

West Volusia Hospital Authority
BOARD OF COMMISSIONERS REGULAR MEETING
To commence upon the conclusion of the Final Budget Hearing
September 19, 2024 Sanborn Center
815 S. Alabama Avenue, DeLand, FL
AGENDA

1. Call to Order
2. Pledge of Allegiance Followed by a Moment of Silence
3. Approval of Proposed Agenda
4. Consent Agenda – Approval of Minutes
 1. Workshop held July 18, 2024
 2. Regular Meeting held July 18, 2024
 3. Regular Meeting held August 15, 2024
5. Citizens Comments – Comments are limited to three minutes per speaker.
6. Reporting Agenda
 - A. EBMS August Report – Written Submission
 - B. WVHA miCare Clinic DeLand/Deltona August Report – Written Submission
 - C. The House Next Door August Application Processing Report
7. Discussion Items
 - A. Approval for Gas Plumbing Services, Inc. to Provide Installation and Connections for Commercial Gas Water Heaters and Standby Generator
 - B. Performance Goals & Measures for WVHA Activities in FY 2024-2025 (Tabled on 8/15/24)
 - C. First Amendment to Hispanic Health Initiative 2023-2024 Funding Agreement
 - D. First Amendment to RAAO 2023-2024 Funding Agreement for HIV Outreach
 - E. SMA AHCA LIP Match Letter of Agreement
 - F. Request from FDOH Dental Program to Increase Funding by \$7,970.74 for FY 2023-2024
 - G. Funding Agreements for 2024-2025
 1. Community Legal Services, Inc. Medical-Legal Partnership Program
 2. Healthy Communities – Kidcare Outreach
 3. Hispanic Health Initiative, Inc.’s Taking Care of My Health
 4. Rising Against All Odds, Inc. – HIV/AIDS Outreach and Case Management
 5. Rising Against All Odds, Inc. – Health Card Enrollment & Retention Services
 6. SMA Healthcare – Emergency Behavioral Services (Baker Act)
 7. SMA Healthcare – Psychiatric Outreach Services
 8. SMA Healthcare – Level II Residential Treatment
 9. The House Next Door - Therapeutic/Mental Health Services
 10. The House Next Door - HealthCard Program - Eligibility Determination Svcs
 11. The Neighborhood Center of West Volusia - Access to Care
 12. Volusia County Health Dept - Florida Department of Health (Dental Care)
8. Administrator Report
9. Finance Report
 - A. August Financials
 - B. Approval of Disbursements – Check Register & Estimated Expenditures
10. Legal Update
11. Upcoming - Regular Meeting on October 17, 2024
12. Adjournment

If any person decides to appeal any decision made by the WVHA with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). Individuals with disabilities needing assistance to participate in any of these proceedings should contact the WVHA Administrator at least three (3) working days in advance of the meeting date and time at (386) 626-4870.

**WEST VOLUSIA HOSPITAL AUTHORITY
BOARD OF COMMISSIONERS BUDGET WORKSHOP**

Sanborn Center Ballroom A
815 S. Alabama Avenue, DeLand, FL

4:00 P.M.
July 18, 2024

Those in Attendance:

Commissioner Voloria Manning
Commissioner Donna Pepin
Commissioner Judy Craig
Commissioner Jennifer Coen (arrived at 4:22 p.m.)

Absent:

Commissioner Roger Accardi

Others Present:

Attorney for the Authority: Theodore Small, Law Office of Theodore W. Small, P.A.
Accountant for the Authority: Webb Shephard, CPA of James Moore & Company
WVHA Administrator Stacy Tebo

Call to Order

Vice Chair Craig called the meeting to order. The meeting took place at the Sanborn Center Ballroom A, located at 815 S. Alabama Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 4:08 p.m.

Approval of Proposed Agenda

Motion 047 – 2024 Commissioner Manning motioned to approve the agenda with the Reserve Spending Plan addressed first. Commissioner Pepin seconded the motion. The motion passed by a 3-0-2 vote.

Citizens Comments

There were none.

Discussion Items

Attorney Small referred to his legal update and provided the context for the workshop and the budget process that is required by the Truth in Millage (TRIM) law. He noted that the purpose of the workshop is for the Board to discuss a preliminary millage rate that would be approved by resolution at the regular meeting following the workshop.

Reserve Spending Plan

Mr. Shephard stated there are three options included in the working budget, but there are many more possibilities; that Option A is the rolled-back rate of 0.9091 with use of reserves at \$3.3 million; that Option B is a flat rate that would match the same millage as the current fiscal year of 0.9806 with a \$2 million use of reserves; that Option C is an increased millage rate of 1.095 with no use of reserves;

WVHA Budget Workshop July 18, 2024

and that the maximum millage rate is 1.8. He explained that Option A would use all the excess reserves within two years; that Option B would use all the excess reserves in the next three years; and that Option C would use all the excess reserves in the next five years. He reminded everyone that the policy goal for reserves is forty to sixty percent. He discussed several ways in which the Board could reach their target.

Mr. Shephard pointed out that over the past three years, the WVHA has spent seven and a half million dollars of reserves; that there has been a significant spend down of excess reserves; that the Auditor General suggested that the WVHA should have a plan to spend reserves down; that he thinks there has been significant effort and accomplishment in that area; that he is projecting \$4 million in reserves at year end 2024; and that they would be at approximately eighty percent reserve balance at September 30, which is not far off from the preferred target of sixty percent.

Millage Rate

Mr. Shephard advised the Board they would need to have a significant increase in tax revenue to catch up with total expenditures because tax revenue has been significantly less than the total budgeted expenditures due to reserve spending. He added that a couple of years ago, Medicaid was not a budgeted line item, and there is a significant increase in the amount due to the county. He pointed out that Option C budgets revenues to match total expenditures, which would be a twenty percent increase in fiscal year 2025. He said they could then follow with the rolled-back rate for the next three years, while utilizing the \$4 million in reserves. He clarified that the other options presented would also require an increase in taxes, and it was the Board's decision how they would get there.

Commissioner Pepin commented that it would be better to go ahead and raise rates this year so that they could leave it at the rolled-back for the next few years.

Chair Coen pointed out that Option C is a straight tax increase without any reserve spending, and she would also be willing to consider the other options that were a more moderate approach to the tax increase.

Commissioner Craig noted that the last time there was an increase, the newspapers said the WVHA was increasing taxes by 64%. She added that because the millage rate is so low, the percentage increase does not equal a large amount in actual dollars. She advocated for balancing the budget now so they would be prepared to continue WVHA's work.

Commissioner Manning agreed and said if you keep coming back to people year after year increasing taxes, they are going to become frustrated. She said she was in favor of doing the increase once, so they did not have to keep doing it each year in smaller percentages.

Attorney Small advised the Board that their adopted preliminary millage rate should be the top of where they intended to go with the tax rate. He added that anything above the rolled-back rate had to be advertised as a tax increase regardless of the percentage.

WVHA 2024-2025 Budget Forecast

Chair Coen asked Mr. Shephard to explain the options with respect to the spending of reserves.

Mr. Shephard explained Options A and B but noted that reserves were not included in Options C; that Option C increases the revenues to match expenditures; that simply due to inflation, if revenues are not raised for the next three years, it will naturally spend down the reserves; that the rolled-back rate

provides the same revenue not including any inflation or adjustments; and that generally speaking, expenses are going to increase. He added that he used a conservative estimate of three percent inflation.

Chair Coen suggested that the line items for advertising and other healthcare expenditures could be lowered. She noted that the HCRA expenses never reach the budgeted amount, and it contributes to the accumulation of reserves.

There was discussion regarding the incremental increase in card members with respect to the budget. Darik Croft, COO of miCare, said his budget projections were based on a membership number of 1450.

County's Proposed Medicaid Reimbursement Expense

Attorney Small noted Volusia County's letter of June 21, 2024, stating the Florida Department of Revenue has notified Volusia County that the required 2024-2025 Medicaid contribution is \$9,197,595. He stated that the WVHA is receiving a huge increase in the Medicaid expense; that the allocation between Southeast Volusia, Halifax, and West Volusia is tipped so that WVHA has to pay 47.38% of the amount charged to the hospital districts; and that WVHA's payment is \$3,444,857.11 whereas Halifax that operates a hospital and receives Medicaid reimbursement, is paying \$3,124,219.30.

Attorney Small noted in FY 2022-2023, the Board voted to lower its final millage rate to 1.0816, which resulted in a 14.3% decrease below the rolled-back rate due to the removal of the Medicaid expense. He explained that the Board hoped that WVHA would prevail in litigation and that Medicaid reimbursement would no longer be put on the backs of West Volusia taxpayers.

There was discussion and consensus that the preliminary millage rate of 1.0950 should be adopted during the Regular Meeting commencing upon the conclusion of the workshop.

Funding Applications and Amounts Requested

The funding requests were not discussed.

Adjournment

There being no further business to come before the Board, the workshop was adjourned at 5:12 p.m.

Adjournment

Jennifer Coen, Chair

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

Commencing upon the Conclusion of the Budget Workshop
Sanborn Center Ballroom A
815 S. Alabama Avenue, DeLand, FL
July 18, 2024

Those in Attendance:

Commissioner Voloria Manning
Commissioner Judy Craig
Commissioner Jennifer Coen
Commissioner Donna Pepin

Absent:

Commissioner Roger Accardi

Others Present:

Attorney for the Authority: Theodore Small, Law Office of Theodore W. Small, P.A.
Accountant for the Authority: Webb Shephard, CPA of James Moore & Co.
WVHA Administrator Stacy Tebo

Call to Order

Chair Coen called the meeting to order. The meeting took place at the Sanborn Center Ballroom A, located at 815 S. Alabama Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 5:19 p.m. The meeting was opened with The Pledge of Allegiance followed by a moment of silence.

Approval of Proposed Agenda

Motion 048 – 2024 Commissioner Manning moved to approve the agenda as presented. Commissioner Craig seconded the motion. The motion passed 4-0-1.

**Consent Agenda – Approval of Minutes
Joint Meeting held June 20, 2024**

Motion 049 – 2024 Commissioner Pepin moved to approve the Consent Agenda. Commissioner Manning seconded the motion. The motion passed 4-0-1.

Citizen Comments

Commissioner-Elect Jennifer Moore addressed the Board.

Commissioner-Elect Ray Ford addressed the Board.

**Contractual Annual Utilization Reports to the WVHA Board of Commissioners
Jennifer Nadelkov, CEO of The House Next Door – Therapeutic Services**

The presentation was rescheduled to August.

John Guthrie, ED, Healthy Communities

Mr. Guthrie provided a verbal report of program activities from October through June. He said they helped 311 families and attended forty events with approximately 6,000 participants. He said he had spoken with Ms. Tebo the previous day regarding making sure the card members in the age group 1 – 19 were evaluated for coverage elsewhere.

Commissioner Craig said she was notified that babies cannot be covered by KidCare from birth to age one. She added that it takes up to three months for babies to be covered by Medicaid. Mr. Guthrie said he was unaware why that was the case, and he would do some research and report back to the Board.

Chair Coen asked where the events took place. Mr. Guthrie said he had the event dates, but he would get back to the Board with the locations.

Reporting Agenda

EBMS June Report – Written Submission

WVHA miCare Clinic DeLand/Deltona June Report – Darik Croft, COO of miCare, and Sue Wayte, Senior Account Executive at miCare Health Centers

1. Quarter 3 (April – June) Report

miCare Practice Manager Gretchen Soto highlighted the main points for the DeLand and Deltona monthly reports and the quarterly report.

Commissioner Craig applauded the survey results in the quarterly report. She asked if there was a doctor overseeing the referrals to specialty care. Ms. Soto answered that Medical Supervisor Dr. Gilmer does review all the patients' charts and is available to the providers by phone for consultation when he is not physically present in the clinics.

Commissioner Craig asked if they could include specialty care in the reporting. Mr. Croft asked for clarification. There was discussion that specialty care could be included in the quarterly reporting.

There was discussion regarding the average number of card members. Mr. Croft said that he averaged the population over a twelve-month period when he was considering the budget forecast for the next year. He recommended that they lean on The House Next Door to understand the metrics of eligibility and projections for the future.

Citizen Comments

Chair Coen read aloud a question from Tanner Andrews asking if a full-time doctor at the clinics would reduce the number of referrals. Mr. Croft said it would cost the WVHA much more to employ a full-time doctor to care for the patients. He said Dr. Gilmer is providing supervision to the mid-level practitioners, which are nurse practitioners and physician assistants; that he is providing opportunities for growth and advancement while helping them increase their skills and abilities; and that Dr. Gilmer is always available for consult.

Commissioner Manning asked about the status of Phase Three to bring in partners for expansion. Mr. Croft said he and John Simmons have had conversations with local groups, and he has found that many are in fully funded groups like United and Cigna. He thanked John Simmons for scheduling the meetings with a couple of employers. He added that they are looking for partners to share in the cost of the clinic to reduce costs for the WVHA.

John Simmons said when he originally brought recommendations to DRT, they contained three phases. He noted there have been millions in savings due to the prescriptions. He said it has been difficult to bring other players on board, and they have been strategic in their planning. He affirmed his belief they are moving in a positive direction with the meetings they had earlier in the day in educating employers on the benefits of being a self-funded group.

Commissioner Manning asked if the clinics provide telemedicine services. Mr. Croft said they do, and they could add it to the reporting.

Mr. Croft introduced Sue Wayte, Account Executive, to the Board and explained her role on the team.

The House Next Door (THND) June Application Processing Report

Dorcas Sanabria, Health Card Supervisor, was present. There were no questions on the report.

The EBMS, miCare, and THND reports were received into the written record.

Discussion Items

Resolution #2024-001 – Adopting a Preliminary Millage Rate for FY 2024/2025

Chair Coen said there was consensus at the workshop for Option C with a millage rate of 1.0950.

Attorney Small read Resolution #2024-001 aloud stating that the first budget hearing would be held on September 5, 2024, at 5:05 p.m. in the Sanborn Center; that the proposed millage and the tentative 2024-2025 budget would be discussed and adopted; that the proposed millage rate to be discussed would be 1.0950; and that the rolled-back rate is 0.9091.

Motion 050 – 2024 Commissioner Craig moved to adopt Resolution #2024-001 as read. Commissioner Manning seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	Yes

EBMS/Veracity Official Notice of Renewal Fees Effective October 1, 2024

Chair Coen said they received the official notice per the contract. There were no questions, and the notice was received.

James Moore & Co Engagement Letter for Standard Annual Site Visits

Mr. Shephard said he amended the letter to be ongoing to avoid signing a new one each year. He stated the engagement letter is a required document for James Moore's files, and he needed the Board to sign the letter.

Motion 051 – 2024 Commissioner Pepin moved to approve the engagement letter and authorize the Chair's signature. Commissioner Craig seconded. The motion passed 4-0-1.

CPI Indexed for Accounting Services in Financial Management Services Agreement

Mr. Shephard stated that James Moore did not include an annual adjustment for inflation in their original agreement with WVHA; that it would be an automatic increase each year based on the Consumer Price Index released in June by the Bureau of Labor Statistics; that it would not exceed five percent; and that it would be included in the working budget each July at the workshop.

Motion 052 – 2024 Commissioner Craig moved to approve the amendment to the Financial Services Agreement to provide for an annual increase based on the CPI released in June each year. Commissioner Pepin seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	Yes

Method of Compensation for Attorney Small (Commissioner Pepin)

Commissioner Pepin explained her reason for requesting the Board to consider a change in the way Attorney Small is paid; that there were many years he did not receive a raise; that he has worked very hard for the Board; that she values his experience and knowledge of the WVHA since he has been working at it longer than any of them; and that she would like to reduce the burden on him for documentation of every expense by allowing a monthly flat rate.

Commissioner Craig said the Board is lucky to have Attorney Small, that he came from a prestigious law firm, and he has worked hard for the WVHA for seventeen years.

Chair Coen voiced concern regarding the flat rate which means they would not receive an itemized bill; that she believes itemization is needed for transparency reasons; that she does not have enough information to make a decision at this time; that she would like to get rates for other attorneys in Volusia County before making a decision; that she requests the Board gets comparison rates from government attorneys before moving forward; and that the bottom line is a \$35 per hour increase.

Commissioner Manning said she did not think Chair Coen was aware of the rates that the city, county, and school board attorneys were being paid; that the flat rate was reasonable; that she was not in favor of the Chair's suggestions; and that she thought the Board should move forward and vote on the request.

Citizen Comments

Tanner Andrews offered his opinion to the Board that flat rates are okay if they are based on a reasonable estimation of what the work is.

John Simmons spoke in favor of the change.

Attorney Small said he had forgone years without an increase, and the county attorneys receive a four to five percent increase each year; that he can complete tasks in a few minutes whereas other attorneys might take hours; that rates are adjusted by the attorney's experience; and that other WVHA agreements do not require itemized billing.

The new arrangement would modify Paragraph Two of Attorney Small's 2007 agreement to substitute the existing hourly billable rate language with the following flat rate retainer language effective immediately upon adoption by the Board: "Payment of a reasonable flat rate annual retainer of \$78,000, payable in \$6,500 monthly installments for recurring general legal advice and counsel to the Board, subject to an annual increase starting on October 1, 2025 based on the most recent June Consumer Price Index (CPI; Series ID CUUR0300SA0; All items in South; average for All Urban Customers), not to exceed 5%. The Law Office will notify the client prior to

accepting responsibility for nonrecurring matters and the parties agree to negotiate in good faith to reach agreement on a mutually acceptable supplemental retainer for such nonrecurring matters.”

Motion 053 – 2024 Commissioner Pepin moved to approve Attorney Small’s proposal for inflation adjustment and flat fee retainer method of payment. Commissioner Manning seconded. The motion passed 3-1-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	No

Fuel Options for Standby Generator

Ms. Tebo stated she solicited quotes for propane and natural gas to power the generator; that the lowest quote for propane is \$5,059 for the two tanks, 200 gallons of fuel, and connection to the generator from Discount Propane; that the fueled tanks would last approximately four days; that propane costs vary the way gasoline prices do; and it would cost approximately \$600 to refill the tanks depending on the then current price per gallon.

She said that Florida Public Utilities (FPU) would install the natural gas connection from the roadway to the building at no cost if WVHA installed a commercial gas water heater; that the WVHA would pay FPU a deposit of \$410, the connection fee of \$125, the monthly tariff of \$70, and whatever fuel is used; that a master plumber with a gas certification would install underground piping from the gas meter to the generator and water heater; and that there is a rebate through FPU up to \$2,500 for the gas water heater and installation. She noted that Attorney Small reviewed FPU’s owner consent form and their standard agreement; that he suggested a modification to the agreement that is allowed for customers that are governmental agencies per the tariff approved by the FL Public Service Commission; and that she is awaiting FPU’s general counsel review and response.

There was discussion regarding the gas plumber quotes received, and Ms. Tebo said she was awaiting a third. She asked the Board to consider if they preferred propane or natural gas.

Citizen Comments

Chair Coen read aloud a comment from Tanner Andrews advocating for natural gas.

Attorney Small suggested that Ms. Tebo consult with the complex’s Architectural Committee to sign off on the placement of propane tanks and to inquire with the insurance company as well.

The item was tabled until the next meeting.

Administrator Report

Ms. Tebo said she verified yesterday that the county and school board budget hearing dates remain the same as scheduled. She notified the Board that she set up an account on Bill.com to receive the monthly payments from Healthy Start electronically. She informed the Board that the Orange City Police Department is hosting National Night Out at Veterans Memorial Park on Friday, October 4th at 5 PM, and she will be attending. She added that the Volusia County Fact Fair will be held on the west side on February 13th at Deltona Middle School, and she signed up to attend.

Finance Report

June Financials

Approval of Disbursements – Check Register & Estimated Expenditures

Mr. Shephard outlined the financials and estimated expenditures for the Board. He noted that there would be a transfer of \$1 million from the Ameris Money Market account to the Ameris Operating account.

Motion 054– 2024 Commissioner Manning moved to approve, authorize, and warrant the payment of the bills outlined in the check register presented by James Moore & Co and estimated expenditures for the next month totaling \$2,759,349. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

Legal Update

Attorney Small had nothing further to report.

There being no further business to come before the Board, the meeting was adjourned at 7:18 p.m.

Adjournment

Jennifer Coen, Chair

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

Sanborn Center Ballroom A
815 S. Alabama Avenue, DeLand, FL
August 15, 2024

Those in Attendance:

Commissioner Voloria Manning
Commissioner Judy Craig
Commissioner Jennifer Coen
Commissioner Donna Pepin

Absent:

Commissioner Roger Accardi

Others Present:

Attorney for the Authority: Theodore Small, Law Office of Theodore W. Small, P.A.
WVHA Administrator Stacy Tebo

Call to Order

Chair Coen called the meeting to order. The meeting took place at the Sanborn Center Ballroom A, located at 815 S. Alabama Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 5:04 p.m. The meeting was opened with The Pledge of Allegiance followed by a moment of silence.

Approval of Proposed Agenda

Commissioner Craig requested the addition of a discussion item regarding the Justin Square lease agreement and program.

Motion 055 – 2024 Commissioner Pepin moved to approve the amended agenda as presented with the addition of Commissioner Craig's item. Commissioner Manning seconded the motion. The motion passed 4-0-1.

Consent Agenda – Approval of Minutes

Budget Workshop on July 18, 2024

Regular Meeting on July 18, 2024

Commissioner Manning requested that the minutes be tabled until the next meeting.

Citizen Comments

Christian Brown asked the Board for permission to discuss employee benefits packages with the funded non-profit agency directors. Attorney Small said that Mr. Brown could contact the agencies individually to discuss, and he did not require the permission of the Board.

Contractual Annual Utilization Reports to the WVHA Board of Commissioners

**Community Legal Services of Mid-Florida, Christina Russo Walters, Senior
Managing Attorney**

Ms. Walters presented the annual report for the medical legal partnership program and answered questions from the Board. She noted that since 2016, there have been thirty-seven WVHA card members that are no longer on the program, and they have access to alternative health coverage.

