

West Volusia Hospital Authority
BOARD OF COMMISSIONERS REGULAR MEETING
October 19, 2017 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 14, 2017
 - B. Regular Meeting Minutes September 14, 2017
5. Citizens Comments
6. Reporting Agenda
 - A. POMCO September Report – Written Submission
 - B. FQHC Report - Laurie Asbury, CEO
Northeast Florida Health Services, Inc. (NEFHS)
d/b/a Family Health Source (FHS) September Report
7. Discussion Items
 - A. Funding Agreements 2017-2018 per Final Budget Resolution 2017-006
 1. Community legal Services, Inc. Medical-Legal Partnership Program
 2. Community Life Center Outreach Services, Inc. (attached)
 3. Deltona Fire Fighters Foundation, Inc. (attached)
 4. Good Samaritan Clinic of West Volusia, Inc.
 5. Healthy Communities – Kidcare Outreach
 6. The Healthy Start – Access to healthcare Services – SMA
Outreach/WIS/NOS
 7. The Healthy Start – Family Services Coordinator
 8. Hispanic Health Initiative, Inc. Taking Care of My Health
 9. Rising Against All Odds, Inc. – HealthCard Enrollment and Retention
 10. Rising Against All Odds, Inc. – HIV/Aids Outreach and Case
Management
 11. Stewart-Marchman-Act (SMA) – Baker Act Match
 12. SMA – ARNP @ The House Next Door
 13. SMA – Homeless Program
 14. SMA – Level II Residential Treatment
 15. The Neighborhood Center of West Volusia “Access to Care”
 16. Volusia County Health Department – Florida Department of Health
 17. Northeast Florida health Services, d/b/a Family Health Source (FHS)
Clinics
 18. Northeast Florida Health Services, d/b/a FHS – Pharmacy
 19. Twelfth Addendum – Primary Care Physicians Indigent Hospital Patient
Program
 20. The House Next Door – Community Based Mental Health Counseling
 21. The House Next Door – Prescreening Services
 22. Northeast Florida Health Services, d/b/a FHS – Prenatal
 - B. Hill and Hollis Quarterly Report
 1. Sources for Social Media Materials (attached)
 - C. CAC November 14, 2017 New Services Applicant Review Meeting – Cancellation
Request
 - D. WVHA Investment Policy Statement October 19, 2017
 - E. Tentatively Scheduled Meetings 2018
 - F. VOYA Retirement Account-FHD-FHFM
 - G. Follow Up Items
 1. POMCO Case Management & Utilization Review Services
 2. POMCO Update to WVHA Access to Care/Summary of Benefits
8. Finance Report
 - A. September Financials
9. Legal Update
10. Commissioner Comments
11. Adjournment

ERRATA SHEET FOR WVHA INITIAL BUDGET HEARING 9-14-2017

Delete and replace all references to “passed unanimously” to replace with “was adopted by a 4-0-1 majority vote” throughout the document.

WEST VOLUSIA HOSPITAL AUTHORITY
Board of Commissioners Initial Budget Hearing
Florida Hospital Fish Memorial – Summit Building
1061 Medical Center Drive, Suite 211, Orange City, FL
September 14, 2017
5:45 p.m.

Those in Attendance:

Commissioner Kathie D. Shepard
Commissioner Barb Girtman
Commissioner Judy Craig
Commissioner Andy Ferrari

Absent/Death August 18, 2017
Commissioner Ross Dickinson

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

Vice-Chair Girtman called the meeting to order and confirmed that a quorum was established and that Commissioner Craig was expected to arrive late. The meeting took place in The Florida Hospital Fish Memorial Summit Building located at 1061 Medical Center Drive, Suite 211, Orange City, Florida, having been legally noticed on the TRIM Notice mailed by the Volusia County Property Appraiser.

Millage proposal

Vice-Chair Girtman asked for discussion of the proposed millage necessary to fund the budget for Fiscal Year 2017-2018.

Vice-Chair Girtman moved to public comment.

There were five.

Vice-Chair Girtman asked for Commissioner discussion.

Commissioner Judy Craig arrived to the Initial Budget Hearing at 6:05 p.m.

There was Board consensus to adopt the millage rate of 2.38 during this initial budget hearing.

Vice-Chair Girtman read the Public Announcement of the West Volusia Hospital Authority 2017-2018 Tentative Millage Rate.

Resolution 2017 – 002 Vice-Chair Girtman read into the record Resolution of the West Volusia Hospital Authority to Adopt the 2017-2018 Tentative Millage, Resolution 2017-002 (See attached).

Motion 095 - 2017 Commissioner Ferrari motioned to adopt the Resolution 2017-002 of the West Volusia Hospital Authority to adopt the tentative millage rate of 2.38 as read into the record by Vice-Chair Girtman. Commissioner Shepard seconded the motion.

Roll Call:

Commissioner Craig	Yes
Commissioner Ferrari	Yes
Vice-Chair Girtman	Yes
Commissioner Shepard	Yes

The motion was adopted by a 4-0-1 majority vote.

Discussion of Tentative Budget

Vice-Chair Girtman asked the Board if there was any discussion regarding the proposed budget for FY 2017-2018.

Mr. Cantlay reviewed the 2017-2018 tentative budget presented for consideration.

Vice-Chair Girtman moved to public comment.

There were none.

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

There was discussion and Board consensus to try to adopt a lower millage rate at the final budget hearing and to reduce all of the funded agencies by 10 percent.

Resolution 2017 – 003 Vice-Chair Girtman read into the record the Resolution of the West Volusia Hospital Authority to Adopt the 2017-2018 Tentative Budget, Resolution 2017-003 (See attached).

Motion 096 - 2017 Commissioner Shepard motioned to adopt Resolution 2017 – 003 reflecting the millage rate of 2.38 and reflecting a budget of \$20,133,413.00. Commissioner Craig seconded the motion.

Roll Call:

Commissioner Craig	Yes
Commissioner Ferrari	Yes
Vice-Chair Girtman	Yes
Commissioner Shepard	Yes

The Resolution was adopted by a 4-0-1 majority vote.

Set date of Public Hearing to Adopt Final Millage Rate and Final Budget

Resolution 2017 - 004 Vice-Chair Girtman read into 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 26, 2017 at 5:05 p.m. at the Wayne Sanborn Center, located at 815 S. Alabama Avenue, Deland, Florida, Resolution 2017-004 (See attached).

Motion 097 – 2017 Commissioner Ferrari motioned to adopt Resolution 2017 - 004 as read into the public record by Vice-Chair Girtman. Commissioner Craig seconded the motion.

Roll Call:

Commissioner Craig	Yes
Commissioner Ferrari	Yes
Vice-Chair Girtman	Yes
Commissioner Shepard	Yes

The Resolution was adopted by a 4-0-1 majority vote.

Publication of Public Notices

Vice-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 26, 2017 at 5:05 p.m. located at the Wayne Sanborn Center, 815 S. Alabama Avenue, DeLand, FL. The publication of the public notice shall publish on Friday, September 22, 2017.

Motion 098 – 2017 Commissioner Ferrari motioned to set the publication of notice of public hearing to adopt the final millage rate and final budget for Friday, September 22, 2017. Commissioner Craig seconded the motion. The motion was adopted by a 4-0-1 majority vote.

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

Adjournment

ERRATA SHEET FOR WVHA REGULAR MEETING 9-14-2017

Delete:

FQHC Report, Laurie Asbury, CEO, Northeast Florida Health Services, Inc. d/b/a Family Health Source (FHS) August Report

Replace:

FQHC Report, Written Submission, Northeast Florida Health Services, Inc. d/b/a Family Health Source (FHS) August Report

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

Florida Hospital Fish Memorial-Summit Building
1061 Medical Center Drive, Suite 211, Orange City, Florida

September 14, 2017

Commencing upon the conclusion of the Initial Budget Hearing of 5:45 pm

Those in Attendance:

Commissioner Kathie D. Shepard
Commissioner Andy Ferrari
Commissioner Barb Girtman
Commissioner Judy Craig

Absent/Death August 18, 2017:

Commissioner Ross Dickinson

CAC Members Present:

Voloria Manning
Michael Ray
Dolores Guzman

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

Vice-Chair Girtman called the meeting to order. The meeting took place at Florida Hospital Fish Memorial-Summit Building, located at 1061 Medical Center Drive, Suite 211, Orange City, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County. Vice-Chair Girtman opened the meeting with a public announcement of the sudden death of Commissioner Ross Dickinson on August 18, 2017.

Attorney Ted Small shared some reflections of Commissioner Ross Dickinson and some of Commissioner Dickinson's contributions to the community.

Vice-Chair Girtman then proceeded with a moment of silence, followed by the Pledge of Allegiance.

Approval of Proposed Agenda

Motion 099 - 2017 Commissioner Ferrari motioned to approve the amended agenda as presented. Commissioner Shepard seconded the motion. The motion passed unanimously.

Consent Agenda

Approval of Minutes - Regular Meeting August 17, 2017

Motion 100 - 2017 Commissioner Ferrari motioned to approve the consent agenda. Commissioner Shepard seconded the motion. The motion passed unanimously.

Citizens Comments

There were none.

Election of Officers

Open floor for nomination of the Chair

Commissioners Shepard, Ferrari and Craig all nominated Commissioner Girtman as Chair.

Commissioner Girtman accepted the nomination.

Chair continues with nominations and election of remaining officers

Vice-Chair

Commissioner Ferrari accepted the office of Vice-Chair, announced by acclamation.

Secretary

Commissioner Shepard accepted the office of Secretary, announced by acclamation

Treasurer

Commissioner Craig accepted the office of Treasurer, announced by acclamation.

Commissioner Kathie Shepard had to leave the meeting at 7:46 p.m.

Reporting Agenda

POMCO August Report –Written Submission

There was discussion regarding a possible modification to the POMCO three year contract in light of the increased utilization that the WVHA HealthCard population is experiencing.

FQHC Report, Written Submission, Northeast Florida Health Services, Inc. d/b/a Family Health Source (FHS) August Report

Discussion Items

**Board Authorization for Chair Girtman to sign the TRIM Form DR-487
Certification of Compliance
Review Proposed Budget and Impact of Increased Enrollment 2017**

Motion 101 – 2017 Commissioner Ferrari motioned to authorize Chair Girtman to sign the TRIM Form DR-487. Commissioner Craig seconded the motion. The motion passed unanimously.

Announce Final Budget Hearing Tuesday, September 26, 2017 commencing at 5:05 p.m. located at the Wayne Sanborn Center, 815 S. Alabama Avenue, DeLand, FL

Chair Girtman made the Final Budget Announcement.

**Process for Appointment of Person to Fill Vacancy for Ross Dickinson
Special Meeting to fill Board vacancy to commence upon the conclusion of
the Final Budget Hearing of Tuesday, September 26, 2017**

Motion 102 - 2017 Commissioner Ferrari motioned to adopt the proposed timeline as written by Mr. Small in his legal update (attached) pages 4 and 5.

Mr. Small pointed out step #6. "If desired, the Board could direct DRT to advertise the vacancy and process in the local paper; but such advertisement is not required".

There was Board discussion and consensus that they would proceed with advertising the Board vacancy along with advertising to fill the CAC vacancies.

Commissioner Craig seconded the motion. The motion passed unanimously.

Mr. Small pointed out that the deadline for applicants to submit the fully completed application along with all attachments are due by noon, EST, Thursday, September 21, 2017.

There was discussion that we are currently under daylight savings time and to strike any references to EST.

Motion 102 – 2017 (AMENDED) Commissioner Ferrari motioned to adopt the proposed timeline as written by Mr. Small in his legal update (attached) pages 4 and 5, striking any reference to "EST". Commissioner Craig seconded the amended motion. The motion passed unanimously.

Citizens Advisory Committee (CAC) Vacancies

The CAC vacancies were addressed in the preceding discussion.

Site Visit Write Up Community Legal Services of Mid-Florida

The Board accepted the site visit write up as presented.

ACA Enrollment Event November 18, 2017 – Authorization to post to WVHA Website (email from Dolores Guzman, 8/22/2017 attached)

3 of 5 pages

Regular Meeting – Minutes

September 14, 2017

Motion 103 – 2017 Commissioner Ferrari authorized Hill & Hollis to post to the WVHA website and whatever other social media the WVHA has available the ACA Enrollment Event of November 18, 2017. Commissioner Craig seconded the motion. The motion passed unanimously.

Hill & Hollis Update

Mr. Harper Hill and Ms. Dawn Nelson of Hill & Hollis (H&H) were seeking approval of resources for social media content to share from Floridahealth.gov; Myflroidafamilies.com; Freshfromflorida.com; and Livinghealthyinflorida.com.

There was discussion and Board consensus that they would review these sites and bring back a decision during the October Regular Meeting. Also, Mr. Hill will bring back the WVHA contractual accounting overview during their October quarterly update.

Follow Up Items

POMCO Utilization Review/proposed WVHA Cost Savings

POMCO Update to WVHA Access to Care

Mr. Small suggested that there was not enough information provided for the Board to identify cost savings in pursuing Utilization Review (UR).

There was further discussion and Board consideration asking POMCO to perform a pilot time period, of six months, to show the Board real cost savings for utilization review for the categories mentioned in Shawn Jacobs, Account Executive, POMCO's email dated August 17, 2017 of, "Chemotherapy, radiation, experimental/investigational procedures, Hyperbaric Oxygen (where applicable), injectables, excluding vaccinations – all injectables that cost \$2,000 or more per drug per month, and outpatient physical therapy". However, the Board wanted clarification from POMCO as to the proposed costs that will be incurred to approve this UR program and tabled this matter until the Tuesday, September 26, 2017 Final Budget Hearing/Special Meeting.

Mr. Small addressed the POMCO Update to WVHA Access to Care and suggested that the Board also table this matter until such time as POMCO can clarify the language that references that only the PCP can make referrals into the specialty care network when it has since been changed to allow specialists to make referrals to other in-network specialists through POMCO's provider portal.

Financial Report

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

Motion 104 - 2017 Commissioner Craig motioned to pay bills totaling \$2,125,481.37 (See attached). Commissioner Ferrari seconded the motion. The motion passed unanimously.

Legal Update

Mr. Theodore Small, Legal Counsel for the WVHA submitted his legal update memorandum dated September 5, 2017 (See attached).

Commissioner Comments

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

Adjournment

Barb Girtman, Chair

Eileen Long

From: Shawn Jacobs <sjacobs@pomco.com>
Sent: Tuesday, October 10, 2017 12:14 PM
To: Eileen Long; Al Powers
Cc: Ted Small - Law Offices of Theodore W. Small P.A. (tsmall@businessemploymentlawyer.com); Jessica Swartwood
Subject: POMCO WVHA Board Report Submission - October 2017
Attachments: 10.October. 2017 Board Report - v3.pdf; West Volusia Hospital Authority 2017 SOB.PDF

Importance: High

Eileen and Al, attached please find our report submission for the October WVHA board packet.

In this report, I have included an 'Open Items' section which includes some additional detail/clarification on the POMCO proposal for Case Management & Utilization Review services along with mention of the attached updated 2017 WVHA Summary of Benefits.

Let me know if you have any questions.

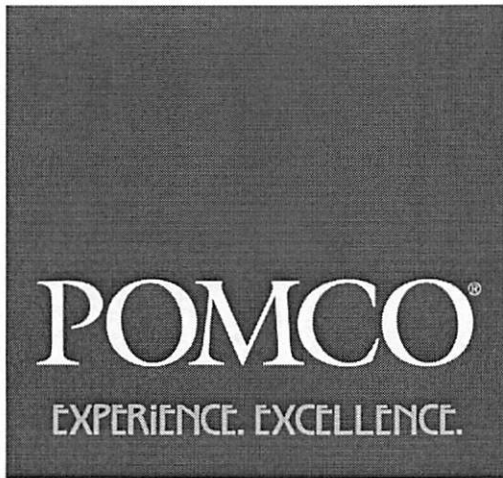
Thanks.

Regards,
S.A.J.

Shawn A. Jacobs

Strategic Account Executive | UMR formerly POMCO
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POMCO

October 19, 2017

Submission Report for WVHA Board Members

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Enrollment Processing

Applications Received by Fiscal Year for the Period of 10/1/2016 to Present

Applications Received 10/01/2016 - Present

FiscalYr	Month Received	APPROVED	DENIED	PENDING	Grand Total	Approval Percentage
FY1617	201610	236	46	0	282	83.69%
	201611	204	46	0	250	81.60%
	201612	281	64	0	345	81.45%
	201701	334	54	0	388	86.08%
	201702	325	40	0	365	89.04%
	201703	352	31	0	383	91.91%
	201704	238	35	0	273	87.18%
	201705	247	28	0	275	89.82%
	201706	376	33	0	409	91.93%
	201707	342	39	0	381	89.76%
	201708	344	15	30	389	88.43%
	201709	153	6	64	223	68.61%
Grand Total		3432	437	94	3963	86.60%

Fiscal Year	Applications Processed	Average Approval Percentage
FY1516	2670	82.28%
FY1617	3963	86.60%
Based on Fiscal year		

