) Grant No. <u>LPN89</u> has been awarded to you in the amount of \$19,392.62 contingent upon your signature on this agreement and return of it to us. This grant award is to support the purchase of the pre-hospital EMS activities, services and items outlined in your county grant application submitted to us and signed on February 28, 1989.

The grant must be executed within the limits of the amount awarded to you. Any costs above the grant amount, awarded under section 401.113(2)(a), Florida Statutes, are the responsibility of the county. The grant begins October 1, 1988, or the date this EMS Grant Distribution Agreement is signed by both parties, whichever is later.

The purchase of any communications equipment or services during the grant period must have the written approval of the state Department of General Services, Division of Communications, otherwise, we are required to disallow the communications costs.

Please sign and write the same date on both identical copies of this agreement and the Request for Grant Distribution and return one original signature copy of each to the Department of Health and Rehabilitative Services, EMS County Grants, Office of Emergency Medical Services, 1317 Winewood Boulevard, Tallahassee, Florida 32399-0700.

Your signature acknowledges and ensures that you have read, understood and will comply fully with this agreement and each document located in Appendix E of the booklet titled: "Florida Emergency Medical Services Grant Program for Counties," 1988, by the Department of Health and Rehabilitative Services.

Please note that on page 24 of the previously cited booklet, paragraphs b, c, and d, under "Communications Equipment and Systems," pertains to all equipment under this grant, in addition to communications equipment.

Thank you for your continued support and involvement in improving and expanding the pre-hospital emergency medical services system.

Sincerely.

Director

Larry S. Jordan

Emergency Medical Services

vc/4005

SIGNED >

(Authorizing County Official Appearing in Grant Application Item #1)

Date: 6-19689

2 Attachments

1. Agreement

2. Request for Grant Distribution

REQUEST FOR COUNTY GRANT DISTRIBUTION (ADVANCE PAYMENT) EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM FOR COUNTIES

In accordance with the provision of section 401.113(2)(a), F.S., the undersigned hereby requests an EMS county grant distribution (advance payment) for the improvement and expansion of pre-hospital EMS.

Payment To: Nassau Board of County Commissioners
Name of Board of County Commissioners (Payee)
P.O. Box 1010
Address
Fernandino Beach, Florida 32034
(City) (State) (Zip)
Grant Number: LPN89 Federal Tax ID Number: 59-1863042
Total Requested County Grant Amount: \$ 19,392.62
SIGNATURE: X Authorizing County Official Authorizing County Official
Name and Title:
SIGN AND RETURN WITH EMS COUNTY GRANT AGREEMENT TO:
Department of Health and Rehabilitative Services
EMS County Grants
Office of Emergency Medical Services 1317 Winewood Boulevard
Tallahassee, Florida 32399-0700
For Department of Health and Rehabilitative Services Office of Emergency Medical Services Use Only
Amount: <u>\$</u>
Date:
Approved By: Title:

STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES OFFICE OF EMERGENCY MEDICAL SERVICES 1988 COUNTY EMERGENCY MEDICAL SERVICES GRANT APPLICATION

1. Board of County Commissioners (Grantee) Identification:	(Legal Name)
Name of County: Nassau County	
Business Address: P.O. Box 1010	
Fernandina Beach, Florida (City)	32034 (Zip Code)
County Officials Authorized to Sign Grant Application.	
Name: <u>James Testone</u> Title	e: Chairman, Nassau County Board of County Comm.
Alternate Person: T.J. "Jerry" Greeson	Title: Clerk of the Court
Telephone: (904 (Area Code) 261-6127	821-5560 (SunCom)
2. Authorized Contact Person: Person designated authority with reports and documentation on all activities, services.	
Name: T.J. "Jerry" Greeson Title:	Clerk of the Court
Business Address: P.O. Box 1010	
Fernandina Beach, Florida	32034
(City)	(Zip Code)
Telephone: (904 (Area Code) 261-6127	821-5560 (SunCom)

3. Communications Approval: All grant applications which involve communications equipment and/or services, in total or in part, will be reviewed by the Department of General Services, Division of Communications. The Division of Communications will then send to the applicant a written conceptual review concerning the communications request and recommend any changes necessary to comply with Federal Communications Commission rules and/or the the Florida EMS Communications Plan. With this initial approval, the applicant may then proceed with the proposed project but prior to any purchase commitment, copies of the purchase documents must be forwarded to the Division of Communications for review and issuance of final written approval.

4. Work Plan

Work objectives are specific quantifiable statements identifying the intended outcome of activities and services.