Hispanic Health Initiatives, Peter Willems, Executive Director

Mr. Willems presented his annual report and outlined the services provided through the program.

Commissioner Craig asked Mr. Willems for the total WVHA funding in the current and past year. Mr. Willems responded that it was \$75,000 for both years, but he did ask for \$100,000 in his application for the upcoming year.

Commissioner Manning asked how they find clients for the program. Mr. Willems answered they are found at food pantries, community events, and through referrals from miCare.

Chris Booker, COO of The House Next Door – Therapeutic Services

Mr. Booker explained the mental health services included in the program. He noted that understaffing has been an issue in his agency and nationwide. He stated that their current utilization is seventy percent of the fiscal year budget of \$45,000, which has increased from the prior fiscal year.

Commissioner Manning said she would like to have the report in writing and asked Mr. Booker to send it to Ms. Tebo. She asked him to elaborate on the staff shortage. Mr. Booker clarified that they have been down one therapist since May, and they just hired a therapist the previous week. Commissioner Manning asked where THND provides services. Mr. Booker responded that they serve Flagler and Volusia Counties, but WVHA funding is only used for West Volusia card members.

Reporting Agenda

EBMS July Report – Written Submission

Chair Coen noted that staff observed a zip code in Fruitland Park in the report, and everyone involved had already taken steps to investigate the issue.

WVHA miCare Clinic DeLand/Deltona July Report – Written Submission

miCare Practice Manager Gretchen Soto highlighted the main points for the DeLand and Deltona monthly reports.

Commissioner Pepin asked about Deltona utilization. Ms. Soto noted that for the first time, Deltona had a higher overall utilization rate. She added that DeLand usually has a higher rate.

Commissioner Craig asked the status of specialty care referrals. Ms. Soto said the administration team is working on it, and it will be included in the next quarterly report as promised.

Attorney Small asked if the member migration total on page three could be split to specify Deltona and DeLand patients.

The House Next Door (THND) July Application Processing Report

There were no questions on the report.

Hospital Services 2nd Quarter of 2024 (April – June) Halifax Health | UF Health – Medical Center of Deltona

Halifax Administrator Ben Eaby was present to answer questions. Commissioner Craig stated that Halifax did a great job of listening to the Board's requests, and the reporting is much clearer.

AdventHealth DeLand & AdventHealth Fish Memorial

West Volusia Market CFO, Jennifer Ambs, distributed the AdventHealth reports to the Board. Commissioner Craig voiced her disappointment that the report came in very late. She added that she would like Ms. Ambs to commit to submitting future reports by Tuesday of the week before the Board meeting.

Citizen Comments

Tanner Andrews asked for the PDF of the reports to be uploaded to the WVHA website.

Attorney Small reminded Ms. Ambs that previously the Board was concerned about infection rates being below the standard in some areas.

Ms. Ambs stated that she spoke with the quality team, and they reviewed every case from the previous year; that she put together action plans based on the specific scenarios for each patient; and that they are making progress with the action plans. She also provided an update on the feedback from the last meeting regarding the use of headphones in double occupancy patient rooms. She said the staff is looking at soundproofing, alternative options to soundproofing, and making the spaces more comfortable.

Commissioner Manning asked Ms. Ambs for the ratio of patients to nurses. Ms. Ambs answered that the ratio depends on the unit type, and it is based upon standards.

EMPros

Dr. Charles Duva was present to answer questions. Commissioner Craig relayed a specific situation when a patient went to the ER. Dr. Duva said he would like to review the record personally, and Commissioner Craig said she would give him the particulars in private.

Dr. Duva informed the Board that EMPros is focusing on patient experience and patient satisfaction; that Advent in New Smyrna has the highest patient experience satisfaction scores in the entire country for the Adventist Healthcare system; that DeLand and Orange City are not far behind; and that they started an initiative to elevate all into the 90th percentile. He noted that DeLand has a very high readmission rate due to the homeless population.

Commissioner Manning asked about a situation where a patient was discharged from the hospital without the ability to walk and needed dialysis. Dr. Duva said he would like Commissioner Manning to call him to discuss.

Dr. Duva discussed gaps in the healthcare system.

The reports were received into the written record.

Discussion Items

LIP Funding for SMA Healthcare – CFO Andrea Schweizer

Ms. Schweizer stated that they were reducing their funding request in FY 2025 for Emergency Behavioral Services from \$300,000 to \$150,000 due to utilization; that the request for Residential Services would remain at \$550,000; and that AHCA would be sending the Letter of Agreement in mid-September.

Attorney Small asked if SMA was sure about cutting the Baker Act program in half and pointed out that funding had previously been exhausted for many years. Jennifer Stephenson, SMA Senior Vice President, answered that they were seeing a change in the community being served; that they believed it was a trend, and they would not come back in the middle of the year to request

additional funding; that they would reassess the program; and that they would return any unused funds to the WVHA and the State for the current fiscal year.

Motion 056 – 2024 Commissioner Craig moved to preliminarily approve the LIP match as presented by SMA for a total of \$700,000 for the Residential Services and Emergency Behavioral Services programs. Commissioner Pepin seconded. The motion passed 4-0-1.

Review Proposed Budget 2024-2025 & CAC Ranking Recommendations

Citizen Comments

Jennifer Moore advocated for an advertising line item of \$10,000 to increase program awareness.

Tanner Andrews recommended that they maintain reserves of six to nine months.

Chair Coen noted that the working budget was revised following its posting on the website.

Commissioner Craig moved to set the line item for RAAO's HIV program at \$200,000. Commissioner Pepin seconded the motion for discussion. Commissioner Manning pointed out that most of the CAC members did not recommend \$200,000, and they were in favor of full funding of the application.

RAAO founder Brenda Flowers said she asked for \$223,017 in her funding application; that they fell short because she anticipated making up revenue from the prescription drug program, which subsidized the HIV program; and that in previous years, they had requested \$245,000.

Commissioner Craig suggested that she reduce the application pre-screening program request and increase the HIV program request.

RAAO representative Shannon Sargeant noted that the HIV program is preventative, and it is important to intervene before the disease spreads.

Commissioner Manning voiced the importance of moving forward and not going backward; and that if services are cut, people will not get the help they need.

Commissioner Pepin asked Commissioner Craig to explain why she recommended a lower amount. Commissioner Craig clarified that her aim was for RAAO to request the actual amounts needed to fund their two programs.

Attorney Small suggested that RAAO might review their numbers, revisit the CAC discussions, consider the current comments and report back to the Board via a letter delivered to Ms. Tebo in advance of the next meeting. Ms. Flowers agreed, and Attorney Small suggested that Commissioner Craig might table her motion. There was Board consensus to table the issue.

Commissioner Manning stated that Heffley & Associates is a large monthly expense, and she asked the other members for their opinion.

Commissioner Craig said they no longer needed the services. Commissioner Pepin agreed and said they were helpful when the Board needed them, but she did not feel there was a need to pay at the current time. She added that they could reengage with them later if the need arises.

Chair Coen said it is a lot of money and she might be agreeable to removing the line item; that she did not feel they were utilizing the service fully; and that she thought Heffley & Associates should provide them with an action plan to network in the community.

Commissioner Craig suggested that they should investigate the cost of joining the Florida Association of Special Districts (FASD) so that the WVHA would be made aware of new legislation.

Ms. Tebo said the FASD annual membership is \$4,500, and it includes legislative advocacy.

Attorney Small stated that in November 2021, he brought Heffley & Associates to the Board as someone they should consider retaining; that there were signals that if they pursued litigation against the county they might be in danger of dissolution; that there was a real concrete legislative need, and the Board was well served by them to maneuver the issue and the Auditor General's audit, along with the JLAC; that they are effectively working now at the will of the Board's desire to keep them on; that at this point, he does not see them as a critical need for anything that he is responsible for; and that if the Board keeps them on, that decision would be based on the Board's wisdom and judgment.

Commissioner Manning moved to remove Heffley & Associates from the working budget. Commissioner Craig seconded. The motion passed 3-1-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	No

Fuel Options for Standby Generator (Tabled on 7/18/24)

Ms. Tebo stated that following receipt of the survey, she realized that the proposed location for propane tanks was not possible due to permitting restrictions and the utility easement; that Florida Public Utilities (FPU) confirmed they would install the natural gas line from Plymouth Avenue to the building at no cost provided WVHA installed a commercial gas water heater; that FPU's documents were reviewed by Attorney Small; that the agreement modification in the form of a rider was approved by FPU's general counsel; and that she recommends the Board approve payment of \$605 to FPU for service and authorize the chair's signature on the FPU property owner's consent form, the FPU natural gas service agreement, and the rider.

Motion 057 – 2024 Commissioner Craig moved to approve the payment of \$605 to FPU and authorize the Chair's signature on the FPU property owner's consent form, the FPU natural gas service agreement, and the rider. Commissioner Pepin seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	Yes

Performance Goals/Objectives for WVHA Activities in FY 2024-2025

Ms. Tebo reminded everyone that special districts must establish goals and objectives for each program or activity, as well as performance measures; that they must be adopted by October 1; and that she prepared a draft for the Board to discuss. She added that the Board would need to adopt a report by December 1, 2025, outlining how the goals for FY 2024-2025 were met or unmet.

Commissioner Pepin said she was leery of providing too much detail and said she was in favor of minimal information that would be in compliance with the requirements. She said she would like Attorney Small to discuss what the new law requires WVHA to do.

Attorney Small stated that the goals and objectives should be consistent with WVHA's statutory purpose and Enabling Act; that the purpose is to provide access to health care, either directly or indirectly; that the goals and objectives to further that purpose would be to establish and maintain a governmental health card program for income and asset eligible residents of West Volusia; that the second would be to expand access to primary health care; that the third would be to expand access to specialty healthcare; that the fourth would be to expand access to hospital and emergency room services; and a possible fifth would be to maximize cost savings on reimbursements to third party healthcare providers in order to minimize ad valorem taxes to taxpayers. He added that it could be stated within a paragraph, rather than numerous pages.

Commissioner Craig thanked Attorney Small and suggested that it be tabled until September when Attorney Small can provide his version of the activity goals and measures.

Citizen Comments

Tanner Andrews noted that the enabling legislation makes WVHA a single purpose entity, which means its goals and objectives are going to be simple. He agreed with Commissioner Pepin's concern of including too many details.

Request from Hispanic Health Initiatives for Funding Increase in FY 2023-2024

Peter Willems, Executive Director of HHI, stated they have utilized 94% of their funding; that they have \$4,350 remaining in the budget; and that he is requesting an additional \$10,000 to provide program services through the end of the fiscal year.

Commissioner Manning reminded Mr. Willems that the same shortfall happened last year, and he should prepare his budget with that in mind. Mr. Willems responded that he did request more in his application for the next fiscal year, so he would not have to come back to the Board for additional funding.

Motion 058 – 2024 Commissioner Pepin moved to approve HHI's request for an additional \$10,000 in the current fiscal year budget. Commissioner Manning seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	Yes

Plymouth Avenue Property Insurance

Ms. Tebo stated she contacted four insurance agencies for quotes on property insurance for the DeLand clinic on Plymouth Avenue which included Page Insurance Agency, Harper Hill: Allstate Insurance, Sihle Insurance, and Blanchard Insurance, Inc.; that the best price and coverage was quoted by Blanchard Insurance through Velocity Specialty Insurance Company for \$6,992.80; that all quotes contained a five percent deductible for named storms, but Blanchard included a separate deductible of \$25,000 for other wind/hail damage that is not connected to a named storm; that the policy is strictly building coverage currently, and contents coverage can be added after binding the

policy; that she asked the agent to remove the equipment breakdown and cyber liability coverages included in the quote if possible; and that her recommendation is to bind the policy offered by Blanchard Insurance, Inc.

Attorney Small questioned why cyber liability coverage would be removed. He also pointed out verbiage in the documents that any disputes about the contract are going to be governed by New York law and subject to arbitration.

Citizen Comments

Tanner Andrews said that WVHA is not running a computer platform, nor has a server room to expose it to cyber liability.

There was discussion regarding EBMS having cyber liability coverage, and Ms. Tebo said she would leave it as is.

Motion 059 – 2024 Commissioner Craig moved to approve binding coverage for property insurance with Blanchard Insurance, Inc. and authorize the Chair’s signature on the required forms. Commissioner Manning seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Coen	Yes

Heffley & Associates – Outside Legislative Advisory (Commissioner Manning)

This item was discussed earlier in the meeting.

Request from RAAO for Funding Transfer from RAAO Health Card Pre-Screening Program to RAAO HIV Outreach Program

Chair Coen noted that the request is to transfer \$31,980 from the Health Card Pre-Screening program to the HIV Outreach Program.

Commissioner Craig voiced concern about repetitive requests and offered a suggestion to increase RAAO’s FY 2024-2025 HIV Program application request to \$245,000 and lower the pre-screening to \$80,000. She added that doing so would ensure that RAAO did not return seeking additional funding next year.

Commissioner Pepin affirmed that the request was not for additional funding but was instead a transfer. She added that she did not have an issue with it.

Motion 060 – 2024 Commissioner Pepin moved to approve RAAO’s request to transfer \$31,980 from the Health Card Pre-screening program to the HIV Outreach Program. Commissioner Manning seconded. The motion passed 4-0-1.

Roll call:

Commissioner Pepin	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes

Justin Square Lease Agreement and Program

Commissioner Craig noted Attorney Small has been working on the rental contract and asked him to discuss it.

Attorney Small said he communicated with the leasing attorney earlier in the day; that he provided his interpretation of the current lease, that WVHA should continue to be able to occupy the premises through at least September 30, 2025, with a right to renew one more time until 2026; and that the leasing attorney had not responded to counter his understanding of the current lease.

Commissioner Craig suggested that if they cannot get to a resolution in FY 2025-2026, they could consider consolidation to the DeLand clinic and provide transportation.

There was discussion amongst the Board regarding utilization, member migration, and the need for more data.

Ms. Soto said that she received positive feedback from patients when they offered medication pickup in Deltona, and some patients have access issues due to transportation.

Attorney Small stressed that it is a work in progress.

Administrator Report

Ms. Tebo had nothing further to report.

Finance Report**July Financials****Approval of Disbursements – Check Register & Estimated Expenditures**

Ms. Tebo outlined the financials and estimated expenditures for the Board. She noted that there would be a transfer of \$1 million from the Ameris Money Market account to the Ameris Operating account.

Motion 061– 2024 Commissioner Craig moved to approve, authorize, and warrant the payment of the bills outlined in the check register presented by James Moore & Co and estimated expenditures for the next month totaling \$2,508,912. Commissioner Manning seconded the motion. The motion passed 4-0-1.

Legal Update

Attorney Small had nothing further to report.

Chair Coen reminded everyone of the Tentative Budget Hearing on 9/5/24 and the Final Budget Hearing & Regular Meeting on 9/19/24.

There being no further business to come before the Board, the meeting was adjourned at 8:42 p.m.

Adjournment

Jennifer Coen, Chair



EBMS

September 19, 2024

Submission Report for
WVHA Board Members

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Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

8/1/2024 to 8/31/2024

Benefit Plan: All

Location:

All

TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	9482		Charges	\$9,174,398	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$8,116,386	Addl Info Not Provided	\$0	0.00%
Medical	\$1,049,448	\$698	Allowed	\$1,058,012	Duplicate Charges	\$438,684	4.78%
Professional	\$353,398	\$235	less Member	\$16,761	Plan Limitations	\$1,572,785	17.14%
Facility	\$696,050	\$463	less Adjustments	-\$8,197	Cost Savings	\$6,100,188	66.49%
PBM	\$0	\$0	Paid Benefit	\$1,049,448	UCR Reductions	\$395	0.00%
Vision	\$0	\$0	plus Admin Costs	\$464,532	Other	\$4,334	0.05%
Dental	\$0	\$0	Total Plan Paid:	\$1,513,979	Total:	\$8,116,386	88.47%
Total Plan Paid:	\$1,049,448	\$698					

Census										
Census Date:	Male	Female	Total	Male	Female	Male	Female	Total	Total	Total
8/31/2024	Emp	Emp	Employees	Spouse	Spouse	Dep	Dep	Medical	Dental	Vision
0 to 19	47	37	84	0	0	0	0	84	0	0
20 to 25	35	48	83	0	0	0	0	83	0	0
26 to 29	35	22	57	0	0	0	0	57	0	0
30 to 39	115	129	244	0	0	0	0	244	0	0
40 to 49	174	169	343	0	0	0	0	343	0	0
50 to 59	171	234	405	0	0	0	0	405	0	0
60 to 64	94	109	203	0	0	0	0	203	0	0
65 and Older	30	55	85	0	0	0	0	85	0	0
Totals	701	803	1504	0	0	0	0	1504	0	0
Average Age	44.79	46.94	45.94	0.00	0.00	0.00	0.00	45.94	0.00	0.00

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 8/31/2024	Employee	Spouse	Dependent
Adventhealth Deland	101	\$191,767	0 to 19	\$3,203	\$0	\$0
Halifax Hospital Medical	28	\$143,184	20 to 25	\$27,316	\$0	\$0
Adventhealth Fish	107	\$131,715	26 to 29	\$42,488	\$0	\$0
Medical Center Of Deltona	26	\$81,609	30 to 39	\$117,813	\$0	\$0
Deland Dialysis	81	\$81,372	40 to 49	\$254,709	\$0	\$0
Florida Cancer Specialists	93	\$43,607	50 to 59	\$340,858	\$0	\$0
PHPTS Of Ormond Beach	21	\$33,841	60 to 64	\$161,411	\$0	\$0
Quest Diagnostics Tampa	456	\$31,673	65 and Older	\$101,649	\$0	\$0
06 Radiology Associates	241	\$27,969	Totals	\$1,049,448	\$0	\$0
Quest Diagnostics Nichols	94	\$19,290				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
October 23	\$598,474	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
November 23	\$486,358	Medical	\$22,672	43	\$974,896
December 23	\$460,092	Dental	\$0	10	\$0
January 24	\$743,884	Vision	\$0	12	\$0
February 24	\$473,664	RX	\$4	49	\$196
March 24	\$840,187	Total:			\$975,092
April 24	\$767,579				
May 24	\$955,619				
June 24	\$763,128				
July 24	\$745,450				
August 24	\$1,049,448				
Total:	\$7,883,882				



Executive Summary for 00532

Client: West Volusia Hospital Authority
Paid Dates: 8/1/2024 to 8/31/2024
Location: All
Department: All
Benefit Plan: All
TIN: All

Benefit Analysis								
Benefit Category	Line Counts	Charges	Disallowed	Allowed	Member	Adjustments	Plan Paid	% of Total
ANESTHESIA	61	\$58,347	\$49,178	\$9,169	\$0	\$0	\$9,169	0.87%
CHIROPRACTIC	14	\$919	\$504	\$414	\$60	\$0	\$354	0.03%
DIALYSIS	143	\$2,765,061	\$2,669,582	\$95,479	\$0	\$0	\$95,479	9.10%
DME/APPLIANCE	4	\$2,262	\$2,262	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	705	\$2,601,804	\$2,275,043	\$326,761	\$5,781	\$0	\$320,980	30.59%
INELIGIBLE	522	\$641,402	\$641,235	\$168	\$0	\$0	\$168	0.02%
INPATIENT PHYS	265	\$70,239	\$52,954	\$17,285	\$0	\$0	\$17,285	1.65%
IP HOSP CHARGES	37	\$929,640	\$784,221	\$145,419	\$750	\$0	\$144,669	13.79%
MATERNITY	5	\$9,000	\$9,000	\$0	\$0	\$0	\$0	0.00%
MEDICAL MISC	22	\$1,562	\$1,125	\$437	\$60	\$0	\$377	0.04%
OFFICE VISIT	974	\$145,296	\$88,669	\$56,627	\$4,430	\$0	\$52,197	4.97%
OP PHYSICIAN	190	\$72,761	\$54,234	\$18,527	\$167	\$0	\$18,359	1.75%
OTHER	253	\$5,500	\$5,500	\$0	\$0	-\$8,197	\$8,197	0.78%
OUTPAT HOSP	27	\$100,493	\$77,963	\$22,530	\$475	\$0	\$22,055	2.10%
PSYCHIATRIC	153	\$83,561	\$50,331	\$33,230	\$695	\$0	\$32,535	3.10%
RADIATION /CHEMO	46	\$118,542	\$77,726	\$40,816	\$0	\$0	\$40,816	3.89%
SLEEP DISORDER	5	\$388	\$388	\$0	\$0	\$0	\$0	0.00%
SUBS ABUSE	14	\$107,179	\$82,574	\$24,606	\$0	\$0	\$24,606	2.34%
SURG FACILITY	75	\$488,570	\$403,950	\$84,620	\$1,525	\$0	\$83,095	7.92%
SURGERY	240	\$46,243	\$31,934	\$14,308	\$0	\$0	\$14,308	1.36%
SURGERY IP	13	\$32,980	\$29,741	\$3,239	\$0	\$0	\$3,239	0.31%
SURGERY OP	42	\$48,604	\$34,966	\$13,638	\$25	\$0	\$13,613	1.30%
THERAPY	577	\$59,488	\$40,568	\$18,920	\$1,530	\$0	\$17,390	1.66%
URGENT CARE	20	\$7,250	\$6,022	\$1,228	\$275	\$0	\$953	0.09%
VISION	1	\$229	\$229	\$0	\$0	\$0	\$0	0.00%
WELLNESS	1165	\$92,224	\$74,020	\$18,204	\$0	\$0	\$18,204	1.73%
XRAY/ LAB	4402	\$684,855	\$572,466	\$112,389	\$988	\$0	\$111,402	10.62%
Totals:	9975	\$9,174,398	\$8,116,386	\$1,058,012	\$16,761	-\$8,197	\$1,049,448	



Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

10/1/2023 to 8/31/2024

Benefit Plan: All

Location:

All

TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	81095		Charges	\$72,314,336	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$64,305,964	Addl Info Not Provided	-\$853,204	-1.18%
Medical	\$7,882,715	\$476	Allowed	\$8,008,372	Duplicate Charges	\$2,772,237	3.83%
Professional	\$3,098,353	\$187	less Member	\$123,145	Plan Limitations	\$17,936,545	24.80%
Facility	\$4,784,362	\$289	less Adjustments	\$1,345	Cost Savings	\$43,997,687	60.84%
PBM	\$1,168	\$0	Paid Benefit	\$7,883,882	UCR Reductions	\$9,136	0.01%
Vision	\$0	\$0	plus Admin Costs	\$3,364,517	Other	\$443,564	0.61%
Dental	\$0	\$0	Total Plan Paid:	\$11,248,400	Total:	\$64,305,964	88.93%
Total Plan Paid:	\$7,883,882	\$477					

Census										
Census Date:	Male	Female	Total	Male	Female	Male	Female	Total	Total	Total
8/31/2024	Emp	Emp	Employees	Spouse	Spouse	Dep	Dep	Medical	Dental	Vision
0 to 19	47	37	84	0	0	0	0	84	0	0
20 to 25	35	48	83	0	0	0	0	83	0	0
26 to 29	35	22	57	0	0	0	0	57	0	0
30 to 39	115	129	244	0	0	0	0	244	0	0
40 to 49	174	169	343	0	0	0	0	343	0	0
50 to 59	171	234	405	0	0	0	0	405	0	0
60 to 64	94	109	203	0	0	0	0	203	0	0
65 and Older	30	55	85	0	0	0	0	85	0	0
Totals	701	803	1504	0	0	0	0	1504	0	0
Average Age	44.79	46.94	45.94	0.00	0.00	0.00	0.00	45.94	0.00	0.00

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 8/31/2024	Employee	Spouse	Dependent
Halifax Hospital Medical	173	\$1,116,004	0 to 19	\$63,735	\$0	\$0
Adventhealth Deland	877	\$1,115,435	20 to 25	\$137,887	\$0	\$0
Adventhealth Fish	855	\$918,241	26 to 29	\$251,227	\$0	\$0
Medical Center Of Deltona	258	\$842,942	30 to 39	\$746,711	\$0	\$0
Florida Cancer Specialists	1019	\$533,225	40 to 49	\$1,387,811	\$0	\$0
Deland Dialysis	537	\$425,694	50 to 59	\$3,213,223	\$0	\$0
Quest Diagnostics Tampa	3923	\$250,214	60 to 64	\$1,486,762	\$0	\$0
06 Radiology Associates	1451	\$162,850	65 and Older	\$596,528	\$0	\$0
Wellness Avenue Surgery	266	\$139,694	Totals	\$7,883,882	\$0	\$0
Quest Diagnostics Nichols	794	\$138,955				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
October 23	\$598,474	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
November 23	\$486,358	Medical	\$22,672	43	\$974,896
December 23	\$460,092	Dental	\$0	10	\$0
January 24	\$743,884	Vision	\$0	12	\$0
February 24	\$473,664	RX	\$4	49	\$196
March 24	\$840,187	Total:			\$975,092
April 24	\$767,579				
May 24	\$955,619				
June 24	\$763,128				
July 24	\$745,450				
August 24	\$1,049,448				
Total:	\$7,883,882				



Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

10/1/2023 to 8/31/2024

Benefit Plan: All

Location:

All

TIN: All

Benefit Analysis								
Benefit Category	Line Counts	Charges	Disallowed	Allowed	Member	Adjustments	Plan Paid	% of Total
ALLERGY CARE	2	\$1,200	\$835	\$365	\$0	\$0	\$365	0.00%
AMBULANCE	36	\$36,508	\$36,508	\$0	\$0	\$0	\$0	0.00%
ANESTHESIA	669	\$822,795	\$677,666	\$145,129	\$0	\$0	\$145,129	1.84%
CHIROPRACTIC	157	\$8,691	\$5,317	\$3,374	\$740	\$0	\$2,634	0.03%
COVID-19	87	\$6,293	\$6,293	\$0	\$0	\$0	\$0	0.00%
DIALYSIS	885	\$15,391,170	\$14,893,175	\$497,995	\$0	\$0	\$497,995	6.32%
DME/APPLIANCE	89	\$57,485	\$57,485	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	4736	\$10,825,174	\$9,635,359	\$1,189,815	\$33,052	\$0	\$1,156,763	14.67%
HOME HEALTH CARE	4	\$1,866	\$1,815	\$51	\$0	\$0	\$51	0.00%
HOSPICE CARE	5	-\$23,405	-\$23,405	\$0	\$0	\$0	\$0	0.00%
INELIGIBLE	4342	\$5,187,480	\$5,187,174	\$306	\$0	\$0	\$306	0.00%
INPATIENT PHYS	3035	\$790,413	\$585,481	\$204,931	\$0	\$0	\$204,931	2.60%
IP HOSP CHARGES	608	\$18,363,654	\$16,447,758	\$1,915,896	\$9,250	\$0	\$1,906,646	24.18%
MATERNITY	26	\$54,000	\$54,000	\$0	\$0	\$0	\$0	0.00%
MEDICAL MISC	148	\$19,936	\$17,850	\$2,086	\$276	\$0	\$1,810	0.02%
OFFICE VISIT	8000	\$1,200,468	\$728,059	\$472,409	\$37,800	\$0	\$434,609	5.51%
OP PHYSICIAN	2391	\$1,024,178	\$846,909	\$177,269	\$3,723	\$0	\$173,546	2.20%
OTHER	2062	\$19,571	\$19,048	\$523	\$10	\$1,345	-\$832	-0.01%
OUTPAT HOSP	259	\$326,950	\$256,788	\$70,162	\$2,239	\$0	\$67,923	0.86%
PSYCHIATRIC	1107	\$325,114	\$185,567	\$139,547	\$4,406	\$0	\$135,141	1.71%
RADIATION /CHEMO	652	\$1,730,984	\$1,265,003	\$465,981	\$43	\$0	\$465,938	5.91%
REHAB	2	\$66,692	\$58,577	\$8,115	\$0	\$0	\$8,115	0.10%
SLEEP DISORDER	10	\$1,790	\$1,790	\$0	\$0	\$0	\$0	0.00%
SUBS ABUSE	73	\$873,889	\$746,045	\$127,844	\$5	\$0	\$127,839	1.62%
SURG FACILITY	879	\$6,483,719	\$5,362,387	\$1,121,331	\$13,525	\$0	\$1,107,806	14.05%
SURGERY	2045	\$437,248	\$347,766	\$89,482	\$0	\$0	\$89,482	1.13%
SURGERY IP	229	\$491,965	\$401,845	\$90,120	\$0	\$0	\$90,120	1.14%
SURGERY OP	366	\$505,891	\$401,082	\$104,809	\$25	\$0	\$104,784	1.33%
THERAPY	3480	\$397,936	\$286,526	\$111,410	\$8,940	\$0	\$102,470	1.30%
URGENT CARE	85	\$27,852	\$21,333	\$6,519	\$1,450	\$0	\$5,069	0.06%
VISION	8	\$1,032	\$1,032	\$0	\$0	\$0	\$0	0.00%
WELLNESS	7066	\$656,469	\$514,019	\$142,449	\$4	\$0	\$142,445	1.81%
XRAY/ LAB	39346	\$6,199,330	\$5,278,876	\$920,454	\$7,656	\$0	\$912,798	11.58%
Totals:	82889	\$72,314,336	\$64,305,964	\$8,008,372	\$123,145	\$1,345	\$7,883,882	



PCORI Membership Count

Block of Business ID: EBMSI
Client ID: 00532

Eligibility Date: : 1/1/2024 to 8/31/2024

Month-Year	Employee Count	Dependent Count	Total Member
00532-West Volusia Hospital Authority			
1/1/2024	1445	0	1445
2/1/2024	1454	0	1454
3/1/2024	1489	0	1489
4/1/2024	1508	0	1508
5/1/2024	1539	0	1539
6/1/2024	1567	0	1567
7/1/2024	1594	0	1594
8/1/2024	1562	0	1562
Total Member Days			1,519.75



Enrollment Counts by City and State

Block of Business ID:
Client ID:

EBMSI
00532

As Of Date: 8/31/2024

City, State	Employee Count	Dependent Count	Total Count
Astor, FL	2	0	2
Barberville, FL	1	0	1
De Leon Springs, FL	110	0	110
Debary, FL	37	0	37
Deland, FL	715	0	715
Deltona, FL	390	0	390
Enterprise, FL	1	0	1
Lake Helen, FL	13	0	13
Orange City, FL	99	0	99
Osteen, FL	7	0	7
Pierson, FL	92	0	92
Seville, FL	37	0	37
Total	1504	0	1504



Tier Census by Product 8/1/2024

Block of Business ID: EBMSI
Client ID: 00532
Status: A,C,NC,R,V

Products: MM,DE,VI

00532 : West Volusia Hospital Authority

Medical	Status	Coverage Level	Total Members	Male Members	Female Members	Male Spouses	Female Spouses	Male Dependents	Female Dependents	Total Enrolled
	Active	Employee Only	1488	695	793	0	0	0	0	1488
		Subtotal for Active:	1488	695	793	0	0	0	0	1488
		Total for Medical:	1488	695	793	0	0	0	0	1488



Tier Census by Product 8/15/2024

Block of Business ID: EBMSI
Client ID: 00532
Status: A,C,NC,R,V

Products: MM,DE,VI

00532 : West Volusia Hospital Authority

Medical	Status	Coverage Level	Total Members	Male Members	Female Members	Male Spouses	Female Spouses	Male Dependents	Female Dependents	Total Enrolled
	Active	Employee Only	1482	691	791	0	0	0	0	1482
		Subtotal for Active:	1482	691	791	0	0	0	0	1482
		Total for Medical:	1482	691	791	0	0	0	0	1482



Benefit Analysis Summary

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 8/1/2024 to 8/31/2024

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
ANESTHESIA	61	58,347.20	8,004.00	41,173.71	9,169.49	0.00	0.00	9,169.49	0.87%
CHIROPRACTIC	14	918.84	0.00	504.48	414.36	60.00	0.00	354.36	0.03%
DIALYSIS	143	2,765,061.05	309,765.73	2,359,816.32	95,479.00	0.00	0.00	95,479.00	9.10%
DME/APPLIANCE	4	2,262.00	2,262.00	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM...	705	2,601,803.80	573,777.02	1,701,265.97	326,760.81	5,780.80	0.00	320,980.01	30.59%
INELIGIBLE	522	641,402.29	641,167.54	67.03	167.72	0.00	0.00	167.72	0.02%
INPATIENT PHYS	265	70,239.00	24,509.22	28,444.89	17,284.89	0.00	0.00	17,284.89	1.65%
IP HOSP CHARGES	37	929,639.75	235,088.79	549,132.44	145,418.52	750.00	0.00	144,668.52	13.79%
MATERNITY	5	9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
MEDICAL MISC	22	1,562.09	0.09	1,125.34	436.66	60.00	0.00	376.66	0.04%
OFFICE VISIT	974	145,296.41	7,305.80	81,363.24	56,627.37	4,430.00	0.00	52,197.37	4.97%
OP PHYSICIAN	190	72,760.69	6,265.00	47,969.16	18,526.53	167.46	0.00	18,359.07	1.75%
OTHER	287	5,500.00	5,500.00	0.00	0.00	0.00	-8,196.51	8,196.51	0.78%
OUTPAT HOSP	27	100,493.25	5,401.10	72,562.28	22,529.87	475.00	0.00	22,054.87	2.10%
PSYCHIATRIC	153	83,560.53	1,932.84	48,397.75	33,229.94	695.00	0.00	32,534.94	3.10%
RADIATION /CHEMO	46	118,541.94	0.00	77,726.30	40,815.64	0.00	0.00	40,815.64	3.89%
SLEEP DISORDER	5	388.23	388.23	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	14	107,179.00	53,466.00	29,107.50	24,605.50	0.00	0.00	24,605.50	2.34%
SURG FACILITY	75	488,570.27	1,864.02	402,085.98	84,620.27	1,525.00	0.00	83,095.27	7.92%
SURGERY	240	46,242.50	1,782.00	30,152.16	14,308.34	0.00	0.00	14,308.34	1.36%
SURGERY IP	13	32,979.50	24,103.50	5,637.17	3,238.83	0.00	0.00	3,238.83	0.31%
SURGERY OP	42	48,604.08	1,493.00	33,473.42	13,637.66	25.00	0.00	13,612.66	1.30%
THERAPY	577	59,488.07	8,109.00	32,459.33	18,919.74	1,530.00	0.00	17,389.74	1.66%
URGENT CARE	20	7,250.00	2,972.00	3,050.18	1,227.82	275.00	0.00	952.82	0.09%
VISION	1	229.00	229.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	1165	92,224.00	1,109.13	72,910.70	18,204.17	0.00	0.00	18,204.17	1.73%
XRAY/ LAB	4402	684,854.67	49,970.54	522,495.03	112,389.10	987.50	0.00	111,401.60	10.62%
Totals for 00532	10009	9,174,398.16	1,975,465.55	6,140,920.38	1,058,012.23	16,760.76	-8,196.51	1,049,447.98	



Benefit Analysis Summary

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 10/1/2023 to 8/31/2024

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
ALLERGY CARE	2	1,200.00	0.00	835.08	364.92	0.00	0.00	364.92	0.00%
AMBULANCE	36	36,507.90	36,507.90	0.00	0.00	0.00	0.00	0.00	0.00%
ANESTHESIA	669	822,794.58	132,294.28	545,371.40	145,128.90	0.00	0.00	145,128.90	1.84%
CHIROPRACTIC	157	8,691.32	1,600.28	3,717.06	3,373.98	740.00	0.00	2,633.98	0.03%
COVID-19	87	6,292.95	6,292.95	0.00	0.00	0.00	0.00	0.00	0.00%
DIALYSIS	885	15,391,169.98	2,953,022.88	11,940,152.49	497,994.61	0.00	0.00	497,994.61	6.32%
DME/APPLIANCE	89	57,485.45	57,485.45	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM...	4736	10,825,173.72	2,058,202.27	7,577,156.64	1,189,814.81	33,052.06	0.00	1,156,762.75	14.67%
HOME HEALTH CARE	4	1,866.06	1,794.06	20.57	51.43	0.00	0.00	51.43	0.00%
HOSPICE CARE	5	-23,405.21	-23,405.21	0.00	0.00	0.00	0.00	0.00	0.00%
INELIGIBLE	4342	5,187,480.00	5,186,333.60	840.04	306.36	0.00	0.00	306.36	0.00%
INPATIENT PHYS	3035	790,412.85	264,883.10	320,598.26	204,931.49	0.00	0.00	204,931.49	2.60%
IP HOSP CHARGES	608	18,363,653.86	5,632,975.11	10,814,782.91	1,915,895.84	9,250.00	0.00	1,906,645.84	24.18%
MATERNITY	26	54,000.00	54,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
MEDICAL MISC	148	19,936.36	5,163.36	12,686.67	2,086.33	276.04	0.00	1,810.29	0.02%
OFFICE VISIT	8000	1,200,467.77	92,946.41	635,112.78	472,408.58	37,800.00	0.00	434,608.58	5.51%
OP PHYSICIAN	2391	1,024,178.39	132,737.84	714,171.65	177,268.90	3,722.70	0.00	173,546.20	2.20%
OTHER	2294	19,571.00	13,667.00	5,380.74	523.26	10.00	1,410.58	-897.32	-0.01%
OUTPAT HOSP	259	326,949.82	22,856.59	233,931.48	70,161.75	2,238.78	0.00	67,922.97	0.86%
PSYCHIATRIC	1107	325,114.18	91,201.46	94,365.37	139,547.35	4,406.00	0.00	135,141.35	1.71%
RADIATION /CHEMO	652	1,730,983.60	133,992.10	1,131,010.56	465,980.94	43.31	0.00	465,937.63	5.91%
REHAB	2	66,692.00	0.00	58,576.53	8,115.47	0.00	0.00	8,115.47	0.10%
SLEEP DISORDER	10	1,790.31	1,790.31	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	73	873,888.87	553,973.20	192,071.43	127,844.24	5.00	0.00	127,839.24	1.62%
SURG FACILITY	879	6,483,718.65	730,460.95	4,631,926.21	1,121,331.49	13,525.00	0.00	1,107,806.49	14.05%
SURGERY	2045	437,248.03	32,512.57	315,253.75	89,481.71	0.00	0.00	89,481.71	1.14%
SURGERY IP	229	491,964.50	137,215.52	264,629.41	90,119.57	0.00	0.00	90,119.57	1.14%
SURGERY OP	366	505,890.95	21,629.96	379,452.18	104,808.81	25.00	0.00	104,783.81	1.33%
THERAPY	3480	397,935.86	80,410.30	206,116.03	111,409.53	8,940.00	0.00	102,469.53	1.30%
URGENT CARE	85	27,851.81	6,234.81	15,098.43	6,518.57	1,450.00	0.00	5,068.57	0.06%
VISION	8	1,032.00	1,032.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	7066	656,468.62	16,659.52	497,359.96	142,449.14	4.48	0.00	142,444.66	1.81%
XRAY/ LAB	39346	6,199,330.29	845,685.77	4,433,190.08	920,454.44	7,656.18	0.00	912,798.26	11.58%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 06:13:45 on 01 September 2024



Benefit Analysis Summary

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 10/1/2023 to 8/31/2024

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
Totals for 00532	83121	72,314,336.47	19,282,156.34	45,023,807.71	8,008,372.42	123,144.55	1,410.58	7,883,817.29	



Summary of Claims Paid By Location

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 8/1/2024 to 8/31/2024

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
00532-West Volusia Hospital Authority							
miCareDeLand	2113	623,511.34	0.00	0.00	0.00	0.00	623,511.34
miCareDelton	1679	389,038.81	0.00	0.00	0.00	0.00	389,038.81
miCarePierse	172	36,897.83	0.00	0.00	0.00	0.00	36,897.83
N/A	31	0.00	0.00	0.00	0.00	0.00	0.00
00532 Totals:	3995	1,049,447.98	0.00	0.00	0.00	0.00	1,049,447.98



Summary of Claims Paid By Location

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 10/1/2023 to 8/31/2024

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
00532-West Volusia Hospital Authority							
DeLand	4	0.00	0.00	0.00	0.00	0.00	0.00
Deltona	1	0.00	0.00	0.00	0.00	0.00	0.00
miCareDeLand	18418	4,268,372.18	0.00	0.00	1,167.78	0.00	4,269,539.96
miCareDelton	14207	3,363,250.09	0.00	0.00	0.00	0.00	3,363,250.09
miCarePierse	1275	251,092.40	0.00	0.00	0.00	0.00	251,092.40
N/A	280	0.00	0.00	0.00	0.00	0.00	0.00
00532 Totals:	34185	7,882,714.67	0.00	0.00	1,167.78	0.00	7,883,882.45



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 8/1/2024 to 8/31/2024

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	647	0.00	0.00	0.00	0.00	0.00	0.00



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 10/1/2023 to 8/31/2024

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	5493	0.00	0.00	0.00	0.00	0.00	0.00

