

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>SEPTEMBER 23, 2014</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-104
3. Public Hearing – P.D.R.B. Recommendations		105-106
4. County Staff Business		
5. Board Business		
6. Katrina Saunders – Wewa Medical Center Quarterly Report		
7. Public Discussion		

F.S. 286.0105:

If a person decides to appeal any decision made by the board, agency or commission, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CONSENT AGENDA
SEPTEMBER 23, 2014

1.	Minutes – August 26, 2014 – Regular Meeting	1-11
2.	Agreement – Section 125 Flexible Benefit Plan (October 1, 2014 - September 30, 2015)	12-42
3.	Bid – South Gulf Fire Department (Bid #1314-27 * Sale Aluminum Boat, Boat Motor, & Trailer * No Bids Received -Request to Close Bid)	43-45
4.	Billing Schedule – Gulf County T.D.C. (Multiple Media Outlets * Sole- Source Media Costs for FY 2014-15 * Not to Exceed \$420,000.00)	46-47
	- Gulf County T.D.C. (No Luggage * Media and Production Costs for FY 2014-15 * Not to Exceed \$209,250.00)	48-49
5.	Contract – Florida Department of Health in Gulf County (FY 2014-15 Core Contract and Fee Schedule)	50-82
6.	Inventory – Emergency Management (Junk * #90-258 * Mobile Vehicle Transceiver * #90-275 * Dell Precision T7400 * #90- 276 * Dell Precision T7400 * #90-277 * Dell Precision T7400 * #90-278 * Dell Optiplex 360 Mini Tower * #90- 280 * Dell Precision T5500 * #90-325 * Vertex Mobile Radio)	83
	- Emergency Management (Transfer to T.D.C. * #90-294 * Winch and Winch Guard)	84
	- E-911 (Junk * #95-25 * Mini Server * #95-39 * Active Voice Recorder 16 Channel * #95-40 * Active Voice Recorder 5 Channel * #95-41 * Dispatch Recorder Computer)	85
	- Human Resources/Risk Management (Junk * #325-03 * 2005 Dell Laptop Computer * Serial Number 6DD3WB1 * #325-01 * 2001 Sauder Office Desk)	86
	- Maintenance (Junk * #25-178 * 7.5 HP Air Compressor * Serial Number 500 * #25-157 * Grasshopper Mower * Serial Number 500433 * #25-197 * Snapper Mower * Serial Number 2000567016)	87

	- Mosquito Control (Junk * #72-02 * Datamaster GPS System Computers and Printers * #72-03 * Datamaster GPS System Computers and Printers * #72-04 * Datamaster GPS Computers and Printers * Transfer to T.D.C. * 2006 Ford F-150 * Vin #1FTRX14W36NB32866 * Junk * #72-05 * Grizzly Standard Control Box * Serial Number 101427 * #72-06 * Grizzly Standard Control Box * Serial Number 101523 * #72-16 * Datamaster II Platinum Bundle * #72-17 * Grizzly Smartflow ULV Machine * #72-20 * Grizzly Console Used * #72-23 * Clarke Grizzly Base Unit * Serial Number 12788 P/N * #72-24 * Visionman CAD Workstation * #72-26 * Toshiba P60558950 Computer)	88-90
	- Public Works (Junk * #100-536 * Scag Mower * Serial Number 8100138 * #100-429 * R-12 Recovery Unit)	91
	- Public Works (Junk * #70-638 * 18 HP Briggs * #70-697 * Cannon Camera * Serial Number 166051 * #70-701 * Cannon Camera * Serial Number 1660517344 * #70-745 * Toshiba AV680 * Serial Number 12788 * #70-534 * Ford Tractor * Serial Number 355497M * #70-562 * New Holland * Serial Number 130225B * #70-532 * Pipe Threader * Serial Number 53852B97)	92-93
7.	Invoices – MRD Associates, Inc. – St. Joseph Peninsula Shorebird Monitoring Services (Invoice #1679 * \$2,900.00)	94
	- MRD Associates, Inc. – St. Joseph Peninsula Southern Beach Feasibility Investigation (Invoice #1680 * \$16,380.18)	95-96
	- Novak Law Group, PLLC – Professional Services (Invoice 2200-005 * \$2,380.00)	97-98
8.	Policy – Advisory Board Application and Appointment	99-102
9.	Request for Funds – Gulf County Sheriff’s Office (September, 2014 Beach Patrol * \$8,163.96)	103
	- Gulf County Sheriff’s Office (D.A.R.E. Books * \$278.30)	104

AUGUST 26, 2014
PORT ST. JOE, FLORIDA
REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Tynalin Smiley, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Deputy Grant Coordinator Kari Summers, Maintenance Superintendent Steve Mork, Mosquito Control Director Mark Cothran, County Planner David Richardson, Public Works Director Joe Danford, Sheriff Mike Harrison, and T.D.C. Executive Director Jennifer Jenkins.

Sheriff Harrison called the meeting to order at 8:57 a.m., E.T.

Chairman McDaniel opened the meeting with prayer and led the Pledge of Allegiance to the Flag.

CONSENT AGENDA / INFORMATION PACKET

Chairman McDaniel called for public comment regarding the Consent Agenda or the Information Packet. There being no public comment, Commissioner Yeager motioned to approve the Consent Agenda and Information Packet. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously, as follows:

1. Minutes – July 24, 2014 – Special Meeting
2. Agreement – Florida PACE Funding Agency (Funding and Financing of Qualifying Improvements)
3. Appointee – Gulf County Economic Development Coalition (Melissa Farrell)
4. Bid Award – Pay and Classification Study * Bid #1314-24 (Evergreen Solutions)
5. Grant – FL Department of Legal Affairs (Letter of Agreement * Crime Stoppers Trust Fund)

- Gulf County Public Libraries (State Aid to Libraries Agreement * Fiscal Year 2015)

- 6. Inventory – Gulf County Property Appraiser (Junk * #80-38 * Map File Cabinet * Junk * #80-93 * Lanier 7320 Copier * Serial Number CD712839)
- 7. Invoices – Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #12477 * \$11,289.27)

- Sonny’s BBQ (Invoice 012241 * \$461.66)

- UniFirst Corporation (Courthouse * Invoice #2710077250 * \$76.75 * Invoice #2710076753 * \$76.75 * Invoice #2710077772 * \$76.75 * Maintenance * Invoice #2710073744 * \$39.60 * Invoice #2710074255 * \$35.77 * Invoice #2710074750 * \$35.77 * Invoice #2710075240 * \$35.77 * Invoice #2710075745 * \$35.77 * Invoice #2710076254 * \$35.77 * Invoice #2710076752 * \$35.77 * Invoice #2710077249 * \$37.66 * Invoice #2710077771 * \$41.13 * Public Works * Invoice #2710073742 * \$43.05 * Invoice #2710073743 * \$52.61 * Invoice #2710074253 * \$37.49 * Invoice #2710074254 * \$48.17 * Invoice #2710074748 * \$37.49 * Invoice #2710074749 * \$48.17 * Invoice #2710075238 * \$37.49 * Invoice #2710075239 * \$48.17 * Invoice #2710075743 * \$37.49 * Invoice #2710075744 * \$48.17 * Invoice #2710076252 * \$37.49 * Invoice #2710076253 * \$44.34 * Invoice #2710076749 * \$10.00 * Invoice #2710076750 * \$37.49 * Invoice #2710076751 * \$48.17 * Invoice #2710077246 * \$10.00 * Invoice #2710077247 * \$40.18 * Invoice #2710077248 * \$50.71 * Invoice #2710077766 * \$10.00 * Invoice #2710077767 * \$37.37 * Invoice #2710077769 * \$44.30)

- 8. Report – S.H.I.P. (FY 2011-12 * FY 2012-13 * FY 2013-14)
- 9. Resolution – PACE Funding Agency (Financing Energy Conservation and Efficiency Improvements), as follows:

RESOLUTION NO.: 2014-21

A RESOLUTION OF THE COUNTY COMMISSION OF GULF COUNTY, FLORIDA, NECESSARY TO SERVE AND ACHIEVE THE COMPELLING STATE INTEREST OF FINANCING ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS;

AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE BOUNDARIES OF THE COUNTY; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes Counties, Municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy, and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to aspire to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to Gulf County (the "County") that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not that of the taxpayers of the County, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in Gulf County, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the County and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Gulf County; and

WHEREAS, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding - this additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time better protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any County financial back-up, is fundamentally designed to be the most market competitive program available in terms and rates, offers significant advantages over any other imitator program or individualized local approaches including, but not limited to, limited liability for local government subscribers to a platform uniform throughout Florida, can presently demonstrate the successful attraction of financial resources to begin funding immediately and to also fund growing demand, cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures, presents a higher quality and more competitive set of program attributes and review processes, and a greater ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the County presently does not want to commit and make available the legally available funds necessary to properly and effectively establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources of derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other County revenues; however, as an alternative or supplement to any other program or approach

chosen by the County, the County can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and the local economy in Gulf County; and

WHEREAS, the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the availability of the Agency's Program within Gulf County in the manner authorized herein by law; and

WHEREAS, this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COMMISSION OF GULF COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT. The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The County Chairman and or County Administrator are hereby authorized and directed to execute the Subscription Agreement on behalf of the County. The County hereby delegates to the County Administrator, or his or her designee, the discretion and authority to allow the Agency to use and display the County logo or seal for communicative purposes associated with the Program. The County Administrator or the County Administrator's designee, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, Gulf County is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the County pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the

Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the County, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 26th day of August, 2014.

(End)

10. Request for Funds – Gulf County Sheriff’s Office (August, 2014 Beach Patrol
* \$7,056.33)

- Gulf County Sheriff’s Office (Anti-Drug & Crime Prevention Literature *
\$2,221.47)

- Gulf County Sheriff’s Office (Books * \$254.93)

- Gulf County Sheriff’s Office (2007 F150 Ford Super Crew Cab Truck *
\$16,300.00)

- Gulf County T.D.C. (Sponsorships Approval * Outside of the Grant Cycle)

(End)

FIRST PUBLIC HEARING – FIVE CENT GAS TAX ORDINANCE

Pursuant to advertisement to hold a public hearing to consider adoption of an ordinance relating to a five (5) cent gas tax, County Attorney Novak read the proposed ordinance by title. Chairman McDaniel called for public comment. Tom Semmes, of Wewahitchka appeared before the Board to discuss his concerns regarding this proposed ordinance and requested the Board not pass this proposed ordinance. Barbara Radcliff, of Port St. Joe appeared before the Board to discuss her concerns regarding raising the gas tax and raising the millage rate. Commissioner Yeager discuss the need to find alternative sources of revenue to help the property taxpayer. He reported that Bay County has the same gas tax as Gulf County, but they are closer to the distribution. After discussion Commissioner Yeager, Patricia Hardman, of Port St. Joe appeared before the Board to state she agrees with Commissioner Yeager in the need to help the property owner and discussed the spending mandates on the proposed gas tax. Tom Semmes, of

Wewahitchka appeared before the Board to discuss his concerns regarding County spending (County travel, raise to the Chief Administrator, County employees not receiving a raise, and Wewahitchka Courthouse). Chairman McDaniel called for public comment. There being no further public comment, Commissioner Bryan motioned to not move forward with the proposed five (5) cent gas tax ordinance. Commissioner McLemore seconded the motion for discussion. After discussion by members of the Board, Chairman McDaniel called for public comment. There being no further public comment, County Attorney Novak recommended that the Board continue with the second public hearing regarding this proposed ordinance. After discussion, Commissioner McLemore withdrew his second. The motion failed for a lack of a second. County Attorney Novak reported that the second public hearing regarding the proposed five (5) cent gas tax ordinance will be held on September 9, 2014 at 9:00 a.m., E.T.

FIRST PUBLIC HEARING – 1% TOURIST DEVELOPMENT TAX ORDINANCE

Pursuant to advertisement to hold a public hearing to consider adoption of an ordinance relating to a 1% tourist development tax, County Attorney Novak read the proposed ordinance by title. Chairman McDaniel called for public comment. Patricia Hardman, of Port St. Joe appeared before the Board to state that she supports this proposed ordinance, and discussed using the funds on recreation that are already established. Commissioner Yeager stated that these proposed funds will be intended for Parks and Recreation and the seventy (70) acres for the proposed sports complex.

CONTRACT – LIVE SCAN SYSTEM

<Commissioner Smiley left the meeting at 9:49 a.m., E.T.> Upon discussion by Deputy Administrator Lanier, Commissioner Yeager motioned to extend the Maintenance and Support Agreement for one (1) year with Morphotrak, LLC regarding the live scan system for the jail detention facility. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

ECONOMIC DEVELOPMENT COUNCIL

T.D.C. Director Jenkins appeared before the Board to provide an update regarding E.D.C.; reporting that a second meeting was held last week. She also reported that the E.D.C. meetings will be held on the third (3rd) Wednesday of the month at 9:00 a.m., E.T. in the BOCC Board Room. After discussion by Chairman McDaniel, Commissioner McLemore motioned to allow E.D.C. to hold their meetings in the Robert M. Moore Administration Building Board Room. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

AGREEMENT – SMALL COUNTY CONSOLIDATED GRANT / D.E.P.

Upon discussion by Public Works Director Danford, Commissioner Yeager motioned to allow the Chairman to sign Amendment #2 to the Small County Consolidated Grant Agreement with the Florida Department of Environmental Protection (D.E.P.). Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

AGREEMENT – LAYDOWN YARD / GULF COAST ELECTRIC COOP

Public Works Director Danford discussed the agreement with Gulf Coast Electric Cooperative regarding use of the County's laydown yard; reporting that the Coop is bringing someone in to chip their debris. He requested approval from the Board to contact the person chipping the Coop's debris to see if they would chip the County's debris as well. After discussion by Chairman McDaniel, Commissioner Yeager motioned to allow Public Works Director Danford work with County Attorney Novak regarding this matter. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0). County Attorney Novak reported that this service is at no cost to the County and the County will give them permission to be on the site exclusively for the chipping of the debris.

REPORT – FLOODPLAIN MANAGEMENT

Following discussion by Planner Richardson, Commissioner McLemore motioned to approve the 2014 Floodplain Management Progress Report. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0). Planner Richardson reported that this report will be submitted to The Star and available to the public for review.

AW FORM – COMMUNITY RATING SYSTEM

Upon request by Planner Richardson, Commissioner McLemore motioned to allow the Chairman to sign the AW Form (for the CRS), due by October 1, 2014. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

LETTER – FLOOD PREVENTION & REPETITIVE LOSS PROPERTIES

Planner Richardson discussed the Flood Prevention and Repetitive Loss Properties Letter that will be mailed out to residents residing in a flood zone.