Applications Processed by Fiscal Year – Approval Percentage

Enrollment Applications – Denial Summary Report

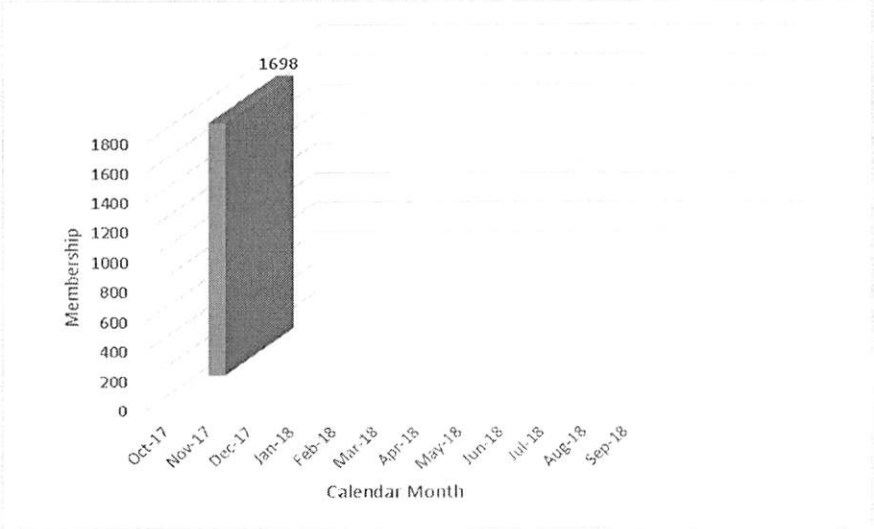
Period	Approved		Denied		Pending		Total
	Apps	Pctg	Apps	Pctg	Apps	Pctg	
FY1617	3432	86.60%	437	11.03%	94	2.37%	3963
201610	236	83.69%	46	16.31%	0	0.00%	282
Active Eligible	236	100.00%		0.00%		0.00%	236
Declined - Member exceeds asset level		0.00%	3	100.00%		0.00%	3
Declined - Member Exceeds Income Level		0.00%	8	100.00%		0.00%	8
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	1	100.00%		0.00%	1
Declined - Not Elig for Plan		0.00%	15	100.00%		0.00%	15
Declined - REQUIRED DOCUMENTATION MISSING		0.00%	18	100.00%		0.00%	18
Terminated - Member has medicaid coverage		0.00%	1	0.00%		0.00%	1
201611	204	81.60%	46	18.40%	0	0.00%	250
Active Eligible	204	100.00%		0.00%		0.00%	204
Declined - Member Exceeds Income Level		0.00%	14	100.00%		0.00%	14
Declined - Not Elig for Plan		0.00%	8	100.00%		0.00%	8
Declined - Req'd Documentation Missing		0.00%	23	100.00%		0.00%	23
Declined - Member has other coverage		0.00%	1	100.00%		0.00%	1
201612	281	81.45%	64	18.55%	0	0.00%	345
Active Eligible	281	100.00%		0.00%		0.00%	281
Declined - ACA PREM COST <8% INCOME		0.00%	2	100.00%		0.00%	2
Declined - MEMBER EXCEEDS INCOME LEVEL		0.00%	9	100.00%		0.00%	9
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	1	100.00%		0.00%	1
Declined - Member Exceeds Asset Level		0.00%	2	100.00%		0.00%	2
Declined - Member has other coverage		0.00%	2	100.00%		0.00%	2
Declined - Multiple Reasons		0.00%	12	100.00%		0.00%	12
Declined - Req'd Documentation Missing		0.00%	36	0.00%		0.00%	36
201701	334	86.08%	54	13.92%	0	0.00%	388
Active Eligible	334	324.00%		0.00%		0.00%	334
Declined - MEMBER EXCEEDS INCOME LEVEL		0.00%	17	100.00%		0.00%	17
Declined - ACA PREM COST <8% INCOME		0.00%	2	100.00%		0.00%	2
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	6	100.00%		0.00%	6
Declined - MEMBER HAS OTHER COVERAGE		0.00%	1	100.00%		0.00%	1
Declined - MEMBER OOS AREA		0.00%	1	100.00%		0.00%	1
Declined - Multiple Reasons		0.00%	2	100.00%		0.00%	2
Declined - Req'd Documentation Missing		0.00%	25	100.00%		0.00%	25
201702	325	89.04%	40	10.96%	0	0.00%	365
Active Eligible	325	100.00%		0.00%		0.00%	325
Declined - Member Exceeds Asset Level		0.00%	1	100.00%		0.00%	1
Declined - Member Exceeds Income Level		0.00%	11	100.00%		0.00%	11
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	5	100.00%		0.00%	5
Declined - MEMBER HAS OTHER COVERAGE		0.00%		100.00%		0.00%	0
Declined - Req'd Documentation Missing		0.00%	21	100.00%		0.00%	21
Declined - Multiple Reasons		0.00%	2	100.00%		0.00%	2
201703	352	91.91%	31	8.09%	0	0.00%	383
Active Eligible	352	100.00%		0.00%		0.00%	352
Declined - Member Exceeds Asset Level		0.00%	1	100.00%		0.00%	1
Declined - Member Exceeds Income Level		0.00%	12	100.00%		0.00%	12
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	4	100.00%		0.00%	4
Declined - MEMBER HAS OTHER COVERAGE		0.00%	1	100.00%		0.00%	1
Declined - Req'd Documentation Missing		0.00%	12	100.00%		0.00%	12
TRM - MEMBER HAS MEDICAID COVERAGE		0.00%	1	100.00%		0.00%	1
201704	238	87.18%	35	12.82%	0	0.00%	273
Active Eligible	238	238.00%		0.00%		0.00%	238
Declined - Member Exceeds Asset Level		0.00%		0.00%		0.00%	0
Declined - Member Exceeds Income Level		0.00%	16	100.00%		0.00%	16
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	6	100.00%		0.00%	6
Declined - MEMBER HAS OTHER COVERAGE		0.00%		100.00%		0.00%	0
Declined - Req'd Documentation Missing		0.00%	10	100.00%		0.00%	10
Pending - Multiple Reasons		0.00%		100.00%		0.00%	0
TRM - MEMBER HAS MEDICAID COVERAGE		0.00%	3	100.00%		0.00%	3

Enrollment Applications – Denial Summary Report (Continued)

Period	Approved		Denied		Pending		Total
	Apps	Pctg	Apps	Pctg	Apps	Pctg	
201705	247	89.82%	28	10.18%	0	0.00%	
Active Eligible	247	100.00%		0.00%		0.00%	
Declined - Member Exceeds Asset Level		0.00%	2	100.00%		0.00%	
Declined - Member Exceeds Income Level		0.00%	6	100.00%		0.00%	
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	8	100.00%		0.00%	
Declined - MEMBER HAS OTHER COVERAGE		0.00%	1	100.00%		0.00%	
Declined - Req'd Documentation Missing		0.00%	11	100.00%		0.00%	
Pending - Multiple Reasons		0.00%		0.00%		0.00%	
201706	376	91.93%	33	8.07%	0	0.00%	
Active Eligible	376	100.00%		0.00%		0.00%	
Declined - Member Exceeds Asset Level		0.00%		0.00%		0.00%	
Declined - Member Exceeds Income Level		0.00%	13	100.00%		0.00%	
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	3	100.00%		0.00%	
TRM - MEMBER HAS OTHER COVERAGE		0.00%	2	100.00%		0.00%	
TRM - Member Exceeds Income Level		0.00%	2	100.00%		0.00%	
Declined - Req'd Documentation Missing		0.00%	13	100.00%		0.00%	
Pending - Multiple Reasons		0.00%		0.00%		0.00%	
201707	342	89.76%	39	10.24%	0	0.00%	
Active Eligible	342	100.00%		0.00%		0.00%	
Declined - Member Exceeds Asset Level		0.00%		0.00%		0.00%	
Declined - ACA PREM COST <8% INCOME		0.00%		0.00%		0.00%	
Declined - Member Exceeds Income Level		0.00%	15	100.00%		0.00%	
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	2	100.00%		0.00%	
Declined - MEMBER HAS OTHER COVERAGE		0.00%		0.00%		0.00%	
Declined - Req'd Documentation Missing		0.00%	20	100.00%		0.00%	
Declined - Multiple Reasons		0.00%		0.00%		0.00%	
Pending - Multiple Reasons		0.00%		0.00%		0.00%	
Pending - Unknown		0.00%		0.00%		0.00%	
TRM - MEMBER HAS MEDICAID COVERAGE		0.00%	2	100.00%		0.00%	
201708	344	88.43%	15	3.86%	30	7.71%	
Active Eligible	344	100.00%		0.00%		0.00%	
Declined - Member Exceeds Asset Level		0.00%	1	100.00%		0.00%	
Declined - ACA PREM COST <8% INCOME		0.00%		0.00%		0.00%	
Declined - Member Exceeds Income Level		0.00%	9	100.00%		0.00%	
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	1	100.00%		0.00%	
Declined - MEMBER HAS OTHER COVERAGE		0.00%		0.00%		0.00%	
Declined - Req'd Documentation Missing		0.00%	3	0.00%		0.00%	
Declined - Multiple Reasons		0.00%		0.00%		0.00%	
Pending - Multiple Reasons		0.00%		0.00%	30	100.00%	
Pending - Unknown		0.00%		0.00%		0.00%	
TRM - MEMBER HAS MEDICAID COVERAGE		0.00%	1	100.00%		0.00%	
201709	153	68.61%	6	2.69%	64	28.70%	
Active Eligible	153	100.00%		0.00%		0.00%	
Declined - Member Exceeds Asset Level		0.00%		0.00%		0.00%	
Declined - ACA PREM COST <8% INCOME		0.00%		0.00%		0.00%	
Declined - Member Exceeds Income Level		0.00%	3	100.00%		0.00%	
Declined - MEMBER HAS MEDICAID COVERAGE		0.00%	2	100.00%		0.00%	
Declined - MEMBER HAS OTHER COVERAGE		0.00%		0.00%		0.00%	
Declined - Req'd Documentation Missing		0.00%	1	100.00%		0.00%	
Declined - Multiple Reasons		0.00%		0.00%		0.00%	
Pending - Multiple Reasons		0.00%		0.00%	64	100.00%	
Pending - Unknown		0.00%		0.00%		0.00%	
TRM - MEMBER HAS MEDICAID COVERAGE		0.00%		0.00%		0.00%	

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, 2017

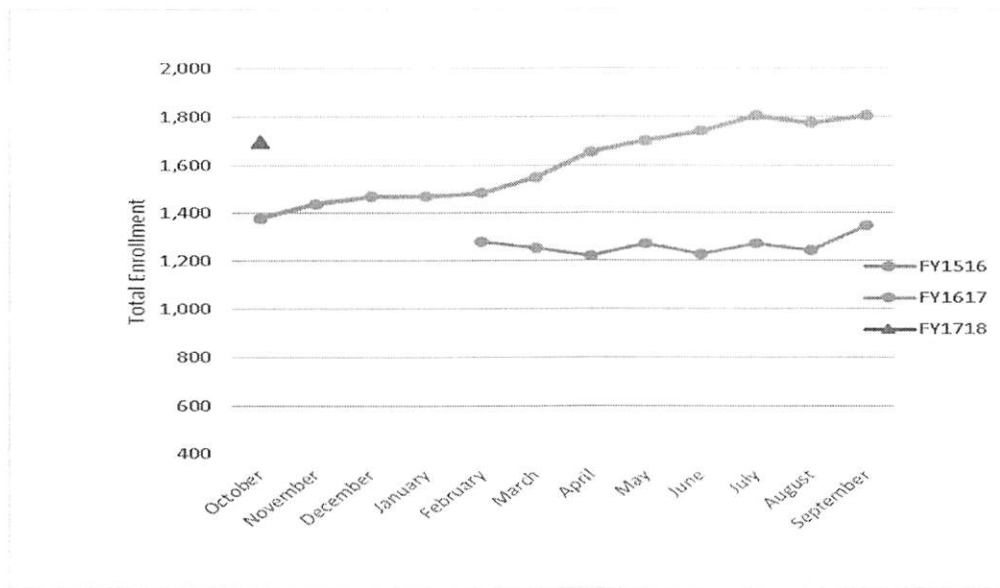


Eligibility reported above reflects eligibility as of the first of each month.

As of October 1, 2017, total program eligibility was 1,698 patients.

WVHA Enrollment by Fiscal Year – as of October 1, 2017

WVHA Enrollment By Fiscal Year	
Month of Fiscal Year	FY1718
October	1,698
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
Grand Total	1,698



Medical and Prescription Drug Claim Data

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

Month	FY1617				
	Drug Costs	Dispensing	Total Costs	Total Rx's Filled	Avg Cost Per Rx
		Fee Less Copayments			
October	\$21,581.37	\$32,676.00	\$54,257.37	2,334	\$23.25
November	\$19,925.44	\$34,818.00	\$54,743.44	2,487	\$22.01
December	\$24,589.10	\$38,794.00	\$63,383.10	2,771	\$22.87
January	\$19,912.78	\$39,018.00	\$58,930.78	2,787	\$21.14
February	\$44,939.84	\$36,792.00	\$81,731.84	2,628	\$31.10
March	\$38,337.50	\$42,938.00	\$81,275.50	3,067	\$26.50
April	\$32,104.18	\$39,816.00	\$71,920.18	2,844	\$25.29
May	\$44,290.67	\$47,446.00	\$91,736.67	3,389	\$27.07
June	\$38,997.59	\$46,718.00	\$85,715.59	3,337	\$25.69
July	\$31,293.28	\$42,770.00	\$74,063.28	3,055	\$24.24
August	\$44,293.46	\$42,728.00	\$87,021.46	3,055	\$28.48
September					
Grand Total	\$360,265.21	\$444,514.00	\$804,779.21	31,754	\$25.34

Combined Medical Costs (as of Claims Payment through 9/30/2017)

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
FY1617	\$5,181,119.13	\$387,478.12	\$771,257.91	\$3,480,843.60	\$192,475.29	\$864,748.84	\$10,877,922.89	19,263	\$564.71	\$268.97	\$20.12	\$40.04	\$180.70	\$44.89
October	\$436,938.88	\$22,404.35	\$59,210.80	\$242,154.19	\$25,870.70	\$59,969.63	\$846,548.55	1,378	\$614.33	\$317.08	\$16.26	\$42.97	\$175.73	\$43.52
November	\$296,882.47	\$28,933.91	\$44,819.95	\$246,468.41	\$29,728.18	\$54,257.37	\$701,090.29	1,438	\$487.55	\$206.46	\$20.12	\$31.17	\$171.40	\$37.73
December	\$540,201.66	\$12,404.58	\$33,630.75	\$210,398.02	\$16,425.65	\$54,743.44	\$867,804.10	1,469	\$590.74	\$367.73	\$8.44	\$22.89	\$143.23	\$37.27
January	\$465,786.02	\$18,547.79	\$36,006.75	\$280,856.84	\$6,621.01	\$63,383.10	\$871,201.51	1,469	\$593.06	\$317.08	\$12.63	\$24.51	\$191.19	\$43.15
February	\$441,337.13	\$37,520.22	\$15,499.75	\$344,625.79	\$15,506.77	\$58,930.78	\$913,420.44	1,484	\$615.51	\$297.40	\$25.28	\$10.44	\$232.23	\$39.71
March	\$713,669.44	\$46,444.04	\$53,204.80	\$431,775.22	\$33,068.59	\$81,731.84	\$1,359,893.93	1,549	\$877.92	\$460.73	\$29.98	\$34.35	\$278.74	\$52.76
April	\$560,786.76	\$25,783.62	\$69,201.03	\$266,890.37	\$0.00	\$81,275.50	\$1,003,937.28	1,654	\$606.98	\$339.05	\$15.59	\$41.84	\$161.36	\$49.14
May	\$471,581.77	\$38,649.24	\$78,922.06	\$282,357.06	\$16,112.10	\$71,920.18	\$959,542.41	1,702	\$563.77	\$277.08	\$22.71	\$46.37	\$165.90	\$42.26
June	\$321,644.29	\$42,350.83	\$98,867.50	\$264,146.69	\$0.00	\$91,736.67	\$818,745.98	1,740	\$470.54	\$184.85	\$24.34	\$56.82	\$151.81	\$52.72
July	\$399,122.27	\$26,330.45	\$46,417.75	\$198,069.41	\$21,173.52	\$85,715.59	\$776,828.99	1,803	\$430.85	\$221.37	\$14.60	\$25.74	\$109.86	\$47.54
August	\$355,294.74	\$43,584.72	\$120,213.50	\$336,977.44	\$19,116.21	\$74,063.28	\$949,249.89	1,774	\$535.09	\$200.28	\$24.57	\$67.76	\$189.95	\$41.75
September	\$177,873.70	\$44,524.37	\$115,263.27	\$376,124.16	\$8,852.56	\$87,021.46	\$809,659.52	1,803	\$449.06	\$98.65	\$24.69	\$63.93	\$208.61	\$48.26
Grand Total	\$5,181,119.13	\$387,478.12	\$771,257.91	\$3,480,843.60	\$192,475.29	\$864,748.84	\$10,877,922.89	19,263	\$564.71	\$268.97	\$20.12	\$40.04	\$180.70	\$44.89

Medical and pharmacy costs are reported on a paid basis

PCP Encounter Claims by Clinic by Month (as of Claims Payment through 9/30/2017)

Month	FY1617					Total
	NEFHS Deland	NEFHS Deltona	NEFHS Pierson	NEFHS Stone Street	NEFHS Daytona	
October	7	225	298	0	0	530
November	28	152	224	0	0	404
December	83	76	135	0	0	294
January	65	135	112	0	0	312
February	37	89	29	0	0	155
March	191	85	198	0	0	474
April	297	134	216	0	0	647
May	291	210	222	0	0	723
June	313	318	260	0	0	891
July	176	105	143	0	0	424
August	353	375	313	0	0	1041
September	396	342	286	0	0	1,024
Grand Total	2,237	2,246	2,436	0	0	6,919

PCP encounter claims are reported on a paid basis

Specialty Care Services by Specialty – Top 25 (September, 2017)

SPECIALTY CARE SERVICES BY SPECIALTY - TOP 25 FOR SEPTEMBER					
Order	SPECIALTY	Unique Patients	Claim Volume	Paid	Cost Per Patient
1	Hematology/Oncology	33	134	\$ 39,948.26	\$ 298.12
2	Hematology	11	71	\$ 39,205.73	\$ 552.19
3	Amb Surgery Facility	13	43	\$ 33,409.50	\$ 776.97
4	Orthopedic Surgery	42	134	\$ 29,872.36	\$ 222.93
5	Anesthesiology	43	149	\$ 26,671.86	\$ 179.01
6	Cardiology	35	131	\$ 24,853.96	\$ 189.72
7	Gastroenterology	30	92	\$ 23,485.81	\$ 255.28
8	Physical Therapy	23	270	\$ 18,843.11	\$ 69.79
9	Ophthalmology	35	76	\$ 16,596.87	\$ 218.38
10	Radiology	147	488	\$ 13,977.42	\$ 28.64
11	Pain Management	24	75	\$ 9,368.39	\$ 124.91
12	Pathology	73	296	\$ 9,249.07	\$ 31.25
13	Urology	9	29	\$ 7,675.20	\$ 264.66
14	Nurse Pract in Psychiatry	28	91	\$ 7,553.22	\$ 83.00
15	Dermatology	12	41	\$ 6,530.44	\$ 159.28
16	Internal Medicine	49	132	\$ 6,514.19	\$ 49.35
17	Surgery	8	25	\$ 6,036.39	\$ 241.46
18	Neurology	24	62	\$ 5,936.52	\$ 95.75
19	Diagnostic Radiology	44	146	\$ 5,344.12	\$ 36.60
20	Mental Health Counselor	17	61	\$ 5,273.04	\$ 86.44
21	Gynecology	9	31	\$ 4,715.91	\$ 152.13
22	Infectious Disease	13	52	\$ 4,661.74	\$ 89.65
23	Physical Medicine + Rehab	9	29	\$ 4,511.71	\$ 155.58
24	Optometry	15	36	\$ 3,932.56	\$ 109.24
25	Podiatry	17	36	\$ 3,738.58	\$ 103.85

Open Items

POMCO Case Management & Utilization Review Services

The following are some additional details to clarify POMCO's proposal for Case Management & Utilization Review Services submitted on August 17, 2017.