CLAIMS PAID BY MONTH

Paid Date: 10/1/23 to 8/31/24

Location Name	Month	Hospital	Laboratory	PCP	Specialty	Facility Physician	Total Claims Count	Total Paid Claims	Total Fixed Costs	Employee Count	PEPM Cost/Employee	Hospital PEPM	Lab PEPM	PCP PEPM	Specialty PEPM	Facility PEPM
00532 - West Volusia Hospital Authority																
DeLand	03-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DeLand	04-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deltona	05-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
miCareDeLand	10-2023	\$91,816.35	\$13,613.00	\$0.00	\$124,891.59	\$0.00	1532	\$230,320.94	\$0.00	852	\$270.33	\$107.77	\$15.98	\$0.00	\$146.59	\$0.00
miCareDeLand	11-2023	\$103,725.42	\$16,686.73	\$0.00	\$141,229.30	\$0.00	1683	\$261,641.45	\$0.00	860	\$304.23	\$120.61	\$19.40	\$0.00	\$164.22	\$0.00
miCareDeLand	12-2023	\$175,720.86	\$13,167.09	\$0.00	\$114,600.83	\$0.00	1275	\$303,488.78	\$0.00	851	\$356.63	\$206.49	\$15.47	\$0.00	\$134.67	\$0.00
miCareDeLand	01-2024	\$243,901.78	\$24,175.34	\$0.00	\$176,646.00	\$0.00	1967	\$444,723.12	\$0.00	881	\$504.79	\$276.85	\$27.44	\$0.00	\$200.51	\$0.00
miCareDeLand	02-2024	\$71,806.12	\$22,274.00	\$0.00	\$99,965.61	\$0.00	1425	\$194,045.73	\$0.00	889	\$218.27	\$80.77	\$25.06	\$0.00	\$112.45	\$0.00
miCareDeLand	03-2024	\$241,567.35	\$26,119.63	\$0.00	\$119,295.43	\$0.00	1349	\$386,982.41	\$0.00	918	\$421.55	\$263.15	\$28.45	\$0.00	\$129.95	\$0.00
miCareDeLand	04-2024	\$257,898.22	\$26,472.69	\$0.00	\$135,313.75	\$0.00	1459	\$419,684.66	\$0.00	940	\$446.47	\$274.36	\$28.16	\$0.00	\$143.95	\$0.00
miCareDeLand	05-2024	\$286,930.01	\$23,148.41	\$0.00	\$220,730.33	\$0.00	1804	\$530,808.75	\$0.00	941	\$564.09	\$304.92	\$24.60	\$0.00	\$234.57	\$0.00
miCareDeLand	06-2024	\$236,768.10	\$30,058.05	\$0.00	\$185,797.14	\$0.00	1845	\$452,623.29	\$0.00	951	\$475.94	\$248.97	\$31.61	\$0.00	\$195.37	\$0.00
miCareDeLand	07-2024	\$200,022.86	\$25,988.90	\$0.00	\$193,121.61	\$0.00	1836	\$419,133.37	\$0.00	971	\$431.65	\$206.00	\$26.77	\$0.00	\$198.89	\$0.00
miCareDeLand	08-2024	\$364,504.17	\$32,143.51	\$2,328.38	\$224,535.28	\$0.00	2082	\$623,511.34	\$0.00	950	\$656.33	\$383.69	\$33.84	\$2.45	\$236.35	\$0.00
	Subtotal:	\$2,274,661.24	\$253,847.35	\$2,328.38	\$1,736,126.87	\$0.00	18257	\$4,266,963.84	\$0.00	10004	\$426.53	\$227.38	\$25.37	\$0.23	\$173.54	\$0.00
miCareDelton	10-2023	\$240,491.90	\$15,991.46	\$0.00	\$99,201.08	\$0.00	1115	\$355,684.44	\$0.00	514	\$691.99	\$467.88	\$31.11	\$0.00	\$193.00	\$0.00
miCareDelton	11-2023	\$65,021.78	\$10,271.43	\$0.00	\$122,627.30	\$0.00	1052	\$197,920.51	\$0.00	510	\$388.08	\$127.49	\$20.14	\$0.00	\$240.45	\$0.00
miCareDelton	12-2023	\$71,875.83	\$8,055.61	\$0.00	\$61,840.26	\$0.00	945	\$141,771.70	\$0.00	508	\$279.08	\$141.49	\$15.86	\$0.00	\$121.73	\$0.00
miCareDelton	01-2024	\$117,945.03	\$16,983.57	\$0.00	\$150,796.76	\$0.00	1455	\$285,725.36	\$0.00	498	\$573.75	\$236.84	\$34.10	\$0.00	\$302.80	\$0.00
miCareDelton	02-2024	\$96,426.24	\$16,099.63	\$0.00	\$130,012.33	\$0.00	1239	\$242,538.20	\$0.00	499	\$486.05	\$193.24	\$32.26	\$0.00	\$260.55	\$0.00
miCareDelton	03-2024	\$302,299.51	\$19,039.70	\$0.00	\$103,823.64	\$0.00	1071	\$425,162.85	\$0.00	505	\$841.91	\$598.61	\$37.70	\$0.00	\$205.59	\$0.00
miCareDelton	04-2024	\$146,279.01	\$17,121.37	\$0.00	\$176,797.27	\$0.00	1061	\$340,197.65	\$0.00	504	\$675.00	\$290.24	\$33.97	\$0.00	\$350.79	\$0.00
miCareDelton	05-2024	\$285,489.67	\$12,999.56	\$0.00	\$105,659.78	\$0.00	1489	\$404,149.01	\$0.00	532	\$759.68	\$536.63	\$24.44	\$0.00	\$198.61	\$0.00
miCareDelton	06-2024	\$121,300.26	\$17,088.60	\$0.00	\$146,193.85	\$0.00	1513	\$284,582.71	\$0.00	551	\$516.48	\$220.15	\$31.01	\$0.00	\$265.32	\$0.00
miCareDelton	07-2024	\$197,924.04	\$12,312.25	\$0.00	\$86,242.56	\$0.00	1474	\$296,478.85	\$0.00	559	\$530.37	\$354.07	\$22.03	\$0.00	\$154.28	\$0.00
miCareDelton	08-2024	\$228,904.33	\$22,432.41	\$0.00	\$137,651.48	\$0.00	1656	\$388,988.22	\$0.00	546	\$712.43	\$419.24	\$41.09	\$0.00	\$252.11	\$0.00
	Subtotal:	\$1,873,957.60	\$168,395.59	\$0.00	\$1,320,846.31	\$0.00	14070	\$3,363,199.50	\$0.00	5726	\$587.36	\$327.27	\$29.41	\$0.00	\$230.68	\$0.00
miCarePierse	10-2023	\$818.41	\$2,657.79	\$0.00	\$8,992.74	\$0.00	101	\$12,468.94	\$0.00	71	\$175.62	\$11.53	\$37.43	\$0.00	\$126.66	\$0.00
miCarePierse	11-2023	\$14,410.74	\$1,318.11	\$0.00	\$9,658.89	\$0.00	116	\$25,387.74	\$0.00	69	\$367.94	\$208.85	\$19.10	\$0.00	\$139.98	\$0.00
miCarePierse	12-2023	\$3,296.82	\$1,053.55	\$0.00	\$9,312.94	\$0.00	93	\$13,663.31	\$0.00	65	\$210.20	\$50.72	\$16.21	\$0.00	\$143.28	\$0.00
miCarePierse	01-2024	\$5,225.70	\$2,055.00	\$0.00	\$6,154.71	\$0.00	124	\$13,435.41	\$0.00	66	\$203.57	\$79.18	\$31.14	\$0.00	\$93.25	\$0.00
miCarePierse	02-2024	\$20,676.75	\$2,033.97	\$0.00	\$14,369.69	\$0.00	125	\$37,080.41	\$0.00	66	\$561.82	\$313.28	\$30.82	\$0.00	\$217.72	\$0.00
miCarePierse	03-2024	\$17,087.07	\$1,344.64	\$0.00	\$9,609.95	\$0.00	76	\$28,041.66	\$0.00	67	\$418.53	\$255.03	\$20.07	\$0.00	\$143.43	\$0.00
miCarePierse	04-2024	\$2,653.34	\$2,037.08	\$0.00	\$3,005.99	\$0.00	56	\$7,696.41	\$0.00	65	\$118.41	\$40.82	\$31.34	\$0.00	\$46.25	\$0.00
miCarePierse	05-2024	\$3,144.73	\$749.77	\$0.00	\$16,766.86	\$0.00	104	\$20,661.36	\$0.00	66	\$313.05	\$47.65	\$11.36	\$0.00	\$254.04	\$0.00
miCarePierse	06-2024	\$8,731.45	\$2,993.96	\$0.00	\$14,196.30	\$0.00	139	\$25,921.71	\$0.00	65	\$398.80	\$134.33	\$46.06	\$0.00	\$218.40	\$0.00
miCarePierse	07-2024	\$10,578.28	\$1,359.43	\$0.00	\$17,899.91	\$0.00	163	\$29,837.62	\$0.00	65	\$459.04	\$162.74	\$20.91	\$0.00	\$275.38	\$0.00
miCarePierse	08-2024	\$10,805.24	\$2,788.15	\$0.00	\$23,304.44	\$0.00	172	\$36,897.83	\$0.00	66	\$559.06	\$163.72	\$42.24	\$0.00	\$353.10	\$0.00
	Subtotal:	\$97,428.53	\$20,391.45	\$0.00	\$133,272.42	\$0.00	1269	\$251,092.40	\$0.00	731	\$343.49	\$133.28	\$27.90	\$0.00	\$182.32	\$0.00
N/A	10-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	58	\$0.00	\$294,578.05	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	11-2023	\$1,408.34	\$0.00	\$0.00	\$0.00	\$0.00	40	\$1,408.34	\$314,356.68	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	12-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	17	\$0.00	\$318,022.05	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	01-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	\$275,272.53	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	02-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12	\$0.00	\$274,436.64	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	03-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	9	\$0.00	\$274,969.04	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	04-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	25	\$0.00	\$293,619.68	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	05-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	29	\$0.00	\$327,177.17	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	06-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8	\$0.00	\$256,704.91	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	07-2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	42	\$0.00	\$270,849.12	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	08-2024	\$0.00	\$0.00	\$0.00	\$50.59	\$0.00	32	\$50.59	\$464,531.51	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$1,408.34	\$0.00	\$0.00	\$50.59	\$0.00	278	\$1,458.93	\$3,364,517.38	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:		\$4,247,455.71	\$442,634.39	\$2,328.38	\$3,190,296.19	\$0.00	33879	\$7,882,714.67	\$3,364,517.38	16461	\$683.27	\$258.03	\$26.89	\$0.14	\$193.81	\$0.00

Parameters

Beginning Location:

Ending Location:

Paid Date: 10/1/2023-8/31/2024

Reporting Period: CLIENTYTD

Location: 000-zzzzz

** Census Count Comments: Membership is counted per location, per department,



WVHA miCare Clinic Deland and Deltona

August 2024 Report

miCare Utilization

Deland	Total Available Hours	Total Utilized Hours	% Of Total Available Hours
2024	253	231	91%

Deltona	Total Available Hours	Total Utilized Hours	% Of Total Available Hours
2024	176	145	82%

	Total Available Hours	Total Utilized Hours	% Of Total Available Hours
2024	429	376	88%

Total Utilized Hours: Total time that has been scheduled (including “no-shows” since this time was unavailable for other members to schedule an appointment)

Key Insights:

- The Utilization measures Physician Assistant/Nurse Practitioner time available to provide direct patient care.
- The Utilization measures the clinician’s scheduled availability to the amount of time used to meet patient appointments.
- Between the two clinics 88% of the available clinician capacity was used for scheduled appointments; 12% of clinician time was available for walk-ins and other patient care activities.
- “No Shows” is where patients didn’t attend their scheduled clinic appointment.
 - DeLand - 9%
 - Deltona - 8%

Such no shows create systematic “waste” since this scheduled appointment slot was not available to other health card members.

- Administrative Time (chart reviews, medication follow-ups, referrals, provider-to-provider communication; etc.) represents approx. 2% of total capacity and is in line with industry standard for this type of patient care model.



Visit Type Utilization

WVHA miCare Clinic Total Visits for DeLand			
Clinic Services	Number of visits	%	Notes
Total Provider visits	414	%	Schedulable patient activities
Total Labs	213	%	Schedulable patient activities
Total Nurse Visits	9	%	Schedulable patient activities
Total medication pick-up	348		Don't have a visit type and are not scheduled appointments
Total PAP med pick-up	24		Don't have a visit type and are not scheduled appointments
Total Visits	1,018		

DeLand

- There was a total of 636 clinic visits at the DeLand clinic in August plus 348 medication pick-ups and an additional 24 med pick-ups from the PAP program
- Of the 636 clinic visits, 36 were phone visits
- There were 43. **new patients** that established care at the DeLand clinic last month
- There were 70 **Physicals** in August – Male/Female Wellness – Established Patients

WVHA miCare Clinic Total Visits for Deltona			
Clinic Services	Number of visits	%	Notes
Total Provider visits	274	43%	Schedulable patient activities
Total Labs	104	21%	Schedulable patient activities
Total Nurse Visits	10	2%	Schedulable patient activities
Total medication pick-up	240		Don't have a visit type and are not scheduled appointments
Total PAP med pick-up	15		Don't have a visit type and are not scheduled appointments
Total Visits	643		

Deltona

- There was a total of 388 clinic visits at the Deltona clinic in August plus 240 medication pick-ups from Deltona as well as 15 med pick-ups from the PAP program
- Of the 388 visits, 48 were phone visits
- There were 18 **new patients** that established care at the Deltona clinic last month
- There were 33 **Physicals** in August – Male/Female Wellness – Established Patients



miCare Member Migration

August 2024

	Total Unique Patients with Appointments	Total Eligible Membership	Penetration of Membership (%)
DeLand	507	1,528	33.18%
Deltona	319	1,528	20.87%

*The data above represents unique members who have completed clinic visits or lab appointments. Several health card members have had multiple encounters for the month.

PAP (Pharmacy Assistance Program)- WVHA Health Card Members

- The data below demonstrates pharmacy cost avoided for the WVHA for prescribed branded medications.
- WVHA health card members can qualify for manufacturer discounts and the ability to receive prescription branded medications with no out of pocket expense to health card members

	August 2024	
PAP Summary 8/1/2024- 8/31/2024		
Application Approved	347	\$175,728
Application Pending Approval	4	\$1,494
Application Started but Not Submitted	8	\$4,792
Totals	359	\$182,014
	(Active Applications)	Monthly Savings for August

Key Insights:

- 588 medications were picked up between both sites.
- 39 PAP medications were picked between the two locations.
- 359 patients had applications for pharmacy assistance programs last month.
- WVHA avoided \$182,014 of the cost for branded medication in August.
- Projected annual cost avoided \$2,184,164



The House Next Door

*Serving
Volusia and Flagler Counties*

Administrative Offices
804 North Woodland Blvd.
DeLand, FL 32720
386-734-7571
386-734-0252 (fax)

DeLand Service Center
114 South Alabama Avenue
DeLand, FL 32724
386-738-9169
386-943-8823 (fax)

Flagler Service Center
160 Cypress Point Parkway
Palm Coast, FL 32164
386-738-9169
386-492-7638 (fax)

Deltona WVHA Office
840 Deltona Blvd., Suite K
Deltona, FL 32725
386-232-2055
386-860-6006 (fax)



September 6, 2024

West Volusia Hospital Authority

Monthly Enrollment Report

In the month of August there were 335 client interviews conducted. Of these, 315 appointments were to assist with new applications and 20 to assist with pended applications from June-July.

For the month a total of 294 applications were submitted for verification and enrollment. Of these, all 294 were processed by the end of the month, leaving no rollovers to carry over into September for approval.

Of the 294 that were processed, 233 were approved, 17 denied, and 44 pended.

Currently applications are being processed, approved, and the client enrolled within 7 business days. Current enrollment with EBMS is taking up to 7-14 days to appear active in system.

How did clients hear about hospital program: THND - 228; Halifax or Change Health Care - 30; Florida Health 1; Advent Health – 10; RAAO - 15; Other - 4; CCP -1; SMA - 5

Outreach Efforts:

- Attended West Volusia Community Partners meeting.
- Reached out to all clients due to renew with a reminder phone call as well as the reminder letter.
- Communicating with Partners working together to better service the community
- Meeting with new organizations that can possibly benefit from the Health Card to partner with them.
- Attending Community Events

Respectfully submitted by Chris Booker

visit our website at
www.thehnd.com

WEST VOLUSIA HOSPITAL AUTHORITY

AGENDA MEMO

TO: WVHA Commissioners

FROM: Stacy Tebo, WVHA Administrator

RE: Approval for Gas Plumbing Services, Inc. to Provide Installation and Connections for Commercial Gas Water Heaters and Standby Generator

DATE: September 10, 2024

As part of our agreement with Florida Public Utilities (FPU), we are installing a commercial gas water heater. FPU offers a rebate of up to \$2,500 for the water heater and installation costs. The rebate requires that it be installed by a master plumber with a gas certification. Three quotes were obtained from Modern Plumbing Industries, Inc., Cooper Plumbing Services, Inc., and Gas Plumbing Services, Inc. (GPS). GPS has the best and lowest quote of \$6,630. They were also recommended by the generator company and FPU. GPS will be paid by FPU directly for the meter set, and this is why there is no charge on the quote.

We will be replacing two electric water heaters with two new commercial exterior gas water heaters. Replacing the heaters costs less than the installation of a circulating system to connect the front and rear of the clinic, along with the interior plumbing work to create one system instead of the two existing systems. As you are aware, we receive two water bills from the City of DeLand.

Since GPS does work for FPU, they allow them to assign the rebate to the gas plumber and oversee the rebate on the customer's behalf. I do not recommend that we do that since it will cost less for us to purchase the water heaters at Lowe's and submit the documentation for the rebate ourselves. As you can see from the higher attached GPS estimate of \$7,080, they are increasing the price for the ease of us not having to do any paperwork and them fronting the rebate.

Both Lowe's and Home Depot are selling the same water heater for \$1,220.51. I will use Lowe's since it states the price is good through 9/30/24. GPS charges \$1,095 for the installation of each water heater. The total cost to purchase two

heaters and installation is \$4,631.02. We will get the rebate for the full amount of \$4,631.02 after I submit the receipts from Lowe's and the GPS invoice. After we get the rebate, the net cost to WVHA is \$4,440 for the work performed by GPS; this includes the underground commercial gas fuel lines to both water heaters and the generator, the connections to the three locations, the installation of both water heaters, and the permitting with the notice of commencement.

The quote notes that GPS does not provide the electrical outlets for the water heaters (needed for the pilot light). An electrician will install the outlets, and this will be done prior to GPS performing the work. As it is a small job, it will be paid by miCare and reimbursed through the normal pass-through monthly billing.

The Architectural Committee in the complex was consulted and has no issue with gas appliances.

The recommended motion is that the Board approve the purchase of two water heaters from Lowe's and the \$6,630 quote from Gas Plumbing Services, Inc. and authorize the Chairs signature on the associated paperwork including the Notice of Commencement.

[Lowe's Credit Center](#)[Order Status](#)[Weekly Ad](#)[Lowe's PRO](#)[DIY & Ideas](#) ▾[My Lists](#)[Notifications](#)[Sign In](#)[Cart](#)

200+ views last week

Rinnai 11 GPM Exterior Commercial 199,000 BTU Natural Gas Tankless Water Heater

Item #1084995 | Model #CU199EN

**\$1,220.51**

~~\$1,582.70~~
Save \$362.19
Ends Sep 30

[Rebates Available](#)

Bill to: West Volusia Hospital Authority
844 W. Plymouth Avenue
Deland, FL 32720

Prepared On 6/28/2024
Proposal No. 14211

Contract pricing valid for 30 days. All prices are subject to adjustment under certain circumstances such as additional homeowner requests, unexpected discrepancies in proposed piping modifications, or updates required to comply with current inspection regulations.

Qty	Description	Total
	*** 844 W. PLYMOUTH AVENUE - DELAND ***	
1	DELIVER AND INSTALL 110 FEET (+/- 10 FT) OF COMMERCIAL UNDERGROUND GAS FUEL LINE FROM METER SET TO GENERATOR AND TWO (2) EXTERIOR TANKLESS WATER HEATER LOCATIONS WITH HARD RISERS	2,955.00
3	COMMERCIAL APPLIANCE CONNECTIONS FOR: GENERATOR AND TWO (2) EXTERIOR TANKLESS WATER HEATER LOCATIONS WITH THREE (3) APPLIANCE REGULATORS	1,075.00
1	MOUNT AND INSTALL RINNAI CU199eN COMMERCIAL EXTERIOR NG TANKLESS WATER HEATER WITH ISOLATION VALVE KIT, UP TO 15' OF HOT AND COLD PLUMBING LINES, PLUMBING CONNECTIONS, CONDENSATION LINE, ELECTRICAL PLUG-IN AND REMOVAL OF EXISTING WATER HEATER - CUSTOMER RESPONSIBLE FOR EXTERIOR ELECTRICAL WHIP / OUTLET	1,095.00
1	MOUNT AND INSTALL RINNAI CU199eN COMMERCIAL EXTERIOR NG TANKLESS WATER HEATER WITH ISOLATION VALVE KIT, UP TO 15' OF HOT AND COLD PLUMBING LINES, PLUMBING CONNECTIONS, CONDENSATION LINE, ELECTRICAL PLUG-IN AND REMOVAL OF EXISTING WATER HEATER - CUSTOMER RESPONSIBLE FOR EXTERIOR ELECTRICAL WHIP / OUTLET	1,095.00
1	COMMERCIAL METER SET AND TURN ON AT 2PSI - FPU PAPERWORK REQUIRED SEPARATELY	0.00
1	COMMERCIAL PERMITTING FEE FOR CITY OF DELAND - INCLUDES FILING FEE FOR NOTICE OF COMMENCEMENT	410.00

Any supplementary work beyond the original agreement will incur extra charges, which will be discussed and approved by the client before commencement. A 15% restocking fee will be levied on any appliances or equipment returned to our warehouse. It is important to note that special orders, custom orders, and permitting fees are non-refundable. By proceeding with this proposal, the customer acknowledges receiving and accepting the terms and conditions outlined by Gas Plumbing Services.

Contract Total \$6,630.00

Date of Approval

Printed Name of Authorized Signature

Signature, Owner or Managing Partner

GAS PLUMBING services, inc.

EST. 2001



386-774-8244

Bill to: West Volusia Hospital Authority
844 W. Plymouth Avenue
Deland, FL 32720

Prepared On 6/28/2024
Proposal No. 14211

Contract pricing valid for 30 days. All prices are subject to adjustment under certain circumstances such as additional homeowner requests, unexpected discrepancies in proposed piping modifications, or updates required to comply with current inspection regulations.

<i>Qty</i>	<i>Description</i>	<i>Total</i>
	*** 844 W. PLYMOUTH AVENUE - DELAND ***	
1	DELIVER AND INSTALL 110 FEET (+/- 10 FT) OF COMMERCIAL UNDERGROUND GAS FUEL LINE FROM METER SET TO GENERATOR AND TWO (2) EXTERIOR TANKLESS WATER HEATER LOCATIONS WITH HARD RISERS	2,955.00
3	COMMERCIAL APPLIANCE CONNECTIONS FOR: GENERATOR AND TWO (2) EXTERIOR TANKLESS WATER HEATER LOCATIONS WITH THREE (3) APPLIANCE REGULATORS	1,075.00
1	DELIVER AND INSTALL RINNAI CU199eN COMMERCIAL EXTERIOR NG TANKLESS WATER HEATER WITH ISOLATION VALVE KIT, UP TO 15' OF HOT AND COLD PLUMBING LINES, PLUMBING CONNECTIONS, CONDENSATION LINE, ELECTRICAL PLUG-IN AND REMOVAL OF EXISTING WATER HEATER - CUSTOMER RESPONSIBLE FOR EXTERIOR ELECTRICAL WHIP / OUTLET	3,995.00
1	COMMERCIAL FPU REBATE SIGNED OVER TO GPS FOR TANKLESS WATER HEATER - PENDING APPROVAL FROM FPUC **	-2,500.00
1	DELIVER AND INSTALL RINNAI CU199eN COMMERCIAL EXTERIOR NG TANKLESS WATER HEATER WITH ISOLATION VALVE KIT, UP TO 15' OF HOT AND COLD PLUMBING LINES, PLUMBING CONNECTIONS, CONDENSATION LINE, ELECTRICAL PLUG-IN AND REMOVAL OF EXISTING WATER HEATER - CUSTOMER RESPONSIBLE FOR EXTERIOR ELECTRICAL WHIP / OUTLET	3,995.00
1	COMMERCIAL FPU REBATE SIGNED OVER TO GPS FOR SECONDARY TANKLESS WATER HEATER - PENDING APPROVAL FROM FPUC **	-2,500.00
1	COMMERCIAL FPU REBATE SIGNED OVER TO GPS FOR SERVICE ACTIVATION - PENDING APPROVAL FROM FPUC **	-350.00
1	COMMERCIAL METER SET AND TURN ON AT 2PSI - FPU PAPERWORK REQUIRED SEPARATELY	0.00

Any supplementary work beyond the original agreement will incur extra charges, which will be discussed and approved by the client before commencement. A 15% restocking fee will be levied on any appliances or equipment returned to our warehouse. It is important to note that special orders, custom orders, and permitting fees are non-refundable. By proceeding with this proposal, the customer acknowledges receiving and accepting the terms and conditions outlined by Gas Plumbing Services.