MEMORANDUM OF UNDERSTANDING – APALACHICOLA & CHIPOLA

Following discussion by Planner Richardson, Commissioner Yeager motioned to allow the Chairman to sign the Apalachicola River Watersheds Discovery Memorandum of Understanding and the Chipola Watershed Discovery Memorandum of Understanding, contingent upon the County Attorney's review. After discussion by Commissioner Yeager, Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

POLICY – TITLE VI / NONDISCRIMINATION

Following discussion by Deputy Grant Coordinator Summers, Commissioner McLemore motioned to adopt a Title VI / Nondiscrimination Policy required for the LAP Grants. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

AGREEMENT/RESOLUTION – LANGSTON DRIVE SIDEWALK PROJECT

Following discussion by Deputy Grant Coordinator Summers, Commissioner McLemore motioned to approve the Local Agency Program (LAP) Agreement with F.D.O.T. for the David B. Langston Drive Sidewalk Project and resolution. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0), as follows:

RESOLUTION 2014-22

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Local Agency Program has been established in conjunction with Section 334.044(7), Section 339.05, and Section 339.12, Florida Statutes, to assist small county governments in resurfacing or reconstruction of County roads or in construction of capacity or safety improvements on county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044(7), Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that they will meet the requirements of said Section 339.05 and Section 339.12, Florida Statutes; and

WHEREAS, F.D.O.T. is willing to provide Gulf County with federal financial assistance under Financial Management Number 435344-1-38-01 for costs directly related to the **design of David B. Langston Drive sidewalk**, hereinafter referred to as the “**PROJECT**”; and

NOW, THEREFORE, BE IT RESOLVED, by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement with F.D.O.T. for this project, and that the Chairman, Chief Administrator or County Deputy Grant Coordinator is hereby authorized to execute all necessary documents pertaining to administration of this grant.

This Resolution **ADOPTED** this 26th day of August, 2014.

(End)

LOAN – THE PORT AUTHORITY

County Attorney Novak reported that The Port Authority has signed the legal documents regarding the loan agreement and it has been recorded in the Official Records.

MEETING – HCP / STEERING COMMITTEE

County Attorney Novak reported that the Habitat Conservation Plan Consultant has issued an invitation to the recommended Steering Committee and the first meeting will be held in September at the E.O.C. Building.

RESTORE ACT

County Attorney Novak stated that Commissioner Yeager will provide an update regarding the Restore Act later on in the meeting.

MEETING – SACRED HEART HOSPITAL

County Attorney Novak discussed a meeting with Sacred Heart Hospital regarding the ½ Cent Sales Tax; reporting that the Health Trust Board for the County will call a special meeting on Thursday. He stated that he will attend this meeting on behalf of the County to discuss the Memorandum of Understanding and the County's commitment of the ½ Cent Sales Tax. County Attorney Novak also stated that he would bring back a recommendation to the Board for review.

GRANT – LIP PRIMARY CARE

County Attorney Novak discussed an email in the Information Packet (pages 2-6, Item B) received from AHCA regarding a LIP Primary Care Award; reporting that this is a matching grant, requesting \$268,000.00. Commissioner Yeager discussed staying on path in collecting the ½ Cent Sales Tax Surplus for ambulance services. After discussion by County Attorney Novak, Commissioner Yeager motioned to allow the County Attorney to submit a response to AHCA that the funds are not available for the match this year. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

LAWSUIT/COMMISSION ON ETHICS – ELLIS VARIANCE AT BEACON HILL

County Attorney Novak reported that the complaint filed with the Florida Commission on Ethics against the County pertaining to the vote on the variance request at Beacon Hill was dismissed effective July 30, 2014. He also reported that the lawsuit regarding the variance adjacent to the Beacon Hill Park is set for a Hearing in October. He discussed the additional Motions that have been filed in this case.

BALL FIELD – BEACON HILL PARK

Upon inquiry by Commissioner McLemore, Commissioner Bryan stated she did receive an email regarding the ball field at Beacon Hill Park but has responded. She stated the project is expected to be completed by the 15th.

CALENDAR – FLORIDA ASSOCIATION OF COUNTIES

Commissioner Yeager discussed the calendar that is created every year by the Florida Association of Counties; reporting that they are requesting photos of sunsets and sunrises to be placed in the upcoming calendar. Upon inquiry by Commissioner Yeager, Deputy Administrator Lanier stated that this information will be placed on the County's website.

RESTORE ACT

Commissioner Yeager reported that the U.S. Treasury has the rules out regarding the Restore Act. He also reported that the response time is thirty (30) days. Commissioner Yeager discussed some of the rules that were approved and adopted. County Attorney Novak discussed the process of the U.S. Treasury and the comments that were placed in the Rule. He reported that the Rule is scheduled to be adopted on October 15, 2014. After discussion, Commissioner Yeager stated that information is available online at www.treasury.gov for the public to review.

VOLUNTEERS – FIRE DEPARTMENTS

Upon discussion and inquiry by Commissioner Bryan, Deputy Administrator Lanier discussed placing information on the County’s website regarding applying as a volunteer fire fighter for the County.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Yeager, and unanimous 4-0 vote, the meeting did then adjourn at 10:28 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	GULF COUNTY BOARD OF COUNTY COMMISSIONERS
Address:	1000 CECIL G COSTIN SR BLVD PORT SAINT JOE, FL 32456
Employer Identification Number:	59-6000627
Nature of Business:	MUNICIPALITY
Name of Plan:	GULF COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFIT PLAN
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	February 13, 1990
If Amendment to existing plan, effective date of amendment:	October 1, 2014

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service: First day of the month following 30 days of service.

Minimum Hours: All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

Age: Minimum age of 0 years.

D. PLAN YEAR

The current plan year will begin on October 1, 2014 and end on September 30, 2015. Each subsequent plan year will begin on October 1 and end on September 30.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:09

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials. If an employee opts out of coverage he/she may receive \$200.00 per month as taxable cash.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

75% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company Accident Only Plan and
Hospital Indemnity
Public Risk Management of Florida/Florida Blue**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company LTD and STD

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-10 and Subsequent
Policies**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Florida Combined Life Dental
Humana Comp Benefits Vision**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Standard Life

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ N/A per Plan Year

Maximum Contribution - \$ N/A per Plan Year

Recordkeeper: N/A

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ N/A per Plan Year

Maximum Coverage - \$ N/A per Plan Year

Recordkeeper:

Restrictions:

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan N/A elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan N/A elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) N/A elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan N/A elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Florida. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of Employer)

Witness: _____ By: _____

Title: _____ Title: _____

APPENDIX A

Related Employers that have adopted this Plan

- Name(s):**
- GULF COUNTY SHERIFF'S OFFICE**
- GULF COUNTY PROPERTY APPRAISERS**
- GULF COUNTY SUPERVISOR OF ELECTIONS**
- GULF COUNTY TAX COLLECTORS OFFICE**
- GULF COUNTY CLERK OF COURTS**

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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- | | | |
|-------|----------------------|---|
| 2.01 | Administrator | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable). |
| 2.02 | Beneficiary | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death. |
| 2.02A | Carryover | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5). |
| 2.03 | Code | Internal Revenue Code of 1986, as amended. |
| 2.04 | Dependent | Any of the following:
(a) <u>Tax Dependent</u> : A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective Contribution	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent.

Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
 - (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
 - (c) The date of termination of the Plan; or
 - (d) The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV
CONTRIBUTIONS

- 4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that

the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

- (h) Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.
- 8.03 TERMS, CONDITIONS, AND LIMITATIONS:
- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
 - (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
 - (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
 - (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the

Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.
- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount

by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

(k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

(a) (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

- (i.) Drugs or medicines that require a prescription;
- (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription;
- and
- (iii.) Insulin.

(b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

(c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and

(b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer’s major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper’s identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee’s wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

- (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
- (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

(d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused

Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- (a) **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - (b) **Maximum Benefit.** The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
 - (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
 - (d) **Claim Procedure.** In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- (a) "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- (b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- (c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying

child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
 - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 0514

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

FIRE COORDINATOR

Brad Price

1000 CECIL G. COSTIN SR. BLVD., ROOM 310 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

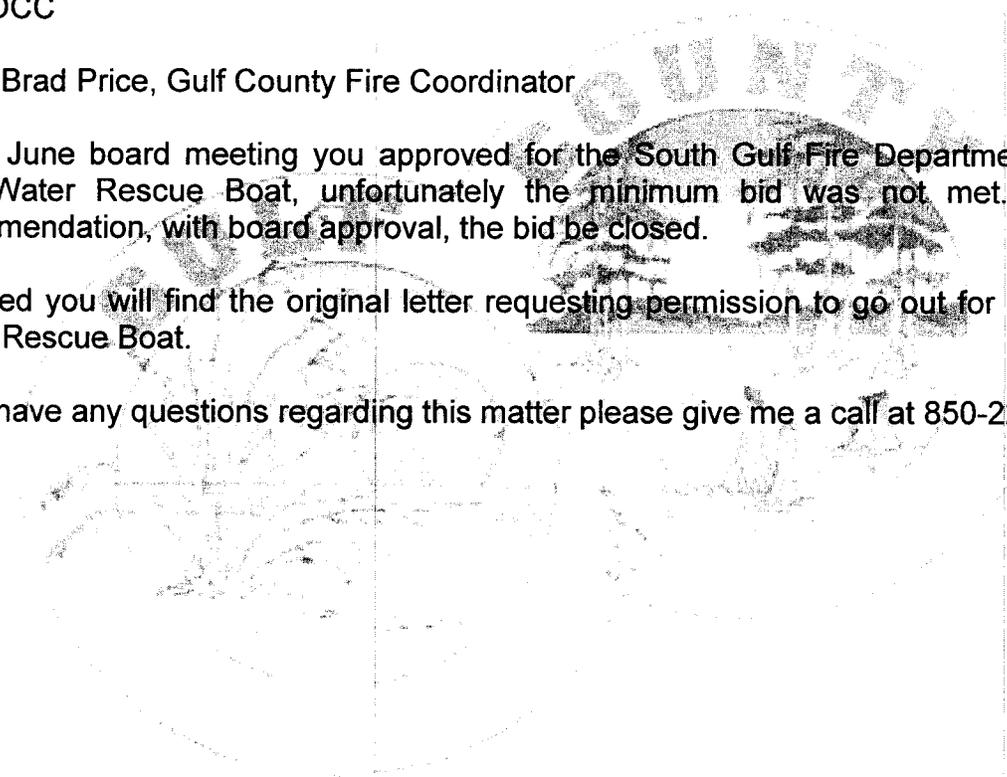
To: BOCC

From: Brad Price, Gulf County Fire Coordinator

In the June board meeting you approved for the South Gulf Fire Department to sale their Water Rescue Boat, unfortunately the minimum bid was not met. It is my recommendation, with board approval, the bid be closed.

Attached you will find the original letter requesting permission to go out for bid on the Water Rescue Boat.

If you have any questions regarding this matter please give me a call at 850-227-8353.



FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:08

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

43
9/23/14 LL

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
FIRE COORDINATOR

Brad Price

1000 CECIL G. COSTIN SR. BLVD., ROOM 310, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

To: BOCC

From: Brad Price, Gulf County Fire Coordinator

It is my recommendation to the BOCC that the South Gulf Volunteer Fire Department sale the rescue boat and use the money to purchase a jet ski for water rescue. The boat was donated to the fire department by a private citizen for water rescue but the boat is too small for the bay and gulf and is not safe for water rescue. The selling price will be ten thousand dollars. The amount needed to purchase a new Jet Ski. If approved I will also be requesting for permission to go out for bid on the purchase of a Jet Ski.

295-98 40hp Evinrude Serial # evinr05240512

295-97 14' Aluminum Metal Shark Boat metal GAJ16002A010

295- 99 16' Boat Trailer mcclah002639

2014 JUN - 1 11:20
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

BCC APPROVED
DATE 6/10/14 D.C. [Signature]

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

BID TABULATION SHEET

BID #1314-27

PROJECT: Sale Aluminum Boat, Boat Motor & Trailer S.G.F.D.

COMPANY NAME	BASE BID	ALTERNATE #1	ALTERNATE #2
No Bids Were Received			


 Clerk (Required) 8/11/14 Date


 BCC Representative 8/11/14 Date



FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:10

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JENNIFER JENKINS, EXECUTIVE DIRECTOR 
DATE: SEPTEMBER 17, 2014
TOPIC: GCTDC MEDIA BILLING SCHEDULE FISCAL 2014-2015

By this memorandum, I am requesting the Board approve the attached monthly billing schedule for sole-source paid, owned, earned and shared media for fiscal 2014 -2015 at a total cost not to exceed \$420,000.

Please note: this schedule has been developed at the start of the year and the individual monthly cost per sole-source medium may vary monthly due to such factors as market demand, media program performance, trending, acts of nature, etc., however, the total cost per line item, as noted on the attachment will not be exceeded.

CONSENT
DATE 9/23/14 LL

2014 - 2015 Advertising Breakdown

GCCTDC Paid Net Media Billing Schedule
Fiscal Year 10/1/2014 - 9/30/2015

PAID Media and Production	FALL			WINTER			SPRING			SUMMER			Total
	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	
SEM	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 89,500.00
Digital Adv/Niche	\$ 7,500.00	\$ -	\$ -	\$ 2,250.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 77,000.00
Google Display/Posts	\$ 2,500.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 17,500.00
Facebook	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 25,500.00
Radio	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Print	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
TV	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
Production (billed through)	\$ -	\$ -	\$ 15,500.00	\$ 27,000.00	\$ 33,000.00	\$ 28,000.00	\$ 17,500.00	\$ 10,000.00	\$ 6,500.00	\$ 7,750.00	\$ 28,500.00	\$ 58,500.00	\$ 275,000.00
Total	\$ 30,500.00	\$ 20,000.00	\$ 15,500.00	\$ 27,000.00	\$ 33,000.00	\$ 28,000.00	\$ 17,500.00	\$ 10,000.00	\$ 6,500.00	\$ 7,750.00	\$ 28,500.00	\$ 58,500.00	\$ 275,000.00

PAID Media and Production	FALL			WINTER			SPRING			SUMMER			Total
	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	
Owned Projects	\$ 30,500.00	\$ 20,000.00	\$ 15,500.00	\$ 27,000.00	\$ 33,000.00	\$ 28,000.00	\$ 17,500.00	\$ 10,000.00	\$ 6,500.00	\$ 7,750.00	\$ 28,500.00	\$ 58,500.00	\$ 275,000.00
Earned Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Projects	\$ 48,500.00	\$ 25,000.00	\$ 27,500.00	\$ 42,000.00	\$ 35,000.00	\$ 35,500.00	\$ 47,000.00	\$ 20,000.00	\$ 8,500.00	\$ 22,000.00	\$ 33,000.00	\$ 76,000.00	\$ 420,000.00
Total	\$ 79,000.00	\$ 45,000.00	\$ 43,000.00	\$ 69,000.00	\$ 68,000.00	\$ 63,500.00	\$ 64,500.00	\$ 30,000.00	\$ 15,000.00	\$ 29,750.00	\$ 61,500.00	\$ 134,500.00	\$ 700,000.00

	Budget	Percent
Paid Media	\$ 275,000.00	65.48%
Owned	\$ 45,000.00	8.33%
Earned Media	\$ 60,000.00	14.25%
Shared	\$ 20,000.00	11.94%
Total	\$ 420,000.00	100.00%



FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:09

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JENNIFER JENKINS, EXECUTIVE DIRECTOR 
DATE: SEPTEMBER 17, 2014
TOPIC: NO LUGGAGE BILLING SCHEDULE FISCAL 2014-2015

By this memorandum, I am requesting that the Board approve the attached monthly billing schedule with NO LUGGAGE for fiscal 2014 - 2015 at a total cost not to exceed \$209,250.00. The billing schedule reflects funds budgeted for fiscal 2014 – 2015 and includes their services for paid, owned, earned and shared media and sole-source production costs associated with GCTDC promotions. Production costs will be billed through at net; no upcharge will be allowed.

