

**COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.  
(MEDICAL-LEGAL PARTNERSHIP) 2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and **COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.** ("Grantee").

**INTRODUCTION:**

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to provide legal services for the poor in Brevard, Citrus, Flagler, Hernando, Lake, Marion, Orange, Osceola, Putnam, Seminole, Sumter, and Volusia Counties. Grantee's "Medical-Legal Partnership (MLP) with West Volusia Hospital Authority" program is designed to integrate the expertise of healthcare, public health and legal professionals and staff to address and prevent health-harming social and civil legal needs for patients. This program's intended outcome is to eradicate health harming factors facing the community. The Program will collaborate with other agencies funded by the Authority, such as 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 women and infant residents of the Tax District, the Authority has determined that its provision of funding will enhance access to health services for indigent residents of the Tax District.

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in the Funding Request submitted by Grantee dated April 26, 2020, as corrected, and limited in scope by Paragraph 4.2, *infra* In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$95,958.00 (Ninety-Five Thousand Nine Hundred Fifty-Eight 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, 2020 through September 30, 2021 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 \$85.00/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. 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 where clients 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, 2019 ("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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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  
Attn: Executive Director  
122 E. Colonial Dr., Suite 200  
Orlando, FL 32801

If to the Authority:

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

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.**

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

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

ATTEST

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

**W V H A -- HALIFAX HEALTHY COMMUNITIES  
2020-2021 KIDCARE OUTREACH POSITION AGREEMENT**

This WVHA -- HALIFAX HEALTHY COMMUNITIES 2020-2021 Kidcare Outreach Position Agreement ["Agreement"] is made and entered into as of the 1st day of October, 2020, 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated March 5, 2020. 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 \$75,397.00 (Seventy-five Thousand Three Hundred Ninety-seven 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 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, 2020 through September 30, 2021 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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720.** 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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

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

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

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

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

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

20. **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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

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

By: \_\_\_\_\_  
\_\_\_\_\_, Its: President/CEO  
Date:

ATTEST:

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

**THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES,  
INC. (PRENATAL, POST-PARTUM AND INFANT ACCESS TO HEALTH CARE  
SERVICES)—DELTONA FAMILY SERVICES COORDINATOR  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES, 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 promote a system of care that optimizes/maximizes healthy outcomes for pregnant women and young children. Grantee's "West Volusia Prenatal, Post-Partum and Infant Access to Health Care Services" Program will ensure access to health services needed for healthy pregnancy and birth outcomes; post-partum care; interconception care; and pediatric follow-up for high risk, medically needy and vulnerable women and infants, and children ages 13-36 months who reside within the Tax District. 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 ), 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 women and infant residents of the Tax District, the Authority has determined that its provision of funding will enhance access to health services for indigent residents of the Tax District.

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

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

Under the terms of this Agreement the Grantee will provide needed services under the Program for qualified residents of the Tax District as described in the relevant Request 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in the Application for Funding submitted by Grantee dated April 29, 2020. 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 \$68,859.00 in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee assures that the change in unit rate to \$407.60 per eligible individual served and expanding its services beyond our original target population will not impact its ability to continue to serve its original target population through the end of the Funding Period based on the availability of alternative funding sources. *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 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, 2020 through September 30, 2021 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 services, the Medicaid Allowable HS Code for each service received by each de-identified client; provided however, Grantee shall not invoice for the all-inclusive capitated Reimbursement Rate for any client until the list of services Grantee can bill under Medicaid performance standards includes HS 3202 ("Plan Ongoing Care Coordination") or HS 3320 ("Care Coordination Face to face") along with any other applicable HS Codes.

- 4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by Family Services Coordinator ("FSC") at the following rates: (i) an all-inclusive capitated rate of \$407.60 per Program Participant who receives the FSC services as specifically described in the Application for Funding, including, but not limited to, assistance in application for Medicaid Managed Care (MMC), food stamps, and cash assistance through DCF ACCESS, assist in navigating to application sites to obtain the WVHS Health Card, provide information and/or referral to WIC program, Healthy Start and other needed services, provide a referral for women to receive post-partum interconception health care or to parents of children for pediatric care. 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. 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 200% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** 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 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 qualify individuals for Program Participation, Grantee shall screen individuals for residency, identification, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, as set forth in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 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.