Work actions are the activities and services that enable completion of the specific objectives.

<u>Time frames</u> are the limits within which the work activities, services, objectives, and actions will be started and completed, and should be stated as the number of weeks or months after the grant begins.

Measurable Objectives	Actions	Time Frames
To provide more reliable E.M.S. services to the residents of	To purchase, by specification, a new A.L.S.	Specifications to be ready and purchase to
Western Nassau County, by re- placing the aged and high mile-	Rescue Vehicle to pro-	he made as soon as
age ambulance with a vehicle	vide reliable EMS to Western Nassau County.	funds are released to Nassau Countv.
that is new and more reliable.		

(Attach additional pages if necessary)

5. Proposed Expenditure Plan: Prepare a line item budget. Identify all expenditures to be purchased with EMS grant monies. The county is not eligible for more funding than the amount allocated. Any costs above the allocated amount are the responsibility of the county. Use generic words for all equipment, especially communications equipment. Contact your assigned state EMS Grant Officer if assistance is needed.

	Grantee/Other Recipient*	Line Item	Unit Price	Quantity	Total Cost
	Nassau County EMS	Rescue Unit	\$45,336.0	0 / 1	\$45,336.00

^{*}Recipient is agency or organization which will receive the line item equipment, supplies and/or services.

- 6. Resolution: Attach a resolution from the Board of County Commissioners certifying the monies from the County EMS Grant will improve and expand the county's pre-hospital EMS system and that the grant monies will not be used to supplant existing county EMS budget allocations.
- 7. County Federal Tax Identification Number: 59-186 3042
- 8. Certification: I, the undersigned authorizing official of the previously named county, certify that to the best of my knowledge and belief all information and data contained in this County EMS Grant Application and its attachments are true and correct.

Printed Name: James E. Testone

Signature: ______ Signature: ______

Date Signed 2-28-89

Mail To:

Department of Health and Rehabilitative Services County EMS Grant Application Office of Emergency Medical Services 1317 Winewood Boulevard Tallahassee, Florida 32399-0700

RESOLUTION NO. 89-40

NASSAU COUNTY, FLORIDA

A RESOLUTION OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS CERTIFYING THAT MONIES FROM THE COUNTY EMS AWARD WILL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMS SYSTEM

WHEREAS, the Nassau County Board of County Commissioners is responsible for the provision of Pre-hospital Emergency Medical Services, and

WHEREAS, the Nassau County Board of County Commissioners is committed to maintaining and improving Pre-hospital Emergency Medical Services to the citizens and residents of Nassau County, Florida.

WHEREAS, the Nassau County Board of County Commissioners will use funds in the amount of \$19,392.62, to be received from the County Emergency Medical Services (EMS) Award Application, to improve and expand the Pre-hospital Emergency Medical Services to Nassau County citizens and residents,

NOW, THEREFORE, BE IT RESOLVED that the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS certifies that monies in the amount of \$19,392.62 will be used to improve and expand the County's Pre-hospital BMS System and that said funds will be used to upgrade rescue services in the rural areas of the County.

ADOPTED this 11th day of April, 1989.

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

ATTEST:

Expofficio Clerk

BY:

As Chairman of the Board

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CKANT REQUIREMENTS

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GRANT REQUIREMENTS:

These requirements are an integral part of the Grant Agreement between the county (Grantee) and the State of Florida, Department of Health and Rehabilitative Services (Grantor). In the event of a conflict, the below requirements shall always be controlling:

- 1. A final financial report shall be submitted detailing all expenditures of this grant. Bills for fees or other compensation for services or expenses shall be maintained by the Grantee in sufficient detail for a proper pre-audit and post-audit of the Grantee's records.
- 2. The Grantee hereby agrees to indemnify and hold the department harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under the Grant Agreement and shall investigate all such claims of every nature at its expense. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted under this Grant Agreement.
- 3. The Grantee agrees to use the equipment described in the County EMS Grant Application, solely for EMS throughout the equipment's useful life.
- 4. All terms, conditions, and provisions of the EMS Grant Distribution Agreement and other applicable documents in this booklet are hereby reaffirmed.
- 5. All county grants are made in accordance with section 401.113(2)(a), F.S., and shall be made through an EMS Grant Distribution Agreement. The EMS Grant Distribution Agreement by reference all regulations, rules, and other conditions governing the grant award. In addition to the EMS Grant Distribution Agreement, Grantees must sign a "Request for Grant Distribution." The department agrees to advance distribution of the grant amount to the Grantee within 45 days after receiving the Request for Grant Distribution.

