

**West Volusia Hospital Authority**  
**BOARD OF COMMISSIONERS REGULAR MEETING**  
**October 20, 2016 5:00 p.m.**  
**DeLand City Hall Commission Chambers**  
**120 S. Florida Avenue, DeLand, FL**  
**AGENDA**

1. Call to Order
2. Opening Observance followed by a moment of silence
3. Approval of Proposed Agenda
4. Consent Agenda
  - A. Initial Budget Hearing September 15, 2016
  - B. Regular Meeting September 15, 2016
  - C. Final Budget Hearing September 27, 2016
5. Citizens Comments
6. Reporting Agenda
  - A. POMCO September Report – Written Submission
  - B. FQHC Report - Laurie Asbury, Executive Director, Northeast Florida Health Services, Inc. (NEFHS) d/b/a Family Health Source (FHS) September Report
    1. FHS response to 2015 Audited Financials
7. Discussion Items
  - A. Funding Agreements 2016-2017 per Final Budget Resolution 2016-008
    1. Healthy Communities Outreach Services (electronic copy)
    2. The Neighborhood Center (TNC) Outreach Services (electronic copy)
    3. Florida Department of Health (FDOH) Dental Services (electronic copy)
    4. The House Next Door (THND) Therapeutic Services (electronic copy)
    5. Rising Against All Odds (RAAO) HIV/Aids Outreach Services (electronic copy)
    6. Global Healthcare Systems Urgent Care services (attached)
    7. Global Healthcare Systems Primary Care services (electronic copy)
    8. Good Samaritan Clinic PCP/Dental Services (electronic copy)
    9. The House Next Door Prescreening Services (electronic copy)
    10. Community Legal Services of Mid-Florida (attached)
    11. Hispanic Health Initiative (attached)
    12. Northeast Florida Health Systems d/b/a Family Health Source (FHS) Consolidated Clinics (electronic copy)
    13. FHS Pharmacy Services (electronic copy)
    14. FHS Prenatal Care Services (electronic copy)
  - B. Funding Applications Pending Final Approval
    1. Healthy Start Coalition of Flagler and Volusia (HSCFV) Family Services Coordinator
    2. HSCFV Women's Intervention Specialist/Neonatal Outreach Specialist (WIS/NOS)
    3. Stewart-Marchman-Act (SMA) Baker Act
    4. SMA ARNP @ THND
    5. SMA Homeless Program
    6. SMA Residential Treatment Beds
    7. Rising Against All Odds Prescreening Services
  - C. New Services Funding Access Applications Received
    1. Global Youth & Community Programs, Inc. \$144,428.00
    2. Disability Solutions for Independent Living, Inc. \$115,400.00
  - D. Julie Barrow, Executive Director-One Voice for Volusia
  - E. Tentatively Scheduled Meetings 2017
  - F. Follow Up Items
    1. West Plymouth Avenue Medical Center Architectural Committee Update-Ted Small
    2. Marketing Strategies Update
    3. D&O Quotes
8. Finance Report
  - A. September Financials
9. Legal Update
10. Commissioner Comments
11. Adjournment

**WEST VOLUSIA HOSPITAL AUTHORITY**  
**Board of Commissioners Initial Budget Hearing**  
1006 N. Woodland Blvd., DeLand, FL  
September 15, 2016  
DeLand, Florida  
5:05 p.m.

**Those in Attendance:**

Commissioner Kathie D. Shepard  
Commissioner Barb Girtman  
Commissioner Robert Mann  
Commissioner Ross Dickinson

**Absent:**

Commissioner Andy Ferrari

**Others Present:**

Attorney for the Authority: Ted Small, Law Office of Theodore W. Small, P.A.  
Accountant for the Authority: Ron Cantlay, Dreggors, Rigsby & Teal (DRT)  
Administrative Support: Eileen Long, DRT

**Call to Order**

Chair Girtman called the meeting to order and confirmed that a quorum was established and that Commissioner Ferrari was expected to arrive late. The meeting took place in the Conference Room of Dreggors, Rigsby and Teal, 1006 N. Woodland Blvd., DeLand, Florida, having been legally noticed on the TRIM Notice mailed by the Volusia County Property Appraiser.

Chair Girtman established a quorum and explained the procedures regarding the Initial Budget Hearing.

**Millage proposal**

Chair Girtman asked for discussion of the proposed millage necessary to fund the budget for Fiscal Year 2016-2017.

Chair Girtman moved to public comment.

There were none.

Chair Girtman asked for Commissioner discussion.

There was Board consent to adopt the rolled back rate of 1.5900 during this initial budget hearing.

Attorney Ted Small read the Public Announcement of the West Volusia Hospital Authority 2016-2017 Tentative Millage Rate.

**Resolution 2016 – 004** Mr. Small read for the record Resolution of the West Volusia Hospital Authority to Adopt the 2016-2017 Tentative Millage, Resolution 2016-004 (See attached).

**Motion 099 - 2016** Commissioner Shepard motioned to adopt the Resolution 2016-004 of the West Volusia Hospital Authority to adopt the tentative millage rate of 1.5900 as read into the record by Mr. Small. Commissioner Dickinson seconded the motion.

Roll Call:

|                        |     |
|------------------------|-----|
| Commissioner Dickinson | Yes |
| Chair Girtman          | Yes |
| Commissioner Mann      | Yes |
| Commissioner Shepard   | Yes |

The motion passed unanimously.

#### **Discussion of Tentative Budget**

Chair Girtman asked the Board if there was any discussion regarding the proposed budget for FY 2016-2017.

Mr. Cantlay reviewed the 2016-2017 tentative budget presented for consideration.

Chair Girtman moved to public comment.

There were none.

Chair Girtman invited the Board to engage in further discussion regarding the tentative budget.

There was discussion to remove dollars from the Hospitals Physician Services budgeted line item from \$325,000.00 to reflect more accurately what it has trended historically of roughly \$225,000.00. The \$100,000.00 reduction would be moved to the Other Healthcare budgeted line item should the hospitals reach that utilization.

**Motion 100 – 2016** Commissioner Dickinson motioned to move \$100,000.00 from the Hospital Physician Services line item and place it in the Other Healthcare budgeted line item, to make it available to the hospitals should the need arise. Commissioner Mann seconded the motion. The motion passed unanimously.

**Resolution 2016 – 005** Mr. Small read for the record the Resolution of the West Volusia Hospital Authority to Adopt the 2016-2017 Tentative Budget, Resolution 2016-005 (See attached).

**Motion 101 - 2016** Commissioner Shepard motioned to adopt Resolution 2016 – 005 reflecting the rolled back rate of 1.5900 and reflecting a budget of \$17,996,855.00. Commissioner Mann seconded the motion.

Roll Call:

|                        |     |
|------------------------|-----|
| Commissioner Dickinson | Yes |
| Chair Girtman          | Yes |
| Commissioner Mann      | Yes |
| Commissioner Shepard   | Yes |

The Resolution passed unanimously.

#### **Publication of Public Notices**

Chair Girtman asked the Board to formally set the date of public hearing to adopt the final millage rate and final budget. The date previously proposed for this final hearing is Tuesday, September 27, 2016 at 5:05 p.m. The publication of the public notice shall publish on Thursday, September 22, 2016.

**Resolution 2016 - 006** Mr. Small read for the record the Resolution of the West Volusia Hospital Authority to formally set the date of public hearing to make a final decision on the budget and taxes on Tuesday, September 27, 2016 at 5:05 p.m. at the Conference Room of Dreggors, Rigsby and Teal, 1006 N. Woodland Blvd., Deland, Florida, Resolution 2016-006 (See attached).

**Motion 102 – 2016** Commissioner Shepard motioned to adopt Resolution 2016 - 006 as read into the public record by Mr. Small. Commissioner Mann seconded the motion.

Roll Call:

|                        |     |
|------------------------|-----|
| Commissioner Dickinson | Yes |
| Chair Girtman          | Yes |
| Commissioner Mann      | Yes |
| Commissioner Shepard   | Yes |

The Resolution passed unanimously.

There being no further business to come before the Board, the meeting was adjourned.

Adjournment

Barb Girtman, Chair



**WEST VOLUSIA HOSPITAL AUTHORITY  
WVHA BOARD OF COMMISSIONERS REGULAR MEETING**

Dreggors, Rigsby & Teal  
1006 N. Woodland Blvd., DeLand FL  
September 15, 2016  
DeLand, Florida

Commencing at the conclusion of the Initial Budget Hearing

**Those in Attendance:**

Commissioner Robert Mann  
Commissioner Ross Dickinson  
Commissioner Barb Girtman  
Commissioner Kathie D. Shepard

**Absent:**

Commissioner Andy Ferrari

**CAC Present:**

Michael Ray  
Voloria Manning

**Others Present:**

Attorney for the Authority: Ted Small, Law Office of Theodore W. Small, P.A.  
Accountant for the Authority: Ron Cantlay, Dreggors, Rigsby & Teal (DRT)  
Administrative Support: Eileen Long, DRT

**Call to Order**

Chair Girtman called the meeting to order. The meeting took place at Dreggors, Rigsby and Teal, P.A. located at 1006 N. Woodland Blvd., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County. Chair Girtman opened the meeting with a moment of silence and followed with The Pledge of Allegiance.

**Approval of Proposed Agenda**

**Motion 103 – 2016** Commissioner Dickinson motioned to approve the amended agenda, adding additional Discussion Items 7. G. and H. Commissioner Mann seconded the motion. The motion passed unanimously.

**Consent Agenda**

**Approval of Minutes – Regular Meeting August 18, 2016**

**Motion 104 – 2016** Commissioner Dickinson motioned to approve the minutes of the Regular Meeting of August 18, 2016 with the errata sheet changes. Commissioner Shepard seconded the motion. The motion passed unanimously.

**Citizens Comments**

There were four.

**Reporting Agenda**

## **POMCO August 2016 Report – Written Submission**

There was discussion that enrollment was up by 100 WVHA HealthCard members, and was at the highest enrollment numbers since before the Affordable Care Act. The current budget and the proposed budget for FYE 2016-2017 were both based upon the estimated enrollment numbers of 1,500. This month enrollment has hit 1,349.

### **FQHC Report - Laurie Asbury, CEO**

- **Northeast Florida Health Services, Inc. d/b/a Family Health Source (FHS) August Report**

Ms. Paula Yaryan, NEFHS addressed the Board requesting a letter of support from the WVHA Board for their Federal Funding SAC (Service Area Competition) grant.

Chair Girtman asked about the NEFHS audited financials for FYE 2015 where there were some comments that NEFHS was required to respond to. How comfortable is NEFHS with the comments made and their ability to address them?

Ms. Yaryan reinforced that this was the audit for 2015, during which time NEFHS underwent an administrative overhaul and significant employee turnover. They have put into place a new CPA firm that now handles their books, Mr. Greg LeFils, CPA.

Mr. Small suggested that Ms. Yaryan ask Ms. Laurie Asbury, CEO, NEFHS to send a letter of reassurance to the WVHA Board stating that there is not anything that NEFHS is aware of that would affect the level, quality or volume of services provided in the coming year.

Commissioner Dickinson also requested that NEFHS add to the monthly Board report submittal a breakdown of the type of services provided, in addition to their current reporting of services provided by provider type.

Ms. Yaryan stated that she would communicate the request to Ms. Laurie Asbury in regards to the letter of reassurance and she would add services provided to the NEFHS monthly Board report submittal.

Commissioner Dickinson wanted the letter of reassurance to come from the NEFHS Board to the WVHA Board.

Mr. Nigel Hinds addressed the Board explaining that the NEFHS Board only just met this past Monday.

Commissioner Dickinson said that it could come from the NEFHS Executive Committee.

### **Discussion Items**

#### **Board authorization for Chair Girtman to sign the TRIM Form DR-487 Certification of Compliance**

**Motion 105 - 2016** Commissioner Dickinson motioned to authorize the Chair to sign the TRIM Form DR-487 Certification of Compliance. Commissioner Mann seconded the motion. The motion passed unanimously.

**Announce Final Budget Hearing Tuesday, September 27, 2016 commencing at 5:05 p.m. located at 1006 N. Woodland Blvd. DeLand, FL**

Chair Girtman made the above announcement.

**Good Samaritan Clinic Response to request made by Commissioner Shepard regarding dental dated September 7, 2016**

Ms. Mary Gusky, Administrator, Good Samaritan Clinic (GSC) stated that she met with Commissioner Shepard regarding GSC not billing for comprehensive dental services in their upcoming WVHA funding contract for fiscal year 2016-2017. Ms. Gusky was discussing this with a GSC Board member who felt that this needed to be brought before the GSC Board of Commissioners since this was going to impact GSC financially. What Ms. Gusky has submitted to the WVHA Board of Commissioners are the comments from the GSC Board of Commissioners.

Commissioner Shepard was concerned that by paying for general dentistry for the population that utilizes the GSC leaves the WVHA open to the Health Department to request this same type of funding. There would be a huge demand and she did not believe there was a rational basis to just limiting these services at GSC and the liability that the WVHA would be subjecting the Board to is unknown should these services continue to be reimbursed at GSC. Commissioner Shepard wanted to stop funding general dentistry for GSC.

**Motion 106 – 2016** Commissioner Shepard motioned to stop funding general dentistry for GSC.

There was discussion regarding the merits of providing general dentistry while also being good stewards of the taxpayer money.

Commissioner Mann seconded Commissioner Shepard's motion 106 - 2016.

Commissioner Shepard and Mann voted affirmatively, Chair Girtman and Commissioner Dickinson were opposed. The motion failed.

**Motion 107 – 2016** Commissioner Shepard motioned to open up general dentistry for the entire WVHA population, all 1,349 members. Commissioner Dickinson seconded the motion.

There was discussion that the FDOH had originally requested \$300,000.00 and the WVHA Board reduced it to \$200,000.00 anticipating that the Board was not going to approve general dentistry. It was agreed that the Board would proceed with the \$200,000.00, having already placed \$100,000.00 in the Other Healthcare budgeted line item should the FDOH need to come back before the Board to request that additional \$100,000.00.

Commissioner Shepard withdrew her motion 107 -2016.

**Motion 108 – 2016** Commissioner Dickinson reinstated Commissioner Shepard's motion to open up funding for general dentistry for the entire HealthCard population, currently 1,349 members. Commissioner Mann seconded the motion.

There was further discussion that the Board should move \$100,000.00 from Other Healthcare back into the budgeted line item for the FDOH dental services.

**Motion 108 – 2016 (AMENDED)** Commissioner Dickinson reinstated Commissioner Shepard's motion to open up funding for general dentistry for the entire HealthCard population, currently 1,349 members. Further that \$100,000.00 be moved from the Other Healthcare budgeted line item and placed back in the FDOH budgeted line item. Commissioner Mann seconded the amended motion. Commissioners Dickinson, Mann and Girtman voted in the affirmative. Commissioner Shepard was opposed. The motion carried.

**Disposition WVHA 4 drawer file cabinet quantity 2**

**Motion 109 – 2016** Commissioner Shepard motioned to donate the file cabinets to The Neighborhood Center. Commissioner Dickinson seconded the motion. The motion passed unanimously.

**Eleventh Addendum to the Primary Care Physicians Indigent Hospital Patient Program Reimbursement Agreement-FHD/FHFM**

Chari Girtman reminded all present that this Eleventh Addendum was reduced by \$100,000.00 during the Initial Budget Hearing and that \$100,000.00 was moved to the Other Healthcare budgeted line item should the hospital exhaust their remaining balance.

**Motion 110 – 2016** Commissioner Mann motioned to approve the Eleventh Addendum to the Primary Care Physicians Indigent Hospital Patient Program Reimbursement Agreement between the WVHA and Florida Hospital DeLand/Florida Hospital Fish Memorial. Commissioner Dickinson seconded the motion. The motion passed unanimously.

**Revised Tentative Meeting Schedule 2016**

Ms. Long explained that the revised schedule reflects the addition of the New Services Applicant Workshop that was already held on September 13, 2016 and it also reflects the Final Budget Hearing that is scheduled to be held on Tuesday, September 27, 2016 here in the offices of Dreggors, Rigsby and Teal, commencing at 5:05 p.m.

**NEFHS Letter of Support (attached) Board Authorization for Chair to sign**

**Motion 111 – 2016** Commissioner Shepard motioned to approve the Letter of Support that was presented and placed on the table for each Commissioner (attached). Commissioner Mann seconded the motion. The motion passed unanimously.

**Rising Against All Odds (RAAO) requesting additional funding \$23,431.96**

Ms. Brenda Flowers, President of RAAO submitted a request for \$23,431.96 of additional funding for FYE 2016.

There was discussion regarding how RAAO tracks encounters and how RAAO is compensated by the WVHA for providing services.

**Motion 112 – 2016** Commissioner Shepard motioned to increase RAAO's funding for FYE 2016 by \$23,431.96. Commissioner Mann seconded the motion. Commissioner Shepard, Mann and Girtman voted in the affirmative. Commissioner Dickinson was opposed. The motion carried.

Commissioner Dickinson explained that it wasn't anything personal against Ms. Flowers or her organization, he just wasn't confident with her agencies administrative abilities, operations and their ability to know where they stand.

Commissioner Shepard asked Commissioner Dickinson if he would be willing to volunteer his professional knowledge and mentor Ms. Flowers and RAAO to help them improve their administrative services.

Commissioner Dickinson said that he would gladly help Ms. Flowers and RAAO to improve their administrative services.

Chair Girtman also stated that there were expectations that RAAO would seek other funding sources and not to only rely upon WVHA funding.

### **Follow Up Items**

- **Marketing Strategy Proposal due noon on Wednesday, September 7, 2016**

There were three proposals (attached) and only three agency representatives were in attendance for two of the three proposals.

Ms. Ann Flowers, Founder and CEO of I Love Volusia, an online publication addressed the board explaining her services.

There was Board consent to provide Ms. Flowers with the WVHA tri-fold brochures to hand out at the events that she attends.

There was Board discussion and general consent that none of the marketing proposals properly targeted the WVHA indigent population and their limited access to computers and technology.

14 Advertising Agency.com did not have a representative to present their proposal.

Mr. Harper Hill and Mr. Will Hollis of Hill and Hollis Enterprises, Inc. provided a formal presentation to the Board of their marketing proposal. Mr. Hill explained that their proposal was reaching out to the entire West Volusia Hospital Taxing district population, indigent residents as well as property owners and tax payers, to educate them on who the WVHA is and what the WVHA provides to the community.

Mr. Hill explained that they are very engaged with several of the WVHA community partners, including The Neighborhood Center, Florida Hospital DeLand, and the Good Samaritan Clinic. Their proposal is designed to engage their audience and provoke

questions. They have researched the WVHA website, they researched with several of the WVHA funded agencies. What does the average tax payer know about the dollars that they are spending and how the WVHA is impacting West Volusia County. It's not just about educating your clients, it's about educating the tax payer. They want to directly involve local law enforcement informing them about what the WVHA does, churches and other community groups and community leaders, providing them with physical marketing materials to be handed out at the front lines. They would like to develop a new WVHA website and make it possible to complete a WVHA HealthCard application online.

Mr. Hill concluded by explaining that the WVHA can pursue this proposal as an "a la carte plan" and pick and choose what the WVHA wants to include and what they don't want to include, it's negotiable.

Commissioner Dickinson said that the WVHA does not know how to pursue a marketing strategy and that's why they requested these proposals. He felt it was important to let the tax payers know who and what the WVHA is and what the WVHA does for the community with the tax payer dollars.

Commissioner Shepard explained that it was really difficult to even set up a WVHA website.

Commissioner Mann remained concerned with the WVHA clientele and their awareness of the WVHA services.

Mr. Small requested of Mr. Hill a copy of a sample agreement, since Mr. Hill had previously stated that there was some agreement that they normally send out to their new clients and to define their specific services.

Ms. Claudia Roth addressed the Board explaining if they are considering spending tax payer dollars to be certain not to "re-invent the wheel". Commissioner Dickinson touched on this when he referenced the United Way and their collaborative marketing materials. The United Way has 211.org, the Sheriff's Department and the police departments also have their list of resources. The City of DeLand has a person in Spring Hill whose soul existence is to get people in touch with The House Next Door and with the social services agencies that are represented tonight in this room. 211 is not just a website, it's a phone number that can connect people with subsidized child care, healthcare services, etc., the United Way just received a grant a few years ago to improve upon these services.

- **West Plymouth Avenue Architectural Committee update – Ted Small**

Mr. Small updated the Board regarding the Architectural Committee and that Tyler Spore has nominated himself to fill the vacancy. Mr. Small asked the Board how they would like to proceed and would they want to take on and pursue the nomination process to fill this vacancy?

Commissioner Shepard volunteered that she would willingly pursue the nomination to fill the Architectural Committee vacancy.

**Motion 113 – 2016** Commissioner Mann motioned to nominate Commissioner Shepard to fill the vacancy on the Architectural Committee. Commissioner Dickinson seconded the motion. The motion passed unanimously.

- **Director's and Officer's Liability Inquiries**

Chair Girtman had requested that the administrative staff pursue this quote on behalf of the WVHA Board of Commissioners. Chair Girtman continued that so far only one quote has come in and it was a bit high. She wanted to pursue more quotes and find out what types of coverage other municipalities have.

Mr. Small believed an insurance expert was needed to comprehend these quotes.

There was consent that this would come back before the Board at the next Board meeting.

- **Legislative Matters HB 479**

Ms. Long explained that the deadline for Board meeting materials will be pushed back one day to the Tuesday the week before the scheduled Board meeting by noon.

Mr. Small recommended that if any agency needs to present something to the Board that requires any type of legal review that the agency representatives should strive to get that to Mr. Small well in advance of the meeting materials deadline.

### **Financial Report**

Mr. Ron Cantlay, DRT reviewed for the Board the August financial statements (See attached).

**Motion 114 - 2016** Commissioner Mann motioned to pay bills totaling \$2,301,613.54 (See attached). Commissioner Shepard seconded the motion. The motion passed unanimously.

### **Legal Update**

Mr. Theodore Small submitted his legal update memorandum dated September 6, 2016 (See attached).

Mr. Small wanted to emphasize for the Board and potential funded agencies that it should be understood that even after the final budget is approved, the agencies still have to have an executed funding agreement that authorizes any expenditures of WVHA funds and that those agencies do not spend that money until those funding agreements are approved by each agencies Board and attorneys and then finally approved and executed by this the WVHA Board of Commissioners.

### **Commissioner Comments**

There being no further business to come before the Board, the meeting was adjourned.

Adjournment  
Barb Girtman, Chair

**WEST VOLUSIA HOSPITAL AUTHORITY**  
**Board of Commissioners Final Budget Hearing**  
**September 27, 2016**  
**1006 N. Woodland Blvd.,**  
**DeLand, Florida**  
**5:05 p.m.**

**Those in Attendance:**

Commissioner Andy Ferrari  
Commissioner Kathie D. Shepard  
Commissioner Robert Mann  
Commissioner Ross N. Dickinson  
Commissioner Barb Girtman

**Others Present:**

Attorney for the Authority: Ted Small, Law Office of Theodore W. Small, P.A.  
Accountant for the Authority: Al Powers, Ron Cantlay, Dreggors, Rigsby & Teal (DRT)  
Administrative Support: Eileen Long, DRT

**CAC Members Present:**

Dolores Guzman

**Call to Order**

Chair Girtman called the meeting to order and confirmed that a quorum was established. The meeting took place in the conference room of Dreggors, Rigsby and Teal, 1006 N. Woodland Blvd., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County.

Chair Girtman explained the procedures regarding the Final Budget Hearing and stated for the public record that a quorum was established.

**Millage Proposal**

Chair Girtman asked for discussion of the proposed millage necessary to fund the budget for Fiscal Year 2016-2017.

There were no public requests to address the Board of Commissioners (BOC) regarding the proposed millage rate.

There was Board consent to set the millage rate at the rolled-back rate of 1.5900.

Chair Girtman read for the record the Public Announcement of the West Volusia Hospital Authority 2016-2017 adopting the Millage rate of 1.5900 mills (attached).



**Resolution 2016 – 007** Chair Girtman read for the record The Resolution of the West Volusia Hospital Authority to adopt the 2016-2017 Final Millage, Resolution 2016-007 (attached).

**Motion 115 - 2016** Commissioner Ferrari motioned to adopt Resolution 2016 – 007 the millage rate at the rolled-back rate of 1.5900. Commissioner Dickinson seconded the motion.

Roll Call:

|                        |     |
|------------------------|-----|
| Commissioner Dickinson | Yes |
| Chair Girtman          | Yes |
| Commissioner Ferrari   | Yes |
| Commissioner Mann      | Yes |
| Commissioner Shepard   | Yes |

The Resolution was adopted unanimously.

#### **Discussion of Budget Fiscal Year 2016-2017**

Chair Girtman invited public comment regarding the budget.

There was one.

Chair Girtman asked the Board if there was any discussion regarding the proposed budget for FY 2016-2017.

Mr. Cantlay reviewed the budget as established during the Initial Budget Hearing. Mr. Cantlay suggested that the Board might want to revisit two budgeted line items; the Marketing Budget line item and those potential additional funded agencies that participated in the New Access Point Funding Applicant Workshop, that the Board does not yet know how much additional funding will be requested.

There was much Board discussion regarding the budget and specific budgeted line items and there was Board consent to add an additional \$100,000.00 to the Other Operating budgeted line item.

There was further discussion that the Board was not clear on how much they were going to fund the new applications for funding, Community Legal Services, Global Healthcare Systems-Urgent Care services or Hispanic Health Initiatives. There was Board consensus that each new funded agency must show a direct connection to healthcare or access to healthcare.

There was further discussion regarding the Hispanic Health Initiative and how they would proceed with billing for case management services to the WVHA.

Mr. Small stressed that it was his expectation that the funding application as submitted by the Hispanic Health Initiative was submitted reflecting a fee-for-service of \$184 per unit of service. He further stated that it was his hope that the Hispanic Health Initiative did not anticipate billing the WVHA that fee-for-service per person who attends any of the educational classes that had been mentioned.

Chair Girtman invited public comment regarding the budget.

There were none.

**Resolution 2016 – 008** Chair Girtman read for the record The Resolution of the West Volusia Hospital Authority to Adopt the 2016-2017 Final Budget to establish the final operating budget for FYE 2016-2017 of \$18,096,855.00, Resolution 2016-008 (attached).

**Motion 116 – 2016** Commissioner Ferrari motioned to adopt Resolution 2016 – 008 establishing a final budget for FYE 2016-2017 of \$18,096,855.00. Commissioner Shepard seconded the motion.

Roll Call:

|                        |     |
|------------------------|-----|
| Commissioner Dickinson | Yes |
| Chair Girtman          | Yes |
| Commissioner Ferrari   | Yes |
| Commissioner Mann      | Yes |
| Commissioner Shepard   | Yes |

The Resolution was adopted unanimously.

There being no further business to come before the Board, the meeting was adjourned.

Adjournment

Barb Girtman, Chair



POMCO

October 20, 2016

Submission Report for WVHA Board Members

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## Enrollment Processing

Applications Received by Fiscal Year for the Period of 1/1/2016 to Present

### Applications Received 01/01/2016 - Present

| FiscalYr    | Month Received | APPROVED | DENIED | PENDING | Grand Total | Approval Percentage |
|-------------|----------------|----------|--------|---------|-------------|---------------------|
| FY1516      | 201601         | 285      | 50     | 0       | 335         | 85.07%              |
|             | 201602         | 233      | 30     | 1       | 264         | 88.26%              |
|             | 201603         | 232      | 60     | 0       | 292         | 79.45%              |
|             | 201604         | 193      | 58     | 0       | 251         | 77.82%              |
|             | 201605         | 181      | 60     | 0       | 241         | 75.10%              |
|             | 201606         | 264      | 57     | 0       | 321         | 82.24%              |
|             | 201607         | 298      | 53     | 0       | 351         | 84.90%              |
|             | 201608         | 269      | 34     | 10      | 313         | 85.94%              |
|             | 201609         | 177      | 13     | 99      | 289         | 62.25%              |
| Grand Total |                | 2132     | 415    | 110     | 2657        | 80.24%              |

Applications Processed by Fiscal Year – Approval Percentage

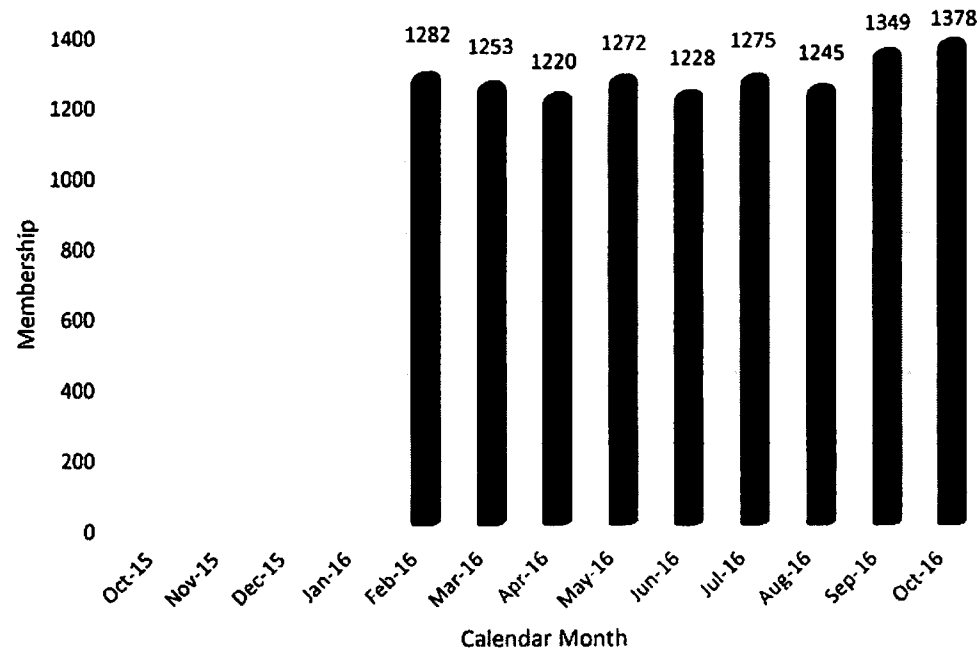
| Fiscal Year | Applications Processed | Average Approval Percentage |
|-------------|------------------------|-----------------------------|
| FY1516      | 2657                   | 80.24%                      |

## Enrollment Applications – Denial Summary Report

| Period                                    | Approved |         | Denied |         | Pending |         | Total Apps |
|---|----------|---------|--------|---------|---------|---------|------------|
|   | Apps     | Pctg    | Apps   | Pctg    | Apps    | Pctg    |            |
| FY1516                                    | 2132     | 80.24%  | 415    | 15.62%  | 110     | 4.14%   | 2657       |
| 201601                                    | 285      | 85.07%  | 50     | 14.93%  | 0       | 0.00%   | 335        |
| Active Eligible                           | 285      | 100.00% |        | 0.00%   |         | 0.00%   | 285        |
| Declined - Not Elig for Plan              |          | 0.00%   | 22     | 100.00% |         | 0.00%   | 22         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 17     | 100.00% |         | 0.00%   | 17         |
| Terminated - Member has Medicaid Coverage |          | 0.00%   | 10     | 100.00% |         | 0.00%   | 10         |
| Terminated - Member has Other Coverage    |          | 0.00%   | 1      | 100.00% |         | 0.00%   | 1          |
| 201602                                    | 233      | 88.26%  | 30     | 11.36%  | 1       | 0.38%   | 264        |
| Active Eligible                           | 233      | 100.00% |        | 0.00%   |         | 0.00%   | 233        |
| Declined - Not Elig for Plan              |          | 0.00%   | 14     | 100.00% |         | 0.00%   | 14         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 15     | 100.00% |         | 0.00%   | 15         |
| Terminated - Member has Medicaid Coverage |          | 0.00%   | 1      | 100.00% |         | 0.00%   | 1          |
| Pending - Multiple Reasons                |          | 0.00%   |        | 0.00%   | 1       | 100.00% | 1          |
| 201603                                    | 232      | 79.45%  | 60     | 20.55%  | 0       | 0.00%   | 292        |
| Active Eligible                           | 232      | 100.00% |        | 0.00%   |         | 0.00%   | 232        |
| Declined - Not Elig for Plan              |          | 0.00%   | 34     | 100.00% |         | 0.00%   | 34         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 24     | 100.00% |         | 0.00%   | 24         |
| Declined - Application Withdrawn          |          | 0.00%   | 2      | 100.00% |         | 0.00%   | 2          |
| 201604                                    | 193      | 76.89%  | 58     | 23.11%  | 0       | 0.00%   | 251        |
| Active Eligible                           | 193      | 100.00% |        | 0.00%   |         | 0.00%   | 193        |
| Declined - Not Elig for Plan              |          | 0.00%   | 28     | 100.00% |         | 0.00%   | 28         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 26     | 100.00% |         | 0.00%   | 26         |
| Declined - Unknown                        |          | 0.00%   | 2      | 100.00% |         | 0.00%   | 2          |
| Terminated - Member has Medicaid Coverage |          | 0.00%   | 2      | 100.00% |         | 0.00%   | 2          |
| Pending - Multiple Reasons                |          | 0.00%   |        | 100.00% |         | 0.00%   | 0          |
| 201605                                    | 181      | 75.10%  | 60     | 24.90%  | 0       | 0.00%   | 241        |
| Active Eligible                           | 181      | 100.00% |        | 0.00%   |         | 0.00%   | 181        |
| Declined - Not Elig for Plan              |          | 0.00%   | 21     | 100.00% |         | 0.00%   | 21         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 38     | 100.00% |         | 0.00%   | 38         |
| Declined - MEMBER HAS OTHER COVERAGE      |          | 0.00%   | 1      | 0.00%   |         | 0.00%   | 1          |
| 201606                                    | 264      | 82.24%  | 57     | 17.76%  | 0       | 0.00%   | 321        |
| Active Eligible                           | 264      | 100.00% |        | 0.00%   |         | 0.00%   | 264        |
| Declined - Not Elig for Plan              |          | 0.00%   | 23     | 100.00% |         | 0.00%   | 23         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 34     | 100.00% |         | 0.00%   | 34         |
| Terminated - Member has Medicaid Coverage |          | 0.00%   | 1      | 100.00% |         | 0.00%   | 1          |
| Pending - Multiple Reasons                |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| 201607                                    | 298      | 84.90%  | 53     | 15.10%  | 0       | 0.00%   | 351        |
| Active Eligible                           | 298      | 100.00% |        | 0.00%   |         | 0.00%   | 298        |
| Declined - Member Exceeds Income Level    |          | 0.00%   | 2      | 100.00% |         | 0.00%   | 2          |
| Declined - Member Has Medicaid Coverage   |          | 0.00%   | 1      | 100.00% |         | 0.00%   | 1          |
| Declined - Not Elig for Plan              |          | 0.00%   | 32     | 100.00% |         | 0.00%   | 32         |
| Declined - Req'd Documentation Missing    |          | 0.00%   | 18     | 100.00% |         | 0.00%   | 18         |
| Pending - Multiple Reasons                |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| 201608                                    | 269      | 85.94%  | 34     | 10.86%  | 10      | 3.19%   | 313        |
| Active Eligible                           | 269      | 100.00% |        | 0.00%   |         | 0.00%   | 269        |
| Declined - Member Exceeds Asset Level     |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| Declined - Not Elig for Plan              |          | 0.00%   | 34     | 100.00% |         | 0.00%   | 34         |
| Terminated - Req'd Documentation Missing  |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| Pending - Multiple Reasons                |          | 0.00%   |        | 0.00%   | 10      | 100.00% | 10         |
| 201609                                    | 177      | 61.25%  | 13     | 4.50%   | 99      | 34.26%  | 289        |
| Active Eligible                           | 177      | 100.00% |        | 0.00%   |         | 0.00%   | 177        |
| Declined - Member Exceeds Asset Level     |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| Declined - Not Elig for Plan              |          | 0.00%   | 13     | 100.00% |         | 0.00%   | 13         |
| Terminated - Req'd Documentation Missing  |          | 0.00%   |        | 0.00%   |         | 0.00%   | 0          |
| Pending - Multiple Reasons                |          | 0.00%   |        | 0.00%   | 99      | 100.00% | 99         |

Note that because patients can and do become eligible and/or terminate every day of the month, when reporting by month, the most current status only will be reflected on the monthly reports. If a member is approved but then is denied/termed in the same or subsequent month, the status of denied/termed will be reported and the approved status will be removed.