CONSENT
DATE 9/23/14 

Gulf County TDC
 no luggage billing schedule
 Fiscal Year 10/1/2014 - 9/30/2015 - 12 MONTHS OF SUPPORT

	FALL			WINTER			SPRING			SUMMER			Total
	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	
Paid Projects	\$ 5,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 76,000.00
Earned Project	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 6,000.00	\$ 91,000.00
Shared Project	\$ 5,000.00	\$ 3,000.00	\$ 3,500.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,750.00	\$ 5,000.00	\$ 3,000.00	\$ -	\$ 42,250.00
Total	\$ 20,000.00	\$ 16,000.00	\$ 23,500.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00	\$ 23,750.00	\$ 25,000.00	\$ 8,000.00	\$ 6,000.00	\$ 209,250.00

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott 50
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

September 15, 2014

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2: 10

Mr. Don Butler
Gulf County Administrator
Gulf County Courthouse
1000 Cecil Costin, Sr. Boulevard
Port St. Joe, FL 32456

Re: FY 14-15 Core Contract and Fee Schedule for Florida Department of Health in Gulf County

Dear Mr. Butler;

Enclosed are 6 originals of the Florida Department of Health in Gulf County's Core Contract with the Gulf County Board of County Commissioners and the Fee Schedule for the FY 14-15.

Upon approval by the Board please have Ward McDaniel, Chairman of the Board and Rebecca Norris, Clerk of Courts, sign all 6 copies on page 9.

Once all are signed you will retain a copy for your records. Contact Polly Romiti at (850) 227-1276, ext. 199 and she will pick up the other 5 signed originals. Once the contract is approved by the Department of Health we will provide you with an original signed by all parties.

Sincerely,

Marsha Lindeman, Administrator
Florida Department of Health in Gulf County

Enclosures

Florida Department of Health

In GULF COUNTY
2475 Garrison Ave., Port St. Joe, FL 32456, Phone: 850-227-1276, Fax: 850-227-1794
807 Highway 22, Wewahitchka, FL 32465, Phone: 850-639-2644, Fax: 850-639-2357

www.FloridasHealth.com

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh

50

UNSEN
DATE 9/23/14 LC

**CONTRACT BETWEEN
GULF COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE GULF COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2014-2015**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Gulf County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2014.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Gulf County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2014, through September 30, 2015, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,412,405 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 25,078 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Gulf County
2475 Garrison Avenue
Port St. Joe, FL 32345

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore,

and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Gulf County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. 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 until 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 capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD 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 I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2015 for the report period October 1, 2014 through December 31, 2014;
- ii. June 1, 2015 for the report period October 1, 2014 through March 31, 2015;
- iii. September 1, 2015 for the report period October 1, 2014 through June 30, 2015; and
- iv. December 1, 2015 for the report period October 1, 2014 through September 30, 2015.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement 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 this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2015, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

For the County:

Marsha Lindeman
Name

Rebecca Norris
Name

Gulf CHD Administrator
Title

Clerk of Courts
Title

2745 Garrison Avenue

1000 Cecil G. Costin Sr. Blvd

Port St. Joe, FL 32456
Address

Port St. Joe, FL 32456
Address

(850) 227-1276
Telephone

(850) 229-6113
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 20 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2014.

**BOARD OF COUNTY COMMISSIONERS
FOR GULF COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Ward McDaniel

TITLE: Chairman

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Rebecca Norris

TITLE: Clerk of Courts

DATE: _____

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: _____

SIGNED BY: _____

NAME: Marsha Lindeman

TITLE: CHD Director/Administrator

DATE: _____

ATTACHMENT I

GULF COUNTY HEALTH DEPARTMENT

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 Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department 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	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, <i>et seq.</i> , 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

- levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
- Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

GULF COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/14	126,512	211,485	337,997
2. Drawdown for Contract Year October 1, 2014 to September 30, 2015	73,480	122,833	196,313
3. Special Capital Project use for Contract Year October 1, 2014 to September 30, 2015	53,032	88,652	141,684
4. Balance Reserved for Contingency Fund October 1, 2014 to September 30, 2015			

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

GULF COUNTY HEALTH DEPARTMENT

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Part II. Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 CHD - TB COMMUNITY PROGRAM	6,321	0	6,321	0	6,321
015040 DENTAL SPECIAL INITIATIVE PROJECTS	7,075	0	7,075	0	7,075
015040 FAMILY PLANNING GENERAL REVENUE	23,615	0	23,615	0	23,615
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	69,040	0	69,040	0	69,040
015050 CHD GENERAL REVENUE NON-CATEGORICAL	520,375	0	520,375	0	520,375
GENERAL REVENUE TOTAL	739,386	0	739,386	0	739,386
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,615	0	1,615	0	1,615
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	122,672	0	122,672	0	122,672
NON GENERAL REVENUE TOTAL	124,287	0	124,287	0	124,287
3. FEDERAL FUNDS - STATE					
007000 ABSTINENCE EDUCATION GRANT PROGRAM	55,381	0	55,381	0	55,381
007000 COASTAL BEACH WATER QUALITY MONITORING	9,667	0	9,667	0	9,667
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	23,688	0	23,688	0	23,688
007000 FAMILY PLANNING TITLE X - GRANT	41,572	0	41,572	0	41,572
007000 IMMUNIZATION ACTION PLAN	2,028	0	2,028	0	2,028
007000 INJURY SURVEILLANCE & PREVENTION GRANT	15,000	0	15,000	0	15,000
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	11,125	0	11,125	0	11,125
007000 PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC	71,630	0	71,630	0	71,630
007000 TEENAGE PREGNANCY PREVENTION REPLICATION	85,641	0	85,641	0	85,641
015075 SUPPLEMENTAL SCHOOL HEALTH	233,000	0	233,000	0	233,000
FEDERAL FUNDS TOTAL	548,732	0	548,732	0	548,732
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	842	0	842	0	842
001020 CHD STATEWIDE ENVIRONMENTAL FEES	13,709	0	13,709	0	13,709
001092 CHD STATEWIDE ENVIRONMENTAL FEES	18,700	0	18,700	0	18,700
001093 CHD STATEWIDE ENVIRONMENTAL FEES	300	0	300	0	300
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	1,125	0	1,125	0	1,125
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	206	0	206	0	206
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	405	0	405	0	405
001206 DRINKING WATER PROGRAM OPERATIONS	125	0	125	0	125
001206 REGULATION OF BODY PIERCING SALONS	9	0	9	0	9
001206 TANNING FACILITIES	14	0	14	0	14
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	26	0	26	0	26
001206 MOBILE HOME & RV PARK FEES	90	0	90	0	90
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	35,551	0	35,551	0	35,551
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0

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ATTACHMENT II

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GULF COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	-43,665	0	-43,665	0	-43,665
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001058 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	1,700	1,700	0	1,700
001059 LOW INCOME POOL FQHC ALLOCATION	0	47,289	47,289	0	47,289
001059 LOW INCOME POOL AHCA PRIMARY CARE	0	150,000	150,000	0	150,000
001078 CHD CLINIC FEES	0	400	400	0	400
001082 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	2,000	2,000	0	2,000
001083 CHD CLINIC FEES	0	3,100	3,100	0	3,100
001083 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	25,000	25,000	0	25,000
001147 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	17,952	17,952	0	17,952
001180 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	171,400	171,400	0	171,400
MEDICAID TOTAL	0	418,841	418,841	0	418,841
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	15,582	15,582
PHARMACY DRUG PROGRAM	0	0	0	36,362	36,362
STD	0	0	0	0	0
WIC PROGRAM	0	0	0	209,602	209,602
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	4,092	4,092
IMMUNIZATIONS	0	0	0	62,000	62,000
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	327,638	327,638
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008034 CHD LOCAL REVENUE & EXPENDITURES	0	25,078	25,078	0	25,078
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	25,078	25,078	0	25,078
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	3,800	3,800	0	3,800
001077 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	344,131	344,131	0	344,131
001094 CHD STATEWIDE ENVIRONMENTAL FEES	0	18,365	18,365	0	18,365
001114 VITAL STATISTICS CERTIFIED RECORDS	0	4,100	4,100	0	4,100
001115 VITAL STATISTICS CERTIFIED RECORDS	0	4,500	4,500	0	4,500
001117 VITAL STATISTICS CERTIFIED RECORDS	0	315	315	0	315
FEES AUTHORIZED BY COUNTY TOTAL	0	375,211	375,211	0	375,211
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	500	500	0	500
001029 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	246,631	246,631	0	246,631
001053 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	178,680	178,680	0	178,680

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ATTACHMENT II

GULF COUNTY HEALTH DEPARTMENT

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Part II. Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001090 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	2,400	2,400	0	2,400
001190 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	213,074	213,074	0	213,074
005041 CHD LOCAL REVENUE & EXPENDITURES	0	3,000	3,000	0	3,000
007010 FQHC OUTREACH AND ENROLLMENT ASSISTANCE	0	30,066	30,066	0	30,066
007010 HEALTH CENTER CLUSTER GRANT - DIRECT TO CHD	0	183,902	183,902	0	183,902
007010 HEALTH CENTER CLUSTER GRANT - DIRECT TO CHD	0	517,977	517,977	0	517,977
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	40,000	40,000	0	40,000
010304 PETROLEUM STORAGE TANK CONTRACT	0	9,240	9,240	0	9,240
010304 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	59,472	59,472	0	59,472
011000 SACRED HEART GULF CHD ER DIVERSION PROGRAM	0	137,954	137,954	0	137,954
012021 CHD GENERAL REVENUE NON-CATEGORICAL	0	30	30	0	30
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-94,623	-94,623	0	-94,623
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	1,528,303	1,528,303	0	1,528,303
 12. ALLOCABLE REVENUE - COUNTY					
	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
 13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	5,500	5,500
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	5,500	5,500
 GRAND TOTAL CHD PROGRAM	1,404,291	2,347,433	3,751,724	333,138	4,084,862

GULF COUNTY HEALTH DEPARTMENT

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Part III: Planned Staffing, Clients, Services and Expenditures By Program/Service Area Within Each Level of Service

October 1, 2014 to September 30, 2015

Quarterly Expenditures Plan

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditures Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.78	1,450	1,700	9,162	13,744	9,162	13,743	25,500	20,311	45,811
SEXUALLY TRANS. DIS. (102)	0.64	120	150	14,674	12,574	14,674	14,667	40,243	16,346	56,589
HIV/AIDS PREVENTION (03A1)	0.08	89	112	1,281	1,098	1,281	1,280	3,050	1,890	4,940
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.02	2	20	316	271	316	316	711	508	1,219
TUBERCULOSIS (104)	0.13	10	80	2,306	1,976	2,306	2,304	5,851	3,041	8,892
COMM. DIS. SURV. (106)	0.16	0	0	2,590	2,220	2,590	2,589	9,989	0	9,989
HEPATITIS (109)	0.00	46	75	4	4	4	5	11	6	17
PREPAREDNESS AND RESPONSE (116)	1.23	0	0	22,816	19,552	22,816	22,808	87,992	0	87,992
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.32	748	1,119	3,761	3,223	3,761	3,759	5,589	8,915	14,504
COMMUNICABLE DISEASE SUBTOTAL	3.36	2,465	3,256	56,910	54,662	56,910	61,471	178,936	51,017	229,953
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	0.00	0	0	4,207	3,605	4,207	4,204	12,336	3,887	16,223
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	1.22	0	1	28,642	24,544	28,642	28,630	110,458	0	110,458
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.83	461	957	35,467	53,201	35,467	53,200	74,914	102,421	177,335
IMPROVED PREGNANCY OUTCOME (225)	0.42	43	49	5,204	4,459	5,204	5,202	9,517	10,552	20,069
HEALTHY START PRENATAL (227)	0.00	0	0	43	36	43	42	164	0	164
COMPREHENSIVE CHILD HEALTH (229)	3.76	788	1,525	62,508	53,565	62,508	62,485	43,655	197,411	241,066
HEALTHY START CHILD (231)	0.02	2	18	282	242	282	283	1,089	0	1,089
SCHOOL HEALTH (234)	11.61	0	64,174	165,280	141,632	165,280	165,215	597,407	40,000	637,407
COMPREHENSIVE ADULT HEALTH (237)	19.65	2,940	8,458	371,270	318,149	371,270	371,126	292,019	1,139,796	1,431,815
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	51	44	51	51	197	0	197
DENTAL HEALTH (240)	9.05	1,553	3,600	192,721	165,147	192,721	192,645	25,179	718,055	743,234
PRIMARY CARE SUBTOTAL	48.56	5,787	78,782	865,675	764,624	865,675	883,083	1,166,935	2,212,122	3,379,057
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.09	115	115	1,075	1,075	5,374	5,373	10,131	2,766	12,897
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	26	78	1,857	1,592	1,857	1,857	1,730	5,433	7,163
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	49	42	49	48	148	40	188
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.36	74	97	10,066	8,626	10,066	10,061	18,950	19,869	38,819
Group Total	0.52	215	290	13,047	11,335	17,346	17,339	30,959	28,108	59,067
Facility Programs										

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GULF COUNTY HEALTH DEPARTMENT

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Part III. Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2014 to September 30, 2015

	Quarterly Expenditure Plan								State	County	Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th				
TATTOO FACILITY SERVICES (344)	0.00	0	0	75	64	75	74	230	58	288	
FOOD HYGIENE (348)	0.02	5	20	590	505	590	589	1,613	661	2,274	
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	114	98	114	114	297	143	440	
GROUP CARE FACILITY (351)	0.01	6	9	225	193	225	225	686	182	868	
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0	
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0	
MOBILE HOME AND PARK (354)	0.02	6	12	0	2,462	0	500	2,337	625	2,962	
POOLS/BATHING PLACES (360)	0.07	32	65	0	0	3,695	3,696	4,156	3,235	7,391	
BIOMEDICAL WASTE SERVICES (364)	0.01	8	8	0	0	0	867	810	57	867	
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	387	305	82	387	
Group Total	0.13	57	114	1,004	3,322	4,699	6,452	10,434	5,043	15,477	
Groundwater Contamination											
STORAGE TANK COMPLIANCE SERVICES (355)	0.38	41	62	10,911	9,350	10,911	10,907	0	42,079	42,079	
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0	
Group Total	0.38	41	62	10,911	9,350	10,911	10,907	0	42,079	42,079	
Community Hygiene											
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0	
INJURY PREVENTION (346)	0.00	0	0	3,890	3,333	3,890	3,887	15,000	0	15,000	
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0	
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0	
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0	
SANITARY NUISANCE (365)	0.06	13	32	0	0	3,318	3,315	0	6,633	6,633	
RABIES SURVEILLANCE (366)	0.02	2	8	629	539	629	629	0	2,426	2,426	
ARBORVIRUS SURVEIL. (367)	0.00	0	0	8	7	8	9	27	5	32	
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0	
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0	
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0	
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0	
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0	
Group Total	0.08	15	40	4,527	3,879	7,845	7,840	15,027	9,064	24,091	
ENVIRONMENTAL HEALTH SUBTOTAL	1.11	328	506	29,489	27,886	40,801	42,538	56,420	84,294	140,714	
D. NON-OPERATIONAL COSTS:											
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0	
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	519	444	519	518	2,000	0	2,000	
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0	
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	519	444	519	518	2,000	0	2,000	
TOTAL CONTRACT	53.03	8,580	82,544	952,593	847,616	963,905	987,610	1,404,291	2,347,433	3,751,724	

ATTACHMENT III

GULF COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

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 provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 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 contracts, 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
GULF COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Gulf County Health Department	2475 Garrison Avenue Port St. Joe, FL 32456	Gulf County
Gulf County Health Department	807 West Highway 22 Wewahitchka, FL 32465	Gulf County

**ATTACHMENT V
GULF COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2013-2014*	\$ _____	\$ _____	\$ _____ -
2014-2015**	\$ _____	\$ _____	\$ _____ -
2015-2016***	\$ _____	\$ _____	\$ _____ -
2016-2017***	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ -	\$ _____ -

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (*initial expenditure of funds*): _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ -

COST PER SQ FOOT: \$ _____ #DIV/0!