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 shall also submit to the Authority quarterly reports detailing aspects of program goals, utilization and outcomes in a format that addresses the Performance Specifications in Exhibit I of Grantee's contract with Medicaid ("Healthy Start MomCare Network, Inc. and The Healthy Start Coalition of Flagler and Volusia Counties, Inc. Amendment No. 1") dated April 24, 2015, as amended. 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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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.

12. **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 Healthy Start Coalition of Flagler & Volusia Counties, Inc.  
Attn: Executive Director  
109 Executive Circle  
Daytona Beach, FL 32114

If to the Authority:

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

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

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.

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

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

By: \_\_\_\_\_  
Dixie Morgese, Its Executive Director  
The Healthy Start Coalition of Flagler and Volusia  
Counties, Inc.  
109 Executive Circle  
Daytona Beach, FL 32114

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

ATTEST

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

**THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES,  
INC. (PRENATAL, POST-PARTUM AND INFANT ACCESS TO HEALTH CARE  
SERVICES) 2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES, 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 promote a system of care that optimizes/maximizes healthy outcomes for pregnant women and young children. Grantee's "West Volusia Prenatal, Post-Partum and Infant Access to Health Care Services" Program will ensure access to health services needed for healthy pregnancy and birth outcomes; post-partum care; interconception care; and pediatric follow-up for high risk, medically needy and vulnerable women and infants. 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 ), 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 women and infant residents of the Tax District, the Authority has determined that its provision of funding will enhance access to health services for indigent residents of the Tax District.

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

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

Under the terms of this Agreement the Grantee will provide needed services under the Program for qualified residents of the Tax District as described in the relevant Application for Funding [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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in the Application for Funding submitted by Grantee dated April 29, 2020. 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 \$73,500.00 (Seventy-Five Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

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

4.1 Funding Disbursements will be made in monthly installments up to 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, 2020 through September 30, 2021 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 sessions and the duration of each 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 Women's Intervention Specialist (WIS)-Neonatal Outreach Specialist (NOS) at the following rates: (i) a fee of \$35.34 per hour of WIS-NOS services as specifically described in the Application for Funding, including contacting pregnant women upon referral to assess



service needs, ensuring that infants in the Neonatal Intensive Care Unit at local hospitals have a pediatric medical provider, attempting to engage mothers in the Healthy Start program, encouraging and providing breastfeeding support to mothers, providing relevant information about health care options, developing Individualized Plan of Care, 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 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. 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 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.** 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. 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, 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.

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 shall also submit to the Authority quarterly reports detailing aspects of program goals, utilization and outcomes in a format similar to the "WIS/NOS Services Goals and Objectives" excel spreadsheet attached hereto as Exhibit A. 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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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 Healthy Start Coalition of Flagler & Volusia Counties, Inc.  
Attn: Executive Director  
109 Executive Circle  
Daytona Beach, FL 32114

If to the Authority:

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

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

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.

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

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

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

Dixie Morgese, Its Executive Director  
The Healthy Start Coalition of Flagler and Volusia  
Counties, Inc.  
109 Executive Circle  
Daytona Beach, FL 32114

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

ATTEST

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

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

## **HISPANIC HEALTH INITIATIVES, INC. ("TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD") 2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated May 1, 2020. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$75,000.00 (Seventy-Five Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding 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, 2020 through September 30, 2021 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, 2019 ("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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 2

DeBary, FL 32713

If to the Authority:

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

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair

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

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**HISPANIC HEALTH INITIATIVES, INC.**

By: \_\_\_\_\_  
Josephine Mercado  
Its: Executive Director

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

ATTEST

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



**RAAO**  
**RISING AGAINST ALL ODDS, INC. (Health Card Enrollment and Retention Services)**  
**2020-2021 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 ), Healthy Start Coalition of Flagler & Volusia, Inc., 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, 2020 through the 30th day of September, 2021.