WVHA Health Card Program Eligibility – by Calendar Month – as of October 1, 2016



Eligibility reported above reflects eligibility as of the first of each month.

As of October 1, 2016, total program eligibility was 1,378 patients.

# WVHA Enrollment by Fiscal Year – as of October 1, 2016

## WVHA Enrollment By Fiscal Year

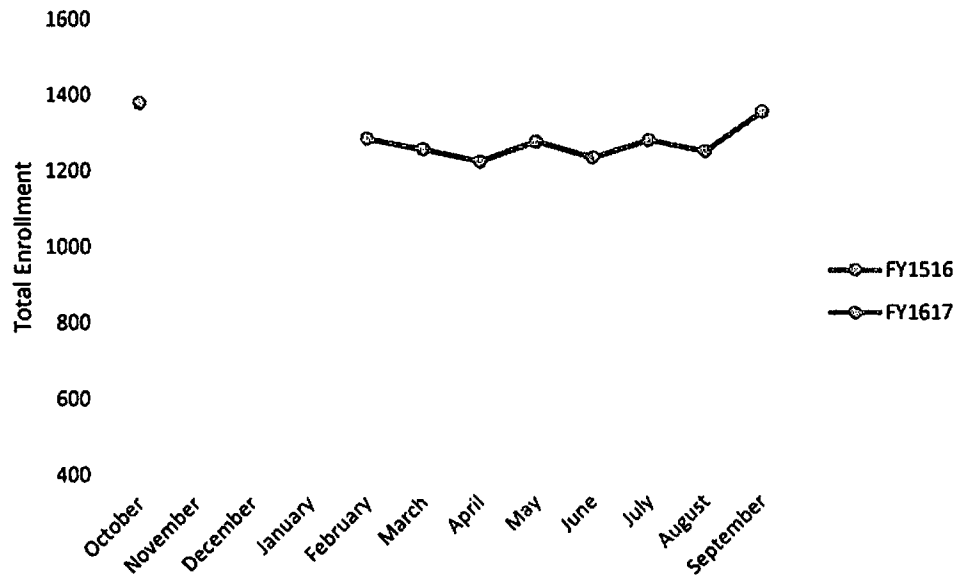
### Month of Fiscal Year FY1516

|                    |               |
|--------------------|---------------|
| October            |               |
| November           |               |
| December           |               |
| January            |               |
| February           | 1,282         |
| March              | 1,253         |
| April              | 1,220         |
| May                | 1,272         |
| June               | 1,228         |
| July               | 1,275         |
| August             | 1,245         |
| September          | 1,349         |
| <b>Grand Total</b> | <b>10,124</b> |

## WVHA Enrollment By Fiscal Year

### Month of Fiscal Year FY1617

|                    |              |
|--------------------|--------------|
| October            | 1,378        |
| November           |              |
| December           |              |
| January            |              |
| February           |              |
| March              |              |
| April              |              |
| May                |              |
| June               |              |
| July               |              |
| August             |              |
| September          |              |
| <b>Grand Total</b> | <b>1,378</b> |





## Medical and Prescription Drug Claim Data

Pharmacy Claims by Fiscal Year by Service Month (Month Prescription Filled)

|             | FY1516       |                                      |              |                         |                       |
|-------------|--------------|--------------------------------------|--------------|-------------------------|-----------------------|
| Month       | Drug Costs   | Dispensing<br>Fee Less<br>Copayments | Total Costs  | Total<br>Rx's<br>Filled | Avg<br>Cost<br>Per Rx |
| October     |              |                                      |              |                         |                       |
| November    |              |                                      |              |                         |                       |
| December    | \$28,544.82  | \$28,938.00                          | \$57,482.82  | 2,067                   | \$27.81               |
| January     | \$20,145.97  | \$25,690.00                          | \$45,835.97  | 1,835                   | \$24.98               |
| February    | \$21,408.85  | \$29,190.00                          | \$50,598.85  | 2,085                   | \$24.27               |
| March       | \$21,597.93  | \$29,190.00                          | \$50,787.93  | 2,085                   | \$24.36               |
| April       | \$22,829.30  | \$29,540.00                          | \$52,369.30  | 2,110                   | \$24.82               |
| May         | \$30,211.04  | \$29,652.00                          | \$59,863.04  | 2,118                   | \$28.26               |
| June        | \$89,111.61  | \$29,204.00                          | \$118,315.61 | 2,086                   | \$56.72               |
| July        | \$41,156.18  | \$28,112.00                          | \$69,268.18  | 2,008                   | \$34.50               |
| August      | \$28,774.30  | \$31,276.00                          | \$60,050.30  | 2,234                   | \$26.88               |
| September   |              |                                      |              |                         |                       |
| Grand Total | \$303,780.00 | \$260,792.00                         | \$564,572.00 | 18,628                  | \$30.31               |

Combined Medical Costs (as of Claims Payment through 9/30/2016)

| Fiscal Year        | Hospital              | Lab                 | PCP                 | Specialty             | Facility Physicians | Pharmacy            | Total Costs           | Member Months | Overall Per Member Per Month (PMPM) | Hospital PMPM   | Lab PMPM       | PCP PMPM       | Specialty PMPM  | Pharmacy PMPM  |
|--------------------|-----------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|-----------------------|---------------|-------------------------------------|-----------------|----------------|----------------|-----------------|----------------|
| <b>FY1516</b>      | <b>\$3,057,101.89</b> | <b>\$196,327.05</b> | <b>\$541,827.40</b> | <b>\$1,746,935.49</b> | <b>\$0.00</b>       | <b>\$564,572.00</b> | <b>\$6,106,763.83</b> | <b>11,406</b> | <b>\$535.40</b>                     | <b>\$268.03</b> | <b>\$17.21</b> | <b>\$47.50</b> | <b>\$153.16</b> | <b>\$49.50</b> |
| January            | \$0.00                | \$0.00              | \$0.00              | \$0.00                | \$0.00              | \$57,482.82         | \$57,482.82           | 1,282         | \$44.84                             | \$0.00          | \$0.00         | \$0.00         | \$0.00          | \$44.84        |
| February           | \$57,970.45           | \$264.82            | \$15,002.25         | \$14,414.91           | \$0.00              | \$45,835.97         | \$133,488.40          | 1,282         | \$104.13                            | \$45.22         | \$0.21         | \$11.70        | \$11.24         | \$35.75        |
| March              | \$341,919.64          | \$2,928.52          | \$112,830.90        | \$146,003.63          | \$0.00              | \$50,598.85         | \$654,281.54          | 1,253         | \$522.17                            | \$272.88        | \$2.34         | \$90.05        | \$116.52        | \$40.38        |
| April              | \$454,525.75          | \$44,709.40         | \$89,291.39         | \$281,087.94          | \$0.00              | \$50,787.93         | \$920,402.41          | 1,220         | \$754.43                            | \$372.56        | \$36.65        | \$73.19        | \$230.40        | \$41.63        |
| May                | \$275,027.20          | \$26,042.28         | \$57,651.30         | \$161,251.64          | \$0.00              | \$52,369.30         | \$572,341.72          | 1,272         | \$449.95                            | \$216.22        | \$20.47        | \$45.32        | \$126.77        | \$41.17        |
| June               | \$427,406.43          | \$25,825.74         | \$52,782.76         | \$238,166.32          | \$0.00              | \$59,863.04         | \$804,044.29          | 1,228         | \$654.76                            | \$348.05        | \$21.03        | \$42.98        | \$193.95        | \$48.75        |
| July               | \$279,577.02          | \$26,868.69         | \$61,445.25         | \$265,181.61          | \$0.00              | \$118,315.61        | \$751,388.18          | 1,275         | \$589.32                            | \$219.28        | \$21.07        | \$48.19        | \$207.99        | \$92.80        |
| August             | \$435,090.87          | \$24,787.63         | \$60,998.80         | \$289,099.74          | \$0.00              | \$69,268.18         | \$879,245.22          | 1,245         | \$706.22                            | \$349.47        | \$19.91        | \$49.00        | \$232.21        | \$55.64        |
| September          | \$785,584.53          | \$44,899.97         | \$91,824.75         | \$351,729.70          | \$0.00              | \$60,050.30         | \$1,334,089.25        | 1,349         | 988.946812                          | 582.35          | 33.284         | 68.069         | 260.73          | \$44.51        |
| <b>Grand Total</b> | <b>\$3,057,101.89</b> | <b>\$196,327.05</b> | <b>\$541,827.40</b> | <b>\$1,746,935.49</b> | <b>\$0.00</b>       | <b>\$564,572.00</b> | <b>\$6,106,763.83</b> | <b>11,406</b> | <b>\$535.40</b>                     | <b>\$268.03</b> | <b>\$17.21</b> | <b>\$47.50</b> | <b>\$153.16</b> | <b>\$49.50</b> |

Medical and pharmacy costs are reported on a paid basis

PCP Encounter Claims by Clinic by Month (as of Claims Payment through 9/30/2016)

| Month       | FY1516          |                  |                  |                          | Total |
|-------------|-----------------|------------------|------------------|--------------------------|-------|
|             | NEFHS<br>Deland | NEFHS<br>Deltona | NEFHS<br>Pierson | NEFHS<br>Stone<br>Street |       |
| February    | 2               | 56               | 76               | 0                        | 134   |
| March       | 62              | 436              | 517              | 0                        | 1,015 |
| April       | 47              | 332              | 418              | 0                        | 797   |
| May         | 23              | 226              | 275              | 0                        | 524   |
| June        | 13              | 190              | 261              | 0                        | 464   |
| July        | 16              | 270              | 248              | 0                        | 534   |
| August      | 8               | 248              | 181              | 0                        | 437   |
| September   | 1               | 372              | 423              | 0                        | 796   |
| Grand Total | 172             | 2,130            | 2,399            | 0                        | 4,701 |

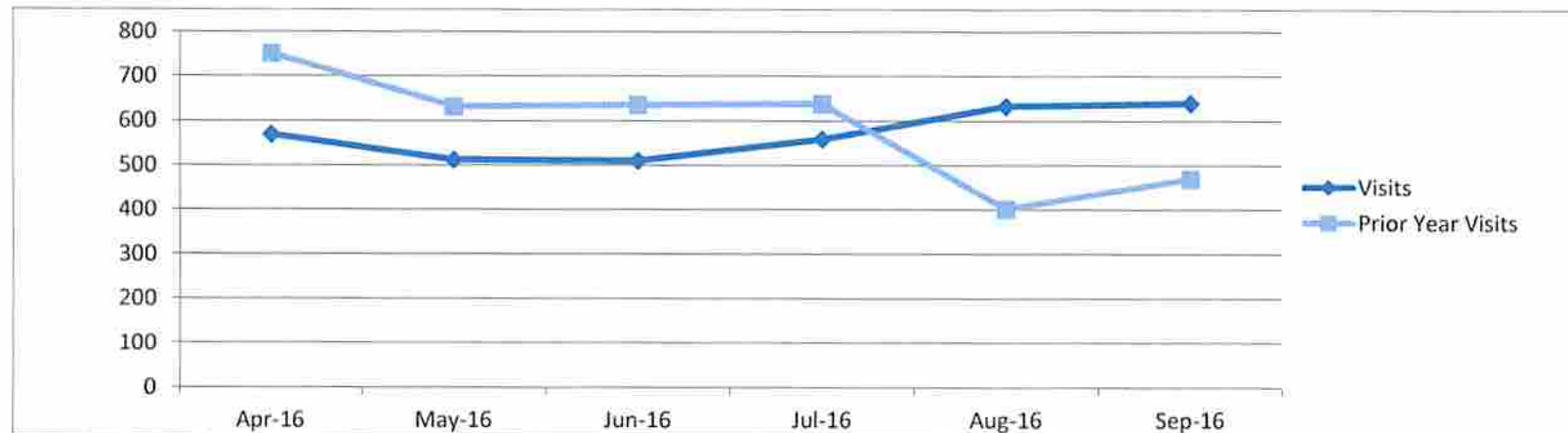
PCP encounter claims are reported on a paid basis.



# Northeast Florida Health Services September-16

## Patient Visits

|                   | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 |
|-------------------|--------|--------|--------|--------|--------|--------|
| Visits            | 569    | 512    | 510    | 558    | 632    | 639    |
| Prior Year Visits | 751    | 631    | 635    | 638    | 401    | 470    |



## Patient Visits by Location

| Location        | Sep-16 |  |  |  |  |  |
|-----------------|--------|--|--|--|--|--|
| Deland Medical  | 254    |  |  |  |  |  |
| Deltona Medical | 287    |  |  |  |  |  |
| Pierson Medical | 98     |  |  |  |  |  |
| Total           | 639    |  |  |  |  |  |

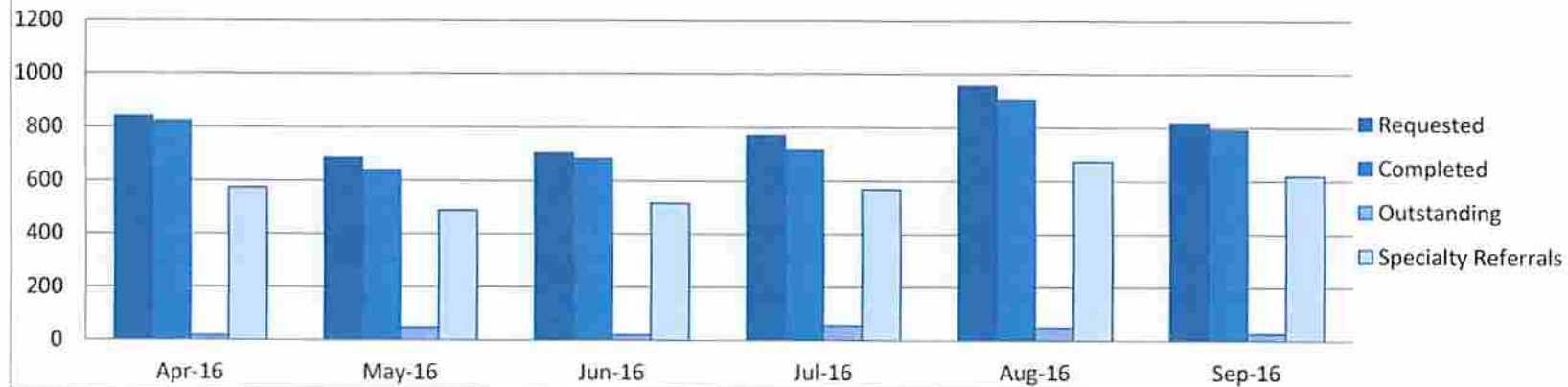
Patient Visits: Saturday Walk-ins (DeLand)

| Date      | Scheduled | Walk-ins | No Shows | R/S | Cancel | Total Seen |
|-----------|-----------|----------|----------|-----|--------|------------|
| 7/2/2016  | no        | 0        | 0        | 0   | 0      | 0          |
| 7/9/2016  | appts     | 0        | 0        | 0   | 0      | 0          |
| 7/16/2016 | in        | 0        | 0        | 0   | 0      | 0          |
| 7/23/2016 | july      | 0        | 0        | 0   | 0      | 0          |
| 7/30/2016 | 0         | 0        | 0        | 0   | 0      | 0          |
| 8/6/2016  | 0         | 0        | 0        | 0   | 0      | 0          |
| 8/13/2016 | 0         | 0        | 0        | 0   | 0      | 0          |
| 8/20/2016 | 10        | 1        | 0        | 2   | 0      | 9          |
| 8/27/2016 | 0         | 0        | 0        | 0   | 0      | 0          |
| 9/3/2016  | 11        | 0        | 0        | 0   | 0      | 11         |
| 9/10/2016 | 0         | 0        | 0        | 0   | 0      | 0          |
| 9/17/2016 | 12        | 0        | 0        | 2   | 0      | 10         |
| 9/24/2016 | 0         | 0        | 0        | 0   | 0      | 0          |

### Referrals

|                     | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 |
|---------------------|--------|--------|--------|--------|--------|--------|
| Requested           | 839    | 685    | 702    | 769    | 954    | 817    |
| Completed           | 822    | 638    | 682    | 714    | 905    | 791    |
| Outstanding         | 17     | 47     | 20     | 55     | 49     | 26     |
| Specialty Referrals | 573    | 487    | 514    | 567    | 673    | 619    |

### Referrals

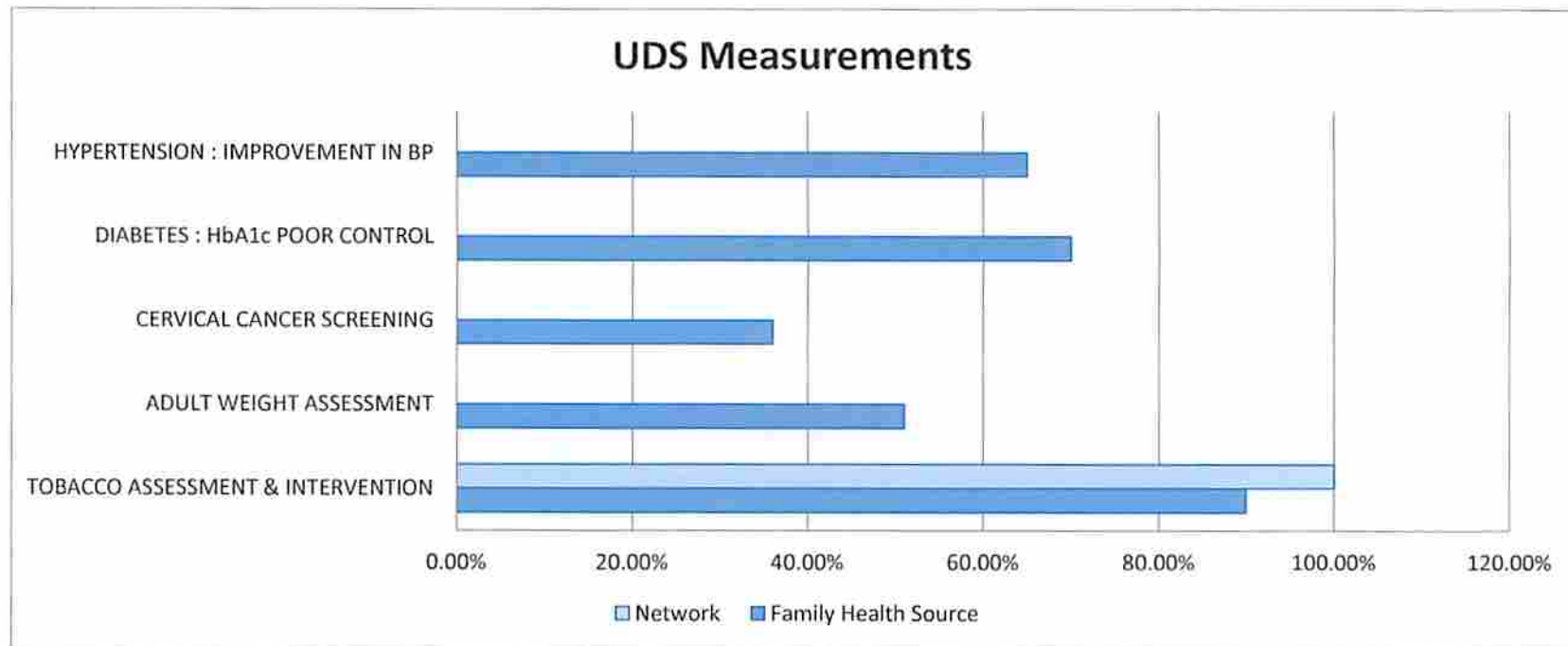


### Appointment Times

| Location   | Provider      | Appointments |
|------------|---------------|--------------|
| Pierson    | Kessack       | General Appt |
| DeLand     | Smith         | General Appt |
| DeLand     | Johnson       | Same Day     |
| Deltona    | Rodriguez     | General Appt |
| Deltona    | Macalua       | Same Day     |
| Deltona    | Mancini       | Same Day     |
| Pediatrics | Rojas-Sanchez | Same Day     |
| Pediatrics | Desouza       | Same Day     |

### UDS Measures

| Clinical Measure                  | Family Health |
|-----------------------------------|---------------|
| TOBACCO ASSESSMENT & INTERVENTION | 90.00%        |
| ADULT WEIGHT ASSESSMENT           | 51.00%        |
| CERVICAL CANCER SCREENING         | 36.00%        |
| DIABETES : HbA1c POOR CONTROL     | 70.00%        |
| HYPERTENSION : IMPROVEMENT IN BP  | 65.00%        |



### Staffing Metrics

|                                   | Aug-16 | Sep-16 |
|-----------------------------------|--------|--------|
| Total Active Employees            | 73     | 73     |
| Turnover: Clinical Employees-MA's | 0      | 2      |





## "GROWING WELLNESS IN OUR COMMUNITIES"

October 11, 2016

Re: Response to WVHA regarding 2015 NEFHS Financial Audit

Dear WVHA Commissioners:

The financial year of November 1, 2014 through October 30, 2015 was audited by the CPA firm of Holland & Reilly. In order to address items surfaced in this audit, numerous changes have been made, and improvements are continuously being implemented. Several of these are highlighted below:

**Personnel changes include:**

- The services of Greg LeFils, CPA have been established as of March 2016 to provide financial oversight and CFO leadership. This includes ensuring proper accounting controls are in place. Mr. LeFils provides a wealth of experience and knowledge within our industry.
- Mrs. Livia Gifford was hired as Chief Operation Officer in May 2016 after spending 19 years with the Volusia County Health Department.
- Mrs. Jackie Peterson was appointed as Director of Finance in July 2016.

**Software and System changes include:**

- New accounting software has been implemented replacing the antiquated system to a Cloud based software allowing for an increased flexibility in budgeting, tracking, monitoring and reporting financial information.
- The electronic medical records software (Athena) which includes patient charts, billing, and scheduling is being implemented November 1, 2016. (This is the same software that Florida Hospital is utilizing).
- New payroll and human resource software is in the process of being implemented.

**Other notable items include:**

- The auditor's financial adjustments from years prior to fiscal year 2015 were entered and affected the fiscal year 2015. All audit adjustments are currently entered and up-to-date.
- NEFHS continues to expand its services which includes the hiring of two additional providers.
- Our patient base has grown from approximately 10,500 to 11,200 as of August 2016.
- NEFHS has recently received a Quality Incentive Award (monetary) from the federal government (HRSA) due to the successful increase in quality measures.
- Third party insurances (United Health Care, Wellcare and Humana) have requested NEFHS to increase their patient pools within their network.
- Although an increase in expenses were noted during the audit, revenues were increased by 21% during this time period.

**Pierson**  
216 N. Frederick St.  
386-749-9419  
Fax: 386-749-9447

**Deland**  
844 W. Plymouth Ave.  
386-738-2422  
Fax: 386-738-7423

**Deltona**  
2160 Howland Blvd.  
386-532-0515  
Fax: 386-532-0516

**Deland-Pediatrics**  
800 W. Plymouth Ave.  
386-736-7933  
Fax: 386-736-7934

**Administration**  
1015 N. Stone St.  
386-749-9419  
Fax: 386-749-9447

[www.familyhealthsource.org](http://www.familyhealthsource.org)





"GROWING WELLNESS IN  
OUR COMMUNITIES"

October 11, 2016

Page Two

NEFHS looks forward to the continued success in providing the highest quality of patient care within our communities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael King".

Chairman, The Board of Directors NEFHS

A handwritten signature in blue ink, appearing to read "Laurie Asbury".

CEO, Family Health Source

**Pierson**

216 N. Frederick St.  
386-749-9449  
Fax: 386-749-9447

**Deland**

844 W. Plymouth Ave.  
386-738-2422  
Fax: 386-738-2423

**Deltona**

2160 Howland Blvd.  
386-532-0515  
Fax: 386-532-0516

**Deland-Pediatrics**

800 W. Plymouth Ave.  
386-736-7933  
Fax: 386-736-7934

**Administration**

1015 N. Stone St.  
386-749-9449  
Fax: 386-749-9447

[www.familyhealthsource.org](http://www.familyhealthsource.org)

**WEST VOLUSIA HOSPITAL AUTHORITY –GLOBAL HEALTHCARE SYSTEMS  
URGENT CARE FUNDING AGREEMENT 2016-2017**

This Funding Agreement (this "Agreement") is entered into as of the 1st day of October, 2016, between WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and the GLOBAL HEALTHCARE SYSTEMS, INC., a tax exempt Florida corporation ("Grantee").

**Background Information**

The Authority is an independent special tax district encompassing the western portion of Volusia County, Florida (the "Tax District"), created by a special act of the Florida Legislature, Chapter 57-2085, Laws of Florida, as amended and re-codified (the "Enabling Legislation"), for the purpose of establishing, operating, and maintaining hospitals and other health care facilities for the care of indigents of the Tax District and for pay patients and to participate in other activities to promote the general health of the Tax District.

Grantee is a Florida corporation that will maintain all tax filing requirements to be considered tax exempt. The Grantee has opened family practice and urgent care medical facilities at 1133 Saxon Boulevard in Orange City, Florida, which will provide primary and preventive as well as urgent health care services to indigent residents of the Tax District [the "Facility"]. The goal of Grantee's Urgent Care program is to provide significant savings to patients and payers over the alternative of hospital emergency departments for episodic care that cannot be delayed until an appointment with a physician's office is available. Grantee's Program is intended to improve the overall health of the residents of the Tax District at a significant savings to taxpayers.

Grantee has requested that the Authority to provide Grantee with reimbursement for primary and preventive as well as urgent health care services provided to Eligible Participants of the Authority's Indigent Healthcare Program.

The parties endeavor to create mechanisms and programs to encourage health and wellness amongst the indigent population of the Tax District thereby decreasing the overall financial impact associated with indigent medical care.

The Grantee in addition to providing primary and preventive health care services for the Authority's Indigent Healthcare Program, will also provide access to urgent care services at the Facility.

The Enabling Legislation authorizes and empowers the Authority to enter into lawful contracts that its Board of Commissioners may deem proper or expedient to carry out the purposes of the Enabling Legislation. The Board of Commissioners of the Authority has determined that the total consideration and benefits to be received by the Authority in connection with this funding Agreement merit its adoption.

The Authority's Board of Commissioners further has determined that this Agreement is authorized by the Enabling Legislation and is necessary for the preservation of the public health, for the public good, and for the use of the public within the Tax District.

**NOW THEREFORE**, in consideration of the representations, mutual promises and covenants contained herein, the parties agree as follows:

## **TERMS**

1. **Term of the Agreement.** Term/Termination. The Term of this Agreement shall begin on the date first written above ["Effective Date"], and shall continue for the period from the 1st day of October, 2016 through the 30<sup>th</sup> day of September, 2017.

2. **Program.** "Program" as used in this Agreement shall mean the Grantee's provision of primary care and preventive health services as specified in Grantee's Application for Funding dated April 1, 2016, as supplemented in Application for Funding dated May 16, 2016 ("Supplemental Application"). In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$200,000.00 (Two Hundred Thousand) in Funding ("Funding Limit") to facilitate the Program. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

4. **Disbursements.** The Authority shall reimburse Grantee for the Allowable Costs Grantee incurs for the Program in accordance with the following provisions:

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of the date services are provided ("Disbursements"). The Authority may, in its sole discretion, deny payment for invoices that are not submitted within sixty (60) days after the health care services were provided. In no event shall the annual aggregate Funding Disbursements provided to Grantee by the Authority under this Agreement be required to exceed the Funding Limit (as defined above).

4.2 Reimbursement Rate. Grantee shall be reimbursed a fee-for-service basis of \$112.00 (No co pay shall be charged) for each "office visit" by an Eligible Participant (as defined in Paragraph 5) who receives health care services from a health care professional working at the Facility. An office visit as used herein shall mean the same as defined by the Florida Medicaid County Health Department Clinic Services Coverage and Limitations Handbook, as revised. ("Handbook") (Currently, a primary care "visit" is defined as a single-day, face-to-face visit between a patient and any one or more of the following health care professional(s): medical physicians, osteopathic physicians, advanced registered nurse practitioners, physician assistants, registered nurses, licensed practical nurses. EKG and X-Rays are included in the office visit rate. Additionally, Grantee shall be reimbursed at the "Medicaid Cost" for treatments and procedures listed on pages 8-10 of its Supplemental Application.