Utilization Management

- Inpatient triggers would be for acute admissions including any mental health and long term acute care
 - This is not pre-certification so the hospitals won't be required to call for authorization when someone is admitted on every type of inpatient event. Instead the acute admission events will trigger medical necessity reviews to help ensure members receive appropriate care while maximizing cost savings.
 - American Health Holdings' (our vendor) clinical professionals will collaborate with related providers (hospital or specialists) towards achieving the goal above.
 - Since the cost for this program is on a per member per month (PMPM) basis it doesn't cost the program any additional fees based on the number of inpatient cases triggered. The program benefits by having the most appropriate interactions/collaborations possible.

- In regards to the Outpatient Continuing care triggers, the list of services indicated previously is a catch-all in this category with our vendor. We have reviewed the claims detail for the WVHA program and confirmed that no claims were processed (since program inception with POMCO) for Experimental/Investigational Procedures but the program did have 291 claims for hyperbaric oxygen therapy. Therefore the following is an updated custom list that our vendor has confirmed can be implemented for the WVHA program:
 - Chemotherapy
 - Radiation

~~o Experimental/Investigational Procedures~~

- o Hyperbaric Oxygen (where applicable)
- o Injectables, excluding vaccinations – all Injectables that cost \$2,000 or more per drug per month
- o Outpatient Physical Therapy
- o Cardiology (added)
- o Gastroenterology (added)

WVHA 2017 Summary of Benefits Update for Approval

Included with this month's report submission is the updated 2017 Summary of Benefits for the WVHA program based on the approved process where Specialist who have an active referral from the primary care physician can submit their own specialty care referrals within the network as needed.

**WEST VOLUSIA HOSPITAL AUTHORITY (WVHA)
REIMBURSEMENT PROGRAM**

Access to Care

The program's third party administrator is POMCO.

The program's claim filing deadline is 60 days from date of service, with Hospitals having 90 days.

The Referral Process:

The Primary Care Physician (PCP) will direct and coordinate all of the Reimbursable Medical Services. Whenever a Medically Necessary Reimbursable Medical Service is needed and cannot be provided by the PCP, the PCP will suggest and choose the appropriate Contracted Provider, such as a specialist or ancillary Provider. Initial referrals to Contracted Providers must be arranged and approved by the PCP.

Specialist who have an active referral from the PCP can submit their own specialty care referrals within the network as needed. Specialist direct referrals will have a maximum 90-day window based on the initial active referral initiated by the PCP. After submitting the referral directly through the referral tool, specialty care providers are required to also fax a copy of their referral request directly to the PCP center where the WVHA member started their care.

Out of Network Specialty Providers:

If a member makes a visit to a provider that is not contracted by the West Volusia Hospital Authority Program (WVHA), any resulting medical bills will be paid by the member.

Non-Emergency Hospital Care:

If a member needs to go to the hospital, the following steps must be followed:

1. The only Hospitals approved by the WVHA Program are Fish Memorial and Florida Hospital DeLand.
2. Hospital services, including patient (overnight stay) or outpatient (one day only), need to be approved by the PCP. WVHA Program will approve claims payment for reimbursable services at participating hospitals only. Exception: Member is treated in the Emergency Room at a participating hospital.
3. The member must show their Plan Identification Card (ID) during admittance to the hospital.

Billing for Services:

Providers and hospitals will submit bills directly to WVHA Program Billing Agency. The member is only responsible for the co-payment.

Payment of Co-payments:

When a co-payment is required, it will be paid directly to the Provider.

SERVICE TYPE	COPAYMENT
Primary Care Physician	\$4 copayment
Specialist Visits	\$6 copayment
Prescription Drug	\$1 copayment
Emergency Room	\$10 copayment
Hospital	\$0 copayment

Reimbursable Services

The member may receive reimbursable medical services which are performed, prescribed, or referred by their Primary Care Physician, with the exception of any exclusion listed below. The WVHA Program may include, but not be limited to, preventive health services, community nursing services, ambulatory care, outpatient services, hospital services, trauma health services, and rehabilitative services, as feasible.

SERVICE TYPE	BENEFIT
Preventive Health Care	Includes periodic evaluations and immunizations for pediatrics and adults. Services will be provided by the PCP.
Specialist Visits	Reimbursed when approved by the PCP and with participating providers.
Ambulatory Outpatient Services	Reimbursed when approved by the PCP and performed in a participating hospital (Fish Memorial and Florida Hospital DeLand).
Hospital Admissions	Reimbursed at participating hospitals (Fish Memorial and Florida Hospital DeLand).
Laboratory Services	Reimbursed only at Quest Diagnostic Laboratory.
Pharmacy Benefits	Medication listed in the Preferred Drug List only. Prescriptions must be filled at Ritter's Pharmacy.
Dental Services	Reimbursed when approved by the PCP and with participating Dentists.
Mental Health	Reimbursed when approved by the PCP and with participating providers.

Benefit Exclusions

- (1) All costs associated with the collection and preservation of sperm for artificial insemination.
- (2) Alternative and holistic health care services.
- (3) Ambulance services.
- (4) Any patient treated in a hospital while under arrest by, in custody of, being guarded by a law enforcement officer, or under house arrest.
- (5) Any service provided or received without having been prescribed, directed or authorized by the Health Care district, except in cases of emergency.
- (6) Any services in connection with education and treatment for learning or developmental disabilities.
- (7) Chelation therapy when used for cosmetic reason.
- (8) Complications related to non-covered services.

- (9) Cosmetic, medical, surgical, and non-surgical treatments and procedures provided primarily for cosmetic purposes, which shall include but are not limited to:
- (a) Surgery to the upper and lower eyelid,
 - (b) Penile implant,
 - (c) Augmentation mammoplasty,
 - (d) Reduction mammoplasty for male or female or other cosmetic procedure to the breast,
 - (e) Removal of breast implants except in post mastectomy surgery,
 - (f) Full or partial face lift,
 - (g) Dermabrasion or chemical exfoliation,
 - (h) Scar revision,
 - (i) Otoplasty,
 - (j) Surgical lift, stretch, or reduction of the abdomen, buttock, thighs or upper arm,
 - (k) Silicone injections to any part of the body,
 - (l) Rhinoplasty,
 - (m) Hair transplant, and
 - (n) Tattoo removal.
- (10) Cost of services performed by another institutional facility while hospitalized in a facility.
- (11) Custodial, domiciliary, convalescent or rest care and care in a skilled nursing facility.
- (12) External counter pulsation (ECP).
- (13) Eye glasses or contact lenses.
- (14) Fertility or infertility testing, artificial insemination or invitro fertilization, embryo transplantation, human chronic gonadotrophin (HCG) injections or reversal of sterilization procedure.
- (15) Gastric stapling, gastric bypass, gastric banding, and other surgical experimental or investigational procedures for the treatment of obesity, weight loss and/or weight management.
- (16) Genetic testing, counseling and other related services.
- (17) Health or beauty aids, or hair analysis.
- (18) Hearing aids.
- (19) Immunizations required for travel and physical examinations needed or employment, insurance, or governmental licensing.
- (20) Occupational, physical, and/or speech therapy unless prescribed by a physician and it's relates to a medical condition.
- (21) Orthodontic services or procedures, periodontal surgery, cast crowns, cast post or core, cast bridges, inlays or onlays, porcelain or resin laminate veneers, space maintainers, implants or any cosmetic dental procedures.
- (22) Orthotics with the exception of joint immobilization.
- (23) Private duty nursing services.
- (24) Scerla therapy.

- (25) Services associated with aiding a patient in the home, such as a homemaker, domestic or maid service.
- (26) Services in connection with long term care, chronic care, or nursing home care.
- (27) Services provided by a family member.
- (28) Services received as a result of an illegal act. Any injury resulted from being arrested by, in custody of, being guarded by a law enforcement officer or under house arrest.
- (29) Services received prior to your eligibility effective date or after the termination date.
- (30) Sex change operations or any sex change related services including services for sexual transformation or sexual dysfunction or inadequacies.
- (31) Travel whether or not recommended by a physician.
- (32) Treatment for conditions covered by Workers' Compensation laws.
- (33) Treatment for military service connected disabilities for which the Veterans Administration and military hospital system provides care to which the member is legally entitled and when such facilities are reasonably available within the service area.
- (34) Treatment of Temporomandibular Joint Disease (TMJ).
- (35) Treatment of varicose veins of the extremities.
- (36) Urgent care clinic services.
- (37) Vision training, eye exercises, orthoptics, or surgery performed to correct or improve myopia.

Benefit Limitations

- (1) Cardiac Rehabilitation**
 - Coverage is limited to frequency up to three times per week and up to a maximum of 18 consecutive weeks
- (2) Chemotherapy Benefits**
 - Limited to anticancer treatments that are not in an investigational or experimental stage to include antineoplastic agents (such as anticancer drugs) or agents used to destroy microorganisms (such as antibiotic drugs)
 - Excludes oral chemotherapy, subcutaneous injections or intra-muscular injections that are not in an investigational or experimental stage
- (3) Chiropractic Care**
 - Benefits are limited to total of 30 visits per covered person per calendar year
- (4) Mental Disorder Treatment**
 - Outpatient Treatment - Physician's visits are limited to one treatment per day
- (5) Occupational Therapy**
 - Excludes recreational programs, maintenance therapy, or supplies used in occupational therapy

(6) Pulmonary Rehabilitation

- Limited to a maximum of 36 visits per covered person per lifetime

(7) Respiratory/Inhalation Therapy

- Excludes custodial or maintenance care

(8) Substance Use Disorder Treatment

- Excludes participation in programs of a social, recreational, or companionship nature

(9) Urgent Care Facility

- Specific to programs that have a hospital affiliation – Consider limiting urgent care coverage to facilities affiliated to the hospital(s) or with urgent care facilities that are bound to the same patient care guidelines as the hospitals

IN WITNESS WHEREOF this agreement has been executed on behalf of the West Volusia Hospital Authority.

By _____

Title _____

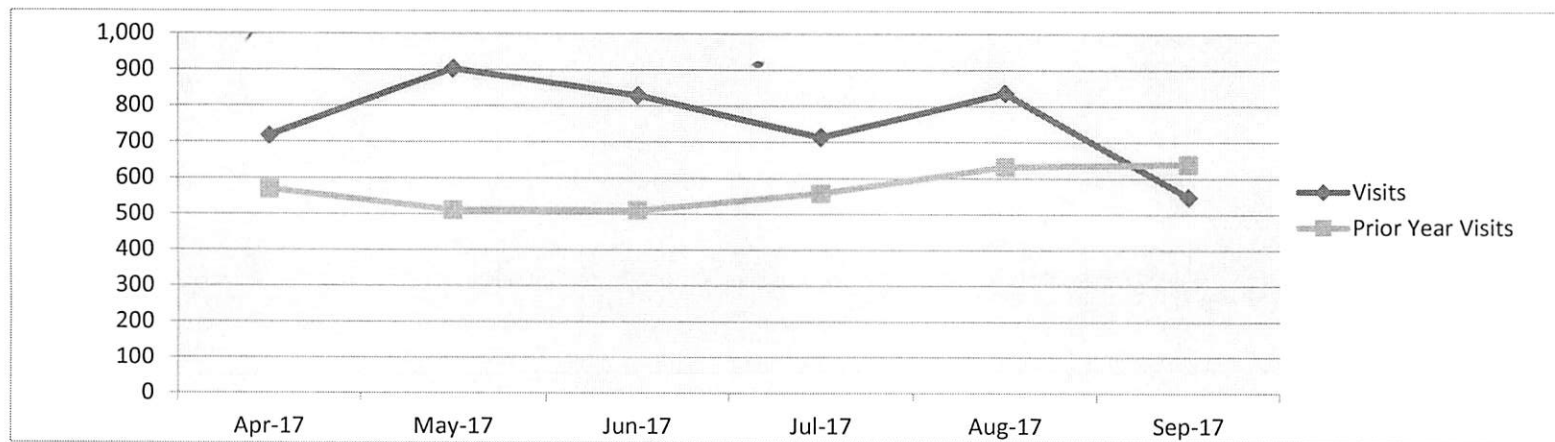
Date _____



Northeast Florida Health Services
September-17

Patient Visits

	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Visits	717	903	828	713	835	548
Prior Year Visits	569	512	510	558	632	639



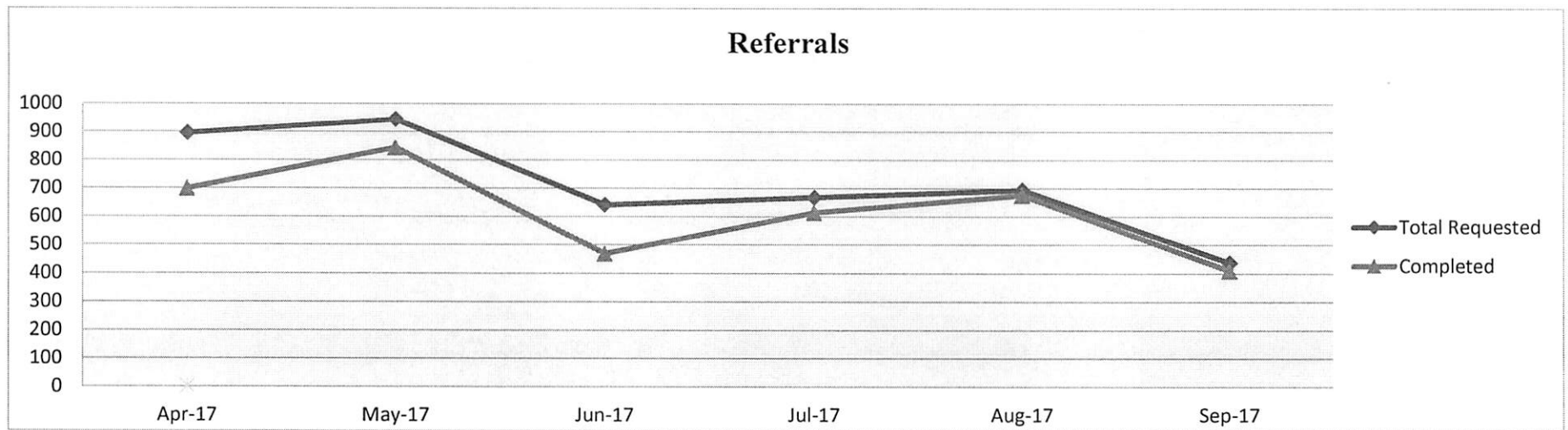
* September-17: Please note that NEFHS was closed 6 business days as well as having 2 Providers out on PTO.

Patient Visits by Location

Location	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Deland Medical	263	359	349	317	336	249
Deltona Medical	349	421	368	304	387	251
Pierson Medical	99	91	93	77	96	41
Daytona	6	32	18	15	16	7
Total	717	903	828	713	835	548

Referrals

	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
NEFHS Providers (refer to footnote 1)	343	338	205	244	255	160
Internal Specialty Providers (refer to footnote 2)	552	606	436	424	439	277
Total	895	944	641	668	694	437
Outstanding NEFHS Providers	11	4	55	1	5	7
Outstanding Int. Speciality Providers	186	97	118	52	13	21
Completed	698	843	468	615	676	409
Total Requested	895	944	641	668	694	437



1 NEFHS provider referrals are generated by NEFHS PCP for imaging and durable medical equipment (DME).

2 Internal specialty provider referrals are generated by NEFHS PCP for consultation with a specialist.

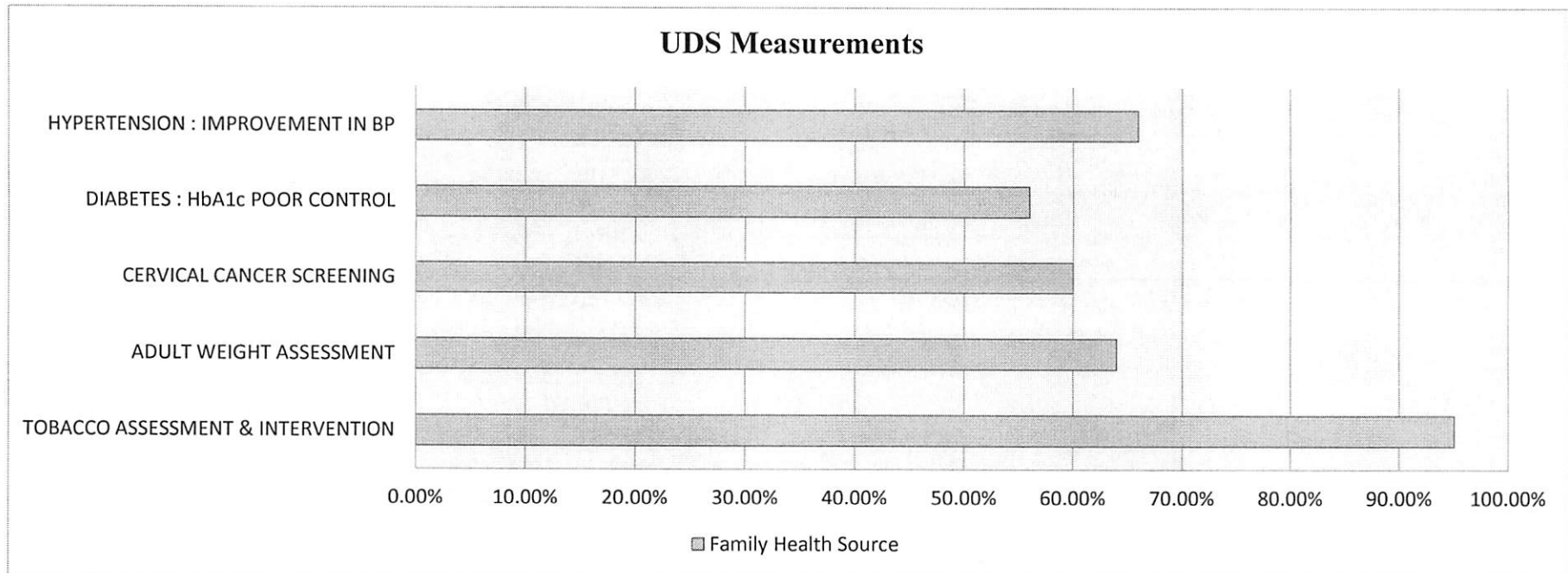
Appointment Times

Location	Provider	Appointments
Daytona	Johnson	Same Day
DeLand	Smith	Same Day
Deland	Yelle	Same Day
Deland	Omary	Same Day
DeLand	Vasanji	Same Day
Deltona	Rivera-Bobe	Same Day
Deltona	Rodriguez	Same Day
Deltona	Macalua	Same Day
Deltona	Mancini	Same Day
Pediatrics	Rojas-Sanchez	Same Day
Pediatrics	Desouza	Same Day
Pierson	Kessack	Same Day

UDS Measures

Clinical Measure	Family Health
TOBACCO ASSESSMENT & INTERVENTION	95.00%
ADULT WEIGHT ASSESSMENT	64.00%
CERVICAL CANCER SCREENING	60.00%
DIABETES : HbA1c POOR CONTROL	56.00%
HYPERTENSION : IMPROVEMENT IN BP	66.00%

UDS Measurements



Staffing Metrics

	Aug-17	Sep-17
Active Employees at the Beginning of the Month	79	77
New Hires	0	3
Turnover: Clinical Employees-MA's	-2	-1
Ending Monthly Total	77	79

**COMMUNITY LIFE CENTER OUTREACH SERVICES
(ACCESS TO CARE PROGRAM)
2017-2018 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2017, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and COMMUNITY LIFE CENTER OUTREACH SERVICES, 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 offer unexpected kindness by providing a hand up to neighbors in need through problem identification, employment assistance, knowledgeable workshops and referral to partnering agencies. Grantee's "Access to Care" Program will provide Grantee's impoverished and homeless clients with a caseworker in order to identify possible medical needs and to provide immediate referrals to appropriate health care providers. Grantee's Clinical Supervisor, who is certified by the Florida Certification Board, shall provide oversight of all such referrals. The Program will collaborate with other agencies funded by the Authority, such as Northeast Florida Health Services, Inc., Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., The Neighborhood Center of West Volusia, Inc., Rising Against All Odds, Inc., Volusia County Health Department, Hispanic Health Initiatives, Inc., and other health care providers in the community.