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 April 15, 2020. 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 **\$40,000.00** (Forty Thousand 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, 2019 ("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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720. 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  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**RISING AGAINST ALL ODDS, INC.**

By: \_\_\_\_\_  
Brenda Flowers  
Its: Executive Director  
Date: \_\_\_\_\_

ATTEST

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

**RISING AGAINST ALL ODDS, INC. (HIV/AIDS OUTREACH)  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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 ), Healthy Start Coalition of Flagler & Volusia, Inc., 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 15, 2020. 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 \$164,985.00 (One Hundred Sixty-four Thousand Nine Hundred Eighty-Five 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, 2020 through September 30, 2021 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 HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing) 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 and testing if consented; (ii) a health and behavioral education flat-fee capped at \$50.00 per Program Participant for providing at least one-half hour (30 minutes) of one-on-one health and behavioral education and coaching using evidence based curricula and strategies; (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, 2019 ("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 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; 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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720.** 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 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  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940

Date:

**ATTEST**

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**RIISING AGAINST ALL ODDS, INC.**

By: \_\_\_\_\_  
Brenda Flowers  
Its: Executive Director

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

**ATTEST**

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

**SMA 2020-2021**  
**FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 2, 2020. 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 \$ 300,000.00 (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 be \$226,799.00, 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, 2020 through September 30, 2021 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 (\$76.99) and crisis stabilization (\$94.32) services provided through the Program (currently the state's participation in service reimbursement is capped for crisis stabilization at \$377.27/day representing 75% of the cost and for detox at \$307.94/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 \$377.27/day representing 75% of the cost and for detox at \$307.94/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 20, 2019 ("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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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.

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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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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.

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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.

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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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

SMA HEALTHCARE, INC.

By: \_\_\_\_\_  
Ivan A. Cosimi II

Its: Chief Executive Officer\_\_

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

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Secretary

**SMA (HOMELESS PROGRAM)  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 27, 2020. 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 \$95,880.00 (Ninety-Five Thousand Eight Hundred Eighty 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, 2020 through September 30, 2021 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 \$136.53 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, 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, 2019 ("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. Alternatively, Grantee may complete a Certification of Homelessness ("Certification") in a form that is mutually acceptable to the Authority and Grantee, which Certification shall be signed by an authorized program director and shall confirm that Grantee has made an assessment of the client's eligibility and homelessness within the Tax District for a minimum of one month prior to its execution. 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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, 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)  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 2, 2020. 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.*

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, 2020 through September 30, 2021 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 \$188.35 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, 2019 (“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. Alternatively, Grantee may complete a Certification of Homelessness (“Certification”) in a form that is mutually acceptable to the Authority and Grantee, which Certification shall be signed by an authorized program director and shall confirm that Grantee has made an assessment of the client’s eligibility and homelessness within the Tax District for a minimum of one month prior to its execution. 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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**SMA HEALTHCARE, INC.**

By: \_\_\_\_\_  
Ivan A. Cosimi II  
Its: Chief Executive Officer

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

**ATTEST**

By: \_\_\_\_\_  
\_\_\_\_\_ Its Secretary

**THE HOUSE NEXT DOOR 2020-2021**  
**(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, 2020, 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 ), Healthy Start Coalition of Flagler & Volusia, Inc., 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, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 30, 2020. 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 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, 2020 through September 30, 2021 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, 2019 ("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 386-734-9441, Elong@drtcpa.com, and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

**ATTEST**

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**THE HOUSE NEXT DOOR**

By: \_\_\_\_\_  
\_\_\_\_\_,  
Its Executive Director/President  
Date:

**ATTEST**

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



**THE HOUSE NEXT DOOR 2020-2021**  
**(Eligibility Determination for WVHA Health Card)**  
**SERVICES AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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"), Healthy Start Coalition of Flagler, 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, 2020 through the 30th day of September, 2021.