4.2.1 Grantee shall indicate the type of service rendered using either an Evaluation & Management (CPT Code).

4.2.2 Reimbursement of services shall be limited to one visit per day. Covered Urgent Care Services included within an office visit shall include all the services described in Grantee's Application for Funding, including, but not

limited to ECG and ECG over read if any, EKG and EKG interpretation, if any, blood draws and addressing any and all urgent care evaluations described under your urgent care office visit procedures. Grantee shall advise individuals whose urgent care may require them to fill prescriptions that a prescription from Northeast Florida Health Services, Inc. d/b/a Family Health Source ("FHS") is necessary before any prescriptions can be filled under the 340B formulary available at the pharmacy contracted by FHS to fill scripts for Health Card members.

4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses [currently estimated at \$112 per visit] for providing primary and preventive healthcare to Eligible Participants; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays, Medicare or Medicaid reimbursements); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to an Eligible Participant. Except as expressly agreed in Paragraphs 4.2 and 4.4 herein, in order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that charged to any other funding entity, public or private, for the same or substantially the same services.

4.4 A Final Report ["Report"] shall be made to the Authority no later than thirty (30) days after the end of each fiscal year (October 1-September 30), which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a consolidated statement detailing Program utilization. This Report and other materials shall be the basis for determining whether Funding Disbursements to the Grantee exceed Allowable Costs during each fiscal year. Funding Disbursements exceeding Allowable Costs shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination that Funding Disbursements exceeded Allowable Costs. Repayment of the amount that Funding Disbursements exceeded Allowable Costs shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the written determination of the excess Disbursement amount. However said interest shall be waived if Grantee repays the funds to the Authority within 120 days from issuance of the Authority's written determination that Disbursements exceeded Allowable Costs.

**5. Program Participation.** "Eligible Participants" shall mean those individuals who utilize Grantee's health care services at the Facility, who are residents of the Tax District (based on the "Screening Requirements", as defined in Paragraph 6), have income of 150% or less of the current Federal Poverty Guidelines and do not have other reasonably available means for payment of medical services such as unearned income or available assets (based on "Screening Requirements", as defined in Paragraph 6). Grantee shall also provide information regarding other non-competitive Authority programs (e.g., Rising Against All Odds, Inc.; The House Next Door; Stewart Marchman—ACT, ARNP Services @ The House Next Door, Level II Residential Treatment and Homeless Program, Healthy Start Coalition of Flagler & Volusia and House Next Door mental health counseling) and encourage potentially Eligible Participants to apply for a WVHA Health Card or any other federal or state health care program that potentially Eligible Participants may be eligible.

6. **Screening.** In order to meet income qualification under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Grantee shall encourage potentially eligible program participants to apply for the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., which is responsible for prescreening the application before it is electronically submitted by House Next Door to WVHA's Enrollment Certifying Agent and Third Party Administrator (currently POMCO of Florida LTD, Inc.) for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 16, 2016 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. These Utilization Reports shall include information concerning number of clients served, de-identified client listing, their zip code, CPT codes and the number of encounters by each Program Participant. The Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall also provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least two (2) verbal reports to the Authority board during the Term detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

8. **Site Inspection/Agreed Upon Procedures Report.** Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, in order to compile a Compliance Report on Grantee regarding the terms of this Agreement. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

9. **Breach.** A failure by either party to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach, the Authority may terminate funding under this Agreement. Before declaring a "Breach" the non-breaching party shall provide the breaching party with written notice of the alleged breach and a period of thirty (30) days to cure the alleged breach. Upon termination of funding, the Grantee shall provide information necessary to calculate Final Reimbursement under Paragraph 4.4 no later than thirty (30) days after the date of termination of funding. Should Grantee fail to provide information sufficient to determine Final Reimbursement as of the date of termination of funding then Grantee shall be responsible for repayment of the entire amount of any Funding Disbursements for which supporting documentation was not previously provided pursuant to paragraph 4.1 herein, including interest as specified in Paragraph 4.4. This provision shall not be in limitation of, but in addition

to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

10. **Nonwaiver of Breach.** The failure of a party hereto to enforce any of its rights arising by reason of any default or breach of covenant on the part of the other shall not constitute a waiver thereof, nor shall any custom or practice between the parties in the course of administering this Agreement be construed to waive or to lessen their rights to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on the account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

11. **Delays in Enforcement.** No delay by Authority or Grantee in enforcing any right or remedy accorded to Authority or Grantee under this Agreement, nor any number of recoveries thereon, shall diminish or otherwise affect any such right or remedy.

12. **Non-discrimination.** Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

13. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be made by hand delivery, first class registered or certified mail, postage paid, address:

If to Grantee:

GLOBAL HEALTHCARE SYSTEMS, INC.  
Attn: Dr. Jay Chanmugam, President  
1133 Saxon Blvd.  
Orange City, FL 32180

If to the Authority:

West Volusia Hospital Authority  
Attn: Chairman  
1006 N. Woodland Blvd.  
c/o DREGGORS, RIGSBY & TEAL, PA  
DeLand, Florida 32720

or such other address which may have been furnished by one party to the other in writing.

14. **Counterparts.** This Agreement may be signed via facsimile copies in counterparts, each of which shall be deemed an original.

15. **Other Documents and Acts.** Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments and do such other acts as may be required or convenient in order to accomplish and carry forward the intent and purposes of this Agreement.

16. **Conformity with Law.** The parties' actions hereunder are to conform to all applicable state, federal, and local laws and are intended to be consistent with the intents and

purposes of the Authority's Enabling Legislation. *The funding provided to the Grantee shall be used for the benefit of the residents of the Tax District.*

17. **Headings.** The various headings used in this Agreement as headings for paragraphs, sub-paragraphs and otherwise are for convenience only and shall not be used in interpreting the text of the section or sub-section in which they appear.

18. **Governing Law.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.

19. **Assignability.** This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns. Notwithstanding the foregoing, neither party may assign any of its rights nor obligations under this Agreement without the prior express written consent of the other party. For purposes of this provision, an assignment requiring the written approval of the Authority shall be deemed to have occurred in any usual and customary legal change of ownership and control of Grantee as well as whenever residents of the Tax District no longer make up a majority of the Grantee's current board of directors.

20. **Indemnity.** Grantee shall obtain and maintain reasonable levels of insurance, provide evidence of that coverage upon reasonable request of the Authority, and make the Authority an additional insured under the insurance policies during the term of this Agreement. Grantee shall be liable for and shall indemnify, defend, and hold harmless the Authority and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions neglect, or omissions by the Grantee, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property except that the Grantee will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

The Grantee's obligation to indemnify, defend, and pay the defense of, or at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage, claim, or suit and any related settlement negotiations, shall be triggered by the Authority's notice of claim for indemnification to Grantee. The Grantee's inability to evaluate liability or its evaluation of liability shall not excuse the Grantee's duty to defend and indemnify within seven (7) days after such notice by the Authority is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Authority solely negligent shall excuse performance of this provision by Grantee. The Grantee shall pay all costs and fees related to this obligation and its enforcement by the Authority. The Authority's failure to notify the Grantee of a claim shall not release the Grantee of the above duty to defend.

21. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of any independent contractor and not as an officer, employee, or agent of the Authority. The Grantee is responsible for Social Security and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to

take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

22. **Attorneys' Fees.** If any action, at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, including fees at both the trial and appellate levels, in addition to any other relief that may be awarded.

23. **Entire Agreement.** This Agreement, including any exhibits and schedules hereto, constitutes the full and entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all other prior agreements and negotiations, oral or written, concerning that subject matter, all of which are merged into this Agreement. Nothing herein, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

**IN WITNESS THEREOF**, the parties have executed this Agreement effective as of the day and year first written above.

**WEST VOLUSIA HOSPITAL AUTHORITY**

By: \_\_\_\_\_  
Barbara E. Girtman, Its Chairman  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

**ATTEST**

By: \_\_\_\_\_  
Kathie D. Shepard, Its Secretary

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**GLOBAL HEALTHCARE SYSTEMS, INC.**



By: \_\_\_\_\_,  
Dr. Jay Chanmugan, Its President

Date:

**ATTEST**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Board Secretary

**COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.  
(MEDICAL-LEGAL PARTNERSHIP) 2016-2017 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2015, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and **COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.** ("Grantee").

**INTRODUCTION:**

The Authority is an independent special tax district encompassing the western portion of Volusia County, Florida (the "Tax District"), created by a special act of the Florida Legislature, Chapter 57-2085, Laws of Florida, as amended (the "Enabling Legislation"), for the purpose of establishing, operating, and maintaining hospitals and other health care facilities for the care of indigents of the Tax District and for pay patients and to participate in other activities to promote the general health of the Tax District.

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide legal services for the poor in Brevard, Citrus, Flagler, Hernando, Lake, Marion, Orange, Osceola, Putnam, Seminole, Sumter, and Volusia Counties. Grantee's "Medical-Legal Partnership (MLP) with West Volusia Hospital Authority" program is designed to integrate the expertise of healthcare, public health and legal professionals and staff to address and prevent health-harming social and civil legal needs for patients. This program's intended outcome is to eradicate health harming factors facing the community. The Program will collaborate with other agencies funded by the Authority, such as Good Samaritan Health Clinic, Inc., North East Florida Health Services, Inc., Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Global Health Care Systems Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities ), Hispanic Health Initiatives, Inc. and other health care providers in the community.

Inasmuch as Grantee desires to provide access to services to high risk, medically needy and vulnerable women and infant residents of the Tax District, the Authority has determined that its provision of funding will enhance access to health services for indigent residents of the Tax District.

The Enabling Legislation authorizes and empowers the Authority to enter into lawful contracts that its Board of Commissioners may deem proper or expedient to carry out the purposes of the Enabling Legislation, as in its discretion is necessary for the preservation of the public health, for the public good, and for the use of the public.

The Authority's Board of Commissioners further has determined that this Agreement is authorized by the Enabling Legislation and is necessary for the preservation of the public health, for the public good, and for the use of the public within the Tax District.

Under the terms of this Agreement the Grantee will provide needed services under the Program for qualified residents of the Tax District as described in the relevant Application for Funding, as supplemented [see Paragraph 2, "Program"], for which the Authority will provide limited financial support to the Grantee.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2016 through the 30th day of September, 2017.

2. **Program.** As specified in the Funding Request submitted by Grantee dated March 29, 2016 revised in "Supplemental Information for West Volusia Hospital Authority" and limited in scope by Paragraph 4.2, *infra* In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$80,000.00 (Eighty Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

4. **Reimbursements.** The Authority shall reimburse Grantee for the Allowable Costs Grantee incurs for the Program. "Allowable Costs" shall be determined in accordance with the following provisions:

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by its attorneys or paralegals at the following rates: (i) a rate of \$69.25/hour billable in 1/10 hour increments for legal services rendered to a Program Participant to resolve legal issues preventing them from qualifying for Medicaid, Medicare, Veterans, Social Security Disability or private insurance as an alternative to the WVHA Health Card Program. Grantee's provision of Program Participants with any of the other civil

legal services as described in the Application for Funding, as supplemented, are excluded from reimbursement. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual professional services expenses for providing access to health care services to clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program as limited in scope by Paragraph 4.2. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that charged to any other funding entity, public or private, for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** A Program Participant is considered income eligible if they have income of up to and including 200% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** In order to meet income qualification under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Grantee shall encourage potentially eligible program participants to apply for the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., which is responsible for prescreening the application before it is electronically submitted by House Next Door to WVHA's Enrollment Certifying Agent and Third Party Administrator (currently POMCO of Florida LTD, Inc.) for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 16, 2016 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number of sessions and the duration of each service received by each de-identified client; however, the Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

8. **Site Inspection/Agreed Upon Procedures Report.** Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

9. **Breach.** A failure by Grantee to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach Authority may terminate funding under this Agreement. Upon termination of funding, the Grantee shall provide information

necessary to calculate Final Reimbursement under paragraph four (4), "Reimbursements," as of the date of termination of funding. Should Grantee fail to provide information sufficient to determine Final Reimbursement as of the date of termination of funding then Grantee shall be responsible for repaying the entire amount of Interim Reimbursement to the Authority, including interest as specified in paragraph four (4), "Reimbursements." This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

10. **Nonwaiver of Breach.** The failure of a party hereto to enforce any of its rights arising by reason of any default or breach of covenant on the part of the other shall not constitute a waiver thereof, nor shall any custom or practice between the parties in the course of administering this Agreement be construed to waive or to lessen their rights to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on the account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

11. **Delays in Enforcement.** No delay by Authority or Grantee in enforcing any right or remedy accorded to Authority or Grantee under this Agreement, nor any number of recoveries thereon, shall diminish or otherwise affect any such right or remedy.

12. **Non-discrimination.** Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

13. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be made by hand delivery, first class registered or certified mail, postage paid, address:

If to Grantee:

Community Legal Services of Mid-Florida  
Attn: Executive Director  
128 Orange Avenue  
Daytona Beach, FL 32114

If to the Authority:

West Volusia Hospital Authority  
Attn: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

or such other address which may have been furnished by one party to the other in writing.

14. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original.

15. **Other Documents and Acts.** Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments and do such other acts as may be required or convenient in order to accomplish and carry forward the intent and purposes of this Agreement.

16. **Conformity with Law.** The parties' actions hereunder are to conform to all applicable state, federal, and local laws and are intended to be consistent with the intents and purposes of the Authority's Enabling Legislation. *The funding provided to the Grantee shall be used for the benefit of the residents of the Tax District.*

17. **Headings.** The various headings used in this Agreement as headings for paragraphs, sub-paragraphs and otherwise are for convenience only and shall not be used in interpreting the text of the section or sub-section in which they appear.

18. **Governing Law.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.

19. **Assignability.** This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns. Notwithstanding the foregoing, neither party may assign any of its rights nor obligations under this Agreement without the prior express written consent of the other party.

20. **Indemnity.** Grantee shall obtain and maintain reasonable levels of insurance, provide evidence of that coverage upon reasonable request of the Authority, and make the Authority an additional insured under the insurance policies during the term of this Agreement. Further, Grantee shall be liable for and shall indemnify, defend, and hold harmless the Authority and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions neglect, or omissions by the Grantee, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property except that the Grantee will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

The Grantee's obligation to indemnify, defend, and pay the defense of, or at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage, claim, or suit and any related settlement negotiations, shall be triggered by the Authority's notice of claim for indemnification to Grantee. The Grantee's inability to evaluate liability or its evaluation of liability shall not excuse the Grantee's duty to defend and indemnify within seven (7) days after such notice by the Authority is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Authority solely negligent shall excuse performance of this provision by Grantee. The Grantee shall pay all costs and fees related

to this obligation and its enforcement by the Authority. The Authority's failure to notify the Grantee of a claim shall not release the Grantee of the above duty to defend.

21. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Authority. The Grantee is responsible for Social Security and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

22. **Attorneys' Fees.** If any action, at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, including fees at both the trial and appellate levels, in addition to any other relief that may be awarded.

23. **Entire Agreement.** This Agreement, including any exhibits and schedules hereto, constitutes the full and entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all other prior agreements and negotiations, oral or written, concerning that subject matter, all of which are merged into this Agreement. Nothing herein, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

By: \_\_\_\_\_  
Barbara E. Girtman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Kathie D. Shepard, Its Secretary



**THE HEALTHY START COALITION OF  
FLAGLER AND VOLUSIA COUNTIES, INC.**

By: \_\_\_\_\_

Kimberly Sanchez, Its Executive Director  
Community Legal Services of Mid-Florida, Inc.  
128 Orange Avenue  
Daytona Beach, FL 32114

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_ Its Board Chairperson/or Secretary (circle one)

## **HISPANIC HEALTH INITIATIVES, INC. ("TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD") 2016-2017 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2016, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and HISPANIC HEALTH INITIATIVES, INC. ("Grantee").

### **INTRODUCTION:**

The Authority is an independent special tax district encompassing the western portion of Volusia County, Florida (the "Tax District"), created by a special act of the Florida Legislature, Chapter 57-2085, Laws of Florida, as amended (the "Enabling Legislation"), for the purpose of establishing, operating, and maintaining hospitals and other health care facilities for the care of indigents of the Tax District and for pay patients and to participate in other activities to promote the general health of the Tax District.

Grantee is a Florida non-profit, 501(c)(3) corporation located in Seminole County, Florida, whose primary mission is to educate, advocate for and connect medically underserved individuals and families to services available in their community by disseminating accurate information in a culturally sensitive and linguistically competent manner. Grantee's "Taking care of My Health/Cuidando mi Salud" (TCMH/CMS) will promote wellness and improve health indicators among medically underserved adults by providing community based, culturally- and linguistically competent health screening and education. This program's intended outcome is to improve participants' health risk profiles as determined by weight (body mass index); blood glucose, pressure, and lipids (cholesterol); and smoking behavior. Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to feed the hungry, shelter the homeless and prevent homelessness. Grantee's Community Health Worker, who is certified by the Florida Certification Board, shall provide oversight of all health risk assessment and case management services. The Program will collaborate with other agencies funded by the Authority, such as Good Samaritan Health Clinic, Inc., North East Florida Health Services, Inc., Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Global Health Care Systems Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities ) and other health care providers in the community.

Inasmuch as Grantee desires to provide access to medical services to indigent residents of the Tax District, the Authority has determined that its provision of funding will enhance access to medical services for indigent residents of the Tax District.

The Enabling Legislation authorizes and empowers the Authority to enter into lawful contracts that its Board of Commissioners may deem proper or expedient to carry out the purposes of the Enabling Legislation, as in its discretion is necessary for the preservation of the public health, for the public good, and for the use of the public.

The Authority's Board of Commissioners further has determined that this Agreement is authorized by the Enabling Legislation and is necessary for the preservation of the public health, for the public good, and for the use of the public within the Tax District.

Under the terms of this Agreement the Grantee will provide needed services under the Program for qualified residents of the Tax District as described in the relevant Application for Funding [see Paragraph 2, "Program"], for which the Authority will provide limited financial support to the Grantee.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2016 through the 30th day of September, 2017.

2. **Program.** As specified in Grantee's Application for Funding dated April 1, 2016. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$100,000.00 (One Hundred Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

4. **Reimbursements.** The Authority shall reimburse Grantee for the Allowable Costs Grantee incurs for the Program. "Allowable Costs" shall be determined in accordance with the following provisions:

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.

4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by an individual certified by the State of Florida in community health work (or directly supervised by an individual certified by the State of Florida in community health work) at the following rates: (i) a fee of \$88.76 for each health risk assessment (consisting of biological and behavioral screenings for risks of metabolic (diabetes) and cardiovascular disease) which is performed for a Program Participant by a

certified, paraprofessional community health work ("CHW"), (ii) a flat fee of \$25.06 for each one-half hour (30 minutes) of direct case management activity for a Program Participant including contacting and collaborating with relevant health care providers, providing immediate referrals to appropriate health care providers and connecting with WVHA's Health Card prescreening enrollment service provider, The House Next Door. These services, as specifically described in the Application for Funding, include active outreach in medically underserved Hispanic adults living in the City of Deltona, FL and the surrounding West Volusia area to engage, screen, case management and make referrals. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that charged to any other funding entity, public or private, for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** A Program Participant is considered eligible if they meet Program Participant qualifications as set forth in Paragraph 6. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to

care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article IV ("WVHA Residency") Article V ("WVHA Identification"), Section 12.11 Appendix G ("Homeless Verification Form") and the application checklists in Sections 12.04 Appendix D1 ("Proof of Identification Checklist") and 12.05 Appendix D2 ("Proof of Residency Checklist") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 16, 2016 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number and duration of each documented unit of service received by each de-identified client; however, the Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

8. **Site Inspection/Agreed Upon Procedures Report.** Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

9. **Breach.** A failure by Grantee to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach Authority may terminate funding under this Agreement. Upon termination of funding, the Grantee shall provide information necessary to calculate Final Reimbursement under paragraph four (4), "Reimbursements," as of the date of termination of funding. Should Grantee fail to provide information sufficient to determine Final Reimbursement as of the date of termination of funding then Grantee shall be responsible for repaying the entire amount of Interim Reimbursement to the Authority, including interest as specified in paragraph four (4), "Reimbursements." This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

10. **Nonwaiver of Breach.** The failure of a party hereto to enforce any of its rights arising by reason of any default or breach of covenant on the part of the other shall not constitute a waiver thereof, nor shall any custom or practice between the parties in the course of administering this Agreement be construed to waive or to lessen their rights to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on the account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

11. **Delays in Enforcement.** No delay by Authority or Grantee in enforcing any right or remedy accorded to Authority or Grantee under this Agreement, nor any number of recoveries thereon, shall diminish or otherwise affect any such right or remedy.

12. **Non-discrimination.** Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

13. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be made by hand delivery, first class registered or certified mail, postage paid, address:

If to Grantee:

Hispanic Health Initiatives, Inc.  
Attn: Executive Director  
70 Spring Vista Drive, Suite 2  
DeBary, FL 32713

If to the Authority:

West Volusia Hospital Authority  
Attn: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

or such other address which may have been furnished by one party to the other in writing.

14. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original.

15. **Other Documents and Acts.** Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments and do such other acts as may be required or convenient in order to accomplish and carry forward the intent and purposes of this Agreement.

16. **Conformity with Law.** The parties' actions hereunder are to conform to all applicable state, federal, and local laws and are intended to be consistent with the intents and purposes of the Authority's Enabling Legislation. *The funding provided to the Grantee shall be used for the benefit of the residents of the Tax District.*

17. **Headings.** The various headings used in this Agreement as headings for paragraphs, sub-paragraphs and otherwise are for convenience only and shall not be used in interpreting the text of the section or sub-section in which they appear.

18. **Governing Law.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.

19. **Assignability.** This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns. Notwithstanding the foregoing, neither party may assign any of its rights nor obligations under this Agreement without the prior express written consent of the other party.

20. **Indemnity.** Grantee shall obtain and maintain reasonable levels of insurance, provide evidence of that coverage upon reasonable request of the Authority, and make the Authority an additional insured under the insurance policies during the term of this Agreement. Further, Grantee shall be liable for and shall indemnify, defend, and hold harmless the Authority and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions neglect, or omissions by the Grantee, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property except that the Grantee will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

The Grantee's obligation to indemnify, defend, and pay the defense of, or at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage, claim, or suit and any related settlement negotiations, shall be triggered by the Authority's notice of claim for indemnification to Grantee. The Grantee's inability to evaluate liability or its evaluation of liability shall not excuse the Grantee's duty to defend and indemnify within seven (7) days after such notice by the Authority is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Authority solely negligent shall excuse performance of this provision by Grantee. The Grantee shall pay all costs and fees related

to this obligation and its enforcement by the Authority. The Authority's failure to notify the Grantee of a claim shall not release the Grantee of the above duty to defend.

21. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of any independent contractor and not as an officer, employee, or agent of the Authority. The Grantee is responsible for Social Security and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

22. **Attorneys' Fees.** If any action, at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, including fees at both the trial and appellate levels, in addition to any other relief that may be awarded.

23. **Entire Agreement.** This Agreement, including any exhibits and schedules hereto, constitutes the full and entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all other prior agreements and negotiations, oral or written, concerning that subject matter, all of which are merged into this Agreement. Nothing herein, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

By: \_\_\_\_\_  
Barbara E. Girtman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Kathie D. Shepard, Its Secretary



**HISPANIC HEALTH INITIATIVES, INC.**

By: \_\_\_\_\_

Josephine Mercado  
Its: Executive Director

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

\_\_\_\_\_ Its Board Secretary or Chair (Circle One)

Thank you for your recent request for the West Volusia Hospital Authority (WVHA) Funding Application Packet. Please pay close attention to the enclosed information designed to assist your efforts. We look forward to reviewing your proposal.

#### **ELIGIBLE APPLICANTS**

Applications will be accepted from private or public entities with the capacity, competence, and experience to accomplish proposed program goals and objectives. A different application and process is applicable to primary care providers.

#### **ELIGIBLE SERVICES**

Services must be provided within the boundaries of the West Volusia Hospital Authority. Only those programs which provide medical, health care related or access to health care services to indigent residents of West Volusia County as set forth in Chapter 57-2085, Laws of Florida, as amended, and pursuant to section 200.065, Florida Statutes will be considered for funding. All program requests must include measurable goals or outcomes and cost effectiveness/efficiency data.

#### **CONTENT OF APPLICATIONS**

Applications for funding must be submitted in the attached format and must address, at a minimum, the specific information requested in each section. Submissions are limited to no more than 14 pages (not counting required documents) and no smaller than 11 pt. font.

#### **APPLICATION SUBMISSION**

One original and seventeen copies of the completed application and attachments must be submitted by **NOON, April 1, 2016** at the following address:

West Volusia Hospital Authority  
c/o Dreggors, Rigsby & Teal, P.A., CPA  
1006 N. Woodland Blvd  
DeLand, Florida 32720

#### **APPLICATION REVIEW**

The Citizens Advisory Committee (CAC) of the West Volusia Hospital Authority reviews all applications. Applications will subsequently be placed on the Agenda of the West Volusia Hospital Authority for final determination for funding. Applications may be funded all, in part or not funded at all. All funding commitments conform to the October 1<sup>st</sup> – September 30<sup>th</sup> fiscal year and require applicants to execute a written funding agreement in a form acceptable to West Volusia Hospital Authority. Applicants that have not previously received funding are encouraged to request a sample of the required written funding agreement to ensure that funding requests comply with the required fee-for-service model and that the program anticipates that program participants will need to be screened individually for residence and income qualification pursuant to the West Volusia Hospital Authority ("WVHA") Health Card Program Eligibility Guidelines and Procedures.

#### **REPORTING REQUIREMENTS/INVOICES**

Reporting requirements will vary according to program/service and will be determined at the time of approval for funding. Invoices submitted to the Authority for services must include, at a minimum, invoice amount, time period covered, services rendered, the number of individuals served and the cost per unit of service. No cost or rate of reimbursement charged to the Authority may exceed that charged to any other funding entity, public or private, for the same or substantially the same services. A final report must be submitted to the Authority within 30 days of the end of the fiscal year and shall include services rendered, number served, outcomes and final budget information.

/

**WEST VOLUSIA HOSPITAL AUTHORITY  
C/O DREGGORS, RIGSBY & TEAL, PA  
1006 N. WOODLAND BLVD  
DELAND, FLORIDA 32720  
TEL: (386) 734-9441**

**APPLICATION FOR FUNDING  
STRICTLY ENFORCED FOR CONSIDERATION:  
APPLICATIONS ARE DUE BY NOON, FRIDAY, APRIL 1, 2016**

**AGENCY:** Global Youth & Community Programs Inc. (GYCEP)

**EXECUTIVES DIRECTOR/PRESIDENT:** Susan Kimeria

**ADDRESS:** 2410 Fountain Road, Deltona, FL 32738

**TELEPHONE:** 407-738-1294 **FAX:** \_\_\_\_\_

**CONTACT PERSON:** As Above **TITLE:** President

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL:** info@gycep.org

**AGENCY STATUS (Circle One)** Government Not for Profit For Profit Other  
**Explanation, if you marked other:**

**TOTAL PROGRAM COST:** \$ 144,428 **APPLICATION YEAR** **PRIOR YEAR GRANTED**  
\$ \_\_\_\_\_

**\*WVHA FUNDS REQUESTED:** \$ 144,428 \$ \_\_\_\_\_

**AVERAGE COST/UNIT OF SERVICE WITH COMPARATIVE REIMBURSEMENT:**

| Description of Service<br>(Separately describe<br>each type and Rx fee) | Agency<br>cost per<br>unit of<br>service | WVHA<br>Reimbursement<br>rate per unit of<br>service | Medicaid<br>Reimbursement<br>rate per unit of<br>service | Medicare<br>Reimbursement<br>rate per unit of<br>service | Private<br>Insurance<br>Reimbursement<br>rate per<br>unit of<br>service |
|---|--|--|--|--|---|
| Outreach  | \$48.00<br>per hour                      | \$48.00 per hour                                     | Per services<br>provided<br>\$12.00 per qtr hr           | Per services<br>provided                                 | Per services<br>provided  |
| Care Coordination   | \$48.00<br>per hour                      | \$48.00 per hour                                     | \$12.00 per qtr hr                                       |  |   |

**\* If you received funding last year and there is a significant change between the funds received last year and the funds requested this year, please explain below:**

N/A

## **Mission of your Agency:**

To provide community youth and families with educational and capacity building programs that are responsive to the challenges of a dynamic society, through a global networks.

Global will provided comprehensive services to residents in west Volusia County who are at risk of sickle cell disease/trait or suffer from the debilitating effects of the sickle cell anemia blood disorder.

## **SECTION I – PROPOSAL (See Appendix A)**

### **A. Identify why funds are being requested and how funds will be used:**

At present, Sickle Cell Disease/Trait (SCD/T) early identification services are offered only in East Volusia County. Global Youth and Community Programs proposes to provide outreach, assessment, case coordination and access to medical and mental health services to West Volusia residents at risk of having SCD/T. These services will be provided as part of a collaboration being spear-headed by Easter Seals of Volusia and Flagler Counties.

Funding will enable an Outreach Coordinator and a Care Coordinator to conduct community outreach, assess resident needs, educate the resident regarding SCD and provide access to medical and mental health services through the WVHA HealthCard or other community resources.

### **B. Describe your target population (the specific segment of the serviceable population you will be serving – i.e. children, seniors, pregnant, etc) in West Volusia:**

The target population for this project will be adults, adolescents, and children residing in West Volusia who may be at risk for SCT or SCD. Services will be made available on a nondiscriminatory basis regardless of race, religion, color, sex, national origin, age, handicap or marital status.

### **C. Estimate the total number of people that will be served for the proposed budget year:**

This project proposes to provide outreach, case coordination and access to medical care through the WVHA HealthCard to a minimum of 100 West Volusia Residents with SCD/T. In addition, Outreach will be conducted to a minimum of 50 sites including: community churches, Community Centers, school PTO/PTA meetings and community events.

There is no hard statistical information available regarding the number of residents infected with SCD/T. Easter Seals of Volusia/Flagler Counties has extrapolated statistics, based upon Volusia County population statistics and the Center for Disease Control and Prevention (CDC) and Halifax Health actual experience, showing there are approximately:

- 16,400 residents at risk of SCD/T
- 139 Black adults with SCD
- 4 Hispanic adults with SCD
- 3,915 Black adults with SCT
- 26 Black children (17 years old or younger) with SCD
- 1 Hispanic child (17 years old or younger) with SCD
- 739 Black children (17 years old or younger) with SCT
- 1,261 Black adults of child-bearing age (16-40 years old) with SCT

D. What measurable (i.e. outcomes that can be evaluated) outcomes/goals will this service address:

1. Provide outreach in the community regarding the causes, symptoms, and treatment of SCD/T.
2. Provide access to Volusia County Health Department SCT screenings to identify infected residents.
3. Create a database for tracking the affected population
4. Provide care coordination to identified SCD/T residents of West Volusia to assist in accessing ongoing healthcare.
5. Decrease the number of ER visits of SCD/T residents.

E. Describe the outcome measures your agency uses to assess if the goals are met:

1. Outreach will be conducted to a minimum of 50 community locations.
    - A. Participants of Outreach activities will sign an attendance sheet.
  2. 100% of the residents participating in Care Coordination will be screened for SCD/T.
    - A. Case files will maintain documentation of testing and results.25% of the residents participating in Outreach events will be screened for SCD/T.
    - A. Participants of Outreach activities will sign an attendance sheet.
    - B. Documentation will be maintained indicating Outreach Participants completing the SCD/T screening process.
  3. Create, or participate in a community database, to track SCD/T program participants and the services they are receiving.
    - A. A database will be maintained reflecting client name, address, DOB, social security number and other information that may assist in generating statistical information.
  4. 100% of the Care Coordination participants will complete an application for the WVHA HealthCard to ensure access to ongoing health care.
    - A. Care Coordinators will assist participants in completing the WVHA HealthCard application in accordance with WVHA Guidelines.
    - B. A copy of the completed application will be maintained by the agency.
  5. 100% of the participating Care Coordination residents will eliminate or reduce their use of ER services.
    - A. Track client self-report of ER use.
    - B. Review hospital statistics of West Volusia SCD/T residents use of ER services.
1. If industry standards are used, identify source: Nonexistent at this time.
    - a.) What was your agency's rating against this standard(s): N/A
  2. If questionnaires were used:
    - a) Last year how many questionnaires were completed: N/A
    - b) Number of valid complaints issued \_N/A
    - c) Please attach summary of results.