EMS GRANT PROVISIONS

The Grantee hereby agreess to (1) improve the existing quality of pre-hospital emergency medical services (EMS) activities, services, or to have a positive impact on patient mortality and morbidity; and (2) to expand the extent, size or number of existing pre-hospital EMS activities or services. The activities and services to be provided are described in the County EMS Grant Application. Pre-nospital EMS activities will be rendered by the Grantee in a manner consistent with Chapter 401, F.S., and the work plan which is included in the Grantee's County EMS Grant Application.

The Grantee agreess to implement provisions of this grant in accordance with federal, state, and local laws, and rules, regulations, and policies that pertain to EMS.

The Grantee ensures that EMS grant funds will not be

The Grantee ensures that EMS grant funds will not be used to supplant or replace any other funds. Also, the funds will not be used to fulfill any state EMS matching grant program requirements.

The Grantee shall not use or disclose any information concerning a recipient of pre-hospital activities under this

grant for any purpose not in conformity with the state and federal regulations (45CFR, Part 205.50) except upon the written consent of the recipient or his responsible parent or guardian when authorized by law.

The Grantee and any sub-grantee or contractor shall report to the department unusual incidents in a manner prescribed in HRSR 0-10-1, if services to clients will be provided under this grant. Please let us know if you need a copy of this regulation.

Communications Equipment and Systems

- a. The Grantee agrees that all communications activities and equipment shall be approved in writing by the Florida Department of General Services, Division of Communications as required by section 401.024, F.S. Any costs for communications activities and equipment which do not receive such approval shall be disallowed. This approval must be dated after the effective date of the grant and prior to any commitment to purchase of the requested equipment and/or services or both. This approval is required in addition to any previous Division of Communications recommendation, review, or approval dated prior to the effective date of the grant.
- b. Ownership and Use. The Grantee shall own all facilities and equipment purchased by county EMS grant funds unless otherwise described in the grant application. The Grantee shall clearly document the assignment of equipment ownership and usage, and provide the documentation with the Grantee's semi-annual and/or final reports.
 - c. The owner shall be responsible for the proper insurance, licensing, permitting, and maintenance of facilities and equipment purchased with county EMS grant funds.
 - d. Facilities and equipment purchased by county EMS grant funds shall be used solely for improving and expanding pre-hospital EMS.

County EMS Grant Funds

All county EMS grant funds shall be deposited by the Grantee in an account maintained by the Grantee, and shall be assigned an unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All county EMS grant funds in the account maintained by the Grantee shall be accounted for separately from all other grantee funds. All county EMS grant funds shall be used solely for pre-hospital activities as outlined in the County EMS Grant Application, except as it may be amended in the Grant Distribution Agreement.

Any unused county EMS grant funds remaining in the assigned grantee account at the end of the grant period, including accrued interest, shall be reported to the department, remain in the grantee's account and shall be applied toward the next year's county EMS grant funding requirements. If subsequent restrictions are placed by the Office of the Comptroller. Department of Banking and Finance, the department will notify the Grantee in writing and the Grantee will comply.

Revisions to Grant:

- 1. The Grantee shall obtain written approval from us on the Grant Change Request document prior to any of the following changes to the grant budget:
 - a. Introducing a new line item in the approved budget.
 - b. Increasing any budgeted salary, unless such increase was projected in originally approved budget.
 - c. Introducing a sub-grantee or contractor / relationship where none is specifically identified in the approved budget.
- 2. The Grantee is not restricted to staying within the line item amounts reflected in the approved budget. However, the Grantee must stay within the overall amount budgeted and the salary budget.
- 3. The Grantee shall be responsible for any amount reflected in the budget which is in excess of the grant award.
- 4. County EMS grants are subject to the availability of funds. Our performance and obligation to pay under this grant is contingent upon a sufficient annual appropriation by the Legislature.

REPORTS AND DOCUMENTATION

The Grantee shall file the following reports consisting of one original and two copies of each required report as follows:

- a. The Program Performance Report indicating measurable progress toward meeting stated activities, services, objectives, actions and time-frames.
- 5. The Expenditure Report indicating all agreed upon budget expenditures.
- c. The required deadlines for providing the department with Program Performance and Expenditure reports are as follows:

1. April 30, 1989 for period October 1, 1988 through March 31, 1989

2. July 31, 1989 for period April 1, 1989 through June 30, 1989

3. October 31, 1989 for period July 1, 1989 through September 30, 1989

Program Performance and Expenditure reports will be used to ensure adequate monitoring and auditing of the Grantee. The Grantee, his sub-grantee(s) or contractor(s) and assignee(s) shall provide access to and furnish whatever information is necessary for us to monitor the Grant including access to all client records.