Inasmuch as Grantee desires to provide access to medical services to impoverished and homeless clients 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, 2017 through the 30th day of September, 2018.

2. **Program.** As specified in Grantee's Application for Funding dated April 6, 2017, as corrected. 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 \$25,000.00 (Twenty-Five 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 one-fourth of the Funding Limit per quarter of the Funding Period, 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"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee may (before the next regularly scheduled Board meeting materials deadline) submit a written explanation to the Board and request a waiver of this quarterly disbursement limitation. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for referrals of Program clients to medical and psychiatric services provided by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$25.00 for each one-half hour (30 minutes) of direct client case management activity including meeting with the client to assess medical need, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. The parties agree to review these rates in the event legislation or regulations are adopted which materially affect the Medicare Physician Fee Schedule. 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 and drug costs for providing medical 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. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based upon published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays 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 150% 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 care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Participants to apply for a WVHA Health Card or any other federal or state health care program that 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 identity and 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 May 18, 2017. 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 of medical 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 Life Center Outreach Services, Inc.
Attn: Executive Director
1045 E. Normandy Blvd.
Deltona, FL 32725

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 Chairman
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Kathie D. Shepard, Its Secretary

**COMMUNITY LIFE CENTER OUTREACH
SERVICES, INC.**

By: Norman Walter

Norma Walter

Its: Executive Director/Chief Executive Officer

Date: 10/9/2017

ATTEST

By: 

Justas Andrius, Its Board Secretary/President (circle one)

DELTONA FIRE FIGHTERS FOUNDATION, INC. (Fenix Program)
2017-2018 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2017, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and DELTONA FIRE FIGHTERS FOUNDATION, 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 Volusia County, Florida, which is establishing the Fenix Program to provide direct access to healthcare and facilitation/navigation to care through community firefighter paramedics for the indigent and vulnerable citizens of Deltona and all of West Volusia. Grantee will initially focus delivery of services to Deltona area residences but will endeavor to expand to other areas of the Tax District depending on the availability of off-duty firefighter paramedics and resources as they become available and resources become available. The goal of the Fenix Program will embrace a comprehensive patient centered approach to paving a pathway for healthcare to come home by way of technology while focusing on doing more for the patient instead of to the patient. The Program will collaborate with other agencies funded by the Authority, such as Northeast Florida Health Services, Inc., Rising Against All Odds, Inc., Florida Department of Health, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Hispanic Health Initiatives, Inc. and The Neighborhood Center of West Volusia, Inc.

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, 2017 through the 30th day of September, 2018.

2. **Program.** As specified in Grantee's Application for Funding dated April 5, 2017, as corrected. 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 \$75,000.00 (Seventy-Five 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 one-fourth of the Funding Limit per quarter of the Funding Period, 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"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee may (before the next regularly scheduled Board meeting materials deadline) submit a written explanation to the Board and request a waiver of this quarterly disbursement limitation. 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 health care and access to healthcare services provided to Program Participants (as defined in Paragraph 6) by an individual certified by the State of Florida as an EMT or Paramedic (who has been given clearance to practice by the Volusia County EMS Medical Director or an alternative Fenix Program Medical Director who is acceptable to the Authority, has a minimum of two years of EMT or Paramedic experience, has a minimum of an AS or AA degree and has completed the Fenix Training Program) at the

following rate: (i) a fee of \$17.39 per quarter hour for mobile integrated healthcare with firefighter community paramedics services. These services, as specifically described in the Application for Funding, pages 4-5, include wellness checks, medication reconciliation, management and tracking on chronic illness, influenza and pneumococcal vaccine delivery, Telehealth MEDiC unit, referral to contracted WVHA Health Card Program eligibility/enrollment agencies, referral to other WVHA contracted PCP and other providers to facilitate the most effective and efficient access to health care services. 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. As set forth in the Application for Funding, pages 3-4 as well as attached Physio Control Invoice dated 3/29/2017, Grantee and the Authority acknowledge that during the first year Allowable Costs shall include the purchase of necessary LifePAK 15 V4 and related equipment which shall become the property of the Authority if Grantee dissolves or the Fenix Program discontinues service to eligible Program Participants. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonable should know through research of published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays 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 May 18, 2017 ("Screening Requirements"); provided however, Grantee shall only be required to examine and collect a copy of a government issued picture idea to confirm residence in order to obtain reimbursement for up to 1.5 hours of Active Outreach services to a Program Participant. 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:

Deltona Fire Fighters Foundation, Inc.

Attn: Executive Director
915 Doyle Road 303, Suite 123
Deltona, FL 32725

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.

(The remainder of this page is intentionally left blank)

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

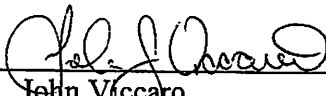
WEST VOLUSIA HOSPITAL AUTHORITY

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

DELTONA FIRE FIGHTERS FOUNDATION, INC.

By:  _____
John Viccaro
Its: Executive Director

Date: 10-6-17

ATTEST

By:  10-6-17
John Fleeman Its Board Secretary

Eileen Long

From: Dawn Nelson <dawn@lotus8marketing.com>
Sent: Tuesday, September 19, 2017 4:53 PM
To: Eileen Long
Subject: FW: Sources for Social Media Materials

From: Dawn Nelson
Sent: Friday, August 4, 2017 10:21 AM
To: 'ELong@drtcpa.com' <ELong@drtcpa.com>
Subject: Sources for Social Media Materials

Good Morning Eileen,

Would it be possible to get the below sources approved for social media articles and content?

<http://www.floridahealth.gov/programs-and-services/prevention/>

<http://www.myflfamilies.com/>

<http://www.freshfromflorida.com/Divisions-Offices/Food-Nutrition-and-Wellness/Living-Healthy-in-Florida/Healthy-Eating>

All the best,
Dawn Nelson
www.Lotus8marketing.com
386-747-1303

WEST VOLUSIA HOSPITAL AUTHORITY
Investment Policy Statement
October 19, 2017

- I. **Purpose:** To provide a policy for the prudent investment of fixed income funds to generate a competitive return.

A. **Investment Guidelines and Policy:** The Commissioners of the West Volusia Hospital Authority, Volusia County Florida (the Authority) sets forth the following investment objectives and parameters for the management of its surplus funds. These policies are designed to ensure the prudent management of the Authority's funds, the availability of funds when needed, and an investment return with comparable funds and financial market indices. This investment policy applies to all surplus cash and investments controlled by the West Volusia Hospital Authority, Volusia County Florida.

B. Investment Objectives

1. ***Safety of Capital*** - the foremost objective is the safety of the principal.
2. ***Liquidity of Capital*** - portfolios are to be designed to provide anticipated cash flow and sufficient liquidity for efficient operations.
3. ***Return on Investments*** - portfolios shall have the objective of attaining fair market returns based on acceptable conservative investment risk.

C. Performance Measurement

1. Benchmarks will be used by the Commission to measure investment returns against other investors with similar conservative investment risk.
2. Performance returns shall be calculated consistent with the Association for Investment Management and Research (AIMR) standards or other nationally recognized methods.

D. Prudence and Ethical Standards

1. ***“Prudent Person Rule”*** – Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.” This rule shall be applied in the context of managing the overall investment portfolio.
2. Any person, or firm, hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert.”

E. Listing of Authorized Investments

1. Direct obligations of the U.S. Government
2. Obligations guaranteed by the U.S. Government as to principal and interest.
3. Time deposits and demand deposit accounts in banks and savings and loan associations that are qualified public depositories as defined in s.280.02 Florida Statutes.
4. Mutual Funds, open end or closed end, which invest in repurchase agreements fully collateralized by such U.S. Government obligations.
5. Repurchase agreements done through a commercial bank or government securities dealer, the underlying collateral of which shall be any U.S. Government security in which the market value is equal to at least 102% of the agreement.

F. Maturity and Liquidity Requirements

1. Average maturity of the investment portfolio should generally not exceed one year but may exceed one year when the risk reward perspective looks attractive within the investment objectives; provided however, the investment portfolio must be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due.
2. The longest maturity of any individual security should not exceed five years.

G. Portfolio Composition

The following are guidelines which represents the maximum percentage of authorized investment holdings in each category.

1. U.S. Treasury Bills/Notes/Bonds	100%
2. Other U.S. Government Agencies	100%
3. Repurchase Agreements	50%
4. Certificates of Deposit	20%

H. Risk and Diversification

Assets shall be diversified to control risk of loss resulting from over concentration.

I. Authorized Investment Institutions and Dealers

1. ***Banks*** – Certificates of deposit will be purchased from Qualified Public Depositories of the State of Florida (QPD) and/or reinvested by the QPD in compliance with Fl. Statute 218.415(23).
2. ***Broker/Dealer Approvals*** - primary dealers, banks, regional investment advisory firms and other recognizable brokerage firms in the general securities business.

J. Third-Party Custodial Agreements

1. Securities shall be held in the name of the Authority
2. Securities transactions involving purchase or sale of securities by transfer of monies or securities must be made on a “delivery v. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.
3. Securities shall be held in safekeeping by a third party custodial bank or other custodial institution, chartered by the U.S. Government or the State of Florida.
4. Custodian will provide at least quarterly detailed reports.

K. Master Repurchase Agreement - All approved institutions and dealers transacting repurchase agreements shall execute and perform as stated in the Master Repurchase Agreement which is a document widely used by the government and the broker/dealer community.

L. Bid Requirement – Competitive bids for investment counsel and/or investment returns while not required, should be obtained when deemed appropriate by the Commissioners.

**West Volusia Hospital Authority
Investment Policy Statement
October 19, 2017
Page 5 of 5**

- M. Internal Controls** – Proper controls should be established and maintained for investments and shall be reviewed by independent auditors as a part of any financial audit periodically required of the Authority. All transfer or payment of funds from bank of original receipt (operating bank account) shall require signatures of two commissioners. All funds held in investment accounts shall be transferred only to Authority's bank operating account.
- N. Continuing Education** – A Commissioner, if someone is so appointed, or designated investment oversight administrator, shall attend one day of study annually related to investments.
- O. Reporting** – Annually or more often as needed a detailed portfolio report shall be presented by a representative of the investment counsel used for the period being reported.
- P. Written Investment Policies** – the Board will review, update and/or ratify this investment policy on an annual basis at the last regularly scheduled meeting of each calendar year.
- Q. Investment Authority** – the Board may employ an investment manager (counsel), such manager must be registered under the Investment Advisors Act of 1940. The manager will be reviewed and ratified for retaining on an annual basis at the last regularly scheduled meeting of each calendar year.

WEST VOLUSIA HOSPITAL AUTHORITY
DeLand City Hall-Commission Chambers
120 S. Florida Avenue, DeLand, FL

TENTATIVELY SCHEDULED MEETINGS - 2018

Citizens Advisory Committee Meetings

Tuesdays at 5:15pm

Joint Meetings

Board of Commissioners Meetings

Thursdays at 5:00pm

February 6 - CAC Organizational/Orientation
***Judy Craig**

January 18 - Organizational/Regular

**February 15 (FLA
HOSP/HSCFV/Community Life Center)
(POMCO to Attend)**

March 6 – Applicant Workshop *Andy Ferrari

March 15 (TNC/Good Sam/FDOH)

**April 19 – 5 p.m. Joint meeting of WVHA Board and CAC – Preliminary Funding
application review**

May 8 - Discussion/Q&A Meeting *Barb Girtman

May 22 - Scoring Meeting *Dolores Guzman

**May 17 (FLA HOSP-SMA/RAAO/Deltona
Fire Fighters)**

**June 21 – 4 p.m. Primary Care Application Workshop (duration 1 ½ hours)
June 21 – 5:30 p.m. Joint meeting of WVHA Board and CAC–Funding Recommendations**

July (CAC Hiatus)

**July19 (4:00 p.m.) Budget
Workshop Followed by Regular
(THND/Healthy Comm)
(POMCO to Attend)**

August (CAC Hiatus)

August 16 (FLA HOSP/HHI/CLSMF)

**September 4 – New Services Mandatory
Applicant Workshop *Kathie Shepard**

**September 13 – Initial Budget
Hearing/Regular Meeting**

September 27 - Final Budget Hearing

October (CAC Hiatus)

October 18

November 6 – New Services Applicant Review
***Judy Craig**

November 15 (FLA HOSP)

***WVHA Commissioner to attend CAC Meeting**

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

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

Eileen Long

From: Hinds, Nigel <nigel.hinds@ahss.org>
Sent: Thursday, October 05, 2017 5:29 PM
To: Ted Small (tsmall@businessemploymentlawyer.com)
Cc: Ostarly, Eric; Eileen Long
Subject: FW: VOYA retirement account documents - FH Deland and FH Fish
Attachments: Fish Voya Scan 2.pdf; Voya DeLand Scan 1.pdf; 165612_AuthSigner_TEM.PDF

Importance: High

Ted,

Eileen forwarded the attached Voya documents to me a week or two ago. I forwarded this information to our Corporate HR department and they sent me the email response below. Please review and let us know your thoughts. Thank you.

Nigel

From: Bennett, Steven
Sent: Thursday, October 5, 2017 5:12 PM
To: Hinds, Nigel <nigel.hinds@ahss.org>
Cc: Subject: VOYA retirement account documents - FH Deland and FH Fish
Importance: High

Hello Nigel,

Rena Freeman asked me to research the plans related to the attached VOYA documents you received from Michelle Sweet on September 22, 2017.

Here is what I found:

- These are non-qualified retirement plans that were established by the West Volusia Hospital Authority in 1995.
- Plan custodian – VOYA
- Plan servicing TPA – none on file since 2000
- Plan agent/representative listed as Vaughn Poppell, Tallahassee, FL (850) 668-3885
- Plan numbers and balances
 - # VK1476 (West Volusia Memorial Hospital)

- 19 current participants
 - Plan balance = \$869,960.75
- # VK8431 (Fish Memorial Hospital)
 - 4 current participants
 - Plan balance = \$86,441.87
- # VK1405 (Fish Memorial Hospital)
 - 1 current participant
 - Plan balance = \$98.84
- The West Volusia Hospital Authority is responsible for these plans (not AHS)
- Plan contact at the WVHA should be their attorney (according to their website, it appears to be Theodore Small, P.A. (386) 740-0788)
- If needed, Stefanie Audet in the Solutions Center is still listed as an authorized signer for plan VK1476 (from her former role at FH Deland). The other two plans do not have a current employee listed as a signer. I have attached to this e-mail the VOYA form for adding authorized signers. It would need to be faxed to VOYA at 800-643-8143.

My recommendation would be for a representative of the West Volusia Hospital Authority to contact VOYA plan management as soon as possible at (888) 410-9482, as well as Mr. Poppell and Mr. Small. If there has been no administrator for this plan since 2000, it is possible that there are participants who have been due to receive benefits under these plans, but may be unaware of the plan's existence.

If further assistance is needed on my part, please feel free to contact me.

Best Regards,
Steve

Steven K. Bennett, ChFC®, REBC®, RHU®

Retirement Benefits Analyst

Human Resources | Adventist Health System

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

September 1, 2017

Voya
Attn: GMIR Consent
PO Box 990064
Hartford, CT 06199-0064



VK1476
WEST VOLUSIA MEMORIAL HOSPITAL
PO BOX 940
DELAND, FL 32721-0940

**IMPORTANT INFORMATION AFFECTING YOUR VOYA RETIREMENT
INSURANCE AND ANNUITY COMPANY ("VOYA") GROUP CONTRACT**

REQUIRED ACTION STEPS:

Your response is required on or before October 3, 2017

Please review the important documents with this letter such as the Endorsement, fund fact sheet, and sample participant notification. Once reviewed, you may log in to www.VoyaSign.com using the enclosed unique ID and password to provide your consent.

We value our relationship with you as our client and are committed to helping your employees be ready for retirement. We have long maintained a clear mission to make a secure financial future possible, one person, one family, one institution at a time.

A cornerstone of any retirement plan's investment options is providing stability of principal investment options such as the fixed account(s) ("existing fixed account(s)") and Guaranteed Accumulation Account ("GAA"), which are currently available under your plan. Some of these investment options offer an above-market guaranteed minimum interest rate ("GMIR") greater than 1%*.

Proposed Change of Contract

Upon review of our current interest rate exposure, the persistent low interest rate environment, and expected future interest rates, we are proposing an endorsement to your contract(s). The Endorsement honors the current above-market rate for balances in your participants' existing fixed account(s) and/or a guaranteed term of the Guaranteed Accumulation Account ("GAA")

PLAN | INVEST | PROTECT

VOYA
FINANCIAL

while future deposits and transfers to either the existing fixed account(s) or GAA will be directed to Voya Fixed Plus Account II A ("new fixed account(s)").

By acknowledging and consenting to the Endorsement, the existing fixed account(s) and GAA in your plan will be closed to any future deposits or transfers after 4 PM ET on the implementation date, December 15, 2017. After that date, unless we receive alternative allocation instructions from you, future deposits and transfers that are designated to be invested in the existing fixed account and/or GAA option(s) will be directed instead to the new fixed account(s) with a current rate of 1.50%. Future crediting rates applicable to the new fixed account(s) may be higher or lower, but are guaranteed not to drop below the new GMIR of 1.00%.

We believe this provides the optimal outcome for participants so they can continue to benefit from current above-market GMIRs and crediting rates on their current balances in the existing fixed account(s) and/or GAA without disrupting new deposits. If we do not receive your consent to the Endorsement, Voya reserves the right to no longer accept new deposits as may be permitted under the contract. Our goal in providing this solution is to have no disruption in your continued plan operations.