3. If your agency uses any other monitoring method please explain methodology and outcome:

N/A

**Administrative and/or Financial Personnel provide organizational chart and qualifications related to their role in providing oversight and fiduciary responsibilities**

**Susan brings over 10 years' experience in care coordination to sickle cell children and their families. She is very knowledgeable of community resources to meet familial needs and the fastest methodology to access those resources. In addition, her education in Health Care Administration prepares her for the administration of this project.**

1. Administrative oversight will be provided by the Care Coordinator and the Board of Directors; who will convene monthly to review adherence to the proposed budget and goal achievement.
2. The Board Treasurer will provide fiduciary oversight to the program.

**1. Care Coordinator: see attached Job Description**

**Care Coordination:** Provide care coordination services to a minimum of 100 clients residing in West Volusia County. All client records will contain an assessment of social and medical needs; a signed service plan and documentation of all interactions (including test results ) with the resident or family. It is envisioned that the participants will be in various stages of diagnosis and treatment thereby making the 100 participants a manageable case load.

**Responsibilities:** Contact community leaders to create awareness of the SCD/T and the services to be provided by Global. Provide Outreach events to West Volusia residents. Document the date, location and participants of the Event. Facilitate access to SCD/T screening. Maintain database of clients to generate statistical reports as needed.

**SECTION III – FUNDING****Proposed Program Budget**

Complete this section only for the program for which funds are being requested. The West Volusia Hospital Authority prior to finalization of the funding agreement may request a copy of the Agency Operating Budget.

| <b>Program Revenue</b><br>(Program associated with WVHA funding request only) | <b>Amount</b>     | <b>% Of Program Revenue**</b> |
|---|-------------------|-------------------------------|
| Federal   |                   |                               |
| State   |                   |                               |
| County  |                   |                               |
| Other Local Funding (list)  |                   |                               |
| 3 <sup>rd</sup> Party Reimbursements  |                   |                               |
| Fees  |                   |                               |
| Medicaid/Medicare   |                   |                               |
| Other (list anything over 10% of Program Revenue)                             |                   |                               |
| <b>Amount Requested from the WVHA</b>   | <b>\$ 144,428</b> | <b>100%</b>                   |
| <b>TOTAL REVENUE *</b>  | <b>\$ 144,428</b> | <b>100%</b>                   |

| <b>Request brief narrative...<br/>Program Expenses</b><br>(Program associated with WVHA funding request only)            | <b>Amount</b>     | <b>% Of Program Expenses **</b> |
|--|-------------------|---------------------------------|
| Salaries and benefits  | \$ 81,200         | 56%                             |
| Contracted services  |                   |                                 |
| IT (web design/maintenance; computer network)  | \$ 10,000         | 7%                              |
| Contract Consultant  |                   |                                 |
| Administrative and other services (Audit)  | \$ 3,000          | 2%                              |
| Medical  |                   |                                 |
| Pharmacy   |                   |                                 |
| Other (list anything over 10% of Program Expense) Insurance, Computers and systems, website upgrade and software/system. |                   |                                 |
| Mileage Reimbursement  | 2,328             |                                 |
| Rent/Utilities   | 9,600             |                                 |
| Telephone  | 2,400             |                                 |
| Office Supplies & Printing   | 4,000             |                                 |
| Computers (2)  | 1,500             |                                 |
| Computer Software  | 1,000             |                                 |
| Printer/Copier/Fax   | 3,000             |                                 |
| Vehicle  | 15,000            |                                 |
| Gas/Maintenance/Insurance  | 7,000             |                                 |
| Misc. Professional liability insurance   | \$ 4,400          |                                 |
| <b>TOTAL OTHER EXPENSES \$50,228</b>   |                   | <b>35%</b>                      |
| <b>TOTAL EXPENSE *</b>   | <b>\$ 144,428</b> | <b>100%</b>                     |

\* TOTAL REVENUE MUST EQUAL TOTAL EXPENSES

\*\* % COLUMN MUST TOTAL 100%

- A. Describe any upcoming opportunities for receiving matching and/or other funding whether through federal and state governmental funds other than WVHA funding that may become available to support or reduce WVHA financial support of this program in the future.

Funding opportunities will be explored with Easter Seals of Volusia/Flagler Counties, Volusia County and private foundations.

- B. What attempts have you made to locate other funding sources (non-federal or state) or partners to meet this need?

Global has attended an organizing meeting led by Easter Seals of Volusia/Flagler Counties to develop a county-wide collaboration to meet the needs of residents identified with SCD/T. There is a potential future funding opportunity with Easter Seals.

- C. If the funding that the agency is requesting from the WVHA is dependent in any way upon another agency's support or activities, show substantiation and identity of that relationship.

Global will conduct independent and collaborative Outreach activities to identify residents in need of SCT screening and potential treatment. A Memorandum of Coordination is being entered into with Easter Seals which will enable Easter Seals to do the actual SCD/T screenings/tests.

- D. Describe how your agency can save the WVHA taxpayers money:

Through the early identification of residents with sickle cell disease/trait, and providing care coordination including education regarding managing the disease, Emergency Room visits will be reduced, hence saving taxpayers money.

## **BUDGET NARRATIVE**

**Attach, in narrative form, an explanation and justification of all line items listed for this program of service using the following guidelines. All items should be addressed. Indicate N/A if not applicable.**

### **Personnel:**

List each person who will be employed with position title, description and salary, payroll taxes and cost of benefits for each position.

Susan Kimeria, Care Coordinator (Job Description Attached)

|           |          |
|-----------|----------|
| Salary:   | \$40,000 |
| Taxes:    | 1,000    |
| Insurance | 3,600    |

Christian Brown, Outreach Coordinator (Job Description Attached)

|           |          |
|-----------|----------|
| Salary:   | \$32,000 |
| Taxes:    | 1,000    |
| Insurance | 3,600    |



**Contracted Services:**

Justify services provided under subcontracts and explain why agency staff cannot perform them.

**Information Technology:**

7,000

Establish computer networking to enable sharing of information; develop web site; secure web domain; host web site; maintain operating computers.

**Contract Consultant:** (5 hours per month @ \$50 per hour)

3,000

Grant writing as requested; budget revisions as needed; establish QuickBooks accounting system; develop client tracking database; create forms as needed for project implementation.

**Administrative and Other Services:**

List other categories of expenses incurred in operating Proposed Program. Justify any exceptional amounts.

Agency Audit: to be conducted by CPA firm to be identified.

3,000

**Medical:**

Describe how these services are provided and how cost is determined. N/A

(It is anticipated all diagnostic costs will be paid by Easter Seals through a grant with Volusia County)

**Pharmacy:**

Describe how these services are provided and how cost is determined. N/A

**Other:**

Include any expected costs not listed above. Provide clear justification for each item.

|                                   |   |        |
|-----------------------------------|---|--------|
| Mileage Reimbursement             | (400 miles @ .485 per mile for 12 months) | 2,328  |
| Rent/Utilities                    | (estimated 600/200 per month)             | 9,600  |
| Telephone                         | (estimated 200 per month)                 | 2,400  |
| Office Supplies                   | (300 per month)                           | 2,000  |
| Brochures/Educational Materials   | (copy costs and printing)                 | 2,000  |
| Computers                         | ( 2 desktop computers)                    | 1,500  |
| Computer Software                 | (QuickBooks/MS Office)                    | 1,000  |
| FAX/Copier/Printer                | (estimated rental 250 per month)          | 3,000  |
| Vehicle                           | (transporting clients to doctor appts)    | 15,000 |
| Gas/Vehicle Maintenance/Insurance |   | 7,000  |
| Professional Liability Insurance  |   | 4,400  |

AGENCY ATTESTATION FORM

AGENCY: Global Youth and Community Programs

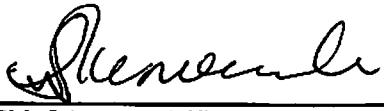
SERVICE NAME: Sickle Cell Anemia Program

TO COMPLY WITH WEST VOLUSIA HOSPITAL AUTHORITY APPLICATION REQUIREMENTS FOR FUNDING OF MEDICAL SERVICES FOR FISCAL YEAR 2016-2017, THE ABOVE REFERENCED AGENCY ATTESTS THAT:

- ✓ 1. **INCORPORATION.** The agency is a governmental agency or a corporation registered with the Office of Secretary of State for the State of Florida.
- ✓ 2. **NEGOTIATION.** The agency will negotiate, if deemed necessary by the West Volusia Hospital Authority, any relevant matter for incorporation into the contract.
- ✓ 3. **SERVICE AVAILABILITY.** Services will be made available on a nondiscriminatory basis regardless of race, religion, color, sex, national origin, age, handicap or marital status.
4. **DOCUMENTS.** The following documents will be submitted at noon on <sup>OCT 10, 2016</sup> April 1, 2016 with the completed application:
  - a) A certified audit for the previous fiscal year (if an audit was performed) or most current financial statements if no audit was performed
  - b) All legally required licenses (TO BE SECURED AS NECESSARY)
  - ✓ c) If tax exempt, a Tax Exempt Determination Letter from the Internal Revenue Service or signed letter from CPA verifying exempt filing status.
  - d) Fire and Health Inspection Certificates for service site(s) (if applicable)
  - ✓ e) Certificates of insurance (TO BE SECURED WITHIN 30 DAYS OF FUNDING)
5. **BACKGROUND CHECK.** All employees of the agency working directly with children must have a background screening completed through the abuse registry prior to working directly with children. (IN PROCESS)
6. **FISCAL CONDITIONS.** Circle the appropriate response to each of the following questions:
  - a) Yes ☒ No ☐ Has your agency ever had a contract canceled for cause?
  - b) Yes ☒ No ☐ Does your organization owe any repayment of funds to any funding sources?
  - c) Yes ☒ No ☐ Has your organization declared bankruptcy or had any assets attached by any court within the last 3 years?

If the answer to any of the questions stated above is "yes", please attach a written explanation.

**FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN PROGRAM FUNDS BEING DENIED AND, IF ALLOCATED, BEING WITHDRAWN, REALLOCATED, OR DELAYED.**

  
(Chief Agency Officer)

10/8/2016  
(Date)

SUSAN KIMERIA CEO/PRES. DEPT  
(Type Name/Title)

10/8/2016  
(Date)

\_\_\_\_\_  
(Authorized Agency Countersignature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Type Name/Title)

\_\_\_\_\_  
(Date)

**APPENDIX A**  
**Guide to Assist Applicants**

**Identify Why Funds are Being Requested: Examples**

1. To buy equipment that will increase productivity by X amount or to replace existing.
2. To add capacity. I will now be able to serve X amount of people as opposed to Y.
3. Program start up. Based on population of X people who are eligible for this service, we propose to provide this particular service and our proposed population will be Y number of people

Even though the CAC and Authority is interested in this information about program costs, most all funding commitments will be reimbursed on a fee-for-service basis.

**What Outcome(s)/Goals will this Service Address: Must be quantifiable statements (examples)**

1. This equipment will service X amount of people per week.
2. X amount of people will receive treatment for Y period of time with an expected rate of recovery of Z%. This is in compliance with the national average of a recovery rate of B based on the standard for this disorder.
3. X number of people will receive treatment that will limit hospital emergency room cost. It is estimated that our average cost for this treatment per person is Y where it is estimated that a hospital treatment cost is Z.

**Describe the Outcome Measures Your Agency Uses to Assess if the Goals are Met**

State what they are and how your agency ranked: e.g. "I used the American Medical Association's scoring standards and we were at X percentile which is Y% above, below, or on the mark of the National Goal."

---

**The following questions will be used in ranking all funding applications**

If it were up to you would you:

- A) Fund this applicant at 100% of the requested amount. Why:
- B) Not fund this applicant. Why:
- C) Fund this applicant but not at the requested amount of \$ \_\_\_\_\_.  
But fund the amount of \$ \_\_\_\_\_. Why:

**Memorandum of COLLABORATION  
Between  
Global Youth &Community Educational Programs  
AND  
Easter Seals**

This MEMORANDUM OF COLLABORATION (MOC) is hereby made and entered into by and between Global Youth &Community Educational Programs, hereinafter referred to as GYCEP and Easter Seals, hereinafter referred to as Easter Seals.

- I. **PURPOSE:**  
GYCEP AND Easter Seals will collaborate together in a health initiative serving West Volusia residents suffering with sickle cell disease and trait.
- II. **STATEMENT OF EXPECTATION:**  
  
GYCEP and Easter Seals agree to adhere to lawful and ethical business practices at all times. GYCEP and Easter Seals will observe HIPPA mandates while serving the community as well as all agency to agency interactions. GYCEP shall participate in all Sickle Cell Advisory Council network referral service activities; in addition to adopting and utilizing outreach educational curricular material developed by the Department of Health on behalf of the Sickle Cell Advisory Council. GYCEP will also attend all Sickle Cell Advisory Council trainings, as well as providing guidance in service plan development and implementation as pertaining to Sickle Cell Disease and trait.
- III. **GYCEP WILL PROVIDE IN FULL THE FOLLOWING SERVICES:**  
  
Case Care coordination for West Volusia residents with a focus on access to health care, in addition to community outreach.
- IV. **Easter Seals WILL PROVIDE:**  
  
Access to any and all outreach educational materials and supplies as well as access to agency contact lists or databases as pertaining to sickle cell disease and trait.
- V. **COMMENCEMENT/EXPERATION/TERMINATION**  
  
This MOC takes effect on October 4th, 2016 and remains in effect for five years or until either party give a ninety-day written notice of termination.  
  
GYCEP and Easter Seals may review and amend this MOC as needed to reflect current or future program changes.
- VI. **RESPONSIBILITIES AND AUTONOMY OF PARTNERS**

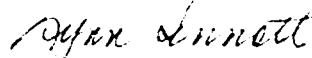
GYCEP and Easter Seals and their respective agencies will handle and maintain their own activities and utilize their own resources, including the expenditure of their own funds in operating their own programs or services, except in cases where specific joint ventures may be agreed upon by both parties.

## VII AUTHORIZED REPRESENTATIVES

By signing below, Easter Seals and GYCEP certify that the individuals listed in this document as representatives of GYCEP and Easter Seals are authorized to act and obligate their respective organizations pertaining to the matters related to this agreement.

Easter Seals

Global Youth & Community  
Educational Programs.

  
\_\_\_\_\_  
Lynn Sinnott

10/5/16  
Date

  
\_\_\_\_\_  
Susan Kimeria

10/5/2016  
Date

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

GLOBAL YOUTH &amp; COMMUNITY EDUCATION PROGRAMS INC (GYCEP)

**Filing Information**

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | N02000002053          |
| <b>FEI/EIN Number</b>       | 03-0427351            |
| <b>Date Filed</b>           | 03/15/2002            |
| <b>State</b>                | FL                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | NAME CHANGE AMENDMENT |
| <b>Event Date Filed</b>     | 08/22/2016            |
| <b>Event Effective Date</b> | NONE                  |

**Principal Address**2410 FOUNTAIN ROAD  
DELTONA, FL 32738

Changed: 07/12/2010

**Mailing Address**2410 FOUNTAIN ROAD  
DELTONA, FL 32738

Changed: 03/16/2014

**Registered Agent Name & Address**KIMERIA, SUSAN N  
2410 FOUNTAIN ROAD  
DELTONA, FL 32738

Name Changed: 03/01/2012

Address Changed: 07/12/2010

**Officer/Director Detail****Name & Address**

Title President (CEO)

KIMERIA, SUSAN N  
2410 FOUNTAIN ROAD  
DELTONA, FL 32738

**Title Treasurer**

Gray, Rodney  
1342 Coronet Dr  
Deltona, FL 32725

**Title Chairman**

Brown, Christian  
912 Tamerlane Street  
Deltona, FL 32725

**Title Director**

Benzo, Felicia  
1309 Micheal Ave  
Deltona, FL 32738

**Title VC**

Kimeria, Charles M  
2410 Fountain Road  
Deltona, FL 32738

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2015               | 05/07/2015        |
| 2016               | 04/15/2016        |
| 2016               | 06/07/2016        |

**Document Images**08/22/2016 -- Name Change[View image in PDF format](#)06/07/2016 -- AMENDED ANNUAL REPORT[View image in PDF format](#)04/15/2016 -- ANNUAL REPORT[View image in PDF format](#)05/07/2015 -- ANNUAL REPORT[View image in PDF format](#)03/16/2014 -- ANNUAL REPORT[View image in PDF format](#)02/20/2013 -- ANNUAL REPORT[View image in PDF format](#)03/01/2012 -- ANNUAL REPORT[View image in PDF format](#)03/15/2011 -- REINSTATEMENT[View image in PDF format](#)07/23/2010 -- Amendment and Name Change[View image in PDF format](#)07/12/2010 -- Amendment and Name Change[View image in PDF format](#)03/20/2009 -- ANNUAL REPORT[View image in PDF format](#)03/27/2008 -- ANNUAL REPORT[View image in PDF format](#)03/01/2007 -- ANNUAL REPORT[View image in PDF format](#)05/01/2006 -- ANNUAL REPORT[View image in PDF format](#)04/26/2005 -- ANNUAL REPORT



[04/27/2004 -- ANNUAL REPORT](#)[05/01/2003 -- ANNUAL REPORT](#)[01/30/2003 -- Amendment](#)[03/15/2002 -- Domestic Non-Profit](#)[View image in PDF format](#)[View image in PDF format](#)[View image in PDF format](#)[View image in PDF format](#)[View image in PDF format](#)

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State of Florida, Department of State

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 29 2015**

GLOBAL YOUTH COMMUNITY PROGRAMS INC  
2410 FOUNTAIN ROAD  
DELTONA, FL 32738-0000

Employer Identification Number:  
03-0427351  
DLN:  
26053695001735  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(iv)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
October 20, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for reinstatement under Section 7 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 5436

GLOBAL YOUTH COMMUNITY PROGRAMS INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements



P.O. Box 15284  
Wilmington, DE 19850

#### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

AI 0 075 536 198 007425 #001 AV 0.376

GLOBAL YOUTH & COMMUNITY PROGRAMS INC.  
(GYCEP)  
2410 FOUNTAIN RD  
DELTONA, FL 32738-4076

## Your Business Fundamentals Checking

for August 1, 2016 to August 31, 2016

Account number: 8980 7353 9011

GLOBAL YOUTH & COMMUNITY PROGRAMS INC. (GYCEP)

### Account summary

|                                     |          |
|-------------------------------------|----------|
| Beginning balance on August 1, 2016 | \$100.00 |
| Deposits and other credits          | 0.00     |
| Withdrawals and other debits        | -0.00    |
| Checks                              | -0.00    |
| Service fees                        | -0.00    |
| Ending balance on August 31, 2016   | \$100.00 |

# of deposits/credits: 0

# of withdrawals/debits: 0

# of items-previous cycle<sup>1</sup>: 0

# of days in cycle: 31

Average ledger balance: \$100.00

<sup>1</sup>Includes checks paid, deposited items & other debits

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or scan the QR code to learn more.



\*Mobile Banking requires enrollment through the Mobile Banking app, mobile website or Online Banking. Visit the Online Banking Service Agreement at [bankofamerica.com/service](http://bankofamerica.com/service) for more information. Data connection required. Wireless carrier fees may apply. The Mobile Banking app is available on iPad, iPhone and Android devices. ARJY5LS 1.55M Oct 15 04:01

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Between  
Global Youth &Community Educational Programs  
AND  
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Easter Seals

Global Youth & Community  
Educational Programs.

\_\_\_\_\_  
Lynn Sinnott

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Kimeria

\_\_\_\_\_  
Date

# **Global Youth & Community Programs, Inc.**

## ***Sickle Cell Disease/Trait Intervention Program***

**Job Description:** Care Coordinator

**Responsibilities:**

- Conduct community Outreach to locations where the target population may gather.
- Complete Client Intake forms to document demographic information for data processing.
- Ensure completion of Release of Information forms to access medical records.
- Complete a psycho-social assessment to determine client risk of SCD/T.
- Develop an individualized Service Plan with client input.
- Assist client in completing the WVHA application for the HealthCard.
- Coordinate and advocate for services with other community based resources.
- Refer client to community resources to meet identified needs.
- Document all provided services in a timely manner.
- Responsible for maintaining the integrity of the records through timely and accurate completion of all required paperwork.
- Maintain confidentiality at all times regarding client's personal information per State and Federal regulations.

**Required Skills:**

- Ability to navigate and use computer as a communication medium including; agency intranet, agency email, applicable software programs.
- Knowledge of community resources pertaining to the targeted population.
- Ability to plan, organize and coordinate work assignments.
- Ability to establish and maintain effective working relationships with clients, staff and community professionals, while observing boundaries.
- Ability to communicate effectively and efficiently with clients that are in severe emotional distress.
- Ability to handle irate clients and deescalate situations.
- Perform other duties per program requirement.

**Education Requirements:**

Bachelor Degree in health care or social services disciplines.

# **Global Youth & Community Programs, Inc.**

## ***Sickle Cell Disease/Trait Intervention Program***

**Job Description:** Outreach Coordinator

**Responsibilities:**

- Conduct community Outreach to locations where the target population may gather.
- Contact community leaders requesting permission to meet with residents utilizing their facility.
- Prepare community outreach materials appropriate to audience age.
- Document all contacts regarding Outreach.
- Assist Program Participants in completing WVHA HealthCard application.
- Provide access to SCD/T screenings or testing.
- Generate statistical reports as needed.
- Perform other duties per program requirement.

**Required Skills:**

- Ability to navigate and use computer as a communication medium including: agency intranet, agency email, applicable software programs.
- Knowledge of community resources pertaining to the target population.
- Ability to establish and maintain effective working relationships with clients, staff and community professionals, while observing boundaries.
- Ability to communicate effectively and efficiently with clients that are in severe emotional distress.
- Ability to handle irate clients and deescalate situations.

**Education Requirements:**

GED or High School Diploma; some college preferred.



Susan N. Kimeria, 2410 Fountain Road, Deltona FL 32738: (407)-738-1294  
Email: njoma75@gmail.com

**Objective:** To work in a dynamic and challenging environment, where I can apply my diverse skills and abilities in the community.

**Education:** Bachelor of Science in Healthcare Administration (Sum ma Cum Laude)  
Florida Metropolitan University. 2006

**Choices Program**

**Targeted Case Manager:**

June 2016 - Present

- Responsible for providing case management services to assigned case load.
- Develop and maintain clinical records and program documentation.
- Ability to coordinate and advocate for services with other community based resources.
- Conduct community outreach as needed.
- Responsible for assessments, service plans, linking, coordinating, brokering, advocating and evaluating the needs of chronically mentally ill adults and children. These services are provided via home visits and/or office visits and telephone calls.
- Responsible for maintaining the integrity of the records through timely and accurate completion of all required paperwork.
- Responsible for completion of multiple essential paperwork required for the success of the program, which includes, service plans, assessments, progress notes, tracking forms, reviews and intra agency referrals.
- Ensure all paperwork is submitted in a timely manner to appropriate departments as required.
- Ensure strict confidentiality is in force at all times regarding client's personal information per required by the State and federal regulations.

**Global Youth Initiatives**

Oct, 2015 – May, 2016

**Volunteer Coordinator:**

- Coordinating with school counselors regarding students that need mentoring.
- Assigning volunteers to schools.
- Following up with school administrations on the mentoring program.
- Following up with parents on the effectiveness of the program to the families.
- Working closely with Volusia County to establish school gardens.

Early Learning Coalition of Seminole:  
Family Services Specialist- Eligibility

Nov, 2013 – Sept, 2015

- Conduct client interviews and complete necessary paperwork accurately and in a timely manner for determining eligibility through State and/or local funding, transferring child care providers, and terminating services.
- Conduct interviews with clients who seek services based on referrals from DCF/designated agencies or Welfare Transition who may not require an advance appointment, as well as clients complying with continued eligibility requirements and redetermination.
- Provide information and assist parents to understand the rules and responsibility of the School Readiness program.
- Verify residency, income, birth date, and any other required eligibility documentation, as well as documenting parent fees.
- Determine client funding types, billing groups, eligibility codes and other information related to program/service eligibility.
- Maintain current and accurate information regarding client files, data records, and case notes for families as required in the state database system.
- Provide telephone consultations with families and educate on the documentation needed for School Readiness and VPK eligibility.
- Respond to requests for information from clients/providers in a timely manner and within the client confidentiality guidelines.
- Act as a conduit for families seeking child care assistance for children who may need special or non-traditional care.
- Interpret and effectively communicate Early Learning Coalition of Seminole policies verbally and in writing.
- Ensure that all information of a confidential nature is held in a secure and confidential method.
- Review files as required for accuracy, completeness and any other requirements of funding sources.

Destiny TCM Corporation:  
Targeted Case Manager

Dec, 2012- July, 2013

- Responsible for providing case management services to assigned case load.
- Develop and maintain clinical records and program documentation.
- Ability to coordinate and advocate for services with other community based resources.
- Conduct community outreach as needed.
- Responsible for assessments, service plans, linking, coordinating, brokering, advocating and evaluating the needs of chronically mentally ill adults and children. These services

- are provided via home visits and/or office visits and telephone calls.
- Responsible for maintaining the integrity of the records through timely and accurate completion of all required paperwork.
  - Responsible for completion of multiple essential paperwork required for the success of the program, which includes, service plans, assessments, progress notes, tracking forms, reviews and intra agency referrals.
  - Ensure all paperwork is submitted in a timely manner to appropriate departments as required.
  - Ensure strict confidentiality is in force at all times regarding client's personal information per required by the State and federal regulations.
  - Ability to navigate and use computer as a communication medium including; agency intranet, on-line computer training, agency email, applicable software programs.
  - Knowledge of community resources pertaining to the targeted population.
  - Ability to plan, organize and coordinate work assignments.
  - Ability to establish and maintain effective working relationships with others, while observing boundaries.
  - Ability to communicate effectively and efficiently with clients that are in severe emotional distress.
  - Ability to handle irate clients and deescalate situations.
  - Perform other duties assigned by supervisors.

Central Florida Dream Center:  
Youth Coordinator:

Feb, 2011- Aug, 2012

- Assisted in after school programs for the youth
- Mentoring the youth on life lessons
- Started Zumba classes to help students keep occupied/fit.
- Assisted in distribution of food to low income communities from the center.

Kidspace Inc.  
Case Manager

Sept, 2006- July, 2010

- Obtained referral information, ensuring that all referring documentation had been received.
- Verified clients eligibly, admitted into the system, assigned and authorized services for clients.
- Responsible for 15 Therapists with a total case load of 225-250 children. Ensured that the necessary services were provided and documented.

- Tracked service authorization periods/units and worked closely with Medicaid and other payers in re-authorizing processes. Applied State funding for Kids without payers.
- Reviewed progress notes for compliance. Ensure that services are not being provided outside authorized service periods. Responsible for billing my case load on a weekly basis in the system.
- Communicated with other Community service providers on client's needs. Followed up with family members and guardians to ensure they were happy with the services being provided.
- Ensured that assessments, treatment plans and reviews were completed and turned in within the time limits for reviews and billing. Completed weekly clinical audits per requirement.
- Responsible for processing all the Comprehensive Behavioral Health Assessments (CBHA) paperwork/documentations. Communicated constantly with the assessors on their case loads.
- Responsible for processing all the Family Services Planning Team (FSPT) paperwork/documentations. Attended FSPT monthly meetings to give reports on services.
- Ensured that all closed cases were discharged from the system.
- Worked with program Managers in following up on outstanding documentations.

Walgreen's Health Initiative  
Customer Representative

June, 2005- Aug, 2006

- Assisted in the implementation of Medicare Part D Program.
- Verified client's eligibility in the company's multiple computer systems.
- Communicated and obtained/passed information to pharmacies, doctors, insurance companies, patients, benefit administrators, human resource personnel concerning prescription benefits for clients.
- Ability to handle irate and difficult clients.

Orlando Regional Healthcare  
Home Health Aide

Dec, 2002- June, 2005

- Made home visits to assist clients with their daily living requirements.
- Documented and recorded clients' behavioral status and changes.
- Ensured patients had and took their medications on time.
- Ensured safe environment for the patients.

Certifications:

- National Incident Management Systems (NIMS) – Emergency Management Institute
- Introduction to the Incident Command System - Emergency Management Institute
- Community Emergency Response Team (CERT) – Orange County Fire Department

## ***Christian Brown***

912 Tamerlane Street, Deltona, F.L. 32725

386-216-1149

christianbrown460@gmail.com

### **Human Services - Community Social Services**

Passionate community servant leader, with advanced communication, and people skills. Highly trustworthy, compassionate plus socially aware. Able to interact in many different human service environments. Experienced with one on Stuart Ship guidance counseling, specializing in after school and summer school programs. Ordained community minister focusing on youth ministry. Team management oriented with highly effective advisory and advocacy skills. My goal is to work in the community using a specialized social service outlook, coupled with a proactive community outreach approach to make the greatest impact on those in need.

### **Areas of Expertise**

#### **Management**

- Conducted new hire interviews
- Facilitated business meetings and presentations
- Account management specializing in conflict resolution
- New hire training
- Public Relations management
- Career Services department manager

#### **Social Services**

- Catalyst public school youth mentor
- Hiv tester and counselor
- Career advisor
- Spiritual/Belief management coach
- Client care coordination
- Elderly care companion
- Peer Advocacy

#### **Community Outreach Engagement**

- Speech Craft communication and leadership work shops
- Financial literacy workshops
- Hiv Aids awareness outreach
- GED summer school program instructor
- After school club program facilitator
- Nonprofit speech contest coordinator

## **Organizational Affiliations**

- Global Youth and Community Educational Programs Deltona, F.L.
- West Volusia Toastmasters Deland, F.L.
- Catalyst Deltona, F.L.
- Avatar Network Heathrow, F.L.

## **Professional Experience**

|  |                               |                |                   |
|--|-------------------------------|----------------|-------------------|
| GYCEP  | Volunteer                     | 1/16 – current | Deltona, F.L.     |
| RAAO   | HIV Tester Counselor          | 4/15 - 7/16    | Deland, F.L.      |
| Catalyst                                       | After school program director | 9/13 - 6/15    | Deland, F.L.      |
| Everyone Is Someone                            | GED instructor                | 6/13 - 8/13    | Orange City F.L   |
| Business Consulting Automotive Owner/ Operator |                               | 4/08 - 4/10    | Orange City, F.L. |
| High Tech Institute                            | Career Services Advisor       | 3/06 - 3/07    | Orlando, F.L.     |

## **CERTIFICATIONS**

- Certified Public Notary
- Certified Department of Health HIV Tester Counselor
- Certified Spiritual Life Coach

Thank you for your recent request for the West Volusia Hospital Authority (WVHA) Funding Application Packet. Please pay close attention to the enclosed information designed to assist your efforts. We look forward to reviewing your proposal.

#### **ELIGIBLE APPLICANTS**

Applications will be accepted from private or public entities with the capacity, competence, and experience to accomplish proposed program goals and objectives. A different application and process is applicable to primary care providers.

#### **ELIGIBLE SERVICES**

Services must be provided within the boundaries of the West Volusia Hospital Authority. Only those programs which provide medical, health care related or access to health care services to indigent residents of West Volusia County as set forth in Chapter 57-2085, Laws of Florida, as amended, and pursuant to section 200.065, Florida Statutes will be considered for funding. All program requests must include measurable goals or outcomes and cost effectiveness/efficiency data.

#### **CONTENT OF APPLICATIONS**

Applications for funding must be submitted in the attached format and must address, at a minimum, the specific information requested in each section. Submissions are limited to no more than 14 pages (not counting required documents) and no smaller than 11 pt. font.

#### **APPLICATION SUBMISSION**

One original and seventeen copies of the completed application and attachments must be submitted by **NOON, October 7, 2016** at the following address:

West Volusia Hospital Authority  
c/o Dreggors, Rigsby & Teal, P.A., CPA  
1006 N. Woodland Blvd  
DeLand, Florida 32720

#### **APPLICATION REVIEW**

The Citizens Advisory Committee (CAC) of the West Volusia Hospital Authority reviews all applications. Applications will subsequently be placed on the Agenda of the West Volusia Hospital Authority for final determination for funding. A mandatory WVHA Funding Application Workshop shall be scheduled at least 21 days before the application deadline. Applications may be funded all, in part or not funded at all. All funding commitments conform to the October 1<sup>st</sup> – September 30<sup>th</sup> fiscal year and require applicants to execute a written funding agreement in a form acceptable to West Volusia Hospital Authority. Applicants that have not previously received funding are encouraged to request a sample of the required written funding agreement to ensure that funding requests comply with the required fee-for-service model and that the program anticipates that program participants will need to be screened individually for residence and income qualification pursuant to the West Volusia Hospital Authority ("WVHA") Health Card Program Eligibility Guidelines and Procedures.