The Grantee agrees that a complete copy of the EMS Grant Distribution Agreement, approved grant changes, grant application, and all attachments must be on file with the person responsible for administering the grant.

ASSURANCE OF COMPLIANCE

CREDIT STATEMENT

The Grantee assures that any scientific or other report written about this project will contain a proper credit statement that system funding for this project, in whole or part, whichever the case may be, was provided by the

Florida Department of Health and Rehabilitative Services, Office of Emergency Medical Services.

COPYRIGHTS

The grantee assures that where activities supported by this grant produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to Section 286.021. Florida Statutes (1987), no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of

CIVIL RIGHTS CERTIFICATION

The grantee gives 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 Grantee 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 Rehabilitative 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 XI 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 or 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. 97-25, 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 Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of, or benefit from state EMS funds, and that it is binding upon the Grantee, successors, transferers, and assignees for the period during which such assistance is provided. The Grantee further assures that all contractors,

subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the preceding statutes, regulations, guidelines, and standards. In the event of failure to comply, the Grantee understands that the department 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.

Financial and Compliance Audits

This requirement is applicable if the grantee is a state or local government, university, hospital or other nonprofit entity. It shall not apply if the total of all funds received or earned from the department is less than \$25,000 during the grantee's fiscal year. The grantee has "received" funds when it has obtained cash from the department or when it has incurred expenses which will be reimbursed by the department. Governmental grantees only, may determine funds "received" in a manner consistent with their method of accounting.

The grantee agrees to have an annual financial and compliance audit performed by independent auditors in accordance with the current Standards for Audit of Governmental Organizations, Programs, Activities and Functions (the "Yellow Book") issued by the Comptroller General of the United States. State and local governments shall comply with Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Governments". Universities, hospitals, and other non-profit providers shall comply with the audit requirements contained in Attachment F of OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", except as modified herein. Such audits

shall cover the entire organization for the organization's fiscal year. The scope of audits performed need include only the financial and compliance requirements of the "Yellow Book", and may disregard those related solely to economy and efficiency or to program results.

Compliance findings related to the department shall be based on requirements, including any rules, regulations, or statutes referenced. Liabilities due to the department because of unexpended funds or because funds were not expended in accordance with terms shall be calculated and fully disclosed in the audit report. This requirement does not expand the scope of the audit as prescribed by the "Yellow Book". In addition to the basic financial statements, the audit report shall include: (1) a detailed schedule of all the revenues identified by source, such as individual grants by grant number, client fees, and private donations and (b) a schedule of functional expenses which presents line item expenditures such as salaries, travel and supplies by program services and supporting services, with the portion of the total supporting services allowable to programs presented as a single line item increasing program services and decreasing supporting services. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met.

The grantee shall ensure that audit working papers are made available to the department or its designee upon request for a period of five years from the date the audit report is issued unless extended in writing by the department.

Unless otherwise required by Florida Statutes, copies of the financial and compliance audit report and management letter, if any, shall be submitted within 120 days after the end of the grantee's fiscal year to:

> Office of Audit and Quality Control Serivces Building 3, Room 219 1317 Winewood Boulevard Tallahassee, Florida 32399-0700



GERALD LEWIS

COMPTROLLER OF FLORIDA

OFFICE OF COMPTROLLER

DEPARTMENT OF BANKING AND FINANCE

STATE OF FLORIDA

TALLAHASSEE 32301

: September 26, 1988

DPO

Mr. Gregory L. Coler, Secretary Department of Health and Rehabilitative Services 1317 Winewood Boulevard Tallahassee, Florida 32399-0700

Dear Secretary Coler: '

Your department's request for waiver of the provisions Section 216.181(14)(a), Florida Statutes, is hereby the appropriation items listed below.

ī	t	em	No	

731

Aid to Local Governments G/A - EMS County Grants Emergency Med Svc TF

\$.3,120,5522

732

Aid to Local Governments G/A - EMS Matching Grants Emergency Med Svc TF

2,773,797

The waiver includes both the advancement and interest income provisions of this section.

Please contact my office if I may be of further assistance.

Sincerely,

GL:Mck

SEP "3 1988

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OCT-03 1988

FINANCIAL MANAGEMENT

OFFICE OF THE SECRETARY