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

*Cash balance as of 9/30/14.

**Cash to be transferred to FCO account.

***Cash anticipated for future contract years.

DIAGNOSTIC SCREENINGS	CPT CODE	FEE
Colposcopy Lab.....		** Current Laboratory Cost to CHD
Drawing fee only.....	36415 \$	10.00 Plus Nursing protocol or Office Visit
EKG.....	93000 \$	40.00 Plus Office Visit-EKG order by our Physician
Flu Test, Quik Vue.....	87804 \$	31.06 Plus Nursing protocol or Office Visit
Gyn Probe (up to age 26).....	87491 \$	10.00 Plus Nursing protocol or Office Visit
Gyn Probe (age 27 and above).....	87591 \$	18.00 Plus Nursing protocol or Office Visit
Glucose Capillary (finger stick).....	82962 \$	5.00 Plus Nursing protocol or Office Visit
Hemoccult Slides (per slide).....	82270 \$	16.29 Plus Nursing protocol or Office Visit
Hemoglobin (in house).....	83026 \$	16.00 Plus Nursing protocol or Office Visit
Hep B Titer-State Lab.....	86706 \$	17.00 Plus Nursing protocol or Office Visit
Lead Screen (except for EPSDT).....	86355 \$	11.00 Plus Nursing protocol or Office Visit & Draw Fee
Micro Albumin (In House).....	82044 \$	16.47 Plus Nursing protocol or Office Visit
Mononucleosis (Heterophile Antibodies Screening).....	86308 \$	10.00 Plus Nursing protocol or Office Visit
Pap Smear (pricing may vary according to lab cost and charge only if underinsured).....	88142 \$	30.00 Plus Nursing protocol or Office Visit
Repeat Pap Smear (same as above pap).....	88142 \$	30.00 Plus Nursing protocol or Office Visit
Pap Smear with HPV (pricing may vary according to lab cost and charge only if underinsured).....	88142 \$	40.60 Plus Nursing protocol or Office Visit
Pregnancy Test (urine).....	81025 \$	22.10 Plus Nursing protocol or Office Visit
Prothrombin Time (in house).....	85610 \$	17.51 Plus Nursing protocol or Office Visit & Draw Fee
Strep Screen (billed in addition to office visit).....	86318 \$	18.00 Plus Nursing protocol or Office Visit
Urinalysis, multistick (in house).....	81003 \$	14.29 Plus Nursing protocol or Office Visit
OFFICE VISITS, FAMILY PLANNING		
Family Planning Initial.....		
program 23 (12 - 17 yrs old).....	99384 \$	169.00
program 23 (18 - 39 yrs old).....	99385 \$	163.00
program 23 (40 - 64 yrs old).....	99386 \$	189.00
Family Planning Annual.....		
program 23 (12 - 17 yrs old).....	99394 \$	144.00
program 23 (18 - 39 yrs old).....	99395 \$	146.00
program 23 (40 - 64 yrs old).....	99396 \$	189.00
Family Planning Limited Exam,Counseling with or without Supply.....	99211 \$	60.00 Nursing protocol or Office Visit PLUS Cost of Method
OFFICE VISITS		
New Patient, Adult & Child		
Brief (approx. 10 minutes).....	99201 \$	58.16
Limited (approx. 20 minutes).....	99202 \$	100.18
Intermediate (approx. 30 minutes).....	99203 \$	146.22
Extended (approx. 45 minutes).....	99204 \$	225.54
Comprehensive (approx. 60 minutes).....	99205 \$	280.89
Child Well Check, New Patient		
Under 1 year old.....	99381 \$	138.00
1 - 4 years old.....	99382 \$	143.00
5 -11 years old.....	99383 \$	149.00
12 - 18 years old.....	99384 \$	169.00
Established Patient, Adult & Child		
Brief - R.N (approx. 5 minutes).....	99211 \$	40.00
Limited (ARNP or physician) (approx. 10 minutes).....	99212 \$	65.00
Intermediate (approx. 15 minutes).....	99213 \$	98.39
Extended (approx. 25 minutes).....	99214 \$	145.21
Comprehensive (approx. 40 minutes).....	99215 \$	194.51
Child Well Check, Established Patient		
Under 1 year old.....	99391 \$	123.00
1 - 4 years old.....	99392 \$	131.00
5 -11 years old.....	99393 \$	131.00
12 - 18 years old.....	99394 \$	144.00
Adult Physical Exams		
Established patient adult exam ages 18-39.....	99395 \$	146.00
Established patient adult exam ages 40-64.....	99396 \$	156.00
Established patient adult exam ages 65 and older.....	99397 \$	169.00
New patient adult exam ages 18-39.....	99385 \$	163.00
New patient adult exam ages 40-64.....	99386 \$	189.00
New patient adult exam ages 65 and older.....	99387 \$	209.00
Nursing Protocol Visit.....	99211 \$	40.00
Athletic Physicals/School Physicals by ARNP and/or Physician.....	all ages (cash only) \$	50.00 For Gulf County Residents *All others according to level of Office Visit
Adult Physicals (for employment, college, BRIEF) No lab included.....	all ages (cash only) \$	35.00
IMMUNIZATIONS		
All childhood immunizations ages 0-19.....		No Charge Plus administration fee
Immunization Administration.....	90471 \$	20.00 CHILD
Immunization Administration - add imm. during same visit.....	90472 \$	10.00 CHILD
Immunization Administration.....	90471 \$	26.00 ADULT
Immunization Administration - add imm. during same visit.....	90472 \$	17.00 ADULT

Hepatitis A Vaccine (per injection) ADULT.....	90746	\$	43.00	Plus administration fee
Hepatitis B Vaccine (per injection) ADULT.....	90632	\$	40.00	Plus administration fee
Influenza (Flu shot).....	90686	\$	42.00	FLU SHOTS INCLUDE INJECTION FEE. 00008 AT \$28.00 ONLY INJECTION FEE OF \$28.00 CAN SLIDE.
Influenza-High Dose (Flu shot)	90662	\$	55.00	
MMR vaccine - Adult.....	90707	\$	56.09	Plus administration fee
Other Vaccines.....				Plus administration fee
Pneumonia vaccine (if available).....		Current Cost plus administration fee	Current Price	Plus administration fee
Rabies Vaccine.....	90732	\$	33.00	This included the administration fee 00009
Tetanus/TD -Private- Adult.....			Current Price	Plus administration fee
Tetanus/TDap -Private- Adult.....	90718	\$	22.00	Plus administration fee
	90715	\$	40.00	Plus administration fee

** Adult Vaccines DO NOT Slide

INJECTIONS

	CPT CODE	FEE	
Allergen Injection(one using PT meds).....	95115	\$	56.00 Includes inject fee and office visit
Allergen Injection(two using PT meds).....	95117	\$	92.00 Includes inject fee and office visit
B12 (using patient medication).....		\$	56.00 Includes injection fee and office visit
Testosterone (using patient medication)		\$	56.00 Includes injection fee and office visit
Medication Injection Fee			
Ancef (500mg)...Per Unit.....	96372	\$	26.00
Tordal (per 15 mg unit).....	J0690	\$	2.00 plus injection fee
Rocephin (per 250 mg)	J1885	\$	2.00 plus injection fee
Solu-Medrol Per Unit.....	J0696	\$	2.50 plus injection fee
Benadryl ...Per Unit.....	J2920	\$	4.00 plus injection fee
Decadron (per mg).....	J1200	\$	2.00 plus injection fee
Nubain (per 10 mg).....	J1100	\$	2.00 plus injection fee
Penicillin up to 100,000 units.....	J2300	Current Price	plus injection fee
Phenergan (up to 50mg) Per Unit.....	J0561	\$	7.00 plus injection fee
	J2550	\$	2.00 plus injection fee
PPD.....	86580	\$	20.00 CANNOT SLIDE

No charge for infants, or clients with symptoms or contact with positive diagnosis

MEDICATIONS

	CPT CODE	FEE	
Insulin, per vial.....INSULIN PROGRAM ONLY.....		\$	15.00 Plus Nursing protocol visit or office visit
Seizure Medication (requires eligibility determination).....		Only 100% below poverty eligible	No Charge Plus Nursing protocol visit or office visit
Parasite treatment (Mintezol, Vermox) per treatment.....		\$	12.00 Plus Nursing protocol visit or office visit
ORAL CONTRACEPTIVES			FEE
Ortho Tricyclen Lo			112.33 per cycle
Ortho Tricyclen			33.87 per cycle
Nortrel 1/35			16.07 per cycle
Low Ogestrel			18.01 per cycle
Lessina			19.41 per cycle
ON 777			30.71 per cycle
Ortho Micronor			37.96 per cycle
Seasonique			263.79 per pack
EMERGENCY CONTRACEPTIVE			FEE
Plan B One Step		\$	13.55
OTHER METHODS			FEE
Depo Provera 150 mg			59.33 per dose
Medroxyprogesterone Acetate (generic Depo Provera)			59.33 per dose
Mirena IUD			750.71 each
Paragard IUD			230.00 each
Nexplanon			659.42 each
NuvaRing			267.22 per pack
Prescription Assistance Program		\$	6.00 PER PRESCRIPTION - CANNOT SLIDE

PROCEDURES

CPT CODE FEE

** The procedures listed below are those we expect to do most routinely. Fees are aligned with current insurance contracts and Medicare fee schedule. Any procedures not listed below will be charged by the same method.

Anesthesia for diagnostic or therapeutic nerve blocks and injections (when block or injection is performed by a different provider); other than the prone position.....	01991	\$	25.00
Incision & Drainage of abscess/cyst – simple/single.....	10060	\$	148.00
Incision & Drainage of abscess/cyst – multiple/complicated.....	10061	\$	263.00
Removal of foreign body subcutaneous (fish hook).....	10120	\$	195.00
Incision and removal of foreign body, subcutaneous tissues; complicated.....			
.....	10121	\$	356.00
Incision & Drainage of hematoma.....	10140	\$	208.00
Puncture aspiration of abscess, hematoma, bulla, or cyst.....	10160	\$	167.00
Biopsy of skin or tissue, single lesion.....	11100	\$	133.00
Biopsy of skin or tissue each additional lesion.....	11101	\$	41.00
Skin tag removal.....	11200	\$	112.00
Skin Tag Removal, Each Additional.....	11201	\$	24.00
Shaving of Lesions, no suturing, includes local anesthesia, chemical or electrocauterization.....			
.....	11300	\$	124.00
Shaving of Epidermal or dermal lesion, single lesion, trunk, arms or legs, Lesion Diameter 0.6 to 1.0 cm.....			
.....	11301	\$	153.00
Shaving of Epidermal or dermal lesion, single lesion, trunk, arms or legs, Lesion Diameter 1.1 to 2.0 cm.....			
.....	11302	\$	181.00

Shaving of Epidermal or dermal lesion, single lesion, trunk, arms or legs, Lesion Diameter over 2.0 cm	11303	\$	200.00
Shaving of Epidermal or dermal lesion, single lesion, scalp, neck, hands, feet, genitalia, Lesion Diameter 0.5 cm or less	11305	\$	124.00
Shaving of Epidermal or dermal lesion, single lesion, scalp, neck, hands, feet, genitalia, Lesion Diameter 0.6 to 1.0 cm	11306	\$	154.00
Shaving of Epidermal or dermal lesion, single lesion, scalp, neck, hands, feet, genitalia, Lesion Diameter 1.1 to 2.0 cm	11307	\$	183.00
Shaving of Epidermal or dermal lesion, single lesion, scalp, neck, hands, feet, genitalia, Lesion Diameter over 2.0 cm	11308	\$	194.00
Shaving of Epidermal or dermal lesion, single lesion, face, ears, eyelids, nose, lips, mucous membrane, Lesion Diameter 0.5 cm or less	11310	\$	145.00
Shaving of Epidermal or dermal lesion, single lesion, face, ears, eyelids, nose, lips, mucous membrane, Lesion Diameter 0.6 to 1.0 cm	11311	\$	143.00
Shaving of Epidermal or dermal lesion, single lesion, face, ears, eyelids, nose, lips, mucous membrane, Lesion Diameter 1.1 to 2.0 cm	11312	\$	207.00
Shaving of Epidermal or dermal lesion, single lesion, face, ears, eyelids, nose, lips, mucous membrane, Lesion Diameter over 2.0 cm	11313	\$	239.00
Excision of benign lesion, 0.5 cm or less, includes anesthesia and simple closure to trunk, arms, or legs (Add biopsy charge if applicable.)	11400	\$	158.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), trunk, arms or legs; excised diameter 0.6 to 1.0cm	11401	\$	192.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), trunk, arms or legs; excised diameter 1.1 to 2.0cm	11402	\$	213.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), trunk, arms or legs; excised diameter 2.1 to 3.0cm	11403	\$	247.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), trunk, arms or legs; excised diameter 3.1 to 4.0cm	11404	\$	280.00
Excision of benign lesion, 0.5 cm or less, includes anesthesia and simple closure to scalp, neck, hands, feet, genitalia (Add biopsy charge if applicable.)	11420	\$	157.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.6 to 1.0 cm	11421	\$	203.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 1.1 to 2.0 cm	11422	\$	226.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 2.1 to 3.0 cm	11423	\$	261.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 3.1 to 4.0 cm	11424	\$	301.00
Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter over 4.0 cm	11426	\$	430.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.5 cm or less	11440	\$	174.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.6 to 1.0 cm	11441	\$	216.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 1.1 to 2.0 cm	11442	\$	242.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 2.1 to 3.0 cm	11443	\$	289.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 3.1 to 4.0 cm	11444	\$	363.00
Excision, other benign lesion including margins, except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter over 4.0 cm	11446	\$	503.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter 0.5 cm or less	11600	\$	247.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter 0.6 to 1.0 cm	11601	\$	293.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter 1.1 to 2.0 cm	11602	\$	319.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter 2.1 to 3.0 cm	11603	\$	363.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter 3.1 to 4.0 cm	11604	\$	401.00
Excision, malignant lesion including margins, trunk, arms, or legs; excised diameter over 4.0 cm	11606	\$	583.00
Excision, malignant lesion including margins, scalp, neck, hands, feet, genitalia; excised diameter 0.5 cm or less	11620	\$	251.00
Excision, malignant lesion including margins, scalp, neck, hands, feet, genitalia; excised diameter 0.6 to 1.0 cm	11621	\$	295.00
Excision, malignant lesion including margins, scalp, neck, hands, feet, genitalia; excised diameter 1.1 to 2.0 cm	11622	\$	330.00
Excision, malignant lesion including margins, scalp, neck, hands, feet, genitalia; excised diameter 2.1 to 3.0 cm	11623	\$	387.00
Excision, malignant lesion including margins, scalp, neck, hands, feet, genitalia; excised diameter 3.1 to 4.0 cm	11624	\$	437.00
Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter 0.5 cm or less	11640	\$	258.00
Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter 0.6 to 1.0 cm	11641	\$	306.00

Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter 1.1 to 2.0 cm	11642	\$	349.00
Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter 2.1 to 3.0 cm	11643	\$	413.00
Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter 3.1 to 4.0 cm	11644	\$	510.00
Excision, malignant lesion including margins, face, ears, eyelids, nose, lips; excised diameter over 4.0 cm	11646	\$	667.00
Nail removal	11730	\$	124.00
Excision of nail and nail matrix, partial or complete, for permanent removal	11750	\$	283.00
Wedge excision of skin of nail fold (eg, for ingrown toenail)	11765	\$	209.00
Insertion, non-biodegradable drug delivery implant	11981	\$	149.00
Removal, non-biodegradable drug delivery implant	11982	\$	158.00
Removal with reinsertion, non-biodegradable drug delivery implant	11983	\$	221.00
Laceration repair of body other than face, simple 2.5 cm or less	12001	\$	117.00
Laceration repair of body other than face, simple 2.6cm to 7.5cm	12002	\$	142.00
Laceration repair of body other than face, simple 7.6cm to 12.5cm	12004	\$	167.00
Laceration repair of face or ears, simple 2.5 cm or less	12011	\$	143.00
Laceration repair of face or ears, simple 2.6 cm to 5.0 cm	12013	\$	156.00
Laceration repair of face or ears, simple 5.1 cm to 7.5 cm	12014	\$	183.00
Layer closure of wounds of scalp, axillae, trunk, and/or extremities (excluding hands and feet) of body other than face, intermediate, 2.5 cm or less	12031	\$	306.00
Layer closure of wounds of scalp, axillae, trunk, and/or extremities (excluding hands and feet) of body other than face, intermediate, 2.6 cm to 7.5 cm	12032	\$	390.00
Layer closure of wounds of scalp, axillae, trunk, and/or extremities (excluding hands and feet) of body other than face, intermediate, 7.6 cm to 12.5 cm	12034	\$	403.00
Layer closure of wounds of scalp, axillae, trunk, and/or extremities (excluding hands and feet) of body other than face, intermediate, 12.6 cm to 20.0 cm	12035	\$	502.00
Layer closure of wounds of neck, hands, feet, and/or external genitalia, intermediate, 2.5 cm or less	12041	\$	311.00
Layer closure of wounds of neck, hands, feet, and/or external genitalia, intermediate, 2.6 cm to 7.5 cm	12042	\$	371.00
Layer closure of wounds of neck, hands, feet, and/or external genitalia, intermediate, 7.6 cm to 12.5 cm	12044	\$	464.00
Layer closure of wounds of neck, hands, feet, and/or external genitalia, intermediate, 12.6 cm to 20.0 cm	12045	\$	520.00
Layer closure of face or ears, intermediate, 2.5 cm or less	12051	\$	333.00
Layer closure of face or ears, intermediate, 2.6 cm to 5.0 cm	12052	\$	378.00
Layer closure of face or ears, intermediate, 5.1 cm to 7.5 cm	12053	\$	446.00
Dressings and/or debridement of partial-thickness burns, initial or subsequent; small (less than 5% total body surface area)	16020	\$	104.00
Destruction of benign/premalignant lesion, not including skin tag	17000	\$	104.00
Destruction (eg, laser surgery, electrosurgery, cryosurgery, chemosurgery, surgical curettage), premalignant lesions (eg, actinic keratoses); second through 14 lesions, each (List separately in addition to code for first lesion)	17003	\$	10.00
Wart removal by any method	17110	\$	141.00
Injection(s); single tendon sheath, or ligament, aponeurosis (eg, plantar "fascia")	20550	\$	74.00
Trigger Point Injections	20552	\$	70.00
Arthrocentesis, aspiration and/or injection; small joint or bursa (eg, fingers, toes)	20600	\$	60.00
Arthrocentesis, aspiration and/or injection; intermediate joint or bursa (eg, temporomandibular, acromioclavicular, wrist, elbow or ankle, olecranon bursa)	20605	\$	84.00
Removal of fluid- knee, shoulder or hip	20610	\$	77.00
Aspiration and/or injection of ganglion cyst(s) any location	20612	\$	77.00
Nurse Maid Elbow	24600	\$	478.00
Excision subcutaneous tumor; forearm and wrist	25075	\$	624.00
Arthrotomy, with exploration, drainage, or removal of loose or foreign body; metacarpophalangeal joint, each	26075	\$	423.00
Excision subcutaneous tumor; thigh or knee	27327	\$	600.00
Removal of foreign body, foot; subcutaneous	28190	\$	332.00
Closed treatment of metatarsal fracture; without manipulation, ea	28470	\$	287.00
Long Arm Splint	29105	\$	114.00
Short Arm Splint	29125	\$	84.00
Finger Splint	29130	\$	53.00
Long Leg Splint	29505	\$	108.00
Application of short leg splint	29515	\$	93.00
Removal foreign body, nose	30300	\$	303.00
Enucleation or excision of external thrombotic hemorrhoid	46320	\$	241.00
Insertion of non-indwelling bladder catheter (eg, straight catheterization for residual urine)	51701	\$	69.00
Insertion of temporary indwelling bladder, catheter; simple	51702	\$	31.00
Destruction of lesion(s), penis (eg, condyloma, papilloma, molluscum contagiosum, herpetic vesicle), simple; cryosurgery	54056	\$	183.00
Biopsy of vulva or perineum (separate procedure); one lesion	56605	\$	108.00
Colposcopy without biopsy	57452	\$	142.00
Colposcopy with biopsy	57454	\$	202.00
Cervical Biopsy	57500	\$	166.00
Cervical Curettage	57505	\$	133.00
Cautery of cervix; electro or thermal	57510	\$	173.00
Cryocautery, initial or repeat	57511	\$	191.00
Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)	58100	\$	115.00
Insertion of intrauterine device (IUD)	58300	\$	75.00
Removal of intrauterine device (IUD)	58301	\$	100.00
Postpartum care only (separate procedure)	59430	\$	239.00
Removal foreign body, eye superficial	65205	\$	73.00

Removal foreign body, cornea without slit lamp	65220	\$	75.00
Incision of conjunctiva/cyst drainage	68020	\$	157.00
Removal foreign body from external auditory canal; without general anesthesia	69200	\$	160.00
Removal impact cerumen (separate procedure),one/or both ears	69210	\$	67.00
Pulmonary Functions Test	94010	\$	46.00
Pressurized or nonpressurized inhalation treatment for acute airway obstruction or for sputum induction for diagnostic purposes (eg, with an aerosol generator, nebulizer, metered dose inhaler or intermittent positive pressure breathing [IPPB] device)	94640	\$	24.00
Aerosol inhalation of pentamidine for pneumocystis carinii pneumonia treatment or prophylaxis	94642		
Nebulizer treatment & medication (in house) Requires Dx code	94664	\$	23.00
Pulse Oximetry	94760	\$	4.00
Removal of devitalized tissue from wound(s), selective debridement, without anesthesia (eg, high pressure waterjet with/without suction, sharp selective debridement with scissors, scalpel and forceps), with or without topical application(s), wound assessment	97597	\$	97.00
Intravenous infusion, hydration; initial, 31 minutes to 1 hour	96360	\$	72.00
Intravenous infusion, hydration; each additional hour (List separately in addition to code for primary procedure)	96361	\$	19.00
Intravenous infusion, for therapy, prophylaxis, or diagnosis (specify substance or drug); initial, up to 1 hour	96365	\$	92.00
Intravenous infusion, for therapy, prophylaxis, or diagnosis (specify substance or drug); each additional hour (List separately in addition to code for primary procedure)	96366	\$	27.00
Therapeutic, prophylactic, or diagnostic injection (specify substance or drug); intravenous push, single or initial substance/drug	96374	\$	71.00
Therapeutic, prophylactic, or diagnostic injection (specify substance or drug); each additional sequential intravenous push of a new substance/drug (List separately in addition to code for primary procedure)	96375	\$	28.00
Removal of devitalized tissue from wound(s), non-selective debridement, without anesthesia (eg, wet-to-moist dressings, enzymatic, abrasion), including topical application(s), wound assessment, and instruction(s) for ongoing care, per session	97602	\$	40.00
Negative pressure wound therapy (eg, vacuum assisted drainage collection), including topical application(s), wound assessment, and instruction(s) for ongoing care, per session; total wound(s) surface area less than or equal to 50 square cm	97605	\$	54.00
Negative pressure wound therapy (eg, vacuum assisted drainage collection), including topical application(s), wound assessment, and instruction(s) for ongoing care, per session; total wound(s) surface area greater than 50 square centimeters	97606	\$	58.00
Home visit for the evaluation and management of an established patient, which requires at least two of these three key components: A problem focused interval history; A problem focused examination; Straightforward medical decision making	99347	\$	68.00
Prolonged physician service in the office or other outpatient setting requiring direct (face-to-face) patient contact beyond the usual service (eg, prolonged care and treatment of an acute asthmatic patient in an outpatient setting); first hour (List separate)	99354	\$	123.00
Prolonged physician service in the office or other outpatient setting requiring direct (face-to-face) patient contact beyond the usual service (eg, prolonged care and treatment of an acute asthmatic patient in an outpatient setting); ea additional 30 min	99355	\$	119.00

CLINICAL SOCIAL SERVICES

CPT CODE FEE

Psychiatric diagnostic evaluation	90791	\$	188.00
Psychotherapy, 30 minutes with patient and/or family member	90832	\$	51.00
Psychotherapy, 30 minutes with patient and/or family member when performed with an evaluation and management service (List separately in addition to the code for primary procedure)	90833	\$	51.00
Psychotherapy, 45 minutes with patient and/or family member	90834	\$	92.00
Psychotherapy, 45 minutes with patient and/or family member when performed with an evaluation and management service (List separately in addition to the code for primary procedure)	90836	\$	34.00
Psychotherapy, 60 minutes with patient and/or family member	90837	\$	139.00
Psychotherapy, 60 minutes with patient and/or family member when performed with an evaluation and management service (List separately in addition to the code for primary procedure)	90838	\$	135.00
Psychotherapy for crisis; first 60 minutes	90839	\$	150.00
Psychotherapy for crisis; each additional 30 minutes (List separately in addition to code for primary service)	90840	\$	180.00
Interactive complexity (List separately in addition to the code for primary procedure)	90785	\$	15.00
Group Psych(Other A Multiple Family)	90853	\$	31.00
Mental health assessment, by nonphysician (Bio-Psychosocial or Limited function assessment)	H0031	\$	130.00
Mental Health Service Plan Development by Non-Physician	H0032	\$	31.25
Mental Health Service Plan Development by Non-Physician -as Follow-up Service - Use Modifier TS H0032	H0032	\$	31.25
Comprehensive Medication Services per 15 minutes	H2010	\$	50.52

Therapeutic behavioral services, per 15 minutes (per 15 min)	H2019	\$	25.00
VITAL STATISTICS			
Certified copy of death certificates, each.....		\$	10.00
Certified copy of birth certificates, each.....		\$	12.00
CAR SEATS			
Car Seats (must attend car seat education).....		\$	20.00
MISCELLANEOUS			
Copies of medical records/non-public documents (F.S. 456.057) ...	Per page	\$	0.25
Copies / Faxes - miscellaneous records (F.S. 119.07(4)).....	Per page	\$	0.25
ENVIRONMENTAL HEALTH FEES - COUNTY			
These fees are in addition to State Environmental Health Fees			
Water Samples (Micro).....		\$	50.00
Water Samples (Lead-Nitrates).....		\$	35.00
Subdivision Analysis:			
1-10 Lots.....		\$	300.00
11-20 Lots.....		\$	500.00
21-30 Lots.....		\$	650.00
31-40 Lots.....		\$	800.00
41-50 Lots.....		\$	950.00
51-60 Lots.....		\$	1,100.00
61-70 Lots.....		\$	1,250.00
71-80 Lots.....		\$	1,400.00
81-90 Lots.....		\$	1,550.00
91-100 Lots.....		\$	1,700.00
101-110 Lots.....		\$	1,850.00
Swimming Pool < 25,000.....		\$	100.00
Swimming Pool > 25,000.....		\$	100.00
Mobile Home & RV Park Permit-Annual.....		\$	50.00
Tanning Facilities Permit-Annual.....		\$	50.00
Food Establishment Permit-Annual.....		\$	50.00
OSTDS Permits Prior.....		\$	75.00
OSTDS New System.....		\$	75.00
OSTDS Existing System.....		\$	90.00
OSIDS Modification.....		\$	150.00
Commercial OSTDS Operating Permits.....		\$	100.00
ATU Operating Permits.....		\$	100.00
Drinking Water Permit-Annual.....		\$	50.00
Pump Trucks.....		\$	25.00

All other Environmental Health fees are mandated by the State of Florida and cannot be revised by this office.