How we're preserving participants' current balances with above-market GMIRs and protecting them from inadvertent transfers:

- To maintain balances in the existing fixed account(s), if participants have elected **scheduled rebalancing**, the service will be removed with the introduction of the new fixed account(s). If they want to re-establish scheduled rebalancing, they can do so at voya retirementplans.com, after the implementation date.
- **The Morningstar® Retirement ManagerSM service**** For plans and participants who take advantage of this service, amounts in their existing fixed account(s) will not be included in any rebalancing services so that they can continue to benefit from the existing GMIR, and the service will allocate future deposits to the new fixed account(s). Further details for amounts in the existing fixed account(s) will be described on the transaction webpage.

Additional information

Plan distributions including loans and withdrawals will be deducted from all investment options but requests for withdrawal of fixed account(s) assets may be deducted first from the existing fixed account(s) until no amounts remain, and then from the new fixed account. Loan repayments that are designated to be invested in a fixed account option will be directed to the new fixed account(s).

Your participating employees will be notified of this change at least 30 days prior to the implementation date.

Thank you for the opportunity to continue to provide retirement solutions for your employees. If you have questions, please contact your Voya relationship manager. Thank you for your business.

Sincerely,

Voya Retirement Insurance and Annuity Company

* Certain fixed accounts subject to a 1% GMIR, which were introduced in 2016, may be considered "existing fixed account(s)", and therefore affected by this proposed change of contract. Guarantees are based on the claims-paying ability of Voya Retirement Insurance and Annuity Company.

** Morningstar® Retirement ManagerSM is offered by Morningstar, Inc. and is intended for citizens or legal residents of the United States or its territories. The investment advice delivered through Morningstar Retirement Manager is provided by Morningstar Investment Management LLC, a registered investment adviser and subsidiary of Morningstar, Inc. The Morningstar name and logo are registered marks of Morningstar, Inc. Morningstar Investment Managements' advisory service relates solely to the investment options offered under the plan. Retirement plan funding products offered through Voya Financial Partners, LLC (member SIPC) or other broker dealers with which it has selling agreements. Voya Financial provides Morningstar Investment Management with the plan's investment options and information about participants but the decisions regarding the advice provided are made by Morningstar Investment Management. Voya and its companies are not affiliated with Morningstar Investment Management, LLC or its affiliates, and receive no fee or other direct financial benefits from Morningstar Investment Management in connection with the use of its services. The Morningstar name and logo are registered marks of Morningstar, Inc.

Not FDIC/NCUA/NCUSIF Insured | Not a Deposit of a Bank/Credit Union | May Lose Value | Not Bank/Credit Union Guaranteed | Not Insured by Any Federal Government Agency

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies.

Securities distributed by Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has a selling agreement. All products or services may not be available in all states.

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Voya Retirement Insurance and Annuity Company

ENDORSEMENT

The Contract, which includes any riders, endorsements, and other attachments to the Contract, is hereby endorsed as of the Effective Date of this Endorsement. To the extent there is a conflict between the provisions of this Endorsement and the Contract, the provisions of this Endorsement shall control. Any capitalized terms not defined in this Endorsement but defined in the Contract shall have the meaning given to them in the Contract. Where used in this Endorsement, the term Contract shall mean a Contract and a Certificate, as applicable.

1. Definitions

Any reference to "Contributions" in this Endorsement includes references to "Net Contributions", "deposits", "Net Deposits", or "Purchase Payments" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Contract Holder" in this Endorsement includes references to "Owner" for those contracts and certificates being endorsed that use such terminology.

To the extent the Contract being endorsed refers to "General Account" rather than "Fixed Account", any reference to "Fixed Account" in this Endorsement means "General Account" as well.

Any reference to "In Good Order" in this Endorsement means an authorized Participant, Plan sponsor or Contract Holder instruction to us that utilizes such medium as we may require and when it is given with such clarity and completeness that we are not required to exercise any discretion in carrying it out.

Any reference to "Individual Account" in this Endorsement includes references to "Plan Account" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Individual Account value" in this Endorsement includes references to "Current Value", "Adjusted Current Value", and "Individual Account Reserve" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Investment Options" in this Endorsement means the Funds and Fixed Interest Options available under the Contract. Any reference to "partial and/or full Withdrawals" in this Endorsement includes references to "Surrender" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Withdrawal Charge" in this Endorsement includes references to "Withdrawal Fee" or "Surrender Fee" for those contracts and certificates being endorsed that use such terminology.

2. Addition of a Fixed Account

An additional fixed account, hereinafter referred to as "Fixed Plus Account A", is added to the Contract. Fixed Plus Account A is a Fixed Interest Option and also an Investment Option available under the Contract with a guaranteed minimum interest rate of 1%. Fixed Plus Account A is an obligation of our General Account.

On any Contributions made to Fixed Plus Account A, the Company will add interest daily at an annual rate that is no less than the guaranteed minimum interest rate applicable to Fixed Plus Account A.

The interest rate to be credited to the amounts allocated to Fixed Plus Account A may be changed at any time, except that any interest rate to be credited following a rate change initiated solely by the Company will be guaranteed to remain in effect until the last day of the three month period measured from the first day of the month such change was made.

3. Contributions

The following is added to the Contributions provision of the Contract:

The Fixed Account and/or Fixed Plus Account, (as applicable), are no longer available Investment Options under the Contract, nor available Fixed Interest Options under the Contract.

The Fixed Account and/or Fixed Plus Account, (as applicable), are closed to any type of allocations or Contributions, regardless of whether recurring, non-recurring, transfers, rollovers, exchanges, reallocations, or otherwise, or referred to as investments or re-investments, and therefore such allocations or Contributions will be automatically re-directed to the Fixed Plus Account A.

Allocations or Contributions to the Fixed Plus Account A are permitted to the same extent allocations or Contributions to the Fixed Account and/or Fixed Plus Account (as applicable) were permitted prior to the Effective Date of this Endorsement. Any reference to allocations or Contributions to the Fixed Account and/or Fixed Plus Account shall mean allocations or Contributions to the Fixed Plus Account A.

4. Individual Account Value

The Fixed Plus Account A, including any interest added thereon, is also included in the calculation of the Individual Account value.

5. Transfers

Transfers are no longer permitted to the Fixed Account and/or Fixed Plus Account (as applicable).

Transfers from the Fixed Plus Account A to other Investment Options are permitted except to the Fixed Account and/or the Fixed Plus Account (as applicable). Such Transfers are subject to a limit referred to as the "Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit." The Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit is determined as follows:

Twenty percent of the amount in the Fixed Plus Account A may be transferred in each of four consecutive 12 months and the balance transferred in the fifth year subject to the following conditions:

- (a) During the five-year period, no additional amounts are allocated to or transferred from the Fixed Plus Account A;
- (b) We will include any amount transferred, taken as a loan (if allowed under the Contract) or used to purchase Annuity payments during the prior 12-month period when calculating the amount which equals 20%; and
- (c) We reserve the right to include amounts paid under a systematic distribution option when calculating the amount which equals 20%.

The amount available for Transfer from the Fixed Plus Account A is based on the Individual Account value in the Fixed Plus Account A on the Business Day we receive the Transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments during the 12 months prior to the Transfer request. In addition, we reserve the right to reduce the amount available for Transfer by amounts withdrawn under a systematic distribution option and the right to establish a minimum transfer amount.

The Contract Holder or a Participant, as applicable, may request a Transfer by properly completing a Transfer request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

Unless we agree otherwise, any request for transfers from general account assets will be transferred first from the Fixed Account (if applicable) until depleted, then from the Fixed Plus Account (if applicable) until depleted, and last from the Fixed Plus Account A.

6. Withdrawals

Partial Withdrawals from the Fixed Plus Account A

Except as provided below, partial Withdrawals from the Fixed Plus Account A are permitted, subject to the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit. The Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit is determined as follows:

During each rolling 12-month period, 20% of the amount available for Withdrawal may be withdrawn by a Participant from the Fixed Plus Account A.

The amount available for Withdrawal is based on the Individual Account value in the Fixed Plus Account A on the Business Day we receive the Withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments during the 12 months prior to the request. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option.

The Contract Holder or a Participant, as applicable, may request a partial Withdrawal by properly completing a partial Withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

When a partial Withdrawal is requested by a Participant, the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit does not apply when the Withdrawal is:

- (a) Due to a Participant's death before Annuity payments begin and is paid within six months of the date of the Participant's death (this exception applies to only one partial Withdrawal);
- (b) Used to purchase Annuity payments on a life-contingent basis or payments for a stated period on a fixed-only basis;
- (c) Due to other conditions as we may allow without discrimination, including:
 - (1) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (i) Separation from service is documented in a form acceptable to us;
 - (ii) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and
 - (iii) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
 - (2) As defined in the Internal Revenue Code ("Code"), due to a Participant's:
 - (A) Financial hardship for 403(b) and 401(k) Plans;
 - (B) Unforeseeable emergency for 457 Plans;
 - (C) In-service distribution permitted by the plan for 401(a) Plans in the government market, and for 457(b) plans; or
 - (D) Disability for 403(b), 457, 401(a) and 401(k) Plans and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to the Participant; and
 - (iii) The amount paid for all Withdrawals due to the reasons identified in this item (c)(2) during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (d) For 401, 403(b) and 457(b) Plans, as a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.

In addition, the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit does not apply when the amount in the Fixed Plus Account A is less than or equal to \$2,000.

Full Withdrawal of the Total Amount in the Fixed Plus Account A

The Contract Holder or a Participant, as applicable, may make a full Withdrawal from the Fixed Plus Account A as follows:

- (a) The Contract Holder may withdraw the sum of the value of all Individual Accounts under the Contract provided the Contract Holder controls the Contract; and
- (b) A Participant or the Contract Holder, as applicable, may withdraw the entire value of the Individual Account(s) established for that Participant under the terms of this provision.

Once we receive a full Withdrawal request in Good Order at our Home Office, no additional Transfers, partial Withdrawals, or loans (if allowed under the Contract) are allowed.

For a full Withdrawal paid to a Contract Holder or to a Participant, we will pay the applicable amount, with interest in accordance with the terms of the Contract, as follows:

- (1) One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account A as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract) or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option; then
- (2) One-fourth of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (3) One-third of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (4) One-half of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (5) The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account A, 12 months later.

Payment of the applicable amount from the Fixed Plus Account A as described above does not apply when the Withdrawal is made due to any of the following:

- (a) When the amount in the Fixed Plus Account A is \$2,000 or less (or, if applicable, as otherwise allowed by the Plan for a lump-sum cash-out without Participant consent) and during the previous 12 months no amounts have been withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments;
- (b) Due to a Participant's death before Annuity payments begin and paid within six months of the date of the Participant's death;
- (c) Due to individual account termination;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period on a fixed-only basis;
- (e) Due to a Participant's separation from service (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (1) Separation from service is documented in a form acceptable to us;
 - (2) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and

- (3) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (f) As defined in the Internal Revenue Code ("Code"), due to a Participant's:
 - (A) Financial hardship for 403(b) and 401(k) Plans;
 - (B) Unforeseeable emergency for 457 Plans;
 - (C) In-service distribution permitted by the plan for 401(a) Plans in the government market, and for 457(b) plans; or
 - (D) Disability for 403(b), 457, 401(a) and 401(k) Plans and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to the Participant; and
 - (iii) The amount paid for all Withdrawals due to the reasons identified in this item (f) during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (g) For 401, 403(b) and 457(b) Plans, as a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.

No Withdrawal Charge applies to amounts withdrawn from the Fixed Plus Account A.

The Contract Holder or Participant, as applicable, may cancel a full Withdrawal request from the Fixed Plus Account A at any time.

Unless we agree otherwise, any request for partial or full withdrawals from general account assets will be deducted first from the Fixed Account (if applicable) until depleted, then from the Fixed Plus Account (if applicable) until depleted, and last from the Fixed Plus Account A.

7. Guaranteed Accumulation Account ("GAA")

For those contracts that do not expressly permit the Company to change or discontinue the GAA, if applicable, upon advance written notice, the following provisions are added to the Contract:

The Company may stop accepting allocations or Contributions, or allowing amounts to be reinstated to the Terms of the GAA, at any time upon 30 days' written notice to the Contract Holder. The discontinuance of the Terms of the GAA for new allocations shall apply to both new and in force Participants, unless the notice specifies otherwise. Unless we receive alternative allocation instructions, amounts directed to, or to be reinvested in, the Terms of the GAA after the date on which allocations are no longer accepted will be automatically allocated among the other available Investment Options according to the most recent allocation instructions we have on file. If the most recent allocation instructions we have on file do not include any other available Investment Options, we must be provided with alternative allocation instructions.

8. Guaranteed Interest Rates - GAA

Reference to a Guaranteed Accumulation Account Minimum Guaranteed Interest Rate in the schedule pages of the Contract, if any, is deleted, and the GAA Minimum Guaranteed Interest Rate provision of the Contract, if applicable, is hereby deleted, and replaced with the following:

All Contributions allocated to a GAA guaranteed term earn a rate of interest which we determine and which is guaranteed when the Contribution remains in the guaranteed term until the Maturity Date. On and after the Effective Date of this Endorsement, the rate credited will never be less than 0%. For guaranteed terms of one year or less, one guaranteed rate is credited for the full guaranteed term. For longer guaranteed terms, we may credit an initial guaranteed interest rate from the date of deposit to the end of a specified period within the guaranteed term. We may credit different interest rates for subsequent specified periods throughout the guaranteed term.

9. Restrictions and Limits

The Company has the right to impose new or different restrictions and limits applicable to Transfers, partial Withdrawals or full Withdrawals, including (i) administering differences among the Fixed Account and/or Fixed Plus Account (as applicable), and Fixed Plus Account A, (ii) waiving any such restrictions or limits altogether, or (iii) prohibiting transfers to the Fixed Plus Account A.

10. Reinstatement

To the extent reinstatement is permitted under the terms of the Contract, amounts that would have been reinstated to the Fixed Account and/or Fixed Plus Account (as applicable) prior to the Effective Date of this Endorsement may instead be reinstated to the Fixed Plus Account A.

Any amount that would have been reinstated to the GAA prior to the Effective Date of this Endorsement may be reinstated pursuant to the terms of the Contract, unless otherwise prohibited in accordance with the restrictions and limitations specified under paragraph 7 above.

Reinstatement is permitted only once. If any amounts have been reinstated prior to the Effective Date of this Endorsement, no further amounts may be reinstated.

11. Nonwaiver

Failure by the Company to exercise a right or reservation specified in the Contract or this endorsement, as applicable, shall not constitute a waiver of such right or such reservation at any subsequent time.

12. Participant Independent Judgment

The Contract Holder or its agent(s) agrees that Participants will exercise their own independently determined judgments, without influence or direction by the Contract Holder, or such agent(s), in regard to their actions under the Plan. Upon request by the Company, the Contract Holder or its agent(s) will furnish us with copies of communications to Participants concerning the Plan. We reserve the right to treat any action under this Contract as non-Participant directed, if it appears from the circumstances that the Participants' actions were influenced by the Contract Holder or its agent(s).

Effective Date

The effective date of this endorsement shall be the later of (1) the date this endorsement is accepted by a Contract Holder with an existing contract, or (2) the effective date of a newly issued Contract that contains this endorsement.

You may call the following toll-free number with inquiries, to obtain information regarding coverage, or receive assistance in resolving complaints: 1. 888.410.9482.



President
Voya Retirement Insurance and Annuity Company

SAMPLE LETTER TO YOUR PARTICIPATING EMPLOYEES

**IMPORTANT INFORMATION AFFECTING
YOUR RETIREMENT PLAN INVESTMENT OPTIONS**

Voya Fixed Plus Account II A ("new fixed account(s)") will be added to your retirement plan(s) listed below.

WEST VOLUSIA MEMORIAL HOSPITAL, VK1476

The new fixed account(s) is currently crediting at an interest rate of 1.50%. The new fixed account(s) crediting rate may be higher or lower over time but is guaranteed not to drop below the new guaranteed minimum interest rate ("GMIR") of 1.00%*. The new fixed account(s) fund fact sheet(s) is enclosed.

Any balances you have in an existing fixed account and/or a guaranteed term of the Guaranteed Accumulation Account ("GAA") will be preserved and continue to have their current GMIR greater than 1%*. These investment options will not be available for any future deposits or transfers after 4 PM ET on the implementation date, December 15, 2017. After that date, unless Voya receives alternative instructions from you, future deposits and transfers that are designated to be invested in the existing fixed account and/or GAA option(s) will be directed instead to Voya Fixed Plus Account II A ("new fixed account(s)") at our competitive current crediting rates.

Things to Consider

Scheduled Rebalancing: To maintain balances in the existing fixed account(s), if you have elected scheduled rebalancing, the service will be removed with the introduction of the new fixed account(s). If you want to re-establish scheduled rebalancing, you can do so at voyaretirementplans.com, after the implementation date.

Transactions and Distributions: If you request a payment from your plan(s) (e.g., loan or withdrawal), it will be taken from all investment options but requests for withdrawal of fixed account assets may be deducted first from the existing fixed account(s) until no amounts remain, and then from the new fixed account(s). Loan repayments that are designated to be invested in the existing fixed account option(s) will be directed instead to the new fixed account(s).

Morningstar® Retirement ManagerSM: If your plan offers, and you take advantage of this service, amounts in your existing fixed account(s) will not be included in any rebalancing services so that you can continue to benefit from the existing GMIR, and the service will allocate future deposits designated to be invested in the existing fixed account option(s) to the new fixed account(s) instead. Further details for amounts in the existing fixed account(s) will be described on the transaction webpage.

Questions? Please contact a Customer Service Associate at (800) 584-6001 Monday – Friday, from 8:00 a.m. to 9:00 p.m. EST (except on stock market holidays) or visit voyaretirementplans.com.

Registered Representatives of and securities offered through Voya Financial Advisors, Inc. (member SIPC).

* Certain fixed accounts subject to a 1% GMIR, which were introduced in 2016, may be considered "existing fixed account(s)". Guarantees are based on the claims-paying ability of Voya Retirement Insurance and Annuity Company.

****Morningstar® Retirement ManagerSM** is offered by Morningstar, Inc. and is intended for citizens or legal residents of the United States or its territories. The investment advice delivered through Morningstar Retirement Manager is provided by Morningstar Investment Management LLC, a registered investment adviser and subsidiary of Morningstar, Inc. The Morningstar name and logo are registered marks of Morningstar, Inc. Morningstar Investment Managements' advisory service relates solely to the investment options offered under the plan. Retirement plan funding products offered through Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has selling agreements. Voya Financial provides Morningstar Investment Management with the plan's investment options and information about participants but the decisions regarding the advice provided are made by Morningstar Investment Management. Voya and its companies are not affiliated with Morningstar Investment Management, LLC or its affiliates, and receive no fee or other direct financial benefits from Morningstar Investment Management in connection with the use of its services. The Morningstar name and logo are registered marks of Morningstar, Inc.