Contract Total

Date of Approval

Printed Name of Authorized Signature

Signature, Owner or Managing Partner

219 W. Ohio Avenue - Lake Helen, FL 32744

DEDICATED *craftsmanship*
WITH *refined* SERVICE

Bill to: West Volusia Hospital Authority
844 W. Plymouth Avenue
Deland, FL 32720

Prepared On 6/28/2024
Proposal No. 14211

Contract pricing valid for 30 days. All prices are subject to adjustment under certain circumstances such as additional homeowner requests, unexpected discrepancies in proposed piping modifications, or updates required to comply with current inspection regulations.

Qty	Description	Total
1	COMMERCIAL PERMITTING FEE FOR CITY OF DELAND - INCLUDES FILING FEE FOR NOTICE OF COMMENCEMENT	410.00

Any supplementary work beyond the original agreement will incur extra charges, which will be discussed and approved by the client before commencement. A 15% restocking fee will be levied on any appliances or equipment returned to our warehouse. It is important to note that special orders, custom orders, and permitting fees are non-refundable. By proceeding with this proposal, the customer acknowledges receiving and accepting the terms and conditions outlined by Gas Plumbing Services.

Contract Total \$7,080.00

Date of Approval

Printed Name of Authorized Signature

Signature, Owner or Managing Partner

GAS PLUMBING SERVICES, INC.

219 W. OHIO AVENUE - LAKE HELEN, FL 32744

386-774-8244

GENERAL TERMS & CONDITIONS FOR GAS PLUMBING SERVICES, INC.

1. Equipment will be installed, piped, wired, and adjusted per manufacturer's instructions, unless otherwise required and noted.
2. Seller extends a warranty of merchantability and fitness for the apparent usage. The Purchaser is obligated to state any special requirements to Seller prior to signing so that they may be considered and incorporated into the proposal.
3. Unless otherwise noted, it is the intention of the Seller that the work described here will be complete and operable, resulting in a useable system for the Purchaser.
4. Seller agrees to abide by all governing codes and rules, maintain all required labor insurance, and unless otherwise noted, pay all required sales and other taxes, pay all required fees, and obtain all required permits.
5. It is understood that the Seller may have to remove certain old existing equipment and materials to perform the work described. Unless noted to the contrary, such items will become the property of the Seller, who will promptly remove them from the premises. In most cases, the Purchaser may keep these items without penalty, if Purchaser chooses.
6. Purchaser agrees to provide Seller free access to the premises so that he may accomplish his work without undue hindrance or delay. If free access is not granted at the time of scheduled job, the Purchaser will be liable for a trip charge.
7. If the equipment does not fulfill the requirements of this Contract, the Purchaser shall notify the Seller in writing within 30 days after installation, and the Seller shall be allowed a reasonable time to remedy any defects therein. Lack of such notification shall constitute an acknowledgment by the Purchaser that the equipment does fulfill the requirements of this contract.
8. Purchaser agrees to pay 1½ time rate for 1st year service work if performed other than during regular working hours.
9. In the event the Purchaser is not the owner of the premises, Purchaser is obligated to so state this before signing and provide evidence, acceptable to the Seller, of his authority to proceed. Purchaser agrees to hold the Seller harmless from any claims or damages sought by the building owner for work done under the authority of this contract.
10. It is understood and agreed that the Seller is liable only for his own work, and not adjacent existing work or services supplied by the Purchaser or others. Should government or insurance authorities require other existing work to be upgraded to current code requirements it will be done upon the Purchaser's authorization and at Purchaser's expense.
- 11. Seller will file a Notice to Property Owner and a Claim of Lien on the subject property if left unpaid.**
12. All equipment sold under this agreement, whether affixed to realty to become part thereof or not, shall be deemed severable without injury to the freehold, and the title thereto shall remain in Seller until the entire purchase price is paid to the Seller in cash and Purchaser agrees to perform all acts necessary to perfect and maintain the above title.
13. On default of any payment as provided, the apparatus may, at the option of the Seller, be removed and held or sold by Seller at public or private sale. Seller being permitted to purchase at any public sale, and if unpaid balance is not satisfied by the net proceeds of any such sale, then the sum of the deficiency shall become immediately due and payable by Purchaser to Seller as liquidated damages for breach of this Contract, this provision shall be construed as an addition to and not in limitation of any other right.
14. It is understood that the Seller is not to be held liable for any consequential damages or losses resulting from the installation operation, or use of the products and materials furnished or installed by the Seller, and it is further understood that the Seller is not to be held responsible or liable for any loss or damage which is incurred as a result of any delay due to strikes, storms, fires, floods or any other act of God beyond the control of the Seller.

GAS PLUMBING SERVICES, INC.

219 W. OHIO AVENUE - LAKE HELEN, FL 32744

386-774-8244

15. **Payment terms are 50% down and remaining balance due prior to start of completion.**
16. In the event an unpaid balance is placed with an attorney or collection agency for collection, the Purchaser will be obligated to pay all the costs and collection agency and/or reasonable attorney's fees, including any appeals, arising from the collection.
17. A late fee of \$39.00 per month, and finance charges will be charged to all invoices remaining unpaid after 30 days from invoice date. Finance charges are computed by a periodic rate of 1.5% per month or any portion thereof, which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous Unpaid Balance, less any previously billed Finance Charge which has not been paid and less any current credits in excess of the previously billed Finance Charge which has not been paid.
18. For purposes of these terms and conditions, "purchaser" means "property owner", and "Seller" or "We" means "Gas Plumbing Services Inc."
19. This constitutes the entire agreement between seller and purchaser affecting this purchase, and no other understanding exists.

LIMITED WARRANTY

Unless otherwise agreed upon, the work described herein, on equipment or appliances installed by Gas Plumbing Service Inc. are warranted against defects of material and labor for a period of one (1) year from the date it is released to the purchaser upon check, test and start date and the job is paid in full. The responsibility of the Seller is limited to the replacement or repair of such parts as may, within (1) year, become defective by being unable to perform their assigned functions. Expendable items are not included. Defects caused by improper maintenance or damage caused by purchaser is not warranted.

Repairs of equipment or appliances installed is warranted against defects in materials and labor for a period of ninety (90) days from the date it is released to the purchaser upon check, test and start date and the job is paid in full. The responsibility of the Seller is limited to the replacement or repair of such parts as may, within (90) days, become defective by being unable to perform their assigned functions. Expendable items are not included. Defects caused by improper maintenance or damage caused by purchaser is not warranted.

CONSTRUCTION INDUSTRIES RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING: 7600 ARLINGTON EXPRESSWAY, SUITE 300, JACKSONVILLE, FL 32211-7467; TELEPHONE 904-359-6310

Please sign below to show you have read and understand the Terms and Conditions for Gas Plumbing Services, Inc.

Signature

Date

Printed Name

Project Outline for GAS PLUMBING SERVICES, INC.

Est. 2001



Timelines

- While every project is different, contracted work that requires a permit is typically scheduled 2-4 weeks out.
- Emergency appointments (gas leaks, no hot water or no gas) are always completed within 24-48 hrs.
- Attic and crawl space work are kindly scheduled for morning appointments to beat the heat. Larger projects with over 200' of gas line typically require multiple consecutive days, which are scheduled 3-5 weeks out.
- Our schedule is constantly moving and there is always potential to have your project moved up.
- We respectfully request that all appliances are in their proper place and ready to be connected to gas when we arrive, unless we are supplying a gas appliance for you.

Ready to Schedule?

We are thrilled to be working with you! The scheduling process begins as soon as we receive our signed documents returned alongside a 50% deposit.



Payments

We accept payment in the form of cash, check, and all major credit or debit cards. Please note that all card transactions are subject to a 3.5% surcharge fee.

Our drive and passion has taken a dream from a small garage into a brand synonymous with reliability, craftsmanship and service



LICENSED, BONDED & INSURED
MASTER PLUMBER CF-C057948
LP MASTER QUALIFIER LP408-17000

386-774-8244

Permitting FAQ's



We have a committed team member assigned to work exclusively with your municipality at all times.

Revisions

If the contract is to be amended after the permitting process has started, a revision must be submitted to reflect the amended scope of work.

Notice of Commencement

A document we are mandated to record for your permit at the Clerk of Court for valuations over \$2,500.00

Site Survey

To obtain permits for propane tanks or generators, the homeowner must provide a recent boundary survey of the property.

Extensions

Occasionally, unforeseen delays may arise during the project timeline. In the event that your permit expires before the project's completion, we can apply for an extension with your municipality; however, this will entail additional costs.

Rough Inspection

We can schedule the rough inspection within 1-2 business days of completing the piping installation. All gas lines will remain on pressure test for inspector.

Underground installations will have PVC pipes (Site Pipes) in the ground to facilitate inspection and ensure the gas line's depth is up to code for underground lines.

Final Inspection

The final inspection is requested after final payment and must be completed within six months of the previous inspection. The posted permit should be visible to the inspector, who requires access and permission to conduct exterior work. For interior work, inspections necessitate a day when someone is home all day as the inspector does not provide specific timeframes. Typically, a phone call to the inspector the morning of this inspection will give you an idea of their arrival.

*Still Have Questions?
We would love to hear from You!*

386-774-8244



GAS PLUMBING SERVICES, INC.

219 W. OHIO AVENUE - LAKE HELEN, FL 32744

GAS PLUMBING SERVICES, INC.

Highlighting our Services & Expertise

- INSTALL, MAINTAIN & SERVICE ALL GAS LINES & APPLIANCES
- TANK AND TANKLESS WATER HEATER SALES, SERVICE & INSTALLATION
- RANGES, COOKTOPS, DRYERS, FURNACES & OUTDOOR KITCHENS
- WOOD AND GAS FIREPLACES, GAS LOG SETS
- PORTABLE OR HOME STAND-BY GENERATOR INSTALLATIONS
- POOL HEATER REPLACEMENTS AND INSTALLATIONS
- PROPANE TANK INSTALLATIONS FOR ABOVE OR UNDERGROUND
- RESIDENTIAL, COMMERCIAL & INDUSTRIAL



Our Technicians

At our company, we take pride in maintaining the highest levels of workmanship. To ensure this, we perform comprehensive background checks, 6-month motor-vehicle reviews, and DOT drug testing on all our technicians. Our rigorous screening process ensures that our technicians are reliable and trustworthy. In addition, our technicians are certified to meet the necessary Natural Gas accreditations from nationally recognized organizations, which are the same standards that your utility providers observe.



OVER THE LAST 24 YEARS WE HAVE BEEN PROUDLY PERFECTING THE INSTALLATION BEHIND PROPANE AND NATURAL GAS SYSTEMS

WEST VOLUSIA HOSPITAL AUTHORITY: F.S. §189.0694(1) GOALS AND OBJECTIVES:

The West Volusia Hospital Authority, an independent special tax district encompassing the western portion of Volusia County, Florida, created by a special act of the Florida Legislature, Chapter 57-2085, Laws of Florida, as amended (hereinafter “WVHA”) has a single statutory purpose of providing access to healthcare for indigent residents of the tax district either directly or indirectly through third parties. WVHA pursues its single purpose with the following goals and objectives:

- 1. Establish and maintain a comprehensive WVHA Health Card Program for *income and asset eligible residents of the tax district* (hereinafter “eligible residents”);**
 - a. Performance measure #1-- Increase the enrollment of eligible residents.
 - b. Performance measure #2-- Annually review and revise the *WVHA Eligibility Guidelines* as necessary to fulfill WVHA’s purpose.
 - c. Performance measure #3-- Annually review and revise the *Benefit Plan for the West Volusia Hospital Authority* as necessary to fulfill WVHA’s purpose.
 - d. Performance measure #4-- Maintain an appointed *Citizens Advisory Committee* to review and make recommendations annually for WVHA to consider funding of providers that apply to provide otherwise unmet healthcare needs of the tax district.
- 2. Expand access to primary health care for eligible residents;**
 - a. Performance measure #1-- Maintain contract with a third-party to operate a primary care clinic for eligible residents.
 - b. Performance measure #2-- Increase utilization of WVHA’s primary care clinic.
 - c. Performance measure #3-- Decrease of unnecessary utilization of specialty care services.
 - d. Performance measure #4-- Decrease of unnecessary utilization of hospital emergency department services.
- 3. Establish and maintain a specialty healthcare for eligible residents; and**
 - a. Performance measure #1-- Maintain contract with a third-party to establish and maintain a specialty care network for eligible residents.
 - b. Performance measure #2-- Annually review and recommend to contracted third party any necessary revisions to its list of contracted specialty care providers.
- 4. Expand access to hospital and emergency department services for eligible residents.**
 - a. Performance measure #1-- Maintain contract with a third-party to establish and maintain a network of inpatient hospital and emergency department services that is available for eligible residents.
 - b. Performance measure #2-- Monitor the third-party’s inpatient hospital and emergency department network to ensure that contracted providers fulfill their agreement to split a \$4 million annual budgeted amount as payment-in-full for them to provide quality services to all eligible residents for a fixed reimbursement rate of 85% of prevailing Medicare rates.

**FIRST AMENDMENT TO HISPANIC HEALTH INITIATIVES, INC. (“TAKING CARE
OF MY HEALTH/CUIDANDO MI SALUD”) 2023-2024 FUNDING AGREEMENT
 (“First Amendment”)**

This First Amendment is entered into as of the 19th day of September, 2024, between West Volusia Hospital Authority, a special taxing district, public body corporate and politic of the State of Florida in Volusia County, Florida (the "Authority") and HISPANIC HEALTH INITIATIVES, INC. ("Grantee").

Whereas, Grantee and the Authority entered into the HISPANIC HEALTH INITIATIVES, INC. (“TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD”) 2023-2024 FUNDING AGREEMENT dated October 1, 2023 (hereinafter the “Funding Agreement”); and

Whereas, Grantee and the Authority desire to continue with the Program under the Funding Agreement as amended in this First Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Funding Agreement is amended as follows:

1. Paragraph 3 shall be amended and restated as follows:

3. Funding. The Authority agrees to provide up to \$85,000.00 (Eighty-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 this Program.***

2. Any term not defined herein shall have the same meaning as under the Funding Agreement.
3. The provisions of the Funding Agreement shall continue to control the relationship of the parties, except as specifically modified by the content of this First Amendment.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the effective day and year set forth above.

WEST VOLUSIA HOSPITAL AUTHORITY

By:_____

Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940

Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

HISPANIC HEALTH INITIATIVES, INC.

By: _____
Peter Willems
Its: Executive Director

Date: _____

ATTEST

By: _____
_____ Its Board Secretary or Chair (Circle One)

**FIRST AMENDMENT TO RISING AGAINST ALL ODDS, INC. (HIV/AIDS
OUTREACH) 2023-2024 FUNDING AGREEMENT
("First Amendment")**

This First Amendment is entered into as of the 19th day of September, 2024, between West Volusia Hospital Authority, a special taxing district, public body corporate and politic of the State of Florida in Volusia County, Florida (the "Authority") and RISING AGAINST ALL ODDS, INC. ("Grantee").

Whereas, Grantee and the Authority entered into the RISING AGAINST ALL ODDS, INC. (HIV/AIDS OUTREACH) 2023-2024 FUNDING AGREEMENT dated October 1, 2023 (hereinafter the "Funding Agreement"); and

Whereas, Grantee and the Authority desire to continue with the Program under the Funding Agreement as amended in this First Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Funding Agreement is amended as follows:

1. Paragraph 3 shall be amended and restated as follows:
 3. Funding. The Authority agrees to provide up to \$199,662.00 (One Hundred Ninety-Nine Thousand Six Hundred Sixty-Two 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.**
2. Any term not defined herein shall have the same meaning as under the Funding Agreement.
3. The provisions of the Funding Agreement shall continue to control the relationship of the parties, except as specifically modified by the content of this First Amendment.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the effective day and year set forth above.

WEST VOLUSIA HOSPITAL AUTHORITY

By: _____

Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940

Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

RISING AGAINST ALL ODDS, INC.

By: _____
Brenda Flowers Its: Executive Director

Date: _____

ATTEST

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

Mission:

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



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

September 6, 2024

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

Attn: Chairman, Board of Commissioners

Re: WVHA Dental Services – Request for additional funding

Dear Board,

As required by the Dental Care Services Agreement for WVHA-FDOH 2023-2024 ("Agreement"), specifically Section 6.a., this letter serves to advise the West Volusia Hospital Authority ("WVHA") that the Florida Department of Health Dental Services ("FDOH") will exceed the annual funding limit for the current Agreement.

Section 6.a. provides, in pertinent part, that: *"If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2023 through September 30, 2024 Funding Period. Undisputed invoices submitted by Grantee shall be paid by the Authority within sixty (60) days of presentment. In no event shall the annual aggregate Funding Disbursements provided to Grantee by the Authority under this Agreement be required to exceed the Funding Limit (as defined above)."*

The funding limit of the 2023-2024 Agreement is \$150,000. As of this date, September 6, 2024, the combined invoices for dental services provided for the WVHA in August and September total \$16,741.74 which will exceed remaining annual funding by \$7,970.74. The uneven spend-down of funding is due to an increase utilization of FDOH dental services by eligible participants (WVHA HealthCard) in need of dental services, resulting in an increase of utilization. At this time, FDOH does not anticipate requesting additional funding for the October 1, 2023 through September 30, 2024 funding period.

From your review of this letter, please let me know if any additional information is needed.

Thank you for your consideration on this matter.

Sincerely,

Stephen A. Civitelli, MPH
Health Officer/Administrator
Volusia County Health Department



**COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.
(MEDICAL-LEGAL PARTNERSHIP) 2024-2025 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and **COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.** ("Grantee").

INTRODUCTION:

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide no-cost legal services for the most vulnerable in Brevard, Citrus, Flagler, Hernando, Lake, Marion, Orange, Osceola, Putnam, Seminole, Sumter, and Volusia Counties. Grantee's "Medical-Legal Partnership (MLP) with West Volusia Hospital Authority" program is designed to integrate the expertise of healthcare, public health and legal professionals and staff to address and prevent health-harming social and civil legal needs for patients. This program's intended outcome is to eradicate health harming factors facing the community. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in the Funding Request submitted by Grantee dated March 5, 2024. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$88,500.00 (Eighty-Eight Thousand Five Hundred Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.

4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by its attorneys or paralegals at the following rates: (i) a rate

of \$95.00/hour billable in 1/10 hour increments for legal services (that are reasonable and ordinarily billable in a private practice setting) rendered to a Program Participant to resolve legal issues preventing them from qualifying for Medicaid, Medicare, Veterans, Social Security Disability or private insurance as an alternative to the WVHA Health Card Program and to assist Program Participants to defend against any collection measures that are pursued against them by either Advent Health DeLand, Advent Health Fish, Halifax Medical Center of Deltona for Emergency Department services, or any of their successors or assigns. The parties agree that Grantee may be reimbursed for reasonable costs (including, but not limited to, reasonable costs to obtain medical records of previous medical encounters, tests and visits) associated with closing matters where Grantee provided services to clients who were qualified as Program Participants as defined in paragraph 6 of this agreement, at the beginning of Grantee's representation under this agreement. Grantee's provision of Program Participants with any of the other civil legal services as described in the Application for Funding, as supplemented, are excluded from reimbursement. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual professional services expenses for providing access to health care services to clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program as limited in scope by Paragraph 4.2. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on 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 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 qualify for services under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Residents of the Tax District may obtain the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., WVHA's Enrollment Certifying Agent for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements.

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

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

9. **Public Records Law.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the

Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **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, the 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.

11. **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.

12. **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.

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

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

If to Grantee:

Community Legal Services of Mid-Florida, Inc.
Attn: Chief Executive Officer
122 E. Colonial Dr., Suite 200
Orlando, FL 32801

If to the Authority:

West Volusia Hospital Authority
Attn: Chair

P.O. Box 940
DeLand, FL 32721-0940

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

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

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.

By: _____
Jeffrey Harvey, Its Chief Executive Officer
Community Legal Services of Mid-Florida, Inc.
122 E. Colonial Dr., Suite 200
Orlando, FL 32801

Date: _____

ATTEST

By: _____
Kevin Ross-Andino, Its Board Chairperson

**W V H A -- HALIFAX HEALTHY COMMUNITIES
2024-2025 KIDCARE OUTREACH POSITION AGREEMENT**

This WVHA -- HALIFAX HEALTHY COMMUNITIES 2024-2025 Kidcare Outreach Position Agreement ["Agreement"] is made and entered into as of the 1st day of October, 2024, by and between Halifax Healthy Families Corporation d/b/a Healthy Communities ("Healthy Communities" or "Grantee") and West Volusia Hospital Authority (the "Authority").

WHEREAS, 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.

WHEREAS, Healthy Communities is a fictitious name used by Halifax Healthy Families Corporation, a Florida not for profit corporation that provides for the continuance of the comprehensive health care program for children within Volusia County, and wishes to undertake efforts to ensure all children in Volusia County have a health care medical home from among community resources including: Healthy Kids, MediKids, Children's Medical Services, Affordable Care Act Federally Facilitated Marketplace, Medicaid, and Health Centers funded by the health care taxing districts, through the creation of an outreach program; and

WHEREAS, West Volusia Hospital Authority is willing to allocate funding to allow the funding of the Kidcare Outreach Position at Healthy Communities to help ensure that eligible children residing in West Volusia have a health care medical home; and

WHEREAS, 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; and

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

NOW THEREFORE, in consideration of the 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, 2043 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated March 04, 2024. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$72,202.00 (Seventy-two Thousand Two Hundred Two Dollars) in Funding ("Funding Limit") to Grantee for Allowable Costs of the Program as defined in paragraph 4 below. ***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 thirdparty funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the Funding Period. Supporting information includes, but not limited to, copies of time sheets, payroll reports (detailing taxes and benefits), mileage logs, and cell phone bills concerning the funded Outreach/Enrollment positions.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed its costs for a full-time Outreach/Enrollment position as well as a part-time Outreach/Enrollment position plus a 10% administrative surcharge for the provision of outreach services to qualified indigent residents of the Tax District. 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. Allowable Costs shall include the Grantee's actual expenses for a full-time Outreach/Enrollment position as well as a part-time Outreach/Enrollment position plus a 10% administrative surcharge; 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 on 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.** The Program is to operate in, and benefit the health of residents of, the Tax District, with a primary purpose of providing care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs including the various WVHA Health Card Program medical clinics and providers and encouraging participants to apply for a WVHA Health Card.

6. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority, in a format acceptable to the Authority, by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Grantee shall also provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least 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.

7. **Site Inspection/Compliance Report on Specific Requirements Applicable to this Agreement.** Healthy Communities shall provide to a member of the Authority or its appointed agent, or allow a member of The Authority or its appointed agent to review, the internal records of Healthy Communities pertaining to the Kidcare Outreach Position to insure that Healthy Communities has complied with the requirements of this Agreement and in order to

compile a Compliance Report on Healthy Communities regarding the terms of this Agreement. The Compliance Report shall include a statement of the total amount received by Healthy Communities from the Authority, and an opinion as to Healthy Communities compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Healthy Communities 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 Healthy Communities. Healthy Communities shall also provide the Authority with a copy of the Program Administrator's Audit [the Florida Healthy Kids Corporation], within (30) days of the Audit's delivery to the Florida Healthy Kids Corporation.

8. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

8.1 Keep and maintain public records required by the Authority to perform the service.

8.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

8.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

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], "Costs," 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], "Costs." 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 Healthy Communities:

Halifax Health Healthy Communities
Attn: President/CEO
303 N. Clyde Morris Blvd.
Daytona Beach, FL 32114

If to the Authority:

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

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. **Insurance.** Grantee shall obtain and maintain reasonable levels of insurance or self-insurance and provide evidence of that coverage upon reasonable request of the Authority.

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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

**HALIFAX HEALTHY FAMILIES
CORPORATION, D/B/A HEALTHY
COMMUNITIES**

By: _____
_____, Its: President/CEO
Date:

ATTEST:

By: _____

Its:

HISPANIC HEALTH INITIATIVES, INC. (“TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD”) 2024-2025 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and HISPANIC HEALTH INITIATIVES, INC. ("Grantee").

INTRODUCTION:

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

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated March 7, 2024. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

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

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.

4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by an individual certified by the State of Florida in community health work (or directly supervised by an individual certified by the State of Florida in community health work) at the following rates:

(i) a fee of \$100.00 for each health risk assessment (consisting of biological and behavioral screenings for risks of metabolic (diabetes) and cardiovascular disease) which is performed on an individualized basis for a Program Participant by a certified, paraprofessional Community Health Worker (“CHW”), (ii) a health and behavioral education flat-fee capped at \$50.00 per Program Participant for a CHW providing at least one-half hour (30 minutes) of one-on-one health and behavioral education and coaching using evidence based curricula and strategies which the CHW will incorporate into an individualized self-management plan for each Program Participant; (iii) a rate of \$25.00 for each one-half hour (30 minutes) of direct case management activity which is performed by a CHW for a Program Participant including contacting and collaborating with relevant health care providers, providing immediate referrals to appropriate health care providers and connecting with WVHA’s Health Card Enrollment Certifying Agent, The House Next Door. These services, as specifically described in the Application for Funding, include active outreach to medically underserved adults living in the City of Deltona, FL and the surrounding West Volusia area to engage, screen, educate do case management and make referrals. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. “Allowable Costs” shall include the Grantee’s actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. 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 VII ("WVHA Residency") Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024 ("Screening Requirements"); provided however, Grantee shall only be required to examine and collect a copy a government issued picture identification to confirm Residency in order to obtain reimbursement for up to \$150.00 for either the initial health risk assessment service or one unit of one-on-one health and behavioral education and coaching services, or both. 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. **Public Records Law.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains

public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **Breach.** A failure by either party to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach, the Authority may terminate funding under this Agreement. Before declaring a Breach, the non-breaching party shall provide the breaching party with written notice of the alleged breach and a period of thirty (30) days to cure the alleged breach; provided however, both parties acknowledge the cure period may be shorter if providing thirty (30) days would result in a violation of law or is likely to result in harm to Program Participants. Upon termination of funding for Breach, the Grantee shall within thirty (30) days of the declaration of a Breach provide information necessary to calculate Final Reimbursement under paragraph four (4), "Reimbursements," as of the date of termination of funding. Should Grantee fail within thirty (30) days of the declaration of a Breach 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 any funding disbursements for which supporting documentation was not previously provided, 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 parties may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

11. **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.

12. **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.

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

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

If to Grantee:

Hispanic Health Initiatives, Inc.

Attn: Executive Director
70 Spring Vista Drive, Suite 1
DeBary, FL 32713

If to the Authority:
West Volusia Hospital Authority
Attn: Chair
P.O. Box 940
DeLand, FL 32721-0940

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair

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

ATTEST

By: _____
Voloria L. Manning, Its Secretary

HISPANIC HEALTH INITIATIVES, INC.

By: _____
Peter Willems
Its: Executive Director

Date: _____

ATTEST

By: _____
_____ Its Board Secretary or Chair (Circle One)

RIISING AGAINST ALL ODDS, INC. (HIV/AIDS OUTREACH)
2024-2025 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and RISING AGAINST ALL ODDS, 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, whose primary mission is to ignite HIV awareness, encourage and provide testing for community residents; to encourage and empower those living with HIV to live responsibly and support optimum health in communities through access and linkages to care, and to extend comprehensive case management services to these and other disadvantaged populations. Grantee's "Testing and Comprehensive Case Management Program" will provide access to comprehensive HIV testing and education, non-clinical support to marginalized, low income and indigent population, including a. Active Street Outreach, b. Venue Based Outreach, and c. Community Supporting Services/Comprehensive Case Management. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers that serve WVHA Health Card members, to provide access to health care for indigent residents of the Tax District.

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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated February 16, 2024. 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 \$223,017.00 (Two Hundred Twenty-Three Thousand Seventeen Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, the duration of each documented unit of service received by each de-identified client and an indication of how many encounters (defined as a single-day, face-to-face visit) within the 3 months preceding the invoice between that de-identified client and an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing).
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in

Paragraph 6) by an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing) per single-day, face-to-face encounter at the following rates: (i) a flat-fee of \$100 of Active Street Outreach services to individual Program Participants, to include at least one-half hour of individualized preventative education and counseling where an offer of testing is refused; (ii) a flat-fee of \$150 of Active Street Outreach services to individual Program Participants, to include at least one-half hour of individualized preventative education and counseling (with completion of required DH Form 1628 and HIPAA forms) before testing and another one-half hour of individualized health and behavioral education and coaching using evidence based curricula and strategies (with completion of required DH Form 1628c, 1818 and Consent forms) after testing; (iii) a fee of \$25 per half hour for up to 4 hours of Comprehensive Case Management services for a Program Participant. These services, as specifically described in the Application for Funding, include active outreach in communities such as Springhill and The Bottom to engage, inform and screen and make referrals of prospective clients; venue-based outreach for more in-depth assessment, testing and referral services; and comprehensive case management services to provide relevant information about health care options, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. 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 potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they 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 VII ("WVHA Residency") Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024 ("Screening Requirements"); provided however, Grantee alternatively shall only be required to examine and collect a copy of a government issued picture ID to confirm Residency in order to obtain reimbursement per single-day, face-to-face encounter for up to \$150.00 for either one unit of Active Outreach services or one unit of one-on-one health and behavioral education and coaching services, or both. 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 and an indication of how many encounters (defined as a single-day,

face-to-face visit) within the 3 months preceding the Utilization Report between that de-identified client and an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing); provided 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, including de-identified analysis about how many total tests Grantee has conducted during the past year and how many of those tests were positive versus negative for the presence of HIV. 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. **Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940.** The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **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, the 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.

11. **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.

12. **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.

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

14. **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:

Rising Against All Odds, Inc.
Attn: Executive Director
340 S. Woodland Blvd.
DeLand, FL 32720

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____

Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940

Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

RISE AGAINST ALL ODDS, INC.

By: _____
Brenda Flowers
Its: Executive Director

Date: _____

ATTEST

By: _____
_____ Its Board Secretary

RAAO
RISING AGAINST ALL ODDS, INC. (Health Card Enrollment and Retention Services)
2024-2025 FUNDING AGREEMENT

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.

Rising Against All Odds, Inc. ("RAAO") RAAO is a community-based, non-profit agency incorporated in Florida and located in Volusia County, Florida that provides health enhancing programs and services to the community.

The Authority desires to engage RAAO to provide prescreening services and RAAO desires to provide such enrollment and retention services in accordance with the terms and conditions of this Agreement.

With this Program, RAAO will work as part of a collaborative team, including Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers that serve WVHA Health Card members, to provide access to health care 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.

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

1. **Term.** This Agreement shall remain in effect for a period of one year from the 1st day of October, 2024 through the 30th day of September, 2025.

2. **Services.** The Authority hereby engages RAAO to provide services as specified in RAAO's funding application to assist in prescreening applicants for the WVHA Health Card dated February 21, 2024. RAAO's overall scope of services shall include outreach to uninsured residents in economically challenged communities (particularly to impoverished areas of Spring Hill, Dunn's Bottom, the DeLand Woods and Pierson) and assistance with removal of transportation, identity, documentation of income/assets and other obstacles to their initial or continuation of participation in the WVHA Health Card Program. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Payment.** In consideration of the Services rendered by RAAO, the Authority agrees to pay RAAO up to **\$97,742.00.00** (Ninety-Seven Thousand Seven Hundred Forty-six Dollars) in Funding ["Maximum Annual Payment"], payable at the following rates: (i) an all-inclusive flat fee of \$192 for assisting applicants to the WVHA Health Card Program to comply fully with prescreening procedures (as set forth in Paragraph 5) and have HND deem the application and supporting documentation as acceptable for a final eligibility determination. Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). Supporting information includes, but is not limited to, a de-identified listing of applicants, their city of residence and zip code, the date the application was accepted by HND for final eligibility determination and whether the application was for a new or renewal WVHA Health Card member

4. **Maintenance of Records.**

4.1 **Ownership Safeguards.** All Health Card applications and other related documentation and correspondence received or generated by RAAO while performing Services under this Agreement ("Prescreening Records") shall remain at all times the property of the Authority. Upon the termination of this Agreement, RAAO shall, at the Authority's expense, promptly deliver all such Prescreening Records which have not been destroyed as set forth in Paragraph 2 to such place as the Authority may designate. RAAO shall provide access to the Authority at all reasonable times between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, to examine the Prescreening Records.

4.2 **Confidentiality.** In the course of performing its duties under this Agreement, RAAO and the Authority or its contracted agents may from time to time exchange

information from Health Card applicants or members or from the Authority, HND, WVHA's contracted third party administrator or Health Card program providers which RAAO, the Authority or its contracted agents are required to keep confidential under applicable law as "Protected Health Information". "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501]. RAAO agrees to enter into all necessary and appropriate HIPAA Business Associate Addendums with the Authority, HND, WVHA's contracted third party administrator and other Health Card providers in order to confirm the permitted uses, permitted disclosures, adequate safeguards, reporting and related requirements to comply with laws governing such PHI. This provision and all such HIPAA Business Associate Addendums shall survive the termination of this Agreement.

4.3 Maintenance of Records. RAAO shall maintain all Prescreening Records in separate files at RAAO's principal administrative office. RAAO shall maintain these original public records at least until the application and all supporting documentation has been submitted to and accepted by HND for an eligibility determination. Upon the expiration of 90 days after the application and all supporting documentation have been submitted to and accepted by HND, RAAO shall be responsible for orderly destruction of any of these public records that it retains in its own files, including the maintenance of a destruction of public records log which records the date and approximate amount in cubic feet (a standard size storage box equals approximately 1.5 cubic feet).

4.4 Access to Records. All Prescreening Records maintained by RAAO are subject to public requests pursuant to Chapter 119, Florida Statutes. The Public Records Law sets forth a number of specific exemptions from public disclosure, as well as a general exemption under Section 119.07(3) for all records which another state or federal statute deems confidential or prohibited from public disclosure. RAAO shall notify and seek direction from the Attorney for Authority before responding to any public records request.

5. Prescreening. The WVHA Health Card Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, access to health care to, and improving the health of, indigent residents. RAAO shall assist HND in prescreening Health Card applicants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 20, 2024 ("Eligibility Guidelines"). RAAO

shall also provide information to applicants regarding other health care access and health care programs funded by the Authority.

6. **Training.** RAAO shall adhere to HND's written prescreening procedures and shall verify that its own WVHA Health Card enrollment and retention staff have been trained in such written procedures, which shall, at a minimum, require that such staff NOT submit Health Card applications to HND for final eligibility determination until residence eligibility has been reviewed based on the applicant's stated residence as compared to Article III of the Eligibility Guidelines; proof that the applicant has already applied for coverage under the Affordable Care Act and Medicaid (the ACA is also a point of entry for Medicaid); submission of the application is within the reapplication time standards set forth in Paragraph 3.02(3) of the Eligibility Guidelines; identification, residence, income and assets have been reviewed and all checked documentation is attached as set forth in Appendix E of Eligibility Guidelines; and asset eligibility has been reviewed based on the applicant's stated assets as compared to Appendix E of the Eligibility Guidelines. For purposes of developing its own internal training procedures, RAAO agrees to review prescreening procedures developed by HND and consult with HND on suggested best practices.

7. **Reports.** RAAO shall provide the Authority with quarterly and yearly reports summarizing the enrollment and retention services provided, with a breakdown of the number of each type of service: 1. New applications submissions accepted by HND for enrollment application screenings; 2. Retention enrollment applications accepted by HND; 3. New applications submissions finally rejected by HND as ineligible; 4. Retention enrollment applications finally rejected by HND. RAAO shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Services and/or this Agreement when they become available to the RAAO. RAAO 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, RAAO shall make at least one (1) verbal report to the Authority board quarterly detailing aspects of program utilization and efficacy. RAAO's efficacy in helping Authority in carrying out its mission shall be a significant factor in determining whether to renew this Agreement.

8. **Site Inspection/Agreed Upon Procedures Report.** RAAO shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of RAAO, unannounced but in a reasonable manner and with best efforts to minimize disruption of RAAO's operations, to insure that RAAO has complied with the requirements of this Agreement and to compile a Compliance Report on RAAO. The Compliance Report shall include a statement of the total amount received by RAAO from the Authority, and an opinion as to RAAO's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If RAAO 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 RAAO.

9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **Breach.** A failure by RAAO 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. This Agreement may be terminated by the Authority in the event of any material breach by RAAO of any provision of this Agreement, which is not cured within thirty (30) days after written notice is given to RAAO by the Authority specifying the nature of the alleged material breach, including a

description of the specific action required to cure such breach. 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.

11. **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.

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

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

14. **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 RAAO:

Rising Against All Odds, Inc.
Attn: Executive Director
340 S. Woodland Blvd.
DeLand, FL 32720

If to the Authority:

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

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

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

16. **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.

17. **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.

18. **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.

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

20. **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.

21. **Indemnity.** RAAO 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, RAAO 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 RAAO, 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 RAAO 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 RAAO'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 RAAO. The RAAO's inability to evaluate liability or its evaluation of liability shall not excuse the RAAO'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 RAAO. The RAAO shall pay all costs and fees related to this

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

22. **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 RAAO, 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 RAAO 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 RAAO agrees to take such actions as may be necessary to ensure that each subcontractor of the RAAO 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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

RISING AGAINST ALL ODDS, INC.

By: _____
Brenda Flowers
Its: Executive Director
Date: _____

ATTEST

By: _____
_____ Its Board Secretary

SMA 2024-2025
FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee").

INTRODUCTION:

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide psychiatric services, concentrating on crisis services. Grantee's Crisis Unit is the only licensed public Baker Act receiving Facility for Volusia and Flagler Counties.

Inasmuch as the Baker Act funds received by SMA from the State of Florida are limited to 75% of cost up to the maximum amount established by the State of Florida, and inasmuch as both SMA and the Authority have a joint purpose in providing or arranging psychiatric inpatient care for indigent persons who are acutely mentally ill, both parties agree mutually to share the expenses for such inpatient care either in one of SMA's licensed Baker Act acute care inpatient units.

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 Grantee's 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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated February 27, 2024. 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 \$150,000.00 (Three Hundred Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third-party funding for all of its programs, including this Program.*** Grantee agrees that a portion of the Funding Limit may be made by the Authority directly to the State of Florida, rather than directly to Grantee (the "Direct Florida Payment") pursuant to the terms of a Low Income Pool Letter of Agreement between the Authority and the Agency for Health Care Administration ("AHCA"). The amount of the Direct Florida Payment shall not exceed \$150,000.00, and it shall be paid for the purpose of increasing the provision of Medicaid funded health services to the constituents of the Authority and the State of Florida. As required by AHCA, funding provided to the Grantee pursuant to the Intergovernmental Transfer (IGT) shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid Program (including LIP and DSH) and used secondarily for other purposes. If the sum of the invoices that Grantee submit to the Authority under Section 4 of the Agreement for reimbursable services during Funding Period is less than the sum of (i) the Direct Florida Payment **and** (ii) the amount of the Funding Disbursements actually remitted to Grantee (such sum of (i) and (ii) is the "Actual Payment Sum"), then Grantee will within forty-five (45) days of receiving notice of such shortfall from the Authority, repay to the Authority the difference between the Actual Payment Sum and the amount of such invoices.

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of the date services are provided ("Disbursements"). If Grantee's combined

invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2023 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, city of residence, zip, type of service, admit date and discharge date.

- 4.2 Reimbursement Rate. Grantee shall be reimbursed a 25% match based on state rate of reimbursement for detox (\$84.85) and crisis stabilization (\$107.08) services provided through the Program (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost). 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. "Allowable Costs" shall include the Grantee's actual expenses (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost) for providing medical services to Program Participants; 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 a Program Participant. 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 on 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, which shall present the total Allowable Costs Grantee incurred for the Program expressed as the reimbursement rate times the number of services provided and invoiced to the Authority; Program income earned associated with the Program Participants whose services have been partially subsidized by the Authority; contributions received applicable to the Program Participants whose services have been partially subsidized by

the Authority; third party reimbursement earned associated with the Program Participants whose services have been partially subsidized by the Authority, whether or not such third party reimbursement is actually 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. "Program Participants" are those persons utilizing the Grantee's Program, reside in the Tax District and who are income eligible to have their medical care subsidized with Authority funding. 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. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. 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 income qualification under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 15, 2023 ("Screening Requirements") which Grantee will

implement through CBCC Operational Procedure: CSR 111 West Volusia Hospital Authority Income Verification and Health Card Application Process dated 3/27/2018 as revised on 10/10/2019. 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, city of residence, zip code, admit date and discharge date; 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. **Public Records Law.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940.. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **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, the 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.

11. **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.

12. **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.

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

14. **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:

SMA Healthcare, Inc.
Attn: Sheila Jennings, Contract Manager
150 Magnolia Ave
Daytona Beach, FL 32114

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

SMA HEALTHCARE, INC.

By: _____
Ivan A. Cosimi II

Its: Chief Executive Officer__

Date: _____

ATTEST

By: _____

Its: Secretary

**SMA (PSYCHIATRIC OUTPATIENT SERVICES)
2024-2025 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee" or "SMA").

INTRODUCTION:

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide psychiatric services, concentrating on outpatient and crisis services. Grantee's Crisis Unit is the only licensed public Baker Act receiving Facility for Volusia and Flagler Counties.

Inasmuch as SMA desires to provide medical services to homeless clients of the Tax District, the Authority has determined that its provision of funding will enhance the availability of 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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated February 27, 2024. 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 \$90,000.00 (Ninety Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third-party funding for all of its programs, including this Program.*

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, 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.

4.2 Reimbursement Rate. Grantee shall be reimbursed for medical and psychiatric services provided to clients of the Program by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$150.00 for each one hour psychiatric diagnostic interview; (ii) a flat fee of \$60.00 for fifteen (15) minutes of pharmacological management; (iii) a flat fee of \$73.32 for each one hour of individual therapy; (iv) a flat fee of \$48.00 for each one hour of Eligibility/Certification; (v) a flat fee of \$10.00 for fifteen (15) minute behavioral health service brief; (vi) a flat fee of \$97.00 for master treatment plan; (vii) a flat fee of \$48.50 for treatment plan review, with invoices that separately break down time spent with each client by

psychiatric ARNP, Medical ARNP and the Supervising Physician. Grantee shall be reimbursed for prescription medications provided to clients of the Program at the grantee's acquisition cost plus a \$7.00 fill fee per prescription computed in a manner consistent with the Indigent Drug Program (IDP) reimbursement funded by the State of Florida Department of Children and Families; provided however, Grantee shall promptly apply and diligently pursue enrollment of each Program Participant in a pharmaceutical company's PAP program and Grantee shall not be entitled to reimbursement for prescription medications beyond the time reasonably necessary to enroll a Program Participant in a PAP program. 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 which Grantee knows or reasonably should know based on 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as ‘Aids Drugs Assistance Program’ (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. 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. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. 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 qualify residents under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 20, 2024 (“Screening Requirements”). The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee’s testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number 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. **Public Records Law.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains

public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **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, the 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.

11. **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.

12. **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.

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

14. **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:

SMA Healthcare, Inc..
Attn: Sheila Jennings, Contract Manager
150 Magnolia Ave.
Daytona Beach, FL 32114

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

SMA HEALTHCARE, INC.

By: _____

Ivan A. Cosimi II
Its: _Chief Executive Officer

Date: _____

ATTEST

By: _____
_____ Its Secretary

**SMA (Level II Residential Treatment Services)
2024-2025 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee" or "SMA").