**Gulf County Health Department
Dental Clinic Fee Schedule**

Effective : 10/01/14

FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D0120	PERIODIC ORAL EVALUATION	\$ 35.00
D0140	LIMITED ORAL EVALUATION	\$ 50.00
D0145	ORAL EVALUATION FOR A PATIENT UNDER THREE YEARS OF AGE AND COUNSELING WITH PRIMARY CAREGIVER	\$ 40.00
D0150	COMPREHENSIVE ORAL EVALUATION	\$ 60.00
D0160	DETAILED AND EXTENSIVE ORAL EVALUATION	\$ 58.00
D0170	RE-EVALUATION ,LIMITED,FOCUSED EST	\$ 30.00
D0180	COMPRENSIVE PERIODONTAL EVALUATION	\$ 50.00
D0210	INTRAORAL X-RAY (FULL)	\$ 76.00
D0220	INTRAORAL PERIAPICAL X-RAY (1ST)	\$ 16.00
D0230	INTRAORAL PERIAPICAL X-RAY (ADDITIONAL)	\$ 12.00
D0240	INTRAORAL OCCLUSAL X-RAY	\$ 24.00
D0270	BITEWING X-RAY (SINGLE)	\$ 16.00
D0272	BITEWING X-RAY (2)	\$ 30.00
D0273	BITEWING X-RAY (3)	\$ 35.00
D0274	BITEWING X-RAY (4)	\$ 40.00
D0277	BITEWING X-RAY (7)	\$ 65.00
D0330	PANORAMIC X-RAY	\$ 69.00
D0460	PULP VITALITY TESTING-INCLUDES MULTIPLE TEETH	\$ 12.00
D0470	DIAGNOSTIC CASTS	\$ 53.00
D1110	ADULT ORAL PROPHYLAXIS	\$ 70.00
D1120	CHILD PROPHYLAXIS - UP TO 14 YEARS OLD	\$ 60.00
D1206	TOPICAL FLUORIDE VARNISH; THERAPEUTIC APPLICATION FOR MODERATE TO HIGH CARIES RISK PATIE	\$ 29.00
D1208	TOPICAL APPLICATION OF FLUORIDE	\$ 21.00
D1310	NUTRI COUNSEL.ORAL DISEASE	\$ 18.00
D1320	TOBACCO COUNSEL/ORAL DISEASE	\$ 18.00
D1330	DET ORAL HYGIENE INSTRUCTIONS	\$ 18.00
D1351	OCCLUSAL SEALANT (PER TOOTH)	\$ 30.00
D1510	SPACE MAINTAINER (FIX LIN)	\$ 191.00
D1515	SPACE MAINTAINER (FIX ED)	\$ 270.00
D1560	RECEMENTATIONSPACE MAINTAINER	\$ 46.00
D1555	REMOVAL OF FIXED SPACE MAINTAINER-NOT ORIGINALLY PLACED	\$ 58.00
D2140	AMALGAM RESTORATION 1 SURF PER/PRI	\$ 76.00
D2150	AMALGAM RESTORATION 2 SURF PER/PRI	\$ 95.00
D2160	AMALGAM RESTORATION 3 SURF PER/PRI	\$ 115.00
D2161	AMALGAM RESTORATION 4+SURF PERM/PRI	\$ 140.00
D2330	RESIN 1 SURF PRI/PERM ANT	\$ 90.00
D2331	RESIN 2 SURF PRI/PERM ANT	\$ 111.00
D2332	PESIIN 3 SURF PRI/PERM ANT	\$ 135.00
D2335	RESIN 4+ SURF/INCISAL PRI /PERM ANT	\$ 165.00
D2390	RESIN-BASED COMPOSITE CROWN-ANT	\$ 242.00
D2391	RESIN 1 SURF POS PERM/PRI	\$ 103.00
D2392	RESIN 2 SURF POS PERM/PRI	\$ 139.00
D2393	RESIN 3+ SURF POS PERMPRI	\$ 169.00
D2394	RESIN-BASED COMP 4+ SURF POS	\$ 187.00
D2510	INLAY-METALLIC ONE SURFACE	\$ 578.00
D2520	INLAY-METALLIC TWO SURFACE	\$ 607.00
D2530	INLAY-METALLIC THREE+ SURFACE	\$ 635.00
D2542	ONLAY METALLIC TWO SURFACE	\$ 635.00
D2543	ONLAY METALLIC THREE SURFACE	\$ 665.00
D2544	ONLAY METALLIC FOUR+ SURFACE	\$ 693.00
D2710	CROWN-FULL RESIN -LAB	\$ 300.00

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FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D2721	CROWN-RESIN WITH PRE BASE METAL	\$ 578.00
D2740	CROWN-FULL PROC	\$ 896.00
D2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	\$ 838.00
D2751	CROWN-PORCELAIN FUSED TO BASE METAL	\$ 838.00
D2752	CROWN-PORC FUSED/NOBEL METAL	\$ 838.00
D2790	CROWN-FULL CAST HIGH NOBLE METAL	\$ 751.00
D2791	CROWN-FULL CAST BASE METAL	\$ 751.00
D2792	CROWN-FULL CAST NOBLE METAL	\$ 751.00
D2799	PROVISIONAL CROWN TO BE WORN ATLEAST 6 MONTHS	\$ 260.00
D2910	RECEMENT INLAY	\$ 58.00
D2915	RECEMENT CAST OR PREFABRICATED POST AND CORE	\$ 58.00
D2920	RECEMENT CROWN	\$ 58.00
D2930	STAINLESS STEEL CROWN-PRIMARY TOOTH	\$ 162.00
D2931	STAINLESS STEEL CROWN-PERMANENT TOOTH	\$ 347.00
D2932	PREFABRICATED RESIN CROWN	\$ 280.00
D2933	STAINLESS STEEL CROWN-RESIN WITH RESIN WINDOW	\$ 231.00
D2934	PREFABRICATED ESTHETIC COATED STAINLESS STEEL CROWN-PRIMARY TOOTH	\$ 210.00
D2940	TEMP SEDATIVE RESTORATION	\$ 60.00
D2950	CORE BUILDUP WITH PINS	\$ 156.00
D2951	PIN RETENTION PER TOOTH IN ADDITION TO RESTORATION	\$ 32.00
D2952	CAST POST & CORE, IN ADD TO CROWN	\$ 231.00
D2954	PREFAB POST & CORE IN ADD TO CROWN	\$ 185.00
D2960	LABIAL VENEER (RESIN LAMINATE)-CHAIRSIDE	\$ 289.00
D2961	LABIAL VENEER (RESIN LAMINATE)-LABORATORY	\$ 635.00
D2962	VENEERS (LABIAL VENEER PORCELAIN LAMINATE LAB)	\$ 838.00
D2970	TEMPORARY CROWN-AS IMMEDIATE PROTECTION NOT TO BE USED AS TEMPORIZATION DURING CROWN FABRICATION	\$ 260.00
D2975	COPIING	\$ 420.00
D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	\$ 751.00
D3110	PULP CAP-DIRECT	\$ 42.00
D3120	PULP CAP-INDIRECT	\$ 37.00
D3220	THERAPEUTIC PULPOTOMY-PRIMARY OR PERMANENT (EXCLUDING FINAL RESTORATION)	\$ 115.00
D3221	PULPAL DEBRIDEMENT, PRIMARY AND PERMANENT TOOTH	\$ 116.00
D3230	PULPAL THERAPY (RESORBABLE FILLING)-ANT,PRI	\$ 158.00
D3240	PULPAL THERAPY(RESORBABLE FILLING)-POST,PRIM	\$ 158.00
D3310	ANTERIOR ENDODONTICS	\$ 462.00
D3320	PREMOLAR ENDODONTICS	\$ 531.00
D3330	MOLAR ENDODONTICS	\$ 693.00
D3331	TREATMENT OF ROOT CANAL OBST;NON SURG	\$ 189.00
D3332	INCOMPLETE ENDODONTIC THERAPY INOPERABLE, UNRESTORABLE OR FRACTURED TOOTH	\$ 165.00
D3333	INTERNAL ROOT REPAIR OF PERFORMANCE DEFECTS	\$ 146.00
D3346	ENDODONTIC RETREATMENT-ANT	\$ 581.00
D3347	ENDODONTIC RETREATMENT-PREMOLA	\$ 647.00
D3348	ENDODONTIC RETREATMENT-MOLAR	\$ 797.00
D3351	APEXIFICATION-INITAL TREATMENT	\$ 209.00
D3352	APEXIFICATION-INTERIM TREATMENT	\$ 106.00
D3353	APEXIFICATION-FINAL VISIT	\$ 292.00
D3410	APICTOMY-ANTERIOR	\$ 404.00
D3421	APICTOMY PERIRADICULAR SURGERY BICUSPID (FIRST ROOT)	\$ 368.00
D3430	RETROGRADE FILLING-PER ROOT	\$ 145.00
D3450	AMPUTATION	\$ 249.00

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FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D3470	INTENTIONAL REMOVAL AND REPLANTATION WITH SPLINTING	\$ 347.00
D4210	GINGIVOPLASTY/PER QUADRANT FOUR OR MORE TEETH	\$ 347.00
D4211	GINGIVOPLASTY/1-3 TEETH IN QUAD OR SPACE	\$ 92.00
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANING, 4 OR MORE TEETH	\$ 347.00
D4241	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING, 1-3 TEETH PER QUADRANT	\$ 289.00
D4249	CLINICAL CROWN LENGTHENING	\$ 462.00
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	\$ 693.00
D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) ONE TO THREE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	\$ 635.00
D4263	BONE REPLACEMENT GRAFT - FIRST SITE IN QUADRANT	\$ 231.00
D4264	BONE REPLACEMENT GRAFT - EACH ADDITIONAL SITE IN QUADRANT	\$ 260.00
D4271	FREE SOFT TISSUE GRAFT	\$ 578.00
D4341	PER SCALING/ROOT PLANING-QUAD*4	\$ 140.00
D4342	PER SCALING PLAN QUAD 1-3	\$ 110.00
D4355	FULL MOUTH DEBRIDMENT	\$ 120.00
D4910	PERIODONTAL MAINTENANCE	\$ 81.00
D5110	COMPLETE DENTURE (MAXILLARY)	\$ 875.00
D5120	COMPLETE DENTURE (MANDIBULAR)	\$ 875.00
D5130	IMMEDIATE UPPER DENTURE	\$ 875.00
D5140	IMMEDIATE LOWER DENTURE	\$ 875.00
D5211	MAXILLARY PARTIAL DENTURE-RESI	\$ 578.00
D5212	MANDIBULAR PARTIAL DENTURE-RES	\$ 578.00
D5213	MAX PARTIAL DENTURE-CAST	\$ 924.00
D5214	MAN PARTIAL DENTURE-CAST	\$ 924.00
D5225	MAXILLARY PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS AND TEETH)	\$ 809.00
D5226	MANDIBULAR PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS AND TEETH)	\$ 809.00
D5410	ADJUST COMPLETE DENTURE UPPER	\$ 53.00
D5411	COMPLETE DENTURE ADJUSTMENT, LOWER	\$ 53.00
D5421	PARTIAL DENTURE ADJUSTMENT, UPPER	\$ 53.00
D5422	PARTIAL DENTURE ADJUSTMENT, LOWER	\$ 53.00
D5540	REPAIR BROKEN COMPLETE DENTURE BASE	\$ 110.00
D5620	REPLACE MISSING OR BROKEN TEETH-COMPLETE	\$ 127.00
D5610	REPAIR RESIN PARTIAL BASE	\$ 116.00
D5620	REPAIR CASE FRAMEWORK	\$ 116.00
D5630	REPAIR OR REPLACE BROKEN CLASP	\$ 116.00
D5640	REPLACE BROKEN TOOTH (PER TOOTH)	\$ 110.00
D5680	ADD TOOTH TO EXIST PARTIAL DENTURE CLASP EXIST PARTIAL	\$ 122.00
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	\$ 116.00
D5670	REPLACE ALL TEETH AND ACRYLIC MAXILLARY PARTIAL DENTURE	\$ 404.00
D5671	REPLACE ALL TEETH AND ACRYLIC MANDIBULAR PARTIAL DENTURE	\$ 404.00
D5730	RELINE MAX DENTURE (CHAIRSIDE)	\$ 173.00
D5731	RELINE MAN COMPLETE (CHAIRSIDE)	\$ 173.00
D5740	RELINE MAX PART DENT (CHAIRSIDE)	\$ 156.00
D5741	RELINE MAN PART DENT (CHAIRSIDE)	\$ 156.00
D5750	RELINE MAX COMPLETE DENT (LAB)	\$ 260.00
D5751	RELINE MAN COMPLETE DENT (LAB)	\$ 260.00
D5760	RELINE MAX PART DENT (LAB)	\$ 231.00
D5761	RELINE MAN PART DENT (LAB)	\$ 231.00
D5810	INTERIM COMPLETE DENTURE MAX	\$ 630.00
D5820	INTERIM PARTIAL DENTURE MAX	\$ 376.00

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FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D5821	INTERIM PARTIAL DENTURE MAN	\$ 376.00
D5850	MAXILLARY TISSUE CONDITIONING	\$ 87.00
D5851	MANDIBULAR TISSUE CONDITIONING	\$ 87.00
D5860	OVERDENTURE COMPLETE BY REPORT	\$ 945.00
D5882	PRECISION ATTACHMENT BY REPORT	\$ 87.00
D5899	OPEN FACE CROWN FOR DENTURE	\$ 150.00
D5982	SURGICAL STENT	\$ 119.00
D5986	FLUORIDE GEL CARRIER	\$ 76.00
D6053	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR COMPLETELY EDENTULOUS ARCH	\$ 1,974.00
D6054	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTULOUS ARCH	\$ 924.00
D6055	DENTAL IMPLANT SUPPORT CONNECTING BAR	\$ 1,386.00
D6056	PREFABRICATED ABUTMENT-INCLUDES PLACEMENT	\$ 300.00
D6057	CUSTOM ABUTMENT-INCLUDES PLACEMENT	\$ 500.00
D6058	ABUTMENT SUPPORTED PORCELAIN CERAMIC CROWN	\$ 896.00
D6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	\$ 838.00
D6061	ABUTMENT SUPPORTED PORCELAIN FUSED TO NOBLE METAL CROWN	\$ 1,208.00
D6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	\$ 751.00
D6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN CERAMIC FPD	\$ 838.00
D6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (HIGH NOBLE METAL)	\$ 838.00
D6072	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)	\$ 751.00
D6078	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR COMPLETELY EDENTULOUS ARCH	\$ 866.00
D6079	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR PARTIALLY EDENTULOUS ARCH	\$ 866.00
D6090	REPAIR IMPLANT SUPPORTED PROSTHESIS, BY REPORT	\$ 145.00
D6092	RECEMENT IMPLANT ABUTMENT SUPPORTED CROWN	\$ 58.00
D6093	RECEMENT IMPLANT ABUTMENT SUPPORTED FIXED PARTIAL DENTURE	\$ 69.00
D6095	REPAIR IMPLANT ABUTMENT, BY REPORT	\$ 145.00
D6210	FIXED PARTIAL DENTURE - PONTIC GOLD HIGH (NOBLE)	\$ 751.00
D6211	FIXED PARTIAL DENTURE - PONTIC PREDOMINANTLY BASE METAL	\$ 751.00
D6212	FIXED PARTIAL DENTURE - PONTIC GOLD (NOBLE)	\$ 751.00
D6240	FIXED PARTIAL DENTURE - PONTIC PORCELAIN FUSED TO HIGH NOBLE METAL	\$ 838.00
D6241	FIXED PARTIAL DENTURE - PONTIC PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	\$ 838.00
D6242	FIXED PARTIAL DENTURE - PONTIC PORCELAIN FUSED TO NOBLE METAL	\$ 838.00
D6245	FIXED PARTIAL DENTURE - PONTIC PORCELAIN/CERAMIC	\$ 838.00
D6250	FIXED PARTIAL DENTURE - RESIN WITH HIGH NOBLE METAL	\$ 510.00
D6545	FIXED PARTIAL DENTURE - PONTIC RETAINER, CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	\$ 347.00
D6710	FIXED PARTIAL DENTURE - CROWN INDIRECT RESIN BASED COMPOSITE (NOT TO BE USED AS TEMPORARY OR PROVISIONAL PROSTHESIS)	\$ 260.00
D6740	FIXED PARTIAL DENTURE - CROWN PORCELAIN/CERAMIC	\$ 838.00
D6750	FIXED PARTIAL DENTURE - CROWN ABUTMENT PORCELAIN FUSED TO NOBLE HIGH METAL	\$ 838.00
D6751	FIXED PARTIAL DENTURE - CROWN PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	\$ 838.00
D6752	FIXED PARTIAL DENTURE - CROWN ABUTMENT PORCELAIN FUSED TO NOBLE METAL	\$ 838.00
D6790	FIXED PARTIAL DENTURE - CROWN ABUTMENT GOLD-HIGH (NOBLE)	\$ 751.00
D6791	FIXED PARTIAL DENTURE - CROWN FULL CAST PREDOMINANTLY BASE METAL	\$ 751.00
D6792	FIXED PARTIAL DENTURE - CROWN ABUTMENT GOLD (NOBLE)	\$ 751.00
D6793	FIXED PARTIAL DENTURE - CROWN PROVISIONAL RETAINER	\$ 260.00
D6930	RECEMENT FIXED PARTIAL DENTURE	\$ 69.00
D6940	STRESS BREAKER	\$ 203.00
D7111	EXTRACTION DECIDUOUS TEETH	\$ 76.00
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT	\$ 99.00
D7210	SURGICAL REMOVAL ERUPTED TOOTH	\$ 168.00
D7220	REMOVAL OF IMPACTION-SOFT TISSUE	\$ 208.00