#### **REPORTING REQUIREMENTS/INVOICES**

Reporting requirements will vary according to program/service and will be determined at the time of approval for funding. Invoices submitted to the Authority for services must include, at a minimum, invoice amount, time period covered, services rendered, the number of individuals served and the cost per unit of service. No cost or rate of reimbursement charged to the Authority may exceed that charged to any other funding entity, public or private, for the same or substantially the same services. A final report must be submitted to the Authority within 30 days of the end of the fiscal year and shall include services rendered, number served, outcomes and final budget information.

**WEST VOLUSIA HOSPITAL AUTHORITY  
C/O DREGGORS, RIGSBY & TEAL, PA  
1006 N. WOODLAND BLVD  
DELAND, FLORIDA 32720  
TEL: (386) 734-9441**

**APPLICATION FOR FUNDING  
STRICTLY ENFORCED FOR CONSIDERATION:  
APPLICATIONS ARE DUE BY NOON, FRIDAY, OCTOBER 7, 2016**

AGENCY: disAbility Solutions for Independent Living, Inc.  
EXECUTIVES DIRECTOR/PRESIDENT: Julie M. Shaw President/CEO  
ADDRESS: 119 South Palmetto Avenue, Suite 180, Daytona Beach, Florida 32114  
TELEPHONE 386-255-1812 x307 FAX: 386-255-1814  
CONTACT PERSON: Julie M. Shaw TITLE: President/CEO  
ADDRESS: Same As Above  
TELEPHONE: Same as Above FAX: Same As Above  
E-MAIL: Julie@dsil.org  
AGENCY STATUS (Circle One) Government Not for Profit For Profit Other  
Explanation, if you marked other:

|                                   | APPLICATION YEAR | PRIOR YEAR GRANTED |
|-----------------------------------|------------------|--------------------|
| TOTAL PROGRAM COST:               | \$ 115,440       | \$ 0               |
| *WVHA FUNDS REQUESTED: \$ 115,440 |                  | \$ 0               |

**AVERAGE COST/UNIT OF SERVICE WITH COMPARATIVE REIMBURSEMENT:**

| Description of Service<br>(Separately describe each type and Rx fee) | Agency cost per unit of service  | WVHA Reimbursement rate per unit of service                               | Medicaid Reimbursement rate per unit of service<br>(State of Florida)   | Medicare Reimbursement rate per unit of service              | Private Insurance Reimbursement rate per unit of service   |
|--|--|---|---|--|--|
| Case Management: Comprehensive                                       | Based on St. of FL Contract: \$219.98 per hour unit/minimum hours required based on 2016-17 contract | \$37.00 per hour based on lowest current rate received via Volusia County | Published rate is no longer available due to combined managed care rate per person per month pending with proposed increase by AHCA | Not Available for the Same or Substantially the Same Service | Volusia County Rate of Case Casemanagement Services for FY 2016 – 17 for Adults with Disabilities: \$40.86 |

**\* If you received funding last year and there is a significant change between the funds received last year and the funds requested this year, please explain below: N/A**



**Mission of your Agency:** The mission of disAbility Solutions for Independent Living, Inc. (DSIL) is to empower people with disabilities to attain equal opportunities in all aspects of society. DSIL is a non-profit organization that provides services to people with disabilities regardless of age, type of disability, and significance of the disability. DSIL's goal is to have equal access to health care, inclusive and competitive employment, education, transportation, housing, information, recreation, socialization and communication through independent community living, for all individuals with disabilities. DSIL is an agency run by individuals with disabilities for individuals with disabilities. People with disabilities make up 75% of our members on the Board of Directors and 100% of our staff members. Our Independent Living Philosophy considers disability a part of a natural aging process and places the consumer in control of their services by considering the consumer to be the expert on themselves in order to build the peer relationship. DSIL provides services for the individual with a disability to improve any area of their life while increasing their independence. DSIL serves Volusia and Flagler Counties. The youngest consumer starts at age 3 when they try to enter pre-kindergarten and we provide services through the end of life.

## **SECTION I – PROPOSAL (See Appendix A)**

A. Identify why funds are being requested and how funds will be used: disAbility Solutions is requesting funds to provide case management and outreach services to open and link individuals with disabilities in the WVHA by opening 80-100 cases and providing 80 community outreach events in order to establish a full time presence within the WVHA. DSIL's goal is to pursue and locate isolated individuals with disabilities in order to educate and achieve inclusion of residents living with disabilities in health care, wellness, disease prevention and health promotion. DSIL is going to accomplish this with a full time case manager and a part time (20hrs/wk.) outreach worker, with the supports of a Chief Executive Officer, Chief Financial Officer and an Executive Administrative Assistant from the agency. The WVHA program will be based out of donated space by a non-profit in the WVHA that serves individuals with disabilities. Both employees will be bilingual and we will seek a preference of both employees residing in the WVHD area.

Access to health care is critical for individuals with disabilities due to having a much higher rate of chronic disease or conditions as compared to the general population in Florida. Some examples from the 2014 Florida Disability and Health Need Assessment by the University of Florida revealed the following comparisons:

- 14.3% of people with disabilities (PWD) reported having a heart attack, compared to 2.9% of people without disabilities (PWOD)
- 14% of PWD reported a heart disease compared to 3.3% PWOD
- 7.9% of PWD reported a stroke as compared to 1.4 % of PWOD
- 73.1% of PWD reported currently having asthma, as compared to 57.3% of PWOD
- 18.7% of PWD report being told by a doctor that they have COPD, emphysema, or chronic bronchitis compared to 3.6% of PWOD
- 54.5% of PWD report being told by a doctor that they have arthritis, rheumatoid arthritis, gout or fibromyalgia as compared to 15.4% of PWOD
- 21.2% of PWD report having diabetes as compared to 6.3% of PWOD
- 9.6% of PWD reported having kidney disease compared to 2.2% of PWOD

The Florida Chartbook on Disability and Health, created by the Department of Epidemiology and Biostatistics College of Public Health and Health Professions at the University of Florida reveals from the 2000 census that Volusia County had the highest proportions of person's aged 16-64 reporting disability which was ranked 67 out of 67 counties at 39.2% of the population. Volusia County was also one of 5 counties with the highest proportion of persons aged 18 to 34 with any disability enrolled in college or graduate school at 20%.

DSIL eliminates one of the most prevalent barriers to health care for individuals with disabilities by providing a reasonable accommodation to all persons through home visits, if the person is unable to come to an office. Many times DSIL serves consumers who are isolated in their homes due to their health or mental health conditions, geographic isolation, inability to exit or enter their home safely due to their health, lack of proper equipment or lack of a ramp that meets their needs, people with no insurance and/or benefits, people receiving no services from other agencies in the community, transportation difficulties or no transportation available due to lack of funds to pay the cost of paratransit services and more.

DSIL's case management provides benefits and health insurance services by assisting in completion of applications for Medicaid/SSI, Social Security Disability Income (SSDI), Food Stamps or any other economic service program, applications to various health programs at the state, local or federal level, housing applications, transportation applications (Medicaid, Votran paratransit and Transportation Disadvantaged Services), in home service referrals and follow through on various Medicaid Waivers Services, credit assistance applications including those for educational loans, etc. DSIL is a registered and formal Community Partner with Department of Children and Families Economic Services and all case managers are required to be certified by DCF in order to leverage economic services to each individual's maximum potential if needed. DSIL's Case Managers are also required to be SCORE Certified (SSI/SSDI Outreach Access and Recovery Program created by Substance Abuse and Mental Health Services Administration (SAMHSA) to reduce homelessness. DSIL applies the same services to anyone with a disability who has no benefits and therefore no access to health care or extremely limited access to health care. DSIL case managers serve as a liaison between the individual with disabilities and the Florida Division of Disability Determination in order to reduce the time an application is opened for benefits by assisting the individual with submission of all required paperwork for approval and providing information on how the conditions limit the functionality of the person in daily living skills, etc. DSIL also completes a functional assessment that focuses upon physical environment, daily living and independent living skills, participation in community activities, nutritional status, medical status, intellectual/behavioral status, analysis of the natural support system and use of other agencies, physician contact information and prescribed medications, and concludes the assessment with a summary of how many times the person has been in the following setting during the last year: hospital, nursing home, or homeless. DSIL routinely goes through the process of elimination when seeking health care benefits for individuals with disabilities then assists individuals in accessing indigent health care throughout Volusia County. DSIL also assists with applying for the Affordable Care Act services if eligible.

DSIL will provide a case manager with the requested funding in order to address the barriers to health care, wellness, disease prevention or exacerbation and health promotion. DSIL addresses the barriers to health care by creating an Independent Living Plan which would prepare the individual to access health care and then monitor their compliance with physician recommendations. Some of those case management activities would include but not be limited to:

- Having a ramp built or the acquisition of appropriate durable medical equipment (any home modifications would be paid for by other sources rather than WVHA as well as the acquisition of durable medical equipment),
- Educating the individual on eligibility for benefits and/or insurance and assistance in completing the required applications in the home if needed or where they reside,
- Peer counseling (from a person with a disability to another person with a disability)
- Providing Votran bus or paratransit passes and/or approving an application for Votran transportation
- Determining if the individual would meet nursing home level of care in order to refer to the Long Term Care Waiver or applicable state waiver to start receiving services in the home or where the person resides for health insurance services

- Submitting the WVHA application to the House Next Door for uploading into the system (this proposed coordination for people who cannot get to the designated assistance sites by the WVHA has been agreed upon with the House Next Door's Coordinator)
- Provide information and training to health care providers on how to accommodate individuals with disabilities under the American with Disabilities Act. These services would have an increased availability to providers with designated staff and an office within the district.

**People with disabilities identified the following barriers they experience in accessing health care in the University's Florida Health Needs Assessment:**

- Unwillingness of providers to serve people with disabilities that need accommodations
- Lack of access to reasonable accommodations (sign language interpreters, printed material available in braille or on disc, communication assistance with the doctor, etc.)
- Programs not having at home options
- Program designs that make it difficult for people with disabilities to participate in
- Cost/Service not covered by insurance or unable to afford
- Lack of physical accessibility to the building, exam room, bathroom, weight scale and the exam table

Agencies that serve people with disabilities and individuals with disabilities identify the three priorities needed for individuals with disabilities. The most often ranked was the need for primary care exams, ranked second was training on nutrition, and ranked third was training on physical activity and fitness.

With this proposal, DSIL would provide a part time Outreach Worker who would participate in various community activities across the WVHA district and provide individual outreach to people who are geographically isolated in order to begin the provision of services.

All of these efforts decrease nonemergency health care by individuals with disabilities.

B. Describe your target population (the specific segment of the serviceable population you will be serving – i.e. children, seniors, pregnant, etc) in West Volusia: DSIL's primary target population will be adults and seniors with disabilities. But many times when we are in a home; we also assist with information and recommendations for extended family members, children, etc. DSIL provides a holistic approach to individuals with disabilities by taking "the big picture view" of the person's setting and needs.

C. Estimate the total number of people that will be served for the proposed budget year: The outreach worker will be required to plan, attend and participate and host at least 80 community events in unlimited types of setting across the WVHA. The proposed employee already voluntarily runs and organizes the MSKeeters Support Group in Deltona and has a long history of serving her community in various volunteer roles and is bilingual.

The case manager will be required to open 80 – 100 cases within one year and provide the services to the individuals with disabilities.

D. What measurable (i.e. outcomes that can be evaluated) outcomes/goals will this service address? Output #1 – Tracking the number of people with disabilities who have set health care goals or any other necessary service(s) goal in order to improve access to health care. This outcome will be reported on a monthly basis to include the following: Identification of Significant Life Area (Self-Advocacy/Self-Empowerment, Communication,

Mobility/Transportation, Community Based Living, Educational, Vocational, Self-Care, Information Access/Technology, Personal Resource Management, Relocation from a Licensed Facility to Community Based Living, Community/Social Participation, and of course Health Care, Wellness, Health Promotion, and Disease Prevention or Exacerbation).

Output #2 – Identification of age, gender, race(s), ethnicity, and demographic information including homelessness and the most frequented zip codes will be provided monthly.

Output #3 – A Narrative Report will include a description of the outcomes achieved during the reporting month, description of all collaborative services provided during the reporting month, description of the specific services provided during the month and how the services provided relate to the achievement of the overall program goals.

Outcome/Goals: 90% of all goals will be achieved over the contract period.

All of the case information will be entered into a databank that has the capacity to run reports on each data entry point collected and provide analysis of the services and outcomes. DSIL's user friendly databank also provides reminders to staff of when the targeted date of a goal is coming up, when the Independent Living Plan needs to be updated, if there are no progress notes written under a specific service that was identified to achieve a goal, the results of the needs assessment and financial assessment if the consumer chooses to have them completed and more. Quarterly the paper file is reviewed for Quality Assurance utilizing a checklist that is placed inside the consumer file.

E. Describe the outcome measures your agency uses to assess if the goals are met. DSIL will track the outcomes of our services by tracking the following: Goals Previously Set, New Goals this Month, Total Year to Date Set, Not Achieved, Unable to Complete (moved out of WVHA area, hospitalized or placed in skilled facility or licensed facility, dropped out of program, disability increased or was exacerbated), Achieved Goals and Number of Goals in Progress.

1. If industry standards are used, identify source: The outcome measure referred to above is the industry standard for Volusia County Children and Families Advisory Board Funding. DSIL has met this standard for county funding for the past 3 years.

2. If questionnaires were used: DSIL completes annual surveys on our consumers to determine satisfaction with the services provided, suggestions for new services or any comments consumers have about the agency, staff or services.

- a) Last year how many questionnaires were completed: 25%
- b) Number of valid complaints issued : 0
- c) Please attach summary of results.

3. If your agency uses any other monitoring method please explain methodology and outcome:

DSIL is monitored by Volusia County Children and Families Advisory Board, Easter Seals of Volusia and Flagler Counties, Council on Aging, State of Florida – Department of Education – Division of Vocational Rehabilitation and the federal Department of Education. Methodology is based on the requirements of each contract or funding source. DSIL had one corrective action since the agency was created January 4, 2006. Those monitoring reports and standards used in them can be provided by request. DSIL also completes an annual audit of the financial, policy and regulation requirements of the agency even though we do not meet the requirements for one under the federal and state requirements. DSIL completes an annual audit in order to provide the highest level of

transparency of the organization.

## **SECTION II - AGENCY ORGANIZATION**

A. Administrative and/or Financial Personnel provide organizational chart and qualifications related to their role in providing oversight and fiduciary responsibilities. Julie M. Shaw, CEO of DSIL has been providing services to individuals with disabilities across Florida for over 30 years. As CEO she created disAbility Solutions 10 years ago and has completed monitoring's and annual audits of the agency with only 1 corrective action item after the first federal monitoring. The corrective action item was to create a Cost Allocation Plan which was quickly approved by the federal government. She has provided services in Chattahoochee's Mental Health Institution to the criminally insane and the general population, a rural Association for Retarded Citizens in Gadsden County serving people with intellectual disabilities, outreach and mental health overlay services to geographically isolated seniors next to Georgia's border, significant schizophrenics in Broward county who resided in the community, case management and coordination of in-home services by implementing the first Medicaid Waiver Program in Broward county for adults with disabilities, Government Relations Director and lobbyist for three Florida Chapters of the Paralyzed Veterans of America, and she ran the Executive ADA Working Group under an Executive Order issued By Governor Jeb Bush for 8 years while being a registered lobbyist. Parts of Florida statute that were penned by the CEO and adopted include several sections of the Florida Accessibility Code for Building Construction, the service animal provisions, the polling place and voting machine requirements, the accessibility survey adopted through rule to be applied to each and every polling place, the creation of the First Florida Health Care Ombudsman Program under the Agency for Health Care Administration after the implementation of managed care in Florida, the creation of the Deaf and Hard of Hearing Advisory Council in the Department of Health, the creation of the Accessibility Survey for all Florida Courthouses which was also adopted by rule, and more. She has also been published by the National Institute on Disability Research and Rehabilitation on the impact of the Supreme Court's decision from Olmstead vs. LC and EW explaining the new paradigm for the delivery of services to individuals with disabilities under that court decision.

Diana Siebert, Chief Financial Officer has maintained all finances and financial policies and procedures of the agency resulting in clean audits each year. She produces all of the financial reports that the Board reviews monthly. She was new to non-profit agencies over 6 years ago but has quickly learned all federal, state and local financial requirements and compliance. She completes the necessary research, reviews and makes recommendations to the CEO in order to improve maintain or implement new regulation requirements and the application to DSIL's financial accountability. Prior to working as DSIL's CFO, she worked 8 years in professional bookkeeping, accounting, preparing corporate financial statements and tax returns.

Our Executive Administrative Assistant position is currently open at this time and we are in the process of interviewing.

B. Medical and/or Professional Personnel list the education, experience, qualifications and describe the roles of personnel involved in providing the direct service to be funded by WVHA.

The case manager will be recruited specifically for this position and DSIL has begun targeting professionals in the community to gauge interest and fill the position if funded. The candidate will require a Master's Degree in Social Work or similar professional field or 6 years of experience and working knowledge of serving individuals with disabilities in the community. The Case Manager will supervise the Outreach Worker and will have the capability to provide all services in the home or area where the person is residing. The purpose of the position is to increase or improve a consumer's access to health care within WVHA while providing the

services and supports for each individual to succeed in improving their independence and quality of life. Please see output and outcome details.

### SECTION III – FUNDING

#### Proposed Program Budget

Complete this section only for the program for which funds are being requested. The West Volusia Hospital Authority prior to finalization of the funding agreement may request a copy of the Agency Operating Budget.

| <b>Program Revenue</b><br>(Program associated with WVHA funding request only) | <b>Amount</b>    | <b>% Of Program Revenue**</b> |
|---|------------------|-------------------------------|
| Federal   |                  |                               |
| State   |                  |                               |
| County  |                  |                               |
| Other Local Funding (list)  |                  |                               |
|   |                  |                               |
|   |                  |                               |
| In-Kind Contributions   |                  |                               |
| 3 <sup>rd</sup> Party Reimbursements  |                  |                               |
| Fees  |                  |                               |
| Medicaid/Medicare   |                  |                               |
| Other (list anything over 10% of Program Revenue)                             |                  |                               |
|   |                  |                               |
|   |                  |                               |
| <b>Amount Requested from the WVHA</b>   | <b>\$115,440</b> | <b>100%</b>                   |
| <b>TOTAL REVENUE *</b>  | <b>\$115,440</b> | <b>100%</b>                   |

| <b>Request brief narrative...<br/>Program Expenses</b><br>(Program associated with WVHA funding request only) | <b>Amount</b> | <b>% Of Program Expenses **</b> |
|---|---------------|---------------------------------|
| Salaries and benefits   | \$75,504.68   | 65.41%                          |
| Contracted services   |               |                                 |
| Administrative and other services   | \$39,935.32   | 34.59%                          |
| Medical   |               |                                 |
| Pharmacy  |               |                                 |
| Other (list anything over 10% of Program Expense)   |               |                                 |
|   | \$115,440.00  | 100%                            |
| <b>TOTAL EXPENSE *</b>  |               |                                 |

\* TOTAL REVENUE MUST EQUAL TOTAL EXPENSES

\*\* % COLUMN MUST TOTAL 100%

- A. Describe any upcoming opportunities for receiving matching and/or other funding whether through federal and state governmental funds other than WVHA funding that may become available to support or reduce WVHA financial support of this program in the future. Due to the restrictions of the program geographically, DSIL is unable under federal and state regulations to combine funding sources therefore the WVHA funds are a separate cost center.
- B. What attempts have you made to locate other funding sources (nonfederal or state) or partners to meet this need? DSIL submitted and was awarded a grant to serve all of Volusia County through the Children's and Families Advisory Board and Contingency Funding application process in order to provide ramps county wide. DSIL is also a subcontractor with Easter Seals in order to provide case management services and the Council on Aging to build ramps for seniors. Due to limited funding for people who rent, DSIL has leveraged funds to build ramps from the Fair Housing Continuum that matches our cost for the construction either at a full rate or reduced rate of a match based on the quality of the rental property. This assists Volusia in increasing their accessible rental units county wide which are necessary for people who meet or are below the federal poverty level. DSIL is a sister program of the Florida Division of Vocational Rehabilitation and we received an increase of social security funds for the 2016-17 fiscal year. DSIL has written grants to private entities and holds fundraisers to maintain the level of services DSIL provides.
- C. If the funding that the agency is requesting from the WVHA is dependent in any way upon another agency's support or activities, show substantiation and identity of that relationship. Although DSIL partners and coordinates services, DSIL avoids duplication of services across the WVHA. We are not dependent in any way for another agencies support or activities. All administrative positions are only supported partially by the proposal for funding from the WVHA. The administrative staff, office support, supplies and training are dependent upon funding from all other sources received by the agency. DSIL is funded by the Department of Health and Human Services (recent transfer from the federal Department of Education), The Florida Department of Education, Volusia County Children's and Families Advisory Board, Easter Seals of Volusia Flagler Counties, Council on Aging, Florida Fair Housing Continuum, Knights of Columbus, Combined Federal Campaign of Central Florida United Way, donations, grant writing and fundraisers.
- D. Describe how your agency can save the WVHA taxpayers money: DSIL is saving the WCHA funding by making all efforts to prevent emergency room visits by improving access to health care, wellness, prevention, exacerbation and health promotion through the accomplishment of individualized goals and plan for each consumer served. The promotion of the adoption of healthy life styles through education, skill building, and outreach are the keys to reducing health care costs for individuals with disabilities through our community based on factors attributed to longevity, disease and quality of life outcomes.

## **BUDGET NARRATIVE**

Attach, in narrative form, an explanation and justification of all line items listed for this program of service using the following guidelines. All items should be addressed. Indicate N/A if not applicable.

### **Personnel: \$75, 504.68**

List each person who will be employed with position title, description and salary, payroll taxes and cost of benefits for each position.

Case manager: Full time (40 hours per week) @ \$20.00/hour

Outreach Coordinator: Part time (20 hours/week) @ \$15.00 per hour

|                                | <u>Case Manager</u> | <u>Outreach Worker</u> |
|--------------------------------|---------------------|------------------------|
| Salary                         | \$41,600.00         | \$ 15,600.00           |
| Bonus/Performance Incentives   | \$ 900.00           | \$ 250.00              |
| FICA (7.65%)                   | \$ 3,251.25         | \$ 1,212.53            |
| State Re-employment Tax (5.4%) | \$ 2,295.00         | \$ 855.90              |
| <u>Health/Dental/Vision</u>    | <u>\$ 9,540.00</u>  | <u>\$ 0.00</u>         |
|                                | \$57,586.25         | \$ 17,918.43           |

Contracted Services: N/A

### **Administrative and Other Services:**

#### **Outreach Expenses: \$5,590**

Includes the cost of publications, printing, presentation materials, and supplies for the WVHA staff and program. This includes publications in various languages. (Please note all equipment costs were removed from the first proposal submitted but the outreach expenses were extremely under estimated).

#### **Conferences and Trainings: \$500.00**

Cost for two staff members to attend a training conference. Hotel expense at actual cost acquired through a group rate, mileage rate according to DSIL's employment reimbursement rate of either the state \$.445/mile or no greater than the federal rate of \$.554/mile and meal allocations based on the State of Florida authorized reimbursement rates.

#### **General and Administrative: \$30,545.32**

Request to offset DSIL's expenses for local administration applied to the WVHA program. This includes travel to provide local services for approximately 500 miles per week, administrative expenses for CEO, CFO and EAA; which is a prorated share of all other agency indirect expenses based on the cost allocation method.

#### **Occupancy Expense: \$0**

DSIL will obtain free office space from another disability agency in the WVHD area. The prior Executive Director who approved the free space in DSIL's proposal has now left and a new Executive Director is in place so the agreement will need to be renegotiated.



Telephone: \$3,300

Cost for two land lines in WVHA area at \$140 per month and 2 cell phones at \$135 per month each.

Medical: N/A

Pharmacy: N/A

Other: N/A

AGENCY ATTESTATION FORM

AGENCY: disAbility Solutions for Independent Living, Inc.

SERVICE NAME: Case Management Services for the WVHA

TO COMPLY WITH WEST VOLUSIA HOSPITAL AUTHORITY APPLICATION REQUIREMENTS FOR FUNDING OF MEDICAL SERVICES FOR FISCAL YEAR 2016-2017, THE ABOVE REFERENCED AGENCY ATTESTS THAT:

1. **INCORPORATION.** The agency is a governmental agency or a corporation registered with the Office of Secretary of State for the State of Florida.
2. **NEGOTIATION.** The agency will negotiate, if deemed necessary by the West Volusia Hospital Authority, any relevant matter for incorporation into the contract.
3. **SERVICE AVAILABILITY.** Services will be made available on a nondiscriminatory basis regardless of race, religion, color, sex, national origin, age, handicap or marital status.
4. **DOCUMENTS.** The following documents will be submitted at noon on April 1, 2016 with the completed application:
  - a) A certified audit for the previous fiscal year (if an audit was performed) or most current financial statements if no audit was performed
  - b) All legally required licenses
  - c) If tax exempt, a Tax Exempt Determination Letter from the Internal Revenue Service or signed letter from CPA verifying exempt filing status.
  - d) Fire and Health Inspection Certificates for service site(s) (if applicable)
  - e) Certificates of insurance
5. **BACKGROUND CHECK.** All employees of the agency working directly with children must have a background screening completed through the abuse registry prior to working directly with children.
6. **FISCAL CONDITIONS.** Circle the appropriate response to each of the following questions:
  - a) Yes ☒ No Has your agency ever had a contract canceled for cause?
  - b) Yes ☒ No Does your organization owe any repayment of funds to any funding sources?
  - c) Yes ☒ No Has your organization declared bankruptcy or had any assets attached by any court within the last 3 years?

If the answer to any of the questions stated above is "yes", please attach a written explanation.

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT  
IN PROGRAM FUNDS BEING DENIED AND, IF ALLOCATED, BEING  
WITHDRAWN, REALLOCATED, OR DELAYED.

Julie M Shaw  
(Chief Agency Officer)

10/10/16  
(Date)

Julie M Shaw, Pres/CEO  
(Type Name/Title)

10/10/16  
(Date)

Diana L Siebert  
(Authorized Agency Countersignature)

10/10/16  
(Date)

Diana L Siebert, CEO  
(Type Name/Title)

10/10/16  
(Date)

**APPENDIX A**  
**Guide to Assist Applicants**

**Identify Why Funds are Being Requested: Examples**

1. To buy equipment that will increase productivity by X amount or to replace existing.
2. To add capacity. I will now be able to serve X amount of people as opposed to Y.
3. Program start up. Based on population of X people who are eligible for this service, we propose to provide this particular service and our proposed population will be Y number of people

Even though the CAC and Authority is interested in this information about program costs, most all funding commitments will be reimbursed on a fee-for-service basis.

**What Outcome(s)/Goals will this Service Address: Must be quantifiable statements (examples)**

1. This equipment will service X amount of people per week.
2. X amount of people will receive treatment for Y period of time with an expected rate of recovery of Z%. This is in compliance with the national average of a recovery rate of B based on the standard for this disorder.
3. X number of people will receive treatment that will limit hospital emergency room cost. It is estimated that our average cost for this treatment per person is Y where it is estimated that a hospital treatment cost is Z.

**Describe the Outcome Measures Your Agency Uses to Assess if the Goals are Met**

State what they are and how your agency ranked: e.g. "I used the American Medical Association's scoring standards and we were at X percentile which is Y% above, below, or on the mark of the National Goal."

---

**The following questions will be used in ranking all funding applications**

If it were up to you would you:

- A) Fund this applicant at 100% of the requested amount. Why:
- B) Not fund this applicant. Why:
- C) Fund this applicant but not at the requested amount of \$ \_\_\_\_\_.  
But fund the amount of \$ \_\_\_\_\_. Why:

# Organizational Chart



DSIL Board of  
Directors

Chief Executive  
Officer

Chief Financial  
Officer

Exec. Admin.  
Assistant

IL Instructor  
cookAbles

Case Manager(s)

Volunteers

Interns

**DISABILITY SOLUTIONS  
FOR INDEPENDENT LIVING,  
INC.**

**Financial Statements and  
Supplemental Information**

**For the Years Ended  
December 31, 2015 and  
2014**



*Partners*

W. Ed Moss Jr.  
Joe M. Krusick  
James R. Dexter  
Cori Cameron  
Bob Marchewka  
Ric Perez

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
disAbility Solutions for Independent Living, Inc.  
Daytona Beach, Florida

We have audited the accompanying financial statements of disAbility Solutions for Independent Living, Inc. (a "nonprofit corporation"), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of disAbility Solutions for Independent Living, Inc. as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

501 S. New York Ave.  
Suite 100  
Winter Park, FL 32789  
Phone: 407-644-5811  
Fax: 407-644-6022  
www.mosskrusick.com

American Institute of  
Certified Public  
Accountants

Florida Institute of  
Certified Public  
Accountants

disAbility Solutions for Independent Living, Inc.

STATEMENTS OF FINANCIAL POSITION

December 31, 2015 and 2014

ASSETS

|                                 | 2015              | 2014              |
|---------------------------------|-------------------|-------------------|
| <b>CURRENT ASSETS</b>           |                   |                   |
| Cash and cash equivalents       | \$ 65,104         | \$ 77,521         |
| Grants and contracts receivable | 60,639            | 46,389            |
| Prepaid expenses                | 1,175             | 1,549             |
| Total current assets            | 126,918           | 125,459           |
| Property and equipment, net     | 66,481            | 60,979            |
| Deposits and other assets       | 325               | 325               |
| Total assets                    | <u>\$ 193,724</u> | <u>\$ 186,763</u> |

LIABILITIES AND NET ASSETS

|                                  |                   |                   |
|----------------------------------|-------------------|-------------------|
| <b>CURRENT LIABILITIES</b>       |                   |                   |
| Accounts payable                 | \$ 4,514          | \$ 2,811          |
| Accrued expenses                 | 6,437             | 4,112             |
| Accrued paid time off            | 25,032            | 26,536            |
| Total current liabilities        | 35,983            | 33,459            |
| <b>NET ASSETS</b>                |                   |                   |
| Unrestricted                     |                   |                   |
| Undesignated                     | 78,317            | 79,101            |
| Board designated                 | 7,580             | 7,550             |
| Total unrestricted               | 85,897            | 86,651            |
| Temporarily restricted           | 71,844            | 66,653            |
| Total net assets                 | 157,741           | 153,304           |
| Total liabilities and net assets | <u>\$ 193,724</u> | <u>\$ 186,763</u> |

The accompanying notes are an integral part of these financial statements.



disAbility Solutions for Independent Living, Inc.

STATEMENTS OF CASH FLOWS

December 31, 2015 and 2014

|   | 2015             | 2014             |
|---|------------------|------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                       |                  |                  |
| Increase (decrease) in net assets   | \$ 4,437         | \$ (4,971)       |
| Adjustments to reconcile change in net assets to net cash provided by operations: |                  |                  |
| Depreciation expense  | 9,070            | 8,030            |
| Changes in operating assets and liabilities:                                      |                  |                  |
| (Increase) decrease in grants and contracts receivable                            | (14,250)         | 16,972           |
| Decrease (increase) in prepaid expenses   | 374              | (378)            |
| Decrease in certificates of deposit   | -                | 5,122            |
| Decrease in deposits  | -                | 4,581            |
| Increase in accounts payable  | 1,703            | 334              |
| Increase in accrued expenses  | 821              | 4,492            |
| Net cash provided by operating activities   | 2,155            | 34,182           |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                       |                  |                  |
| Purchase of property and equipment  | (14,572)         | -                |
| Net (decrease) increase in cash and equivalents                                   | (12,417)         | 34,182           |
| Cash and equivalents, beginning of year   | 77,521           | 43,339           |
| Cash and equivalents, end of year   | <u>\$ 65,104</u> | <u>\$ 77,521</u> |

The accompanying notes are an integral part of these financial statements.