INTRODUCTION:

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide psychiatric services, concentrating on outpatient and crisis services. Grantee's Crisis Unit is the only licensed public Baker Act receiving Facility for Volusia and Flagler Counties.

Inasmuch as SMA desires to provide Level 2 residential treatment services including the type of hospital diversion and post-detoxification services for qualified West Volusia residents, and the Authority has determined that its provision of funding will enhance the availability of healthcare 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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated February 27, 2024. 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 \$550,000.00 (Five Hundred Fifty 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.*** Grantee agrees that a portion of the Funding Limit may be made by the Authority directly to the State of Florida, rather than directly to Grantee (the "Direct Florida Payment") pursuant to the terms of a Low Income Pool Letter of Agreement between the Authority and the Agency for Health Care Administration ("AHCA"). The amount of the Direct Florida Payment shall not exceed \$550,000.00, and it shall be paid for the purpose of increasing the provision of Medicaid funded health services to the constituents of the Authority and the State of Florida. As required by AHCA, funding provided to the Grantee pursuant to the Intergovernmental Transfer (IGT) shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid Program (including LIP and DSH) and used secondarily for other purposes. If the sum of the invoices that Grantee submit to the Authority under Section 4 of the Agreement for reimbursable services during Funding Period is less than the sum of (i) the Direct Florida Payment **and** (ii) the amount of the Funding Disbursements actually remitted to Grantee (such sum of (i) and (ii) is the "Actual Payment Sum"), then Grantee will within forty-five (45) days of receiving notice of such shortfall from the Authority, repay to the Authority the difference between the Actual Payment Sum and the amount of such invoices.

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. Supporting information includes, but not limited to, 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.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for medical and psychiatric services provided to clients of the Program by licensed health

care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$193.52 for each residential bed day including all Level II services for that day. Grantee shall be reimbursed for prescription medications provided to clients of the Program at the grantee's acquisition cost plus a \$7.00 fill fee per prescription computed in a manner consistent with the Indigent Drug Program (IDP) reimbursement funded by the State of Florida Department of Children and Families; provided however, Grantee shall promptly apply and diligently pursue enrollment of each Program Participant in a pharmaceutical company's PAP program and Grantee shall not be entitled to reimbursement for prescription medications beyond the time reasonably necessary to enroll a Program Participant in a PAP program. 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 on 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. 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. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. 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 income qualification under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 20, 2024 ("Screening Requirements"); provided however, Grantee shall be exempt from the income eligibility requirements in Section 2.02(4) and 6.02(9) of those Screening Requirements and thereby shall be allowed to qualify as Program Participants otherwise eligible residents who have Medicaid or Medicare insurance but do not have any insurance that covers the Program's therapeutic counseling services. 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. **Public Records Law.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains

public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. **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, the 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.

11. **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.

12. **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.

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

14. **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:

SMA Healthcare, Inc. .
Attn: Sheila Jennings, Contract Manager
150 Magnolia Ave.
Daytona Beach, FL 32114

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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:_____

Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

SMA HEALTHCARE, INC.

By: _____
Ivan A. Cosimi II
Its: Chief Executive Officer

Date: _____

ATTEST

By: _____
_____ Its Secretary

THE HOUSE NEXT DOOR 2024-2025
(Community Based Mental Health Counseling,
Inclusive of Psychiatric Evaluation and Monitoring)
FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HOUSE NEXT DOOR ("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 community-based, non-profit agency incorporated in Florida and located in Volusia County, Florida that provides health enhancing programs and services to the community.

Under the terms of this Agreement Grantee will provide needed therapeutic services, inclusive of psychiatric evaluation and monitoring, through mental health counselors for the term of this Agreement. These counselors will provide counseling services for qualified West Volusia residents.

With this Program, Grantee will work as part of a collaborative team, including Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Hispanic Health Initiatives, Inc. and all other contractors, subcontractors and providers that serve WVHA-funded services, to bring mental health services to West Volusia. Grantee will also serve as a resource for the Authority and be available to consult with the Authority on the services provided within the community and mental health issues in general. Grantee will provide regular utilization reports to the Authority and will provide a summary report at the end of the funding.

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 Grantee's 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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated March 7, 2024. 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 \$45,000.00 (Forty-five Thousand Dollars) in Funding ["Funding Limit"] to reimburse Grantee for Allowable Costs as defined in paragraph 4 below. *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 the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of the date services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. 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 therapeutic counseling services provided to clients of the Program by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) for outpatient counseling services, a flat fee of \$73.32 per hour session; (ii) for assessment update in depth, a flat fee of \$120.00; (iii) for treatment plan services, a flat fee of \$97.00; (iv) for treatment plan review services, a flat fee of \$48.50; (v) for assessment update, a flat fee of \$48.00; and (vi) for assessment, a flat fee of \$48.00; (vii) for FARS/CFARS at Open or Close, a flat fee of \$15.00; (viii) for case management, a fee of \$10 per fifteen minutes for up to 2 hours. These rates reflect comparable Medicaid rates plus any Medicaid allowable copays based on the Authority's desire to avoid having copays becoming a deterrent for this special population of indigent residents utilizing these services. 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 "Allowable Costs" shall include the Grantee's actual costs for providing therapeutic counseling 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 on 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, 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. The Authority shall only reimburse Grantee at the agreed Reimbursement Rate for Allowable Costs. "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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered income eligible if they have income up to and including 200% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they may be eligible.

6. **Screening.** Grantee shall encourage potential Program Participants to apply for a WVHA Health Card which would make a current enrollee automatically eligible to become a Program Participant as well as to receive hospital care, primary care, specialty care, dental care and pharmacy benefits at any provider who has signed a funding agreement with WVHA to provide such services to Health Card members. Alternatively, in order to become eligible for Program Participation, Grantee shall screen individuals for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024 ("Screening Requirements"); provided, however, the requirement of a completed application for insurance coverage, tax credits and subsidies under the Affordable Care Act ("ACA") is waived for the first three sessions of Program Participants. 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. These Utilization Reports shall include information concerning number of clients served, reasons for seeking service, discharges w/reasons and demographic information including race, sex, age, city of residence, income level and family size; 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. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. 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, the 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.

11. **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.

12. **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.

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

14. **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:

Executive Director
The House Next Door
804 N. Woodland Blvd.
DeLand, Florida 32720

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

THE HOUSE NEXT DOOR

By: _____

Jennifer Nadelkov, Its CEO

Date:

ATTEST

By: _____
_____, Its Secretary

THE HOUSE NEXT DOOR 2024-2025
(Eligibility Determination for WVHA Health Card)
SERVICES AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority" or "Tax District") and THE HOUSE NEXT DOOR ("HND").

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.

HND is a community-based, non-profit agency incorporated in Florida and located in Volusia County, Florida that provides health enhancing programs and services to the community.

The Authority desires to engage HND to provide eligibility determination and certification services and HND desires to provide such prescreening, eligibility determination and certification services in accordance with the terms and conditions of this Agreement.

With this Program, HND will work as part of a collaborative team, including Rising Against All Odds, Inc. ("RAAO"), Northeast Florida Health Services, Inc. ("NFHS"), Community Legal Services of Mid-Florida, Inc., Hispanic Health Initiatives, Inc., Florida Hospital DeLand, Florida Hospital Fish Memorial and all other contractors, subcontractors and providers that serve WVHA Health Card members, to provide access to health care 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.

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

1. **Term.** This Agreement shall remain in effect for a period of one year from the 1st day of October, 2024 through the 30th day of September, 2025.

2. **Services.** The Authority hereby engages HND to provide services as specified in HND's "Response to Proposal for WVHA Eligibility Determination and Enrollment for the Health Card" submitted on March 7, 2024, as amended; provided however, HND shall be responsible for the orderly destruction of all original application records as set forth in Paragraph 4.3. HND's overall scope of services shall include all those set forth in the HND Response. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Payment.** In consideration of the Services rendered by HND, the Authority agrees to pay HND provide up to \$563,761.00 (Five Hundred Sixty-Three Thousand Seven Hundred Sixty-One Dollars) in Funding for 12 months of prescreening and eligibility and certification services for 250 Applications per month, with a price reduction of \$15 per Application if less than 250 Applications are processed and a price increase of \$15 per application if over 250 per month ["Maximum Annual Payment"], payable in equal monthly installments within thirty (30) days after HND submits an invoice to the Authority at the end of each calendar month. For purposes of this Payment paragraph, the term "Applications" shall mean those entire household applications that are accepted for final eligibility determination and certification procedures after they have been prescreened pursuant to the procedures summarized in Paragraph 6; provided however, HND agrees not to count as "Applications" those applications are resubmitted for follow-up determinations after being pended during an initial final eligibility determination nor those applications which should have been prescreened prior to submission for a final eligibility determination.

4. **Maintenance of Records.**

4.1 **Ownership Safeguards.** All Health Card applications and other related documentation and correspondence received or generated by HND while performing Services under this Agreement ("Eligibility and Certification Records") shall remain at all times the property of the Authority. Upon the termination of this Agreement, HND shall, at the Authority's expense, promptly deliver all such Eligibility and Certification Records which have not been destroyed as set forth in Paragraph 4.3 to such place as the Authority may designate.

HND shall provide access to the Authority at all reasonable times between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, to examine the Eligibility and Certification Records.

4.2 Confidentiality. In the course of performing its duties under this Agreement, HND and the Authority or its contracted agents may from time to time exchange information from Health Card applicants or members or from the Authority, the Authority's contracted Third Party Administrator ("TPA") or Health Card program providers which HND, the Authority or its contracted agents are required to keep confidential under applicable law as "Protected Health Information". "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501]. HND agrees to enter into all necessary and appropriate HIPAA Business Associate Addendums with the Authority, TPA and other Health Card providers in order to confirm the permitted uses, permitted disclosures, adequate safeguards, reporting and related requirements to comply with laws governing such PHI. This provision and all such HIPAA Business Associate Addendums shall survive the termination of this Agreement.

4.3 Maintenance of Records. HND shall maintain all Eligibility and Certification Records in separate files at HND's Deltona office location. HND shall maintain these original public records at least until the records have been electronically scanned and processing has been completed by TPA. After scanning and processing of an application has been completed, HND shall be responsible for orderly destruction of these public records, including the maintenance of a destruction of public records log which records the date and approximate amount in cubic feet (a standard size storage box equals approximately 1.5 cubic feet).

4.4 Public Records Law. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940.** The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

4.4(a) Keep and maintain public records required by the Authority to perform the service.

4.4(b) Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

4.4(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

4.4(d) Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

4.5 Access to Records. All Eligibility and Certification Records maintained by HND are subject to public requests pursuant to Chapter 119, Florida Statutes. The Public Records Law sets forth a number of specific exemptions from public disclosure, as well as a general exemption under Section 119.07(3) for all records which another state or federal statute deems confidential or prohibited from public disclosure. HND shall notify and seek direction from the Attorney for Authority (Law Office of Theodore W. Small, P.A.) before responding to any public records request.

5. Eligibility and Certification. The WVHA Health Card Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, access to health care to, and improving the health of, indigent residents. HND shall prescreen Health Card applicants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 20, 2024 ("Eligibility Guidelines"). HND shall also provide information to applicants regarding other health care access and health care programs funded by the Authority.

6. **Training.** HND shall develop written procedures and shall verify that Eligibility and Certification staff have been trained in such written procedures, which shall, at a minimum, require that eligibility and certification staff not accept Health Card applications for final eligibility determinations and certification procedures until residence eligibility has been prescreened based on the applicant's stated residence as compared to Section 7.03 of the Eligibility Guidelines; proof that the applicant has already applied for coverage under the Affordable Care Act and Medicaid (the ACA is also a point of entry for Medicaid); submission of the application is within the reapplication time standards set forth in Section 3.02(3) of the Eligibility Guidelines; identification, residence, income and assets have been reviewed and all checked documentation is attached required in Appendix D of Eligibility Guidelines; and asset eligibility has been prescreened based on the applicant's stated assets as compared to Section 10.03 of the Eligibility Guidelines. For purposes of developing its own training procedures, HND agrees to review its own eligibility & certification procedures at least quarterly and consult with other agencies on incorporating best practices.

7. **Reports.** HND shall provide the Authority with monthly and yearly reports summarizing the eligibility and certification services provided, with a breakdown of the number of each type of service: 1. initial screenings; 2. follow-up screenings; 3. assistance with follow-up documentation; 4. assistance with applying for insurance through the Affordable Health Care Act; 5. the number of applications accepted for final eligibility determination and certification procedures; 6 the number of applications accepted by HND after initial prescreening by RAAO, SMA or another funded agency. HND shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Services and/or this Agreement when they become available to the HND. HND 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, HND shall make at least one (1) verbal report to the Authority board quarterly detailing aspects of program utilization and efficacy. HND's efficacy in helping Authority in carrying out its mission shall be a significant factor in determining whether to renew this Agreement.

8. **Site Inspection/Agreed Upon Procedures Report.** HND shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of HND, unannounced but in a reasonable manner and with best efforts to minimize disruption of HND's operations, to insure that HND has complied with the requirements of this Agreement and to compile a Compliance Report on HND. The Compliance Report shall include a statement of the total amount received by HND from the Authority, and an opinion as to HND's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If HND 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 HND.

9. **Breach.** A failure by HND 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. This Agreement may be terminated by the Authority in the event of any material breach by HND of any provision of this Agreement, which is not cured within thirty (60) days after written notice is given to HND by the Authority specifying the nature of the alleged material breach, including a description of the specific action required to cure such breach. 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 HND in enforcing any right or remedy accorded to Authority or HND under this Agreement, nor any number of recoveries thereon, shall diminish or otherwise affect any such right or remedy.

12. **Non-discrimination.** HND 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 HND:

Executive Director
The House Next Door
804 N. Woodland Blvd.
DeLand, Florida 32720

If to the Authority:

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

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.

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.** HND 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, HND 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 HND, 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 HND 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 HND'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 HND. The HND's inability to evaluate liability or its evaluation of liability shall not excuse the HND'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 HND. The HND shall pay all costs and fees related to this obligation and its enforcement by the Authority. The Authority's failure to notify the HND of a claim shall not release the HND 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 HND, 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 HND 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 HND agrees to take such actions as may be necessary to ensure that each subcontractor of the HND 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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

THE HOUSE NEXT DOOR

By: _____
Jennifer Nadelkov, Its CEO

Date:

ATTEST

By: _____
_____, Its Secretary

**THE NEIGHBORHOOD CENTER OF WEST VOLUSIA
(ACCESS TO CARE PROGRAM)
2024-2025 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2024, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE NEIGHBORHOOD CENTER OF WEST VOLUSIA, 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 feed the hungry, shelter the homeless and prevent homelessness. 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 Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Rising Against All Odds, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities), 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, 2024 through the 30th day of September, 2025.

2. **Program.** As specified in Grantee's Application for Funding dated March 7, 2024. 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 \$125,000.00 (One Hundred 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 the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. 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. 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.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered 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 potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they 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 VII (“WVHA Residency”), Article VIII (“WVHA Identification”), Section 12.06 Appendix F (“Homeless Verification Form”) of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024. 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 direct client case management 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 ensure 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. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. . The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

9.1 Keep and maintain public records required by the Authority to perform the service.

9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

10. 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, the 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.

11. **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.

12. **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.

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

14. **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:

The Neighborhood Center of West Volusia, Inc.
Attn: Executive Director
434 South Woodland Blvd.
DeLand, FL 32720

If to the Authority:

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

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

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

16. **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.

17. **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.*

18. **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.

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

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____
Jennifer L. Coen, Its Chair
West Volusia Hospital Authority
P.O. Box 940
DeLand, FL 32721-0940
Date:

ATTEST

By: _____
Voloria L. Manning, Its Secretary

**THE NEIGHBORHOOD CENTER OF WEST
VOLUSIA, INC.**

By: _____

Savannah Jane-Griffin

Its: Executive Director/Chief Executive

Officer

Date: _____

ATTEST

By: _____, Its Board President

DENTAL CARE SERVICES AGREEMENT -- WVHA-VCHD 2024-2025

This is an INTERLOCAL AGREEMENT -- WVHA-VCHD 2024-2025 (the "Agreement") between the WEST VOLUSIA HOSPITAL AUTHORITY, an independent special tax district in Volusia County, Florida (the "Authority"), created and existing under and by virtue of Chapter 57-2085, Laws of Florida, as amended (the "Enabling Legislation"), and the STATE OF FLORIDA, DEPARTMENT OF HEALTH, VOLUSIA COUNTY HEALTH DEPARTMENT (the "VCHD" or "Grantee"), a county public health unit established between County of Volusia, a political subdivision of the State of Florida and the Florida Department of Health, (collectively "the parties").

RECITALS:

The Authority is an independent special tax district encompassing the western portion of Volusia County, Florida (the "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 District and for pay patients and to participate in other activities to promote the general health of the District.

The State of Florida, Department of Health, Volusia County Health Department ("VCHD"), is a public agency charged with and empowered to preserve and improve the public health in Volusia County, including the District. The VCHD directly addresses public health by identifying health risks; detecting, understanding and preventing the spread of disease; providing basic personal health care services to needy persons and monitoring sewage, water and group living facilities. VCHD services include: immunizations; treatment and control of sexually transmitted diseases, tuberculosis, and HIV/AIDS; family planning services; nutrition services; dental services; and school health services.

Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended (the "Interlocal Cooperation Act"), public agencies, as defined in the Interlocal Cooperation Act ("Public Agencies"), are authorized to enter into agreements with one another in order to make the most efficient use of their powers by enabling them to

cooperate with other Public Agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

The Interlocal Cooperation Act provides that a Public Agency may, pursuant to contract, exercise jointly with any other Public Agency any power, privilege or authority which such Public Agencies share in common and which each might exercise separately. The Authority and the VCHD are each a Public Agency.

The VCHD intends to provide outpatient general dental care to eligible participants of West Volusia County, save those conditions that require immediate hospitalization, regardless of race, color, religion, sex, national origin, age, disability or marital status.

The "Program" as specified herein in Paragraph 5 is intended to minimize otherwise unsatisfactory health care alternatives that may be used by the indigent population of the District, such as the use of emergency rooms for non-emergency care, which is frequently a preferred choice, or not receiving health care when truly needed or to allow unattended health conditions to exacerbate in severity until hospitalization becomes necessary; such alternatives generally prove far more costly in terms of expense and human condition than the Program.

The Authority and the VCHD find that it is in the best interest of the residents of the District, and proper and expedient in carrying out the purposes of the Enabling Legislation, for the Authority and the VCHD to enter into this Agreement.

Therefore, in order to implement the Program and in consideration of the covenants expressed in this Agreement, the Authority and VCHD are entering into this Agreement and accordingly agree as follows:

1. General Covenants. All parties agree:

- A) to mutually resolve any questions or concerns

related to the provision of services; and

B) to observe and comply with all applicable federal, state, regional, and local laws, orders, rules, and regulations; and

C) that the services provided for herein are in the public interest of the VCHD and Authority, and based upon the specific needs of the facilities involved, and the greater health care needs of the residents of the District; and

D) that the personnel involved in the Program are employees of the VCHD and not employees of the Authority; the Authority has no responsibility or liability regarding the personnel involved in the Authority Sponsored Program. The Authority's sole responsibility under this Agreement is limited to funding up to the Funding Level for the Program pursuant to the terms of this Agreement.

E) that the parties hereto each constitute a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately. Each party has the power to undertake the Program separately, however by joining together the parties may make more efficient use of their resources to achieve their mutual goal of preserving and improving the public health.

2. Effective Date. This Agreement shall be effective as of October 1, 2024.

3. Funding Period. This Agreement shall provide funding for the Program operations during the remainder of the Authority's fiscal year ending the 30th day of September, 2025.

4. Funding. The Authority agrees to provide up to \$160,000.00 (One Hundred Sixty Thousand Dollars) in Funding for the Program operations during the Funding Period (“Funding Limit”); provided however, the parties’ obligations under this Agreement are subject to the Authority’s appropriation of the Funding; appropriation of the Funding is at the Authority Board of Commissioners’ sole discretion. *VCHD 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.*

5. Program. The Program are those parts of Grantee’s Application for Funding dated 3/04/2024 which describe its administration of a program to provide general dental care to medically indigent residents of the District. For each “visit” as defined in Paragraph 6(b), Grantee shall be reimbursed for a bundle of services (from those listed in the Application) that Grantee’s health care professionals deem necessary to provide general dental care. In the event of conflict between the terms of Grantee’s Application for Funding and this Agreement, terms of this Agreement shall govern.

6. Disbursements. The Authority shall reimburse Grantee at an agreed upon Reimbursement Rate for some of the Allowable Costs Grantee incurs for the Program in accordance with the following provisions:

a. Funding Disbursements will be made in monthly installments up to the Funding Limit subject to and based upon the presentation of invoices within 60 days of the date services are provided with de-identified client listing, their zip code and CDT codes and other supporting information acceptable to the Authority. If Grantee’s combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board

meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2024 through September 30, 2025 Funding Period. Undisputed invoices submitted by Grantee shall be paid by the Authority within sixty (60) days of presentment. In no event shall the annual aggregate Funding Disbursements provided to Grantee by the Authority under this Agreement be required to exceed the Funding Limit (as defined above).

b. Reimbursement Rate. Grantee shall be reimbursed a fee-per-visit basis of \$163.26 for each "visit" by an Eligible Participant (as defined in Paragraph 7) who receives health care services from a health care professional working at the Facility. A visit as used herein shall mean the same as defined by the Florida Medicaid County Health Department Clinic Services Coverage and Limitations Handbook (January 2007), is a single-day, face-to-face visit between a patient and any one or more of the following health care professional(s) for general dental care as defined in Paragraph 5: dentists, dental hygienists, dental assistants and dental clerks. Specialty dental care such as Dentures, Complex Extractions, Root Canal Therapy and Crowns, is excluded from reimbursement.

c. The Authority shall only reimburse Grantee at the agreed Reimbursement Rate for some of the Program's Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses (currently estimated at \$163.26 per visit) for providing general dental services to Eligible Participants; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays, Medicare or Medicaid reimbursements); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program's Eligible Participants. Except as expressly agreed in Paragraphs 6(b) and 6(d) herein, 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 on 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.

d. A Final Report ["Report"] shall be made to the Authority no later than thirty (30) days after the end of each fiscal year (October 1-September 30), which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a consolidated statement detailing Program utilization. This Report and other materials shall be the basis for determining whether Funding Disbursements to the Grantee exceed Allowable Costs during each fiscal year. Funding Disbursements exceeding Allowable Costs shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination that Funding Disbursements exceeded Allowable Costs. Grantee may repay the amount that Funding Disbursements exceeded Allowable Costs by providing healthcare services to Eligible Participants, calculated at 163.27 for each visit (as defined in Paragraph 6(b)). Repayment of the amount that Funding Disbursements exceeded Allowable Costs shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the written determination of the excess Disbursement amount. However said interest shall be waived if Grantee repays the funds to the Authority within 90 days from issuance of the Authority's written determination that Disbursements exceeded Allowable Costs.