Gulf County Health Department
Dental Clinic Fee Schedule

Effective : 10/01/14

FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D7230	REMOVAL OF IMPACTION-PART BONY	\$ 277.00
D7240	REMOVAL OF IMPACTION-COMP BONY	\$ 312.00
D7241	REMOVAL OF IMPACTION-DIFFICULT	\$ 347.00
D7250	SURGICAL REMOVAL RESIDUAL ROOT	\$ 173.00
D7260	ORANTAL FISTULA CLOSURE	\$ 462.00
D7270	TOOTH REPLANTATION AND STABILITY	\$ 347.00
D7280	SURGICAL EXPOSURE OF IMPACTED OR UNERUPTED-NOT TO BE EXTRACTED	\$ 347.00
D7285	BIOPSY OF ORAL TISSUE-HARD	\$ 173.00
D7286	BIOPSY OF ORAL TISSUE-SOFT	\$ 139.00
D7288	BRUSH BIOPSY TRANSEPIHELIAL SAMPLE COLLECTION (LAB CHARGE BY LAB)	\$ 58.00
D7310	ALVELOPLASTY/EXTRACTION-FOUR OR MORE TEETH OR TOOTH SPACES, PER QUAD	\$ 173.00
D7311	ALVELOPLASTY/EXTRACTION-ONE TO THREE TEETH OR TOOTH SPACES, PER QUAD	\$ 145.00
D7320	ALVELOPLASTY/NO EXTRACT-FOUR OR MORE TEETH OR TOOTH SPACES,PER QUAD	\$ 231.00
D7321	ALVELOPLASTY/NO EXTRACT-ONE TO THREE TEETH OR TOOTH SPACES,PER QUAD	\$ 203.00
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	\$ 173.00
D7450	REMOVAL ODONTOGENIC CYST<1.25 CM	\$ 289.00
D7471	REMOVAL OF EXOSTOSIS	\$ 462.00
D7510	INCISION & DRAINAGE OF ABSCESS-INTRORAL SOFT	\$ 116.00
D7520	I & D OF ABCESS-EXTRORAL SOFT TISS	\$ 173.00
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS	\$ 99.00
D7540	REMOVAL OF REACTION PRODUCING FOREIGN BODIES, MUSCULOSKELETAL SYSTEM	\$ 289.00
D7820	CLOSE REDUCTION TMJ DISLOCATION	\$ 71.00
D7880	OCCCLUSAL ORTHOTIC DEVICE, BY REPORT	\$ 499.00
D7910	SUTURE SMAL WOUND >5 CM	\$ 104.00
D7911	COMPLICATED SUTURE > 5 CM	\$ 300.00
D7960	FRENUECTOMY	\$ 263.00
D7970	EXCISION HYPERPLASTIC TISSUE PER ARCH	\$ 260.00
D7971	EXCISION-PERICORONAL GINGIVAE ON IMPACTED OR PARTIALLY ERUPTED	\$ 116.00
D8010	LIMITED ORTHO TREATMENT OF THE PRI DENTITION	\$ 289.00
D8020	LIMITED ORTHO TREATMENT OF THE TRANSITIONAL DENTITION	\$ 289.00
D8030	LIMITED ORTH TREATMENT OF THE ADOLESCENT DENTITION	\$ 289.00
D8040	LIMITED ORTHO TREATMENT OF THE ADULT DENTITION	\$ 289.00
D8060	LIMITED ORTHO TREATMENT OF TRANSITIONAL DENTITION	\$ 578.00
D8070	COMPREHENSIVE ORTHO TREATMENT-TRANS	\$ 3,465.00
D8080	COMPREHENSIVE ORTHO TREATMENT-ADOLESCENT	\$ 3,696.00
D8090	COMPREHENSIVE ORTHO TREATMENT-ADULT DENT	\$ 4,043.00
D8210	REMOVAL SE HABIT APPLIANCE	\$ 347.00
D8220	FIXED HABIT APPLIANCE	\$ 347.00
D9110	EMERGENCY / PALLIATIVE TREATMENT	\$ 58.00
D9120	FIXED PARTIAL DENTURE SECTIONING	\$ 87.00
D9210	LOCAL ANESTHESIA	\$ 18.00
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	\$ 18.00
D9220	GENERAL ANESTHESIA/DEEP SEDATION FIRST 30 MIN	\$ 176.00
D9221	GENERAL ANTHESIA-EACH ADD 15 MINUTES	\$ 84.00
D9230	ANALGESIA - NITROUS OXIDE PER 15 minutes	\$ 41.00
D9310	PROFESSIONAL CONSULTATION	\$ 53.00
D9430	OFFICE VISIT	no charge
D9440	OFFICE VISIT, AFTER REGULAR SCHEDULED HOURS	\$ 87.00
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT	\$ 13.00
D9910	DESENSITIZING MEDICATION PER VISIT	\$ 30.00
D9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE, PER TOOTH	\$ 30.00

**Gulf County Health Department
Dental Clinic Fee Schedule**

Effective : 10/01/14

FEE SCHEDULE FOR THE FLORIDA DEPARTMENT OF HEALTH IN GULF COUNTY DENTAL SERVICES

CDT CODES	DESCRIPTION	Current 2014-15
D9920	BEHAVIOR MGT (15 MIN INCREMENTS)	\$ 58.00
D9930	POST SURGICAL COMPLICATIONS	\$ 58.00
D9940	OCCLUSAL GUARD IN HOUSE	\$ 76.00
D9940	OCCLUSAL GUARD OFF SITE LAB	\$ 376.00
D9941	FABRICATION ATHLETIC MOUTHGUARD	\$ 87.00
D9942	REPAIR AND/OR RELINE OF OCCLUSAL GUARD	\$ 87.00
D9950	OCCLUSION ANALYSIS-MOUNTED CASE	\$ 131.00
D9951	OCCLUSAL ADJUSTMENT-LIMITED	\$ 29.00
D9952	COMPLETE OCCLUSAL ADJUSTMENT	\$ 315.00
D9971	ODONTOPLASTY 1-2 TEETH	\$ 18.00
D9972	BLEACHING, EXTERNAL PER ARCH	\$ 158.00
D9974	INTERNAL BLEACHING PER TOOTH	\$ 105.00
D9999	UNSPECIFIED BY REPORT	\$ 58.00
BLEACH	BLEACHING TUBE ONLY, 2 TUBES	\$ 29.00

The above fee schedule indicates charges for services. The Gulf County Health Department will use updated income guidelines to determine eligibility for sliding fee scale up to 200% of Federal Poverty Level. The Gulf CHD Administrator shall have authority to make internal policies and procedures to limit the number of sliding fee scale clients seen per day, etc., and may restrict sliding fee scale dental services.

The above fee schedule indicates charges for services. The Gulf County Health Department will use updated income guidelines to determine eligibility for sliding fee scale up to 200% of Federal Poverty Level. The Gulf CHD Administrator shall have authority to make internal policies and procedures to limit the number of sliding fee scale clients seen per day, etc., and may restrict sliding fee scale dental services.

Laboratory charges must be paid in full prior to completion of the service (before delivery).

These fees are in effect from October 1, 2014 through September 30, 2015 as approved by the Gulf County Board of County Commissioners.



GULF COUNTY
EMERGENCY MANAGEMENT
1000 CECIL G COSTIN SR BLVD
PORT ST JOE, FL 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE
DATE: SEPTEMBER 10, 2014
SUBJECT: INVENTORY ADJUSTMENT

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:11

By this memo we are requesting the following items be junked and removed from Emergency Management inventory. If there are any questions or need of additional information please feel free to call me at 229-9110.

ITEM #	ITEM DESCRIPTION	ACTION
90-258	Mobile vehicle Transceiver	Junk
90-275	Dell Precision T7400	Junk
90-276	Dell Precision T7400	Junk
90-277	Dell Precision T7400	Junk
90-278	Dell Optiplex 360 Mini Tower	Junk
90-280	Dell Precision T5500	Junk
90-325	Vertex Mobile Radio	Junk

Cc: File



GULF COUNTY
EMERGENCY MANAGEMENT
1000 CECIL G COSTIN SR BLVD
PORT ST JOE, FL 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE
DATE: SEPTEMBER 10, 2014
SUBJECT: INVENTORY ADJUSTMENT

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:11

The following item was a part of the F-150 sold to the TDC. By this memo we are requesting this item be removed from Emergency Management inventory and transferred to the TDC. If there are any questions or need of additional information please feel free to call me at 229-9110.

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>ACTION</u>
90-294	Winch and Winch Guard	Transfer

Cc: File

CONSENT
DATE 9/23/14 84



GULF COUNTY
E9-1-1 DEPARTMENT

1000 Cecil G Costin Sr. Blvd
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: BEN GUTHRIE *BG*
DATE: SEPTEMBER 11, 2014
SUBJECT: REMOVAL FROM INVENTORY

I am requesting that the following items be removed from the E-911 inventory list due to age and working condition and that they be junked. These items are no longer in service. If there are any questions or concerns please feel free to contact me at 229-9111.

95 - 25	Mini Server (Old Mapping Server)	Junk
95 - 39	Active Voice Recorder 16 Ch	Junk
95 - 40	Active Voice Recorder 5 Ch	Junk
95 - 41	Dispatch Recorder Computer	Junk

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:10

2014 SEP 11 PM 3:00
 GULF COUNTY FL

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Human Resources / Bish Mancy

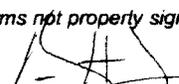
Check type of Activity below:

- Asset Acquisition
 - Asset Purchase _____
 Amount Invoice# Invoice Date Vendor Name
 Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment
 - Asset Donation _____
 Donation From Asset Description Value
- Improvement to Existing Asset _____
 Describe the Need For and Description Of the Improvement, Attach a copy if necessary
- Asset Transfer To
 - Receiving Department – Name _____
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal
 - Retired (check reason) Retirement Reason:
 - Obsolete / No longer needed
 - Non-Repairable
 - Repair Not Cost Effective
 - Cannibalized
 - Other
 - Sold
 - Trade-in
 - Donate
 - Return to other Government

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
HR/RM	325-3	2005 Dell Laptop PC	6D53WB1
HR/RM	325-1	2001 Swisher Office Desk	N/A

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information :

<p align="center">Department / Location Approval</p> <p align="center"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <p align="center">  _____ Department Head Signature * </p> <p align="center"> * As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets. </p> <p align="center"> _____ Date </p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____</p> <p align="center">Date</p> <p align="center"><i>Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</i></p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

9/23/14 CC

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: Mosquito Control

Check type of Activity below:

- Asset Acquisition
- Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment			
- Asset Donation

Donation From	Asset Description	Value
- Improvement to Existing Asset

- Asset Transfer To
 - Receiving Department -- Name TDC
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal

<input type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government	Retirement Reason: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Obsolete / No longer needed <input checked="" type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other 	<div style="border: 1px solid black; padding: 5px; transform: rotate(90deg); transform-origin: right top;"> FILED FOR RECORD REBECCA L. MORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA 4 SEP 17 PM 3:37 </div>
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Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
	72-02	Computers & Printers Datamaster GPS System	
	72-03	Computers & Printers Datamaster GPS System	
	72-04	Computers & Printers Datamaster GPS System	

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles
<i>Transferred to TDC</i>	2006 Ford F-150	1FTRX14W36NB32866	

Other Information : _____

<p align="center">Department / Location Approval</p> <p align="center"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Department Head Signature * </div> <div style="text-align: center;"> <u>9.15.14</u> _____ Date </div> </div> <p align="center"><small>* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</small></p>	<p align="center">Board of County Commissioners Consent Agenda Approval</p> <p align="center">_____</p> <p align="center">Date</p> <p align="center"><small>Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</small></p>
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Expenditure on fixed assets may be classified into **Capital Expenditure** and **Revenue Expenditure**. The distinction between the nature of Capital Expenditure and Revenue Expenditure is important as **only Capital Expenditure is included in the cost of a fixed asset.**

CAPITAL EXPENDITURE

Capital Expenditure includes costs incurred on the acquisition of a fixed asset and any subsequent expenditure that increases the earning capacity of an existing fixed asset. Its benefit is derived over several accounting periods.

The cost of acquisition not only includes the cost of purchases but also any additional costs incurred in bringing the fixed asset into its present location (e.g. delivery costs) and condition.

A Capital Expenditure includes the following:

- Purchase costs (less any discount received)
- Delivery costs
- Legal charges
- Installation costs
- Up-grade costs
- Replacement costs

Example: Cost incurred in replacing an old truck engine with a new engine.

New engine significantly increases the useful life of the truck and its cost must be capitalized. The carrying amount of the replaced engine must be derecognized in the same manner as **Disposal** of any fixed asset.