**disAbility Solutions for Independent Living, Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**December 31, 2015 and 2014**

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**1. Organization**

disAbility Solutions for Independent Living, Inc. (the "Organization") is a nonprofit corporation organized to provide five core services: peer counseling, independent living skills training; individual and systems advocacy; information and referral; nursing home and youth transition services; and other related services in Volusia County and Flagler County, Florida. The majority of the sources of revenue for the Organization's services are from federal and state grants, contracts, and contributions.

**2. Basis of Accounting and Financial Statement Presentation**

The Organization follows standards of accounting and financial reporting prescribed for not-for-profit organizations. It uses the accrual basis of accounting in accordance with U.S. generally accepted accounting principles, which recognizes revenue when earned and expenses as incurred.

Financial statement presentation follows the recommendation of FASB ASC 958-210-45. The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Net assets and changes therein are classified and reported as follows:

Unrestricted - Net assets not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that will be met either by actions of the Organization and/or passage of time. In the course of carrying out contract agreements with federal and state grantor agencies, the Organization may use contract revenue to acquire various items needed to carry out the particular program. When those funds are used to acquire capitalized items, the title to them remains with the grantor agency. When the contract is over, unless approved by the grantor for use in other programs, the assets will have to be returned to the grantor. The Organization reports the expiration of donor restrictions based on the useful life of the assets as depreciation. The portion of temporarily restricted net assets which expires during the year is reclassified to unrestricted net assets.

Permanently Restricted - Net assets subject to donor-imposed stipulations that the Organization maintain them permanently. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

The Organization does not have any permanently restricted net assets as of December 31, 2015 and 2014.

**3. Cash and Equivalents**

Cash and cash equivalents include investments in highly liquid debt instruments with an initial maturity of three months or less, excluding amounts whose use is limited by donors' restrictions.

**disAbility Solutions for Independent Living, Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**December 31, 2015 and 2014**

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**9. Income Taxes**

disAbility Solutions for Independent Living, Inc. is exempt from federal income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code and therefore, no provision for federal income taxes in the accompanying financial statements has been made. There was no unrelated business income for the years ended December 31, 2015 and 2014, and accordingly, no provision for income taxes on unrelated business income was necessary.

Management has analyzed its various federal and state filing positions, and believes that its income tax filing positions and deductions are well documented and supported, and that no accrual for tax liabilities are necessary. Therefore, no reserves for uncertain tax positions have been recorded. disAbility Solutions for Independent Living, Inc. remain subject to examination by the Internal Revenue Service for the years ended December 31, 2013 through December 31, 2015.

**10. Estimates**

The Organization prepares its financial statements in conformity with generally accepted accounting principles, which requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**11. Fair Value of Financial Instruments**

The carrying amounts of cash and cash equivalents and grants and contracts receivable reported in the statement of financial position approximate fair market values because of the short maturities of those instruments.

**NOTE B – CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consists of one non-interest bearing operating account and one interest bearing savings account.

|   | 2015             | 2014             |
|---|------------------|------------------|
| Operating – unrestricted                      | \$ 51,035        | \$ 66,231        |
| Operating – temporarily restricted            | 6,489            | 3,740            |
| Interest bearing – board designated endowment | 7,580            | 7,550            |
| Total cash and cash equivalents               | <u>\$ 65,104</u> | <u>\$ 77,521</u> |

disAbility Solutions for Independent Living, Inc.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015 and 2014

NOTE E – BOARD DESIGNATED NET ASSETS

The Organization has Board designated endowment funds totaling \$7,580 and \$7,550 at December 31, 2015 and 2014, respectively. The Organization is following the State Prudent Management of Institutional Funds Act ("SPMIFA") as requiring the preservation of the fair value of the original endowment. As a result, the original amount is classified as Board designated unrestricted net assets. The investment income is classified as temporarily restricted until the amount is appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA.

NOTE F – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following at December 31:

|   | 2015             | 2014             |
|---|------------------|------------------|
| Children Only                           | \$ 31            | \$ 280           |
| Restricted to Consumer                  | 69               | 69               |
| Cooking Class                           | 262              | 262              |
| Ramp Funds                              | 5,609            | 2,878            |
| Service Animal Class                    | 517              | 3,250            |
| Fixed Assets*                           | 65,356           | 59,914           |
| Total temporarily restricted net assets | <u>\$ 71,844</u> | <u>\$ 66,653</u> |

- \* In the course of carrying out various contract agreements, the Organization may use contract revenue to acquire various items needed to carry out the particular program. When state or federal funds are used to acquire these items, the title to them remains with the grantor agency. When the contract is over, unless approved by the grantor for use in other programs, the assets will have to be returned to the grantor. The Organization reports the expiration of donor restrictions based on the useful life of the assets. The useful life used for recording the expiration of donor restrictions is the same as the depreciable life of the assets. The portion of temporarily restricted net assets which expires during the year is reclassified to unrestricted net assets. These assets are depreciated by the Organization as if owned by them.

## **SUPPLEMENTAL INFORMATION**

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Moss, Krusick & Associates, LLC*

April 21, 2016  
Winter Park, Florida



Daytona Beach Fire Dept (FL)  
301 S Beach St  
Daytona Beach, FL 32114

### Fire Dept Violation Notice

December 21, 2015

DISABILITY SOLUTIONS FOR INDEPENDENT LIV  
119 S PALMETTO AV 180  
DAYTONA BEACH, FL 32114

On Dec 21, 2015 an inspection or re inspection was performed on your facility at the above address. At the time of this inspection, no violations exist and/or have been corrected.

The inspection was visual only for determining compliance with codes and does not infer any warranty; either expressed or implied, concerning the workability or serviceability of any system.

A handwritten signature in black ink, appearing to read "SIEVERTSON BRIAN", written over a horizontal line.

SIEVERTSON BRIAN, 126886 SIEVERTSON  
Inspector

A handwritten signature in black ink, appearing to read "N/A", written over a horizontal line.

N/A

CINCINNATI OH 45999-0038

In reply refer to: 0248164798  
Feb. 17, 2016 LTR 4168C 0  
20-1755435 000000 00  
00016578  
BODC: TE

DISABILITY SOLUTIONS FOR  
INDEPENDENT LIVING INC  
% JULIE M SHAW  
119 S PALMETTO AVE STE 180  
DAYTONA BEACH FL 32114

033347

Employer ID Number: 20-1755435  
Form 990 required: yes

Dear Taxpayer:

This is in response to your request dated Feb. 05, 2016, regarding your tax-exempt status.

We issued you a determination letter in February 2005, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

---

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Capital Partners Insurance<br>298 S. Nova Road, Suite F<br>Ormond Beach, FL 32174<br>Mary P. McAree | <b>CONTACT NAME:</b> Mary P. McAree  |
|  | <b>PHONE (A/C, No, Ext):</b> 386-672-2827 <b>FAX (A/C, No):</b> 386-672-5156 |
|  | <b>E-MAIL ADDRESS:</b> mary@capitalpartnersinsurance.com                     |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |
|  | <b>INSURER A:</b> Philadelphia Insurance Co                                  |
|  | <b>INSURER B:</b> Old Dominion Insurance Company                             |
|  | <b>INSURER C:</b> Weston Insurance Management                                |
|  | <b>INSURER D:</b> Star Insurance Company                                     |
|  | <b>INSURER E:</b> Markel Insurance   |
|  | <b>INSURER F:</b>  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD                                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |               |                         |                         |  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   | PHPK1416044   | 11/16/2015              | 11/16/2016              | EACH OCCURRENCE \$ 1,000,000   |
| B        | <input checked="" type="checkbox"/> Fidelity Bond   |   | F223354       | 05/15/2016              | 05/15/2017              | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                           |
| A        | <input checked="" type="checkbox"/> Prof Liab \$1/\$200   |   | PHPK1416044   | 11/16/2015              | 11/16/2016              | MED EXP (Any one person) \$ 5,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          | OTHER:  |   |               |                         |                         | PRODUCTS - COMPIOP AGG \$ 2,000,000  |
|          |   |   |               |                         |                         | \$   |
| A        | AUTOMOBILE LIABILITY  |   | PHPK1416044   | 11/16/2015              | 11/16/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                               |
|          | <input type="checkbox"/> ANY AUTO   |   |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |   |   |               |                         |                         | \$   |
|          | UMBRELLA LIAB   | <input type="checkbox"/> OCCUR                      |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                |               |                         |                         | AGGREGATE \$   |
|          | DED   | RETENTION \$  |               |                         |                         | \$   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N   | WC084866400   | 09/15/2016              | 09/15/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> N/A                        |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |   |   |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A        | Property X Wind   |   | PHPK1083481   | 11/16/2015              | 11/16/2016              | Contents 48,800  |
| C        | Property Wind Only  |   | CFA900478302  | 12/16/2015              | 12/16/2016              | Btr&Imprv 80,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D&O Coverage - Pol #ML821262 - \$1,000,000 aggregate

## CERTIFICATE HOLDER

## CANCELLATION

Easter Seals Volusia  
and Flagler Counties  
1219 Dunn Ave  
Daytona Beach, FL 32114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary P. McAree



# THE CITY OF DAYTONA BEACH

## BUSINESS TAX LICENSE # BT-66873

THE CITY OF DAYTONA BEACH  
301 S. RIDGEWOOD, SUITE # 127  
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT  
PERMIT & LICENSING DIVISION  
Phone: 386-671-8140

BUSINESS NAME: DISABILITY SOLUTIONS FOR INDEPENDENT LIV

LOCATION: 119 S PALMETTO AVENUE, STE 180

BUSINESS TYPE: BUSINESS SERVICE

|            |                 |
|------------|-----------------|
| BT-66873   | TAX RECEIPT NO. |
| 66873      | ACCOUNT NO.     |
| 11/27/2007 | VALID FROM      |
| 09/30/2017 | VALID TO        |
|            | DATE PAID       |
| 0.00       | ANNUAL FEES     |

### EXEMPT

| <u>Fee Code</u> | <u>Description</u> |
|-----------------|--------------------|
| 0260            | BUSINESS SERVICE   |

#### MAIL TO:

DISABILITY SOLUTIONS FOR INDEPENDENT LIV  
119 S PALMETTO AVE, STE 180  
DAYTONA BEACH FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION  
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

### TAX RECEIPT



# THE CITY OF DAYTONA BEACH

## BUSINESS TAX LICENSE # BT-66873

THE CITY OF DAYTONA BEACH  
301 S. RIDGEWOOD, SUITE # 127  
DAYTONA BEACH, FL 32114

BT-66873

DISABILITY SOLUTIONS FOR INDEPENDENT LIV  
119 S PALMETTO AVENUE, STE 180

| <u>Fee Code</u> | <u>Description</u> | <u>Reference</u> | <u>Amt Paid</u> | <u>Date Paid</u> | <u>Pay Method</u> | <u>Check # / Ref</u> |
|-----------------|--------------------|------------------|-----------------|------------------|-------------------|----------------------|
| 0260            | BUSINESS SERVICE   | 2017             |                 |                  |                   |                      |

Fees Paid: \$0.00

**disAbility Solutions for Independent Living  
Summary - Consumer Satisfaction Survey  
(in numbers, NOT percentages)  
Submitted during State Fiscal Year: 2015-16**

**DSIL mailed 103 consumer surveys with a stamped return envelope and received 25 responses.**

1. Length of time consumers have been receiving services from the CIL:
  - a) Less than 6 months 2
  - b) 6-12 months 10
  - c) 12-24 months 2
  - d) More than 24 months 11 (DSIL provides services in the schools until they graduate)
  - e) No Response 0
  
2. Who sets the Independent Living goals?
  - a) The consumers set them 5
  - b) CIL staff and the consumers set them together 17
  - c) CIL staff set them 1
  - d) Consumers don't know who set them 2
  - e) No Response 0
  
3. According to the consumers, do the services received help them live more independently?
  - a) Yes, definitely helping 20
  - b) Yes, helping somewhat 5
  - c) No, consumers do not think so 0
  - d) No, they are not 0
  - e) No Response 0
  
4. Do/did the Center staff members treat consumers with respect and dignity?
  - a) Yes, definitely 23
  - b) Yes, consumers think so 3
  - c) No, consumers do not think so 0
  - d) No, definitely not 0
  - e) No Response 0
  
5. Overall, according to the consumers, are they satisfied with the services received?
  - a) Very satisfied 22
  - b) Mostly satisfied 2
  - c) Mildly satisfied 1
  - d) Very dissatisfied 0
  - e) No Response 0

- DSIL helps me in a way that I didn't know where I can get this kind of services from. How I use my mobility chair to get out my front door. I'm still in need of a ramp for the back door.
- As always excellent job.
- I am very happy with the services and help I receive from your staff
- The staff was great getting me a new ramp.
- IEP meetings have been helpful. Also guardian advocate procedure was helpful and appreciated.
- It would be nice to see a youth group offered
- DSIL has made a big difference in my education
- They're doing a great job.
- When I called I always get the answering machine. I would call back as soon as possible not 3 weeks later. And then leave me waiting and never get a call back. (Same commenter continued) I called the person that had my son's case per an IEP. She never showed up. I really needed someone with me. Not happy she didn't even call back to tell me she wasn't coming.



**THE CITY OF DAYTONA BEACH**  
**BUSINESS TAX LICENSE # BT-66873**

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**EXEMPT**

| <u>Fee Code</u> | <u>Description</u> |
|-----------------|--------------------|
| 0260            | BUSINESS SERVICE   |

MAIL TO:  
DISABILITY SOLUTIONS FOR INDEPENDENT LIV  
119 S PALMETTO AVE, STE 180  
DAYTONA BEACH FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION  
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

**TAX RECEIPT**



**THE CITY OF DAYTONA BEACH**  
**BUSINESS TAX LICENSE # BT-66873**

THE CITY OF DAYTONA BEACH  
301 S. RIDGEWOOD, SUITE # 127  
DAYTONA BEACH, FL 32114

**BT-66873**

DISABILITY SOLUTIONS FOR INDEPENDENT LIV  
119 S PALMETTO AVENUE, STE 180

| <u>Fee Code</u> | <u>Description</u> | <u>Reference</u> | <u>Amt Paid</u> | <u>Date Paid</u> | <u>Pay Method</u> | <u>Check # / Ref</u> |
|-----------------|--------------------|------------------|-----------------|------------------|-------------------|----------------------|
| 0260            | BUSINESS SERVICE   | 2017             |                 |                  |                   |                      |

Fees Paid: \$0.00



**What is One Voice for Volusia?** One Voice for Volusia is a neutral convener, engaging leaders and individuals to develop and implement strategies to improve the community. Our work includes the coordination of a community coalition and spearheading several community-wide initiatives such as The Community Agenda and the *thrive by five* Collaborative. One Voice for Volusia has also worked to prevent underage drinking and substance abuse among youth since our inception and we continue to serve in leadership capacities across Florida in building community coalitions. Through research, consensus building and the coordination of resources, One Voice for Volusia takes a leadership role in improving the quality of life in Volusia County.

**Our Mission:** Through collaboration One Voice for Volusia mobilizes all sectors of the community by strengthening our organized capacity to meet human needs.

By examining best practices and models from throughout the country, One Voice for Volusia progressively spearheads the establishment of a shared vision for local health and human services.

**Our Coalition:** One Voice for Volusia currently operates an active coalition. It is attended by 635 members representing 115 Subscriber organizations, who contributed over 3,000 hours to coalition work in 2015-16. Members participate in a variety of ways, including attending monthly coalition meetings, doing valuable committee work, receiving training opportunities and working on special projects. In the last two years our attendance at monthly meetings has almost doubled to 110+ community leaders attending on the 2<sup>nd</sup> Wednesday of the month at the Florida Department of Health in Volusia County from 9am to 10:30. Meetings afford a monthly opportunity for members & guests to:

- Learn something new & connect with peers in order to strengthen community bonds and partnerships
- Request assistance/partnership to address an issue
- Learn about committee work & strategic objective progress
- Discuss the policies and practices of the local health and human service system
- Share information and garner support for upcoming projects or events
- Discuss & develop solutions for community issues

## **One Voice for Volusia Team Projects for the 2015-16 Fiscal Year**

Through leveraging a vast array of synergistic relationships and community partnerships, One Voice for Volusia is able to maintain a very small footprint and yet make a very BIG impact on the community.

**Connecting Our Community, Facilitator Role** One Voice staff assists with and/or convenes meetings involving multi-agency efforts. One Voice for Volusia is also a leader, driving visionary efforts behind the collective work of other community coalitions throughout the State.

**Community Health Needs Assessment Volusia County:** One Voice for Volusia is currently contracted to conduct the first ever Joint Community Health Needs Assessment (CHNA) Process in Volusia County with all 5 Flagler Hospitals, Halifax Health and the Florida Department of Health working collaboratively to determine and prioritize our communities' greatest health needs. This process has brought 100's of community leaders together to evaluate the current state of health in Volusia County and to prioritize which needs we currently have both the capacity and the moral and fiscal obligation to address with best practice approaches that maximize current community assets that will affect the greatest positive change. This process has involved hosting 6 community process meetings, surveying over 2600 community members, gathering data on over 300 health issues and compiling thorough data and narrative rich reports on 12 selected health indicators for review and on the 5 initial health indicators selected for further community vetting and internal decision making. The CHNA document will be released in late summer on the One Voice for Volusia website.



**Community Health Needs Assessment and Community Health Improvement Plan Flagler County:** One Voice for Volusia has also partnered with Flagler Cares, Florida Hospital Flagler, Halifax Health and the Florida Department of Health in Flagler to help facilitate both their joint Community Health Needs Assessment Process and Community Health Improvement Plan.

**The Health and Human Services Summit:** Hosted annually each fall by One Voice for Volusia, the Health and Human Services Summit connects over 80 agencies to one another and the community at the beautiful Ocean Center. To maximize the day, 10 professional development courses, many with CEU's, are offered free of charge by community experts thanks to the generosity of corporate and organizational sponsors. This year in addition to the vendor floor, networking and training, we added free flu shots from Walgreens, had over 2000 items of clothing distributed including winter coats, offered opportunities to get your driver's license renewed and donate blood, had free diabetes and vision screening from the Lions Clubs and had a fun kids zone for our youth! **SAVE THE DATE, October 28<sup>th</sup> 2016** is the next Summit!

**Youth Substance Abuse Prevention:** By the end of the 2015-16 school year it is estimated that One Voice for Volusia will directly impact 15,000 youth and their families with their various youth substance abuse initiatives thanks to over 200 dedicated volunteers. By leveraging their partnerships through the coalition, Volusia County Schools and the Volusia Juvenile Justice Council, every 8<sup>th</sup> grader through their history class will go through the hour long *Know the Law* program, including a pre and post-test and a take-home detailed booklet for them and their parents. Armed with knowledge of the current laws and the very real consequences as well as the opportunity to interact positively with community law enforcement, our youth can make positive choices ensuring a positive future. Over 4000 teens pledged to drive with two hands on the wheel and two eyes on the road with the 1<sup>st</sup> Annual State Farm "Rock My Ride" initiative we created, and 4000 youth have participated in one of our *Friday Night Done Right* Social Norming efforts. Although most of our youth don't drink, 82% of Volusia youth who do drink report doing so in their homes or someone else's home, so we will reach over 1500 parents and 3000 youth with the *Parents Who Host Lose the Most* campaign in an effort to reduce social hosting in Volusia County.

**The Community Connector** is one of the resources borne from the Coalition. This popular e-communications tool sends over half a million updates on information regarding upcoming events, trainings, updates and job postings to over 2,800 subscribers, thus empowering our community and those who serve. Please join at <http://onevoiceforvolusia.org>

**The Community Agenda** One Voice for Volusia released the tenth annual Community Agenda Snapshot in September 2015 filled with 5-year trend data and current community demographics vital for our community to evaluate the effectiveness of current programs and to determine the need for solutions. Throughout the year, data updates can be found online by visiting [www.agendavf.org](http://www.agendavf.org) and are distributed in booklet form to community leaders, decision makers and programs throughout the year. Through community process data indicators on Children and Youth, Families and Neighborhoods, Aging and Elderly, Adults and Disabilities and Health and Wellness are the reported categories. Over 500 hard copies have been produced for distribution in addition to the online resource. In 2016-17 One Voice for Volusia will work with community partners to update the Community Agenda in order to incorporate the CHNA health priorities.

**thrive by five Collaborative** The *thrive by five* collaborative of 20 agencies and organizations, works together so that children are prepared to enter school ready to learn and are emotionally and physically healthy. The Community Agenda Steering Committee originally led One Voice for Volusia to convene this collaborative and through its members develop a strategic plan toward achieving optimal early childhood outcomes. One Voice for Volusia was the recipient of training and technical assistance with Georgetown University, awarded by the Florida Department of Health to strengthen the early childhood community system of care. The technical assistance resulted in the PYRAMID Partnership Summit, involving 83 parents and provider representative and continued support for the community wide implementation of the Strengthening Families model. Reading Pals and Baby Court are other important initiatives under this collaborative. In April, 2013, the *thrive by five Collaborative* received the Florida 2013 Children's Week Community Innovation Award. One Voice for Volusia facilitates the regular meeting of these important stakeholders and entered into a collaborative grant process with 4 of the partners in 2015 to bring the Help Me Grow developmental screenings and referrals program to our community.

Questions? Please contact Julie Barrow at 386-947-8301 or [Julie@ovfv.org](mailto:Julie@ovfv.org)

**WEST VOLUSIA HOSPITAL AUTHORITY**  
**DeLand City Hall-Commission Chambers**  
**120 S. Florida Avenue, DeLand, FL**  
**TENTATIVELY SCHEDULED MEETINGS - 2017**

**Citizens Advisory Committee Meetings**  
**Tuesdays at 5:15pm**

**Board of Commissioners Meetings**  
**Thursdays at 5:00pm**

February 7 - CAC Organizational/Orientation  
 \*Kathie Shepard

January 19 - Organizational/Regular

February 16 (FLA HOSP/HSCFV)  
**(POMCO to Attend)**

March 7 – Applicant Workshop \*Ross Dickinson

March 16 (TNC/Good Sam)

**April 20 – 5 p.m. Joint meeting of WVHA Board and CAC – Preliminary Funding application review**

May 9 - Discussion/Q&A Meeting \*Andy Ferrari

\*\*\*May 23 - Scoring Meeting \*Barb Girtman

\*\* May 18 (FLA HOSP-SMA/RAAO/Global)

June 15 – 4 p.m. Primary Care Application Workshop (duration 1 ½ hours)  
June 15 – 5:30 p.m. Joint meeting of WVHA Board and CAC–Funding Recommendations

July (CAC Hiatus)

July 20 (4:00 p.m.) Budget  
 Workshop Followed by Regular  
 (THND/Healthy Comm)  
**(POMCO to Attend)**

August (CAC Hiatus)

\*\*\*August 17 (FLA HOSP)

September 12 – New Services Mandatory  
 Applicant Workshop (CAC representative present)

\*\*\*September 7 – Initial Budget Hearing

**September 21 - Final Budget/Regular Meeting**

October (CAC Hiatus)

October 19

November 14 – New Services Applicant Review  
 \*New Commissioner

November 16 (FLA HOSP)

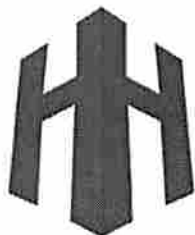
\*WVHA Commissioner to attend CAC Meeting

Meetings to be held at DeLand City Hall Commission Chamber 120 S. Florida Avenue, DeLand FL

\*\*Meeting to be held at Florida Hospital Fish Memorial 1745 Sterling Blvd., Deltona FL

\*\*\* Meeting to be held at DRT, 1006 N. Woodland Blvd., DeLand, FL





**HILL & HOLLIS**

— ENTERPRISES, INC. —

## WVHA Agreement

WVHA,

Per our agreement, I would like to welcome WVHA to the Hill & Hollis Enterprises, Inc. family. We are excited to bring our marketing team's skills and expertise to the WVHA. Outlined below are items included in the package you have selected. Under this agreement, our team will act as your marketing arm for the next 12 months.

Please sign below and return with payment to implement our marketing agreement. We look forward to working with your team!

Hill & Hollis Enterprises, Inc. will provide the following in our Inclusive package to the WVHA:

- Up to 20 hours a month (time allocated to design & implement project)
  - Includes research, interviews, presentations, graphic design, etc...
- Create and manage social media accounts including Facebook and YouTube
- Develop and manage new website including online application
- Design and produce marketing collateral (includes 2,000 brochures)
- Develop and manage a Google Adwords Campaign
- Develop and manage social media campaign (increase LIKES and followers)
- Professional production of a TV commercial (2 versions of :30sec spot) and 6 months air time
- Professional radio script and voice (at least 2 versions of :30sec spot) and 6 months of air time
- Writing up to 6 press releases to send to media outlets
- Attending up to 6 events to promote and hand out WVHA marketing collateral (events and dates TBD)
- 2 billboards for 6 months (includes vinyl)
- 10 bus benches for 6 months (includes vinyl)
- 2 bus ads with Votran bus for 6 months ("Supertail"(back side of bus), including vinyl)

WVHA agrees to pay the total amount of \$127,500.00 for the Inclusive marketing package outlined in the proposal and bullet points above.

---

**Barbara Girtman**

Chair

West Volusia Hospital Authority

*\*Note: The quality of our work is **guaranteed**. In the event that you feel that we are not meeting the standards described herein or based on our mutual conversations and agreements, this agreement may be canceled given 60-days written notice by either party. The agreement may be upgraded with 30-day written notice by the client.*

# Marketing Proposal

## Prepared Exclusively for



**HILL & HOLLIS**  
— ENTERPRISES, INC. —

713 W. NEW YORK AVE. DELAND, FL 32720 ♦ 386.279.0123 ♦ [HILLHOLLIS.COM](http://HILLHOLLIS.COM)

# Agency Approach

Hill & Hollis Enterprises, Inc. is a Florida-based award-winning public relations and marketing firm specializing in unique campaigns. We offer the highest level of personal and creative strategic planning and communication services. The boutique firm was conceived with an emphasis on corporate identity, image management, and brand development.

Combining media relations, promotions, strategic alliance development along with event production, Hill & Hollis Enterprises, Inc. creates campaigns that exceed client expectations. Successful campaigns are created with client short and long term sales and marketing objectives so that public relations programs dovetail with client marketing and monetary goals and increase the client's bottom line.

At Hill & Hollis Enterprises, Inc., we believe in interactive and close client/agency relationships. We study a company or product from every angle, and each act we take is designed to achieve results. We, the Hill & Hollis team, pride ourselves on our innovative strategic planning, creativity and successful team efforts with our clients. Although you may not have direct contact with our entire staff, we assure you that everyone will be working on your behalf.

Along with our team members, Hill & Hollis Enterprises, Inc. has staff that will contribute their creative efforts to your account. You will get to know them as we work together as well. Our boutique marketing firm embraces a "hands-on" approach to all client projects. So, you are provided with a complete marketing staff at your fingertips. Working with Hill & Hollis Enterprises, Inc. enables you to have the best marketing specialists working for you without having to hire a full-time marketing employee or employees that you have to provide salary and benefits. Following are the members of our family that are dedicated to your account reaching it's fullest potential.



# Who we are

**Harper Hill, President-** "Promoting my passions began at an early age and has always come quite naturally to me." Harper Hill merged his love of promotions, media and P.R with the creation of Hill & Hollis Enterprises, Inc. Harper directed advertising and promotion for his family's real estate business in Savannah, GA. Hill also successfully managed and operated his own real estate operation in DeLand, FL as well as an investment firm.

Hill specializes in luxury brand travel, tourism, hospitality development. Hill also has worked extensively with many non-profit organizations developing revenue-generating golf tournament programs. A graduate of Stetson University, Hill currently serves on the Board of Trustees for Alpha Tau Omega, St. Barnabas Episcopal School, Latino Leadership of Orlando as well as DeLand Area Chamber of Commerce and is Past President of The Rotary Club of DeLand.

**Will Hollis, Vice President-** As part of our team, Will assists in developing the strategy and messaging of our campaigns. Hollis has a background in family business as well as marketing and focuses on brand development. Hollis serves as our team leader for our digital advertising market and has also developed a drone division of Hill & Hollis which boasts state of the art, aerial, multi-media production capabilities.

Community service driven, Hollis has been on a medical mission trip to Bolivia through Operation Smile, is a member and board member of Rotary Club of DeLand, has designed and installed a garden for Southwest Middle School in DeLand with ENACTUS, a community service based entrepreneurship club at Stetson. Hollis also serves on the board of directors for the Neighborhood Center in DeLand as well as the Discover DeLand board of directors.

# Who we are

**Haley Long, Director of Graphic Design and Photography-** A Graphic Design graduate of The Art Institute of Tampa, Haley takes her knowledge and passion for design to every client. Long demonstrates attention to detail in everything she does, making sure that every project is completed with the utmost quality. Long looks at the “big picture” and has an understanding of the business as a whole. She specializes in social media campaigns including Facebook, Twitter, Pinterest, Vine, and Instagram. Successful campaigns that she has worked on include popular national brands like NBA's Orlando Magic and HSN (Home Shopping Network).

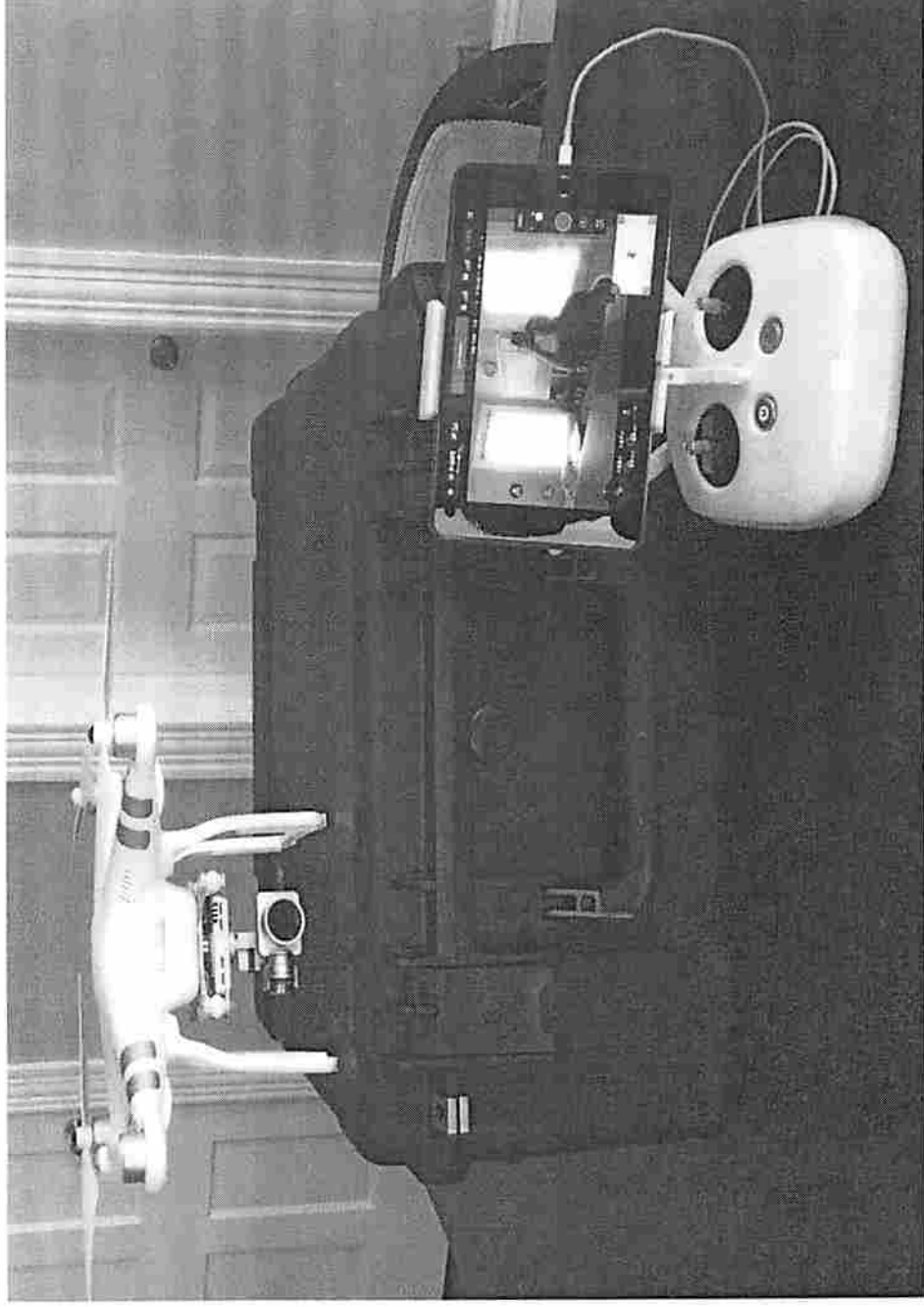
In addition to her design background, Haley has been a photographer for over 10 years. She has photographed numerous events in the Tampa Bay area including Fashions Night Out, Off the Field, Fashion Week Tampa Bay, and Fashion Funds the Cure with Carson Kressley. Long serves on the on the board of directors for the Neighborhood Center in DeLand and is active in the DeLand community.