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 April 30, 2020; 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 \$402,835.00 (Four Hundred Two Thousand Eight Hundred Thirty-Five Dollars) in Funding for 12 months of prescreening and eligibility and certification services for 285 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 285 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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720.** 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, 2019 ("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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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

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

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chair  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

**ATTEST**

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

**THE HOUSE NEXT DOOR**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Executive  
Director/President

Date:

**ATTEST**

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

**THE NEIGHBORHOOD CENTER OF WEST VOLUSIA  
(HEALTH CARE NAVIGATION PROGRAM)  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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 those experiencing homelessness and prevent homelessness. Grantee's "Health Care Navigation" Program will provide Grantee's clients with a Health Care Navigator to assess each eligible client for their medical needs and provide immediate referrals to enrollment specialists for them to obtain the WVHA Health Card, Social Security Disability, Medicaid or other available health care benefit and insurance programs or, alternatively, direct linkage to WVHA-funded health care providers. Grantee will hire a Health Care Navigator for this Program with knowledge of health care and insurance related issues and who is SSI/SSDI, Outreach, Access and Recovery (SOAR) certified. 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 ), Healthy Start Coalition of Flagler & Volusia, Inc., Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 4, 2020, as corrected. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$50,000.00 (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.*

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, 2020 through September 30, 2021 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 at the following rates:  
(i) a flat fee of \$25.00 for each one-half hour (30 minutes) by Grantee's Health Care Navigator of direct client interaction and health care coordination services to assess each eligible client for their medical needs and administer the appropriate services based on the clients immediate and long term medical needs including, but not limited to: a referral for the WVHA Health Card, obtaining Social Security Disability, direct linkage to WVHA Partner Providers, linkage to direct health care facilities, setting appointments and prescription medication fulfillment, linkage to Health Care enrollment specialist and linkage to other related health care related support systems through the Coordinated Entry throughout the Continuum of Care. 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.** 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 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 qualify individuals for Program Participation, Grantee shall screen individuals for residency, identification, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, as set forth in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 20, 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.

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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA

1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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.

*(The remainder of this page is intentionally left blank)*

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

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

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

Susan Clark  
Its: Executive Director/Chief Executive

Officer

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

ATTEST

By: \_\_\_\_\_  
, Its Board President

**THE NEIGHBORHOOD CENTER OF WEST VOLUSIA  
(ACCESS TO CARE PROGRAM)  
2020-2021 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2020, 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 ), Healthy Start Coalition of Flagler & Volusia, Inc., Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2020 through the 30th day of September, 2021.

2. **Program.** As specified in Grantee's Application for Funding dated April 13, 2020. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

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

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). 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, 2020 through September 30, 2021 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, 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, 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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720.** 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 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: Chairman  
c/o DREGGORS, RIGSBY & TEAL, PA  
1006 N. Woodland Blvd.  
DeLand, Florida 32720

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

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: \_\_\_\_\_  
Dolores Guzman, Its Chairman  
West Volusia Hospital Authority  
P.O. Box 940  
DeLand, FL 32721-0940  
Date:

ATTEST

By: \_\_\_\_\_  
Andrew N. Ferrari, Its Secretary

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

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

**Susan Clark**

Its: Executive Director/Chief Executive

Officer

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

ATTEST

By: \_\_\_\_\_, Its Board President

## DENTAL CARE SERVICES AGREEMENT -- WVHA-VCHD 2020-2021

This is an INTERLOCAL AGREEMENT -- WVHA-VCHD 2020-2021 (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, 2020.

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, 2021.

4. **Funding.** The Authority agrees to provide up to \$225,000.00 (Two Hundred Twenty-Five 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 3/27/2020 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 by CDT codes in the attached Exhibit A) 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, 2020 through September 30, 2021 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 \$159.76 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 \$159.76 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 159.76 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, 2019 ("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 386-734-9441, [Elong@drtcpa.com](mailto:Elong@drtcpa.com), and 1006 N. Woodland Blvd, DeLand, FL 32720. 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:

Patricia Boswell, 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: Chairman

c/o DREGGORS, RIGSBY & TEAL, PA

1006 N. Woodland Blvd.

DeLand, Florida 32720

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

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:

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Dolores Guzman, Its Chair

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

ATTEST:

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

Andrew N. Ferrari, Its Secretary

STATE OF FLORIDA, DEPARTMENT OF HEALTH

VOLUSIA COUNTY HEALTH DEPARTMENT

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

Patricia Boswell, MPH, Its Administrator

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