REVENUE EXPENDITURE

Revenue Expenditure incurred on Fixed Assets include costs that are aimed at **Maintaining** rather than **Enhancing** the earning capacity of the assets. These are costs that are incurred on a regular basis and the benefit from these costs is obtained over a relatively short period of time.

Example: An ice machine is purchased for a fire station.

The initial purchase and installation costs are classified as a Capital Expenditure, any subsequent repair and maintenance charges incurred in the future will be classified as Revenue Expenditure. This is so because repair and maintenance costs do not increase the earning capacity of the machine but only maintains it (i.e. machine will produce the same quantity of ice as it did when first put to use).

A Revenue Expenditure includes the following:

- Repair costs
- Maintenance charges
- Repainting costs
- Renewal expenses

Revenue Costs are not part of the fixed asset cost and are expensed in the period in which incurred.

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: _____

Check type of Activity below:

- Asset Acquisition
 - Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment			
 - Asset Donation

Donation From	Asset Description
- Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary
- Asset Transfer To
 - Receiving Department -- Name _____
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal

<input type="checkbox"/> Retired (check reason)	Retirement Reason:	<input checked="" type="checkbox"/> Obsolete / No longer needed <input checked="" type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other
<input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government		

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 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 SEP 17 PM 3:38

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Public Works	100-536	Scag Mower	8100138
Public Works	100-429	R-12 Recovery Unit	

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : _____

<p style="text-align: center;">Department / Location Approval</p> <p style="text-align: center;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Department Head Signature * </div> <div style="text-align: center;"> 9/16/14 Date </div> </div> <p style="font-size: small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____ Date</p> <p style="font-size: small; text-align: center;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

Initiating Department: _____

Check type of Activity below:

- Asset Acquisition
 - Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
<i>Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment</i>			
 - Asset Donation

Donation From	Asset Description	Value
- Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary: _____
- Asset Transfer To
 - Receiving Department – Name _____
 - Surplus (useable condition but no longer needed by Department)
- Asset Disposal

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government 	Retirement Reason:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Obsolete / No longer needed <input checked="" type="checkbox"/> Non-Repairable <input type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other
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REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 3:38

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Courthouse	70-638	18 HP Briggs	
Solid waste	70-697	Cannon Camera	166051
Solid waste	70-701	Cannon Camera	1660517344

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

Other Information : _____

<p style="text-align: center;">Department / Location Approval</p> <p style="text-align: center;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Department Head Signature *</p> </div> <div style="text-align: center;"> <p>9/16/14</p> <p>Date</p> </div> </div> <p style="font-size: small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="font-size: small; text-align: center;">Approval must be obtained <u>before</u> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
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Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

INVOICE Number 1679

July 01, 2014

Mr. Donald Butler, Chief Administrator
Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Boulevard
 Port St. Joe, Florida 32456



Project Name: St. Joseph Peninsula Shorebird Monitoring Services -2014 to 2015
Project Number: 14-210
Invoice Period: February 15, 2014 to August 14, 2014

Description of Professional Services:

Item Description	Percent Complete This Period	Item-Total
Task 5.0. Shorebird Monitoring Program		
<i>Budget</i> \$ 5,800.00 (100.0%)		
<i>Prior Billing</i> \$ 0.00 (0.0%)		
<i>Available Balance</i> \$ 5,800.00 (100.0%)	50.0%	\$ 2,900.00
DUE WITHIN 30 DAYS OF RECEIPT		TOTAL INVOICE \$ 2,900.00

Thank you for the opportunity to be of service to the County. Please remit payment of **\$ 2,900.00** to the address shown in the letterhead. Should you have any questions regarding this invoice, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
 Principal Engineer

cc: Jennifer Jenkins, Gulf County Tourist Development Council
 Lynn Lanier, Deputy Administrator

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 SEP 17 PM 2:11

INVOICE Number 1680

July 31, 2014



Coastal, Marina & Water Resources Engineering
 543 Harbor Blvd., Suite 204
 Destin, Florida USA 32541
 850.654.1555 • (fax) 654.0550

Mr. Donald Butler, Chief Administrator
Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Boulevard
 Port St. Joe, Florida 32456

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA

14 SEP 17 PM 2:25

Project Name: St. Joseph Peninsula – Southern Beach Feasibility Investigation
Project Number: 13-210
Invoice Period: April 1, 2014 to May 31, 2014

Description of Professional Services:

Item Description	Percent Complete This Period	Item-Total
Task 1.3. Acoustic Doppler Current Profiler (ADCP)		
Budget	\$ 46,310.00 (100.0%)	
Prior Billing	\$ 32,417.00 (70.0%)	
Available Balance	\$ 13,893.00 (30.0%)	
	7.8%	\$3,612.18
Task 1.4. Tidal Elevation Measurements		
Budget	\$ 4,810.00 (100.0%)	
Prior Billing	\$ 3,607.50 (75.0%)	
Available Balance	\$ 1,202.50 (25.0%)	
	25.0%	\$1,202.50
Task 2.1. Numerical and Empirical Modeling		
Budget	\$ 37,770.00 (100.0%)	
Prior Billing	\$ 32,104.50 (85.0%)	
Available Balance	\$ 5,665.50 (15.0%)	
	15.0%	\$5,665.50
Task 2.2. Coastal Processes Analysis		
Budget	\$ 29,500.00 (100.0%)	
Prior Billing	\$ 23,600.00 (80.0%)	
Available Balance	\$ 5,900.00 (20.0%)	
	20.0%	\$5,900.00
DUE WITHIN 30 DAYS OF RECEIPT		
TOTAL INVOICE		\$ 16,380.18

Thank you for the opportunity to be of service to the County. Please remit payment of **\$ 16,380.18** to the address shown in the letterhead.

Should you have any questions regarding this invoice, please feel free to contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
 Principal Engineer

cc: Jennifer Jenkins, Gulf County Tourist Development Council
 Lynn Lanier, Deputy Administrator
 Towan Kopinsky, Grant Coordinator

INVOICE Number 1680
St. Joseph Peninsula – South Beach Feasibility Investigation

July 31, 2014

Billing Summary

Total Contract Budget:	\$290,730.00
Previous Billings Total: (Invoice #1648, #1656)	\$159,442.50
This Invoice (#1680):	\$16,380.18
Budget Remaining After This Invoice:	\$114,907.32

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 A.M., E.T.

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:09

September 1, 2014

Gulf County Board of County Commissioners
Chief Administrator's Office
Donald Butler, Chief Administrator
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Re: Professional Services Rendered
NLG File No.: 2200-005

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoice for professional services rendered in the above file number and matters.

Additionally, please note an invoice summary statement of the litigation and assigned special matters for the period of July and August 2014 has been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,
Novak Law Group, PLLC

Encl.

cc: Leanna Roberts, Gulf County Clerk's Office

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
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REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

14 SEP 17 PM 2:09

September 1, 2014

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services NLG File No.: 2200-005
July and August 2014 - (7/1/14 - 8/31/14)**

Summary of Invoices for Professional Services
Gulf County Litigation / Pending Litigation Matters

2200-005

-	Gulf County Litigation / Pending Litigation Matters (17 hrs. billed X \$140)	=	\$2,380.00
	Gulf County Litigation Expenses and Costs –		\$0.00
	Total Professional services		\$2,380.00

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

FAN SMILEY
District 4

WARREN YEAGER
District 5

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

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DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 P.M. E.T.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
14 SEP 17 PM 2:09

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 09/23/2014
Re: Board of Commissioners Advisory Board Application and Appointment Policy (Update)

Updated policy, procedure and application for Commission appointments to advisory boards within Gulf County. The following policy update has been drafted for this Board's review, consideration and discussion. Following this Board's review of the attached Gulf County Advisory Board Appointment Policy and thereafter any public discussion or comment in accordance with county ordinance no. 2013-07, this Board may consider the following or a version thereof for approval and adoption.

PURPOSE:

The purpose of the County Advisory Board Appointment Policy is to implement a uniform procedure and process for the Gulf County Commission to receive, review and appoint advisory board members and thereafter the county staff's administration and oversight of the members participation. The Board of County Commissioners have established procedure and process for the proper training of advisory board members of Florida Sunshine Law requirements as well as Gulf County's public records policy. This policy further establishes the application, appointment and volunteer's compliance with both county policy and State requirements.

AUTHORITY:

Florida Statutes, Section 125.01

DOCUMENTS INCLUDED IN POLICY (for consideration and adoption):

- 1) Policy
- 2) Attached "Application for appointment to Gulf County Advisory Board, Committee or Council"

GULF COUNTY ADVISORY BOARD APPOINTMENT POLICY:

1) Policy:

- a) Upon the vacancy or creation of an advisory board/committee seat within Gulf County, the Commission may receive, review and appoint individuals to serve in the advisory and/or volunteer capacity on behalf of and representative of the Gulf County community as deemed appropriate by the Gulf County Board of County Commissioners.
- b) The Commission shall appoint an individual by a majority vote of the Board to an advisory board or committee for a term defined by either county policy/guidelines or statute.
- c) An appointment to an advisory board or committee shall submit to the Board of County Commissioners in advance a completed "Application for appointment to Gulf County Advisory Board, Committee or Council". (attached hereto)
- d) Any successful appointment shall in his or her appointment process complete the adopted application form and the acknowledgement for compliance with county policy and state guidelines.
- e) *All county advisory board and committee members shall strictly comply and adhere to applicable Gulf County policies including but not limited to "Gulf County Sunshine and Open Public Meeting Policy" as well as the "Gulf County Public Records Policy" in addition to the initial State of Florida required financial disclosure filing of Florida Form 1 (those appointees defined by Section 112.3145(1)(a), F.S.) which may be secured and returned to the Gulf County Supervisor of Elections office within 30 days of appointment as well as filing a final Florida Form 1F within 60 days following the formal resignation or removal from a qualified board or committee.*

2. Other Countywide Policies:

This policy should be utilized in conjunction with all other applicable county policies that address appointments and compliance including but not limited to those recited above.

3. Effective Date

This policy shall become effective immediately upon adoption.

The foregoing policy was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote:

DULY PASSED AND ADOPTED THIS _____th day of September, 2014

ATTEST: Rebecca Norris
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
DEPUTY CLERK

BY: _____
Chairman Ward McDaniel

APPROVED AS TO FORM:

BY: _____
Jeremy T.M. Novak, County Attorney

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

Application for appointment to
Gulf County Advisory Board, Committee or Council

Name:

Date:

Gulf County Advisory Board or Council Vacancy that you are submitting this application for:

Organization/Business: _____

Business Address: _____

Home Address: _____

Telephone: _____

Email Address: _____

Business Website: _____

Are you a registered voter in Gulf County? Yes _____ No _____

How long have you lived in Gulf County? _____

Qualifications

Please describe your area of expertise and/or interest that will benefit the citizens of Gulf County, the Gulf County Board of County Commissioners in their duties to the citizens, and the other members of this advisory board or council. (Please attach additional information, resume and attachments to this application that you feel may be helpful in the Commission's review and consideration.)

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

JOANNA BRYAN
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
 850-227-1115 • 850-639-5717 • Fax 850-227-2097

September 3, 2014

Becky Norris
 Gulf County Clerk of the Court
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Dear Becky:

We are requesting Beach Patrol Funds in the amount of \$8,163.96. This is to pay for salaries, taxes and benefits related to Beach Patrol for September 2014. Attached is support for the amount requested. Please make the check payable to Gulf County Sheriff's Office.

If you have any questions, please feel free to contact me.

Sincerely,

Mike Harrison

Mike Harrison
 Gulf County Sheriff

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 SEP -3 PM 4: 25



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
850-227-1115 • 850-639-5717 • Fax 850-227-2097

September 2, 2014

Becky Norris
Gulf County Clerk of the Court
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

Dear Becky:

Attached please find a copy of payment and invoice for Creative Product Sourcing for D.A.R.E. books to be used in the Gulf County Schools to enhance awareness of crime prevention. We are requesting a refund for these expenses from the Gulf County Crime Prevention Funds as listed below.

Make check Payable to:

Gulf County Sheriff's Office

	<u>Amount</u>
Cost of Supplies (Invoice attached)	\$278.30

Thank you,

Mike Harrison

Mike Harrison
Sheriff

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 14 SEP -3 PM 4: 25

PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) on Monday, September 15, 2014 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, September 23, 2014 at 9:00 a.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

1. Variance - Ronald M. Jenne, Trustee - Parcel ID #06365-001R - Section 36, Township 8 South, Range 12 West - Gulf side White Sands Drive (Cape San Blas Shores) - 10' road setback to meet DEP.
2. Variance - Charles & Mary Dinatale - Parcel ID #06287-125R - Section 22, Township 9 South, Range 11 West - Jubilation Subdivision - 6' setback for new stairs.
3. Variance - Seawaters, LLC. - Parcel ID #06345-820R - Section 25, Township 8 South, Range 12 West - Secluded Dunes Drive - Request a 6' boardwalk within beach access easement.
4. Variance - Brian Reilly - Parcel ID #06364-004R - Section 36, Township 8 South, Range 12 West - Gulf side White Sands Drive (Cape San Blas Shores) - 10' road setback to meet DEP.
5. County Development Regulations and Policies
 - A. RV Ordinance discussion
 - B. Zoning discussion
6. Staff, Public and Open Discussion

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

Advertise It

Date: September 4, 2014 and September 11, 2014

Invoice: Gulf County Planning Department

Ad: 2014-80

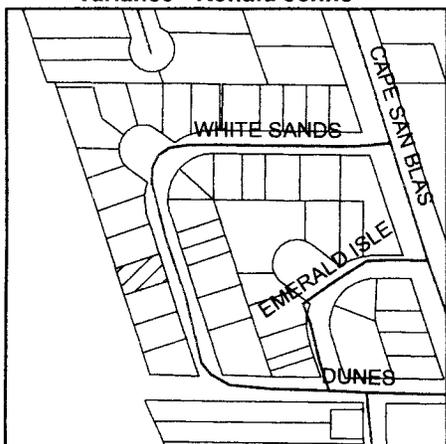
Size: **Headline no smaller than 18 point**

Must be at least 2 columns wide by 10 inches long

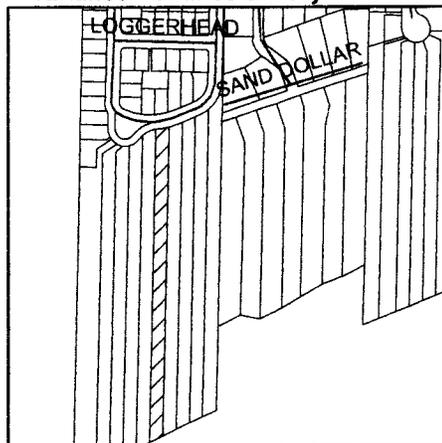
Must not appear in the newspaper portions where legal notices and classified advertisements appear

MAP

Variance - Ronald Jenne



Variance - Charles & Mary Dinatale



Variance - Seawaters, LLC



Variance - Brian Kelly