**Shawn Grimes, Associate-** With over 30 years of experience in team leadership and management, Shawn's role is to facilitate day to day operations tasks assigned by the Hill and Hollis leadership. Grimes is a hands-on person and makes sure that clients are in full communication with our staff. Grimes specializes in event based marketing initiatives and will serve on site for any internal or external communications tactics that will derive from event planning.

Mr. Grimes collaborates with each of the account team members to make sure that all client events are planned with the client in mind. Grimes has extensive knowledge of golf tournaments and fundraising events. Grimes' portfolio includes involvement on some of the region's largest and highest revenue generating golf events.

# Who we are

**"Betty White"** – Yes, we named our drone! She can take 12 megapixel photos and can record amazingly crisp videos in 4K at up to 400 feet in the air. If you need aerial shots of your facility, an aerial video clip of a project your company is working on, or even a virtual tour of your office and/or warehouse – Betty White has got you covered!





# Why choose Hill & Hollis



- Hill & Hollis Enterprises, Inc. has enabled clients like Florida Hospital DeLand to mark their 50<sup>th</sup> anniversary respectively aggressive advertising campaigns and have assisted Orange County Schools to open charter schools with award-winning imaging and branding.
- Our creative approach and grass-roots marketing enables our clients to get the most out of their marketing dollars on any budget.
- With respect to marketing and advertising firms in the greater Volusia county area, our commitment to community development and extensive work and outreach we do with non-profits is unrivaled.
- Hill & Hollis Enterprises, Inc. has introduced our portfolio of brands to key target audiences including:
  - Kermit's Key West Key Lime, who's products have been featured in the Latino Open, Citrus Girl Scouts regional fundraising, March of Dimes Regional Magazine, and on TV and radio segments such as Food Network's Unwrapped, and Paula Deen shows.
  - Eyedews, who's been featured in national woman's' magazines like Self and Allure as well as on Entertainment Tonight.
  - Walmart Neighborhood Markets in Central Florida, including zoning and planning, city council and public relations.

# Why choose Hill & Hollis



- Our client's news stories are featured in regional tabs and newspapers as well as local news sources such as the West Volusia Beacon, Orlando Sentinel, Miami Herald and News Journal.
- Hill & Hollis Enterprises, Inc. has developed corporate sponsorship and partner programs for charter schools and non-profits where product donation from such leading brands as Luzianne Tea and Kraft along with monetary donations have been generated for clients and their events.
- Hill & Hollis Enterprises, Inc. will work seamlessly with your staff to capitalize on marketing and publicity opportunities and propose new media and marketing endeavors for you to take advantage of as they arise.
- Hill & Hollis Enterprises, Inc. has an extensive database of corporate partners to negotiate sponsorships, donations and product contributions.
- Hill & Hollis Enterprises, Inc. will work within budget guidelines and use creative approaches toward stretching budget dollars.
- When you choose Hill & Hollis Enterprises, Inc. you get a team of dedicated marketing professionals and event coordinators at your disposal!



# We can proudly state

- We are a boutique agency providing hands-on contact with the agency principals with over 50 plus years of combined P.R. and marketing experience.
- We create fully integrated campaigns including promotions, direct mail, corporate sponsor programs, marketing, Google AdWords and media relations.
- Our agency focus is on brand development and promotion.
- We create a marketing partnership with our clients and maintain close involvement on a weekly basis.
- We only engage clients with whom we are passionate about their products and services.
- Each client is handled on an individual basis. We study a company from all angles and develop programs to fulfill their monetary goals, budget, and timeline, which we then use to create a comprehensive P.R. plan and assessment, accomplished within the first 30 days.
- We aim to exceed expectations and deliver results that are based on our clients marketing objectives that assist in overall image development.
- We have a reputation for designing custom creative campaigns that are direct, aesthetic and have an impact. There is no cookie-cutter approach.

# Objectives

- Establish West Volusia Hospital Authority (WVHA) as the leading resource for providing access to healthcare for the indigent residents of West Volusia.
- Identify and engage in promotional opportunities and bring about brand awareness
- Foster media opportunities
- Establish brand identity
- Evaluate WVHA logo and create a slogan to incorporate into marketing campaigns
- Meet with partnering program directors to accurately convey new brand identity
- Involve local law enforcement in the promotional process and brand awareness
- Develop an active social media/search engine presence
- Develop new website to include online application
- Drive traffic to the website
- Develop and implement marketing, community relations, and public relations campaigns
- Create a following on social media (Facebook, Twitter, Instagram, YouTube, and LinkedIn)
- Develop marketing collateral to further brand awareness
- Assist with writing/editing of website and content for social media pages
- Develop and manage a Google AdWords advertising campaign
- Develop SEO strategy to maintain and grow online presence
- Negotiate the best pricing on all hard costs associated with marketing initiatives
- Establish a marketing budget for the items listed above
- Promote writing opportunities in media

# Measurements of success



- Increase overall awareness and understanding of what WVHA does as well as how and where they operate
- Increase website traffic and online applications
- Increase in social media following
- Established social media campaign(s) using Facebook, Twitter, Instagram, YouTube, etc.
- Placement of local, regional, national news stories
- Development of brand identity
- Implementation of marketing strategy for both short-term and long-term goals
- Creation of media contacts specific to your brand
- Recognition of your brand as the leading resource for providing access to healthcare for the indigent residents of West Volusia.
- Implementation of an advertising tracking program
- Management of Google AdWords campaign and tracking click through rates
- Increase awareness to increase WVHA patient HealthCard applicants.
- Establish relationships for potential partnerships and/or promotional opportunities
- Creation quarterly e-newsletter
- Establish relationships with law enforcement officials to help promote the WVHA
- Creation of both digital and print marketing collateral
- Development of website that compliments brand

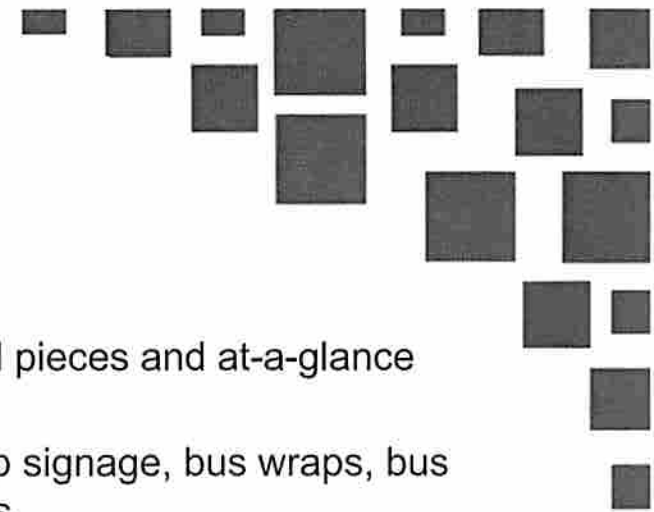
# Tactics



Hill & Hollis Enterprises, Inc. will position you as an expert in healthcare and revamp your website, creating networking opportunities, and designing marketing collateral.

We will assist you in developing your story and key message points. We will also help you with the writing, editing and packaging of your website and pitch your brand to the media for placement of news stories. We envision a brand that encompasses learning tools, and advice for people in need of healthcare.

We will aggressively build up your followers and then relaunch your brand with a multi-tiered marketing and public relations campaign strategy encompassing ways to promote your website and increase awareness about your message. We will reach out to local groups, businesses and organizations such as chambers, banks, Mainstreet associations, law enforcement, city employees, rotary and other organizations to market the your brand. We will create advertising that ties with your brand such as billboards, radio and television commercials and more. We will communicate, with current and future partners, the message of WVHA at community events. In addition, we will interview affiliate directors to promote community partnerships. We will also work with local partners to maximize any co-op advertising opportunities.



# Additional Tactics

Hill & Hollis Enterprises, Inc. will develop the following on your behalf:

- *Promotional Material* – Brochures, posters, rack cards, informational pieces and at-a-glance sheets
- *Outdoor Advertising and Signage* – Includes any billboards, bus stop signage, bus wraps, bus bench signage, and banners that may be used for community events
- *Target Events for cross promotion* – Communicate with current and future partners the West Volusia Hospital Authority message at community events
- *Print Advertisement* – Write articles, press releases, advertisements, press kits and agreed upon marketing materials in the way of printed promotion that can spread the word about the message of West Volusia Hospital Authority
- *Television and Radio* – Production of professionally produced and filmed commercials for television and social media, script writing and professionally produced PSA's for radio networks
- *Web* – We will keep website content fresh, create SEO marketing, Google AdWords and develop ways to engage youth to visit website
- *Videos* – Share commercials on social media platforms
- *Social Media* – We will craft a presence on social media platforms including Facebook, Youtube, etc to educate others and increase brand awareness of WVHA.
- *Face to Face* – Creating partnerships with Law Enforcement Officials, Churches, and other non-profit organizations to promote the resources provided by the WVHA.

# Sample Advertising



**WEST VOLUSIA  
HOSPITAL AUTHORITY**

WE'RE THERE WHEN YOU NEED US





# Methodology & Options



There are three levels of interaction that can be effective for this project, depending on the degree of help and participation you desire from our agency.

- **Advisory** – In this capacity we would serve as your backstage resource, meeting with the team charged with launching this initiative. The role would include sounding board for plans, ideas and strategies, devil's advocate on key initiatives, third-party objective review source and oversight of the launch itself. We estimate the time involved to be about 12 months to complete the planning, development, resourcing and to finalize the marketing tasks. Does not include any hard costs or advertising expenses.
  - Web-based research
  - Content management of website
  - Content management and administration of social media
  - Development of new website which will include online application
  - Manage Google AdWords campaign
  - Design marketing collateral and print advertising including billboards, bus stop signage and bus wraps
  - Create social media presence and social media advertising
  - Design all digital advertising

# Methodology & Options

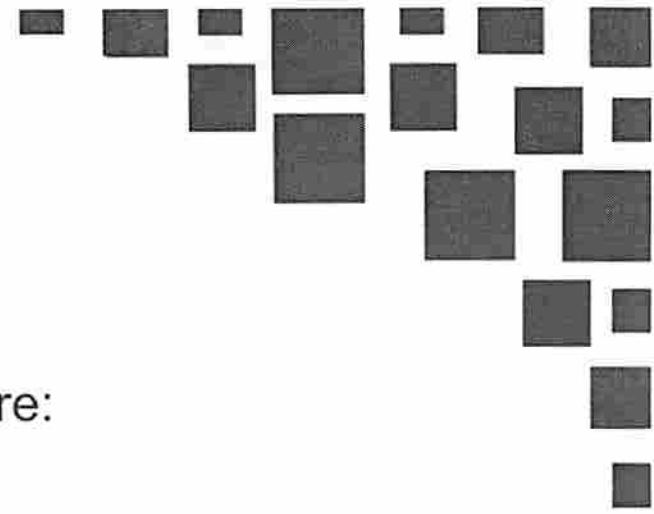


- **Consultative** – In addition to the responsibilities and contributions of option #1, we would also attend predetermined work meetings; and be available to launch initiatives and have our team at your disposal for brain storming sessions. We estimate that this involvement would last for about 12 months. This package also includes the following:
  - Interview affiliate partners and members
  - Production of one television and radio commercial
  - Create and produce Google AdWords campaign
  - Design and produce marketing collateral
  - Design print and digital advertising including billboards, bus stop signage and bus wraps
  - Create social media presence and produce social media advertising
  - Develop quarterly e-newsletter to send to affiliate partners, patients, volunteers, and supporters



# Methodology & Options

- **Inclusive** – In addition to the roles described in both options #1 and #2, we would work alongside your staff to do the work required to accomplish the objectives stated previously. This option includes the tasks listed below and an assessment at a future point (we suggest six months after our agreement) to measure results against the “measure of successes” listed previously. The involvement here would be approximately 12 months.
  - All production and hard costs of advertising
    - TV (production and air time)
    - Radio (production and air time)
    - Print (marketing collateral design, production and distribution)
    - Advertising including bus benches, bus wraps, and billboards
  - Google AdWords
  - Create social media presence and social media advertising
  - Communicate with current and future partners the WVHA message at community events
  - Work with law enforcement officials to promote the WVHA message and spread awareness



# Terms & Conditions

Fees for the previously stated options are:

|           |              |            |
|-----------|--------------|------------|
| Option 1: | Advisory     | \$ 29,500  |
| Option 2: | Consultative | \$ 68,500  |
| Option 3: | Inclusive    | \$ 127,500 |

- *Conditions:* The quality of our work is **guaranteed**. In the event that you feel that we are not meeting the standards described herein or based on our mutual conversations and agreements, this agreement may be cancelled given 60-days written notice by either party. Agreement can be upgraded with 30-day written notice by client.



# Thank you for the opportunity.

GOAL ORIENTED. RESULTS DRIVEN.

Get social with us



**HILL & HOLLIS**  
— ENTERPRISES, INC. —

713 W. NEW YORK AVE. DELAND, FL 32720 ♦ 386.279.0123 ♦ [HILLHOLLIS.COM](http://HILLHOLLIS.COM)

## Eileen Long

---

**From:** Ryan Coffers <rcoffers@BBDAYTONA.com>  
**Sent:** Thursday, October 13, 2016 10:55 AM  
**To:** Eileen Long  
**Subject:** RE: BROWN & BROWN - INSURANCE PROPOSAL

Eileen,

Please see below response from my underwriter:

**"Yes, the quote would cover them all. There is an exclusion for the Travis McBride allegations."**

Please let me know if you have any additional questions.

Thanks,



**Ryan Coffers**  
Community Insurance Services Manager  
Brown & Brown of Florida, Inc.  
220 South Ridgewood Ave.  
Daytona Beach, FL 32114  
Office: 386-239-7217  
Cell: 239-776-5165  
[rcoffers@bbdaytona.com](mailto:rcoffers@bbdaytona.com)  
NYSE - BRO

---

**Please remember that insurance coverage cannot be assumed bound, cancelled or changed by sending an electronic message until receiving confirmation from a licensed representative.**

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

---

**From:** Eileen Long [mailto:[ELong@drtcpa.com](mailto:ELong@drtcpa.com)]  
**Sent:** Tuesday, October 11, 2016 2:36 PM  
**To:** Ryan Coffers  
**Cc:** Jonathan Cairone  
**Subject:** RE: BROWN & BROWN - INSURANCE PROPOSAL

Hi Ryan,

The Board still has not made a decision regarding purchasing any D&O coverage, but asked the question does this current quote cover the entire 5 member Board of Commissioners, excluding the Travis McBride allegations?

Eileen O'Reilly Long

# WEST VOLUSIA HOSPITAL AUTHORITY

---

## INSURANCE PROPOSAL

*Effective: TBD*

**Presented By:**

Ryan Coffers  
Community Insurance Services Manager



***This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.***

Allied World Surplus Lines Insurance Company

**PROPOSED PUBLIC OFFICIAL'S MANAGEMENT COVERAGE**

*Higher limits may be available upon request*

**Type of Form:**

Public Officials Management – Claims Made  
Retroactive Date: Policy Inception

| <b>Description of Coverage:</b>       | <b>Limits of Liability:</b> |
|---------------------------------------|-----------------------------|
| Public Officials Management           | \$1,000,000                 |
| Aggregate                             | \$2,000,000                 |
| Non-Monetary (Defense Only)           | \$50,000                    |
| Non-Monetary (Defense Only) Aggregate | \$100,000                   |
| Crisis Management                     | \$25,000                    |

| <b>Self Insured Retention:</b> |          |
|--------------------------------|----------|
| Each Claim                     | \$10,000 |
| Crisis Management              | \$5,000  |

**Forms & Endorsements include (but are not limited to):**

Standard Policy Forms & Endorsements as issued by ISO or Carrier

**25% Minimum Earned Premium**

Features & Enhancements:

Punitive Damages

Personal Injury

Third Party Wrongful Acts

Back Pay/Front Pay

Loss of Earnings

Service of Suit

**Additional Insured's – Boards, Commissions or Units**

Florida Policyholder Notice

**Exclusions include (but are not limited to):**

Standard Policy Exclusions as issued by ISO or Carrier

Medical Services Exclusion

Specific Claims Exclusion – Claims Arising Out of Specific Incident

**Policy Excludes Coverage for Travis McBride Allegations**

## SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

| Premiums as Proposed:       | 2016-2017           |
|-----------------------------|---------------------|
| Public Officials Management | \$ 11,394.00        |
| Surcharges/Fees/Taxes       | \$ 623.59           |
| <b>Total Premium</b>        | <b>\$ 12,017.59</b> |

## PAYMENT PLAN

| Line of Coverage:           | Carrier:                                     | Billing:    | Payment Option:  |
|-----------------------------|--|-------------|--|
| Public Officials Management | Allied World Surplus Lines Insurance Company | Agency Bill | <ul style="list-style-type: none"> <li>• Annual Premium Due In Full</li> </ul> |

A premium finance agreement is available upon request.

## BINDING SUBJECTIVITIES

| Line of Coverage:           | Carrier:                                     | Items Needed to Bind Coverage:  |
|-----------------------------|--|---|
| Public Officials Management | Allied World Surplus Lines Insurance Company | <ul style="list-style-type: none"> <li>• Signed Acord Application</li> <li>• Signed Surplus Lines Disclosure</li> </ul> |

*Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.*

*Payment is due within 10 days of binding.*

*As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.*



**A.M. BEST FINANCIAL RATING**

The insurance company providing coverage has the following A. M. Best\* Financial rating:

\* **Rating Guide:** A++ to C- = Highest to lowest rating  
XV to I = Largest to smallest rating

| Line of Coverage & Carrier:   | Rating for Stability: | Rating for Assets / Surplus: |
|---|-----------------------|------------------------------|
| Public Officials Management<br>**Allied World Surplus Lines Insurance Company | A                     | XV                           |

*\*\* Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.*

**A.M. BEST FINANCIAL RATING (Continued)**

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

**Financial Strength Rating Guide***Secure***A++, A+ (Superior)****A, A- (Excellent)****B++, B+ (Good)***Vulnerable***B, B- (Fair)****C++, C+ (Marginal)****C, C- (Weak)****D (Poor)****E (Under Regulatory Supervision)****F (In Liquidation)****S (Suspended)****Financial Size Category Guide***Class Adj. PHS (\$ Millions)***I Less than 1****II 1 to 2****III 2 to 5****IV 5 to 10****V 10 to 25****VI 25 to 50****VII 50 to 100****VIII 100 to 250***Class Adj. PHS (\$ Millions)***IX 250 to 500****X 500 to 750****XI 750 to 1,000****XII 1,000 to 1,250****XIII 1,250 to 1,500****XIV 1,500 to 2,000****XV 2,000 or greater**

**NON-ADMITTED CARRIER DISCLAIMER  
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS  
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

**West Volusia Hospital Authority**

---

Named Insured

Signature of Insured's Authorized Representative

Date

**Allied World Surplus Lines Insurance Company**

---

Name of Excess and Surplus Lines Carrier

**Public Officials Management**

---

Type of Insurance

**TBD**

---

Effective Date of Coverage

**Ryan Coffers**

---

Producing Agent Name

**W058124**

---

License Number

# **APPENDIX**

## **RELATED INFORMATION**

**Compensation:** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

**Wholesale Broker/Managing General Agent:** *ECC Insurance Brokers, Inc.*

This intermediary is owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent, may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

**Questions and Information Requests:** Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

## **LIABILITY TERMS**

***Contractual Liability*** - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

***Personal Injury Liability & Advertising Injury Liability*** - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

***Premises Medical Expense*** - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

***Fire Damage*** - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

***Non-Owned Watercraft Liability Coverage*** - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

***Limited Worldwide Coverage*** - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

***Extended Bodily Injury Coverage*** - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

***Newly Acquired Organizations*** - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

***Additional Persons Insured*** - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

***Employee Benefits*** - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

***Liquor Liability*** - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

**SURETY BONDS**

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

|                           |                                   |                               |
|---------------------------|-----------------------------------|-------------------------------|
| Agricultural Dealers Bond | Medicare/Medicaid Bonds           | Release of Lien Bonds         |
| Appeal Bonds              | Miscellaneous Bonds               | Replevin Bonds                |
| Citrus Dealer Bonds       | Mobile Home Dealer Bonds          | Right-of-Way Bonds            |
| Court Bonds               | Mortgage Broker Bonds             | Seller of Travel Bonds        |
| Customs Bonds             | Motor Vehicle Dealer Bonds        | Supply Bonds                  |
| Employee Dishonesty Bonds | Notary Public Bonds               | Tax Bonds                     |
| Fidelity Bonds            | Patient Trust Bonds               | Title Agents Bonds            |
| Franchise Dealer Bonds    | Professional Solicitors Bonds     | Utility Deposit/Payment Bonds |
| Fuel Tax Bonds            | Public Official Bonds             | Warehouse Bonds               |
| Garnishment Bonds         | Reclamation Bonds                 | Workers' Compensation Bonds   |
| License & Permit Bonds    | Recreational Vehicle Dealer Bonds | Yacht Broker/Salesman Bonds   |

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at [tdebord@bbdaytona.com](mailto:tdebord@bbdaytona.com).

## **EMPLOYEE BENEFITS**

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Kim McBee at 386-239-7227 or email at [kmcbee@bbdaytona.com](mailto:kmcbee@bbdaytona.com).



## Eileen Long

---

**From:** Doni Lennon <dlennon@lanelennon.com>  
**Sent:** Wednesday, October 05, 2016 4:32 PM  
**To:** Eileen Long  
**Subject:** RE: D&O Coverage for West Volusia Authority Board

No, the other agent working on this has blocked me.

**From:** Eileen Long [mailto:ELong@drtcpa.com]  
**Sent:** Wednesday, October 05, 2016 2:08 PM  
**To:** Doni Lennon <dlennon@lanelennon.com>  
**Cc:** Ron Cantlay <RCantlay@drtcpa.com>  
**Subject:** RE: D&O Coverage for West Volusia Authority Board  
**Importance:** High

Hello Doni,

Any response from any of the insurance carriers?

Thanks!

Eileen O'Reilly Long



**Dreggors, Rigsby & Teal, P.A.**  
*Advisors for Life*

Certified Public Accountants | Registered Investment Advisor

1006 N Woodland Blvd  
DeLand FL 32720  
Phone: (386) 734-9441  
Fax: (386) 738-5351  
E-mail: [elong@drtcpa.com](mailto:elong@drtcpa.com)

**From:** Doni Lennon [mailto:dlennon@lanelennon.com]  
**Sent:** Thursday, September 15, 2016 12:29 PM  
**To:** Eileen Long <ELong@drtcpa.com>  
**Cc:** Ron Cantlay <RCantlay@drtcpa.com>  
**Subject:** RE: D&O Coverage for West Volusia Authority Board

I am pushing for the quotes to be released today. The carriers quoting are One Beacon, Hudson, Hiscox, Travelers, Hartford and CNA.

**From:** Eileen Long [mailto:ELong@drtcpa.com]  
**Sent:** Wednesday, September 14, 2016 2:54 PM  
**To:** Doni Lennon <dlennon@lanelennon.com>  
**Cc:** Ron Cantlay <RCantlay@drtcpa.com>  
**Subject:** FW: D&O Coverage for West Volusia Authority Board

Hi Doni,

Our Board is meeting tomorrow night to review D&O quotes. Any chance you can have it to me before close of business tomorrow?

Thanks!

Eileen O'Reilly Long



**Dreggors, Rigsby & Teal, P.A.**  
*Advisors for Life*

Certified Public Accountants Registered Investment Advisors

*1006 N Woodland Blvd  
DeLand FL 32720  
Phone: (386) 734-9441  
Fax: (386) 738-5351  
E-mail: [elong@drtcpa.com](mailto:elong@drtcpa.com)*

**From:** Eileen Long  
**Sent:** Tuesday, September 06, 2016 3:58 PM  
**To:** 'Doni Lennon' <[dlennon@lanelennon.com](mailto:dlennon@lanelennon.com)>  
**Cc:** Ron Cantlay <[RCantlay@drtcpa.com](mailto:RCantlay@drtcpa.com)>  
**Subject:** RE: D&O Coverage for West Volusia Authority Board

Hi Doni,

Please see attached completed D&O application, FYE 2015 audited financials, and a copy of pending litigation that we understand will not be considered for coverage with this D&O liability pursuit.

Let me know if you have any further questions.

Thanks for the quick reply to my original email!

Eileen O'Reilly Long



**Dreggors, Rigsby & Teal, P.A.**  
*Advisors for Life*

Certified Public Accountants Registered Investment Advisors

*1006 N Woodland Blvd  
DeLand FL 32720  
Phone: (386) 734-9441  
Fax: (386) 738-5351  
E-mail: [elong@drtcpa.com](mailto:elong@drtcpa.com)*

**From:** Doni Lennon [<mailto:dlennon@lanelennon.com>]  
**Sent:** Tuesday, September 06, 2016 2:05 PM  
**To:** Eileen Long <[ELong@drtcpa.com](mailto:ELong@drtcpa.com)>  
**Subject:** D&O Coverage for West Volusia Authority Board

Hi Eileen,

Thank you for the opportunity to provide you with a quote on Directors & Officers coverage. Please complete the attached application and return it to me. With one application, I can secure quotes from several carriers.

Most sincerely,

Doni

Donna M. Lennon, CRM, CIC, AAI

*Lane-Lennon Commercial Insurance, LLC*

101 E. Yelkca Terrace, Ste. A, Edgewater, FL 32132

838 E New York Avenue, DeLand, FL 32724

Ph. (386) 734-0800 Fx. (386) 738-3221

Cell (386) 804.0265



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*Have we protected your family or business? The solution is life insurance. Contact us for a free proposal.*

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**West Volusia Hospital Authority  
Financial Statements  
September 30, 2016**



Dreggors, Rigsby & Teal, P.A.  
*Advisors for Life*

Certified Public Accountant / Registered Investment Advisor

1006 N. Woodland Boulevard ■ DeLand, FL 32720

(386) 734-9441 ■ [www.drtcpa.com](http://www.drtcpa.com)

James H. Dreggors, CPA  
Ann J. Rigsby, CPA/CFP™  
Parke S. Teal, CPA/PFS (1954-2011)

Ronald J. Cantlay, CPA/CFP™  
Robin C. Lennon, CPA  
John A. Powers, CPA

To The Board of Commissioners  
West Volusia Hospital Authority  
P. O. Box 940  
DeLand, FL 32720-0940

Management is responsible for the accompanying balance sheet (modified cash basis) of West Volusia Hospital Authority, as of September 30, 2016, and the related statement of revenue and expenditures - budget and actual (modified cash basis) for the month then ended and year-to-date, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplemental information contained in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to West Volusia Hospital Authority.

*Dreggors, Rigsby & Teal, P.A.*

Dreggors, Rigsby & Teal, P.A.  
Certified Public Accountants  
DeLand, FL

October 4, 2016

MEMBERS

**West Volusia Hospital Authority  
Balance Sheet  
Modified Cash Basis  
September 30, 2016**

**Assets**

**Current Assets**

|                                  |                             |
|----------------------------------|-----------------------------|
| Petty Cash                       | \$ 100.00                   |
| Intracoastal Bank - Money Market | 11,978,854.37               |
| Intracoastal Bank - Operating    | <u>310,430.33</u>           |
| <b>Total Current Assets</b>      | <b><u>12,289,384.70</u></b> |

**Fixed Assets**

|                               |                          |
|-------------------------------|--------------------------|
| Land                          | 145,000.00               |
| Buildings                     | 422,024.71               |
| Building Improvements         | 350,822.58               |
| Equipment                     | <u>755.35</u>            |
| <b>Total Fixed Assets</b>     | <b><u>918,602.64</u></b> |
| Less Accum. Depreciation      | <u>(267,068.62)</u>      |
| <b>Total Net Fixed Assets</b> | <b><u>651,534.02</u></b> |

**Other Assets**

|                           |                        |
|---------------------------|------------------------|
| Deposits                  | <u>2,000.00</u>        |
| <b>Total Other Assets</b> | <b><u>2,000.00</u></b> |

**Total Assets** **\$12,942,918.72**

**Liabilities and Net Assets**

**Current Liabilities**

|                                  |                        |
|----------------------------------|------------------------|
| Security Deposit                 | \$ 5,110.00            |
| <b>Total Current Liabilities</b> | <b><u>5,110.00</u></b> |

**Net Assets**

|                             |                             |
|-----------------------------|-----------------------------|
| Nonspendable Fund Balance   | 651,534.02                  |
| Restricted Fund Balance     | 208,000.00                  |
| Assigned Fund Balance       | 4,384,187.00                |
| Unassigned Fund Balance     | 8,825,633.45                |
| Net Income Excess (Deficit) | <u>(1,131,545.75)</u>       |
| <b>Total Net Assets</b>     | <b><u>12,937,808.72</u></b> |

**Total Liabilities and Net Assets** **\$12,942,918.72**

**West Volusia Hospital Authority**  
**Statement of Revenue and Expenditures**  
**Modified Cash Basis**  
**Budget and Actual**