Not FDIC/NCUA/NCUSIF Insured | Not a Deposit of a Bank/Credit Union | May Lose Value | Not Bank/Credit Union Guaranteed | Not Insured by Any Federal Government Agency

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies.

Securities distributed by Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has a selling agreement. All products or services may not be available in all states.

CN0525-34683-0618D

Voya Fixed Plus Account II A

The Voya Fixed Plus Account II A is available through an annuity contract issued by Voya Retirement Insurance and Annuity Company (VRIAC). The Voya Fixed Plus Account II A is an obligation of VRIAC's general account which supports all of the company's insurance and annuity commitments. The interest rate guarantees under the contract are subject to VRIAC's claims-paying ability.

For plans offering the Voya Fixed Plus Account II A, any previously available Voya fixed account investment options supported by VRIAC's general account are closed to new allocations or contributions.

Asset Class: Stability of Principal

Important Information

This information should be read in conjunction with your contract prospectus, contract prospectus summary or disclosure booklet. Please read them carefully before investing.

Voya Retirement Insurance and Annuity Company
One Orange Way, Windsor, CT 06095-4774
www.voyaretirementplans.com

Objective

Stability of principal is the primary objective of this investment option. The Voya Fixed Plus Account II A guarantees a minimum rate of interest and may credit interest that exceeds the guaranteed minimum rate. The current rate is subject to change at any time, but will never fall below the guaranteed minimum. Daily credited interest becomes part of the principal and the investment increases through compound interest. All amounts invested by your plan in the Voya Fixed Plus Account II A receive the same credited rate. This is known as a portfolio method of interest rate crediting.

Key Features

The Voya Fixed Plus Account II A is intended to be a long-term investment for participants seeking stability of principal. The assets supporting it are invested by VRIAC with this goal in mind. Therefore, VRIAC may impose limitations on the ability to move amounts into or out of this investment option. These limitations help VRIAC to provide stable credited interest rates, which historically have not varied significantly from month to month despite the general market's volatility in new money interest rates.

Transfers from the Voya Fixed Plus Account II A to other investment options within the contract and partial withdrawals from the Voya Fixed Plus Account II A are generally limited to 20 percent of your Voya Fixed Plus Account II A balance per year. Full withdrawals from the Voya Fixed Plus Account II A generally may be made for death, retirement, separation from service, hardship, and small account balances. Full withdrawals from the Voya Fixed Plus Account II A for other reasons are limited and generally must be made in five-installment payments over five years. Depending on the terms of your contract, other waivers to the withdrawal limitations may also apply. All withdrawals are subject to Internal Revenue Code restrictions.

Interest Rate Structure

The Voya Fixed Plus Account II A guarantees principal and a guaranteed minimum interest rate ("GMIR") for the life of the contract. VRIAC may credit interest at a current rate that may be higher than the GMIR, and the current rate may be changed at any time. Notwithstanding, any rate change initiated solely by VRIAC will be guaranteed to remain in effect until the last day of the three-month period measured from the first day of the month in which such change was made. The current rate for a plan's initial investment in the Voya Fixed Plus Account II A may be in effect for less than a full three-month period.

The GMIR and the current rate are expressed as annual effective yields. Taking the effect of compounding into account, the interest credited to your account daily yields the then current credited rate.

VRIAC's determination of credited interest rates reflects a number of factors, including mortality and expense risks, interest rate guarantees, the investment income earned on invested assets and the amortization of any capital gains and/or losses realized on the sale of invested assets. Under this option, VRIAC assumes the risk of investment gain or loss by guaranteeing the principal amount you allocate to this option and promising a minimum interest rate during the accumulation period and also throughout the annuity payout period, if applicable.

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies. Securities distributed by Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has a selling agreement. All products or services may not be available in all states.



Please login to voyasign.com.

Username: 45234424
Password: SZAAWYEP

Consent is needed by October 3, 2017 on behalf of the following plan(s).

- WEST VOLUSIA MEMORIAL HOSPITAL, VK1476, GLID-CDA-HO

CN1221-29890-0119D

PLAN | INVEST | PROTECT

VOYA
FINANCIAL

September 1, 2017

Voya
Attn: GMIR Consent
PO Box 990064
Hartford, CT 06199-0064



VK1405 VK8431
FISH MEMORIAL HOSPITAL
PO BOX 940
DELAND, FL 32721-0940

**IMPORTANT INFORMATION AFFECTING YOUR VOYA RETIREMENT
INSURANCE AND ANNUITY COMPANY ("VOYA") GROUP CONTRACT**

REQUIRED ACTION STEPS:

Your response is required on or before October 3, 2017

Please review the important documents with this letter such as the Endorsement, fund fact sheet, and sample participant notification. Once reviewed, you may log in to www.VoyaSign.com using the enclosed unique ID and password to provide your consent.

We value our relationship with you as our client and are committed to helping your employees be ready for retirement. We have long maintained a clear mission to make a secure financial future possible, one person, one family, one institution at a time.

A cornerstone of any retirement plan's investment options is providing stability of principal investment options such as the fixed account(s) ("existing fixed account(s)") and Guaranteed Accumulation Account ("GAA"), which are currently available under your plan. Some of these investment options offer an above-market guaranteed minimum interest rate ("GMIR") greater than 1%*.

Proposed Change of Contract

Upon review of our current interest rate exposure, the persistent low interest rate environment, and expected future interest rates, we are proposing an endorsement to your contract(s). The Endorsement honors the current above-market rate for balances in your participants' existing fixed account(s) and/or a guaranteed term of the Guaranteed Accumulation Account ("GAA")

while future deposits and transfers to either the existing fixed account(s) or GAA will be directed to Voya Fixed Plus Account II A ("new fixed account(s)").

By acknowledging and consenting to the Endorsement, the existing fixed account(s) and GAA in your plan will be closed to any future deposits or transfers after 4 PM ET on the implementation date, December 15, 2017. After that date, unless we receive alternative allocation instructions from you, future deposits and transfers that are designated to be invested in the existing fixed account and/or GAA option(s) will be directed instead to the new fixed account(s) with a current rate of 1.50%. Future crediting rates applicable to the new fixed account(s) may be higher or lower, but are guaranteed not to drop below the new GMIR of 1.00%.

We believe this provides the optimal outcome for participants so they can continue to benefit from current above-market GMIRs and crediting rates on their current balances in the existing fixed account(s) and/or GAA without disrupting new deposits. If we do not receive your consent to the Endorsement, Voya reserves the right to no longer accept new deposits as may be permitted under the contract. Our goal in providing this solution is to have no disruption in your continued plan operations.

How we're preserving participants' current balances with above-market GMIRs and protecting them from inadvertent transfers:

- To maintain balances in the existing fixed account(s), if participants have elected **scheduled rebalancing**, the service will be removed with the introduction of the new fixed account(s). If they want to re-establish scheduled rebalancing, they can do so at voyairementplans.com, after the implementation date.
- **The Morningstar® Retirement ManagerSM service^{**}** For plans and participants who take advantage of this service, amounts in their existing fixed account(s) will not be included in any rebalancing services so that they can continue to benefit from the existing GMIR, and the service will allocate future deposits to the new fixed account(s). Further details for amounts in the existing fixed account(s) will be described on the transaction webpage.

Additional information

Plan distributions including loans and withdrawals will be deducted from all investment options but requests for withdrawal of fixed account(s) assets may be deducted first from the existing fixed account(s) until no amounts remain, and then from the new fixed account. Loan repayments that are designated to be invested in a fixed account option will be directed to the new fixed account(s).

Your participating employees will be notified of this change at least 30 days prior to the implementation date.

Thank you for the opportunity to continue to provide retirement solutions for your employees. If you have questions, please contact your Voya relationship manager. Thank you for your business.

Sincerely,

Voya Retirement Insurance and Annuity Company

* Certain fixed accounts subject to a 1% GMIR, which were introduced in 2016, may be considered "existing fixed account(s)", and therefore affected by this proposed change of contract. Guarantees are based on the claims-paying ability of Voya Retirement Insurance and Annuity Company.

** Morningstar® Retirement ManagerSM is offered by Morningstar, Inc. and is intended for citizens or legal residents of the United States or its territories. The investment advice delivered through Morningstar Retirement Manager is provided by Morningstar Investment Management LLC, a registered investment adviser and subsidiary of Morningstar, Inc. The Morningstar name and logo are registered marks of Morningstar, Inc. Morningstar Investment Managements' advisory service relates solely to the investment options offered under the plan. Retirement plan funding products offered through Voya Financial Partners, LLC (member SIPC) or other broker dealers with which it has selling agreements. Voya Financial provides Morningstar Investment Management with the plan's investment options and information about participants but the decisions regarding the advice provided are made by Morningstar Investment Management. Voya and its companies are not affiliated with Morningstar Investment Management, LLC or its affiliates, and receive no fee or other direct financial benefits from Morningstar Investment Management in connection with the use of its services. The Morningstar name and logo are registered marks of Morningstar, Inc.

Not FDIC/NCUA/NCUSIF Insured | Not a Deposit of a Bank/Credit Union | May Lose Value | Not Bank/Credit Union Guaranteed | Not Insured by Any Federal Government Agency

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies.

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CN0525-34683-0618D

Voya Retirement Insurance and Annuity Company

ENDORSEMENT

The Contract, which includes any riders, endorsements, and other attachments to the Contract, is hereby endorsed as of the Effective Date of this Endorsement. To the extent there is a conflict between the provisions of this Endorsement and the Contract, the provisions of this Endorsement shall control. Any capitalized terms not defined in this Endorsement but defined in the Contract shall have the meaning given to them in the Contract. Where used in this Endorsement, the term Contract shall mean a Contract and a Certificate, as applicable.

1. Definitions

Any reference to "Contributions" in this Endorsement includes references to "Net Contributions", "deposits", "Net Deposits", or "Purchase Payments" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Contract Holder" in this Endorsement includes references to "Owner" for those contracts and certificates being endorsed that use such terminology.

To the extent the Contract being endorsed refers to "General Account" rather than "Fixed Account", any reference to "Fixed Account" in this Endorsement means "General Account" as well.

Any reference to "In Good Order" in this Endorsement means an authorized Participant, Plan sponsor or Contract Holder instruction to us that utilizes such medium as we may require and when it is given with such clarity and completeness that we are not required to exercise any discretion in carrying it out.

Any reference to "Individual Account" in this Endorsement includes references to "Plan Account" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Individual Account value" in this Endorsement includes references to "Current Value", "Adjusted Current Value", and "Individual Account Reserve" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Investment Options" in this Endorsement means the Funds and Fixed Interest Options available under the Contract. Any reference to "partial and/or full Withdrawals" in this Endorsement includes references to "Surrender" for those contracts and certificates being endorsed that use such terminology.

Any reference to "Withdrawal Charge" in this Endorsement includes references to "Withdrawal Fee" or "Surrender Fee" for those contracts and certificates being endorsed that use such terminology.

2. Addition of a Fixed Account

An additional fixed account, hereinafter referred to as "Fixed Plus Account A", is added to the Contract. Fixed Plus Account A is a Fixed Interest Option and also an Investment Option available under the Contract with a guaranteed minimum interest rate of 1%. Fixed Plus Account A is an obligation of our General Account.

On any Contributions made to Fixed Plus Account A, the Company will add interest daily at an annual rate that is no less than the guaranteed minimum interest rate applicable to Fixed Plus Account A.

The interest rate to be credited to the amounts allocated to Fixed Plus Account A may be changed at any time, except that any interest rate to be credited following a rate change initiated solely by the Company will be guaranteed to remain in effect until the last day of the three month period measured from the first day of the month such change was made.

3. Contributions

The following is added to the Contributions provision of the Contract:

The Fixed Account and/or Fixed Plus Account, (as applicable), are no longer available Investment Options under the Contract, nor available Fixed Interest Options under the Contract.

The Fixed Account and/or Fixed Plus Account, (as applicable), are closed to any type of allocations or Contributions, regardless of whether recurring, non-recurring, transfers, rollovers, exchanges, reallocations, or otherwise, or referred to as investments or re-investments, and therefore such allocations or Contributions will be automatically re-directed to the Fixed Plus Account A.

Allocations or Contributions to the Fixed Plus Account A are permitted to the same extent allocations or Contributions to the Fixed Account and/or Fixed Plus Account (as applicable) were permitted prior to the Effective Date of this Endorsement. Any reference to allocations or Contributions to the Fixed Account and/or Fixed Plus Account shall mean allocations or Contributions to the Fixed Plus Account A.

4. Individual Account Value

The Fixed Plus Account A, including any interest added thereon, is also included in the calculation of the Individual Account value.

5. Transfers

Transfers are no longer permitted to the Fixed Account and/or Fixed Plus Account (as applicable).

Transfers from the Fixed Plus Account A to other Investment Options are permitted except to the Fixed Account and/or the Fixed Plus Account (as applicable). Such Transfers are subject to a limit referred to as the "Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit." The Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit is determined as follows:

Twenty percent of the amount in the Fixed Plus Account A may be transferred in each of four consecutive 12 months and the balance transferred in the fifth year subject to the following conditions:

- (a) During the five-year period, no additional amounts are allocated to or transferred from the Fixed Plus Account A;
- (b) We will include any amount transferred, taken as a loan (if allowed under the Contract) or used to purchase Annuity payments during the prior 12-month period when calculating the amount which equals 20%; and
- (c) We reserve the right to include amounts paid under a systematic distribution option when calculating the amount which equals 20%.

The amount available for Transfer from the Fixed Plus Account A is based on the Individual Account value in the Fixed Plus Account A on the Business Day we receive the Transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments during the 12 months prior to the Transfer request. In addition, we reserve the right to reduce the amount available for Transfer by amounts withdrawn under a systematic distribution option and the right to establish a minimum transfer amount.

The Contract Holder or a Participant, as applicable, may request a Transfer by properly completing a Transfer request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

Unless we agree otherwise, any request for transfers from general account assets will be transferred first from the Fixed Account (if applicable) until depleted, then from the Fixed Plus Account (if applicable) until depleted, and last from the Fixed Plus Account A.

6. Withdrawals

Partial Withdrawals from the Fixed Plus Account A

Except as provided below, partial Withdrawals from the Fixed Plus Account A are permitted, subject to the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit. The Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit is determined as follows:

During each rolling 12-month period, 20% of the amount available for Withdrawal may be withdrawn by a Participant from the Fixed Plus Account A.

The amount available for Withdrawal is based on the Individual Account value in the Fixed Plus Account A on the Business Day we receive the Withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments during the 12 months prior to the request. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option.

The Contract Holder or a Participant, as applicable, may request a partial Withdrawal by properly completing a partial Withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

When a partial Withdrawal is requested by a Participant, the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit does not apply when the Withdrawal is:

- (a) Due to a Participant's death before Annuity payments begin and is paid within six months of the date of the Participant's death (this exception applies to only one partial Withdrawal);
- (b) Used to purchase Annuity payments on a life-contingent basis or payments for a stated period on a fixed-only basis;
- (c) Due to other conditions as we may allow without discrimination, including:
 - (1) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (i) Separation from service is documented in a form acceptable to us;
 - (ii) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and
 - (iii) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
 - (2) As defined in the Internal Revenue Code ("Code"), due to a Participant's:
 - (A) Financial hardship for 403(b) and 401(k) Plans;
 - (B) Unforeseeable emergency for 457 Plans;
 - (C) In-service distribution permitted by the plan for 401(a) Plans in the government market, and for 457(b) plans; or
 - (D) Disability for 403(b), 457, 401(a) and 401(k) Plans and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to the Participant; and
 - (iii) The amount paid for all Withdrawals due to the reasons identified in this item (c)(2) during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (d) For 401, 403(b) and 457(b) Plans, as a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.

In addition, the Fixed Plus Account A Annual Transfer and Partial Withdrawal Limit does not apply when the amount in the Fixed Plus Account A is less than or equal to \$2,000.

Full Withdrawal of the Total Amount in the Fixed Plus Account A

The Contract Holder or a Participant, as applicable, may make a full Withdrawal from the Fixed Plus Account A as follows:

- (a) The Contract Holder may withdraw the sum of the value of all Individual Accounts under the Contract provided the Contract Holder controls the Contract; and
- (b) A Participant or the Contract Holder, as applicable, may withdraw the entire value of the Individual Account(s) established for that Participant under the terms of this provision.

Once we receive a full Withdrawal request in Good Order at our Home Office, no additional Transfers, partial Withdrawals, or loans (if allowed under the Contract) are allowed.

For a full Withdrawal paid to a Contract Holder or to a Participant, we will pay the applicable amount, with interest in accordance with the terms of the Contract, as follows:

- (1) One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account A as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract) or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option; then
- (2) One-fourth of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (3) One-third of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (4) One-half of the remaining amount 12 months later reduced by the amount, if any, transferred, taken as a loan (if allowed under the Contract), or withdrawn either by the Contract Holder or Participant, or used to purchase Annuity payments during the prior 12 months; then
- (5) The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account A, 12 months later.

Payment of the applicable amount from the Fixed Plus Account A as described above does not apply when the Withdrawal is made due to any of the following:

- (a) When the amount in the Fixed Plus Account A is \$2,000 or less (or, if applicable, as otherwise allowed by the Plan for a lump-sum cash-out without Participant consent) and during the previous 12 months no amounts have been withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments;
- (b) Due to a Participant's death before Annuity payments begin and paid within six months of the date of the Participant's death;
- (c) Due to individual account termination;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period on a fixed-only basis;
- (e) Due to a Participant's separation from service (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (1) Separation from service is documented in a form acceptable to us;
 - (2) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and

- (3) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (f) As defined in the Internal Revenue Code ("Code"), due to a Participant's:
 - (A) Financial hardship for 403(b) and 401(k) Plans;
 - (B) Unforeseeable emergency for 457 Plans;
 - (C) In-service distribution permitted by the plan for 401(a) Plans in the government market, and for 457(b) plans; or
 - (D) Disability for 403(b), 457, 401(a) and 401(k) Plans and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to the Participant; and
 - (iii) The amount paid for all Withdrawals due to the reasons identified in this item (f) during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (g) For 401, 403(b) and 457(b) Plans, as a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.

No Withdrawal Charge applies to amounts withdrawn from the Fixed Plus Account A.

The Contract Holder or Participant, as applicable, may cancel a full Withdrawal request from the Fixed Plus Account A at any time.

Unless we agree otherwise, any request for partial or full withdrawals from general account assets will be deducted first from the Fixed Account (if applicable) until depleted, then from the Fixed Plus Account (if applicable) until depleted, and last from the Fixed Plus Account A.