7. Program Participants. "Eligible Participants" are those persons utilizing the Program:

A) Residing within the District; and

B) Whose family income level is 150% or less than the then applicable Federal Poverty Guidelines Level.

All persons must be screened and certified by WVHA's Enrollment Certifying Agent as meeting the Screening Requirements in order to qualify as an Eligible Participant for the Program. The Program is to operate in, and benefit the health of residents of, the District with an emphasis on providing care to, and improving the health of, indigent residents. VCHD shall also provide information regarding other Authority programs and encourage potential program participants to apply for a WVHA Health Card or any other federal or state health care program that they may be eligible.

8. Screening. In order to qualify under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Grantee shall encourage potentially eligible program participants to apply for the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., which is WVHA's Enrollment Certifying Agent for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 2024 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements.

9. Utilization Reports and Review. Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. These Utilization Reports shall include information concerning number of clients served, de-identified client listing, their zip code, CDT codes; the number of encounters by each Program Participant; and such other

information to which the parties mutually agree. A Final Utilization Report shall be made to the Authority within sixty (60) days of the end of the Funding Period, which shall contain all of the information presented in the monthly Utilization Reports and, additionally, a summary of the Program. The VCHD shall also provide the Authority with copies of reports and reviews submitted or received by the VCHD that are materially related to the Program, within (30) days of the submission or receipt of the report or review.

Further, the VCHD shall provide to a member of the Authority or its appointed agent, or allow a member of the Authority, or its appointed agent, to review and examine the internal records of the VCHD pertaining to the Program, excluding Protected Health Information as defined in 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501], to ensure that VCHD has complied with the requirements of this Agreement and in order to compile a Compliance Report on the VCHD regarding the terms of this Agreement. The Compliance Report shall include a statement of the total amount received by the VCHD from the Authority, and an opinion as to VCHD compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If the VCHD 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 the VCHD.

10. Liability. The parties shall be separately liable for the performance of their respective obligations or responsibilities under this Agreement. Grantee, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Grantee certifies that it maintains, and agrees to continue to maintain during the term this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Grantee will convey a copy of its current Certificate of Coverage upon request. Grantee agrees to

be fully responsible for acts of negligence by its officers, employees or agents, when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties or to indemnify any parties.

11. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

11.1 Keep and maintain public records required by the Authority to perform the service.

11.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

11.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

11.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

12. Termination. Upon breach by a party hereto, the non-breaching party may, by written notice to the other party, terminate this Agreement upon no less than thirty (30) days notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. This provision shall not be in limitation of, but in addition to, any other rights the parties may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative. Without cause, this Agreement may be terminated by either party by written notice to the other party upon no less than ninety (90) days notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

13. 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.

14. 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.

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

16. 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 the VCHD:

Stephen A. Civitelli, MPH

Administrator, Volusia County Health Department

1845 Holsonback Drive

P.O. Box 9190, Bin #120

Daytona Beach, Florida 32120

If to the Authority:

West Volusia Hospital Authority

Attn: Chair

P.O. Box 940

DeLand, Florida 32721-0940

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

17. Counterparts. This Agreement may be signed in counterparts, each of

which shall be deemed an original.

18. 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.

19. 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.

20. 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.

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

22. Assignability. This Agreement shall bind and enure 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.

23. 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.

24. Entire Agreement. This Agreement, including any addendum, 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.

25. Amendment. This Agreement may be amended to extend the term for a period not to exceed six (6) months, upon mutual written agreement of the parties. The program components, funding and payment method for the extension period will be subject to negotiation and agreement by the parties.

IN WITNESS WHEREOF, the Authority and the VCHD, through their approved representatives, have hereunto entered into this Agreement.

WEST VOLUSIA HOSPITAL AUTHORITY

By:

Jennifer L. Coen, Its Chair

Date: _____

ATTEST:

By: _____

Voloria L. Manning, Its Secretary

STATE OF FLORIDA, DEPARTMENT OF HEALTH

VOLUSIA COUNTY HEALTH DEPARTMENT

By: _____

Stephen A. Civitelli, MPH, Its Administrator

Date: _____

WEST VOLUSIA HOSPITAL AUTHORITY

FINANCIAL STATEMENTS

AUGUST 31, 2024



ACCOUNTANTS' COMPILATION REPORT

To the Board of Commissioners,
West Volusia Hospital Authority:

Management is responsible for the accompanying financial statements of West Volusia Hospital Authority (the Authority), which comprise the balance sheet – modified cash basis as of August 31, 2024, and the related statement of revenue and expenditures budget and actual – modified cash basis for the one month and year to date period then ended 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 the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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.

DeLand, Florida
September 19, 2024

**WEST VOLUSIA HOSPITAL AUTHORITY
BALANCE SHEET - MODIFIED CASH BASIS
AUGUST 31, 2024**

ASSETS

Ameris Bank - operating	\$ 226,950
Ameris Bank - MM	6,033,021
Ameris Bank - payroll	17,293
Mainstreet Community Bank - EBMS operational escrow	200,000
Mainstreet Community Bank - MM	5,752,974
Surety Bank - MM	1,580,932
Mainstreet Community Bank - Certificates of deposit	5,666,065
Prepaid items and deposits	2,000
Total Assets	<u><u>\$ 19,479,235</u></u>

FUND BALANCE

Total Fund Balance	<u><u>\$ 19,479,235</u></u>
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See accountants' compilation report.

WEST VOLUSIA HOSPITAL AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES BUDGET AND ACTUAL - MODIFIED CASH BASIS
FOR THE ONE MONTH AND ELEVEN MONTHS ENDED AUGUST 31, 2024

	One Month Period Actual	Year to Date Actual	Annual Budget	Amount Remaining Budget Balance	Percent Budget Used
Revenues					
Ad valorem taxes	\$ 563	\$ 15,954,639	\$ 15,700,000	\$ (254,639)	102%
Interest income	36,216	610,809	400,000	(210,809)	153%
Other income	3,977	109,895	-	(109,895)	0%
Total revenues	<u>40,756</u>	<u>16,675,343</u>	<u>16,100,000</u>	<u>(575,343)</u>	<u>104%</u>
Expenditures					
Healthcare expenditures					
Hospitals					
Halifax Hospital	39,962	1,336,817			
AdventHealth	83,201	1,401,225			
Total hospitals	<u>123,163</u>	<u>2,738,042</u>	3,000,000	261,958	91%
Specialty Care Services					
Specialty Care - ER	6,568	65,729			
Specialty Care - Non-ER	328,539	3,351,837			
Total Specialty Care Services	<u>335,107</u>	<u>3,417,566</u>	3,500,000	82,434	98%
Emergency Room Care	282,986	988,415	1,000,000	11,585	99%
Primary Care	216,690	2,264,897	2,500,000	235,103	91%
Pharmacy	56,518	515,415	900,000	384,585	57%
Florida Dept of Health Dental Svcs	17,307	141,229	150,000	8,771	94%
Hispanic Health Initiatives	9,200	70,650	85,000	14,350	83%
Community Legal Services	5,650	67,608	105,833	38,225	64%
Rising Against All Odds	16,458	167,683	199,663	31,980	84%
HSCFV - Outreach	-	34,191	81,560	47,369	42%
HSCFV - Fam Services	-	31,737	76,331	44,594	42%
The House Next Door	4,449	31,223	45,000	13,777	69%
SMA - Homeless Program	19,672	76,041	90,000	13,959	84%
SMA - Residential Treatment	-	550,000	550,000	-	100%
SMA - Baker Act - Match	-	300,000	300,000	-	100%
County Medicaid Reimbursement	234,201	2,576,205	2,810,405	234,200	92%
H C R A - In County	9,920	99,671	400,000	300,329	25%
H C R A - Outside County	8,662	11,025	400,000	388,975	3%
The Neighborhood Center	14,150	120,725	125,000	4,275	97%
Healthy Communities Kid Care Outreach	5,439	54,142	72,203	18,061	75%
Other Healthcare Expenditures	-	-	81,910	81,910	0%
Total healthcare expenditures	<u>1,359,572</u>	<u>14,256,465</u>	<u>16,472,905</u>	<u>2,216,440</u>	<u>87%</u>
Personnel services					
Regular salaries and wages	5,922	61,800	67,556	5,756	91%
FICA	453	4,959	5,168	209	96%
Retirement	807	8,393	9,843	1,450	85%
Life and Health Insurance	887	8,996	12,000	3,004	75%
Workers Compensation Claims	-	72,710	25,000	(47,710)	291%
Total personnel services	<u>8,069</u>	<u>156,858</u>	<u>119,567</u>	<u>(37,291)</u>	<u>131%</u>

See accountants' compilation report.

WEST VOLUSIA HOSPITAL AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES BUDGET AND ACTUAL - MODIFIED CASH BASIS
FOR THE ONE MONTH AND ELEVEN MONTHS ENDED AUGUST 31, 2024

	One Month Period Actual	Year to Date Actual	Annual Budget	Amount Remaining Budget Balance	Percent Budget Used
Other expenditures					
Legal Counsel	6,500	59,488	70,000	10,512	85%
Outside Legal Counsel	-	40,311	40,311	-	100%
Outside Legislative Advisory	6,000	66,000	72,000	6,000	92%
Audit	-	-	20,500	20,500	0%
General Accounting - Recurring	9,500	95,000	114,000	19,000	83%
General Accounting - Nonrecurring	-	17,184	10,000	(7,184)	172%
Application Screening - THND	43,649	432,336	525,951	93,615	82%
Application Screening - RAAO	4,032	41,472	54,766	13,294	76%
TPA Services (EBMS)	37,990	386,122	500,000	113,878	77%
Building Repairs	12,486	58,517	100,000	41,483	59%
Advertising	133	3,158	10,000	6,842	32%
Other Operating Expenditures	1,355	17,650	15,000	(2,650)	118%
Tax Collector & Appraiser Fee	12	531,677	650,000	118,323	82%
City of DeLand Tax Increment District	-	124,098	125,000	902	99%
Total other expenditures	<u>121,657</u>	<u>1,873,013</u>	<u>2,307,528</u>	<u>434,515</u>	<u>81%</u>
Total expenditures	<u>1,489,298</u>	<u>16,286,336</u>	<u>18,900,000</u>	<u>2,613,664</u>	<u>86%</u>
Excess (deficiency) of revenues over expenditures	<u><u>\$ (1,448,542)</u></u>	<u><u>\$ 389,007</u></u>	<u><u>\$ (2,800,000)</u></u>	<u><u>\$ (3,189,007)</u></u>	<u><u>-14%</u></u>

See accountants' compilation report.

LEGAL UPDATE MEMORANDUM

TO: WVHA Board of Commissioners

DATE: September 10, 2024

FROM: Theodore W. Small, Jr.

RE: West Volusia Hospital Authority – Update for September 19, 2024 Final Budget Hearing and Regular Meeting

Summarized below are updates on active legal matters/issues for which some new information has become available since my last legal update. This Memorandum will not reflect updates on matters resolved by a final vote of the Board and thereby already summarized in the August 15, 2024 Regular Meeting Minutes.

I. Legal Context for Budget Workshop/TRIM Procedure [Tax/Budgeting] *Refer back to Legal Update Memorandum dated 9/17/2014 and 7/09/24 for additional background details.* [See new info. in italics and bold]

For most years since 2007 including for the current 2023-24 tax year, the Board has voted to adopt millage at the “rolled-back rate” (“RBR”), which is the rate calculated with a statutory formula to allow the Board to raise the same amount of revenue as it did in the immediate past tax year with a simple majority vote. Refer to counsel’s 9/17/2014 Legal Update for further historical summary of final millage votes.

The following are descriptions of the exceptional years where the Board has voted to set its final millage rate either below or above that statutory rolled-back rate, which meant a tax decrease or tax increase in layman’s terms:

Regarding the 2022-23 budget year, the TRIM Final Budget Hearing was held on Thursday, September 22, 2022, and the Board voted unanimously to set its final millage at the rate of 1.0816 mills with a separate unanimous vote to adopt the Authority’s 2022-23 tentative budget of \$15,945,000.00. Therefore, the 2022-23 tax year’s millage of 1.0816 mills represents a **14.3% decrease** below the 1.2645 mills rolled-back rate.

Regarding the 2020-21 budget year, the TRIM Final Budget Hearing was held virtually on Thursday, September 24, 2020, and the Board voted unanimously to set its final millage at the rate of 1.5035 mills with a separate unanimous vote to adopt the Authority’s 2020-21 tentative budget of \$18,566,158,000.00. Therefore, the 2020-21 tax year’s millage of 1.5035 mills represents a **14.42% decrease** below the 1.7569 mills rolled-back rate.

Regarding the 2019-20 budget year, the TRIM Final Budget Hearing was held on Thursday, September 26, 2019, and the Board voted 3-1-1 to set its final millage at 1.908 mills with a separate 3-1-1 to adopt the Authority’s 2019-20 final budget of

\$19,556,988. Therefore, the 2019-20 tax year's millage of 1.908 mills was a **5.563% decrease** over the 2.0204 mills rolled-back rate.

Regarding the 2017-18 budget year, the TRIM Final Budget Hearing was held on Tuesday, September 26, 2017, and the Board voted 4-0-1 to set its final millage at 2.366 mills with a separate 4-0-1 to adopt the Authority's 2017-18 final budget of \$20,023,304.00. Therefore, the 2017-18 tax year's millage of 2.366 mills was a **58% increase** over the 1.4966 mills rolled-back rate.

Regarding the 2015-16 budget year, the TRIM Final Budget Hearing was held on Thursday, September 17, 2015, and the Board voted 5-0 to set its final millage at 1.6679 mills with a separate 5-0 to adopt the Authority's 2015-16 final budget of \$16,741,063.00. Therefore, the 2015-16 tax year's millage of 1.6679 mills was a **10% decrease** over the 1.8532 mills rolled-back rate;

Regarding the 2014-15 budget year, the TRIM Final Budget Hearing was held on Thursday, September 25, 2014, and the Board voted 4-0-1 (vacant) to set its final millage at 1.9237 mills with a separate 4-0-1 (vacant) to adopt the Authority's 2014-15 final budget of \$15,989,676.00. Therefore, the 2014-15 tax year's millage of 1.9237 mills was a **15% decrease** over the 2.2632 rolled-back rate;

Regarding the 2013-14 budget year, the TRIM Final Budget Hearing was held on Thursday, September 19, 2013, and the Board voted 5-0 to set its final millage at 2.3759 mills with a separate 5-0 to adopt the Authority's 2013-14 final budget of \$17,453,695.00. Therefore, the 2013-14 tax year's millage of 2.3759 mills was a **1.5% decrease** over the 2.4121 rolled-back rate;

Regarding the 2009-10 budget year, the TRIM Final Budget Hearing was held on Tuesday, September 22, 2009, and the Board voted unanimously to set its final millage at 1.745 mills with a separate unanimous vote to adopt the Authority's 2008-09 final budget of \$15,680,000.00. Therefore, the 2009-10 tax year's millage of 1.745 mills was a **2.04% decrease** over the 1.7813 rolled-back rate;

Regarding the 2007-2008 budget year, the TRIM Final Budget Hearing was held on Wednesday, September 12, 2007, and the Board unanimously voted to set its final millage at 1.2619 mills with a separate unanimous vote to adopt the Authority's 2007-08 final budget of \$18,414,937.00. Therefore, the current tax year's millage of 1.2619 mills is the same as the final millage adopted for 2006-07, but it represented a **10.37 percent increase** over the statutory rolled-back rate of 1.1433 mills.

II. Funding Agreements for 2024-25:

Please note that each Board member is responsible for making their own independent determination about whether the terms of a particular contract is consistent with the public interest. Counsel, EBMS as well as the Administrator and accountants at James Moore & Co, 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 proposed budget presentations (which have now been approved in the 2024-25 Tentative Budget), Counsel prepared “redlined” versions of funding agreements for each of the previously funded providers. On or about August 21, 2024, Counsel circulated copies of the redlined drafts to the agencies.

Unlike past years which have involved some new agencies or significant changes to existing agreements, the redlined drafts for this year mostly reflect updated dates and the increased or decreased funding limits requested and approved by the CAC/Board.

In a nutshell, the Funding Limit for The House Next Door Eligibility Determination Services will increase by \$41,772.00; the Funding Limit for Rising Against All Odds HIV/Aids/Outreach will increase by \$23,255 (from its FY 23-24 amended Funding Limit); the Funding Limit for Hispanic Health Initiative will increase by \$20,300.00 (from its FY 23-24 amended Funding Limit); the Funding Limit for the SMA Baker Act Match will decrease by \$150,000.00; the Funding Limit for Community Legal Services of Mid-Florida will decrease by \$17,333.00; The Funding Limit for Florida Department of Health (FDOH) Dental Services will decrease by \$10,000.00.

Also, at SMA’s request, Counsel renamed the SMA Homeless Services to the SMA Psychiatric Outpatient Services agreement. Additionally at Counsel’s request, SMA agreed to delete some now obsolete language from the “Screening” provisions in the SMA Psychiatric Outpatient Services and Residential Treatment agreements.

In addition, the funding agreements for the SMA Baker Act Match and Residential Treatment program once again reflect the Board’s provisional approval of SMA’s request to redirect its usual reimbursements for that agreement through lump sum payments to AHCA (Agency for Health Care Administration) so that SMA can receive additional LIP Match funding to provide more services to residents of the tax district.

With those clarifications and subject to any suggested changes that counsel receives before the meeting from the Board, Administrator or Accountant, counsel expects to recommend approval as to form the following 2024-25 funding agreements with redlined changes incorporated into a final set of agreements:

- A. Community Legal Services, Inc. Medical-Legal Partnership program.
- B. Healthy Communities – Kidcare Outreach
- C. Hispanic Health Initiatives, Inc.’s Taking Care of My Health
- D. Rising Against All Odds, Inc. -- HIV/AIDS Outreach and Case Management
- E. Rising Against All Odds, Inc.—Health Card Enrollment & Retention Services
- F. SMA Healthcare – Baker Act Match
- G. SMA Healthcare– Psychiatric Outpatient Services
- H. SMA Healthcare —Level II Residential Treatment
- I. The House Next Door – Mental Health Services
- J. The House Next Door—Eligibility Determination Services

- K. The Neighborhood Center of West Volusia “Access to Care”
- L. Volusia County Health Department—Florida Department of Health (Dental Care)

Counsel has received back confirmation from each of the listed agencies of their acceptance of the terms in the redlined drafts.

IF the Board does not decide on any last-minute changes during its Final Budget Hearing, then the Chair may entertain one Omnibus Motion in the following form or words to that effect: Omnibus Motion to approve all of the proposed Funding Agreements for 2024-25 for signature by the Chair and Secretary once they are finalized and signed by funded agencies based upon the Redlined drafts that were circulated to the Board in electronic format.

III. General Compliance with the Sunshine Law and Applicability to Members-Elect Following Their Election, With or Without Opposition [*See new info. in italics and bold*]

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 talking about or discussing any matter on which foreseeable action will be taken by the public board or commission. (If your conversation 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; provided however, it is permissible for one board member to send correspondence to the rest of the board outside of a public meeting as long as this correspondence does not result in replies or other back and forth exchanges until a public meeting is convened for such discussion and also the correspondence is made available to interested members of the public.

The Sunshine Law 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.

With the increased use of social media accounts, including Facebook and other community and political blogs, Board members should be mindful of the following Florida Attorney General guidance before posting on Facebook, or other blogs an opinion or viewpoint on matters likely to come before the Board. In AG Opinion 08-07, the Florida Attorney General concluded that the use of a website blog or message board to solicit comment from other members of the board

or commission by their response on matters that would come before the board would trigger the requirements of the Sunshine Law. As stated therein:

"While there is no statutory prohibition against a city council member posting comments on a privately maintained electronic bulletin board or blog, members of the board or commission must not engage in an exchange or discussion of matters that foreseeably will come before the board or commission for official action. The use of such an electronic means of posting one's comments and the inherent availability of other participants or contributors to act as liaisons would create an environment that could easily become a forum for members of a board or commission to discuss official issues which should most appropriately be conducted at a public meeting in compliance with the Government in the Sunshine Law. It would be incumbent upon the commission members to avoid any action that could be construed as an attempt to evade the requirements of the law."

Once our candidates for the Board of Commissioners become "members-elect" either because they ran unopposed or won their election, Government in the Sunshine Law rules will apply to them.

Courts have recognized the applicability of section 286.011, Florida Statutes, to members-elect of public boards or commissions. In *Hough v. Stembridge*, the court concluded that an individual upon immediate election to public office loses his status as a private individual and acquires a position more akin to that of a public trustee. The court thus held that a meeting of an incumbent council member with several council members-elect who would serve together on the city council when sworn into office was subject to the Sunshine Law when the discussion at that meeting concerned matters on which foreseeable action would be taken by the city council.

Similarly, the Sunshine Law will prohibit any conversations between incumbent WVHA Board members and any new members-elect about matters which foreseeable action could be taken by WVHA unless these conversations occur at a duly noticed public meeting.