**For the 1 Month and 12 Months Ended September 30, 2016**

|  | <u>ANNUAL<br/>BUDGET</u>       | <u>CURRENT PERIOD<br/>ACTUAL</u> | <u>YEAR TO DATE<br/>ACTUAL</u> | <u>BUDGET<br/>BALANCE</u>     |
|--|--------------------------------|----------------------------------|--------------------------------|-------------------------------|
| <b>Revenue</b>                             |                                |                                  |                                |                               |
| Ad Valorem Taxes                           | \$12,225,000.00                | \$ 2,269.40                      | \$12,427,331.67                | \$ (202,331.67)               |
| Investment Income                          | 65,000.00                      | 4,103.94                         | 61,096.97                      | 3,903.03                      |
| Rental Income                              | 66,876.00                      | 5,573.00                         | 66,876.00                      | 0.00                          |
| Other Income                               | 0.00                           | 0.00                             | 3,975.93                       | (3,975.93)                    |
| <b>Total Revenue</b>                       | <b>12,356,876.00</b>           | <b>11,946.34</b>                 | <b>12,559,280.57</b>           | <b>(202,404.57)</b>           |
| <b>Healthcare Expenditures</b>             |                                |                                  |                                |                               |
| Adventist Health Systems                   | 5,641,748.00                   | 363,333.76                       | 4,230,683.65                   | 1,411,064.35                  |
| Northeast Florida Health Services          | 1,545,606.00                   | 158,876.96                       | 1,416,151.92                   | 129,454.08                    |
| Specialty Care                             | 2,927,160.00                   | 135,790.07                       | 2,586,548.59                   | 340,611.41                    |
| County Medicaid Reimbursement              | 2,150,000.00                   | 182,706.63                       | 2,124,879.39                   | 25,120.61                     |
| The House Next Door                        | 181,975.00                     | 11,291.04                        | 74,066.46                      | 107,908.54                    |
| Global Health Care                         | 313,600.00                     | 3,136.00                         | 16,688.00                      | 296,912.00                    |
| SMA - Residential Treatment                | 150,000.00                     | 0.00                             | 450,000.00                     | (300,000.00)                  |
| The Neighborhood Center                    | 50,000.00                      | 6,365.24                         | 34,181.84                      | 15,818.16                     |
| Rising Against All Odds                    | 152,667.00                     | 15,976.80                        | 163,005.74                     | (10,338.74)                   |
| Florida Dept of Health Dental Svcs         | 145,000.00                     | 2,100.00                         | 6,045.88                       | 138,954.12                    |
| Good Samaritan                             | 110,000.00                     | 4,859.00                         | 69,770.50                      | 40,229.50                     |
| Stewart Marchman - ACT                     | 485,336.00                     | 41,670.97                        | 459,614.18                     | 25,721.82                     |
| Healthy Communities                        | 72,536.00                      | 5,513.04                         | 66,946.65                      | 5,589.35                      |
| Health Start Coalition of Flagler & Volusi | 142,484.00                     | 7,636.96                         | 87,342.94                      | 55,141.06                     |
| H C R A                                    | 819,612.00                     | 47,932.90                        | 233,932.82                     | 585,679.18                    |
| Other Healthcare Costs                     | 400,000.00                     | 0.00                             | 0.00                           | 400,000.00                    |
| <b>Total Healthcare Expenditures</b>       | <b>15,287,724.00</b>           | <b>987,189.37</b>                | <b>12,019,858.56</b>           | <b>3,267,865.44</b>           |
| <b>Other Expenditures</b>                  |                                |                                  |                                |                               |
| Advertising                                | 5,000.00                       | 984.89                           | 13,929.49                      | (8,929.49)                    |
| Annual Independent Audit                   | 15,500.00                      | 0.00                             | 15,200.00                      | 300.00                        |
| Building & Office Costs                    | 6,500.00                       | 0.00                             | 3,058.65                       | 3,441.35                      |
| General Accounting                         | 60,900.00                      | 5,112.25                         | 53,809.75                      | 7,090.25                      |
| General Administrative                     | 65,100.00                      | 4,629.45                         | 65,100.00                      | 0.00                          |
| Legal Counsel                              | 85,000.00                      | 3,840.00                         | 85,690.00                      | (690.00)                      |
| Special Accounting                         | 20,000.00                      | 0.00                             | 0.00                           | 20,000.00                     |
| City of DeLand Tax Increment District      | 35,000.00                      | 0.00                             | 24,299.00                      | 10,701.00                     |
| Tax Collector & Appraiser Fee              | 478,356.00                     | 43.14                            | 471,164.84                     | 7,191.16                      |
| TPA Services                               | 455,000.00                     | 0.00                             | 553,278.00                     | (98,278.00)                   |
| Eligibility / Enrollment                   | 85,745.00                      | 0.00                             | 86,522.00                      | (777.00)                      |
| Application Screening                      | 106,238.00                     | 27,276.92                        | 136,827.54                     | (30,589.54)                   |
| Workers Compensation Claims                | 25,000.00                      | 0.00                             | 15,389.78                      | 9,610.22                      |
| Other Operating Expenditures               | 10,000.00                      | 595.00                           | 24,100.66                      | (14,100.66)                   |
| Loss on Disposition of Assets              | 0.00                           | 0.00                             | 122,598.05                     | (122,598.05)                  |
| <b>Total Other Expenditures</b>            | <b>1,453,339.00</b>            | <b>42,481.65</b>                 | <b>1,670,967.76</b>            | <b>(217,628.76)</b>           |
| <b>Total Expenditures</b>                  | <b>16,741,063.00</b>           | <b>1,029,671.02</b>              | <b>13,690,826.32</b>           | <b>3,050,236.68</b>           |
| <b>Excess (Deficit)</b>                    | <b><u>\$(4,384,187.00)</u></b> | <b><u>\$ (1,017,724.68)</u></b>  | <b><u>\$(1,131,545.75)</u></b> | <b><u>\$ 3,252,641.25</u></b> |

See Accountants' Compilation Report

**West Volusia Hospital Authority**  
**Schedule I - Healthcare Expenditures**  
**Modified Cash Basis**  
**Budget and Actual**

**For the 1 Month and 12 Months Ended September 30, 2016**

|   | <u>ANNUAL<br/>BUDGET</u>      | <u>CURRENT PERIOD<br/>ACTUAL</u> | <u>YEAR TO DATE<br/>ACTUAL</u> | <u>BUDGET<br/>BALANCE</u>     |
|---|-------------------------------|----------------------------------|--------------------------------|-------------------------------|
| <b>Healthcare Expenditures</b>              |                               |                                  |                                |                               |
| Adventist Health Systems                    |                               |                                  |                                |                               |
| Florida Hospital DeLand                     | \$ 2,658,374.00               | \$ 204,310.85                    | \$ 2,169,237.32                | \$ 489,136.68                 |
| Florida Hospital Fish Memorial              | 2,658,374.00                  | 159,022.91                       | 1,954,989.26                   | 703,384.74                    |
| Florida Hospital DeLand - Physicians        | 162,500.00                    | 0.00                             | 58,631.14                      | 103,868.86                    |
| Florida Hospital Fish - Physicians          | 162,500.00                    | 0.00                             | 47,825.93                      | 114,674.07                    |
| Northeast Florida Health Services           |                               |                                  |                                |                               |
| Primary Care Clinics                        | 736,940.00                    | 28,217.48                        | 693,999.62                     | 42,940.38                     |
| Dental                                      | 5,000.00                      | 0.00                             | 4,303.50                       | 696.50                        |
| Obstetrics                                  | 100,000.00                    | 1,341.00                         | 22,369.51                      | 77,630.49                     |
| Pharmacy                                    | 703,666.00                    | 129,318.48                       | 695,479.29                     | 8,186.71                      |
| Specialty Care                              |                               |                                  |                                |                               |
| Specialty Care Providers                    | 2,670,840.00                  | 120,527.76                       | 2,360,440.85                   | 310,399.15                    |
| Laboratory Services                         | 256,320.00                    | 15,262.31                        | 226,107.74                     | 30,212.26                     |
| County Medicaid Reimbursement               | 2,150,000.00                  | 182,706.63                       | 2,124,879.39                   | 25,120.61                     |
| Florida Dept of Health Dental Svcs          | 145,000.00                    | 2,100.00                         | 6,045.88                       | 138,954.12                    |
| Good Samaritan                              |                               |                                  |                                |                               |
| Good Samaritan Health Clinic                | 60,000.00                     | 1,919.00                         | 23,310.50                      | 36,689.50                     |
| Good Samaritan Dental Clinic                | 50,000.00                     | 2,940.00                         | 46,460.00                      | 3,540.00                      |
| The House Next Door                         | 181,975.00                    | 11,291.04                        | 74,066.46                      | 107,908.54                    |
| Global Health Care                          | 313,600.00                    | 3,136.00                         | 16,688.00                      | 296,912.00                    |
| SMA - Residential Treatment                 | 150,000.00                    | 0.00                             | 450,000.00                     | (300,000.00)                  |
| The Neighborhood Center                     | 50,000.00                     | 6,365.24                         | 34,181.84                      | 15,818.16                     |
| Rising Against All Odds                     | 152,667.00                    | 15,976.80                        | 163,005.74                     | (10,338.74)                   |
| Stewart Marchman - ACT                      |                               |                                  |                                |                               |
| SMA - ARNP Services at THND                 | 7,000.00                      | 189.00                           | 3,472.50                       | 3,527.50                      |
| SMA - Homeless Program                      | 78,336.00                     | 7,558.43                         | 78,752.63                      | (416.63)                      |
| SMA - Baker Act - Match                     | 400,000.00                    | 33,923.54                        | 377,389.05                     | 22,610.95                     |
| Healthy Communities                         |                               |                                  |                                |                               |
| Healthy Communities Kid Care Outreach       | 72,536.00                     | 5,513.04                         | 66,946.65                      | 5,589.35                      |
| Health Start Coalition of Flagler & Volusia |                               |                                  |                                |                               |
| HSCFV - Outreach                            | 73,566.00                     | 6,508.08                         | 52,347.60                      | 21,218.40                     |
| HSCFV - Fam Services                        | 68,918.00                     | 1,128.88                         | 34,995.34                      | 33,922.66                     |
| HCRA  |                               |                                  |                                |                               |
| H C R A - In County                         | 400,000.00                    | 46,833.36                        | 251,083.58                     | 148,916.42                    |
| H C R A - Outside County                    | 419,612.00                    | 1,099.54                         | (17,150.76)                    | 436,762.76                    |
| Other Healthcare Costs                      | 400,000.00                    | 0.00                             | 0.00                           | 400,000.00                    |
| <b>Total Healthcare Expenditures</b>        | <b><u>\$15,287,724.00</u></b> | <b><u>\$ 987,189.37</u></b>      | <b><u>\$12,019,858.56</u></b>  | <b><u>\$ 3,267,865.44</u></b> |

See Accountants' Compilation Report



**West Volusia Hospital Authority**  
**Schedule II - Statement of Revenue and Expenditures**  
**Modified Cash Basis**

**For the 1 Month and 12 Months Ended September 30, 2016 and September 30, 2015**

|  | <u>1 Month Ended</u><br><u>September 30,</u><br><u>2016</u> | <u>1 Month Ended</u><br><u>September 30,</u><br><u>2015</u> | <u>12 Months Ended</u><br><u>September 30,</u><br><u>2016</u> | <u>12 Months Ended</u><br><u>September 30,</u><br><u>2015</u> |
|--|---|---|---|---|
| <b>Revenue</b>                             |   |   |   |   |
| Ad Valorem Taxes                           | \$ 2,269.40   | \$ 193,245.74   | \$12,427,331.67   | \$13,630,194.41   |
| Investment Income                          | 4,103.94  | 5,214.68  | 61,096.97   | 68,207.67   |
| Rental Income                              | 5,573.00  | 5,594.00  | 66,876.00   | 67,128.00   |
| Other Income                               | 0.00  | 0.00  | 3,975.93  | 25.00   |
| <b>Total Revenue</b>                       | <u>11,946.34</u>  | <u>204,054.42</u>   | <u>12,559,280.57</u>  | <u>13,765,555.08</u>  |
| <b>Healthcare Expenditures</b>             |   |   |   |   |
| Adventist Health Systems                   | 363,333.76  | 21,484.02   | 4,230,683.65  | 4,072,537.83  |
| Northeast Florida Health Services          | 158,876.96  | 98,935.18   | 1,416,151.92  | 1,514,907.57  |
| Specialty Care                             | 135,790.07  | 187,934.80  | 2,586,548.59  | 2,360,741.84  |
| County Medicaid Reimbursement              | 182,706.63  | 187,792.78  | 2,124,879.39  | 2,045,658.15  |
| Payment on HB 5301                         | 0.00  | 0.00  | 0.00  | 127,646.00  |
| Florida Dept of Health Dental Svcs         | 2,100.00  | 0.00  | 6,045.88  | 0.00  |
| Good Samaritan                             | 4,859.00  | 7,325.50  | 69,770.50   | 82,478.50   |
| The House Next Door                        | 11,291.04   | 3,006.12  | 74,066.46   | 46,943.13   |
| Global Health Care                         | 3,136.00  | 0.00  | 16,688.00   | 0.00  |
| SMA - Residential Treatment                | 0.00  | 0.00  | 450,000.00  | 110,775.50  |
| The Neighborhood Center                    | 6,365.24  | 2,506.00  | 34,181.84   | 33,332.58   |
| Rising Against All Odds                    | 15,976.80   | 6,479.48  | 163,005.74  | 87,828.02   |
| Stewart Marchman - ACT                     | 41,670.97   | 5,177.00  | 459,614.18  | 363,755.67  |
| Healthy Communities                        | 5,513.04  | 5,037.37  | 66,946.65   | 63,839.29   |
| Health Start Coalition of Flagler & Volusi | 7,636.96  | 0.00  | 87,342.94   | 0.00  |
| H C R A                                    | 47,932.90   | 41,424.95   | 233,932.82  | 455,657.53  |
| <b>Total Healthcare Expenditures</b>       | <u>987,189.37</u>   | <u>567,103.20</u>   | <u>12,019,858.56</u>  | <u>11,366,101.61</u>  |
| <b>Other Expenditures</b>                  |   |   |   |   |
| Advertising                                | 984.89  | 2,798.84  | 13,929.49   | 8,721.74  |
| Annual Independent Audit                   | 0.00  | 0.00  | 15,200.00   | 15,500.00   |
| Building & Office Costs                    | 0.00  | 417.33  | 3,058.65  | 5,370.31  |
| General Accounting                         | 5,112.25  | 4,151.25  | 53,809.75   | 55,250.00   |
| General Administrative                     | 4,629.45  | 932.50  | 65,100.00   | 65,461.25   |
| Legal Counsel                              | 3,840.00  | 9,700.00  | 85,690.00   | 75,910.00   |
| Other Operating Expenditures               | 595.00  | 873.75  | 24,100.66   | 7,424.56  |
| City of DeLand Tax Increment District      | 0.00  | 0.00  | 24,299.00   | 28,512.00   |
| Tax Collector & Appraiser Fee              | 43.14   | 3,849.89  | 471,164.84  | 424,834.65  |
| TPA Services                               | 0.00  | 33,274.00   | 553,278.00  | 415,728.00  |
| Eligibility / Enrollment                   | 0.00  | 6,704.00  | 86,522.00   | 66,210.00   |
| Application Screening                      | 27,276.92   | 6,153.00  | 136,827.54  | 67,683.08   |
| Workers Compensation Claims                | 0.00  | 0.00  | 15,389.78   | 12,314.07   |
| Loss on Disposition of Assets              | 0.00  | 0.00  | 122,598.05  | 0.00  |
| <b>Total Other Expenditures</b>            | <u>42,481.65</u>  | <u>68,854.56</u>  | <u>1,670,967.76</u>   | <u>1,248,919.66</u>   |
| <b>Total Expenditures</b>                  | <u>1,029,671.02</u>   | <u>635,957.76</u>   | <u>13,690,826.32</u>  | <u>12,615,021.27</u>  |
| <b>Excess (Deficit)</b>                    | <u>\$ (1,017,724.68)</u>                                    | <u>\$ (431,903.34)</u>                                      | <u>\$ (1,131,545.75)</u>                                      | <u>\$ 1,150,533.81</u>  |

See Accountants' Compilation Report

## LEGAL UPDATE MEMORANDUM

TO: WVHA Board of Commissioners

DATE: October 11, 2016

FROM: Theodore W. Small, Jr.

RE: West Volusia Hospital Authority - Update for October 20, 2016 Regular Meeting

Summarized below are updates on active legal matters/issues for which some new information has become available since my last legal e-update dated September 6, 2016. This Memorandum will not reflect updates on matters resolved by a final vote of the Board and thereby already summarized in the 9/15/16 Meeting Minutes.

### I. Funding Agreements for 2016-17:

Please note that each Board member is responsible for making his or her own independent determination about whether the terms of a particular contract is consistent with the public interest. Counsel, POMCO as well as the accounting and administrative team at DRT, PA, are available to answer your questions and offer counsel about accounting and business or legal matters, each respectively; but, the Board retains the ultimate authority to approve or disapprove the terms of all proposed agreements after due consultation.

Based on the 2016-17 Final Budget that was passed on September 27th, counsel prepared and circulated draft agreements to funded agencies starting on October 3<sup>rd</sup>. The interruptions associated with closures and power outages related to preparations, survival and recovery from Hurricane Matthew have made it difficult if not impossible for counsel and/or the funded agencies to engage in negotiations for substantive changes. Counsel was able to distribute at least an initial draft of all agreements to previously funded agencies prior to the Hurricane and was able to circulate agreements to all newly funded agencies or programs by October 10th with the exception of Rising Against All Odds ("RAAO's" new enrollment services program for which counsel is still awaiting further clarification on the various revisions and supplemental information that RAAO provided in response to Board.

Regarding substantive changes, the proposed agreements reflect the funding amounts approved by the Board at its September 27, 2016 Final Budget meeting and updates regarding the latest revisions to the Eligibility Guidelines and removal of references to HS1. Agreements for previously funded agencies were also changed to reflect: 1. Increased scope of services to include specified CDT codes for new general dentistry services that will be provided by both Good Samaritan Clinic and Volusia County Health Department, as approved at the Tentative Budget meeting on September 15, 2016; 2. elimination of the requirement that Global Healthcare Systems notify its primary care patients that their urgent care needs will not be reimbursed by WVHA, based on the Board's approval of new funding for these services; and 3.

removal of references to its Health Card Campaign in the RAAO agreement, based on the Board's approval of separate funding for such enrollment services. Completely new agreements were drafted to implement new funding for Community Legal Services, Inc. Medical-Legal Partnership program, Global Healthcare Systems, Inc.'s Urgent Care program, and Hispanic Health Initiatives, Inc.'s Taking Care of My Health program. Counsel is awaiting clarifications in order to draft a new agreement for RAAA for its Health Card Enrollment and Retention program.

With those clarifications, counsel anticipates recommending approval as to their legal form the following proposed agreements, A-J:

- A. Global Health Care Systems—Primary Care
- B. Good Samaritan Clinic -- Primary and General Dental Care
- C. Healthy Communities – Kidcare Outreach
- D. The House Next Door Prescreening Services
- E. The House Next Door – Mental Health Services
- F. Rising Against All Odds, Inc. -- HIV/AIDS Outreach and Case Management
- G. The Neighborhood Center of West Volusia “Access to Care”
- H. Northeast Florida Health Services, d/b/a Family Health Source FHS--Clinics
- I. Northeast Florida Health Services, d/b/a Family Health Source FHS—Pharmacy
- J. Northeast Florida Health Services, d/b/a Family Health Source FHS—Prenatal

Below is a summary of the status of all other pending agreements that counsel has not received any confirmation regarding the agency's review or potential acceptance of the draft agreement.

- K. Global Health Care Systems—Urgent Care
- L. Hispanic Health Initiatives, Inc.'s Taking Care of My Health
- M. Rising Against All Odds, Inc. – Health Card Enrollment and Retention (Not drafted)
- N. Stewart-Marchman-Act (SMA) – Baker Act Match
- O. SMA – ARNP @ The House Next Door
- P. SMA – Homeless Program
- Q. SMA—Level II Residential Treatment
- R. The Healthy Start --Access to Healthcare Services—SMA Outreach
- S. The Healthy Start –Family Services Coordinator—Deltona
- T. Community Legal Services, Inc. Medical-Legal Partnership program,

## **II. CAC: Revisions to Funding Application and Review Process [*See new info. in italics and bold*]**

Effective August 18, 2016, the WVHA Citizens Advisory Committee (“CAC”) funding application and review process shall be modified as follows:

- A. Unless the Board notifies the CAC that numerical ranking would be useful to the Board's evaluation of a particular set of funding applications, the CAC is no longer

required to score and compile a rank comparison of applications. Generally CAC members will only be requested to make recommendations on whether the application should receive full, partial or no funding.

**B. The CAC shall utilize two separate tracks to review and make recommendations on funding applications:**

- 1. Track 1:** For applications submitted by an existing provider to renew an existing funding agreement with WVHA, the CAC shall engage in the same Q&A review and develop recommendations that it has utilized over many years. The CAC shall have discretion to streamline that traditional process when ranking is not requested.
  - a. The deadline for Track 1 applications shall remain 12:00p.m. Noon, on the first Friday in April of each year.
  - b. The Application shall be made available at least 45 days before the Application deadline.
  - c. *If necessary*, a WVHA Funding Application Workshop shall be scheduled at least 21 days before the Application deadline.
- 2. Track 2:** For applications proposing that WVHA fund new health care or access to health care services, even if it comes from a currently funded entity, the CAC shall engage in a fast track review process that will allow the CAC to complete its review and make recommendations to the Board within 30-60 days. This fast-tracking requirement is based on an expectation that 5 or less such “new service or access” proposals will be submitted in any given cycle. If more applications are received, the Board recognizes that the review process may take longer than 60 days.
  - a. Only “new service or access” proposals (i.e., those that are NOT already being funded by WVHA for this particular provider) would be eligible for consideration in Track 2 process;
  - b. The two deadlines for submission of these “new service or access” proposals would be at 12:00 Noon on the first Friday in April and 12:00p.m. Noon on the first Friday in October of each year;
  - c. These “new service or access” proposals shall utilize the most recently approved WVHA Application for Funding as the required format and required information; The Application shall reflect that those applying to provide “new service or access” are strongly encouraged to request assignment of a “mentor” from someone at a currently funded agency who can assist them understand application and funding requirements.
    - i. The Application shall be made available at least 45 days before the Application deadline.
    - ii. A mandatory WVHA Funding Application Workshop shall be scheduled at least 21 days before the

**Application deadline**

- d. To the maximum extent feasible, these “new service or access” proposals would be considered by the CAC as a separate agenda item during its regularly scheduled meetings so that this process does not require scheduling any additional meetings of the CAC;**
- e. Unless CAC members determine that there is good cause for expanding consideration to two meetings or there is a lack of a quorum to take action, the CAC shall review, consider and vote to fund in whole, in part or not at all each “new service or access” proposal during a single meeting. This review, consideration and vote shall occur at the next regularly scheduled CAC meeting after the April 1 and October 1 submission deadlines;**
- f. The application for funding and recommendation of the CAC concerning these “new service or access” proposals will be added to the Board’s Discussion Agenda at the next Regular Meeting after the CAC has voted upon its recommendations, either all, some or none of the requested funding;**
- g. If the Board ultimately approves the “new service or access” proposal after due consideration of the recommendation from the CAC, a new Funding Agreement will be negotiated and presented to the Board for consideration at the next Regular Meeting after the Board’s approval;**
- h. Subject to discretion of the Board, it is anticipated that the funding agreements for such approved “new service or access” proposals would have a term of at least six months (for those that apply in October) but no more than 14 months (for those that apply in April) that run from the date of approval and would end on September 30<sup>th</sup> after that first 6 months so that eventually all these new agreements run from fiscal year to fiscal year;**
- i. Once a “new service or access” proposal is funded, that agency will thereafter apply for renewal of funding at the start of the next fiscal year on the next April 1 after it receives funding using the same CAC Track 1 funding process**
- j. Both the CAC’s recommendation and the Board’s consideration of these “new service or access” proposals will give due consideration to whether the “Other Healthcare Costs” contains adequate funds for the proposed new services and the Board shall factor the potential for receipt of such “new” service proposals within their annual budget deliberations and votes;**
- k. The “Other Healthcare Costs” line item or a new “New Services or Access” line item should be funded at an agreed**

level (e.g., \$1 million dollars for the initial year); once the Board approves proposals that would exhaust that budgeted amount, no further applications for “new service or access” would be approved until the Board votes to transfer to that line item unspent monies that is already available within the overall Final Budget approved for that fiscal year.

**III. West Plymouth Professional Center Parking Lot Maintenance. [See new info. in italics and bold]**

At the request of a board member, counsel followed up with the June 28<sup>th</sup> email and “To Whom It May Concern” memorandum from the Architectural Committee. The following clarifications are noteworthy:

1. Under the relevant deed covenants that run with land which are mandatory upon all owners of property in the complex, a majority vote of the Architectural Committee is akin to a board of a homeowner’s association in a residential development and its decisions are determinative of whether maintenance and improvements of common areas occur and at what costs. There is no appeal process of those decisions. As owner of 3 of the total 12 ownership units in the complex, WVHA owns 25% of the units and accordingly is generally assessed 25% of the total costs for any common area maintenance or improvements. However, WVHA was not one of the original owners and members of the Architectural Committee and therefore, it currently has no vote on its maintenance and improvement decisions. Pursuant to the covenants, Dan Trivett and C. Slaughter are original members of the Architectural Committee.

***Swann Realty, the property manager, notified counsel that Juddson Tyler Spore was elected by a vote of 4 to 1 to fill the vacancy on the Architectural Committee.***

**IV. WVHA Health Card Program Eligibility Guidelines. [See new info. in italics and bold]**

***[Refer back to Legal Update Memorandum dated 4/9/14, 7/19/14, 9/17/14, 11/12/14, 2/11/15, 6/10/2015, 10/7/15, 11/11/15, 3/9/16 and 4/12/16 for additional background details.]***

From the inception, the Guidelines were adopted from a legal perspective to establish uniform, fair and non-discriminatory standards to comply with the Enabling Legislation’s requirement that tax dollars are spent on primarily individuals who are both “residents” of the Tax District and who are “indigent” as defined within the Guidelines.

It is noteworthy that currently the Guidelines are utilized by WVHA in two distinct ways which are often confused by providers, potential providers and applicants for funding:

1. First, they are utilized by WVHA’s third party administrator (“TPA”), currently POMCO,

as the governing rules for determining who is eligible to receive a WVHA Health Card. Once deemed eligible by POMCO, an applicant receives a Health Card (effective usually for 6 months) which automatically makes them eligible to receive hospital care, primary care, dental care, specialty care and pharmacy benefits at any provider who has signed a funding agreement to provide such services to those who are currently enrolled in the Health Card Program;

2. Second, the Guidelines are incorporated in whole or part as the governing rules for a funded agency to qualify some of their individual clients to become eligible for WVHA reimbursement (at the contracted rate) for contracted services at that agency only. Even though these individuals are generally required to provide the same information, including proof that they have applied for the ACA and that they are not qualified for Medicaid or other affordable private health insurance, the individuals who qualify through these funded agencies do not receive a Health Card and therefore are not automatically eligible to receive other healthcare services available at other funded agencies, the hospitals, specialty care providers, pharmacy benefits, etc.

For the next round of overall revisions to the Eligibility Guidelines, Counsel will consult with POMCO and develop a joint recommendation regarding Commissioner Dickinson's concern about the potential overbreadth of "any encumbrances" in the current Eligibility Guidelines concerning what encumbrances will be considered by POMCO when evaluating the equity value of real property. See Eligibility Guidelines Revised 6/16/2016, Section 11:03 Procedures (2. Assets to be considered; b. Equity value of real property other than homestead. The value is verified by the property appraiser of the county in which the property is located. The equity value is determined by subtracting the amount of any encumbrances from the value of the asset).

V. **WVHA's Transition from HSI to New Third Party Administrator** *[See new info. in italics and bold]*

*[Refer back to Legal Update Memorandum dated 6/10/15, 8/12/15, 10/7/15, 11/11/15, 1/13/16, 2/10/16 and 7/13/16 for additional background details.]*

Regarding the DaVita negotiations, POMCO has noted in its February update to the Board that DaVita is only willing to consider agreeing to a lower (\$1200/Visit vs. \$1700/Visit) reimbursement rate if WVHA is willing to do a direct contract with DaVita, as opposed to it signing a contract with POMCO to provide services at that rate to all individuals in POMCO's specialty care network. If the Board authorizes such negotiations, counsel will pursue them to their logical conclusion. Fortunately, the Board has approved the Seventh Amendment to the Indigent Healthcare Reimbursement Agreement, which is allowing for WVHA to reimburse FHD for services it purchases from DaVita to provide dialysis to Health Card members when they are discharged from the hospitals.

**VI. Formal Notice of Potential Claim for Damages against WVHA corporately and Chair Ferrari individually by Travis McBride and Central Florida Mental Health Associates, LLC. [See new info. in italics and bold]**

*[Refer back to Legal Update Memorandum dated 6/10/15 and 8/12/15 for additional background details.]*

In a second certified letter to counsel dated 5/19/2015, McBride's attorney (Gary J. Boynton, Esq. of Winter Park) notified WVHA that McBride and his company intend to sue Chair Ferrari individually and WVHA "corporately". Regarding the basis for the threatened lawsuit, this second letter modifies the original notice by including the following dates of alleged damage:

"The nature of the claim includes, but is not limited to, defamation, slander and interference with their contractual relationship. The onset of these damages began on June 22, 2014 and again on 07/24/14, 07/25/14, 08/22/14, 08/24/14, 08/25/14, 03/11/15, and continuing."

Based on public record search and shared information from Commissioner Ferrari, Attorney Boynton filed the threatened lawsuit on June 16, 2016 against Andy Ferrari individually and West Volusia Hospital Authority as defendants. The Case is pending in the Volusia County Circuit Court (civil) and it has been assigned to Judge Randell H. Rowe. The docket reflects that a 20-day summons was issued for WVHA, but Ms. Long has confirmed that this summons has not been served upon WVHA at its official address. The Complaint available online reveals that Central Florida Mental Health Associates LLC ("CFMHA") is alleging two counts ("tortious interference with a business relationship" and "deceptive and unfair and trade practices") against both WVHA and Ferrari and one count of "defamation" against Ferrari individually. In layman's terms, both counts against WVHA contend that WVHA is liable because Ferrari made statements or took actions that caused harm to CFMHA while he was acting as the "agent", "servant" or "employee" of WVHA. As previously authorized by the Board, counsel intends to vigorously defend these claims against WVHA once it has been properly served. Counsel will depend on DRT to notify counsel as soon as it receives the summons so that an appropriate response can be filed within the 20-day time limit. Counsel was copied on a letter from the County of Volusia's Legal Department notifying CFMHA's attorney that he had misdirected a summons to the Chair of the County Council instead of directing it to the actual named co-defendant, WVHA. *To date counsel has not received any notification that WVHA has been served with a summons, but counsel has been contacted by Attorney Boynton's legal assistant acknowledging that the summons was erroneously served on the Chair of the County Council. Counsel advised the legal assistant that WVHA insists upon formal service of such matters and directed the legal assistant to <http://westvolusiahospitalauthority.org/> in order to obtain contact information. It is also noteworthy that Attorney Tanner Andrews has notified counsel that he plans to appear as defense counsel to represent Commissioner Ferrari individually in this lawsuit.*

**VII. Discussion Agenda Item: "WVHA approval to pay legal retainer for Commissioner Ferrari" [See new info. in italics and bold]**

In anticipation of legal questions that may arise from this Discussion Agenda item, counsel



notes the following generally applicable common law rule that requires the Board--not the Board's lawyer, the Florida Attorney General or a court--to determine in the first instance after review all facts and circumstances: 1. whether the subject litigation arises out of or in connection with the performance of Commissioner Ferrari's official duties and if so, then 2. whether the litigation serves a public purpose?

These questions arise from law cited in a string of Florida Attorney General Opinions where various local governments have requested the Attorney General to opine on similar matters. Based on a quick search for such AG Opinions, counsel is attaching at the end of the August 2016 Legal Update what appears to be the latest such AG Opinion dated August 6, 2013. Also, pasted below is an excerpt from AGO 91-58, which is a concise summary of the relevant common law from The Supreme Court of Florida and is often cited within these AG Opinions:

The Supreme Court of Florida, in *Thornber v. city of Fort Walton Beach*, recognized the common law principle that "public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their official duties while serving a public purpose." Citing *Chavez v. City of Tampa, supra*, the Court held that for public officials to be entitled to representation at public expense, the litigation must:

- "1) arise out of or in connection with the performance of their official duties and
- 2) serve a public purpose."

#### VIII. Workers Compensation Case. [See new info. in italics and bold]

[Refer back to Legal Update Memorandum dated 1/7/15, 5/8/13, 11/7/12, 8/10/12, 3/10/15 and 2/10/16 for additional background details.]

Contrary to most common sense expectations, the Authority--which terminated its last employees in 2006 and sold the hospitals in 2000--remains liable on periodic "tail" treatment claims for injuries to its former hospital employees. Since 2000, these treatment claims have been processed (assessed for relationship to original injury and eligibility for payment determined) by Adventist Health System's Worker's Compensation Department ("Adventist"). Adventist has retained specialized worker's compensation counsel (Jeffrey J. Branham of the firm of Dean, Ringers, Morgan & Lawton, P.A.) to handle any of the specialized legal matters that come up from time to time. The undersigned oversees the separately retained counsel by reviewing and giving provisional approval for Adventist to pay their bills. Of the many worker's compensation claims that were active in 2000, by 2007 only one former hospital workers continues to actively treat and submit substantial claims.

## IX. General Compliance with the Sunshine Law:

The Government in the Sunshine Law, section 286.011, Florida Statutes, provides in pertinent part:

"All meetings of any board or commission . . . of any agency or authority of any county, municipal corporation, or political subdivision . . . at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting."

It is impossible to summarize all relevant points of the Sunshine Law, but please note that courts uniformly interpret this provision as prohibiting two or more members of the same board or commission from discussing any matter on which foreseeable action will be taken by the public board or commission. (If your discussion with another board member concerns personal or business matters unrelated to the Authority, the Sunshine Law does not apply)

Please note that the Sunshine Law DOES apply to "off-the record" chats during meetings or during breaks, written correspondence, telephone conversations and e-mails exchanges between two or more board members if such communication concerns matters likely to come before the Board. It also prohibits nonmembers (staff, lawyers, accountants, and members of the public) from serving as liaisons between Board members concerning matters likely to come before the Board.

Please note that as the Board's attorney, counsel's role is to assist the aggregate Board with legal compliance, not to provide individualized legal opinions to a particular board member. For specific questions concerning your own compliance, please direct those inquiries to the Florida Commission on Ethics. Their website can be found at <http://www.ethics.state.fl.us/>. Although their website material suggests the need for a written inquiry, each individual Board member is a "public officer" and thereby has the right to obtain informal telephone advice on common questions at (850) 488-7864.