7. Guaranteed Accumulation Account ("GAA")

For those contracts that do not expressly permit the Company to change or discontinue the GAA, if applicable, upon advance written notice, the following provisions are added to the Contract:

The Company may stop accepting allocations or Contributions, or allowing amounts to be reinstated to the Terms of the GAA, at any time upon 30 days' written notice to the Contract Holder. The discontinuance of the Terms of the GAA for new allocations shall apply to both new and in force Participants, unless the notice specifies otherwise. Unless we receive alternative allocation instructions, amounts directed to, or to be reinvested in, the Terms of the GAA after the date on which allocations are no longer accepted will be automatically allocated among the other available Investment Options according to the most recent allocation instructions we have on file. If the most recent allocation instructions we have on file do not include any other available Investment Options, we must be provided with alternative allocation instructions.

8. Guaranteed Interest Rates - GAA

Reference to a Guaranteed Accumulation Account Minimum Guaranteed Interest Rate in the schedule pages of the Contract, if any, is deleted, and the GAA Minimum Guaranteed Interest Rate provision of the Contract, if applicable, is hereby deleted, and replaced with the following:

All Contributions allocated to a GAA guaranteed term earn a rate of interest which we determine and which is guaranteed when the Contribution remains in the guaranteed term until the Maturity Date. On and after the Effective Date of this Endorsement, the rate credited will never be less than 0%. For guaranteed terms of one year or less, one guaranteed rate is credited for the full guaranteed term. For longer guaranteed terms, we may credit an initial guaranteed interest rate from the date of deposit to the end of a specified period within the guaranteed term. We may credit different interest rates for subsequent specified periods throughout the guaranteed term.

9. Restrictions and Limits

The Company has the right to impose new or different restrictions and limits applicable to Transfers, partial Withdrawals or full Withdrawals, including (i) administering differences among the Fixed Account and/or Fixed Plus Account (as applicable), and Fixed Plus Account A, (ii) waiving any such restrictions or limits altogether, or (iii) prohibiting transfers to the Fixed Plus Account A.

10. Reinstatement

To the extent reinstatement is permitted under the terms of the Contract, amounts that would have been reinstated to the Fixed Account and/or Fixed Plus Account (as applicable) prior to the Effective Date of this Endorsement may instead be reinstated to the Fixed Plus Account A.

Any amount that would have been reinstated to the GAA prior to the Effective Date of this Endorsement may be reinstated pursuant to the terms of the Contract, unless otherwise prohibited in accordance with the restrictions and limitations specified under paragraph 7 above.

Reinstatement is permitted only once. If any amounts have been reinstated prior to the Effective Date of this Endorsement, no further amounts may be reinstated.

11. Nonwaiver

Failure by the Company to exercise a right or reservation specified in the Contract or this endorsement, as applicable, shall not constitute a waiver of such right or such reservation at any subsequent time.

12. Participant Independent Judgment

The Contract Holder or its agent(s) agrees that Participants will exercise their own independently determined judgments, without influence or direction by the Contract Holder, or such agent(s), in regard to their actions under the Plan. Upon request by the Company, the Contract Holder or its agent(s) will furnish us with copies of communications to Participants concerning the Plan. We reserve the right to treat any action under this Contract as non-Participant directed, if it appears from the circumstances that the Participants' actions were influenced by the Contract Holder or its agent(s).

Effective Date

The effective date of this endorsement shall be the later of (1) the date this endorsement is accepted by a Contract Holder with an existing contract, or (2) the effective date of a newly issued Contract that contains this endorsement.

You may call the following toll-free number with inquiries, to obtain information regarding coverage, or receive assistance in resolving complaints: 1. 888.410.9482.



President
Voya Retirement Insurance and Annuity Company



Please login to voyasign.com.

Username: 35848482
Password: HVRVCEKM

Consent is needed by October 3, 2017 on behalf of the following plan(s).

- FISH MEMORIAL HOSPITAL, VK1405, GLID-CDA-HO
- FISH MEMORIAL HOSPITAL, VK8431, GLID-CDA-HO

CN1221-29890-0119D

PLAN | INVEST | PROTECT

VOYA
FINANCIAL

SAMPLE LETTER TO YOUR PARTICIPATING EMPLOYEES

IMPORTANT INFORMATION AFFECTING YOUR RETIREMENT PLAN INVESTMENT OPTIONS

Voya Fixed Plus Account II A ("new fixed account(s)") will be added to your retirement plan(s) listed below.

FISH MEMORIAL HOSPITAL, VK1405
FISH MEMORIAL HOSPITAL, VK8431

The new fixed account(s) is currently crediting at an interest rate of 1.50%. The new fixed account(s) crediting rate may be higher or lower over time but is guaranteed not to drop below the new guaranteed minimum interest rate ("GMIR") of 1.00%*. The new fixed account(s) fund fact sheet(s) is enclosed.

Any balances you have in an existing fixed account and/or a guaranteed term of the Guaranteed Accumulation Account ("GAA") will be preserved and continue to have their current GMIR greater than 1%*. These investment options will not be available for any future deposits or transfers after 4 PM ET on the implementation date, December 15, 2017. After that date, unless Voya receives alternative instructions from you, future deposits and transfers that are designated to be invested in the existing fixed account and/or GAA option(s) will be directed instead to Voya Fixed Plus Account II A ("new fixed account(s)") at our competitive current crediting rates.

Things to Consider

Scheduled Rebalancing: To maintain balances in the existing fixed account(s), if you have elected scheduled rebalancing, the service will be removed with the introduction of the new fixed account(s). If you want to re-establish scheduled rebalancing, you can do so at voyaretirementplans.com, after the implementation date.

Transactions and Distributions: If you request a payment from your plan(s) (e.g., loan or withdrawal), it will be taken from all investment options but requests for withdrawal of fixed account assets may be deducted first from the existing fixed account(s) until no amounts remain, and then from the new fixed account(s). Loan repayments that are designated to be invested in the existing fixed account option(s) will be directed instead to the new fixed account(s).

Morningstar® Retirement ManagerSM: If your plan offers, and you take advantage of this service, amounts in your existing fixed account(s) will not be included in any rebalancing services so that you can continue to benefit from the existing GMIR, and the service will allocate future deposits designated to be invested in the existing fixed account option(s) to the new fixed account(s) instead. Further details for amounts in the existing fixed account(s) will be described on the transaction webpage.

Questions? Please contact a Customer Service Associate at (800) 584-6001 Monday – Friday, from 8:00 a.m. to 9:00 p.m. EST (except on stock market holidays) or visit voyaretirementplans.com.

Registered Representatives of and securities offered through Voya Financial Advisors, Inc. (member SIPC).

* Certain fixed accounts subject to a 1% GMIR, which were introduced in 2016, may be considered "existing fixed account(s)". Guarantees are based on the claims-paying ability of Voya Retirement Insurance and Annuity Company.

**Morningstar® Retirement ManagerSM is offered by Morningstar, Inc. and is intended for citizens or legal residents of the United States or its territories. The investment advice delivered through Morningstar Retirement Manager is provided by Morningstar Investment Management LLC, a registered investment adviser and subsidiary of Morningstar, Inc. The Morningstar name and logo are registered marks of Morningstar, Inc. Morningstar Investment Managements' advisory service relates solely to the investment options offered under the plan. Retirement plan funding products offered through Voya Financial Partners, LLC (member SIPC) or other broker dealers with which it has selling agreements. Voya Financial provides Morningstar Investment Management with the plan's investment options and information about participants but the decisions regarding the advice provided are made by Morningstar Investment Management. Voya and its companies are not affiliated with Morningstar Investment Management, LLC or its affiliates, and receive no fee or other direct financial benefits from Morningstar Investment Management in connection with the use of its services. The Morningstar name and logo are registered marks of Morningstar, Inc.

Not FDIC/NCUA/NCUSIF Insured | Not a Deposit of a Bank/Credit Union | May Lose Value | Not Bank/Credit Union Guaranteed | Not Insured by Any Federal Government Agency

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies.

Securities distributed by Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has a selling agreement. All products or services may not be available in all states.

CN0525-34683-0618D

Voya Fixed Plus Account II A

The Voya Fixed Plus Account II A is available through an annuity contract issued by Voya Retirement Insurance and Annuity Company (VRIAC). The Voya Fixed Plus Account II A is an obligation of VRIAC's general account which supports all of the company's insurance and annuity commitments. The interest rate guarantees under the contract are subject to VRIAC's claims-paying ability.

For plans offering the Voya Fixed Plus Account II A, any previously available Voya fixed account investment options supported by VRIAC's general account are closed to new allocations or contributions.

Asset Class: Stability of Principal

Important Information

This information should be read in conjunction with your contract prospectus, contract prospectus summary or disclosure booklet. Please read them carefully before investing.

Voya Retirement Insurance and Annuity Company
One Orange Way, Windsor, CT 06095-4774
www.voyaretirementplans.com

Objective

Stability of principal is the primary objective of this investment option. The Voya Fixed Plus Account II A guarantees a minimum rate of interest and may credit interest that exceeds the guaranteed minimum rate. The current rate is subject to change at any time, but will never fall below the guaranteed minimum. Daily credited interest becomes part of the principal and the investment increases through compound interest. All amounts invested by your plan in the Voya Fixed Plus Account II A receive the same credited rate. This is known as a portfolio method of interest rate crediting.

Key Features

The Voya Fixed Plus Account II A is intended to be a long-term investment for participants seeking stability of principal. The assets supporting it are invested by VRIAC with this goal in mind. Therefore, VRIAC may impose limitations on the ability to move amounts into or out of this investment option. These limitations help VRIAC to provide stable credited interest rates, which historically have not varied significantly from month to month despite the general market's volatility in new money interest rates.

Transfers from the Voya Fixed Plus Account II A to other investment options within the contract and partial withdrawals from the Voya Fixed Plus Account II A are generally limited to 20 percent of your Voya Fixed Plus Account II A balance per year. Full withdrawals from the Voya Fixed Plus Account II A generally may be made for death, retirement, separation from service, hardship, and small account balances. Full withdrawals from the Voya Fixed Plus Account II A for other reasons are limited and generally must be made in five-installment payments over five years. Depending on the terms of your contract, other waivers to the withdrawal limitations may also apply. All withdrawals are subject to Internal Revenue Code restrictions.

Interest Rate Structure

The Voya Fixed Plus Account II A guarantees principal and a guaranteed minimum interest rate ("GMIR") for the life of the contract. VRIAC may credit interest at a current rate that may be higher than the GMIR, and the current rate may be changed at any time. Notwithstanding, any rate change initiated solely by VRIAC will be guaranteed to remain in effect until the last day of the three-month period measured from the first day of the month in which such change was made. The current rate for a plan's initial investment in the Voya Fixed Plus Account II A may be in effect for less than a full three-month period.

The GMIR and the current rate are expressed as annual effective yields. Taking the effect of compounding into account, the interest credited to your account daily yields the then current credited rate.

VRIAC's determination of credited interest rates reflects a number of factors, including mortality and expense risks, interest rate guarantees, the investment income earned on invested assets and the amortization of any capital gains and/or losses realized on the sale of invested assets. Under this option, VRIAC assumes the risk of investment gain or loss by guaranteeing the principal amount you allocate to this option and promising a minimum interest rate during the accumulation period and also throughout the annuity payout period, if applicable.

Any insurance products, annuities and funding agreements that you may have purchased are sold as securities and are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"). Fixed annuities are issued by VRIAC. VRIAC is solely responsible for meeting its obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services, LLC ("VIPS"). Neither VRIAC nor VIPS engage in the sale or solicitation of securities. If custodial or trust agreements are part of this arrangement, they may be provided by Voya Institutional Trust Company. All companies are members of the Voya ® family of companies. Securities distributed by Voya Financial Partners, LLC (member SIPC) or other broker-dealers with which it has a selling agreement. All products or services may not be available in all states.

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AUTHORIZED SIGNATURE ADD/CHANGE

For ACES Healthcare, Education and Government Plans

Voya Retirement Insurance and Annuity Company ("VRIAC")
A member of the Voya™ family of companies
PO Box 990063
Hartford, CT 06199-0063



As used on this form, the term "Voya," "Company," "we," "us" or "our" refer to your plan's funding agent and/or administrative services provider. That entity is VRIAC. Contact us for more information.

1. PLAN NAME

Plan Name _____ Plan # _____

2. ADD AUTHORIZED SIGNER

To add an authorized signer to the plan, please return this form to our office with the individual's name and signature in the fields below. You may add more than one authorized signer. All authorized signers must agree(s) to, and will be bound by, all options selected on the forms submitted to the Company with respect to the listed billing group number. If an authorized signer is removed or replaced, the Company must be promptly notified.

Name (Please print.) _____ Signature _____

Name (Please print.) _____ Signature _____

Name (Please print.) _____ Signature _____

Name (Please print.) _____ Signature _____

3. REMOVE AUTHORIZED SIGNER

To remove one or more authorized signers from the plan, please print the name(s) in this section.

Remove Name _____

Remove Name _____

Remove Name _____

4. EXISTING AUTHORIZED SIGNER CONFIRMATION

An existing, authorized signer on this plan must confirm the changes requested on this form by signing below. Once this form is completed, please return it to our office.

Existing Authorized Signer Name (Please print.) _____

Existing Authorized Signer Signature _____

TIN _____ Date (mm/dd/yyyy) _____

**West Volusia Hospital Authority
Financial Statements
September 30, 2017**



Dreggors, Rigsby & Teal, P.A.

Advisors for Life

Certified Public Accountants | Registered Investment Advisor

1006 N. Woodland Boulevard ■ DeLand, FL 32720

(386) 734-9441 ■ 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, 2017 and the related statement of revenues 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 11, 2017

MEMBERS

American Institute of
Certified Public Accountants

the *CPAlliance* network

Florida Institute of
Certified Public Accountants

West Volusia Hospital Authority
Balance Sheet
Modified Cash Basis
September 30, 2017

Assets

Current Assets

Petty Cash	\$ 100.00
Intracoastal Bank - Money Market	5,966,920.00
Intracoastal Bank - Operating	423,147.51
Mainstreet Community Bank - MM	1,032,296.35
Taxes Receivable	126,422.00
Total Current Assets	<u>7,548,885.86</u>

Fixed Assets

Land	145,000.00
Buildings	422,024.71
Building Improvements	350,822.58
Equipment	251.78
Total Fixed Assets	<u>918,099.07</u>
Less Accum. Depreciation	<u>(296,440.64)</u>
Total Net Fixed Assets	<u>621,658.43</u>

Other Assets

Deposits	<u>2,000.00</u>
Total Other Assets	<u>2,000.00</u>
Total Assets	<u><u>8,172,544.29</u></u>

Liabilities and Net Assets

Current Liabilities

Security Deposit	5,110.00
Deferred Revenue	<u>109,445.00</u>
Total Current Liabilities	<u>114,555.00</u>

Net Assets

Unassigned Fund Balance	6,630,697.70
Restricted Fund Balance	208,000.00
Assigned Fund Balance	5,464,554.00
Nonspendable Fund Balance	621,658.43
Net Income Excess (Deficit)	<u>(4,866,920.84)</u>
Total Net Assets	<u>8,057,989.29</u>
Total Liabilities and Net Assets	<u><u>\$ 8,172,544.29</u></u>

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, 2017

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Year To Date Actual</u>	<u>Budget Balance</u>
Revenue				
Ad Valorem Taxes	12,500,000.00	3,235.46	12,524,354.04	(24,354.04)
Investment Income	65,000.00	2,485.61	53,179.14	11,820.86
Reimbursement - SDTF	0.00	0.00	62,859.89	(62,859.89)
Rental Income	67,301.00	5,608.42	67,301.04	(0.04)
Other Income	0.00	0.00	26,133.62	(26,133.62)
Total Revenue	12,632,301.00	11,329.49	12,733,827.73	(101,526.73)
Healthcare Expenditures				
Adventist Health Systems	5,575,949.00	186,564.95	6,460,784.28	(884,835.28)
Northeast Florida Health Services	1,448,938.00	246,319.11	1,667,490.91	(218,552.91)
Specialty Care	3,856,522.00	281,204.14	3,971,014.73	(114,492.73)
County Medicaid Reimbursement	2,197,953.00	185,652.25	2,015,664.49	182,288.51
The House Next Door	181,975.00	8,931.04	98,209.28	83,765.72
The Neighborhood Center	70,000.00	6,966.68	84,307.14	(14,307.14)
Rising Against All Odds	210,000.00	15,266.72	239,141.63	(29,141.63)
Community Legal Services	80,000.00	3,635.63	14,348.62	65,651.38
Hispanic Health Initiatives	100,000.00	7,325.00	67,500.00	32,500.00
Florida Dept of Health Dental Svcs	300,000.00	23,200.24	152,201.56	147,798.44
Good Samaritan	82,712.00	3,300.50	50,912.20	31,799.80
Global Healthcare System	350,000.00	476.80	15,462.80	334,537.20
Stewart Marchman - ACT	960,336.00	32,483.75	940,254.77	20,081.23
Health Start Coalition of Flagler & Volusia	142,400.00	0.00	141,041.48	1,358.52
H C R A	819,612.00	50,306.68	213,904.43	605,707.57
Total Healthcare Expenditures	16,376,397.00	1,051,633.49	16,132,238.32	244,158.68
Other Expenditures				
Advertising	112,000.00	328.21	107,715.00	4,285.00
Annual Independent Audit	15,500.00	0.00	15,500.00	0.00
Building & Office Costs	6,500.00	204.99	7,177.02	(677.02)
General Accounting	68,100.00	7,145.00	73,812.53	(5,712.53)
General Administrative	65,100.00	4,935.25	57,035.25	8,064.75
Legal Counsel	120,000.00	7,160.00	63,810.00	56,190.00
Special Accounting	5,000.00	0.00	0.00	5,000.00
City of DeLand Tax Increment District	40,000.00	0.00	38,304.00	1,696.00
Tax Collector & Appraiser Fee	500,000.00	51.81	409,880.87	90,119.13
TPA Services	400,000.00	27,250.00	391,557.50	8,442.50
Eligibility / Enrollment	85,745.00	1,869.00	38,934.00	46,811.00
Healthy Communities	72,036.00	5,640.17	68,122.17	3,913.83
Application Screening	205,477.00	13,522.70	159,169.26	46,307.74
Workers Compensation Claims	15,000.00	0.00	35,122.73	(20,122.73)
Other Operating Expenditures	10,000.00	185.00	2,369.92	7,630.08
Total Other Expenditures	1,720,458.00	68,292.13	1,468,510.25	251,947.75
Total Expenditures	18,096,855.00	1,119,925.62	17,600,748.57	496,106.43
Excess (Deficit)	(5,464,554.00)	(1,108,596.13)	(4,866,920.84)	(597,633.16)

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, 2017

	Annual Budget	Current Period Actual	Year To Date Actual	Budget Balance
Healthcare Expenditures				
Adventist Health Systems				
Florida Hospital DeLand	2,675,474.50	121,392.68	3,104,774.33	(429,299.83)
Florida Hospital Fish Memorial	2,675,474.50	56,319.71	3,155,866.26	(480,391.76)
Florida Hospital DeLand - Physicians	112,500.00	615.78	83,373.03	29,126.97
Florida Hospital Fish - Physicians	112,500.00	8,236.78	116,770.66	(4,270.66)
Northeast Florida Health Services				
NEFHS - Pharmacy	688,938.00	161,085.28	864,749.38	(175,811.38)
NEFHS - Obstetrics	30,000.00	4,528.83	29,088.35	911.65
NEFHS - Primary Care	730,000.00	80,705.00	773,653.18	(43,653.18)
Specialty Care				
Specialty Care Services	3,549,457.00	252,138.90	3,569,358.08	(19,901.08)
Laboratory Services	307,065.00	29,065.24	401,656.65	(94,591.65)
County Medicaid Reimbursement	2,197,953.00	185,652.25	2,015,664.49	182,288.51
Florida Dept of Health Dental Svcs	300,000.00	23,200.24	152,201.56	147,798.44
Good Samaritan				
Good Samaritan Health Clinic	25,000.00	980.50	19,852.20	5,147.80
Good Samaritan Dental Clinic	57,712.00	2,320.00	31,060.00	26,652.00
Global Healthcare System				
Global Health Care	150,000.00	212.80	13,243.60	136,756.40
Global Healthcare System Urgent Care	200,000.00	264.00	2,219.20	197,780.80
The House Next Door	181,975.00	8,931.04	98,209.28	83,765.72
The Neighborhood Center	70,000.00	6,966.68	84,307.14	(14,307.14)
Rising Against All Odds	210,000.00	15,266.72	239,141.63	(29,141.63)
Community Legal Services	80,000.00	3,635.63	14,348.62	65,651.38
Hispanic Health Initiatives	100,000.00	7,325.00	67,500.00	32,500.00
Stewart Marchman - ACT				
SMA - ARNP Services at THND	7,000.00	368.00	4,511.50	2,488.50
SMA - Homeless Program	78,336.00	0.00	81,907.87	(3,571.87)
SMA - Residential Treatment	550,000.00	8,854.45	550,000.00	0.00
SMA - Baker Act - Match	325,000.00	23,261.30	303,835.40	21,164.60
Health Start Coalition of Flagler & Volusia				
HSCFV - Outreach	73,500.00	0.00	67,061.52	6,438.48
HSCFV - Fam Services	68,900.00	0.00	73,979.96	(5,079.96)
HCRA				
H C R A - In County	400,000.00	40,290.08	161,160.03	238,839.97
H C R A - Outside County	419,612.00	10,016.60	52,744.40	366,867.60
Total Healthcare Expenditures	16,376,397.00	1,051,633.49	16,132,238.32	244,158.68

West Volusia Hospital Authority
Schedule II - Statement of Revenue and Expenditures
Modified Cash Basis

For the 1 Month and 12 Months Ended September 30, 2017 and September 30, 2016

	1 Month Ended September 30, 2017	1 Month Ended September 30, 2016	12 Months Ended September 30, 2017	12 Months Ended September 30, 2016
Revenue				
Ad Valorem Taxes	3,235.46	19,246.40	12,524,354.04	12,444,308.67
Investment Income	2,485.61	4,103.94	53,179.14	61,096.97
Reimbursement - SDTF	0.00	0.00	62,859.89	0.00
Rental Income	5,608.42	5,573.00	67,301.04	66,876.00
Other Income	0.00	0.00	26,133.62	3,975.93
Total Revenue	<u>11,329.49</u>	<u>28,923.34</u>	<u>12,733,827.73</u>	<u>12,576,257.57</u>
Healthcare Expenditures				
Adventist Health Systems	186,564.95	363,333.76	6,460,784.28	4,230,683.65
Northeast Florida Health Services	246,319.11	158,876.96	1,667,490.91	1,416,151.92
Specialty Care	281,204.14	135,790.07	3,971,014.73	2,586,548.59
County Medicaid Reimbursement	185,652.25	182,706.63	2,015,664.49	2,124,879.39
The House Next Door	8,931.04	11,291.04	98,209.28	74,066.46
The Neighborhood Center	6,966.68	6,365.24	84,307.14	34,181.84
Rising Against All Odds	15,266.72	15,976.80	239,141.63	163,005.74
Community Legal Services	3,635.63	0.00	14,348.62	0.00
Hispanic Health Initiatives	7,325.00	0.00	67,500.00	0.00
Florida Dept of Health Dental Svcs	23,200.24	2,100.00	152,201.56	6,045.88
Good Samaritan	3,300.50	4,859.00	50,912.20	69,770.50
Global Healthcare System	476.80	3,136.00	15,462.80	16,688.00
Stewart Marchman - ACT	32,483.75	41,670.97	940,254.77	909,614.18
Health Start Coalition of Flagler & Volusia	0.00	7,636.96	141,041.48	87,342.94
H C R A	50,306.68	47,932.90	213,904.43	233,932.82
Total Healthcare Expenditures	<u>1,051,633.49</u>	<u>981,676.33</u>	<u>16,132,238.32</u>	<u>11,952,911.91</u>
Other Expenditures				
Advertising	328.21	984.89	107,715.00	13,929.49
Annual Independent Audit	0.00	0.00	15,500.00	15,200.00
Building & Office Costs	204.99	0.00	7,177.02	3,058.65
General Accounting	7,145.00	5,112.25	73,812.53	53,809.75
General Administrative	4,935.25	4,629.45	57,035.25	65,100.00
Legal Counsel	7,160.00	3,840.00	63,810.00	85,690.00
City of DeLand Tax Increment District	0.00	0.00	38,304.00	24,299.00
Tax Collector & Appraiser Fee	51.81	43.14	409,880.87	471,164.84
TPA Services	27,250.00	0.00	391,557.50	553,278.00
Eligibility / Enrollment	1,869.00	0.00	38,934.00	86,522.00
Healthy Communities	5,640.17	5,513.04	68,122.17	66,946.65
Application Screening	13,522.70	27,276.92	159,169.26	136,827.54
Workers Compensation Claims	0.00	0.00	35,122.73	15,389.78
Other Operating Expenditures	185.00	595.00	2,369.92	24,100.66
Total Other Expenditures	<u>68,292.13</u>	<u>47,994.69</u>	<u>1,468,510.25</u>	<u>1,615,316.36</u>
Total Expenditures	<u>1,119,925.62</u>	<u>1,029,671.02</u>	<u>17,600,748.57</u>	<u>13,568,228.27</u>

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, 2017 and September 30, 2016

	1 Month Ended September 30, 2017	1 Month Ended September 30, 2016	12 Months Ended September 30, 2017	12 Months Ended September 30, 2016
Excess (Deficit)	<u><u>(1,108,596.13)</u></u>	<u><u>(1,000,747.68)</u></u>	<u><u>(4,866,920.84)</u></u>	<u><u>(991,970.70)</u></u>

LEGAL UPDATE MEMORANDUM

TO: WVHA Board of Commissioners

DATE: October 10, 2017

FROM: Theodore W. Small, Jr.

RE: West Volusia Hospital Authority - Update for October 19, 2017 Regular Meeting

Summarized below are updates on active legal matters/issues for which some new information has become available since my last legal updates on September 5, 2017. This Memorandum will not reflect updates on matters resolved by a final vote of the Board and thereby already summarized in the 9/14/17 Meeting Minutes.

I. Funding Agreements for 2017-18:

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 2017-18 Final Budget that was passed on September 26th, counsel prepared and circulated draft agreements to all funded agencies. Regarding substantive changes, the proposed agreements reflect the funding amounts approved at the September 26, 2017 Final Budget meeting, updates regarding the latest revisions to the Eligibility Guidelines Agreements and other global changes which the Board requested, including 1. modification to Paragraph 4.1 to impose a "one-fourth of the Funding Limit per quarter" as a way to avoid the Board receiving unanticipated requests for increased funding and 2. modification to Paragraph 4.3 to further implement the Board's longstanding policy of establishing reimbursement rates that are equal or less than others are paying for similar services. In individual agreements, the proposed agreements for RAAO and HHI reflect an equivalent fee-for-service rate for their testing, education and case management services. For both RAAO and HHI, counsel included a narrow exception in the Paragraph 6 screening requirement to reflect the Board's desire to reimburse "incidental" costs (up to \$150 per individual) for potentially cost-saving testing and education services that the target population would likely reject without this exception. The final draft modifies the RAAO enrollment services agreement to include a new all-inclusive flat-fee reimbursement of \$192 for each application that is accepted by House Next Door for transmission to POMCO. Counsel for Florida Department of Health requested a 90-day no-cause termination clause, to which counsel has no objection as to form for this particular entity given the amount and nature of services involved. Completely new agreements were drafted to

implement new funding for Deltona Fire Fighters Foundation, Inc. (\$75,000.00) and Community Life Center Outreach Services, Inc. (\$25,000.00).

With those clarifications, counsel anticipates recommending approval as to their legal form the following proposed agreements, A-S:

- A. Community Legal Services, Inc. Medical-Legal Partnership program,
- B. Community Life Center Outreach Services, Inc.
- C. Deltona Fire Fighters Foundation, Inc.
- D. Good Samaritan Clinic of West Volusia County, Inc.
- E. Healthy Communities – Kidcare Outreach
- F. The Healthy Start --Access to Healthcare Services—SMA Outreach
- G. The Healthy Start --Family Services Coordinator
- H. Hispanic Health Initiatives, Inc.'s Taking Care of My Health
- I. Rising Against All Odds, Inc. – Health Card Enrollment and Retention
- J. Rising Against All Odds, Inc. -- HIV/AIDS Outreach and Case Management
- K. Stewart-Marchman-Act (SMA) – Baker Act Match
- L. SMA – ARNP @ The House Next Door
- M. SMA – Homeless Program
- N. SMA—Level II Residential Treatment
- O. The Neighborhood Center of West Volusia “Access to Care”
- P. Volusia County Health Department—Florida Department of Health
- Q. Northeast Florida Health Services, d/b/a Family Health Source FHS--Clinics
- R. Northeast Florida Health Services, d/b/a Family Health Source FHS—Pharmacy
- S. Twelfth Addendum--Primary Care Physicians Indigent Hospital Patient Program

Below is a summary of the status of all other pending agreements that counsel has not received final confirmation regarding the agency's acceptance of the proposed agreement.

- T. Northeast Florida Health Services, d/b/a Family Health Source FHS—Prenatal
- U. House Next Door—Community Based Mental Health Counseling
- V. House Next Door—Prescreening Services

The one area proposed substantive revision where counsel did not feel comfortable accepting without Board consideration is NEFHS proposal to change Paragraph 4.2 in its Prenatal Agreement to include an authorization for it to collect a \$4 co-pay from each Eligible Participant. In considering this request, the Board should recall that it has in the past considered the potential that any copay at all or a co-pay of a certain amount could have on deterring certain target populations from receiving essential preventive health care services. Regarding this particular funding agreement, counsel emailed Ms. Asbury in October 2015 to note that the Volusia County Health Department did not charge a co-pay for its prenatal services at the time it discontinued those services. Counsel noted the lack of a copay when negotiating with NEFHS about its 2015-16 funding agreement to takeover those services. Counsel had not received any indication that a change in this term was desired until today when NEFHS's counsel noted that it desired to have a provision for copay included in its 2017-

18 Prenatal Agreement. When asked the support for this new request, NEFHS's counsel noted that its combined funding application had included a rate indicating a co-pay ("\$116.43 (after \$4 co-pay) for both primary care and obstetrics. Based on that relatively slight notation, NEFHS believed the new co-pay had already been approved by the Board. Counsel responded that he did not believe the Board had focused on the change with that relatively minor notation in NEFHS's lengthy combined application for all services. Further, counsel reminded NEFHS the Board maintains its discretion over the proposed terms of funding until it approves a funding agreement. Under its well established contracting rule, until a funding agreement is signed, the CAC has merely recommended the application and the Board has merely appropriated a line item for it. Ultimately this is a policy decision for the Board's discretion and counsel is merely framing the issues for the Board's thoughtful consideration and resolution. However, funding agencies should not expect to change longstanding contract terms without squarely raising it in their funding applications or with a letter to the Board.

To fully implement the system wide change to Paragraph 4.3, counsel reiterates the prior recommendation that for future funding cycles, the CAC should only consider and the Board should only approve reimbursement rates that are equal to or less than the lowest comparable rate as demonstrated by information that the applicant provides in their Funding Application on the "*Average Cost/Unit of Service With Comparative Reimbursement*" chart along with explanations. The CAC and Board should only accept an "N/A" response in this chart if the applicant certifies that it has conducted a reasonable amount of research and is unable to ascertain a comparable rate for similar services in either Medicaid, Medicare or private insurance and have checked published Medicaid rates in other states if the services are not reimbursed by Florida Medicaid. Counsel did note some potential discrepancies in the underlying CPT codes presented for comparable Medicaid rates as presented by Good Samaritan Clinic and Northeast Florida Health Services and Global Healthcare. To clarify these matters next year, counsel recommends that primary care providers indicate which Medicaid CPT code or bundle of codes support the rate indicated.

Counsel has requested Ms. Long to forward him copies of the first couple invoices in the new fiscal year so that counsel can actually see how the written contract is being translated into actual billing methodology. As previously noted, counsel welcomes Board members who notice something unreasonable on an agency invoice when signing checks to raise those concerns with DRT or counsel so that any inconsistent interpretations of what an agency is allowed to bill is cleared up and counsel can consider how to clarify provisions in future funding agreements.

II. POMCO Case Management & Utilization Review Services

Counsel followed up with POMCO on the Board's requests for clarification of the proposed new case management and utilization review services and obtained the following response:

From: Shawn Jacobs

Sent: Monday, October 9, 2017 8:15 PM

To: Ted Small - Law Offices of Theodore W. Small P.A.

Subject: Additional Detail - POMCO Case Management & Utilization Review Services

- WVHA

Importance: High

Hi Ted. Per our last conversation the following is some additional detail regarding the Case Management & Utilization Review Services proposal for the WVHA board:

Utilization Management

- Inpatient triggers would be for acute admissions including any mental health and long term acute care
 - This is not pre-certification so the hospitals won't be required to call for authorization when someone is admitted on every type of inpatient event. Instead the acute admission events will trigger medical necessity reviews to help ensure members receive appropriate care while maximizing cost savings.
 - American Health Holdings' (our vendor) clinical professionals will collaborate with related providers (hospital or specialists) towards achieving the goal above.
 - Since the cost for this program is on a per member per month basis it doesn't cost the program any additional fees based on the number of inpatient cases triggered. The program benefits by having the most appropriate interactions/collaborations possible.
- In regards to the Outpatient Continuing care triggers, the list of categories indicated previously is a catch-all in this category with our vendor. I have reviewed the claims detail for WVHA and got confirmation that no claims were processed (since program inception with POMCO) for Experimental/Investigational Procedures but the program did have 291 claims for hyperbaric oxygen therapy. Therefore the following is an updated custom list that our vendor has confirmed can be implemented for the WVHA program:
 - Chemotherapy
 - Radiation
 - ~~Experimental/Investigational Procedures~~
 - Hyperbaric Oxygen (where applicable)
 - Injectables, excluding vaccinations – all Injectables that cost \$2,000 or more per drug per month
 - Outpatient Physical Therapy
 - Cardiology (added)
 - Gastroenterology (added)

The above will be included in my report submission tomorrow. We will need at least 60 days after receiving approval to implement the programs.

On a final note relative to our dialogue on genetic testing, our claims data shows 16 claims (since program inception with POMCO) and all were through Quest Diagnostics totaling about \$8,000 and none were from the hospitals. Therefore no major impact with

genetic testing as we see with our other client programs.

Let me know if you have any questions.

Regards,
S.A.J.

III. 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, 4/12/16 and 5/9/17 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 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.

IV. 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 Travis McBride 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 Central Florida Mental Health Associates (“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. 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 has entered an appearance as defense counsel to represent Commissioner Ferrari individually in this lawsuit. Attorney Andrews has also made Counsel aware that on December 6, 2016, Attorney Boynton filed Suggestion of Bankruptcy on behalf of Mr. McBride but to date the trustee in the federal bankruptcy case has not entered an appearance to assert any rights to the case as a potential asset of the bankruptcy estate. Attorney Andrews has made Counsel aware that McBride’s personal bankruptcy case resulted in discharge with the bankruptcy trustee ignoring the lawsuit as an asset, and that on March 1st Central Florida Mental Health Associates notified the Circuit Court that it filed for Chapter 7 bankruptcy protection on January 30, 2017. Attorney Andrews has made Counsel aware that the bankruptcy trustee has decided to ignore the lawsuit as an asset and that Mr. McBride’s attorney has moved to withdraw from the representation. Attorney Andrews filed a motion on behalf of Commissioner Ferrari to lift the stay and restart litigation of the case in which WVHA has still not been served. Further, Attorney Andrews reported that plaintiffs’ attorney, Gary Boynton filed a motion to withdraw as to both Mr. McBride individually and as to CFMHA as a corporation. According to Attorney Andrews, on or about August 7th the Court granted Commissioner Ferrari’s motion to lift the stay and restart the litigation, the Court gave Mr.

McBride 30 days to have his own new counsel appear or he can represent himself as to his individual claims but the case will be dismissed as the CFMHA if it doesn't obtain its own new counsel.

V. 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.

The Adventist Claims Manager, Rhonda Fletcher, who is responsible for this one remaining claim provided Counsel with an update on the current status of Adventist's periodic filings to the State's Special Disability Trust Fund ("SDTF") for reimbursement of WVHA's payments on behalf of this one remaining claimant who is 81 years old. Ms. Fletcher with counsel from Attorney Branham submitted the latest request to SDTF on September 8, 2016 seeking on behalf of WVHA reimbursement at 100% of its payments of \$62,859.89 which WVHA has reimbursed to Adventists since the last request to continue treatments for this claimant. SDTF's published turnaround on such requests is 36 months, but it has generally processed payments within a year if it doesn't find any errors on the request. Counsel has notified DRT of this anticipated reimbursement so that it can be tracked appropriately on all accounting records. Ms. Fletcher notified counsel on May 4th that after much struggle and legal wrangling by Attorney Branham, SDTF has approved reimbursement to WVHA at 100% of its payments. Ms. Fletcher also noted that the subject claimant turned 82 years old and continues to receive regular treatments for pain from Dr. Khromov. DRT has received the \$62,859.89 check reimbursement from SDTF.

VI. 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.